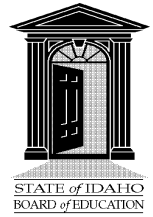


**STATE BOARD OF EDUCATION MEETING**  
**December 7- 8, 2011**  
**College of Western Idaho**  
**6002 Birch Lane**  
**Room 102/104**  
**Nampa, Idaho**



**Wednesday, December 7, 2011, 1:00 pm, College of Western Idaho, 6002 Birch Lane, Nampa Idaho**

**BOARDWORK**

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

**WORK SESSION**

**BUSINESS AFFAIRS & HUMAN RESOURCES**

**Section II – Finance**

1. Performance-based Funding

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

Boise State University

1. I move to hold an executive session pursuant to sections 67-2345(1) (b) and (d), Idaho code to consider the evaluation, dismissal or disciplining of, or to hear complaints or charges brought against, a public officer, employee, staff member or individual agent, or public school student and to consider records that are exempt from disclosure as provided in [chapter 3, title 9](#), Idaho Code.

University of Idaho

2. I move to hold an executive session pursuant to sections 67-2345(1) (f), Idaho code to communicate with legal counsel for the public agency to discuss the legal ramifications of and legal options for pending litigation, or controversies not yet being litigated but imminently likely to be litigated.
3. I move to hold an executive session pursuant to sections 67-2345(1) (c) and (d), Idaho code to conduct deliberations to acquire an interest in real property which is not owned by a public agency and to consider records that are exempt from disclosure as provided in chapter 3, title 9, Idaho Code.

Idaho State University

4. I move to hold an executive session pursuant to sections 67-2345(1) (b), Idaho code to consider the evaluation, dismissal or disciplining of, or to hear complaints

or charges brought against, a public officer, employee, staff member or individual agent, or public school student.

Boise State University

5. I move to hold an executive session pursuant to sections 67-2345(1) (a) To consider hiring a public officer, employee, staff member or individual agent, wherein the respective qualities of individuals are to be evaluated in order to fill a particular vacancy or need.

**Thursday, December 8, 2011, 8:00 am, College of Western Idaho, College of Western Idaho, 6002 Birch Lane, Nampa Idaho**

**OPEN FORUM**

**CONSENT AGENDA**

**IRSA**

1. University of Utah School of Medicine Annual Report

**PPGA**

2. Alcohol Permits Issued by University Presidents
3. Eastern Idaho Technical College – Advisory Council Appointment
4. Boise State University – Morrison Center Resolution

**PLANNING, POLICY & GOVERNMENTAL AFFAIRS**

1. College of Western Idaho Report
2. Presidents' Council Report
3. Idaho Historical Society
4. ACT Annual Report
5. 60% Benchmark
6. Albertsons Foundation
7. State Board of Education Strategic Plan
8. Statewide Longitudinal Data System Grant

**AUDIT**

1. Financial Statements Review
2. 2011 College & Universities Financial Ratios
3. Office of the State Board of Education – FY 2011 Legislative Audit

## **BUSINESS AFFAIRS & HUMAN RESOURCES**

### **Section I – Human Resources**

1. Amendment to Board Policy – Sections II.A., C., F., G. H. & P.
2. Amendment to Board Policy – Section II.G.1.b. – First Reading
3. Amendments to Optional Retirement Plan Document
4. Boise State University – Retirement Plan Revisions
5. University of Idaho – Multi-Year Contract for Clinical Law Instructor and Associate Dean for Boise Programs

### **Section II – Finance**

1. Amendments to Board Policy – Sections V.B., D. & V. – Second Reading
2. Amendments to Board Policy – Section V.F. & K. – Second Reading
3. Amendments to Board Policy – Section V.C. – First Reading
4. Amendments to Board Policy – Section V.N. – First Reading
5. Amendments to Board Policy – Section V.R. – First Reading
6. Intercollegiate Athletics – Gender Equity Report
7. Amendments to Board Policy – Section III.T. – First Reading
8. FY 2011 Net Assets Report
9. Boise State University – Bronco Stadium Expansion Project - Phase I, Football Complex
10. Boise State University – Bronco Stadium Bleacher Upgrades
11. Boise State University – Enterprise System Roadmap – Human Capital Management & Finance Services Agreements
12. University of Idaho – Delta Zeta Ground Lease

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

1. Proposal for the Complete College Idaho Plan
2. Boise State University – Approval of Full Proposal: Doctor of Philosophy (Ph. D.) in Materials Science and Engineering
3. HERC Appointment
4. Research Strategic Plan
5. Online Content and Curriculum Governance

## **DEPARTMENT OF EDUCATION**

1. Superintendent's Update
2. Trustee Boundary Rezoning Plan: Mullan School District

## **BUSINESS AFFAIRS & HUMAN RESOURCES – Late Item**

1. Boise State University – Athletic Director Employment Contract

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



1. Agenda Approval

Changes or additions to the agenda

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

2. Minutes Approval

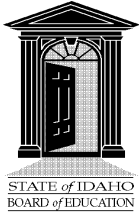
**BOARD ACTION**

**A motion to approve the minutes from the October 19-20, 2011 Regular Board meeting, the November 3, 2011 Special Board meeting, and the November 16, 2011 Special Board meeting as submitted.**

3. Rolling Calendar

**BOARD ACTION**

**A motion to set December 12-13, 2012 as the date and North Idaho College as the location for the December 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

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

A regularly scheduled meeting of the State Board of Education was held October 19-20, 2011 at Lewis-Clark State College in Lewiston, Idaho.

**Present:**

Richard Westerberg, President

Emma Atchley

Tom Luna

Rod Lewis joined via teleconference for most of the Board meeting

Ken Edmunds, Vice President

Bill Goesling

**Other:**

Milford Terrell joined the meeting at 3:47 p.m.

**Absent:**

Don Soltman, Secretary

**Wednesday, October 19, 2011**

The Board met in the Williams Conference Center at Lewis-Clark State College in Lewiston, Idaho. Board President Richard Westerberg called the meeting to order at 1:00 p.m.

**BOARDWORK**

**1. Agenda Review / Approval**

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

**2. Minutes Review / Approval**

**M/S (Edmunds/Atchley): To approve the minutes from the August 10-11, 2011 regular Board meeting; and approve the minutes for the September 9, 2011 Special Board meeting as submitted. Motion carried unanimously.**

3. Rolling Calendar

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

**WORK SESSION - PLANNING, POLICY, AND GOVERNMENTAL AFFAIRS**

President Westerberg announced that Sara Jones from Professional-Technical Education (PTE) will be retiring and this will be her last Board meeting. Ann Stephens from PTE offered some comments regarding everyone's appreciation of Ms. Jones and her service to not only PTE but to the Board. President Westerberg presented Ms. Jones with an honorary plaque for her many years of service.

**Subject: Board Performance Measure Report and Discussion.**

President Westerberg introduced Scott Grothe from the Office of the State Board of Education to present this item. Mr. Grothe provided background information, stating that at the June 2011 Board meeting, 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.

Mr. Grothe shared a power point presentation on the performance measures of the State Board of Education. The performance measure data were presented by Mr. Grothe to provide a general overview of the progress of the state public education system under the purview of the Board as related to the Board's Strategic Plan. The presentation was meant to demonstrate the overall cumulative progress being made toward the Board's strategic goals and objectives. The Board's updated strategic plan will be presented in December for Board action.

Mr. Grothe shared some information about the Board's 60% goal and that the data presented was gathered from the Census Bureau and American Community Survey, with the latest information from 2010. Mr. Grothe pointed out that Census Bureau data does not include certificates at this time, but it will in its 2013 data. Students enrolled in dual credit courses appear to be on an upward trend. Idaho high school graduation rates are currently above the target. Postsecondary enrollment is below the national average. The Board's postsecondary benchmark is 60% and Idaho is approximately 10% below that currently. This information does not include part time freshmen, only full time freshmen.

Mr. Edmunds asked for the definition of certificates. Mr. Grothe indicated that we have clarification on the definition of certificates and it cannot be included with these data because of how the Census Bureau tracks the information. He stated we will not have more current data in other areas until 2013.

Mr. Luna asked if how we calculate the HS graduation rate is changing. Mr. Grothe indicated that it is. Mr. Luna indicated with every student taking the SAT that we should have a better idea of how students are prepared for graduation and beyond. Mr. Luna stated the Board objectives should be driving what we hold K-12 students accountable for. Mr. Westerberg added that as a performance measure going forward, we need to know if the students graduating are prepared.

Mr. Grothe went on to speak about Higher Ed measures within the institutions for degree

seeking students. He presented retention rates for each of the institutions. There was no historical information for CWI as the data available begins with 2010 information. For four year institutions the benchmark is 70% and the two year institutions is 60%. The retention rate used is that defined by IPEDS. The definition is a percentage of first time degree seeking students who are enrolled from the previous fall to the current fall.

Mr. Grothe next showed slides that compared each institution with their national peer institutions for full time student retention numbers. Additionally, he included information on degrees and certificates attained at each institution in comparison to their national peer institutions. He followed the degree and certificate comparison with a comparison of credentials among the national peer groups. Mr. Grothe shared full-time first-time cohort graduation rates for each institution. Mr. Grothe then shared the first-time full-time graduation rates for the group.

Mr. Edmunds asked if there was a comparison among institutions within the state. Mr. Grothe clarified that it was decided to not compare state institutions with each other, but rather with their peer groups.

Mr. Grothe then shared the percent of first-year freshmen returning for second year for both two year and four year institutions. Mr. Grothe clarified for Ms. Atchley that the specific slide presented showed numbers specific to Idaho. There was considerable concern that transfer students are not counted in the IPEDS data which is a national problem and concern. Mr. Grothe commented that unfortunately, these are the only numbers available which reflects only a partial picture. First time freshmen are counted, but the transfer students are not.

There was additional group discussion regarding the graduation rate data and the need to look at more than one data point for graduation rates. Mr. Luna commented that more than one piece of data is needed in measuring our progress toward our 60% goal. Mr. Westerberg agreed, but indicated the question is whether we are using the right performance measures or whether we need to review other performance measure options related to the 60% goal.

Mr. Grothe presented a slide on the Data Quality Campaign Statewide Longitudinal Data System “elements met” checklist which summarized that most of the items on the checklist are being met. The only “no” item on the checklist was the state data audit system which is not currently operational. This material was followed by a check list of “action items” identifying items that are and are not met or operational at this time within the statewide longitudinal data system. One of the items on this checklist that will improve data in the future will be having linked data systems.

Mr. Luna offered comment on how important it is to work at the high school level to ensure the preparation of students going to college and the importance of high schools to use the Idaho Education Network (IEN). Mr. Luna and Mr. Edmunds discussed the IEN and the IEN Program Resource Advisory Council (IPRAC). Mr. Luna highly recommended the Board use IEN and IPRAC toward achieving its 60% goal.

Ms. Bent suggested asking institutional representatives to come forward to provide suggestions on the performance measures. Mr. Grothe shared the final slides of his presentation which showed for each institution their instructional expenses v. FTE. This information included research and instruction dollars in the comparison.

President Jerry Beck commented that the IPEDS data does not reflect and track what is actually happening at community colleges. Mr. Beck expressed the number of students not counted by

the IPEDS data is of concern because it is based on financial aid data. Mr. Westerberg commented that unfortunately at this time, it is the only data available.

President Nellis commented that the final numbers depend largely on mission (i.e., part time or full time students). He also expressed concern about using the peer groups for comparison. Mr. Westerberg clarified that information is used only in context and as a starting point for measuring progress over time.

President Vailas commented that the profile of the institutions should also be considered which would alter the aggregate data. President Vailas was concerned that only one dimension of the data was being considered. President Kustra added that it is difficult to judge the progress because the data starts in 2004. He thought it might help to use information and data on what we are doing today for the measurements and Board's goal.

Mr. Westerberg indicated that essentially the Board wants to measure three things: volume, quality and efficiency in state and student dollars. President Beck recommended taking a "smaller bite" of information and pear down to the bare essentials like why the students are not finishing. Ms. Atchley suggested looking at the whole picture for each institution and encouraged each president to work together. She commented the Board needs to know what is working, what is not working, and why. Ultimately, she wanted to know from the presidents how the Board can help them work together and attain better graduation and retention rates for the state. She summarized that we know what the problems are; we need to work on the solutions. Mr. Westerberg recommended the presidents work harder toward the solutions.

Mr. Luna emphasized looking at what is not working and identify the problem areas and act on them. Mr. Goesling suggested going back to the institutions to develop the database for the performance measures and then have them identify how to improve those data and work on the weaknesses in various areas. He felt that for us to continue to compare the data with IPEDS will not be beneficial.

Mr. Luna commented on the correlation between remediation and the number of first year students that go on. Mr. Edmunds identified that the issue is largely a preparation issue lying within the K-12 arena. Ms. Bent clarified the performance measure as currently in the Board's strategic plan states "the percent of postsecondary first time freshmen that graduated from an Idaho high school in the previous year requiring remedial education in math and language arts." She further commented that the benchmark for two year universities is 55% and for four-year universities is 20%. Mr. Edmunds reiterated his comment that work needs to be done on the K-12 side in the way of student preparation which will also contribute to graduation rates.

President Westerberg excused the group for a 10 minute break. After the break, Mr. Westerberg called the meeting to order at 3:30 and asked that the group move on to each of the institutions' performance measures presentations.

**Subject: Idaho Public Education Institution's & Agency's Performance Measure Report.**

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 toward the Board's Strategic Plan. The presentation is meant to demonstrate each institution and agencies progress toward their 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.

At the June 2011 Board meeting, members indicated they would like the opportunity to further analyze the performance measures being used in the strategic plans and consider assigning specific, uniform performance measures to be included in the institutions future strategic plans.

Mr. Luna presented information from the State Department of Education (SDE). He emphasized having an efficient education system and educating a higher level of students with limited resources. He discussed the fiscal trends of general fund appropriation from 2007 and 2011. He commented that this is the focus of *Students Come First*, i.e., educating a higher level of students with limited resources. He shared some information about state and federal funding. Mr. Luna commented that the Idaho System for Educational Excellence (ISEE) system has been fully deployed and is now rolling out Phase II which will provide current data on student achievement for every classroom teacher. Additionally, SDE has received a \$21 million grant from J.A. and Kathryn Albertson foundation to fund the Instructional Management System (Schoolnet). He commented that educating at a higher level requires next-generation standards and assessments.

Mr. Luna summarized the things that SDE is focusing on to educate students at a higher level and also commented on the need for tools to be able to do this and shared some of the mechanisms in use to achieve this, such as the Idaho Education Network (IEN), use of mobile computing devices and on-line course requirements. He commented that there is a critical need for students to be able to learn in an on-line environment.

Mr. Terrell thanked Mr. Luna and those involved for their hard work toward achieving receipt of the GEAR-UP grant.

Peter Morrill shared the performance measures for Idaho Public Television (IPTV). Mr. Morrill shared the number of hours of educational programming and that they are above the benchmark. Secondly, Mr. Morrill shared the progress of digital implementation. Mr. Morrill stated that IPTV is reaching about 96% of the state's population through the digital transmitters, and the goal is 98%. He also mentioned IPTV has received 60 awards, which is much higher than the benchmark for this category. Mr. Morrill commented on how efficiently the IPTV operates on the number of FTE positions they have available. Mr. Morrill asked if there were any questions.

Mr. Luna asked for an update on the availability of the PBS Digital Learning Library which is called the Idaho PTV Scout. Mr. Morrill indicated that it is a rich digital library containing approximately 14,000 objects (lesson plans, images, sound bites, etc.) that are brought into a web-based infrastructure that is provided free of charge and targeted toward teachers. Forthcoming will be a second service that will be targeted to students. IPTV is also partnering with the Idaho Commission of Libraries on this project.

Don Alveshere presented on performance measures from the Idaho Division of Vocational Rehabilitation (IDVR). He summarized an overview of the data presented from 2005-2011. Mr. Alveshere provided the most current information from the last fiscal year showing a large margin of growth. Mr. Alveshere shared that the average wages have also increased for people who use IDVR services. Mr. Alveshere shared that IDVR has met all seven standards set by the federal government.

Ms. Ann Stevens presented material for Professional-Technical Education (PTE). She summarized PTE's role and progress in supporting the Board's goals and objectives. On Goal

1, objective B, she reported that 66% of high school PTE completers go to college. Ms. Stephens commented on adult learner reintegration, stating over 51,000 adults were served. Additionally, 91% of technical college completers successfully found jobs, entered the military or continued their education. Ms. Stephens included summary information on state employee training which included the Idaho Certified Public Manager Program and Health Matters training.

Dr. Steve Albiston presented material for Eastern Idaho Technical College. He shared a short summary of different programs and efficiencies provided by EITC that address Board Goal 1, objective C, stating that many of their performance measures and data are wrapped up in what Ms. Stephens presented for Professional-Technical Education. With regard to efficiencies, Mr. Albiston commented that they are in the process of implementing cloud technology on their campus which will be very beneficial for both faculty and students to access software from off campus. Mr. Albiston commented that they are in an ongoing collaborative relationship with Idaho State University in the use of EITC's Health Education Building.

President Jerry Beck presented for the College of Southern Idaho (CSI) their progress report to the Board. He commented that the strategic planning process at CSI is ongoing based on what the State Board is requesting, along with the needs and requests of the communities. He stated that CSI will continue to explore ways Core Theme Planning and Strategic Planning can be aligned while meeting Idaho Code, State Board and DFM guidelines, as well as Northwest Commission on Colleges and Universities (NWCCU) standards. President Beck commented on accessibility at CSI and that they are working on improving accessibility at the college which includes affordability for students. Additionally, President Beck stated that along with access, they are very involved and engaged in the success of their students. He commented that the New Satisfactory Academic Progress (SAP) policy goes into effect Fall 2011 which encompasses a minimum completion rate of 67%, a minimum graduation GPA of 2.0 and a maximum timeframe of 150%.

President Glandon presented an update from the College of Western Idaho and stated that a more thorough report would be provided to the Board at the December Board meeting. He commented that the accreditation meeting went exceptionally well and he will receive the official written report on accreditation next week. President Glandon commented that the J.A. and Kathryn Albertson Foundation gifted \$7 million last December and are now currently in the process of revamping a building that will house nine of thirteen programs (which are currently located on the BSU campus). He said that the remaining four programs will likely be able to be moved soon. He indicated that they have had to increase tuition every year. He commented that they have put a 22 member private foundation in place and are actively working to meet their goals. CWI is currently in the process of starting a new five-year plan. Milford Terrell offered congratulations to President Glandon on the collaborative efforts of CWI in the state of Idaho.

President Priscilla Bell presented an update from North Idaho College. She commented that they have a task force in place that is working on removing barriers to completion and identifying other negative influences. She commented positively on enrollment numbers at North Idaho College in the PTE programs stating that NIC has grown their credit enrollment by 45% in four years since the Fall of 2007. Additionally, their PTE enrollment has grown by 65% and their retention rates have increased by 54%. President Bell discussed accreditation at NIC. She identified that their current five year strategic plan going through 2013 has already become obsolete and currently have a committee reviewing a revised strategic plan for the college and should have a recommendation to the Board in January. The college has established a task force to identify strategies as well as barriers in order to facilitate the Higher Ed completion goal.

President Bell also mentioned a focus on the adult student stating that there is a need in the community for adult learners to be better prepared for local jobs. President Bell indicated that the Board's focus group of 24-35 year olds for the 60% completion rate may not be the best target for NIC given the adult learner population. Mr. Terrell complemented President Bell on the effort NIC is making for students in north Idaho.

President Fernandez presented a brief update from Lewis-Clark State College. He shared highlights of the performance measures from LCSC's strategic plan and information on retention rates for first-time, full-time cohort rates. President Fernandez yielded his presentation time concluding that a thorough presentation would take place as scheduled at Thursday's meeting.

President Kustra presented an update from Boise State University. He stated that the university has made significant progress on the issues they have been focusing on over the past few years for student enrollment and retention rates. Additionally President Kustra stated the university had focused on building a stronger and improved residential experience on campus for students which has influenced the data positively. He also indicated the university has been spending extra time on advising, not allowing any student at BSU to register for a second semester without speaking to an advisor. President Kustra commented that they are making progress and commented on the increased focus of STEM programs, graduate programs and research. He recommended changing the mindset of the culture on graduation rates as well.

President Vilas presented a brief update on performance measures from Idaho State University. President Vilas commented that ISU broke through a new category this year in the national rankings of universities based on performance. They have completed the comprehensive health science center in both eastern Idaho and Meridian as well. Their focus is on student retention and the university has seen improvement in the student retention numbers. Additionally, their full time enrollment numbers are up. Their research mission continues to expand and to be very competitive nationally. Their overall portfolio shows the university has been more successful in the federal and private arenas. Relationships with the private sector have improved and many partnerships have been formed strengthening economic development. ISU's economic impact in eastern Idaho is now \$312 million annually and in the state, including alumni, it is \$873 million. ISU has invested in a program called the Career Path Initiative that assists students who seek employment opportunities that are relevant to their academic pursuits. This has also been an important tool in retention of students. ISU has also placed greater emphasis on advising. Mr. Terrell thanked President Vilas for his work at involving the community with the university.

President Nellis provided an update from the University of Idaho on their strategic goals. He showed a comparison slide on the total research expenditures per faculty member at the university as compared to other universities. He commented on the efficiency of the faculty and on the partnerships with other institutions in working toward the 60% goal. He indicated that the percentage of undergraduates in research areas is up. The number of students participating in in-service learning is up as well. The university continues to put emphasis on STEM students.

The update from the University of Idaho concluded the institution and agency performance report updates.

Tracie Bent brought up the subject of uniform measures for the institutions to report on, and recommended the Board identify those measures. Mr. Luna recommended tracking remediation when students show up for college and where the students went to high school to



identify which schools are doing well and which are struggling. Mr. Edmunds added improved retention. President Westerberg added dual enrollment and also commented that there needs to be some efficiency measure in every plan. Mr. Edmunds also added degree levels (the total certificates and diplomas turned out by institutions). Mr. Luna added the cost of degrees and diplomas. Mr. Goesling added accurate data on actual student numbers including full time and part time.

The Board concluded its work session at 5:26 p.m. and the meeting entered into executive session.

### **EXECUTIVE SESSION**

**M/S (Edmunds/Terrell): To go into Executive Session to consider the following:**

**(1) I would like to make a motion to hold an executive session pursuant to Idaho Code Sections 67-2345(1)(c) for the purpose of acquiring an interest in real property which is not owned by a public agency.**

**(2) M/S (Edmunds/Atchley): I would like to make a motion to hold an executive session pursuant to Idaho Code Sections 67-2345(1)(c) for the purpose of acquiring an interest in real property which is not owned by a public agency.**

**(3) M/S (Terrell/Goesling): To go out of Executive Session at 5:45 p.m. and adjourn for the day.**

**A roll call vote was taken and the motion carried unanimously.**

**Thursday, October 20, 2011**

The Board convened for Open Forum on Thursday, October 20, 2011 in the Williams Conference Center of the Lewis-Clark State College in Lewiston, Idaho. Board President Richard Westerberg called the meeting to order at 8:02 a.m. Mr. Westerberg noted for the record that Mike Rush, Don Soltman and Selena Grace are not present at this meeting.

### **CONSENT AGENDA**

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

#### **1. BAHF - Section II – FY 2011 Carryover Funds**

Staff has reviewed the information provided by the institutions, and recommends approval of carry over spending authority, as authorized by legislative appropriation.

**By unanimous consent, the Board approved 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.**

#### **2. IRSA – Quarterly Report: Program changes approved by Executive Director**

Consistent with Board policy III.G.4.b.(2), 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. A list of programs is included in the agenda attachments for Board review.

3. PPGA – Alcohol permits approved by University Presidents

Since the last update on alcohol permits at the August 2011 Board meeting, the 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. A brief listing of permits issued is included in the agenda attachments for Board review.

4. SDE – Cassia County School District #151, Albion Elementary School

Previously, the Albion Elementary School was designated as a hardship elementary school. No action is required unless the State Board of Education chooses to rescind the hardship status.

5. SDE – Curriculum Materials Committee Approval

The State Department of Education recommends the reappointment of Darlene Dyer as the Public Elementary Teacher representative to the Idaho State Curricular Materials Selection Committee through June 30, 2016.

**By unanimous consent, the Board approved the request by the State Department of Education to reappoint Darlene Dyer as the Public Elementary Classroom Teacher representative to the Idaho State Curricular Materials Selection Committee, effective immediately through June 30, 2016.**

6. SDE – Professional Standards Commission Appointment

The State Department of Education recommends the appointment of Rob Sauer to the Professional Standards Commission as the Department of Education representative for the remainder of a three-year term through June 30, 2014.

**By unanimous consent, the Board approved 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.**

**PRESENTATION**

Distinguished School Awards

Mr. Browning reported to the Board on the distinguished school award presentations for Idaho.

**PLANNING, POLICY, AND GOVERNMENTAL AFFAIRS**

1. Lewis-Clark State College (LCSC) Report

President Fernandez asked for a moment of silence to honor the loss of two individuals close to Lewis-Clark State College. President Fernandez introduced LCSC's new Academic Vice

President Dr. Carmen Simone in attendance for this meeting. President Fernandez then provided an overview of LCSC's progress in carrying out the College's strategic plan. He shared LCSC's approved mission statement with the Board and commented on how that mission translates into some very specific programs and areas for the college including a continuing emphasis on programs offered on and off campus at non-traditional times using non-traditional means of delivery and serving a diverse student body.

President Fernandez summarized that LCSC focuses on their role and mission while taking into consideration the role and mission of the state Board. He summarized the different phases of a "Unit Action Plan" as part of LCSC's strategic planning process which contains six different phases. Additionally, he shared the strategic plan initiatives which include compensation, workload, accreditation, planning, review, collaboration and strategic enrollment management.

President Fernandez summarized where LCSC's students are in the Educational Testing Service (ETS) Proficiency Profile and commented that LCSC students tested better than most in many of the areas, but there is still room for improvement. He added that over the last three years, the students have shown improvement. President Fernandez commented that the retention rate for first-time, full-time students is 59% which is a 5% increase. President Fernandez commented that the enrollment rate in LCSC Outreach is up 8.9%.

Milford Terrell commented that 98.3% of students are accepted into LCSC which a commendable number. Mr. Terrell commented that that approximately 81% of students are need based. He asked how the college handles the large number of need based students. President Fernandez summarized that there are many merit and need based scholarships and that the foundation works very hard to help the need based students. Additionally, they receive federal dollars for need based students and also use tuition waivers for areas that are in critical need. They try to handle the need based students as efficiently as possible. Mr. Terrell commended LCSC on their work in helping those need based students. Mr. Luna asked about the Program for Adult College Education (PACE) program. President Fernandez provided a brief summary for Mr. Luna stating the college had approximately 180 students currently in the PACE program.

## 2. President's Council Report

The current chair of the President's Council, Boise State University President Bob Kustra, gave a report from the most recent President's Council meetings and answered questions.

In the first President's Council meeting, they discussed the 60% objective. The discussion revolved about what to count; i.e., degrees or other types of certification. Additionally, the Presidents were asked by the Governor's office to present a list of public-private partnerships which has been completed. President Kustra also commented on the iGEM initiative directed by the Governor's office, summarizing that the Governor would be the one to unveil the iGem plan in 2012.

## 3. 60% Goal Report

Mr. Westerberg commented about the development of a template for the 60% goal and each institutions use of that template. It was agreed that the template which was put together to use as a starting point for each of the institutions has been found a very helpful and useful tool. A brief update was given by the institution Presidents on the Board's goal of 60% of Idahoans aged 25-34 earning a degree or certificate by the year 2020. Included in the discussion were

current and future strategies for achieving this goal. Summarily, the presidents concluded that they are moving forward with the 60% goal and they are all engaged in using their resources effectively toward the Board's goal. The presidents of the Community Colleges also commented on the development of a Community College data system. Ann Stephens from PTE commented on the importance of also considering adult students whose numbers may not be included in the 25-34 year old age group. President Bell commented that the focus at NIC is on older adult students as well.

President Westerberg added that behind the 60% goal is the real task of providing job ready citizenry and thanked the Presidents for their efforts thus far. Mr. Luna complemented President Bell on her efforts with the Kootenai Technical Education Center (KTEC) program.

Mr. Terrell asked about the goal progress of BSU and Idaho State University. The presidents clarified how they came up with their starting goal targets, which are based on the increased number of graduates, to reach the 60% goal. Each institution reported on their use of strategies developed to work toward the 60% goal. The strategies for Boise State include the employment of high impact practices aimed at increasing retention and progress to graduation, enhanced academic advising and course planning, the increase of course availability and pass rates in courses that have a critical impact on progress toward graduation, and intervention in a targeted and timely manner when students are struggling. The strategies for Idaho State University include creating a "seamless" set of practices related to recruitment and admission, centralized student support services, enhanced course scheduling and availability and implementation of their revised general education core which provides increased flexibility for students to complete the core requirements. The strategies for Lewis-Clark State College include expanding academic advising for all students, establishing a first-year experience program for at-risk students, identifying academic "safety nets" for students within the current curriculum and expanding access for academically qualified students. The strategies for Eastern Idaho Technical College include employing pre-enrollment practices that promote college preparedness, enhanced student advising, increasing completion rates of program participants and collaboration with other education institutions. The strategies for North Idaho College include enhanced advising, targeting near completers, curriculum and program development and better recruitment of high school students. The strategies for College of Southern Idaho include accessibility to programs, meeting diverse and changing needs of students, enhanced commitment to student learning and success, maintaining a culture of planning, assessment, data-driven decision making and continuous improvement, and building and maintaining effective partnerships. The strategies for the College of Western Idaho include enhanced student preparation, enhanced advising and course planning, commitment to student retention, , enhanced commitment to student learning and success, maintaining a culture of planning, assessment, data-driven decision making and continuous improvement, and building and maintaining effective partnerships. The strategies for Professional-Technical Education include strengthening articulation agreements between secondary and postsecondary PTE programs, increased access to postsecondary technical college PTE programs, increased postsecondary PTE completion, and transition adult learners into PTE completers.

President Kustra also added that one major challenge facing all colleges and universities is how to bring more students to the campus with fewer dollars and without compromising quality. President Nellis commented that he feels the potential for real growth at the University of Idaho is at the undergraduate level. Mr. Terrell asked President Fernandez about the asterisk next to the 600 on tab 3 page 12. President Fernandez clarified that the 600 was a nominal number and deemed a good starting point. President Fernandez commented that they feel a 3% rate of graduate increase for LCSC is a reasonable rate.

Board member Goesling asked about some of the barriers the president's identify with reaching the 60% goal. Priscilla Bell commented for NIC that a large percentage of adults in that area have no motivation to achieve higher education. She indicated that a major part of the colleges' effort would be to stress the importance of higher education and personal development. She indicated the top three items for NIC are getting the population engaged in higher education, convincing them it is financially achievable, and the skill building they need to succeed in college level classes. President Beck commented on the barriers for his student population is the loss of students to the workforce due to the need to earn money given the economy.

Mr. Goesling asked what the presidents are doing to develop a seamless approach to education and then integration of students into the workforce. President Glandon commented that the technical areas would be important and getting the students a strong set of base skills would be necessary areas of focus at the community college level. He added that cost is a considerable barrier for most students. Ann Stephens commented about existing programs in the PTE schools designed to ready adult students for the workforce.

President Kustra discussed with the Board and other presidents that there is a need to move students through the system quicker, starting earlier in their high school education. He commented that this would also help with the 60% goal in taking a more aggressive position in reaching it by starting earlier in the student's academic career. Mr. Luna summarized how fractional ADA works and other benefits of Students Come First, commenting that once parents understand the benefits to students, there would likely be more students taking advantage of the benefits of on-line courses.

Mr. Goesling asked how to present successes to the Legislators and taxpayers. He expressed concern that the legislators and taxpayers need to be aware of the value their dollars are going toward and that the dollars being spent are producing results. Ann Stephens responded that PTE measures their success by job placement and that speaks largely for the success of their programs. President Nellis responded that it would be helpful to share with the legislature how each of the institutions are making progress and have that information as a streamlined thread of information provided to the Legislature. President Beck commented that changing the unemployment rate in Idaho is very important, and that the performance measures need to be communicated with the media and the citizenry that statistics prove that Higher Ed does make a difference in the community. Ms. Atchley added that growth is not the only element of the 60% goal. She commented that student retention is also a large part of the goal. President Westerberg asked if what the institutions are submitting currently would meet the 60% benchmark. Tracie Bent indicated the institutions are on track to meet the benchmark and that the Chief Academic Officer would be kept informed.

#### 4. Idaho Digital Learning Academy (IDLA)

The Idaho Digital Learning Academy's annual report was presented to the Board by Dr. Cheryl Charlton, Chief Executive Officer. She introduced Jacob Smith, Director of Operations, Mike Caldwell, Director of Academics, and Ryan Gravette, Director of Information and Technology. The report included accreditation information, IDLA Acceptable Use Policy and the IDLA fee schedule. Dr. Charlton indicated that the largest reason students use IDLA is because of scheduling conflicts. IDLA provides distance classes for middle school and high school students. Mr. Caldwell presented material on the importance of those faculty and staff who make up the IDLA. Mr. Gravette shared information on the types of data that are used to form new programs and evaluations for IDLA. Additionally he shared some information on Blended

and Mobile applications that are becoming more popular with IDLA. He also summarized some of the innovative projects IDLA is working on which include partnerships and cost savings. Mr. Caldwell commented that the IDLA had an overall success rate of 81% last year.

Mr. Edmunds asked if they perceive dual credit as a key part of the IDLA's function or as a part of many. Mr. Gravette indicated that the dual credit options are used heavily by the rural districts. Dual credit makes up approximately 9% of the IDLA courses. Mr. Edmunds asked if there was anything the Board could do to make IDLA more effective. Dr. Charlton responded that they are working to maintain the quality of courses and teachers and keeping things affordable for students. Mr. Edmunds asked what the overall average for the delivery of a credit hour is. Dr. Charlton indicated \$325 per course. With their funding formula it comes down to \$75 per course. Their cost is \$325, they charge \$75 because of the state and federal funding they receive. This only applies to students who take class during the school day. A new funding structure will need to be implemented due to changes in IDLA funding formula to cover cost which now will be at a higher rate. Legislatively they will need support as it relates to students taking classes outside the school day. Superintendent Luna commented that IDLA has been a progressive provider for online courses and the quality of their courses is cutting edge.

Mr. Edmunds asked if the cost per course will go down. Dr. Charlton indicated they are looking at models currently that may provide some answers to that question. Mr. Edmunds asked who they consider themselves reporting to. Dr. Charlton said that historically the Idaho Legislature is who they report to.

#### 5. Idaho State Board of Education Governing Policy I.O. Data Management Council – 2<sup>nd</sup> Reading.

**M/S (Westerberg /Atchley): I move to approve the second reading of a new section of Board Policy, I.O. Data Management Council as submitted.** Motion carried unanimously.

#### 6. Data Management Council Update

A presentation by Andy Mehl was given to the Board to review the status of the Data Management Council. Mr. Mehl showed a list of who the members of the Data Management Council are presently. Mr. Mehl summarized the purpose and role of the Data Management Council, stating the purpose of the Council is to oversee the creation, development, maintenance and usage of the P-20 to Workforce Statewide Longitudinal Data System. The information presented provided an update regarding the efforts of the Data Management Council and their planned activities. Mr. Mehl indicated the US Department of Education has extended the deadline from the end of September to January 31, 2012.

Mr. Edmunds expressed concern about meeting our data management goals and needs or if we need to reevaluate our ability to succeed with the milestones we have set for ourselves. He emphasized before the Board the urgency to succeed at this task.

#### 7. Idaho Division of Vocational Rehabilitation (IDVR) – IDAPA 47.01.01 – Temporary Rule

**M/S (Westerberg/Terrell): I move to approve the temporary rule changes to IDAPA 47.01.01 as submitted by the Idaho Division of Vocational Rehabilitation. Motion carried unanimously.**

The proposed change to the IDVR Field Services Manual incorporates language requested as a result of a corrective action plan by Rehabilitation Administration Services, wherein IDVR was found to be out of compliance with federal regulations. These changes will put IDVR in compliance with federal regulatory guidelines. Due to the timeline, a proposed/pending rule will have to be brought back to the Board in Spring 2012.

#### 8. 2012 Board Legislation

Mr. Westerberg introduced the item and the legislative concepts within this package. There are twelve (12) pieces of legislation proposed for the 2012 Legislative session. Each of the pieces has been submitted and approved through the Governor's office, Division of Financial Management, to move forward through the process. Mr. Westerberg clarified that the concepts were approved previously and today we are approving the language.

#### Residency Classification – Military Personnel

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

#### Rural Physician Incentive Fund

**M/S (Westerberg/Edmunds):** I move to approve the proposed changes 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. Motion carried unanimously.

#### Interstate Compact

**M/S (Westerberg/Terrell):** I move to approve the proposed changes to 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. Motion carried unanimously.

#### Health Education – Professional Studies Account

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

#### State Junior College Account

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

#### Opportunity Scholarship

**M/S (Westerberg/Terrell):** I move to approve the proposed changes to 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. Motion carried unanimously.

**Online Course Definition**

**M/S (Westerberg/Edmunds):** I move to approve the proposed changes to section 33-31002A, 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. Motion carried unanimously.

Mr. Luna clarified the parameters of the on-line course definition and the changes being approved today. He recommended that future rules provide the proper definition of on-line courses.

**Scholarship-Housekeeping**

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

**Charter School Funding**

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

**Charter School Statute Clean-Up**

**M/S (Westerberg/Goesling):** I move to approve the proposed changes to 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. Motion carried unanimously.

**Charter School Growth Cap**

**M/S (Westerberg/Edmunds):** 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. The motion failed with a 3-3 vote. (Mr. Goesling, Mr. Westerberg and Ms. Atchley voted nay.)

Mr. Goesling stated that he would vote against this measure and recommends staying with the caps that are presently in existence. Ms. Atchley agreed with Mr. Goesling in voting no.

Mr. Terrell asked if this motion may be studied further and brought before the Board for reconsideration at a later time. President Westerberg agreed with this recommendation. Prior to the Superintendent's section later in the agenda, President Westerberg asked for a second motion with regard to the Charter School Growth Cap item.

**M/S (Westerberg/Terrell):** I move that we reconsider the motion. The motion carried 6-1. (Ms. Atchley voted nay.)

President Westerberg expressed concern that the proposed change to the legislation dealing with the Charter School cap does away with the district cap of one. The legislation strikes the cap on six total new charters per school year and keeps the one per district in place.



After additional discussion on the subject, President Westerberg read the new motion.

**M/S (Westerberg/Luna) I move to amended proposed changes to section 33-5203(2)(a) and section 33-5203(2)(e), Idaho Code , eliminating the statewide cap on new charters and maintaining the one per district cap, 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. The motion carried 5-2. (Mr. Goesling and Mr. Lewis voted nay. Ms. Atchley abstained.)**

#### **Community College – Out of District Tuition**

**M/S (Edmunds/Atchley): 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. The motion carried 7-0. (President Westerberg abstained from voting.)**

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

#### **1. Second Reading, Proposed Amendments to Board Policy III.W. – Higher Education Research Council Policy**

The proposed changes to Board policy III. W. will allow the Higher Education and Research Committee (HERC) to be more responsive and focus on Higher Education research issues that affect our public postsecondary institutions system wide. There were no changes between the first and second reading.

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

#### **2. Value of Higher Education Research Report**

A report was provided to the Board members by the Vice Presidents of Research (VPRs) of BSU, ISU and U of I and provided information on the value of research at the universities. The information is meant to assist the Board in their decision making about institutional roles and missions as well as decisions about future graduate degrees.

Mr. Goesling indicated that estimated workload adjustment (EWA) is one thing to be aware of and how the current EWA would be affected by the cost of research. Ms Atchley said she would like to see more specific fiscal information and less narrative; specifically what total effect does the research dollar have on the university in cost and return on cost and how it impacts the institutions' performance. Mr. Westerberg asked what effect research has on the Board's 60% goal and stated he would like to see actual numbers to support or not support that. Mr. Westerberg clarified that what they are looking for is the net effect of the research institution on the base mission of turning out degrees.

Mr. Edmunds questioned the justification of having three research institutions in Idaho in general. He commented he would like to see institution specific information, not just system results. Additionally, Mr. Edmunds commented he would like to see award versus expenditure

information provided to the Board from the research institutions showing the net benefit or cost of the research institutions.

Mr. Westerberg concluded that the VPRs of the research are being asked to reconvene before the Board to address the benefit and cost of having three research institutions in Idaho. Mr. Edmunds confirmed the specific information the Board would like to see would be clarified in the next IRSA meeting. The board agreed to put the request in writing and be specific to the expectations of the report. The VPRs will work with the IRSA committee to further clarify the expectations of the report.

## **BUSINESS AFFAIRS AND HUMAN RESOURCES**

### **SECTION I – HUMAN RESOURCES**

#### 1. Amendment to Board Policies – Section II. A., C., F., G., H. and P. – First Reading

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.

**M/S (Terrell/Atchley): I move to approve the first reading of the amendments to Board Policy II. A., C., F., G., H. and P., as presented. The motion carried unanimously.**

#### 2. Boise State University – Head Women's Softball Coach

Ms. Atchley reported on behalf of the Athletic Committee. Ms. Atchley indicated the Athletic Committee and the Audit Committee had some issues in common with reviewing contracts. She indicated the Athletic Committee wants the institutions to be aware the Board is looking for four criteria when looking at contracts: 1) timelines, 2) meaningful athletic incentives, 3) three-year terms (with some exceptions) and 4) liquidated damages. Ms. Atchley reiterated that future contracts need to contain these criteria to be considered and follow the model contract in Board policy. Contracts should not be for more than three years.

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 (4) years and the salary is \$58,458 per year with incentives.

**M/S (Terrell/Atchley): 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, 2014, in substantial conformance to the contract submitted to the Board as Attachments 1 and 2, provided however, that the term of the contract shall not exceed three (3) years and termination by the coach for convenience shall include liquidated damages in accordance with the model contract. The motion carried unanimously.**

#### 3. Boise State University – Head Track and Cross Country Coach Contract

Boise State University is requesting approval of a new multi-year contract for its current Head Track and Cross Country James Hardy. The contract will be for four (4) years and the salary is \$85,010 per year with incentives.

**M/S (Terrell/Atchley): 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, 2014, in substantial conformance to the contract submitted to the Board as Attachments 1 and 2, provided however, that the term of the contract shall not exceed three (3) years and termination by the coach for convenience shall include liquidated damages in accordance with the model contract. The motion carried unanimously.**

**4. Boise State University – Head Swimming and Diving Coach Contract**

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 (4) years and the salary is \$60,000 per year with incentives.

**M/S (Terrell/Atchley): 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, 2014, in substantial conformance to the contract submitted to the Board as Attachments 1 and 2, provided however, that the term of the contract shall not exceed three (3) years and termination by the coach for convenience shall include liquidated damages in accordance with the model contract. The motion carried unanimously.**

**5. Idaho State University – Athletic Director Contract**

Idaho State University is requesting approval of a contract for its Athletic Director, Jeffrey K. Tingey. The contract will be for three (3) years and the salary is \$95,014.40 per year with incentives.

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

**6. Idaho State University – Head Women's Softball Coach Contract**

Idaho State University is requesting approval of a contract for its Head Women's Softball Coach, Julia Wright. The contract will be for three (3) years and the salary is \$47,008 per year with incentives.

**M/S (Terrell/Atchley): 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 to the contract submitted to the Board as Attachment 1. The motion carried unanimously.**

**7. Boise State University – Head Football Coach Contract Addendum**

Boise State University is requesting approval of a revised Employment Addendum with Head Football Coach Chris Petersen.

**M/S (Terrell/Goesling): 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. The motion carried unanimously.**

Milford Terrell requested that one attorney who is qualified to work with the state Board contracts be used in formulating large profile contracts such as Coach Petersen's contract.

**M/S (Terrell/Atchley): I move to require that the Board approve any revisions to the Base Plan and to the Excess Plan. The motion carried unanimously.**

## **BUSINESS AFFAIRS AND HUMAN RESOURCES**

### **SECTION II – FINANCE**

#### 1. FY 2012 Sources and Uses of Funds Report

The colleges receive funding from a variety of sources. A summary of the revenue sources and expenditures was provided.

#### 2. Amendment to Board Policies – Section V.B., D. and V. – First Reading

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. Updating Board policy will clarify and streamline reporting requirements, and eliminate unnecessary reporting.

**M/S (Terrell/Atchley): I move to approve the first reading of the amendments to Board Policy V.B., D. and V. as presented. Motion carried unanimously.**

#### 3. Amendment to Board Policy – Section V.E. – Second Reading

In August 2011, the Board approved amendment of Board Policy V.E.2.c., Gifts and Affiliated Foundations, increasing the interval for resubmission of foundation operating agreements from two years to three years. A longer period of review was deemed sufficient for oversight purposes.

**M/S (Terrell/Goesling): I move to approve the second reading of the amendment to Board Policy V.E.2.c. Gifts and Affiliated Foundations, as submitted. Motion carried unanimously.**

#### 4. Boise State University – KBSU Renovation Project – Design

Stacy Pearson from Boise State University presented this item with assistance from the General Manager for KBSU, John Hess. Boise State University seeks approval to start design of the production portion of KBSU to be relocated to the Ron and Linda Yanke Family Research Park (Yanke) pursuant to the previously prepared Yanke facility master plan. Mr. Hess indicated the new facility is approximately two times the size of the current facility on campus and will allow them to do more local production than they are currently able to do. Mr. Hess shared some technical details of the request and also indicated they looked forward to working with Idaho

Public Television Staff in future collaboration.

**M/S (Terrell/Atchley): 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 Yankee Family Research Park for a cost not to exceed \$125,000. Motion carried unanimously.**

5. Boise State University – Lincoln Avenue Recreation Field Project – Design

Ms. Pearson summarized that Boise State University seeks to develop a second campus recreation field to assist with over-utilization to the current recreation field. The proposed space for which BSU is requesting approval is consistent with their Board-approved Master Plan. Ms. Pearson indicated there is a single-family dwelling within the University's expansion zone currently used as a rental income property, and the owner of this dwelling is a willing seller.

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

6. Boise State University – Enterprise Systems Agreement

Ms. Pearson provided clarification on the Enterprise Systems Agreement which is the administrative and academic system of record for the university. They are seeking approval today for the student system of the Roadmap for transitional purposes. This will provide improvement to the current administrative system. Ms. Pearson shared an overview of the Roadmap and the objectives contained within it. Ms. Pearson commented that the goal of the Roadmap is a shift of resources from maintaining systems to innovating advancing systems. She also shared key success factors for this project which include governance structure, expansion of business intelligence and unified web experience. Ms. Pearson indicated that the size and scope of the Enterprise Roadmap project make it necessary to supplement internal staff with external expertise. Ms. Pearson indicated the total project cost will equal approximately \$12 million over four to five years. Today, they are seeking approval for external contracts. CIBER has been identified to manage the Campus Solutions upgrade for a cost not to exceed \$1.5 million. The project is expected to be completed in eleven months and CIBER has been identified as an industry expert in the enterprise system consulting field. It is also a certified platinum Oracle/PeopleSoft partner. Ms. Pearson indicated that the proposed agreement found in attachment one that was provided to the Board for review includes terms and conditions as well as a scope of work, contract summary and detailed risk mitigation plan.

Mr. Terrell asked about BSU's collaboration with other Idaho institutions. Ms. Pearson indicated there is a national Higher Education users group they collaborated with in order to develop the system but that other Idaho institutions are not on this particular product. Matt Freeman asked about their work with U of I on the research module. Ms. Pearson indicated that BSU has worked with U of I extensively on the research function of this project despite being on a different software system.

**M/S (Terrell/Atchley): 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. The Motion carried 6-2. (Mr. Goesling and Mr. Edmunds voted nay.)**

Discussion: Mr. Edmunds asked if this should be a system wide approach or if the Board is ok with each institution running its own course. Mr. Edmunds does not agree with everyone doing their own thing and not coming together with a system wide approach. Mr. Goesling suggested that question be returned to BAHR for further information on those kinds of questions. Mr. Terrell reminded the Board that approval has already been given for systems among universities. Ms. Pearson also indicated that as far as licensing goes, licensing would be on an individual basis and not a system wide situation. She reiterated that no matter what the system, the institutions' best defense is to keep their systems current whether they are on the same system or not.

Mr. Westerberg asked the members of BAHR if there is a volumetric benefit to be had by having a single system and recommended using the IT resources at the institutions to help provide answers to this question. Ms. Atchley recalled that they question did come up months ago when it was first suggested. She reported that Staff indicated the system would work with the SLDS system and the Blackboard system as well. Mr. Freeman indicated a study was done in 2009 by the Chief Information Officers at the institutions on consolidating to a single system. He will provide a report to the Board on what that study indicated.

#### 7. Boise State University – Yanke Research Park Lease Extension

**M/S (Terrell/Edmunds): 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 Boulevard through October 2013. Motion carried unanimously.**

#### 8. Boise State University – Stadium Project Update

Ms. Pearson provided an update of the Bronco Stadium Expansion Project Phase 1. Ms. Pearson indicated the original cost estimates may be short by approximately \$3 million. However, that has not been determined exactly and will be reviewed and brought before the Board in the future. The design team is continuing efforts to minimize additional costs while meeting program needs. A final budget and financing plan will be presented to the Board when the project is brought for construction approval, currently planned for the December 2011 Board meeting.

Mr. Terrell asked if any of the money they will be spending on the project will come from appropriations, general funds or student fees and if so, will it negatively impact cash flow for the academic programs. Ms. Pearson indicated the only fee that could be used is the strategic facilities fee but otherwise the money will not come from any of the areas Mr. Terrell identified. Mr. Terrell asked for an outline from BSU at the next Board meeting on 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. Mr. Terrell also asked for the update to include information on how new bonding for this project may impact the university's overall bonding capacity and bond ratings.

#### 9. University of Idaho – Nicolls Building Renovation Project – Planning and Design

**M/S (Terrell/Atchley): I move to approve the request by the University of Idaho to implement the Planning and Design Phase of the Nicolls 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. Motion carried unanimously.**

Mr. Edmunds asked if the project would be privately funded. Mr. Terrell indicated that it would.

## **STATE DEPARTMENT OF EDUCATION**

### 1. Superintendent's Update

Mr. Luna indicated there would be a presentation from the Coalition Against Sexual and Domestic Violence. He introduced several members of the Idaho Coalition Against Sexual and Domestic Violence starting with Executive Director Kelly Miller. He also introduced from the Coalition Pat Stewart, Sharon Page and Annie Pelletier. Capital High student Sara Hope-Leonard also participated in the discussion. Ms. Miller reported on sexual violence and warning the signs at public schools and shared some sobering statistics with the Board on teens that have been exposed to dating violence. Ms. Miller also showed a presentation put together by the Center for Healthy Teen Relationships. They hope today to start the process to develop a policy against sexual and domestic violence for teens, focusing on the prevention of adolescent dating abuse. The group shared the importance of having a policy in place and outlined information about the adolescent dating abuse prevention and response policy. They have implemented a formal policy which will complement policies already in place at the district level hoping to establish a safer environment at school.

Mr. Luna shared some statistical data on Idaho students and how dating violence affects them.

Mr. Goesling asked if teachers are in need of tools to help step in to help students in these situations. Shannon Page indicated that teachers do need tools as well as Board guidance.

### 2. Temporary Rule – IDAPA 08.02.03.111 – Assessment in the Public Schools

**M/S (Luna/Goesling): I move to approve the temporary rule changes to IDAPA 08.02.03.111, Subsections 03, 06, 07, as submitted. Motion carried unanimously.**

### 3. Boise School District – Request for Waiver, IDAPA 08.2.03, Section 112

**M/S (Luna/Atchley): I move to approve the request by the Boise School District to receive a waiver for IDAPA 08.02.03 Section 112 for school choice between secondary schools for the 2011-2012 school year. Motion carried unanimously.**

### 4. ESEA Flexibility and Waiver Guidance

Mr. Luna provided some background information on the No Child Left Behind Act (NCLB) which passed in 2001. Mr. Luna reported that Congress is currently taking up reauthorization of NCLB.

Mr. Luna stated that the waiver is not a waiver away from accountability. It actually it is designed to allow Idaho and other states to move toward a higher level of accountability. Mr. Luna summarized that the focus is not on how many students can pass a test, but the focus is shifting to a growth model focused on proficiency and how the students are growing academically. Mr. Luna stated that Idaho has met all the criteria in order to receive this waiver and the waiver must be drafted by the end of February. Mr. Luna confirmed that there will be more information detailed in December and a thorough will be provided to the Board.

**5. School Districts' Trustee Boundary Rezoning Re-submittals**

**M/S (Luna/Atchley): I move to approve the Idaho school districts' trustee boundary rezoning proposals for those school districts listed under 'Recommend for Approval' as submitted. Motion carried unanimously.**

**M/S (Luna/Edmunds): I move to approve the Emmett Independent District trustee zone proposal, as submitted. Motion carried unanimously.**

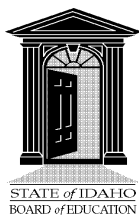
**M/S (Luna/Goesling): I move to approve the Three Creek Joint Elementary District trustee zone proposal, as submitted. Motion carried unanimously.**

**OTHER BUSINESS**

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

**M/S (Westerberg/Edmunds): To adjourn the meeting at 3:56 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

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**DRAFT MINUTES  
STATE BOARD OF EDUCATION  
November 3, 2011  
Special Teleconference Meeting  
Boise, ID**

A special teleconference meeting of the State Board of Education was held November 3, 2011. It originated from the Board office in Boise Idaho. Board President Richard Westerberg presided and called the meeting to order at 2:06 p.m. A roll call of members was taken.

**Present:**

Richard Westerberg, President  
Rod Lewis  
Milford Terrell  
Tom Luna

Don Soltman, Secretary  
Emma Atchley  
Bill Goesling

Ken Edmunds, Vice President, joined the meeting at 2:05 p.m.

**By unanimous consent, the Board agreed to move BAHF item 1 to the beginning of today's agenda for discussion purposes.**

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

**1. Boise State University – Athletic Conference Discussion**

**Discussion:** Mr. Terrell introduced this item stating that Boise State University (BSU) is requesting permission to change conference affiliations for its intercollegiate athletic terms. Mr. Terrell requested discussion on the item to answer any questions on the matter for the Board members and the media. President Kustra presented opening comments on the subject and also introduced Curt Apsey (BSU Interim Executive Director/Athletics), Kevin Satterlee and Stacey Pearson from BSU to participate in the discussion. President Kustra confirmed that the university has been in discussion over the past few weeks with the Big East Conference regarding the possibility of joining the Conference for football only, beginning in July 2013.

President Kustra outlined the opportunities of joining the Big East Conference, commenting on the increased revenues and BCS status to name a few. He indicated they are honored to be considered for this conference. He commented that he is aware of the concerns surrounding travel expenses for the student athletes, coaches and fans. President Kustra said the Big East is working to provide BSU with partners through the creation of a Western Division of the Conference.

President Kustra confirmed that the university had conducted and will continue to conduct a rigorous due diligence process and careful analysis of options, and review and analysis of terms of their membership and apportionment of revenue to this Conference. He stated there is no way to know the amount of revenue that could be realized under a new Big East media contract. Under the current Big East media contract, it would nearly triple the amount received. The current Big East contract is due for renegotiation in 2012. President Kustra commented that there have been no formal invitations, but today they seek the ability to make a decision if an invitation is extended, as well as the ability to make a decision on the conference in which basketball and other Olympic sports will be located. President Kustra emphasized the importance of both decisions, stating they are critically important to the future of the University and its athletic program.

President Kustra clarified the University considers a good geographic fit to be very important for the athletic programs at the University. Board member Terrell asked about the automatic qualifier and how much longer it would be in place if they go to the Big East Conference. President Kustra stated as long as the BCS contract is in place, the automatic qualifier is also in place – which would be at least until 2013. Mr. Terrell noted the public attention this subject has received lately and asked about the effect splitting the conference has on the budget, athletics and the fans. Dr. Kustra indicated that preliminary talks have included the prospect of the Big East having a Western and Eastern Division and the prospect of two additional western teams besides BSU joining the conference. Dr. Kustra stated he is very pleased with the prospects of this Western Division of the Big East Conference and reminded the Board that an official invitation has not been received yet, so there are still details that remain for consideration.

Superintendent Tom Luna asked President Kustra if the establishment of a Western Division is a deal breaker if it is not established with the Big East Conference. President Kustra responded in the affirmative that it was a deal breaker. He remarked that he has clearly stated to the individuals at the Big East that BSU would go in with a western partner and they will not join until they are completely sure they have another satisfactory western university joining as well.

Mr. Goesling asked if Boise State moves to the Big East Conference, what would be the impact to other Idaho schools. President Kustra stated there is definitely an impact; however the other schools would likely be absorbed by the Western Athletic Conference (WAC) along with other changes. Mr. Goesling asked what the costs are to leave the WAC. President Kustra indicated there is a \$5 million exit cost to leave the WAC if they leave without giving notice. To avoid the exit fee, Boise State must give notice by June 30, 2012. President Kustra did comment that in leaving the WAC, they would forfeit the last year's revenue. Mr. Satterlee confirmed that there is no cash penalty if notice is given prior to June 30, 2012. Mr. Satterlee additionally commented that going to a bowl game this year would not impact the revenues for the 2012 season. Mr. Goesling asked about how BSU will address any gender equity issues. Mr. Satterlee commented the move to the Big East Conference would not have any effect on the current gender equity situation or gender equity plan.

Mr. Luna asked if there is a time line that the University is working under or one that the Board can anticipate. President Kustra stated they should have more information on the timeline by next week.

Mr. Goesling asked about the impact on other sports besides football. Dr. Kustra commented that University staff are exploring Division 1 conferences that have the same opportunities for student athletes, and are trying to remain as close to the current competition as they have presently. He further stated Boise State University is making every effort to find the conference that is the best

match for each program.

Following discussion Mr. Goesling made a substitute.

### BOARD ACTION

**M/S (Terrell/Lewis):** I move to authorize the President of Boise State University to make the final decision as to whether it is in the best interests of the University to accept an invitation to the Big East Conference as a football-only member and to another conference for the University's remaining intercollegiate sports, and in so doing to comply with all Board policies and procedures. A roll call vote was taken, motion passed 7-1. (Mr. Goesling voted nay).

**Substitute M/S (Goesling/)** I move to enter an alternate motion to delay the decision on the first motion for a period of time to allow us to gather more information as to the costs going into another conference, leaving the current conference, and to address the gender equity and other legal issues. Vote failed for lack of a second.

In the concluding discussion about this item, Mr. Luna asked for regular updates from Boise State on the subject of the Big East Conference. President Kustra agreed to provide updates to the Board on the matter.

### INSTITUTIONAL RESEARCH & STUDENT AFFAIRS (IRSA)

#### 1. Boise State University – Doctorate Program – Ph.D. in Biomolecular Sciences

**Discussion:** Mr. Edmunds asked that BSU provost, Dr. Marty Schimpf, present this item. Dr. Schimpf introduced the information surrounding the Ph.D. in Biomolecular Sciences in the form of a PowerPoint presentation. He outlined the ten year effort towards the Ph.D. program and discussed expanding Idaho's research capacity. He commented on the INBRE program and the Boise State niche that new degree programs are being developed in the area of biomolecular studies, building on the interdepartmental strengths in biochemistry, biophysics and biomaterials.

Additionally another benefit of this program is the overlap in courses offering students a greater variety. Dr. Schimpf emphasized that BSU continues to focus on undergraduate education. He outlined the 3-year rolling average in external funding and went on to summarize the return on investment that will be gained from this program. Dr. Schimpf indicated this particular program provides a very good return on investment. He outlined the future ongoing funds for the PhD program and additionally provided a summary of comments from the Ph.D. external review team which were favorable for the program and positive in nature.

### BOARD ACTION

**M/S (Edmunds/Terrell):** I move to approve the request by Boise State University to offer a Doctor of Philosophy in Biomolecular Sciences. A roll call vote, motion passed 7-1 (Mr. Goesling voted nay).

Mr. Goesling offered a statement on his vote. He stated his vote is nay because he feels there should be a systems approach to programs in order to meet challenges at multiple institutions. He

feels that each institution should be involved in a statewide collaborative effort.

Mr. Edmunds offered comment that there are many programs that will be coming before the Board for review in the coming months that will require much work. Mr. Edmunds requested that other board members give feedback to IRSA Committee on the programs that will be forthcoming.

Mr. Terrell commented to Boise State that it would be helpful if they would better clarify the increased opportunity of collaboration of programs among institutions.

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

### 1. Pending Rule – Docket 08-0104-1101 – Residency Classification

#### **BOARD ACTION**

**M/S (Soltman/Edmunds): I move to approve to the Pending Rule Docket 08-0104-1101 Rules Governing Residency Classification, as submitted. A roll call vote was taken, motion passed 7-0 (Mr. Terrell was absent from voting).**

### 2. Pending Rule – Docket 08-0109-1101 – GEAR UP Idaho Scholarship

#### **BOARD ACTION**

**M/S (Soltman/Atchley): I move to approve Pending Rule Docket 08-0109-1101, as submitted. A roll call vote was taken, motion passed 7-0 (Mr. Terrell was absent from voting).**

### 3. Pending Rule – Docket 08-0111-1102 – Registration of Post-Secondary Educational Institutions and Proprietary Schools

#### **BOARD ACTION**

**M/S (Soltman/Terrell): I move to approve Pending Rule Docket 08-0111-1102, as submitted. A roll call vote was taken, motion carried unanimously.**

**Discussion:** Mr. Soltman summarized that there were two comments received during the open comment period. He indicated that Ms. Tracie Bent clarified and answered the questions and there were no further comments thereafter.

### 4. Pending Rule – Docket 08-0114-1101 – Idaho Rural Physician Incentive Program

#### **BOARD ACTION**

**M/S (Soltman/Atchley): I move to approve Pending Rule Docket 08-0114-1101, as submitted. Motion passed 7-1 (Mr. Edmunds voted nay).**

**Discussion:** Mr. Edmunds does not agree with the program or how it is funded. Mr. Soltman clarified that this program was established by the 2003 legislature to encourage primary care physicians to practice in medically underserved areas. Ms. Bent stated that legislation has been submitted to move the payment portion of this program to the Division of Health and Welfare where it would have a better fit with their Rural Health Program. Ms. Bent commented that if the new

legislation passes the Legislature, the program will remain under the Board through the end of this fiscal year and then be turned over to Health and Welfare.

Mr. Lewis asked if the program does get moved, if it would be moved with the rules intact. Ms. Bent confirmed that in discussions with Health and Welfare, they would leave it intact so the payment would go directly to the physician. Ms. Bent indicated there would be a new set of rules promulgated if the legislation passes and that Board Staff did work with Health and Welfare staff in preparing the legislation. Ms. Bent further clarified that it is just the payment portion from this program that would be moving to Health and Welfare; the collection of funds would remain under the Board's responsibility.

5. Pending Rule – Docket 08-0203-1102 – On-Line Course Graduation Requirement

**BOARD ACTION**

**M/S (Soltman/Edmunds): I move to approve Pending Rule Docket 08-0203-1102 – Rules Governing Thoroughness, as submitted. A roll call vote was taken, motion carried unanimously.**

**Discussion:** Mr. Soltman commented that during the 21 day comment period there were 10 comments received. The majority of the comments expressed opposition to requiring an on-line learning requirement. Additional concerns were based on a financial burden to districts to purchase or contract with providers providing on-line courses as well as the impact the Idaho Digital Learning Academy's funding structure will have on school districts. Ms. Bent noted that districts

**STATE DEPARTMENT OF EDUCATION**

1. Pending Rule – Docket 08-0201-1101 – Open Negotiations

Mr. Luna commented that there were comments received from Idaho School Boards Association and that changes to the rule were made based on those comments.

**BOARD ACTION**

**M/S (Luna/Terrell): I move to approve Pending Rule Docket 08-0201-1101, as submitted. A roll call vote was taken, motion carried unanimously.**

**Discussion:** Mr. Luna clarified the Board's role in this is so that the rules reflect the legislative intent.

2. Pending Rule – Docket 08-0202-1101 – SISBO Manual

**Discussion:** Mr. Luna stated that each year changes are made to the national standards affecting the Division of School Transportation. Those changes have been incorporated into these rules to keep them in line with the national standards. He further commented there were no comments received during the public comment period.

**BOARD ACTION**

**M/S (Luna/Edmunds): I move to approve Pending Rule Docket 08-0202-1101, as submitted. A roll call vote was taken, motion carried unanimously.**

**Discussion:**

Mr. Terrell asked if the level of pricing would change. Mr. Luna replied that the national standard is for safety reasons only and doesn't have to do with the costs of transportation.

**3. Pending Rule – Docket 08-0202-1102 – Accreditation**

**Discussion:** Mr. Luna stated that no public comments were received during the public comment period.

**BOARD ACTION**

**M/S (Luna/Terrell): I move to approve Pending Rule Docket 08-0202-1102, as submitted. A roll call vote was taken, motion carried unanimously.**

**4. Pending Rule – Docket 08-0202-1103 – Endorsements**

**Discussion:** Mr. Luna stated that no public comments were received during the public comment period.

**BOARD ACTION**

**M/S (Luna/Edmunds): I move to approve Pending Rule Docket 08-0202-1103, as submitted. A roll call vote was taken, motion carried unanimously.**

**5. Pending Rule – Docket 08-0202-1104 – Interim Certificate**

**Discussion:** Mr. Luna stated that some public comment was received during the public comment period. He further commented that the need for an interim certificate exists today. The change to this rule allows for a three year interim certificate to be issued to any Idaho educator whose certificate has expired.

**BOARD ACTION**

**M/S (Luna/Terrell): I move to approve Pending Rule Docket 08-0202-1104, as submitted. A roll call vote was taken, motion carried unanimously.**

**6. Pending Rule – Docket 08-0202-1105 – Official Vehicle of Approval**

**Discussion:** Mr. Luna commented that there were changes made to the proposed rule based on public comments received.

**BOARD ACTION**

**M/S (Luna/Edmunds): I move to approve Pending Rule Docket 08-0202-1105, as submitted. A roll call vote was taken, motion carried unanimously.**

**7. Pending Rule – Docket 08-0202-1106 – Teacher Evaluation**

**Discussion:** Mr. Luna pointed out that a change would be made to Section 6 of this rule. He

indicated the first sentence will be changed to use the word “shall” instead of “should” as follows, “the evaluation policy ***shall*** include a provision for evaluating all certificating personnel ...”

#### BOARD ACTION

**M/S (Luna/Edmunds): I move to approve Pending Rule Docket 08-0202-1106, as amended. A roll call vote was taken, motion carried unanimously.**

8. Pending Rule – Docket 08-0203-1101 – ISAT-ALT

**Discussion:** Mr. Luna stated that no public comments were received during the public comment period.

#### BOARD ACTION

**M/S (Luna/Terrell): I move to approve Pending Rule Docket 08-0203-1101, as submitted. A roll call vote was taken, motion carried unanimously.**

9. Pending Rule – Docket 08-0203-1103 – Assessment

**Discussion:** Mr. Luna stated that no public comments were received during the public comment period.

#### BOARD ACTION

**M/S (Luna/Edmunds): I move to approve Pending Rule Docket 08-0203-1103, as submitted. A roll call vote was taken, motion passed 7-1 (Mr. Lewis voted nay).**

**Discussion:** Mr. Lewis asked when the end of course assessments would come into place and if it is necessary to end the Direct Writing Assessment (DWA) or Direct Math Assessment (DMA) in order to get to the end of course assessments, or if there is another course of action.

Mr. Luna commented that the timeframe for end of course assessments is the class of 2017.

Mr. Lewis asked if we know the rate of participation at this time. Mr. Luna commented that they will continue to post the prompts for these assessments and he will check on the rate of participation for Mr. Lewis.

10. Pending Rule – Docket 08-0203-1104 – Dual Credit, College Entrance Exam

**Discussion:** Mr. Luna commented that there were comments received from Idaho School Boards Association and that changes to the rule were made based on those and other public comments.

#### BOARD ACTION

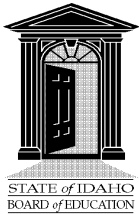
**M/S (Luna/Westerberg): I move to approve Pending Rule Docket 08-0203-1104, as submitted. A roll call vote was taken, motion carried unanimously.**

**Discussion:** Mr. Terrell commented that he would like to see students brought up to four year math and science requirements.

**OTHER BUSINESS**

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

**M/S (Westerberg/Terrell): To adjourn at 3:30 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

**DRAFT MINUTES  
STATE BOARD OF EDUCATION  
November 16, 2011  
Special Board Meeting  
Idaho Falls, ID**

A special meeting of the State Board of Education was held November 16, 2011. It originated at Eastern Idaho Technical College, 1600 South 25<sup>th</sup> Street East in the Health Education Building, Room 6163-6164 in Idaho Falls, Idaho. Board President Richard Westerberg presided and called the meeting to order at 3:30 p.m. A roll call of members was taken and a quorum was present for the meeting.

**Present:**

Richard Westerberg, President  
Ken Edmunds, Vice President  
Bill Goesling

Don Soltman, Secretary  
Milford Terrell

**Absent:**

Emma Atchley  
Rod Lewis  
Tom Luna

**BUSINESS AFFAIRS & HUMAN RESOURCES****1. Eastern Idaho Technical College – Presidential Appointment**

**Discussion:** President Westerberg indicated this special meeting is for the purpose of ratifying the selection of the new president of the Eastern Idaho Technical College. The selection committee included Emma Atchley, Vera McCrink of Professional-Technical Education, and President Westerberg who reviewed the applicants. The committee interviewed all finalists and made their recommendation which is being voted on today at this special meeting.



**BOARD ACTION**

**M/S (Terrell/Soltman):** I move to appoint Dr. Steven Albiston as the President of Eastern Idaho Technical College, effective January 1, 2012, at a salary of \$115,000 annually. A roll call vote was taken. Motion carried unanimously.

**Discussion:** President Westerberg asked Dr. Albiston to provide a brief summary of his experience. Dr. Albiston outlined his background, stating that he began working at Eastern Idaho Technical College in October 1981 as an admissions counselor. Over the years, he worked his way up in leadership roles and responsibilities. He went from admissions counselor, to a coordinator position, a student services manager, a dean of students, and for the past year he has held the position of Vice President of Instruction and Student Affairs. Dr. Albiston expressed great honor in being selected as the next president of the Eastern Idaho Technical College.

**OTHER BUSINESS**

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

**M/S (Terrell/Soltman):** To adjourn at 3:39 p.m. Motion carried unanimously.

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**BUSINESS AFFAIRS AND HUMAN RESOURCES  
DECEMBER 7, 2011**

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**SUBJECT**

Performance-Based Funding for the College and Universities

**APPLICABLE STATUTES, RULE OR POLICY**

Idaho State Board of Education Governing Policies & Procedures, Section V.S.  
Idaho Code §33-111

**BACKGROUND / DISCUSSION**

The State's investment in four-year public higher education has gone from \$285.1M in FY 2009 to \$209.8M in FY 2012. At the same time, the demand for postsecondary education is strong; and the need for a postsecondary education in today's global knowledge economy cannot be overstated if we wish to remain competitive among industrialized nations. The reality of this situation requires that we use every dollar to maximize operational efficiencies.

**IMPACT**

Performance-based Funding can be used as a strategic incentive for innovation and creativity in resource allocation to improve desired campus outcomes.

**ATTACHMENTS**

Attachment 1      Performance-based Funding: A Re-Emerging  
Strategy in Public Higher Education Financing      Page 3

**STAFF COMMENTS AND RECOMMENDATIONS**

Staff will give a presentation which will provide background, best practices and a concept proposal.

Attachment 1 is an excellent objective primer on the subject of performance-based funding history, current trends, and pros and cons.

**BOARD ACTION**

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

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## Performance-based Funding: A Re-Emerging Strategy in Public Higher Education Financing

by Thomas L. Harnisch  
Policy Analyst

The transition to a global economy has put an increased value on human capital for individual and collective economic security. Recognizing this, as well as the need to pursue innovation, President Obama has set the ambitious national goal of leading the world in the proportion of college graduates by 2020.<sup>1</sup> The administration hopes to achieve this through a renewed focus on improving the decades-long stagnation in college completion rates.<sup>2</sup> This effort has led to a “completion agenda” matched by initiatives from national higher education associations, state government leaders, policy think tanks and major philanthropic organizations.

At the core of this agenda are public colleges and universities. Public postsecondary institutions, from community colleges to research universities, educate the majority of U.S. students. They provide high-quality, accessible educational opportunities that reflect the needs of communities, regions and states. This place-based, “public purpose” mission is achieved through public-private partnerships, value-added research and skilled graduates.

However, because of reduced state operating support, these very institutions are confronting historic budget cuts and leaving some to question

whether President Obama’s attainment goal can realistically be achieved. Public colleges and universities rely on state budget appropriations, which have declined significantly during the economic downturn. Recent state budget cuts have contributed to higher tuition levels, lower financial aid awards and academic program closures. Enrollment caps have also been implemented in a number of institutions and states. Together, these factors, and many others, could hinder efforts to help more students finish their college degrees.

Boosting college completion rates in an austere funding environment has led to a national productivity agenda for higher education. Led by the Lumina Foundation for Education, the agenda aims to identify, measure and increase institutional effectiveness; share best practices through pilot programs; and explore alternative educational delivery systems.<sup>3</sup> These efforts are aimed at offering more high-quality college opportunities to a greater number of students within existing budgetary constraints.

### Productivity and Performance-based Funding

One component of the productivity agenda involves re-visiting *performance-based funding (PBF)* as a means of improving institutional effectiveness. PBF

is a decades-old higher education finance strategy that links state funding for public colleges and universities with institutional performance.<sup>4</sup> PBF represents a fundamental shift in higher education finance—a shift from state inputs to campus outcomes, and from institutional needs to state priorities.<sup>5</sup>

This finance approach has had a mixed history of success and instability.<sup>6</sup> However, advances in state student data systems and policy refinements acquired from years of state PBF experiments have allowed the postsecondary financing strategy to re-emerge as a core component of the productivity and college completion agendas.<sup>7</sup> The Lumina Foundation, Bill and Melinda Gates Foundation, College Board, National Conference of State Legislatures (NCSL), National Governors Association (NGA), and Education Commission of the States (ECS) have promoted PBF as a policy option for improving campus productivity and boosting college completion. The Obama administration has also recommended that states explore PBF to improve college completion.<sup>8</sup> Together, this has translated to conversations and policy action in state capitols across the nation.

### **PBF Theory and Components**

PBF is an incentive-based policy instrument predicated on *resource dependency theory*.<sup>9</sup> This theory posits that changes in resource availability will threaten organizations and encourage adaptation for continued existence.<sup>10</sup> In this case, because the leaders of public colleges and universities are significantly dependent on state appropriations, the theory postulates that they will take the measures necessary to retain or enhance their institutions' funding. This may involve encouraging more efficient resource allocation, improving program performance and generating degrees that reflect state workforce needs.

This approach to higher education finance has three main components: *goals*, *measurements* and *incentives*. For the system to be effective, these components must be aligned and complimentary. The goals generally consist of state or institutional

priorities, such as increasing the number of college graduates and improving outcomes for low-income students.

The measurement component tracks campus outputs and progress towards these goals. Measurements typically reflect state priorities and campus mission. The U.S. Department of Education's *College Completion Tool Kit* categorizes these measurements as:

- General outcome indicators (graduation rates, certificates conferred, etc.)
- Subgroup outcome indicators (Pell Grant recipients, nontraditional students, etc.)
- High-need subject outcome indicators (STEM fields, nursing, etc.)
- Progress indicators (course completion, transfer, credit milestones, etc.)

The incentives, which can be financial or regulatory, are rewards given to spur urgency and action on improving measurements to meet state goals. Often these incentives are in the form of state appropriations, but they can also consist of changes in campus autonomy, such as greater tuition-setting authority.

### **PBF Delivery Models**

Three PBF models that directly link state funding and campus outcomes are *output-based funding*, *performance contracts* and *performance set-asides*.<sup>11</sup> Within these models are a number of programmatic arrangements, which can encapsulate the entire state higher education budget or only a small share of funding.

**Output-based systems** (or payment for results) are funding formulas linking state funding and outputs, such as the number of students meeting credit milestones and completing college. The formula can be weighted according to campus mission, with preferences given for low-income and at-risk students. This approach incentivizes campuses to seek better performance on key metrics in order to generate additional state funding.

**Performance contracts** are negotiated agreements between states and institutions to achieve results. The contracts are regulatory documents representing customized, campus-centric approaches to improving performance. In exchange for a funding allocation, institutions come to an agreement with the state regarding benchmarks and goals.

**Performance set-asides** are a separate portion of state funding designed to improve campus performance. This may be a “bonus” fund or a separate portion of a regular state appropriation. Campuses compete in order to receive money from this account.

This paper will explore PBF’s mixed history, illustrate a number of programs operating across the nation, present arguments on both sides of this approach, outline best practices and provide an update on PBF state policy proposals. All told, PBF can be viewed as a historically popular approach to higher education finance, but one with a mixed record of success. The policy is re-emerging in many states, with a number of them having integrated the most impactful elements of past programs. If successful, these efforts may spur changes that result in greater institutional productivity and improved progress toward meeting state and national educational attainment goals.

## Observations

### **PBF has had mixed success over the last 30 years.**

PBF has been a popular yet unstable approach to higher education finance. Between 1979 and 2007, 26 states enacted performance funding, while 14 abandoned their programs (two states, however, re-established programs).<sup>12</sup> PBF was especially popular during the 1990s economic boom, when flush state coffers provided performance funds for colleges and universities. As state revenues declined during the early half of the 2000s, many PBF systems that were considered “add-ons” were eliminated in state budgets.<sup>13</sup> Only a handful of states have performance funding, many of which link only a small portion of state funding to performance.<sup>14</sup>

A number of program hazards have in the past prevented PBF from becoming a mainstay in higher education finance. Several programs have been abandoned because program designers failed to correctly align campus measurements and state goals or did not account for campus missions. Other issues—such as state funding cuts, crude data measurement and lack of sustained support from political and campus leaders—have contributed to program abandonment over the past three decades.<sup>15</sup> Many states have reverted to simply reporting their performance instead of linking it directly to state appropriations.<sup>16</sup>

Some have noted PBF success at the campus level. Research performed on community colleges by Columbia University’s Community College Research Center, for example, indicates that campus officials garnered a greater awareness of state priorities and institutional performance due to PBF systems. This incentivized colleges to make changes to reflect performance indicators, such as improving remediation efforts. However, program success at community colleges continues to be hampered by poor program design, unstable funding and inequalities in institutional capacity.<sup>17</sup>

Some states with PBF have observed success with their programs, including:

**Ohio:** From FY 1999 to FY 2003, Ohio cut the median time to degree for bachelor’s degrees from 4.7 to 4.3 years, a measure that remained at this level until 2007 (performance-based funding began in 1998).<sup>18</sup>

**Pennsylvania:** The Pennsylvania State System of Higher Education (PASSHE) has been cited by the Lumina Foundation for Education as a national leader in performance-based funding. During the past ten years, PASSHE has experienced significant changes in its campuses’ attitudes toward performance, with gains cited in student retention and graduation rates, campus diversity, program quality and faculty productivity. The average number of credits at graduation has decreased, while retention and graduation rates have increased. PASSHE officials were recently given credit during

their annual hearings before the Pennsylvania House and Senate Appropriations Committees for their leadership role. Despite historic budget cuts proposed by the state's governor, PASSHE remains committed to its PBF principles and will continue its performance-based approach.

**Tennessee:** Tennessee developed the first PBF system and has remained a leader in this field for decades. Their performance-based system has yielded positive learning outcomes.<sup>19</sup> In 2010, the state overhauled its financing structure for higher education, changing a primarily enrollment-driven higher education finance system to an output-based approach. The model is one of the most intricate and innovative approaches to higher education financing in the nation. The change has led campuses to bring in extra student advisers, increase tutoring and remedial classes, fast-track majors and develop extra courses between semesters.<sup>20</sup>

**Washington:** Washington community and technical colleges have increased performance across all student measurement categories since their "Achievement Points" PBF plan began in 2006. The changes led institutions to link PBF priorities to strategic planning and accreditation activities, and to focus on improving instruction, tutoring, assessment and advising.<sup>21</sup> According to a recent report, one-third of the increase in institutional outputs in Washington has been tied to enrollment increases, with the remaining majority attributed to greater student achievement.<sup>22</sup>

**There are a number of different PBF approaches currently in operation.** State leaders have developed numerous systems linking institutional performance and state appropriations. Some of the programs developed in the last five years include:

**Indiana:** Indiana's 2007 *Reaching Higher: Strategic Directions for Higher Education* initiative launched a *performance set-aside* system for the state. The program seeks to adjust institutional funding based on a series of benchmarks shared by all state institutions.<sup>23</sup> However, leaders of high-performing

state research universities have questioned the approach, believing it neither adequately accounts for current levels of excellence nor the distinctive research missions of some campuses.<sup>24</sup> The Indiana Commission for Higher Education (CHE) has recommended a performance set-aside of 5 percent in the 2011–2013 budget. CHE outlined the following measurements in January 2011:

- **Total Degree Attainment Improvement: 60 percent**
  - Change in overall degree attainment: 30 percent
  - Change in on-time degree attainment: 15 percent
  - Change in low-income degree attainment change: 15 percent
- **Total Credit Hour Completion Improvement: 25 percent**
  - Successful completion of credit hours: 18.7 percent
  - Successful completion of dual-credit credit hours: 5.5 percent
  - Successful completion of "early college" credit hours: .8 percent
- **Total Improvement in University Research: 15 percent**

**Louisiana:** In 2010, Louisiana established a *performance agreement* system (the GRAD Act) that will comprise 25 percent of institutional operating budgets when fully implemented. The contract allows institutions to annually increase tuition by up to 10 percent in exchange for meeting performance targets.<sup>25</sup>

The four performance objectives in the GRAD Act are:<sup>26</sup>

- Student Success;
- Articulation and Transfer;
- Workforce and Economic Development; and
- Institutional Efficiency and Accountability

Each performance objective is comprised of a series of "elements" or sub-goals. Housed under each element is a series of quantitative measures (see *Figure 1 for a sample of targeted elements at Louisiana Tech*. In total, this agreement has 4



objectives, 16 elements and 56 measures of campus productivity). These measurements are categorized as:

- **Targeted:** Specific short- and long-term measures. Institutions must have baseline data, annual benchmarks and six-year targets. Institutions report annual progress on measures.
- **Tracked:** Measurements requiring baseline and actual data must be reported in the first two years. These will be converted in “targeted” measures in years three through six.
- **Descriptive:** These measures do not require annual benchmarks and targets. However, institutions are required to submit baseline and actual data via annual reports.

**Ohio:** Ohio’s *output-based* system was developed in coordination with the state’s ten-year strategic plan for higher education in 2008. The program includes a decreasing number of “stopgap” measures for its first few years to ensure program stability; as conceived, the state will eventually base its entire appropriations allotment on outputs. The programs are divided by type of institution and are weighted to account for at-risk student populations.<sup>27</sup>

• **University main campuses:**

- Course and degree completion
- Campus/mission-specific contributions
- Funding for graduate/medical education

• **University regional campuses:**

- Course and degree completion
- Campus/mission-specific contributions

**Figure 1. GRAD Act Example: Louisiana Tech University**

Measure	Baseline Year/Term	Baseline Data	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6
1 <sup>st</sup> to 2 <sup>nd</sup> Year Retention (targeted)	Fall 2008 to 2009 # in Fall 2008 Cohort # retained in Fall 2009	74.2% 1,506 1,118	76.0%	76.2%	76.4%	76.6%	76.8%	77%
1 <sup>st</sup> to 3 <sup>rd</sup> Year Retention (targeted)	Fall 2007 Cohort # in Fall 2007 Cohort # retained in Fall 2009	61.6% 1,522 938	64%	64.2%	64.4%	64.6%	64.8%	65.0%
Same Institution Graduation Rates (targeted)	2008 Grad Rate Survey Fall Revised Cohort (total) completers <= 150% of the time	47.3% 1,936 916	47.5%	48.0%	48.3%	48.7%	49.0%	50.0%
Statewide Graduation Rate (targeted optional)	Fall 2002 Cohort # of Fall 02 FTF (cohort) completers <= 150% of the time	53.07% 1,969 1,045	55.1%	55.2%	55.4%	55.6%	55.8%	56.0%
Percent Change in Program Completers								
Baccalaureate	2008–2009 AY	1,306	-3.4% 1262	-3.1% 1266	-2.3% 1276	-1.0% 1293	0.0% 1306	2.0% 1332
Post-Baccalaureate	2008–2009 AY	19	31.5% 25	56.0% 30	68.0% 32	76.0% 33	85.0% 35	85.0% 35
Master’s		352	16.7% 411	16.0% 408	16.0% 408	18.0% 415	18.0% 415	20.0% 422
Doctoral		37	-2.7% 36	-0.7% 37	1.0% 37	1.0% 37	1.0% 37	2.0% 38

Source: Louisiana Board of Regents, 2010

• **Community colleges:**

- Enrollment (95 percent)
- Success points (5 percent)
  - Developmental education success
  - Number of students earning 15 credits
  - Number of students earning 30 credits
  - Number of students earning at least one associate degree
  - Number of students who completed 15 credits and enrolled in a four-year college or university

**Pennsylvania:** In early 2011, the Pennsylvania State System of Higher Education approved a new PBF system, thus replacing the performance structure that had been in place since 2000. The new system will be based on the core values of student success, access and institutional stewardship. Following a transitional year, all PASSHE institutions will be evaluated on five common indicators—two in student success, two in access and one pertaining to institutional stewardship—and five additional indicators, chosen by the institutions themselves (at least one must be stewardship). The performance-based funding plan is projected to be 2.4 percent of PASSHE’s state appropriation (*see Figure 2 for a more detailed outline of the PBF formula*).

**Tennessee:** Tennessee lawmakers passed the *Complete College Tennessee Act* in 2010, which shifts higher education funding from an enrollment-based to an *output-based performance system*. There are two basic formulas, one for community colleges and one for four-year state colleges and universities. The two formulas account for differences in institutional missions. The system, which will be phased in over the next four years, bases funding on outputs and does not have specific targets or goals. Institutions receive funding based on factors such as the number of students reaching credit milestones, college completion, graduation rates and research funding. The formula weighs institutional mission and provides a premium for the success of low-income and non-traditional students.<sup>28</sup>

**Washington:** The Washington State Board for Community and Technical Colleges (SBCTC)

has developed a *performance set-aside* system called “Achievement Points” under its *Student Achievement Initiative* program. Campuses receive funding based on accumulation of achievement points.<sup>29</sup> Achievement points are acquired through the following:

- Building toward college-level skills (basic skill gains, passing pre-college writing or math)
- First-year college retention (earning 15 or 30 college credits)
- Completing college-level math (passing necessary college math courses)
- Completion (earning a certificate, two-year degree or apprenticeship)

**The principles behind PBF remain controversial.**

The concept of linking institutional performance with state appropriations has been met with praise and skepticism from stakeholders in higher education.

Key *advantages* of PBF may include:

- **Greater awareness of campus performance.** PBF can lead to a greater awareness of performance of college campuses. This can spur discussions about resource allocation, mission and priorities. Greater visibility and state emphasis on performance may also generate competition between campuses to improve outcomes.<sup>30</sup>
- **Improved delineation of state and institutional priorities.** The relationship between higher education and the state can have greater clarity under a PBF system. PBF allows governors and state legislatures to set priorities for public higher education and attach funding to them. PBF also allows state priorities and strategic plans to permeate the higher education system, shifting the focus from institutional needs to state priorities. This can lead to greater scrutiny of the effectiveness and scope of campus programs and services, and ultimately to a better synergy between campus planning, budgeting and performance.<sup>31</sup> This may lead to important discussions that re-visit and re-define the missions

of some state campuses to reflect new state priorities and economic dynamics.

- **Enhanced transparency and accountability.**

This approach clearly delineates key state and institutional priorities while allowing stakeholders to evaluate institutional performance. Institutional accountability is an inherent system feature. This can dispel traditional assertions that higher

education is opaque, unaccountable for state dollars or unresponsive to state needs. It may also allow higher education to better compete as a state funding priority.

- **Increased productivity.** PBF policy refinements could result in key productivity gains for campuses, leading to better a value for students, parents and state residents.

**Figure 2. Pennsylvania State System of Higher Education (PASSHE) Performance Funding System, 2011–2017**

**PASSHE Performance Funding System, 2011–2017 (10 total indicators—5 mandatory, 5 optional)**

Groups	Student Success	Access	Stewardship
I. Mandatory	2 indicators	2 indicators	1 indicator
II. Optional	0–4 indicators	0–4 indicators	at least 1
III. University Specific	_____ universities may develop 0–2 indicators _____		

- Recommended to be equal to 2.4 percent of PASSHE's total educational and general appropriation.
- Each university will have the ability to meet performance on each measure for a maximum of ten points.
- The university will get points for meeting sub-measures.
- All points are tallied for each university, then weighted by the university's base appropriation funding determined by the allocation formula.
- Weighted points are divided into the total performance funding pool to create a dollar-per-point value that is multiplied by the number of points the university earned to establish the allocation.

#### **Student Success**

##### **Mandatory:**

1. Degrees Conferred (two sub-measures)
2. Closing the Achievement Gap (two sub-measures)

##### **Optional:**

1. Deep Learning Scale Results
2. Senior Survey–National Survey of Student Engagement (five sub-measures)
3. Student Persistence (two sub-measures)
4. Value-Added
5. STEM Degree Recipients

#### **Access**

##### **Mandatory:**

1. Closing the Access Gaps (two sub-measures)
2. Faculty Diversity (two sub-measures)

##### **Optional:**

1. Faculty Career Advancement (four sub-measures)
2. Employment (nonfaculty) Diversity (four sub-measures)
3. Student Experience with Diversity and Inclusion
4. Student Diversity

#### **Stewardship**

##### **Mandatory:**

1. Private Support—three-year average of total dollars raised

##### **Optional:**

1. Facilities Investment
2. Administrative Expenditures as Percent of Cost of Education
3. Faculty Productivity
4. Employee Productivity

#### **University-Specific**

Universities may create no more than two of these indicators, which must be approved by the chancellor.

Source: Pennsylvania State System of Higher Education, 2011.

While PBF provides an incentive for meeting certain metrics, it may also lead to a number of unintended, potentially detrimental consequences for colleges and universities.

Key *disadvantages* may include:

- **A limited portrait of university performance.** PBF systems hold universities accountable for a series of measurements of student and institutional success. It offers few “shades of gray” in a multifaceted, complex environment. Rewarding a few campus outcomes is a difficult exercise that can lead to contentious discussions both within and among state universities.
- **Mission distortion/student access.** PBF may lead some institutional leaders to abandon, distort or manipulate the university’s core mission and responsibilities in order to inflate performance metrics. Some systems encourage administrators to change inputs instead of outcomes. This could include limiting access to students from disadvantaged backgrounds. Some changes may even go unnoticed, such as reducing outreach efforts to low-income students.
- **Quality reduction.** The PBF approach may not capture gains in student learning or skills acquired.<sup>32</sup> And because it may stress efficiency over quality, some believe academic quality might suffer.<sup>33</sup> If the incentives are substantial, it is possible that some may act to reduce program rigor to achieve better outcomes. Institutions could also attempt to alter academic programs to improve performance scores (such as completion rates), while ultimately diluting the value of the student’s degree.
- **Lack of program support.** PBF may not be popular among some groups in academia, including faculty members. Some may object to market principles being integrated into academic operations, believing that evaluating performance based on a few metrics is antithetical to academic freedom and campus autonomy.

- **Increased inequality and instability.** Some believe PBF hurts institutions that need the most help, especially those serving disadvantaged populations. In some cases, the lack of resources, not university efforts, may be the driver behind poor performance.<sup>34</sup> Some PBF approaches could also lead to large swings in funding and institutional instability.

**The successes and failures of past systems have yielded a number of best practices now being utilized in new program design and implementation.** Effective practices to consider when developing a PBF system include:

- **Establishing state postsecondary education goals.** PBF should be integrated in a state plan for higher education.<sup>35</sup> This provides meaning and direction for the campus and clarity for state higher education. The institution should know its role and goals in this plan, with performance measurements tied to these goals.
- **Bipartisan political commitment.** To be successful, PBF requires bipartisan legislative champions. Ideally, a broad coalition of program supporters should be garnered to ensure its success during changes in political administrations.
- **Support from institutions.** Multi-state research of PBF programs at the community college level has demonstrated that a lack of institutional support or indifference from campus officials led to program failure or prevented its spread to other campuses. PBF advocates need to address common program concerns, including undercutting autonomy and failure to account for institutional differences.
- **Stakeholder collaboration throughout the program design process.** PBF needs “buy-in” and involvement from a number of different stakeholders during all parts of the policymaking process in order to be most effective and sustainable. This includes college presidents, political leaders, faculty members, student groups,

K-12 and business groups. Advocates should also reach out to groups committed to educational equality for underserved students. These groups may be drawn to PBF systems that reward enrolling, educating and graduating students from disadvantaged backgrounds.<sup>36</sup>

- **Stable program funding.** For the program to function properly, incentives must remain in place and remain predictable. State and campus leaders must protect the program from budget cuts for PBF to be successful and sustainable in the long-term.<sup>37</sup> If this is not possible, PBF advocates may want to consider embedding state funding into the performance formula, such as the systems in Tennessee and Ohio. This ensures that changes in appropriations do not interfere with performance goals.

Program design remains the most critical component to PBF success. Funding system architecture should consider the following best practices:

- **Allow institutional autonomy.** Campus and political leaders should revisit state regulations that could hinder an institution's ability to meet performance benchmarks.
- **Keep it simple.** PBF should only emphasize a handful of measurements in order to be most effective, balancing institutional complexity and state goals.<sup>38</sup> Too many goals can lead to confusion and conflict; too few goals can provide an inaccurate picture of institutional performance. PBF should also consider intermediate goals (such as credit milestones) in order to focus on improving all segments of the postsecondary education pipeline.
- **Account for institutional differences.** PBF architects must ensure that programs do not discriminate against institutions that serve the needs of poor or at-risk students. Mission creep should not be encouraged. They must account for the institutional missions, roles and outcomes.

- **Allow time for implementation.** PBF requires that campuses have time to change to achieve better outcomes, as it will take time to understand the measurements and make changes to campus programs, systems and processes. One way to achieve this is to have a “learning year” when performance is tracked but no performance funds are exchanged.<sup>39</sup>
- **Anticipate challenges.** There are concerns that PBF systems will be manipulated by grade inflation, institutions changing their student makeup or reducing program rigor. PBF formulas should anticipate and address attempts to manipulate the systems.
- **Evaluate outcomes, ensure recognition.** PBF systems require extensive and ongoing evaluation. State and campus leaders should recognize excellent performance and share both best practices and pitfalls to avoid.

**State leaders throughout the country are exploring PBF.** Budget cuts, turnover in political leadership, continued low completion rates and calls to increase educational attainment have led many states to explore or re-examine PBF (*see Figure 3*). Policy proposals by political and higher education leaders include the following:

**Arkansas:** In his 2011 State of the State address, Gov. Mike Beebe (D) called for state funding to be tied to coursework completion and graduation rates.<sup>40</sup>

**Colorado:** Legislation has been sent to Gov. John Hickenlooper (D) that would eventually build up

**Figure 3. Performance-based Funding (PBF) Legislation in the States**

State	Bill Number	Status
Colorado	SB 11-52	Sent to Governor
Illinois	HB 1503	Passed House/Senate
North Dakota	SB 2300	Failed to Pass
Oregon	SB 242	In Committee
Texas	HB 9	Passed House/Senate
Virginia	HB 2510	Signed by Governor
Washington	SB 5915	In Committee

Source: State websites, National Conference of State Legislatures.

to 25 percent PBF over the next five years. This would replace the existing performance contract approach.<sup>41</sup> The governor is supportive of the PBF plan.

**Connecticut:** A bipartisan group of lawmakers has recommended linking institutional performance to state appropriations. This has been considered in the context of overhauling the state's higher education governance system.<sup>42</sup>

**Illinois:** In December 2010, the state's Higher Education Finance Commission released a report highlighting performance-based funding as an option for state higher education finance reform.<sup>43</sup> The Illinois House and Senate passed PBF legislation in April 2011.<sup>44</sup>

**Massachusetts:** Gov. Deval Patrick (D) has included a \$7.5 million performance set-aside competitive grant program for campuses in his FY 2012 state budget proposal.<sup>45</sup>

**North Dakota:** Gov. Jack Dalrymple (R) called for performance-based funding during his 2011 State of the State address.<sup>46</sup> However, an effort to create a higher education finance commission was defeated by the state legislature in April 2011.<sup>47</sup>

**Oregon:** State lawmakers are weighing a series of policy and governance changes for the state's education system, including a performance compact proposal for higher education.<sup>48</sup>

**South Carolina:** Gov. Nikki Haley (R) is developing a plan with state college leaders that would link state funding to factors such as graduation rates, job placement, institutional outcomes in economic development and service to disadvantaged students.<sup>49</sup>

**Texas:** In his 2011 State of the State address, Gov. Rick Perry (R) called for an "outcomes-based funding" model for the state's public universities and community colleges.<sup>50</sup> A PBF bill has passed the

state's House of Representatives and Senate.<sup>51</sup> The Texas Higher Education Coordinating Board has also developed a plan that would set aside 10 percent of based funding according to outcomes.<sup>52</sup>

**Virginia:** Gov. Bob McDonnell (R) signed legislation in April 2011 overhauling the state's higher education financing system. This change includes some performance funding measurements.<sup>53</sup>

**Washington:** Legislation was introduced in April 2011 to allow institutions greater autonomy while holding them accountable for performance.<sup>54</sup>

**West Virginia:** The West Virginia Higher Education Policy Commission released a report in January 2011 calling for the adoption of a performance approach that includes incentives for increased degree production, enrollment of nontraditional students and course completion.<sup>55</sup>

## Conclusion

Performance-based funding for higher education has reemerged as a state policy solution aimed at generating greater institutional productivity, accountability and educational attainment. Through funding incentives, PBF is designed to encourage efficient resource allocation, greater awareness and attention to state priorities, and a results-oriented campus culture. Past PBF approaches have shown that program development, implementation and evaluation must be thoughtful and comprehensive so that college access, affordability, quality and institutional stability are maintained, if not enhanced. New incentive-based and outcomes-oriented approaches hold promise for improving productivity and must be evaluated to provide the clearest picture of the effectiveness of PBF as a state higher education finance approach. Refined PBF approaches will be evaluated in the coming years and may provide new perspective on this approach to higher education finance and institutional productivity.



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**CONSENT AGENDA  
DECEMBER 8, 2011**

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<b>TAB</b>	<b>DESCRIPTION</b>	<b>ACTION</b>
<b>1</b>	<b>IRSA</b> University of Utah School of Medicine Annual Report	Information Item
<b>2</b>	<b>PPGA</b> Alcohol Permits Issued by University Presidents	Information Item
<b>3</b>	<b>PPGA</b> Eastern Idaho Technical College (EITC) Advisory Council Appointment	Motion to approve
<b>4</b>	<b>PPGA</b> Morrison Center Resolution	Motion to approve

**BOARD ACTION**

I move to approve items three (3) and four (4) of the Consent Agenda.

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

**CONSENT AGENDA  
DECEMBER 8, 2011**

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**CONSENT**  
**DECEMBER 8, 2011**

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**SUBJECT**

University of Utah School of Medicine Annual Report

**REFERENCE**

September 2011      The Board approved a revised three-year contract between the University of Utah School of Medicine and the State Board of Education.

**APPLICABLE STATUTE, RULE, OR POLICY**

Idaho Code §33-3720

**BACKGROUND/DISCUSSION**

Since July 1976, the State Board of Education has held an agreement with the University of Utah School of Medicine (UUSOM) to reserve a specific number of seats for Idaho residents at the in-state tuition and fee rate established by UUSOM for residents of Utah. The Board makes annual fee payments in support of such Idaho resident students enrolled under this agreement. This cooperative agreement provides opportunities for eight Idaho students annually to attend medical school through the cooperative agreement. A total of 32 Idaho students can be enrolled at one time in this four-year program.

**ATTACHMENTS**

Attachment 1 – University of Utah School of Medicine  
Annual Report

Page 3

**STAFF COMMENTS AND RECOMMENDATIONS**

As part of the contract, UUSOM provides the Board an annual report which includes information regarding the established tuition and fees for Utah residents for the upcoming academic year, the names of students accepted for the upcoming school year, and a summary of the academic progress of continuing students enrolled.

**BOARD ACTION**

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

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**University of Utah, School of Medicine**

**Idaho State Board of Education Annual Report**

**2011**

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**Directory of Administrative Offices**

*\*accurate as of 9/1/2010*

---

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**Mission Statement**

The University of Utah School of Medicine serves the people of Utah and beyond by continually improving individual and community health and quality of life. This is achieved through excellence in patient care, education, and research. Each is vital to our mission and each makes the others stronger.

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Steve Panish, Asst VPHS, Space/Capital Programs	585-2643	CNC
Bonnie Weis, Executive Assistant	585-2716	CNC
James Bardsley, Associate Vice President	581-5455	CNC
Bonnie Weise, Executive Assistant	585-2716	CNC
Larry N Dew, Asst VPHS finance	585-2619	CNC
Andrea Dustin, Executive Assistant	585-2375	CNC
Jason Burke, Senior Systems Analyst	581-8028	CNC
Karen Curtis, Administrative Assistant	585-7008	CNC
Stephen Petersen, director	585-2622	CNC
Ronald M. Harris, Assoc. VPHS Diversity	585-7008	CNC
Karen West, Program Manager	585-7008	CNC
Kim Wirthlin, Assoc. VPHS Marketing/Commun	585-3159	CNC
Karlee Graham, Program Manager	587-8066	CNC
Stephen B. Warner, Assoc VPHS Development	585-7010	540 Arapeen
Karen Call, Director	585-7009	540 Arapeen
Jalayne McKee, Administrative Assistant	585-5186	540 Arapeen
Jerry Kaplan, Assistant VPHS Research	581-7427	5C124
Janet Bassett, Academic Program Manager	585-6408	5C124
Lynette Seebohm, Asst VPHS Planning	585-1059	CNC
Jen Miller, Executive Assistant	585-1059	CNC
Nancy Alcabas, Planning Associate	585-9065	CNC
Marilyn Paine, Asst VPHS Strategic Initiatives	585-6094	CNC
Tammy Minson, Executive Assistant	585-5978	CNC
Austin Lawrence, Planning Associate	585-1494	CNC
Joyce Mitchell, Assoc VPHS IT	585-9675	HSEB
John Mauger, Assoc. VPHS Special Projects	585-5322	CNC
Don McClain, Assoc. VPHS Clinical Research	587-9650	Bldg 585

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## Overview of Regional Activities

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The University of Utah School of Medicine has three major missions: **education**, **research**, and **clinical service**. The three missions are closely interrelated. Each supports and, in turn, benefits from the others. All are considered to be of equal importance.

### Education

The University of Utah School of Medicine is responsible for the predoctoral, graduate, and continuing education of physicians; the graduate and postdoctoral education of biomedical scientists; and the training of certain other health professionals. In determining the size and types of its educational programs, the school is guided primarily by the needs of the State of Utah. The school is also guided by the imperatives of affirmative action and by the needs of the surrounding states which lack their own medical schools. In addition, the school emphasizes high quality programs that address national priorities, such as the need for generalist and academic physicians, rural practitioners, basic biomedical scientists, and selected medical subspecialists.

The four years of formal medical education constitute but a brief introduction to a broad, deep, and rapidly changing discipline. The mastery of medical knowledge and technical skills requires lifelong self-education.

The curriculum is designed to provide students with the knowledge, skills and attitudes necessary to practice medicine. Students spend the first two years in the sciences basic to medicine, including anatomy, biochemistry, physiology, microbiology, genetics, pharmacology, pathology, and behavioral science. Concepts and skills necessary to manage clinical illness, to understand the social issues in medicine, and to be well grounded in the ethics of medical practice are introduced early and explored in depth as the curriculum progresses. Emphasis is placed on prevention, diagnosis, and management of disease states and in the systematic application of these concepts to organ specific diseases.

Curriculum revision is an ongoing process. Courses and their content may change periodically from year to year.

### Research

The University of Utah School of Medicine promotes research of such quality and quantity as to ensure national recognition of a scientifically excellent institution. Each department is expected to expand the frontiers of the discipline it represents. Active pursuit of peer-reviewed funding is encouraged. Research is conducted ethically according to established guidelines for the welfare of human volunteers and experimental animals. The school encourages active collaboration across university boundaries and fosters the development of young scientists. Investigators are encouraged to report their work in journals with high editorial standards or to respected scientific societies.



In addition to education, and the multitude of avenues and services that The University of Utah Health Sciences Center provides, our faculty and staff conduct, collaborate and initiate research. We advance knowledge through innovative, basic and clinical research and translate our discoveries into applications that help people.

The University of Utah is ranked among the top 30 public research universities in the nation with particular distinctions in medicine and genetics. As a result of our benchmarking research, the university received over \$309 million in research and student aid funding from external sources and ranks 15th in the nation for significant awards to faculty for research efforts.

Research in the health sciences spans many fields of study. From genetics, to molecular biology – from biomedical engineering to drug and pharmaceutical research; University of Utah researchers are on the leading edge of the development and enhancement of knowledge in the medical and health sciences.

### **Clinical Service**

The University of Utah School of Medicine is committed to providing state-of-the-art clinical care to the patients it serves. The institution provides advanced and innovative medical procedures and practices to patients in this region. Faculty physicians are expected to provide effective role models for clinicians in training. This responsibility implies efficiency, humanity, cost-effectiveness, and scientific excellence. The school also provides model practice settings for training in primary care. Innovation and leadership are expected in the development of alternative systems of health care delivery, with a volume of clinical activity sufficient to sustain University Hospital teaching and research missions.



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## School of Medicine Educational Objectives

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### **Overview**

Our curriculum reflects a continuum of learning. This continuum spans the formal settings of undergraduate education, medical school, and postgraduate training and extends to lifelong learning once our graduates enter their careers. Students arrive with a broad and varied undergraduate experience including, but not limited to, the sciences. The medical school curriculum has enough flexibility to maximize the potential of students with highly diverse education and experiential backgrounds. Our educational objectives are designed to expose students to the variety of experiences necessary to make an informed career choice, and to ensure that they have the knowledge base, skills, and values to become competent physicians. The heart of the curriculum is a thorough education in basic and clinical science. Mastery in these two areas is essential for exemplary medical practice, and they comprise the bulk of our instruction and evaluation. Thus, the objectives are arranged in order of emphasis in the curriculum, with knowledge of basic and clinical sciences first. Subsequent objectives serve as valued educational threads woven into various courses and clinical rotations. We take diversity seriously. Consequently, we have incorporated objectives to ensure that our graduates understand and value diversity and can conduct themselves professionally and sensitively in multiple settings and with disparate populations.

Our goal is to train accomplished physicians. Thus, for almost every objective, an important assessment activity is the application of the specific knowledge, skill, or attitude in clinical practice. Assessments of application in clinical practice are performed by attending physicians and clinical preceptors, verbally and in writing, and are made apparent in both recommendations and grading.

### **Knowledge**

#### **BASIC SCIENCES**

**Objective:** The student will be able to:

1. Describe the normal functioning of the human organism on molecular, cellular and organ system levels.
2. Describe the pathophysiology of all major disease processes at the cellular and organ system levels.
3. Explain the mechanism and possible adverse effects of various therapeutic interventions.
4. Analyze the basic science issues presented by a clinical problem.
5. Apply significant principles of basic science as they relate to clinical medicine.

**Rationale:** The biological sciences are the foundation upon which our understanding of health and disease is built. The rapid advance of these sciences provides both a deepening knowledge of normal and pathological processes, as well as new tools for diagnosis and treatment.



**Assessment:** Standardized (USMLE) and courses specific tests, including multiple choice and short answer questions, case-based problem solving, and preceptor evaluation of clinical practice.

## CLINICAL SCIENCES

**Objective:** The student will be able to:

1. Describe the signs, symptoms and physical findings of all major disease entities.
2. Identify deviations from the expected course of a disease.
3. Identify and interpret diagnostic procedures appropriate to confirm or refute the diagnosis of particular clinical conditions.
4. Predict the expected results of a treatment plan for any given clinical condition.
5. Provide patient care in the areas of preventive, acute, chronic, continuing, rehabilitative, and end-of-life medicine.
6. Distinguish between primary and specialty care.

**Rationale:** The knowledge of clinical medicine is the *sine qua non* of clinical practice. A strong fund of knowledge in clinical medicine is essential for competent practice. Competence in a range of areas, and recognition of the scope of practice between primary and specialty care, leads directly to safe, effective clinical decisions.

**Assessment:** Standardized and course specific tests, including multiple choice and short answer questions, standardized patients, preceptor evaluation of clinical practice.

## THE PATIENT CONTEXT

**Objective:** The student will be able to:

1. Demonstrate an understanding of the manner in which people of diverse cultures and belief systems perceive health and illness and respond to various symptoms, diseases, and treatments.
2. Assess and describe the effects of factors influencing the health care status of individual patients beyond those of a biological nature, including social, cultural, economic, psychological, environmental, occupational, familial and spiritual factors.
3. Formulate a diagnosis and plan for treatment that incorporates these factors.
4. Employ these factors in communicating with patients to define clinical problems and agree on a treatment plan.

**Rationale:** Many disease processes are influenced by the patient's social, economic, and personal environment. The physician must be sensitive to the cultural, social, financial and environmental factors influencing the patient's perceptions, behavior and compliance.

**Assessment:** Standardized patients, essay, case discussions, and evaluation of history and physical techniques by clinical preceptor.

## HEALTH CARE DELIVERY SYSTEM

**Objective:** The student will be able to:

1. Describe the history of the United States' health care system.
2. Describe health care delivery and financing, including gender and cultural biases, and the role of the government and private payers.
3. Analyze a financing or delivery issue in writing.
4. Explain the theory and practice of managed care.
5. Compare health care systems of other major developed countries to the U.S. system.

**Rationale:** Information regarding how health care is delivered and paid for is critical on a number of levels. First, knowledge of the health insurance system can help a physician take care of a patient in the most efficient and effective way possible. Second, by understanding the way that health care is delivered and financed physicians can influence health care policy. Third, a working understanding of the health care system is required if a physician is to make rational decisions about career choice and practice type.

**Assessment:** Essay or research project, preceptor evaluation of clinical practice.

## LEGAL AND ETHICAL ISSUES

**Objective:** The student will be able to:

1. Describe selected ethical concepts, including informed consent, advanced directives, end-of-life care, and the role of the Institutional Review Board.
2. Identify the competing considerations involved in ethical issues.
3. Formulate an approach to particular ethical problems consistent with the moral responsibilities of a medical professional.
4. Describe legal principles of negligence, malpractice, and risk management.
5. Describe legal guidelines for contracting, employee rights and responsibilities, self-referral, and antitrust.

**Rationale:** Knowledge of informed consent and advanced directives allows physicians to promote the patient's right to personal autonomy and active participation in health care. Best practice requires that physicians know how the legal system works and be familiar with the principles of the law of negligence and the maxims of risk management. Finally, the advent of managed care has created a set of ethical issues involving the physician, the patient, and managed care companies. Exposure to these issues promotes the development of critical thinking skills.

**Assessment:** Short answer or essay questions; essay or research project on a legal or ethical issue, preceptor evaluation of clinical practice.

## HEALTH PROMOTION AND DISEASE PREVENTION

**Objective:** The student will be able to:

1. Describe preventive health care measures across the life span and across cultures.
2. Assess the patient for current health promotions and disease prevention activities and deficits.
3. Create, implement, and evaluate a treatment plan with the patient that includes attention to health promotion and disease prevention.
4. Describe selected complementary therapies.

**Rationale:** Preventing disease is less costly than treating it. Many consider complementary therapies to be important adjuncts to promoting health and preventing disease. Thus, physicians must know what keeps people healthy and help patients make the best choices to maintain or improve health.

**Assessment:** Written short essay examinations on health promotion, standardized patient sessions, essays, and preceptor evaluation of clinical practice.

## COMMUNITY HEALTH

**Objective:** The student will be able to:

1. Describe the basic principles of public health, epidemiology and biostatistics.
2. Analyze a community health problem in writing.
3. Use resources available in the community to help improve the overall quality of society's health, as well as the health of individual patients.
4. Advocate for better health for patients and the community.

**Rationale:** Every patient belongs to a community, which will have its own, special influence on the health of its members. Every aspect of life benefits from public health measures that provide clean air, land and water. Thus, all physicians must understand the tenets of public health.

**Assessment:** Multiple choice and short answer exams, research project, written essay, primary care preceptor evaluation. Skills

## CLINICAL SKILLS

**Objectives:** The student will be able to:

1. Take and record a clinical history in a variety of situations.
2. Perform a comprehensive and accurate physical examination.
3. Demonstrate ethical principals in caring for patients, and in relating to patients' families and to others involved in patient care.

**Rationale:** Quality care begins by obtaining useful and accurate information from the patient, including those who are disoriented or otherwise un- or non-communicative. Skilled physicians adapt their interview, communication, and examination methods to each situation. This process works best if everyone involved is treated fairly and honestly.

**Assessment:** Preceptor assessment of history and physical during clinical rotations. Objective structured clinical examinations (OSCE).

### **PROBLEM SOLVING / PATIENT MANAGEMENT SKILLS**

**Objectives:** The student will be able to:

1. When presented with initial history, develop a preliminary problem list and initial plans for additional data collection, including further history, focused physical examination, and laboratory evaluation to refine the problem list.
2. Incorporate additional information to develop a formal differential diagnosis.
3. Develop plans for continued evaluation and/or treatment based on the above data and additional information obtained from textbooks, medical literature, colleagues, etc.
4. Develop plans that include cultural considerations and are sensitive to the health care needs and issues of non-dominant groups.
5. Integrate and apply knowledge derived from diverse domains and sources in the solution of clinical problems.

**Rationale:** The physician is primarily a problem-solver. The use of problem-solving techniques allows the physician to correctly identify a problem, devise a realistic, flexible, and accurate treatment plan with the patient, and to adjust the plan based on continuous evaluation. While the steps of problem solving may not be replicated for every problem, they are important for every physician to use in assessing and managing unfamiliar conditions. Best problem solving occurs when data is derived from multiple sources. Plans for care are most effective when they are culturally and socially sensitive.

**Assessment:** Evaluation and management plans in classroom and clinical settings. Objective structured clinical examinations (OSCE).

### **COMMUNICATION AND INTERVIEW SKILLS**

**Objectives:** The student will be able to:

1. Employ active listening skills, including nonverbal and verbal interaction.
2. Establish, maintain, and terminate an empathetic relationship.
3. Manage the phases of a clinical interview, including opening and closing, transitions, and the body of the interview.
4. Demonstrate effective communication with uncooperative, depressed, mentally ill, non-English speaking, or physically handicapped individuals.
5. Maintain professional behavior with colleagues and patients, demonstrating courtesy, respect, tact, and appropriate emotional control.
6. Negotiate with the patient as a partner in decisions about his/her health including agreeing on the definition of the patient's clinical problem and establishing mutually acceptable goals for treatment.

**Rationale:** Excellence in practice requires an ability to encourage and accurately hear patient communication, and to communicate effectively with colleagues.

**Assessment:** Standardized patient interviews, OSCE examination, and preceptor evaluation of clinical practice.

## INFORMATION MANAGEMENT

**Objective:** The student will be able to:

1. Retrieve information, demonstrating the ability to perform database searches using logical operators, controlled vocabulary, appropriate limits, and evidence-based filters.
2. Manage selected citations from a database search and organize them into a personal database for tracking literature in an area of interest.
3. Manage both handwritten and electronic medical records.
4. Protect confidentiality of private information obtained from patients, colleagues and others.
5. Make use of online and print resources to enhance presentation skills and answer a clinical question.
6. Conform to copyright and intellectual property regulations.

**Rationale:** Information management via computer is already a core skill for physicians, and will increase in importance over time. Evidence-based practice requires that physicians answer a clinical question using computerized reference databases of selected medical literature. Developing skills to manage and track literature in an area of interest is vital for staying current. Ethical principles and legal constraints demand patient confidentiality.

**Assessment:** Submission, in writing, of a clinical question and its answer with supporting documentation including a printout from the computerized literature search. Preceptor evaluation of clinical practice.

## APPLICATION OF RESEARCH FINDINGS

**Objective:** The student will be able to:

1. Critically analyze a selected research paper from the medical literature.
2. Find and apply multiple sources of information, including clinical trials, review articles, and practice guidelines, to a particular clinical situation.
3. Assess the quality and validity of these sources of evidence using literature analysis techniques.
4. Describe his/her responsibility to maintain information and skills over the length of practice.

**Rationale:** The short half-life of clinical information requires that physicians base their practice on current research findings.

**Assessment:** Formal oral presentation, multiple choice tests, preceptor evaluation of clinical practice.

## PATIENT EDUCATION

**Objectives:** The student will be able to:

1. Identify the need and opportunity for educating patients in a clinical setting.
2. Form a teaching plan for a variety of persons and situations.
3. Implement and evaluate a teaching plan sensitive to developmental, gender, cultural and individual differences.

**Rationale:** All physicians teach patients and their families regarding disease treatment and progression, health maintenance, and disease prevention. Formal and informal teaching occurs in all clinical settings, requiring that the physician understand basic information about assessment of the need for teaching, multiple strategies for teaching, and how to assess the efficacy of teaching.

**Assessment:** Standardized patients, preceptor evaluation of clinical practice.

## Attitudes

### RESPECT

**Objective:** The student will be able to:

1. Identify patient needs and priorities, particularly when in conflict with the student's.
2. Protect the patient's rights to privacy and autonomy at all times.
3. Identify the effects of intolerance and discrimination on the health care of non-dominant ethnic and social groups.

**Rationale:** Physicians are dedicated to their patient's wellbeing and best interest, as defined by the patient. Every patient has a right to privacy and a right to have input into their care. Every patient also has a right to biasfree access and care, delivered by a physician conscious of the effects of social and ethnic discrimination on health access and care.

**Assessment:** Standardized patient model and short answer patient management problems, preceptor evaluation of clinical practice.

### COOPERATION

**Objective:** The student will be able to:

1. Work constructively with other health care providers in interdisciplinary teams.
2. Display the professional ethics of physicians.
3. Demonstrate professional behavior in individual patient encounters and as a member of the health care team.

**Rationale:** All physicians work with others in the health care team and should value the input/contribution of other team members. Part of a physician's role is how to

conduct oneself in a professional manner; This includes showing respect for all members of the health care team, all patients and their families.

**Assessment:** Ward evaluations from attending physicians, preceptor evaluation of clinical practice.

## SELF AWARENESS

**Objective:** The student will be able to:

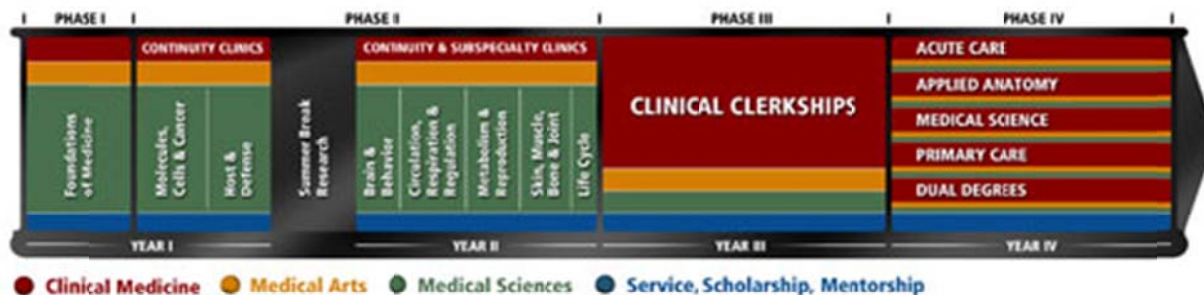
1. Evaluate one's own performance, skills, and attitudes realistically and objectively.
2. Recognize one's own personal limitations.
3. Protect and promote one's own mental and physical health to the extent that it impacts patient care.
4. Recognize and address gender and cultural biases in themselves and others, and in the process of health care delivery.

**Rationale:** Awareness of one's shortcomings, including personal philosophy, physical limitations, and personal social and ethnic biases, is essential to making an appropriate response to the great variety of individuals the physician will work with. This awareness comes from self-evaluation. Attention to the maintenance of one's own physical and mental health is fundamental to being able to provide the best care possible to the patient.

**Assessment:** Preceptor evaluation of clinical practice.



## Overview of the Four Year Curriculum



## Year 1

### Phase 1: Foundations of Medicine

This 17-week phase includes the medical science, medical arts and clinical skills that students will require before beginning in clinics and Phase 2 units. Each week of Phase 1 will have a predominant theme. Anatomy (embryonic, microscopic and gross, including cadaver dissection), physiology, pharmacology, data analysis, metabolism and nutrition will be taught in relation to the weekly themes. The medical science components of the curriculum will heavily depend upon an integrated textbook: Human Anatomy & Physiology, 8th edition by Marieb and Hoehn. Students will be expected to thoroughly understand the content of this textbook, as well as others used in the phase, at the completion of Phase 1. Students will develop patient interviewing and physical examination skills over the course of Phase 1 to prepare them for their Longitudinal Clinical Experience which begins in Phase 2. Students will engage in professional development through self-exploration and self-assessment activities across Phase 1 as they examine the different psycho-social and technical dimensions of patient care.

### Phase 2: (2.1) Molecules, Cells and Cancer

This 9-week unit, beginning in early January, integrates molecular and cell biology with genetics, hematology, cancer biology and basic oncology. It includes a strong component of translational research as we explore how we know what we know about the molecular basis of cancer and other genetic diseases. Students begin their longitudinal clinical experience at the start of this unit. The clinical skills taught include breast, pelvic and male genital exams.

### Phase 2: (2.2) Host and Defense

This 9-week unit begins in March and introduces infectious disease, the biology of the immune system, the body's response to pathogens, and antimicrobial therapy. Instruction centers on common clinical presentations, beginning with fever and then moving through major body systems while addressing increasingly complicated diseases, from sore throat to AIDS.

### Clinical Experience

Students begin their Longitudinal Clinical Experience (two half days per month in a primary care clinic) during Phase 2 of Year 1.



## Year 2

### Phase 2: (2.3) Brain and Behavior

This 9-week unit begins in August of the second calendar year. The unit integrates basic neuroanatomy and neurophysiology with the clinical disciplines of neurology, psychiatry, pathology and pharmacology. The unit provides the students with the conceptual framework necessary to recognize common neurological and mental health issues.

### Phase 2: (2.4) Circulation, Respiration and Regulation

This is a 12-week unit that runs from mid-October to mid-December. This unit is designed to help students develop the clinical medicine skills and medical science knowledge to be able to propose rational differential diagnoses and diagnostic and treatment strategies for clinical problems affecting the hematologic, circulatory, respiratory, and renal organ systems.

### Phase 2: (2.5) Metabolism and Reproduction

This 9-week unit runs from early January to late March. It begins with the pathophysiology of the gastrointestinal tract and the digestion/absorption of nutrients. The basic metabolism covered in phase 1 is reviewed and built upon as we focus on the liver. Obesity, metabolic syndrome and insulin resistance lead into endocrinology. From the sex hormones, we transition to reproduction. Clinical reasoning skills, with a particular focus on causes and treatment of abdominal pain, will be emphasized throughout the unit.

### Phase 2: (2.6) Skin, Muscle, Bone and Joint

Upon completion of this 8-week unit, students will be able to name, recognize and describe common dermatologic and musculoskeletal diseases, including the basic science foundations of each condition. In addition, they will describe diseases clinical presentation and pathophysiology and define terms used on physical, microscopic and radiologic examinations. Students will be able to gather essential information from clinic patients presenting with dermatologic and musculoskeletal complaints and produce accurate, clear and organized documentation of patient encounters in the form of SOAP notes and complete H&P's. This unit provides students with the knowledge and skills necessary to reason through case-based vignettes as seen in USMLE in order to prepare them for USMLE Step I and Phases III and IV.

### Phase 2: (2.7) Life Cycle

This 2 week unit teaches students to apply knowledge of the normal life cycle emphasizing on transitions within the life span according to its place in clinical medicine, medical science, and medical arts.

### Clinical Experience

Students continue their Longitudinal Clinical Experience (two half days per month in a primary care clinic) and begin their Subspecialty Clinic Experience (one half day per month in a variety of subspecialty clinics) during Phase 2 of Year 2.

## Year 3

In the third year, emphasis is on the integration of basic science knowledge with clinical, ethical, diagnostic, and problem solving skills. Clinical clerkships, during which students learn patient management as members of the health care team, include family practice, internal medicine, obstetrics and gynecology, pediatrics, psychiatry, and surgery. Students also take a Topics of Medicine course, which reviews a series of simulated patients with common medical problems

seen in ambulatory medicine. The student is also required to complete a four-week clinical neurology clerkship between the end of the sophomore year and the end of the senior year. Each student must also satisfactorily complete an objective standardized clinical examination (OSCE) administered at the end of the 3rd year prior to being promoted to the 4th year.

#### **Family Medicine Clinical Clerkship**

Four weeks with a community based of faculty family medicine preceptor. The majority of the time is spent with the preceptor in the hospital, office, nursing homes, and on house calls. Time is also spent learning about and experiencing other elements of the health care system in the community served by the preceptor.

#### **Internal Medicine Clinical Clerkship**

Twelve weeks divided into one six-week inpatient rotation taken in the first half of the year and a second six-week rotation in the second half of the year. The second rotation consists of 3 weeks of inpatient responsibilities and 3 weeks in an ambulatory clinic. Inpatient clerkships consist of case work and rounds on wards of the University of Utah Medical Center, LDS Hospital, or the VA Medical Center.

#### **Neurology Clinical Clerkship**

Four weeks divided into two weeks inpatient and two weeks outpatient experiences. The inpatient rotation at the University of Utah Medical Center, Primary Children's Medical Center, or VA Medical Center consists of direct patient care, daily ward rounds, brain cutting sessions, procedures such as lumbar puncture, participation in clinical conferences, and attendance at specialty clinics. The outpatient experience occurs in the multiple sclerosis, muscle, and neurology outpatient clinics.

#### **Obstetrics and Gynecology Clinical Clerkship**

Six weeks of inpatient and outpatient experience at the University of Utah Medical Center and LDS Hospital. Time is also spend in lectures, seminars, and review of gynecological pathology.

#### **Pediatrics Clinical Clerkship**

Six weeks divided into two three-week blocks. three weeks are spent on the inpatient wards at Primary Children's Medical Center (PCMC). The other three-week block includes one week on a pediatric subspecialty service and the other two weeks at the General Pediatric Clinic at the university of Utah Medical Center, and the newborn nursery at the University of Utah Medical Center.

#### **Psychiatry Clinical Clerkship**

Six weeks emphasizing inpatient care at the University of Utah Medical Center, V A Medical Center, Primary Children's Medical Center, and the University of Utah Neuropsychiatric Institute. Students attend civil commitment proceedings, electroconvulsive therapy, outpatient clinics, and consultation/liaison rounds. One day each week is devoted to a core lecture series and case conferences. Each student spends one week on the consultation/liaison service and one half day per week in the office of an outpatient therapist.

#### **Surgery Clinical Clerkship**

Eight weeks of ward work, operating room experience, lectures, case presentations, and rounds at the University Medical Center, LDS Hospital and V A Medical Center. Students spend six weeks on general surgery and two weeks in specialty areas.

## Year 4

Seniors must complete a minimum of 36 weeks of credit. Included in the 36 weeks are a two-week half-day medical ethics course, a two week half-day Health Care Delivery course, a required hospital-based subinternship (4 weeks), a four week required Public Health course, and a four-week clinical neurology clerkship between the end of the sophomore year and the end of the senior year. A minimum of 24 weeks must be spent at the University of Utah School of Medicine or its approved sites unless specific prior approval to do otherwise is obtained from the dean of student affairs. A minimum of 12 weeks must be spent in clinical electives except when specific approval to do otherwise is obtained from the dean of student affairs who has authority to define what qualifies as a clinical elective.

Students interested in exploring or pursuing research experiences, including obtaining graduate degrees, are encouraged to do so through individualized programs designed in consultation with research mentors in the various departments.

Senior credit hours can only be earned by electives completed in the 3rd and 4th years.

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## Idaho Student Affairs Update

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### Introduction

#### **Program Leadership**

**Dr. DeVon C. Hale** is a Board Certified physician in Internal Medicine, Infectious Diseases, and Microbiology. Upon completion of his residency in 1978 and until 1984, he was in private practice in Idaho Falls and held the positions of Medical Director of the Microbiology Laboratory and a Consult in Epidemiology at the Idaho Falls Consolidated Hospitals. He moved to Utah in 1984, accepting a faculty appointment with the University of Utah School of Medicine. In addition to his faculty appointment in Internal Medicine and Pathology, since 1995 Dr. Hale has been the Assistant Dean for Idaho Student Education.

**Dr. Ilana Shumsky** is a Board Certified Internal Medicine physician. She earned her M.D. degree from UCLA and completed her Internal Medicine Residency at the University of Utah. She was a member of the University of Utah faculty as Clerkship Director for Internal Medicine for three years before moving to Boise, Idaho. She currently is on staff at the Boise VAMC and has a clinical faculty appointment at the University of Washington. Additionally, she is the Director of Idaho Student Programs for the University of Utah. In this capacity, she coordinates the placement of Idaho students from the University of Utah medical school into clinical practices within the state of Idaho.

## **Admissions**

Our goal is to select the most capable students to attend our school and to have a balanced, but heterogeneous group that will excel in both the art and science of medicine. We recognize that a diverse student body promotes an atmosphere of creativity, experimentation and discussion that is conducive to learning. Exposure to a variety of perspectives and experiences prepares students to care for patients in all walks of life and in every segment of society.

Considered individually, age, color, gender, sexual orientation, race, national origin, religion, status as a person with a disability, status as a veteran or disabled veteran are not determinants of diversity and are not identified as unique characteristics during the admissions process.

MCAT scores and grades are carefully scrutinized and are an important part of the application process. All grades received for college credit are included in the AMCAS GPA calculation. If a course is repeated, both grades received for that course are calculated into the GPA. Pass/Fail grades received for college credit are not included in the AMCAS GPA calculation.

As important as grades and test scores are, by themselves they do not predict who will be successful in medical school. The demands of medical education and life as a physician are not for everyone. We consider how the applicant balances outside activities and responsibilities with schoolwork to be an indicator of ability to deal with the rigors of life as a physician. The committee is interested in the applicant's motivation for attending medical school and his/her understanding of the medical profession. Commitment to community service, ethical behavior, compassion, leadership ability and communication skills are important characteristics of physicians. Applications and interviews assist us in evaluating these qualities. We expect applicants to be courteous, respectful and professional at all times.

We evaluate applications against minimum and average standards in 8 specific areas. Applicants must achieve at least the minimum level of performance in all 8 areas and be average or above in 5 out of the 8 areas in order to proceed in the admissions process. Successful applicants distinguish themselves with outstanding performance in one or more of these areas. The 8 areas are listed below.

## **Academic Requirements**

**Grade Point Average (GPA):** The minimum acceptable GPA is 3.0. Applicants with a science, non-science or overall GPA below 3.0 will not be considered. All grades received for college credit are included in the AMCAS GPA calculation. If a course is repeated, both grades received for that course are calculated into the GPA.

To determine average criteria, the applicant's GPA is compared to the average GPA of students who have gone on to attend medical school from the institution granting the applicant's highest degree.

**Medical College Admission Test (MCAT):** All applicants are required to take the MCAT within 3 years of their application. Example: Applications for the class entering medical

school in 2012, scores will be accepted from tests taken in 2011, 2010 and 2009. Tests taken after September will not be considered for the current application year.

The minimum acceptable score for each section, (physical science, biological science and verbal reasoning) of the MCAT examination is 7. The average score for entering freshmen is 10 in each section. If the test is taken more than once within 3 years of application, the best score for each section will be considered.

## **Required Activities**

**Extracurricular:** Extracurricular activities are defined as activities outside the usual duties of a full-time job and/or school. The committee is interested in how applicants deal with the demands of their lives outside of the classroom in activities such as work, athletics, family, church, clubs, hobbies, volunteering and other special interests. This is a strong indicator of how well an applicant will handle responsibilities and deal with stressful situations. It also predicts how well they will handle the difficult demands of medical school.

- The minimum requirement is some involvement in outside activities.
- The average applicant devotes 20 hours per week during each of the 4 years prior to entering medical school

**Community/Volunteer Service:** Community/Volunteer service is defined as involvement in a service activity without constraint or guarantee of reward or compensation. The medical profession is strongly oriented to service in the community. Applicants should demonstrate a commitment to the community by involving themselves in service and volunteer activities. Work performed in service learning courses and community service performed as part of employment does not satisfy this requirement.

- The minimum requirement is 36 hours.
- The average applicant devotes 48 hours during each of the 4 years prior to entering medical school.

**Leadership:** Leadership is defined as a position of responsibility for others, with a purpose to guide or direct others. Dedication, determination, ability to make decisions and a willingness to contribute to the welfare of others are indicators of one's ability to succeed in medicine. Individuals with these characteristics readily accept positions of leadership and are an asset to their community and profession. Leadership capacity can be demonstrated in a variety of ways. Positions in employment, church, community and school organizations including coaching, tutoring and mentoring will satisfy this requirement.

- The minimum leadership requirement is 1 leadership experience lasting 3 months during the 4 years prior to matriculation.
- The average applicant has 3 different leadership experiences each lasting 3 months during the 4 years prior to matriculation.

**Research:** Research is defined as involvement in a scholarly or scientific hypothesis investigation that is supervised by an individual with verifiable research credentials. Research may be in any discipline and performed at any site.

Research is the foundation of medical knowledge. We consider participation in research activities to be an important part of the preparation for medical school. Physicians depend on medical literature to remain current in their fields. Most physicians participate in research at

some point in their careers. Research experience may be in any discipline and performed at any site. However, it must involve the testing of a hypothesis.

Research performed, as part of a class is not acceptable unless the course was in independent research and the applicant completed independent, hypothesis-based research under the supervision of the professor. Research completed for a graduate thesis is acceptable. Applicants should be able to describe their project, the hypothesis investigated, and their role in the conduct of the research.

- The minimum requirement is 4 hours per week for 2 months or the equivalent of 32 hours.
- The average experience is 4 hours per week for 3 months or the equivalent of 48 hours.

**Physician Shadowing:** Physician shadowing is defined as the observation of a physician as s/he cares for and treats patients and carries out the other responsibilities of medical practice.

Applicants should spend enough time directly shadowing physicians to understand the challenges, demands and lifestyle of a medical doctor. Shadowing must be done with an allopathic (M.D.) or osteopathic (D.O.) physician in their practice in the United States. Time spent shadowing residents, physician assistants, podiatrists, veterinarians, nurses, EMT's, PhD's etc., will not be considered. It is our recommendation that applicants shadow several physicians in varied specialties.

- The minimum requirement is 8 hours shadowing a physician(s) through all the activities of an average day.
- The average applicant spends 24 hours with a physician(s).

**Patient Exposure:** Patient exposure is defined as direct interaction with patients and hands-on involvement in the care of conscious people in a health care related environment, attending to their health maintenance/progression or end of life needs. It is important that the applicant be comfortable working with and around people who are ill.

Direct patient exposure can be gained in a variety of ways. Patient contact must include patients other than family members and friends and does not include indirect patient care such as housekeeping (cleaning operating rooms or patient rooms) working at the hospital information desk, or working in a pharmacy.

- The minimum patient exposure requirement is 4 hours per week for a period of 2 months or the equivalent of 32 hours.
- The average applicant spends 4 hours per week in patient exposure for 3 months or the equivalent of 48 hours.

*Note: Physician shadowing and caring for friends and family members cannot be used to meet this requirement.*

# Admissions Report

Academic Year	Idaho Med Stud Applicant Pool	Selected for Interviews	Accepted for Admission	Sponsored Students	Non-Sponsored Students
2010 - 2011	95	49	12	8	0
2009 - 2010	84	45	14	8	2
2008-2009	108	64	12	8	1
2007-2008	116	61	13	8	0
2006-2007	93	43	9	8	1
2005-2006	112	57	13	8	0
2004-2005	86	47	11	8	1
2003-2004	84	33	14	8	4
2002-2003	99	53	17	8	0
2001-2002	88	50	13	8	4
2000-2001	96	50	13	8	1
1999-2000	88	42	9	6	0
1998-1999	87	52	13	6	0



# Hometowns

## Freshman

Last Name	First Name	City at Time of Application	State at Time of Application	Birth City	Birth State
Braden	Samuel	Boise	ID	Boise	ID
De La Presa Pothier	Martin	Twin Falls	ID	Santander	
Denney	Brandon	Twin Falls	ID	Boise	ID
Hanson	Joey	Boise	ID	Idaho Falls	ID
Orb	Quinn	Salt Lake City	UT	Sun Valley	ID
Straubhar	Alli	Boise	ID	Boise	ID
Taggart	Michael	Rexburg	ID	Ogden	UT
West	Jeremy	Boise	ID	BOISE	ID

## Sophomores

Curtis	Heather	Rigby	ID	Bountiful	UT
Doble	Justin	Twin Falls	ID	Greenville	PA
Elsensohn	Ashley	Moscow	ID	Lewiston	ID
Eshenroder	Nathan	Orem	UT	Boise	ID
Grimm	Nathan	SLC	UT	Lewiston	ID
Jones	Benjamin	Provo	UT	Idaho Falls	ID
Padilla	Maximilian	Boise	ID	Albuquerque	NM
Strunk	Joseph	Deer Park	WA	Portland	OR

## Juniors

Bingham	Colby	Logan	UT	Pocatello	ID
Blickenstaff	Nicholas	Eagle	ID	Salt Lake City	UT
Cheyne	Bryan	Boise	ID	St. Anthony	ID
Coman	Garrett	Boise	ID	Fort Worth	TX
Ellefson	Christina	Moscow	ID	Coeurd' Alene	ID
Fink	Laura	Boise	ID	Minneapolis	MN
Iyer	Varsha	Meridian	ID	Fort Collins	CO
Oakey	Zackery	Salt Lake	UT	Rexburg	ID

## Seniors

Chandler	Justin	Cedar City	UT	St. Anthony	ID
Hansen	Trenton	Salt Lake	UT	Ludington	MI
McInturff	Alison	Salt Lake City	UT	Rockford	IL
Meier	Alexandra	Eagle	ID	Boise	ID
Thacker	Christopher	Salt Lake	UT	Vernal	UT
Turner	Casey	SLC	UT	Twin Falls	ID
Wark	Heather	Ketchum	ID	Reno	NV
Wilson	Sara	Boise	ID	Twin Falls	ID
Winchester	Daniel	Idaho Falls	ID	Idaho Falls	ID



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## Freshmen

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Samuel Braden



Martin De La Presa  
Pothier



Brandon Denney



Joey Hanson



Quinn Orb



Alli Straubhar



Michael Taggart



Jeremy West

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## Sophomores

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Heather Curtis



Justin Doble



Ashley Elsensohn



Nathan Eshenroder



Nathan Grimm



Benjamin Jones



Maximilian Padilla



Joseph Strunk

---

## Juniors

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Colby Bingham



Nicholas Blickenstaff



Bryan Cheyne



Garrett Coman



Christina Ellefson



Laura Fink



Varsha Iyer



Zackery Oakey

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## Seniors

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Justin Chandler



Trenton Hansen



Alison McIntuff



Alexandra Meier



Christopher Thacker



Casey Turner



Sara Wilson



Daniel Winchester

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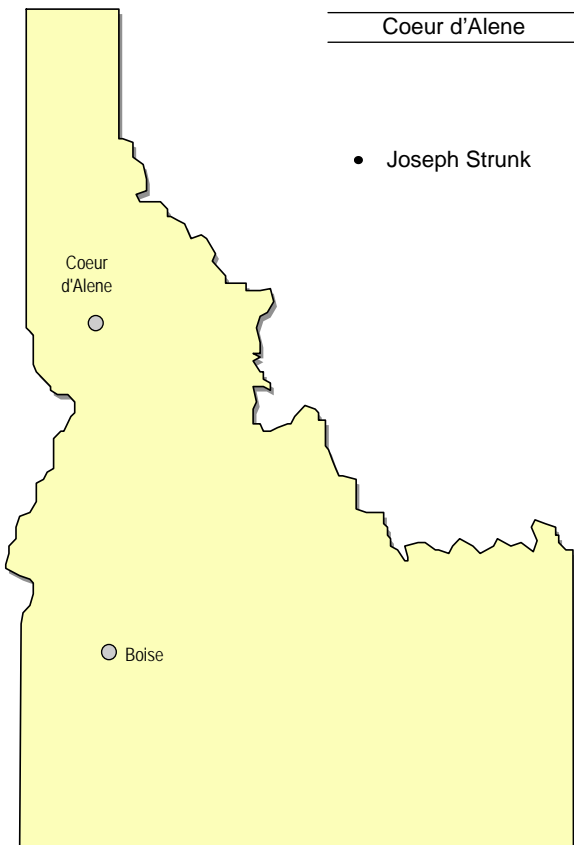
## Rural Observational Experience

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A four to eight week non-credit observational experience for students is offered between their first and second year of medical school.

Students receive a stipend and travel expenses.

The following student completed the observational experience from mid-June through early-August 2011:



## **Summer observational experience**

**By**

**Joseph Strunk – MS 2014**

This summer I spent a month of my vacation in Coeur d'Alene, ID working with Dr. Barbara Daugharty. She graciously agreed to allow me to follow her for 4 weeks while she cared for patients both in the hospital and in her clinic. At our first meeting we decided to treat the month as much like a 3<sup>rd</sup> year rotation as possible instead of strictly shadowing. She gave me several of her hospital patients each day and instructed me to pre-round on them before we came through together. I would present those patients to her and provide as much of an assessment and plan as possible. Then she would guide me through writing the orders for each patient.

At the clinic I worked with both Dr. Daugharty and her nurse practitioner. Each day I would begin by interviewing patients prior to their arrival, and then I would present each patient when they joined me in the exam room. I was also able to assist and perform physical exams on most patients. Throughout my experience I was supervised by Dr. Daugharty or her staff to begin with and then as I gained confidence I began to work on my own.

It was an excellent educational experience and I would highly recommend it to other students. In the end, I felt I was able to continue honing my clinical skills in preparation for my third year clerkships and my future clinical practice.

Joseph Strunk

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## Clinical Medical Education in Idaho

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During an Idaho medical students third year, two of the required rotations, the Family Practice Clinical Clerkship and the Internal Medicine Clinical Clerkship, are completed in Idaho. While the Family Practice Clinical Clerkship is four weeks with a community based or faculty family practice preceptor, the Internal Medicine Clinical Clerkship is twelve weeks divided into one six-week inpatient rotation taken in the first half of the year and a second six-week rotation in the second half of the year. It is during the second six-week rotation that the student travels to Idaho for three weeks to work in an ambulatory clinic. Additionally, during an Idaho medical student's fourth year, the student completes a four-week Public/Community Project. This project can be completed in Utah or Idaho.

### Family Practice Clinical Clerkship

**Overview:** The required, four-week Family Practice Clinical Clerkship exposes the medical student to the role and capabilities of family physicians as primary care doctors in their local settings. They are also introduced to other elements of the health care delivery system in the community which supports and compliments the services provided by the primary care physician.

**Educational Objectives:** The student will:

1. Demonstrate basic competency in history taking, physical examinations, procedural skills, and clinical decision making as applied to the wide range of problems seen in family medicine.
2. Be able to discuss the diagnosis of common acute undifferentiated problems while taking into account disease prevalence, geographic factors, the socioeconomic structure of the community, and the psycho-social factors surrounding the patient.
3. Be able to implement a reasonable health maintenance plan for patients of various ages and of either sex.
4. Be able to describe the family physician's role as the coordinator of health care for individuals and families in the overall community, and in the care of chronic and complicated problems.
5. Be able to use the problem oriented medical record, discuss the cost effectiveness in primary care, and show some understanding of risk management quality assurance and ethical issues in family practice.

**Activities:** The student will spend approximately 70% of their time in clinical activities, including office, hospital, nursing home, and home visits with their preceptor. The remaining 30% will consist of time spent learning and experiencing other elements of the health care system in the preceptor's community (hospital and medical staff issues, public health agencies, occupational and environmental health risks), as well as independent study.

**Preceptors/Site Requirements:** The preceptor must be board certified in family medicine, hold a University of Utah Volunteer Clinical Faculty appointment or Volunteer Preceptor agreement with the Department Family and Preventative Medicine.

**Evaluations:** The preceptor will evaluate the student with regards to their personal and interpersonal qualities, fund of knowledge, and clinical skills. The evaluation will be submitted to the Family Practice Student Programs Office within a few weeks of completion of the student's clerkship.

### Family Medicine Volunteer Clinical Faculty in Idaho

Physician	Location	Phone
Jaren Blake, MD	Bingham Memorial Family Medicine 98 Poplar Street Blackfoot, ID	208-782-2999
Waj E. Nasser, MD	1520 W State St Boise, ID 83702	208-947-7700
William Crump, MD	St Luke's Family Health 3090 Gentry Way Ste 200 Meridian, ID 83642	208-887-6813
Lorene Lindley, MD	1112 West Ironwood Dr Coeur d'Alene, ID 83814	208-664-8818
Larry Curtis, MD	Teton Valley Med Ctr 283 No 1st East Driggs, ID 83422	208-354-2302
* Eddie Rodriguez, MD	207 E. 12th Street Emmitt, ID 83617	208-365-1065
Richard F. Paris, MD	Hailey Medical Clinic 706 South Main Street Hailey, ID 83333	208-788-3434
Leanne L. LeBlanc, MD	610 North West 2nd Street Grangeville, ID 83530	208-983-5120
Terrance A Riske, MD	Hayden Lake Family Physicians 8181 Cornerstone Drive Hayden Lake, ID 83835	208-772-0785
Barry F. Bennett, MD	South East Family Medicine 2775 Channing Way Idaho Falls, ID 83404	208-524-0133
David A. Hall, MD	PO Box 1047 McCall, ID 83638	208-634-6443
Clayton Bunt, MD	301 Cedar Orofino, ID 83544	208-476-4555
Joan Bloom, MD	30544 Highway 200 Ponderay, ID 83852	208-263-6300
Mark Gibby, MD	45 North 1 <sup>st</sup> East Preston, ID 83263	208-852-3755
Lynn P. Eskelson	47 No 100 E Preston, ID 83263	208-852-2900
Michael Packer, MD	1 Professional Plaza Rexburg, ID 83440	208-356-9231
Joseph E. Watson MD	393 E 2 <sup>nd</sup> No Rexburg, ID 83440	208-356-5401

John K. Franson, MD	292 South 3rd West Soda Springs, ID 83276	208-547-3118
M. Cole Johnson, DO	526 Shoup Ave West Ste E Twin Falls, ID 83301	208-733-1112
Trevor Satterfield, MD	St Luke's Physician Center 630 Addison Ave West Ste 100 Twin Falls, ID 83301	208-733-4343

\* Idaho SEARCH site

## Internal Medicine Clinical Clerkship

The third year internal medicine curriculum requires a three week ambulatory care rotation in internal medicine for all students. Since 2007, the contract requires this rotation to be done in Idaho. These rotations are scheduled for the second half of the third year so that students going have had at least six months of patient contact

## Internal Medicine Volunteer Clinical Faculty in Idaho

Physician	Location	Phone
Sky Blue, MD	125 South Idaho Street Suite 203 Boise	208-338-0148
Julie Foote, MD	900 North Liberty Street Suite 201 Boise	208-367-6740
Christopher Goulet, MD	Boise Gastroenterology Associates 6259 West Emerald Street Boise	208-489-1900
Laura McGeorge, MD	St. Luke's Internal Medicine 300 East Jefferson Street, Suite 201 Boise	208-381-4100
Stephen Montamat, MD	St. Luke's Internal Medicine 300 East Jefferson Street, Suite 300 Boise	208-381-4100
Leslie Nona, MD	St. Luke's Internal Medicine 300 East Jefferson Street, Suite 300 Boise	208-381-4100
Ike Tanabe, MD	Boise Gastroenterology Associates 6259 West Emerald Street Boise	208-489-1900
Gregory Thompson, MD	St. Luke's Internal Medicine 300 East Jefferson Street, Suite 201 Boise	208-381-4100
Scott Bressler, MD	Caldwell Internal Medicine 1818 10 <sup>th</sup> Street, Suite 100 Caldwell	208-459-4667
Barbara Daugharty, MD	920 Ironwood Drive Coeur d'Alene	208-664-9205
Alan Avondet, MD	2001 South Woodruff Avenue, Suite 15 Idaho Falls	208-422-7310

Shawn Speirs, MD	Eastern Idaho Medical Consultants 3200 Channing Way, Suite 205-A Idaho Falls	208-535-4300
Scott Taylor, MD	Eastern Idaho Medical Consultants 3200 Channing Way, Suite 205-A Idaho Falls	208-535-4300
Craig Scoville, MD, PhD	763 South Woodruff Avenue Idaho Falls	208-535-4373
Anne Poinier, MD	St. Luke's Internal Medicine 520 South Eagle Road, Suite 3102 Meridian	208-706-5100
Gregory Thompson, MD	St. Luke's Internal Medicine 520 South Eagle Road, Suite 3102 Meridian	208-706-5100
Lisa Burgett, MD	630 Addison Avenue West, Suite 110 Twin Falls	208-734-0206
Patrick Desmond, MD	660 Shoshone Street East Twin Falls	208-732-3400

## The Public/Community Project

**Course Objectives:** This four-week Public/Community Project is designed to acquaint medical students with the skills, knowledge, and attitudes basic to the Public health/Community Health Model for addressing a community health problem or issue.

**Activities:** The project is chosen by the student and must have focus on a public health issue/problem present in the community setting. Students partner with a public or private agency that focuses on the topic chosen. Students are expected to use national, state and local public health resources, computer searches, and readings in completing their project.

**Project Types:** Students choose one or two of the following components of a community project.

1. Health Need Assessment (includes: define the community, characterize the community's health, and prioritize the health concerns.
2. Propose/Implement Targeted Interventions: Implementation of an action, activity, training, educational program that is meant to alleviate a defined public health problem or issue. This should be measurable and address a specific group.
3. Evaluate Implementation/Outcomes: Review of an ongoing project to determine its effectiveness and make recommendations for changes in future actions.

**Three Questions to Ask before a Project Topic is Chosen:** The student must answer three of these questions to receive approval from the Family Medicine Student Programs Director.

1. What is important to the community/population group you are going to work with? (This may include public health personnel, agencies, and the community-at-large.)
2. That issues have the greatest health impact on the health of the specific identified group (in whose opinion)?



3. What issue can be reasonable addressed (studied) over four weeks?
4. Will the proposed project receive the appropriate amount of effort?

**Project Guidelines:**

1. The project should provide a benefit or service to a community or population group.
2. A project topic that is closely related to a health care area that involved local/community public health systems. Avoid topics that are narrow in scope and have limited occurrence and effect on the community. Topics that lend themselves to intervention and prevention methods are preferred.
3. Avoid politically sensitive topics (examples: birth control in teenagers) and projects that deal with children 18 years and under.

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## Other Clinical Medical Education Opportunities in Idaho

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### Family Medicine (Primary Care) Preceptorship

**Course Objectives:** The six-week Primary Care Preceptorship is designed to acquaint all medical students with the skills, knowledge, and attitudes basic to a successful practice in primary care. Rotations will be completed in a medically underserved rural or urban primary care site. Most rotations sites are in remote rural locations where the student lives in the community for the six weeks. The site provides for family practice, internal medicine, pediatric care, obstetrics/gynecology or other requested specialty sites deemed appropriate by the Utah Area Education Center program.

**Course Requirements:** Students will:

1. Demonstrated knowledge of 20 clinical problems encountered in the primary care site they are working with including a basic history, physical examination, laboratory investigation and treatment pertinent to each.
2. Identify 10 urgent or emergent conditions likely to be encountered by physicians in this site and describe the basic history, physical examination, laboratory investigation and treatment pertinent to each.
3. Describe the clinical health promotion/disease prevention services appropriate to the site, and the reach for each.
4. List the five most common public health problems of the community in which the site is located.
5. Discuss the roles of primary care providers, consultants, community agencies, hospitals, and governments in promoting public health and managing illness in the community.
6. Formulate a question/topic about a community health issue, review relevant medical literature, collect data from the practice relevant to the question, and write a report on the findings. A verbal report is to be made by each student as part of the debriefing at the end of the rotation.

**Activities:** Students divide their time at the practice site between two areas:

1. The first area, covering 60% of the preceptorship time will be spent in clinical activities with the preceptors.
2. The second area, 40% of the time will be spent completing a “Public Health” Community Health Project. The project is to be chosen by the student and will have a focus on the public health issue/problem present in the community where they are working. Students will use the preceptors’ practices, local public health resources, computer searches, texts, and readings in completing their project.

**Preceptor/Site Requirements:** Preceptors will be board certified physicians, who hold Volunteer Clinical Faculty appointments with the University Of Utah School Of Medicine. Students will choose a specialty focus and an AHEC area for this rotation. The AHEC Center or Student Programs will match the student with a preceptor and provide assistance with course logistics (travel, housing, etc.)



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## Idaho Rural Outreach Program (IROP)

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By

**Justin Doble, MS 2014**

Idaho has a significant lack of health care providers in its rural communities. The theory of IROP revolves around the concept of medical students inspiring the youth of rural Idaho. We believe that our student interactions can help motivate the rural youth into starting a productive career in medicine. As we have just begun our medical careers, we have a unique perspective of what is required for admission and what to expect in a medical career. Our experiences over the years have been overwhelmingly positive. Educators have expressed how beneficial the program has been to the students. They were appreciative of the motivation it seemed to provide and hopeful that the program could return to their schools in the future.

IROP was able to gain financial support from the Office of Idaho Student Education at the U of U School of Medicine to provide funding for a trip to various rural areas in Idaho each year since 2007. The visits by medical students to high schools in these areas consists of a 20 minute PowerPoint presentation which contains information on careers in the health profession, talking specifically about medical school, but also provides information regarding other health care related schooling and careers. After the presentation and a question answer session, medical students participate in hands on teaching with the students by dissecting cow hearts. Since 2007, medical students taking part in this program have traveled and presented to high school classes in various rural areas of Idaho including: Malad, Marsh Valley, Soda Springs, Bear Lake, Burley, Preston, Twin Falls, and most recently the great Boise area. Our past trip to Twin Falls was especially successful as a group of 4 medical students split up between two high schools in the area and was able to present to classes that were interested during each hour of the day at both schools.

IROP would like to be a consistent and continual program maintained by the Idaho Medical Students. The primary obstacle encountered is obtaining funding to pay for the trips because of distance to travel and extraneous cost such as food and lodging. If able to overcome this obstacle with consistent funding each year, IROP will continue to expand its reach to rural communities throughout the state of Idaho. Your financial support of our program will go a long way in positively shaping the lives of Idaho's rural youth. Thank you for your time and your consideration.

Sincerely,

Justin Doble  
 Medical Student, MSII  
 University of Utah School of Medicine  
 Student IROP Representative

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## Idaho Medical Association Student Representative

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By

**Garrett Coman, MS 2013**

This summer, I was selected as the University of Utah medical student representative to the IMA. This coming year, I will attend and observe the IMA board meetings and House of Delegates meetings under Joseph Deaver, a fourth year from the University of Washington. Next year, I will take his position as a voting member in the House of Delegates. I am honored to represent the Idaho medical students in Utah and Washington, as well as those in schools across the nation.

Fortunately, my appointment came just in time to attend the Annual IMA Meeting in scenic Coeur d'Alene. I enjoyed getting to know many new people that are passionate about Idaho healthcare. Watching the debate on resolutions was inspiring and made me realize the extent in which healthcare and politics are interwoven. The delegates' strong work makes me both proud to be part of the IMA and excited for the opportunity to get more involved in the process.

With Idaho's current physician shortage, I am happy to hear that the Idaho Rural Physicians Incentive Program is now in operation. I think this is a very effective and helpful way to encourage medical students to return to Idaho to practice medicine. There is a sense of camaraderie amongst the Idaho medical students here at Utah, and many intend to return to Idaho after their training. The medical students are very grateful for Idaho's generosity in allowing us to choose where we will be practicing medicine. However, I can confidently speak on behalf of my classmates in saying that we all feel an obligation to the state for helping with our education.

Here at the University of Utah, the medical students are also trying to help the physician shortage by visiting Idaho high schools and giving presentations on becoming a doctor through a program called the Idaho Rural Outreach Program (IROP). We explain what medical school is, how to be a strong applicant, and what it is like to be a doctor. The students are also able to dissect a pig heart and ask questions. They enjoy the activity and get exposure to the medical profession. We want to let Idaho high school students know that becoming a doctor is within reach and that our state will help pay for their medical education.

I also want to thank the physicians in Idaho who have taken time out of their busy schedules to accommodate medical students during their third and fourth year rotations. Students are also able to do a four-week rotation in Idaho between their first and second years of medical school. Since many students work in a rural setting, they are able to see medicine from a different perspective- a contrast to the familiar academic setting. Being able to return to Idaho for these rotations is a highlight of our education, and working with such outstanding physicians helps to build relationships and train the next generation of doctors.

## Financial Report 2011-2012

The Idaho State Board of Education subsidizes eight seats at the University of Utah so these students are able to pay in-state tuition. For academic year 2011-2012, Idaho students paid \$28,734.70 with student fees of \$918.54 for a total of \$29,653.24. Idaho students also paid a surcharge of \$1,638 which was returned to Idaho\*. The State of Idaho paid \$38,758/per student.

\*This went towards the Idaho Rural Recruitment program.

A portion of the subsidy that the University of Utah receives from the ISBOE went towards:

### Direct student support:

Student Rotation Expenses*	
First-Year Job Shadowing Stipend	\$ 1,160.00
First-Year Rotation Expenses	\$ 377.00
Third/Fourth-Year Rotation Expenses	\$ 10,148.18
Idaho Rural Outreach Program	\$ 314.23
Idaho Medical Association UofU Student Rep	\$1074.65
Boise Physician Support Salary	\$7, 219.15
Administrative Support Salary	\$ 4, 603.05
<b>Total</b>	<b>\$ 24,896.26</b>

The remainder of the funds was used for educational advancement of Idaho Medical Students.

### \* Covered expenses for rotations:

**First-Year Job Shadowing Stipend:** \$1160/4 week block

**Mileage:** One round trip between SLC and rotation site (\$0.50/mile) and mileage if distance between housing and rotation sites is  $\geq 15$  miles (\$0.50/mile)

**Housing:** If renting apt/motel  $\leq$  \$600 or if staying with family or friends a nice dinner/gift basket as a thank you  $\leq$  \$120

**Preceptor:** nice dinner/gift basket as a thank you  $\leq$  \$120

(Physicians that mentor students in Idaho do so as volunteers. We have been impressed with the willingness of physicians to volunteer to teach medical students and have appreciated the time and effort that it takes for these physicians to give students an opportunity for an Idaho experience. These physicians are required to be credentialed as volunteer faculty at the University of Utah in order to teach in the 3<sup>rd</sup> year clerkship rotations.)

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## School of Medicine Graduate Report

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Following is the medical student graduate report of Idaho sponsored and non-sponsored from the Office of Student Affairs:

Academic Year	Sponsored	Non-sponsored
2010 - 2011	9	3
2009-2010	6	4
2008-2009	7	1
2007-2008	8	0
2006-2007	8	1
2005-2006	8	4
2004-2005	8	0
2003-2004	8	4
2002-2003	9	1
2001-2002	5	0
2000-2001	6	0
1999-2000	6	7
1998-1999	6	2
1997-1998	6	1
1996-1997	6	3
1995-1996	6	3

As of September 2011, the Alumni Office reported the following estimated numbers for graduates practicing medicine in Idaho:

Estimated Idaho Sponsored Students, 1953-2011:	<b>216</b>
Medical School Graduates* practicing in Idaho	206
Resident Graduates† practicing in Idaho	147
<b>Total</b>	<b>353</b>

Following is the resident graduate report of those who choose Idaho to practice medicine from the Office of Graduate Medical Education:

*\*These figures will be updated by the GME office in November.*

Academic Year	Number of Graduates	Specialty
2010 – 2011*		
2009 – 2010*		
2008 – 2009*		
2007 – 2008*		
2006-2007	4 : 228	1 – Internal Medicine 2 – Pediatrics 1 – Pediatric Hemy/Onc
2005-2006	8 : 214	2 – Sports Medicine      1 – Pediatric Psychiatry 1 – Dental                      2 – Pediatrics 1 – Pulmonary                1 – Pathology
2004-2005	7: 222	1 – Internal Medicine      1 – Cardiology 1 – Anesthesiology        1 – Gastroenterology 2 – Dental                    1 – Physical Medicine

**\* Medical School Graduates**

Philip D. Affleck, MD  
John Thomas Ahlquist, III, MD  
Ted J. Ajax, MD  
Scott Evan Allan, MD  
Nancy E. Alston, MD  
Marc T. Astin, M.D.  
Richard Allen Augustus, MD  
Alan G. Avondet, MD  
Lorin Christopher Bachman, MD  
Jordan Lysle Bailey, MD  
Jeffrey Boyd Baker, MD  
Wallace Coleman Baker, MD  
Brad L. Barlow, MD  
A. Lloyd Barrott, MD  
Leigh Anne Bassler, MD  
Robert T. Beckstead, MD  
Barry F. Bennett, MD  
Edwin C. Biddulph MD  
Greg Edwin Biddulph, MD  
Michael Clyde Biddulph, MD

Steven C. Funk, MD  
Mindy B. Gaddis, MD  
John E. Gamboa, MD  
Teresa K. Garff, MD  
David Andrew Garrity, MD  
Ralph G. Goates, MD  
R. Joseph Gobel, MD  
Ben H. Godfrey MD  
Mindy B. Gurr, MD  
Gary K. Haddock, MD  
Boyd L. Hammond, MD  
Jeffrey D. Hancock, MD  
David V. Hansen, MD  
Robert G. Hansen, MD  
Kenneth Harris, MD  
R. Todd Harris M.D.  
Kitchener E. Head, MD  
Rex Edward Head, MD  
D. Craig Heiner, MD  
Daniel M. Henrie, MD

Joseph Reed Moore, MD  
Dale McBride Mosdell, MD  
Stanley W. Moss MD  
Chad L. Murdock, MD  
James Neeley, III, MD  
Edwin J. Neil, MD  
Kurt John Nilsson, MD  
Shawn Christian Nowierski, MD  
John W. Obray, MD  
J. Michael Oldroyd, MD  
Alan Olmstead, MD  
Craig O. Olsen, MD  
Daniel Paul Ostermiller, MD  
Scott Michael Packer, MD  
Tamara Lynn Pascoe, MD  
Temp Ray Patterson, MD  
Mary Lou Peak, MD  
Dallas D. Peck, MD  
Michael S. Pecora, MD  
Angela Dawn Pellant, MD

\* **Medical School Graduates**

John E. Bishop, MD  
 Stuart A. Black, MD  
 Brian Max Boesiger, MD  
 Charles R. Borup, MD  
 Mark D. Borup, MD  
 Barton E. Brower, MD  
 Calvin Buhler, MD  
 Mark D. Burningham, MD  
 Randall D. Burr, MD  
 Bradley M. Burton, MD  
 Cheryl Robson Callaghan, MD  
 Michael Thomas Callaghan, MD  
 Peter M. Cannon MD  
 Michael David Cawdery, MD  
 Rob Damon Cheeley, MD  
 Brian Wade Christensen, MD  
 David W. Christensen MD  
 Kay L. Christensen, MD  
 Stephen A. Christensen, MD  
 Jack Osborne Clark, MD  
 Darren W. Coleman, MD  
 Lance Wayne Coleman, MD  
 Wayne L. Coleman, MD  
 Brady Lee Cook, MD  
 James Morgan Coombs, MD  
 Robert Louis Coray, MD  
 Curtis Hazen Coulam, MD  
 Rodde D. Cox, MD  
 Stephen D. Craig, MD  
 Earl M. Crandall, MD  
 Max J. Crouch, MD  
 Charles L. Cutler, MD  
 Chic Cutler, MD  
 Kent Wayne Davis MD  
 Dane J. Dickson MD  
 Ronald W. Dorchuck, MD  
 Mark A. Dowdle, MD  
 John (Norman) East, M.D.  
 N. John East, MD  
 Santana Ellison, MD  
 Lynn P. Eskelson, MD  
 Vernon S. Esplin, MD  
 Douglas Garth Favor, MD  
 Gregory L. Flint, MD  
 Steven Follett, MD  
 Michael W. Foutz, MD  
 Joachim G. Franklin, MD  
 Kevin Charles Funk, MD

F. LaMarr Heyrend, MD  
 Gene K. Hodges, MD  
 Earl Evan Holmstead, MD  
 Eric F. Holt, MD  
 Rose Marie Holt, MD  
 Scott Partridge Hoopes, MD  
 Ken Dean Housley, MD  
 Carl Scott Humphrey, MD  
 Casey Ira Huntsman, MD  
 James Stewart Irwin, MD  
 Richard D. Isbell, MD  
 John Jackson A. M.D.  
 Ronald Dean Jenkins, MD  
 Lloyd R. Jensen, MD  
 Melvin Terry Jeppson, MD  
 Daniel William Jones, MD  
 Gregory Phillip Jones, MD  
 Jonathan David Jones, MD  
 Kevin E. Kartchner, MD  
 Jeffrey Ernest Keller, MD  
 Robert M. Kennedy, MD  
 Brian Calder Kerr, MD  
 William P. Knibbe MD  
 Thomas Orval Kraner, MD  
 Leland K. Krantz, II, MD  
 Scott Larson, MD  
 Elsa J. Lee, MD  
 G. Richard Lee, MD  
 Craig E. Leymaster, MD  
 Wendell C. Johnson MD  
 James D. Lohmann, MD  
 William Don Loveland, MD  
 Gary L. Lovell, MD  
 Ernest A. Lucero MD  
 Dean H. Mahoney, MD  
 Eric L. Maier, MD  
 Michael C. Mallea, MD  
 Shane C. Mangrum, MD  
 Samantha Ann Marshall, MD  
 Richard J. Martin, MD  
 William P. Martin, MD  
 Calvin J. McAllister, MD  
 John C. McCormack, Jr., MD  
 Chad Donald McCormick, MD  
 Tina Ann McGuffey, MD  
 Jay P. Merkley, MD  
 Bryce Wayne Millar, MD  
 Warren N. Miller, MD

Joseph R. Petersen, MD  
 Phillip H. Petersen, MD  
 Grant M. Peterson, MD  
 Clay C. Prince, MD  
 Corey T. H. Rammell, MD  
 Hans Thurgood Redd, MD  
 Christopher Richard Rhead, MD  
 James L. Richards, MD  
 John E. Riley, MD  
 Daniel Delbert Ririe, MD  
 Marnie Lynn Royall Ririe, MD  
 Keith L. Ritchie MD  
 Steve Edward Roberts, MD  
 Theodore S. Roosevelt, MD  
 Leanne M. Rousseau MD  
 Randall Rudeen, MD  
 Ken W. Ryan, MD  
 Fritz Schmutz, MD  
 Randall J. Skeem, MD  
 Cristin Coulam Slater, MD  
 Paul D. Slater, MD  
 Donald E. Smith, Jr., MD  
 Klint H. Stander, MD  
 Chris Loren Stegelmeier, MD  
 Christopher Allen Stenger, MD  
 Dennis L. Stevens MD  
 D. Lloyd Stolworthy, MD  
 Lynn J. Stromberg, MD  
 Bruce A. Tall, MD  
 Robert M. Taylor MD  
 Harold Kirkham Thompson, MD  
 Marietta Thompson, MD  
 Peter Jeffrey Thompson, M.D.  
 Steven J. Todd, MD  
 Peggy J. Toro, MD  
 Albert Trearse M.D.  
 J. Ballard Washburn, MD  
 Keith M. Wayment, MD  
 Tyler Russell Wayment, MD  
 Robert C. Welch, MD  
 Gregory G. West, MD  
 Edward Allen Westcott, MD  
 Dean L. Williams, MD  
 Timothy W. Woods, MD  
 Derek Layne Wright, MD  
 Gentry Charles Yost, MD  
 Gerald Lee Young, MD  
 Ronald M. Zohner, MD



\* **Medical School Graduates**

Peter Crane, MD  
 Becky Knoll, MD  
 Matthew Reed, MD  
 Issac Elam, MD  
 Sonia Ponce, MD  
 Bethanie White, MD  
 Andrea Clark, MD  
 Rohn McCune, MD  
 Brian Beesley, MS  
 Stuart Knapp, MD  
 Michelle Reina, MD

Ann Huntington, MD  
 Bridgette Latimer, MD  
 Kristi Rose, MD  
 Robin Nenefeldt, MD  
 Pahresah Roominay, MD  
 Kencee Amyx, MD  
 Jason Hawkes, MD  
 Stacie Oliver, MD  
 Benjamin Brennan, MD  
 Erik Linn, MD  
 Kristin Satterfield, MD

Jeremy Huntington, MD  
 Katie Munt – Ward, MD  
 Ryan Craner, MD  
 Thongpham Phanthavady, MD  
 Eric Schlekeway, MD  
 Bradley Bishop, MD  
 Joshua Lunn, MD  
 Maggie Zimmerman, MD  
 Lindsay Burt, MD  
 Noah Minskoff, MD

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**CONSENT AGENDA  
DECEMBER 8, 2011**

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**SUBJECT**

Alcohol Permits Approved by University Presidents

**APPLICABLE STATUTE, RULE, OR POLICY**

Idaho State Board of Education Governing Policies and Procedures, I.J.2.b.

**BACKGROUND/DISCUSSION**

The chief executive officer of each institution may waive the prohibition against possession or consumption of alcoholic beverages only as permitted by and in compliance with Board policy. Immediately upon issuance of an Alcohol Beverage Permit, a complete copy of the application and the permit shall be delivered to the Office of the State Board of Education, and Board staff shall disclose the issuance of the permit to the Board no later than the next Board meeting.

The last update presented to the Board was at the October 2011 Board meeting. Since that meeting, Board staff has received twenty seven (27) permits from Boise State University, twelve (12) permits from Idaho State University, thirty-two (32) permits from the University of Idaho, and one (1) permit from Lewis-Clark State College.

Board staff has prepared a brief listing of the permits issued for use. The list is attached for the Board's review.

**ATTACHMENTS**

List of Approved Permits by Institution

page 3

**BOARD ACTION**

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

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<b>APPROVED ALCOHOL SERVICE AT BOISE STATE UNIVERSITY October 2011 – April 2012</b>		
<b>EVENT</b>	<b>LOCATION</b>	<b>DATE (S)</b>
Boise Inc. HR Dinner	Stueckle Sky Center (SSC)	10/04/11
Insurance Network America Summit	SSC	10/06/11
Bronco Wednesday's Radio Show	SSC	10/19/11, 11/02/11, 11/09/11, 11/14/11, 11/23/11, 11/30/11
Bronco Primetime	SSC: Bronco Zone	10/20/11, 11/16/11, 02/16/12, 03/15/12, 04/19/12
Presidential Alumni Dinner	SSC	10/21/11
Serving Up Wishes Dinner	SSC	10/24/11
Local Option Vision Meeting	Other: SUB Hatch B	10/27/11
Simplot All IT Conference	SSC	10/27/11
ARRGH Pirates Performance	Other: Special Events Center	10/28/11, 10/29/11
Ballet Idaho	Other: Special Events Center	10/29/11
Holiday Auction	SSC	10/29/11
Sales & Management Meeting	SSC	10/31/11
Celtic Thunder	Other: Morrison Center	11/1/11
Jim Brickman	Other: Morrison Center	11/3/11
Fall Friendraiser 2011	Other: Sub Simplot Ballroom	11/4/11
Fall Performance	Other: Special Events Center	11/4/11, 11/5/11
2011 Employee Appreciation Event	SSC	11/5/11
Ira Glass	Other: Morrison Center	11/5/11
Kinesiology Reception	Other: Yanke Research Center	11/9/11
State Farm Agent Meeting	SSC	11/10/11
The Official Blues Brothers Revue	Other: Morrison Center	11/10/11
Monty Python & Spamalot	Other: Morrison Center	11/12/11
Gender Studies Affiliates Social	Other: Women's Center, SUB	11/16/11

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<b>EVENT</b>	<b>LOCATION</b>	<b>DATE (S)</b>
Gingerbread Gala	Other: Jordan Ballroom	11/17/11, 11/18/11
Hawley Troxell Attorney Appreciation	SSC	11/18/11
Winter Welcome Dinner & Auction	SSC	12/2/11
United Heritage Annual Banquet	SSC: Double R	12/7/11

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<b>APPROVED ALCOHOL SERVICE AT IDAHO STATE UNIVERSITY September 2011 – December 2011</b>		
<b>EVENT</b>	<b>LOCATION</b>	<b>DATE (S)</b>
Reception for Jeri Dunkin	School of Nursing	10/21/11
President's State of the University Event	Stephens Performing Arts Center (PAC) Rotunda	10/24/11
Crab Feed	SUB: Ballroom	11/1/11
Marcus Roberts Trio Private Performance and Reception	Bennion Promenade	11/5/11
Red White & The Blue	Stephens PAC	11/12/11
Festival of Trees – Gala	Stephens PAC	11/29/11
FOT – Employee Appreciation Reception	Stephens PAC	11/30/11
Museum Workshop Reception	Museum Gallery Lobby	11/30/11
ISU Credit Union Christmas Party	Stephens PAC	12/3/11
INL Holiday Reception	Center for Advanced Educational Studies (CAES) 995 University Blvd., Idaho Falls, ID	12/6/11
Holiday Party	Rendezvous Suites	12/8/11
Meridian Holiday Open House	ISU: Meridian Health Science Center	12/8/11

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<b>APPROVED ALCOHOL SERVICE AT UNIVERSITY OF IDAHO July 2011 – September 2011</b>		
<b>EVENT</b>	<b>LOCATION</b>	<b>DATE (S)</b>
McClure Lecture Reception	Grove Hotel, Boise, ID	10/5/11
University of Idaho Open House	U of I Research Park	10/6/11
Retirement Function for William Woolston	Prichard Art Gallery	10/7/11
Borah Reception	President's Residence	10/11/11
Business Development Forum	Iron Horse	10/19/11
Hosted Dinner/Reception for Advisory Council, Faculty/Staff	1539 Pine Cone Road, Moscow, ID	10/27/11
McNichols Competition	University Inn Best Western	11/5/11
Navy & Marine Corp Ball	Sub Ballroom	11/5/11
Davis Investment Group Reunion	ALB Boardroom	11/18/11
Bischoff's Retirement Celebration	U of I Boise-Legacy Pointe Room	11/29/11
Reception Honoring Allen Derr	U of I Boise-Legacy Pointe Room	11/30/11
Dean Morris CBE Retirement Celebration	Kibbie Done Club Room	12/5/11
Palouse Holiday Gingerbread Dinner	Sub Ballroom / Appaloosa Lounge	12/8/11
University of Idaho College of Law Alumni Holiday Reception	U of I Boise-Legacy Pointe Room	12/8/11
Alumni Awards for Excellence	Sub Ballroom	12/9/11
Faculty & Staff & Retiree – President's Holiday Reception	Sub Ballroom	12/13/11
Leadership Holiday Dinner	President's Residence	12/14/11
Dave's Golf Shop Tournament	U of I Golf Course	5/17/12
City North American Golf Tournament	U of I Golf Course	5/24/12



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<b>EVENT</b>	<b>LOCATION</b>	<b>DATE (S)</b>
Dale's Boats Golf Tournament	U of I Golf Course	5/31/12
Farm Bureau Insurance Golf Tournament	U of I Golf Course	6/7/12
Lucas Company Golf Tournament	U of I Golf Course	6/14/12
Moscow Building Supply Golf Tournament	U of I Golf Course	6/21/12
Safeway Golf Tournament	U of I Golf Course	6/28/12
Fisher Scientific Golf Tournament	U of I Golf Course	7/5/12
GLOP Golf Tournament	U of I Golf Course	7/12/12
Team Morgan Tournament	U of I Golf Course	7/19/12
Vandals Golf Tournament	U of I Golf Course	7/26/12
Brown's Financial Golf Tournament	U of I Golf Course	8/2/12
Groppe Heating & Electric Golf Tournament	U of I Golf Course	8/9/12
Hawkeye Golf Tournament	U of I Golf Course	8/16/12
Team Ice Golf Tournament	U of I Golf Course	8/23/12

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<b>APPROVED ALCOHOL SERVICE AT Lewis-Clark State College October 2011</b>		
<b>EVENT</b>	<b>LOCATION</b>	<b>DATE (S)</b>
Winter Revels Holiday Party – LCSC Employee Gathering	William's Conference Center	12/9/11

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**EASTERN IDAHO TECHNICAL COLLEGE**

**SUBJECT**

Eastern Idaho Technical College (EITC) Advisory Council Appointment

**APPLICABLE STATUTE, RULE, OR POLICY**

Idaho State Board of Education Governing Policies and Procedures IV.I.  
Section 33-2212, Idaho Code

**BACKGROUND**

Consistent with Idaho Code 33-2212, the State Board for Professional-Technical Education may appoint an Eastern Idaho Technical College (EITC) Advisory Council consisting of not less than twelve (12) nor more than fifteen (15) persons. State Board of Education policy states that the EITC Advisory Council consists of the State Division of Professional-Technical Education Administrator and the EITC President as ex-officio members, and other members appointed by the State Board for Professional-Technical Education, each to a term of three years. A council member is eligible for reappointment to consecutive terms. In the event the incumbent is interested in reappointment, the Board may choose to reappoint the incumbent without soliciting other candidates. For an open appointment the EITC Advisory Council is required to advertise the vacancy in regional newspapers. The Advisory Council reviews all applications received and forwards only the most highly qualified applicants, in order of preference, to the Board for consideration.

Two (2) people are presented by the current EITC Advisory Council to the State Board of Education in order to fill the vacancies created in 2011, by resignations. The EITC Advisory Council requests the State Board of Education appoint Bart Davis and Scott Crane to the EITC Advisory Council. Their terms will begin January 1, 2012, upon State Board of Education ratification and continue through 2014.

Three (3) people are presented by the current EITC Advisory Council to the State Board of Education in order to fill the vacancies created December 31, 2011, by the term completion of three (3) Advisory Council members. The EITC Advisory Council requests the State Board of Education reappoint Terry Butikofer, Michael Clark, and Sylvia Medina to the EITC Advisory Council, bringing the membership to fifteen (15). Their terms will begin January 1, 2012, upon State Board of Education ratification and continue through 2014.

**IMPACT**

This will bring the EITC Advisory Council membership to fifteen 15.

**ATTACHMENTS**

Attachment 1 – Bart Davis, Letter of Interest	Page 3
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Attachment 3 – Scott Crane, Letter of Interest	Page 5

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Attachment 4 – Scott Crane, Resume	Page 6
Attachment 5 – Terry Butikofer, Letter of Interest	Page 8
Attachment 6 – Terry Butikofer, Resume	Page 9
Attachment 7 – Michael Clark, Letter of Interest	Page 11
Attachment 8 – Sylvia Medina, Letter of Interest	Page 12
Attachment 9 – Sylvia Medina, Resume	Page 13

**BOARD ACTION**

I move to approve the appointments of Bart Davis and Scott Crane and the reappointments of Terry Butikofer, Michael Clark, and Sylvia Medina to the Eastern Idaho Technical College Advisory Council for a term beginning January 1, 2012, and ending December 31, 2014.

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

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DISTRICT 33  
BONNEVILLE COUNTY  
  
HOME ADDRESS  
2638 BELLIN CIRCLE  
IDAHO FALLS, IDAHO 83402  
[www.senatorbartdavis.com](http://www.senatorbartdavis.com)



OFFICE ADDRESS  
STATE CAPITOL  
P.O. BOX 83720  
BOISE, IDAHO 83720-0081  
(208) 332-1300  
FAX: (208) 334-2320

**Idaho State Senate**  
**SENATOR BART M. DAVIS**  
MAJORITY LEADER

September 26, 2011

Via Email to:  
[Jacque.larsen@my.eitc.edu](mailto:Jacque.larsen@my.eitc.edu)

Eastern Idaho Technical College  
Advisory Board  
Attn: Chairman

RE: Letter of Intent

Dear Chairman:

Please accept this letter as my written expression of interest to serve on the Eastern Idaho Technical College Advisory Board.

Attached hereto is my narrative resume. I certainly can provide a more detailed resume if you desire.

Sincerely yours,

A handwritten signature in blue ink, appearing to read "Bart M. Davis", written over the typed name.

BART M. DAVIS

BMD:tc  
Enclosure

[WWW.STATE.ID.US/LEGISLAT/LEGISLAT.HTML](http://WWW.STATE.ID.US/LEGISLAT/LEGISLAT.HTML)

## **BART M. DAVIS**

Bart M. Davis was born in South Dakota in 1955, but raised in Idaho. He has been married to Marion Woffinden Davis since 1976, has six children, eleven grandchildren, and he enjoys golf. He is active in his church and Rotary Club. He is a Paul Harris Fellow.

Mr. Davis received a *B.A.* from Brigham Young University in 1978 and *J.D.* in 1980 from University of Idaho. He is admitted to practice before the Supreme Court of the State of Idaho, United States District Court, District of Idaho and District of Arizona, Ninth Circuit Court of Appeals, and United States Supreme Court. He was co-counsel on a tax case before the United States Supreme Court in 1990 (*Davis vs. United States of America*, 495 U.S. 472). He practices in the areas of construction, real property, business, and commercial law including bankruptcy.

Since 2001, Mr. Davis has been a commissioner to the National Conference of Commissioners on Uniform State Laws (NCCUSL). He serves on the *Committee on Relations with other Organizations* and *Committee on Federalism and State Law*.

In 1998 Senator Davis was elected to the Idaho State Senate. Currently, he is the Idaho Senate Majority Leader, a member of Legislative Council, and a board member of the Idaho Bond Bank Authority. He chaired several interim committees, including Guardianship/Conservatorship and Task Force to Study Campaign Financing for Judicial Elections. He previously served Idaho's Governors as a member of the Family Farm Security Task Force, the Safety in Public Schools Task Force, and he chaired the Eastern Idaho State Park Search Committee. He also served on Idaho's Abraham Lincoln Bicentennial Commission and the Capitol Restoration Advisory Committee on Legislative Relocation.

As a member of the Council of State Governments and CSG-WEST, Senator Davis' service includes: CSG past chair, CSG-West past chair, Governing Board & Executive Committees, Committee on Suggested State Legislation, International Committee, Futures Committee past chairman, Toll Fellows Selection Committee past chairman, and Legal Task Force (12 member "Federalism" national task force to determine *amicus curiae* participation before the US Supreme Court). In 1999 Senator Davis was awarded the *Toll Fellowship*.

Mr. Davis is active in the Idaho State Bar. He served the state bar and the Idaho Supreme Court as a member of the Guardianship/Conservatorship Committee and the Judicial Independence and Integrity Committee. He served the federal courts for six years as a Lawyer Representative to the Ninth Circuit Judicial Conference (including Conference Executive Committee), eleven years on the Bankruptcy Court Rules Committee (Recorder from 1998 to 2001), Chapter 13 Plan Subcommittee (Reporter), and Long Range Planning Committee. He was a founding board member and past chairman of the Commercial Law and Bankruptcy Section. He is also the chairman and member of the University of Idaho College of Law Advisory Council, Idaho Law Review Advisory Board, and the 2007 College of Law Conclave. Mr. Davis is a co-author of *Use of Legislative History: Willow Witching for Legislative Intent*, 43 University of Idaho College of Law Review 585 (2007).

Mr. Davis has been honored as a recipient of the Special Recognition for Extraordinary Contributions to the Improved Administration of Justice in Idaho, Idaho Judicial Conference 2010; Professor Boyd A. Martin Award, Idaho Association of Cities; Outstanding Republican Elected Official Award by Region VII, Idaho Republican Party; 2009 Legislator of the Year, Idaho State Republican Party; Leadership to Eastern Idaho Award, Idaho Falls Chamber of Commerce; Cesar Chavez/Dolores Huerta Farmworker Justice Award; Professionalism Award, Commercial Law & Bankruptcy Section, Idaho State Bar; and 2009 Leadership Award and 2004 Shooting Star Award, State Government Affairs Council. He was also

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honored to participate with the American Jewish Committee and the Council of State Governments on the Project Israel Interchange. Mr. Davis is a Trustee of the Museum of Idaho.

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Ms Larsen

Tuesday, March 15, 2011 8:42 AM

I have been ask if I would be interested in serving on the advisory council for the Eastern Idaho Technical College. The answer is yes. EITC is a wonderful institution that I believe provides an essential training for Eastern Idaho. If I can be of any service to the college I am willing to serve. I have attached my resume and if you have any questions please give me a call.

Dr. Scott L. Crane  
Superintendent of Schools  
Blackfoot School District No. 55  
270 East Bridge Street  
Blackfoot, 1D 83221  
Phone: 208-785-8800  
Fax: 208-785-8809  
Email: crans@d55.k12.id.us



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**DECEMBER 8, 2011**

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**Dr. Scott LeRoy Crane**

1620 Wagonwheel Drive  
Blackfoot, Idaho 83221  
(208) 785-7367  
crans@d55.k12.id.us

**EDUCATION**

B.A. History & Coaching, Brigham Young University, Provo, UT 1979  
Masters of Education, Idaho State University, Pocatello, ID 1984  
Educational Specialist, Idaho State University, Pocatello, ID 1991  
Doctor of Education: Educational Leadership, Idaho State University, Pocatello, ID 2006

**EXPERIENCE**

2007-Present	Blackfoot School District Blackfoot, Idaho <i>Superintendent of Schools</i>
1997-2007	Blackfoot School District Blackfoot, Idaho <i>Assistant Superintendent of Schools</i>
1996-97	Blackfoot School District Blackfoot, Idaho <i>Director of Business Operations and Secondary Education</i>
1994-1996	Blackfoot School District Blackfoot, Idaho <i>Principal, Mountain View Middle School</i>
1991-94	Blackfoot School District Blackfoot, Idaho <i>Assistant Principal, Blackfoot High School</i>
1985-91	Blackfoot School District Blackfoot, Idaho <i>Assistant Principal, Mountain View Middle School</i>
1979-85	Cassia County School District Burley, Idaho <i>Teacher and Coach</i>

**PROFESSIONAL MEMBERSHIPS**

Idaho Association of School Administrators  
Idaho School Superintendent Association  
American Association of School Administrators  
Idaho Association of School Business Officials  
Idaho Association of Secondary School Principals  
National Association of Secondary School Principals  
National Drop-Out Prevention Network  
National Middle School Association  
Blackfoot Administrator's Association  
-Vice President  
-President

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Phi Delta Kappa  
-Membership Committee  
Alliance for Invitational Education  
Blackfoot Chamber of Commerce  
-Education Committee Chair  
-Board of Directors

**AWARDS AND HONORS**

NASA Teacher in Space Program 1986  
Educator of the Month, Blackfoot School District, 1989  
Outstanding Young Men of America 1989  
Who's Who in American Education 1990  
Who's Who in Finance and Industry 1998  
Who's Who in American Education 1999  
Graduate Project Leadership 2000  
Registered School Business Administrator -International  
Association of School Business Officials 2002  
Sixth District Project Leadership Liaison 2000-present  
The Chancellor's List 2004-2005  
The National Scholars Honor Society 2007

**COMMUNITY SERVICE**

Blackfoot Chamber of Commerce  
Kiwanis  
Scout Unit Commissioner  
Scout Committee  
Scoutmaster  
PTA National Delegate  
PTA President Stalker Elementary School

**PUBLICATIONS**

"The Issue of Site-Based Management," Idaho Association of School Administrators, Perspectives. Fall, 1993, Vol. XI No 1.

"Transitions: Junior High to Middle School in Just Two Years," Idaho Association of School Administrators, Perspectives. Spring 1987, Vol. IV No.2.

"Job Satisfaction of Secondary School Principals, Master's Thesis, Idaho State University, 1984.

"A Study of Job Satisfaction of Idaho Public School Superintendents as Compared to Job Satisfaction of Public School Superintendents in Hunterdon and Somerset Counties, New Jersey. Doctorial Dissertation, Idaho State University, 2006.



**Terry L. Butikofer, Business Manager**  
**East-Central Idaho Planning and**  
**Development Association**  
**299 East 4<sup>th</sup> North, Rexburg, ID 83440**  
**Phone: (208) 356-4525, Ext. 311**  
**Fax: (208) 356-4544**  
**Cell: (208) 390-4946**  
**E-Mail: [terry.butikofer@ecipda.net](mailto:terry.butikofer@ecipda.net)**

Jacque Larsen  
Eastern Idaho Technical College  
1600 S. 25<sup>th</sup> E.  
Idaho Falls, Idaho 83404-5788

December 4, 2011

Dear Jacque,

I am interested in continuing my appointment to the Eastern Idaho Technical College's advisory board. I have enjoyed my association with others on the Council and with Eastern Idaho Technical College and feel that my membership has led to effective partnerships with the College. I look forward to continuing this relationship.

Thank you for your assistance in this matter.

Sincerely,

*Terry Butikofer*

Terry Butikofer,

**TERRY L. BUTIKOFER**

482 Partridge Lane  
Rexburg, Idaho 83440  
(208) 356-4946

**E-mail: [terry.butikofer@ecipda.net](mailto:terry.butikofer@ecipda.net)**






**PROFESSIONAL PROFILE**

Successful planner who works effectively with people from diverse professional backgrounds and orientation; skilled developer and manager of projects and programs; accustomed to seeing projects completed on time and on budget; known as an organizer that pays attention to detail and follows through with tasks; effective team player with strong work ethic and sense of loyalty; proficient communicator with excellent platform skills; qualified computer user with working knowledge of networking, the Internet, electronic spreadsheets, word processing, data-base packages, and accounting software. I have worked with the Eastern Idaho Technical College for the past 26 years in various workforce development activities.

**PROFESSIONAL EXPERIENCE AND SKILLS**

The Development Company - Rexburg, Idaho

1985 - Present




-  Have worked with Cities and Counties to help conduct public facility studies, and develop public facility projects, benefiting communities in East-Central Idaho.
-  Have obtained and administered private and federal funding for numerous area Cities and Counties to assist in the funding of water and sewer projects, street projects, fire stations, community centers, senior citizen centers, and district health centers.
-  Have developed and implemented effective workforce development activities in the nine county area of East-Central Idaho. Have coordinated local workforce development efforts as part of the State's Workforce Development efforts including rapid response to business closures and lay-offs.
-  Vice Chairman of Eastern Idaho Technical College's advisory council.
-  Currently working as a loan officer in the loan department to assist small businesses grow and expand throughout the region.

TERRY L. BUTIKOFER  
Page 2

ComputerLand Corporation - Hayward, California

1984 -1985

*Training Coordinator / Trainer*

-  Coordinated all corporate training classes for franchise owners and store managers.
-  Developed training materials for use in franchise owner and store manager training.
-  Trained and facilitated small groups from diverse professional backgrounds in various areas including; the use of computer hardware and software, and small business management.

## EDUCATION AND TRAINING

Rapport Leadership Institute  
Atlanta, Georgia  
Leadership Breakthrough I

Grantsmanship Center  
Boise, Idaho  
Graduate, Program Planning and Proposal Writing

Idaho State University  
Idaho Falls, Idaho  
Graduate Studies: Emphasis Corporate Training

Brigham Young University  
Provo, Utah  
B.A., Training and Human Resource Development: August, 1984

**CONSENT  
DECEMBER 8, 2011**

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24 October, 2011

Mr. Frank Just, Chairman  
Eastern Idaho Technical College Advisory Council  
1600 South 25<sup>th</sup> East  
Idaho Falls, ID 83404

Dear Chairman Just

In response to your inquiry regarding completion of the term of my membership on the Eastern Idaho Technical College advisory Council, I would submit my interest and willingness to continue to serve the college for another term if acceptable to you and the State Board of Education.

If you need additional information or clarification, please let me know.

Sincerely

Michael L. Clark, PE

Michael L. Clark  
268 N 4100 E  
Rigby, ID 83442  
Home (208) 745-6747  
Work (208) 526-0831, (208) 521-7019

**CONSENT**  
**DECEMBER 8, 2011**

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Advisory Committee  
EITC  
1600 S. 25 E  
Idaho Falls, ID 83405-5788

I am writing this letter to the EITC Advisory Board to provide my continued interest in supporting the board since my term is expiring. I would like to advise the board that I have a number of commitments, including extensive travel that at times prohibits me from being physically at the board meetings. If this is a problem I probably cannot continue serving on the board. However, if the board sees fit to allow me to continue despite this issue, I would be more than happy to continue in my capacity. I feel that in the time I have been on the board I have not provided the support I needed to in order to be of value. I would commit to making efforts to provide my input to help the EITC in expanding its vision and continuing in its success.

Thank you very much, sincerely

Sylvia Medina

**SYLVIA M. MEDINA**

*President and CEO, North Wind, Inc.*



**EDUCATION**

M.S., Waste Management (Chemical Engineering),  
University of Idaho, 1993  
B.S., Environmental Engineering, New Mexico Tech, 1988  
B.S., Biology, New Mexico Tech, 1986

**BIOGRAPHICAL INFORMATION**

Ms. Medina is founder and president of North Wind, Inc., an Alaska Native Corporation (ANC) owned by Cook Inlet Region Incorporated (CIRI). Incorporated in 1997, North Wind has grown to an award-winning business comprised of more than 300 engineers, scientists, construction personnel, and other professionals who provide a broad range of environmental and engineering services. Headquartered in Idaho Falls, Idaho, North Wind maintains 13 offices nationwide and will generate over \$100M in revenue in 2011.

Ms. Medina is also President of North Wind Group, an ANC holding company and North Wind Remediation Services, LLC, a company that has been incorporated to manage jointly with Weston Solutions, a Navy Contract out of the Mid-West Region.

Ms. Medina serves on the Board of Directors for several organizations, including:

- Women Impacting Public Policy (WIPP), Washington, DC
- Grow Idaho Falls
- Idaho Falls Symphony
- Idaho State University Foundation
- Snake River Animal Shelter, LLC (President)
- Green Kids Inc. (President)
- Holy Rosary Parish School

**SUMMARY OF QUALIFICATIONS**

Ms. Medina has 23 years of environmental engineering experience with an emphasis in waste management and environmental cleanup. She is a leader in the environmental management, engineering, construction, scientific consulting, and information technology industries and is responsible for building North Wind into an industry-respected corporation that provides full-service, turnkey support to a variety of public and private customers. Her primary responsibilities include customer relations, quality assurance/quality control, health and safety, executive personnel management, business development, strategic planning, and technical assistance.

**Sylvia Medina**

- ✓ President, CEO and founder, North Wind, Inc.
- ✓ President, North Wind Group
- ✓ President, North Wind Remediation Services
- ✓ Masters degree in waste management
- ✓ 23 years environmental engineering experience
- ✓ Board member, national and local organizations
- ✓ Winner of numerous awards
- ✓ Philanthropist



## **RELEVANT EXPERIENCE**

### ***Senior Environmental Engineer, North Wind, Inc., Idaho Falls***

Ms. Medina served as the primary project manager for the documentation, package, and shipping of all Environmental Restoration Legacy Waste streams from Idaho National Laboratory (INL). She designed and supervised cleanups involving organic contaminants, metallic contaminants, and radionuclides. She also performed site characterizations, Phase I Environmental Site Assessments, and NEPA documentation. She has assisted in wetlands surveys, preparation of Corrective Action Plans for petroleum contaminated sites (including RBCA), prepared waste management/waste minimization plans, sampling and analysis plans, Field Team Leader, D&D activities, closure plans, health and safety plans, spill contingency plans, prepared procedures, RD/RA & RI/FS documentation; SAR development, as well as developing environmental compliance programs for site facilities. Ms. Medina has implemented numerous environmental regulations for various federal government agency sites, such as DOE, DOD, DOT, and the BIA. She has experience in RCRA, CERCLA, SARA Title III, and other applicable regulations.

Ms. Medina's experience as an environmental engineer includes the following:

- Ms. Medina prepared NEPA related documents for the Idaho Transportation Department (ITD) as it related to the removal and replacement of a bridge over the Snake River. This included preparation of a Biological Assessment, an environmental evaluation, and related ITD forms, as well as coordinating with other government agencies.
- Ms. Medina acted as the OU 7-10 Stage I and II Environmental Coordinator for Environmental Restoration. This included ARARs evaluation, FSP and DQO document support preparation, DOE and Region X/State interaction, Waste Management, Stormwater inspector and coordinator of the SWPPP.
- Ms. Medina also prepared two Corrective Action Plans for petroleum-contaminated sites in Idaho. This included evaluating data, developing remediation strategies, assistance in installing an SVE/air sparging system and using Idaho RBCA Guidance Manual.
- Managed documentation, package, and shipping of all Environmental Restoration Legacy Waste streams at the INL.
- Supervised the design and implementation of environmental monitoring programs (involving organic, metals, and radionuclides contamination) for a variety of facilities in southeastern Idaho.
- Performed site characterizations, Phase I Environmental Site Assessments, NEPA documentation, wetlands surveys, and Corrective Action Plans for petroleum contaminated sites (including RBCA) for numerous Federal and private customers throughout the country.
- Prepared Sampling and Analysis Plans, site Closure Plans, Health and Safety Plans, Spill Contingency Plans, Standard Operating Procedures, Remedial Design/Remedial Action Work Plans, Remedial Investigation/Feasibility Study (RI/FS) documentation, and Waste Management/Waste Minimization plans.
- Developed environmental compliance programs for a variety of DOD and DOE facilities.
- Implemented numerous environmental regulations for government sites including DOE, DOD, DOT, and the BIA.
- Experience in RCRA, CERCLA, SARA Title III, and other applicable environmental regulations.
- Experience creating and implementing training programs for hazardous waste identification, waste disposal coordination, and waste management.
- Assisted the National Transuranic Program Office in the evaluations of various generator sites throughout the country for their respective TRU programs. Assisted in the development of the

**CONSENT  
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preliminary safety analysis report for a waste retrieval and processing system as part of the INL Pit 9 Interim Action.

- Prepared specific chapters, including hazardous materials and radioactive protection, decontamination and decommissioning, procedures and training, and emergency preparedness for the Nevada Test Site.
- Prepared and implemented the sampling and analysis plan for the Pantex Firing Site 5 Interim Corrective Measures related to depleted uranium contamination. Coordinated field sampling activities and acted as field team leader for data collection. Assisted in soil removal actions for soils contaminated with depleted uranium.

***Senior Environmental Engineer, S. M. Stoller, Idaho Falls, ID***

Ms. Medina prepared a Closure Report for the Gay Mine Landfarm by Simplot/FMC located on the Shoshone-Bannock Reservation. The intent of this report was to prepare returning the leased land from the FMC Corporation and the J.R. Simplot Company to the Shoshone-Bannock Tribes.

Ms. Medina worked as a Task Manager at Amarillo, Texas at the Pantex DOE Plant for the Accelerated Cleanup Activities (ACA) for a number of High Explosive (HE) sites in 1998. This included supervising soil removal actions for radiologically/HE contaminated soils being shipped to Envirocare, supervising excavations to determine the extent of contamination, Decontamination & Decommissioning activities including tank removals and sizings of tanks used for process waters from contaminated plant operations, pumping and removal of contaminated liquids, and conducting sampling. Her additional responsibilities included interfacing with the Pantex ER Director and DOE to ensure the accelerated clean-up was being conducted in accordance with the work plan, making field decisions to determine if additional decontamination was required, and waste management.

Ms. Medina served as the Project Manager for over 100 waste streams and samples within a period of 7 months for Environmental Restoration legacy waste. This project included preparation, modification, and review of Sampling and Analysis Plans for legacy waste; implementation of Sampling and Analysis Plans, working with LMITCO Environmental Affairs in regulatory interpretations, preparation of hazardous waste determinations, design of final disposition for legacy waste; and disposition of the waste streams.

Ms. Medina provided technical assistance and served as Stoller Project Manager for V-Tank Waste Management. This included assisting WAG-10 in determining management of PCB contaminated radioactive wastes, assisting in the preparation of a compliance action report, evaluation of TSCA and RCRA regulations requirements, establishment of TAAs, sample returns, and management of residual wastes generated from past V-Tank sampling activities.

Ms. Medina assisted in the Cold Test Pit/Acid Pit Treatability Study activities at the INEEL. This task involved a number of activities including assistance in the preparation of TOSs for laboratory analysis of samples, preparing for sampling activities at the Cold Test Pit, and assistance in waste management for wastes generated from both activities.

Ms. Medina prepared NEPA documentation for the Snake River Bridge project removal and the Red Rocks Project in Pocatello, and Downetta, Idaho. This work was specifically to support the Department of Transportation. The projects involved conducting a Biological Assessment for the sites, which included a raptor survey, and other ecological evaluations based on the Threatened and Endangered Species list obtained from the U.S. Fish & Wildlife Service. Additionally, a wetlands delineation and mitigation plan were prepared. Other areas included completing and obtaining approval on an Army Corp 404 Permit Application as well as other DOT related forms.

Ms. Medina developed and implemented the Pit 9 Environmental compliance program. This encompassed developing over 10 procedures (and their implementation) for waste management, establishment of Satellite and Temporary Accumulation Areas, Environmental Training, spill prevention, QA/QC for waste management, construction waste management, sampling & analysis, used oil management, and

**CONSENT  
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management of RCRA Universal Wastes. She coordinated waste shipments, and conducted sitewide training in environmental compliance for incoming subcontractors. She responded and corrected audit findings.

Ms. Medina assisted the National Transuranic (TRU) Program Office in the evaluations of various generator sites throughout the country for their respective TRU programs. She assisted in the development of the Preliminary Safety Analysis Report (PSAR) for a waste retrieval and processing system as part of the INL Pit 9 Interim Action. Ms. Medina prepared specific chapters, including hazardous materials and radioactive protection, decontamination and decommissioning, procedures and training, emergency preparedness, and waste management and assisted in preparing the same chapters for the Nevada Test Site.

***Environmental Engineering Specialist, EG&G Idaho, Inc., Idaho Falls, ID***

Ms. Medina managed all environmental compliance issues for several waste management groups at INEEL, including the Test Area North Hot Shop, Process Experimental Pilot Plant, Radioactive Waste Management Complex, and Three Mile Island/Spent Fuels group. She implemented RCRA, SARA Title III, NESHAPs, and other applicable regulations. She performed site assessments for various INL facilities and established satellite and temporary accumulation areas for interim storage of hazardous and mixed wastes. Ms. Medina acted as the facility LLW coordinator for all wastes generated at the TAN Hot Shop. She trained facility personnel in the handling and disposal of hazardous wastes. She created materials and tested personnel to ensure understanding of the course material and acted as a waste generator interface in evaluating the waste characteristics for incoming waste to ensure it met the waste acceptance criteria and RCRA permit.

Ms. Medina prepared site investigations (Track 1 investigations) for INEEL sites to determine if the sites required additional characterization under CERCLA. Six of the sites were determined to be no-action sites, and one of the sites was lacking data necessary to make a determination.

Ms. Medina reviewed applicable or relevant and appropriate requirements (ARARs) for the TSF-07 Disposal Pond & Sump which underwent a RI/FS. She prepared an investigation-derived waste management plan for waste generated during CERCLA work activities for EG&G Idaho's Environmental Restoration group.

Ms. Medina assisted in preparation of a closure plan for the TAN Decontamination Shop located in the southern part of the TAN 607 complex. This included conducting a walkdown of the site, obtaining data from the sumps in the room, and assisting in a closure plan for this location.

Ms. Medina acted as a field team leader for a CERCLA remediation effort that included 2 areas at TAN, being the TSF-07 sump, and inlet basin both requiring decontamination activities. These cleanups were regulated under the Federal Facility Compliance Act. Contamination included Low-Level radiological, and heavy metal contamination. She developed the clean-up plan, prepared Safe Work, Radiological and Confined Space Permits, coordinated planning efforts, and supervised approximately 25 personnel removal and cleanup.

Ms. Medina supported EG&G Idaho's Waste Reduction Operations Complex by preparing qualitative waste verification procedures for hazardous wastes stored at the Hazardous Waste Storage Facility. She prepared a RCRA Part B waste analysis plan and a spill contingency plan for a treatment, storage, and disposal (TSD) unit. Ms. Medina assisted in implementation of the permit. She prepared procedures for the shipment of low-level mixed wastes to Westinghouse Idaho Nuclear Company and wrote sampling and analysis plans for mixed waste debris. She assisted with the preparation of a RCRA Part B Permit for the Test Area North Hot Shop at INEL.

Ms. Medina served as the field team leader for a site characterization at the U.S. Army Yuma Proving Grounds. The area is contaminated with depleted uranium, and a treatability study was prepared based on data results.

**CONSENT  
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Ms. Medina prepared a Wastewater Land Application Permit and coordinated hazardous, low-level, and mixed waste shipments. She prepared site work releases and sampling and analysis plans for in-house sampling procedures, initiated NEPA documentation, acted as the spill coordinator, and prepared waste minimization facility plans.

Ms. Medina worked with TAN Landlord personnel in disposing of unusable materials including unknowns. She coordinated interim waste management, and waste characterization for all materials. She worked with USPCI personnel in preparing lab packs and waste disposal.

***Environmental Engineer, EBASCO Environmental, Idaho Falls, ID***

Ms. Medina reviewed a permit to construct for the Idaho Chemical Processing Plant, which included reviewing the regulatory emission allowances for the Liquid Effluent Treatment and Disposal facility.

Ms. Medina collected field samples in support of a RCRA facility investigation at Portsmouth Diffusion Plant in Piketon, Ohio.

**WORK HISTORY**

2010–Present	North Wind Group, Idaho Falls, ID, <i>President</i>
1997–Present	North Wind, Inc., Idaho Falls, ID, <i>President</i>
1994–1998	S.M. Stoller Corporation, Idaho Falls, ID, <i>Senior Environmental Engineer</i>
1991–1994	EG&G Idaho, Inc., Idaho Falls, ID, <i>Environmental Engineering Specialist</i>
1991	EBASCO Environmental, Idaho Falls, ID, <i>Environmental Engineer</i>
1988–1991	EG&G Idaho, Inc., Idaho Falls, ID

**CONSENT**  
**DECEMBER 8, 2011**

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**BOISE STATE UNIVERSITY**

**SUBJECT**

Morrison Center Resolution

**REFERENCE**

August 1982	Board approved the initial resolution establishing the Morrison Center Board of Governors and relationship with the Harry W. Morrison Foundation and Boise State University
September 1985	Board amended the Morrison Center Resolution
April 1995	Board amended the Morrison Center Resolution
April 2010	Board amended the Morrison Center Resolution

**APPLICABLE STATUTE, RULE OR POLICY**

Idaho State Board of Education Governing Policies & Procedures, Sections I.E and II.B.

**BACKGROUND/DISCUSSION**

Boise State University (BSU) requests that the Board adopt a new resolution that governs the University relationship with the Morrison Center. Leadership from the Harry W. Morrison Family Foundation, the Morrison Center Endowment Fund and BSU have worked together to establish new parameters for their ongoing relationship and have agreed that a formal Board of Governors is no longer necessary.

**IMPACT**

This change will eliminate the need for a formal Morrison Center Board of Governors and allow the President of Boise State University the flexibility to appoint an advisory Board if needed to provide advice on the operation of the Morrison Center.

**ATTACHMENTS**

Attachment 1 - Morrison Center Resolution

Page 3

**STAFF COMMENTS AND RECOMMENDATIONS**

The University finds that with the increased collaboration between the various stakeholder groups involved in the Morrison Center operations, a formal Board of Governors is no longer necessary. The Board of Governors is composed of ten members: the President of Boise State University or designee; three at-large University members appointed by the President of the University; four at-large community members to be appointed by the Harry W. Morrison Family

**CONSENT**  
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Foundation; and the Executive Director of the Morrison Center and the designated representative of the Morrison Center Advisory Committee (as chosen by the Advisory Committee), both of whom would serve as ex-officio, non-voting members.

**BOARD ACTION**

I move to approve the new Morrison Center Resolution as presented and to authorize the President of Boise State University to sign on behalf of the State Board of Education.

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

**CONSENT  
DECEMBER 8, 2011**

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RESOLUTION

WHEREAS, the Harry W. Morrison Foundation, Inc. and the public are major benefactors of the Morrison Center located on the campus of Boise State University; and

WHEREAS, in discussions between officials of the Harry W. Morrison Foundation, Inc. and Boise State University concerning the feasibility of developing the Morrison Center on the campus of the University, it was agreed that if the Foundation and the public made substantial contributions to pay the constructions costs of the Morrison Center, private individuals and organizations should have the right to use, and to participate with the University in making decisions governing the operation of the Morrison Center; and

WHEREAS, the community and its cultural and art-related organizations have cooperated with the University community in supporting and financing the Morrison Center and in promoting the arts and related activities; and

WHEREAS, by a Resolution dated August 17, 1982; the Idaho State Board of Education established the Morrison Center Board of Governors, which was superseded and amended by Resolutions dated September, 1985, April, 1995 and May 2010; and

WHEREAS, the Idaho State Board of Education continues in it desire to recognize these contributions, and to facilitate participation by persons and organizations outside the public sector in the regulation and use of the Morrison Center.

NOW, THEREFORE, IT IS HEREBY RESOLVED that the prior Resolution is hereby superseded and amended as follows:

1. In order to promote cultural and intellectual activities for the benefit and enjoyment of all Idaho citizens, the use of the main performing auditorium of the Morrison Center and all other rooms and facilities used in conjunction with productions performed therein will be made available to persons and organizations from the community, subject to the general provisions set forth below.
2. The time allocated for the use by the public of that portion of the Morrison Center specified above, shall, as nearly as possible, be at least equal to the time allocated for use by Boise State University.
3. Recognizing that the Morrison Center must be operated as a self-supporting entity, fees for its use will be no less than cost as determined through generally accepted accounting principles, and will reflect the use of personnel, equipment, or facilities supported exclusively by Boise State University.
4. The President of Boise State University may, at the President's discretion, appoint an advisory board to advise the President and the Executive Director of the Morrison Center regarding best practices, policies or other operational items that further the mission of the Morrison Center provided that all recommendations of such board are subject to the approval of

**CONSENT**  
**DECEMBER 8, 2011**

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the President of Boise State University. The Executive Director of the Morrison Center shall be appointed by, and serve at the pleasure of, the President of Boise State University.

5. Every effort shall be made to allocate such time and space fairly to competing interests, recognizing that the overall objective and purpose of the Morrison Center is to serve as a cultural and intellectual center for all people in the state. Boise State University, Morrison Center Endowment Foundation, Inc., and the Harry W. Morrison Foundation, Inc., are hereby encouraged to cooperate in developing policies and events which will stimulate the use of the Morrison Center and brings its advantages to the maximum number of citizens of the State of Idaho.

Dated this \_\_\_\_ day of \_\_\_\_\_, 2011.

For IDAHO STATE BOARD OF EDUCATION

By \_\_\_\_\_



**PLANNING, POLICY AND GOVERNMENTAL AFFAIRS  
DECEMBER 8, 2011**

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<b>TAB</b>	<b>DESCRIPTION</b>	<b>ACTION</b>
1	<b>COLLEGE OF WESTERN IDAHO</b> Biannual Progress Report	Information Item
2	<b>BOISE STATE UNIVERSITY</b> Presidents' Council Report	Information Item
3	<b>IDAHO STATE HISTORICAL SOCIETY</b> History Day in Idaho	Information Item
4	<b>ACT UPDATE ON IDAHO CLASS OF 2011</b> College and Career Readiness	Information Item
5	<b>IDAHO'S 60% GOAL</b> Credential Production Scenario	Information Item
6	<b>J.A. &amp; KATHRYN ALBERTSON FOUNDATION</b> The Foundation's Go On Campaign	Information Item
7	<b>SBOE 2013-2017 STRATEGIC PLAN</b> Annual Review and Approval	Motion to Approve
8	<b>STATEWIDE LONGITUDINAL DATA SYSTEM</b> Grant Application	Motion to Approve

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**PLANNING, POLICY AND GOVERNMENTAL AFFAIRS  
DECEMBER 8, 2011**

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**COLLEGE OF WESTERN IDAHO**

**SUBJECT**

College of Western Idaho Biannual 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 the College of Western Idaho (CWI) to provide a progress report on the institution's strategic plan, details of implementation, status of goals and objectives and information on other points of interest in accordance with a schedule and format established by the Board's Executive Director.

President Glandon will provide a 15-minute overview of CWI's progress in carrying out the College's strategic plan.

**IMPACT**

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

**ATTACHMENTS**

Attachment 1 – CWI Progress Report

Page 3

**BOARD ACTION**

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

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# PLANNING, POLICY AND GOVERNMENTAL AFFAIRS

## DECEMBER 8, 2011



**PROGRESS REPORT**  
2011 Idaho State Board of Education Meeting

### Mission



*The College of Western Idaho is a public, open-access, and comprehensive community college committed to providing affordable access to quality teaching and learning opportunities to the residents of its service area in western Idaho.*

### Thriving Community College

Nearly 8,100 Credit Students Registered Fall 2011  
&  
12,000 Non-Credit Students Served in FY2011

Programs	Employees
– 52 credit	– Full-time (benefited):
– 100+ non-credit	– 195 staff, 122 faculty/instruction
Virtual classes	– Part-time (non-benefited):
– 196 credit	– 40 staff, 442 faculty/instruction
– 200+ non-credit	Locations
	– 7 CWI locations
	– 10+ off-campus

### Accreditation

#### NWCCU Visited October 5-7



**January 2010:** CWI's application for consideration for candidacy was accepted

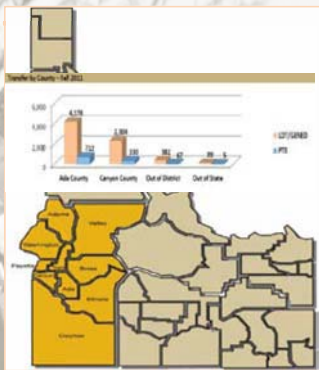
**Fall 2010:** CWI submitted self-study analysis requirement

**October 2011:** CWI's candidacy visit scheduled for October of 2011

Stage 1: Application for Consideration	Stage 2: Self-Study	Stage 3: Candidacy	Stage 4: Evaluation	Stage 5: Accreditation
Initial step towards accreditation. Approval requires recognition by the regional accrediting agency.	The most significant portion of the accreditation process – the self-study involves a comprehensive and analytical self-analysis.	Marked by an initial site visit by NWCCU – If successful, CWI will receive its candidacy status.	Progression period involving a thorough review of all relevant requirements and hosting NWCCU for a 2 <sup>nd</sup> visit.	Upon being granted initial accreditation status, CWI will join other accredited colleges in the continuous process of evaluation to maintain accreditation status with NWCCU.

### Service Area

Ada County  
Adams County  
Boise County  
Canyon County  
Elmore County\*  
Gem County  
Owyhee County\*  
Payette County  
Valley County  
Washington County



\* Portions of Elmore County and Owyhee County are included in Region 4 and served by the College of Southern Idaho

### Campus Locations



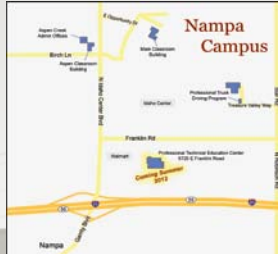
Canyon County Center    Nampa Campus    Ada County Campus

Oak Park Center    CWI @ Boise State University    Horticulture    Eagle River Center

# PLANNING, POLICY AND GOVERNMENTAL AFFAIRS

## DECEMBER 8, 2011

### Additions to Nampa Campus



- **Aspen Classroom Building**
  - 17,400 Square Feet
  - 7 General Classrooms, Computer Lab, Physical Education Room, Administrative Area, Student Study Areas
- **Professional Technical Education Center**
  - 176,000 Square Feet
  - 9 Professional Technical Programs, One Stop Student Services, Assessment, CWI Bookstore

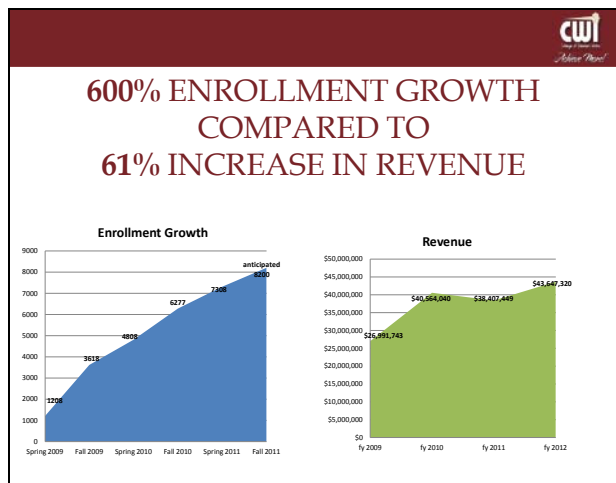
### New Eagle Center...

Business Partnerships/Workforce Development Expansion

- **Eagle River Center**
  - Approximately 7,930 Square Feet
  - Relocation of Some BP/WD Programs
  - One Stop Student Services, Administrative Space, and Conference Facilities

### Additional Potentials...

- **Three Campus Strategy with Satellite Locations**
  - Priority is Still to Grow Out Nampa Campus
  - Health Science - Meridian
  - High Tech - East Boise
- **New Location for Remaining Four Programs at BSU**



### The Need for Education

**7,000** Students Received Financial Aid

Grants, Scholarships and Student Loans **\$41 Million**

**40%** Aid Applicants At or Below Poverty Thresholds

Eligible for Pell Grants **76%**

### Challenges

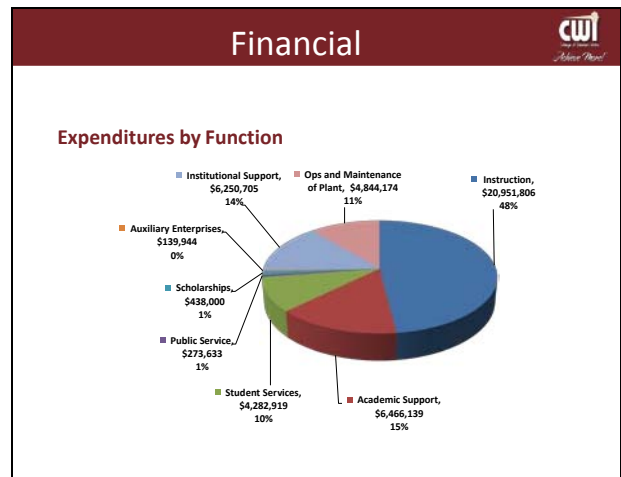
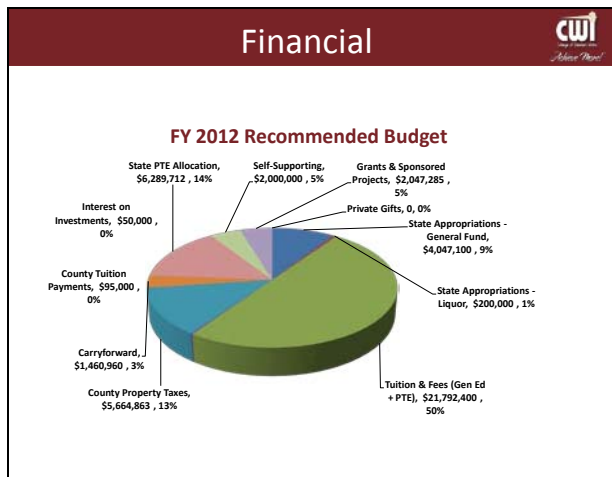
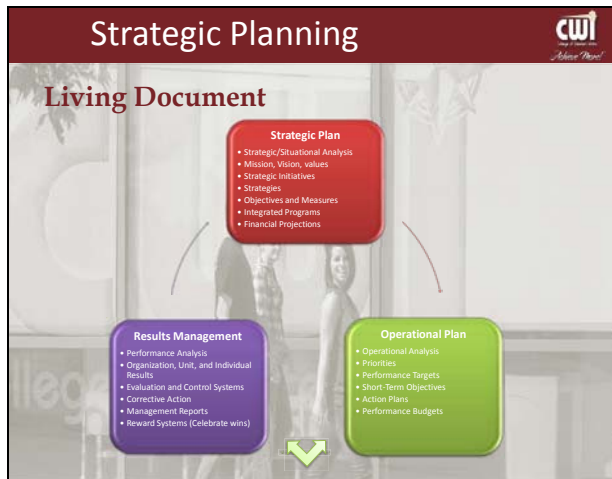
- Resources to Support Growth
- Keeping High-Level, Quality Programs
- Employee Retention
- Maintaining a Strong Culture and Communications
- Student Retention

# PLANNING, POLICY AND GOVERNMENTAL AFFAIRS

## DECEMBER 8, 2011

**Remaining Flexible...**

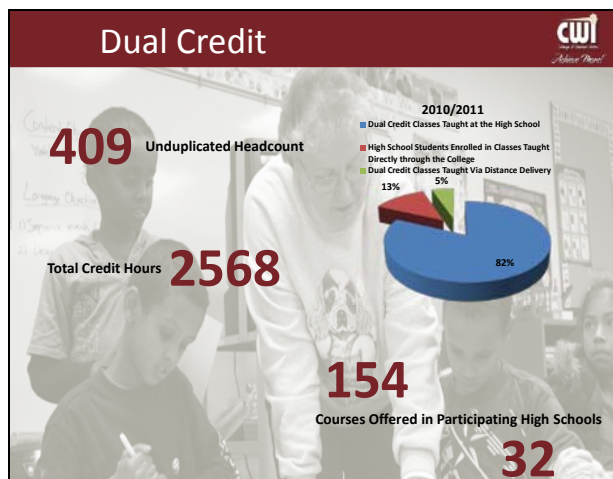
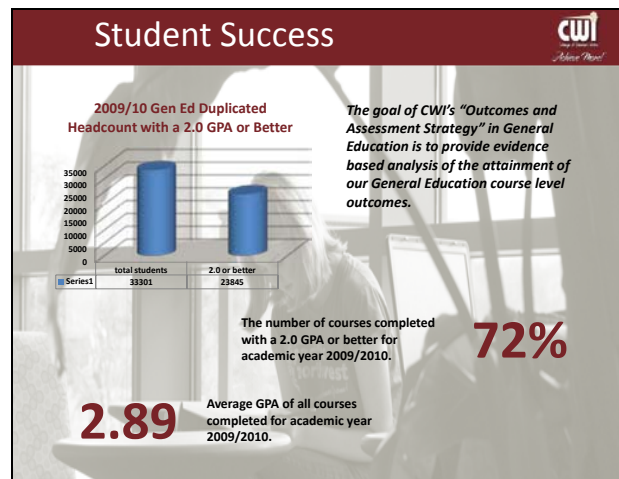
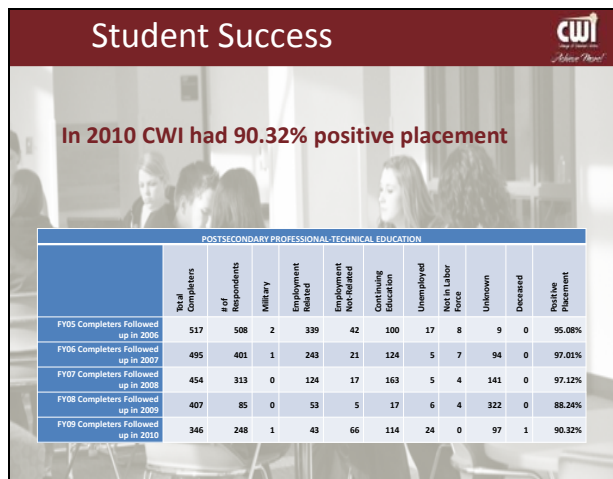
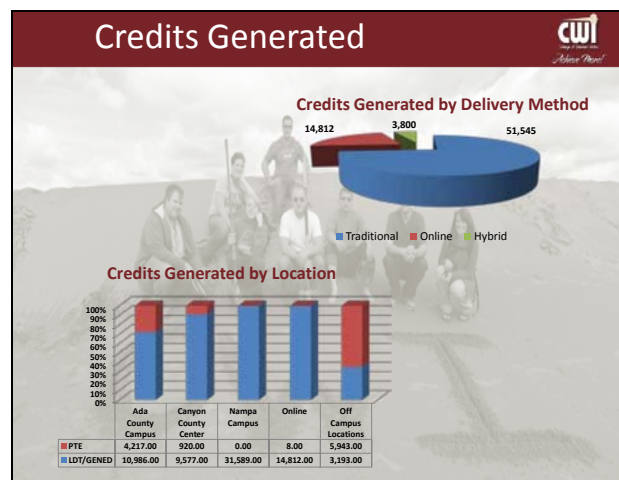
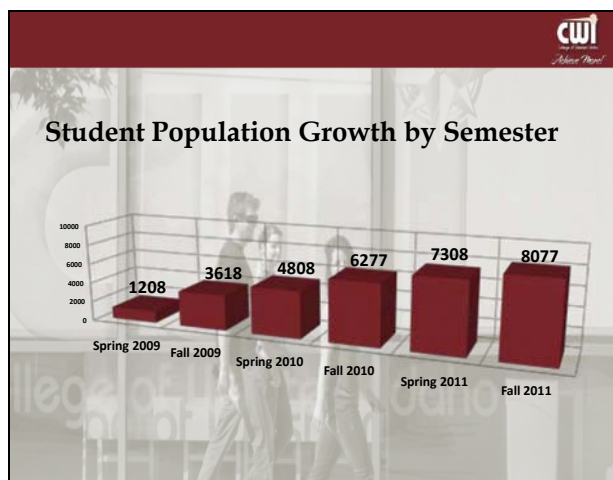
Stay committed to your decisions, but  
stay flexible in your approach. ~ Tony Robbins





# PLANNING, POLICY AND GOVERNMENTAL AFFAIRS

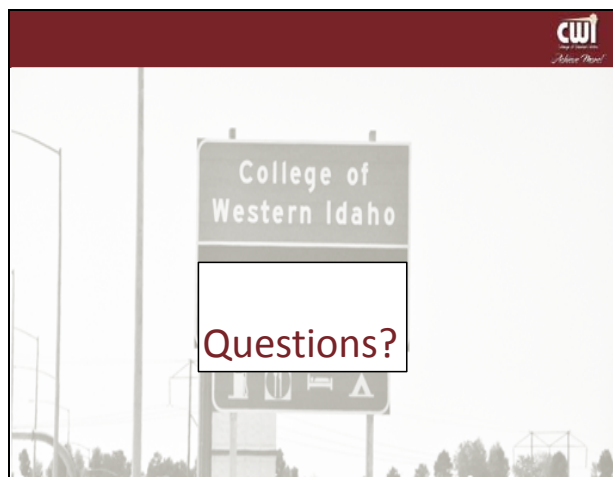
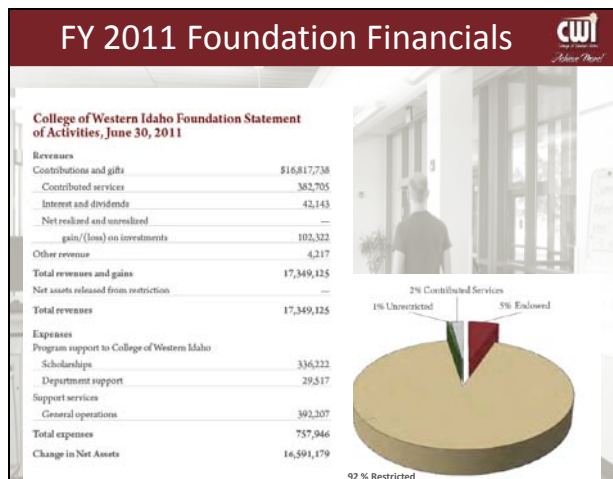
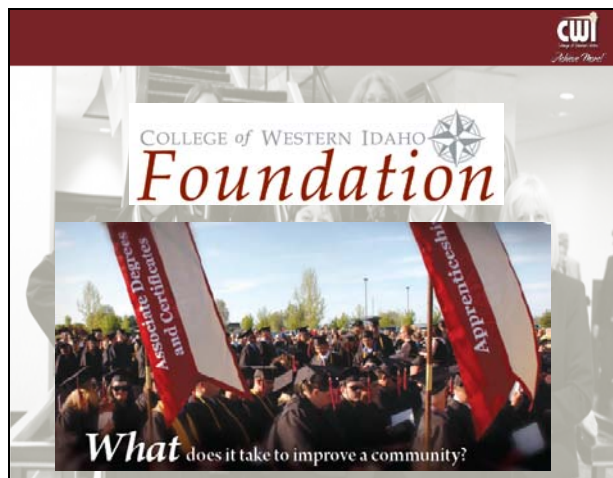
## DECEMBER 8, 2011





# PLANNING, POLICY AND GOVERNMENTAL AFFAIRS

## DECEMBER 8, 2011



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**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 Idaho Higher Education Presidents' Council last met on November 8, 2011. The following items were covered:

- Idaho Electronic Campus. Mike Rush led a discussion on the need to update how we disseminate information on current online offerings at Idaho college and universities. It was decided that it is best to simply link to the existing college/university sites where this information is provided.
- Tech Prep Fees. Ann Stephens led a discussion regarding tech prep fees. It was decided that consistency is needed. Ann will work with the OSBE staff to develop a proposal and provide a recommendation to the Board.
- Dual Credit Articulation. Bob Kustra informed the group that he heard concerns from the State Department of Education on the articulation of dual credits. Mike Rush thought the issue was dealt with and will follow up.
- Idaho Education Network. Mike Rush provided information to everyone on the hiring of an Executive Director for the Idaho Education Network and encouraged continued coordination with their efforts going forward.
- Mission Statements and Research Planning. Clarification was sought on the Board's intentions with these ongoing discussions and how the presidents can and should be involved. The staff will continue to work with the VPRs and Presidents and provide a template, through IRSA, so that it is clear what the Board is seeking.
- iGem and Legislative Planning. It was decided that the biomedical proposal, tied in with the iGem initiative, should be reviewed by each campus again to ensure it is updated before the legislative session. Also, there was a brief discussion over whether to hold a higher education legislative luncheon this year. The group will await feedback from government relations officials on each campus.

The next meeting is scheduled for February 2011.

**BOARD ACTION**

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

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**IDAHO STATE HISTORICAL SOCIETY**

**SUBJECT**

History Day in Idaho and results of a nationwide study of History Day that attests to its value in teaching essential historical literacy

**APPLICABLE STATUTE, RULE, OR POLICY**

Section 67-4126, Idaho Code State Historical Society

**BACKGROUND/DISCUSSION**

The Idaho State Historical Society (ISHS) intends to present highlights of the National History Day evaluation findings and present National History Day in Idaho information as follows: to promote History Day as a program to assist teachers in meeting their curriculum mandates through enhanced lesson-planning; as a way to fulfill the required senior project; and in a manner aligned with the State Board of Education's goal of increasing the level Idahoans with a postsecondary credential to 60% by 2020.

Dating back to 1986, History Day in Idaho has had a demonstrated impact and since 2000 has served over 1,000 students annually. The History Day evaluation finds that students who participate in National History Day know how to do college level research and that National History Day builds college preparedness, increasing awareness of the program's proven value offers Idaho's educators and administrators an enhanced tool in meeting a critical need for the state of Idaho and gives teachers a fun way of enhancing their curriculum to do so.

**ATTACHMENTS**

Attachment 1 – NHD Evaluation Executive Summary	Page 3
Attachment 2 – NHD Evaluation Full Report	Page 15
Attachment 3 – NHD in Idaho Brochure	Page 76

**STAFF COMMENTS AND RECOMMENDATIONS**

The Idaho State Historical Society provides valuable educational content and resources to Idaho public schools. The presentation and attached reports will provide information on the specific impact and importance of these programs.

**BOARD ACTION**

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

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# NATIONAL History Day WORKS

## National Program Evaluation Executive Summary

JANUARY 2011



# PLANNING, POLICY AND GOVERNMENTAL AFFAIRS

## DECEMBER 8, 2011

This evaluation and report were made possible with generous funding from Kenneth E. Behring.

This research was developed under a grant from the U. S. Department of Education. However, the contents do not necessarily represent the policy of the U. S. Department of Education, and you should not assume endorsement by the Federal Government.

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## NATIONAL HISTORY DAY

# TEACHES

critical thinking, writing and research skills, and  
boosts performance across all subjects

# Prepares

students for college, work and citizenship

# *Inspires*

students to do more than they ever thought they could

## INTRODUCTION

### Why Does History Education Matter?

The debate about American education continues to focus on what is wrong with our schools—on poor student achievement and reports of ineffective teachers—but where in the discussion is the demand for evidence about programs that are working?

National History Day is one of these programs. It is fostering outstanding achievement for students in all subject areas, not just history. It is shaping students into well-rounded, collaborative, independently motivated leaders who are prepared to lead. And it is doing it now, in 50 states around the country and beyond.

In the ongoing rhetoric and quest for education reform, the focus on global competitiveness lies at the heart of the debate. But the crucial role of the social sciences in American education has been marginalized. Subjects like English, history, civics and the arts play a central part in developing a well-rounded understanding of our contemporary global community—and the study of these topics develops the imperative 21st century skills that lie at the heart of individual future success and an American workforce equipped to compete in the global marketplace.

# PLANNING, POLICY AND GOVERNMENTAL AFFAIRS

## DECEMBER 8, 2011

Without history, without civics education, American students will not be prepared to build upon the foundations of the past to continue to strengthen the democracy and economy of the future. Without the college- and career-ready skills of collaboration, research, writing and entrepreneurial thinking that come from the study of history and civics, students will not be prepared to handle impending—and complicated—global challenges.

The need to demonstrate the evidence-based, wide-ranging effectiveness of innovative, successful modes of teaching history is at a pivotal point. According to the most recent federal study of American students' academic ability in history, the 2006 National Assessment of Educational Progress (NAEP), also known as the "nation's report card," approximately half—47 percent—of U.S. 12th graders are performing at a "basic" level in history. And a little more than one in 10 high school seniors—13 percent—perform at a "proficient" level in the subject matter.<sup>1</sup>

Against this backdrop, the National History Day history education organization identified the need for an evaluation of the program to prove its effectiveness and validate what its leaders have known anecdotally for years: The historical-research training, skills and experience of the program transform young people into scholars. And further, the innovative instruction from National History Day is linked to academic success and skills development across ALL subjects, not just history. It is not a program only for students who are gifted academically, but for all students—and all teachers.

As we look toward the future, creating the educators and system that will carry the next generation further into the new millennium, we cannot afford to leave history education behind.

### ABOUT NATIONAL HISTORY DAY

Founded in 1974 on the campus of Case Western Reserve University in Cleveland, National History Day (NHD) is a nationwide curriculum program and competition with a community-based approach that includes students, teachers, parents, historical societies and museums. Housed at the University of Maryland, it is the only program of its kind that involves middle and high school students in an immersive, innovative learning program about U.S. and global history—and that works with state and federal education standards for history and language arts. Teachers incorporate the NHD curriculum into their classrooms or offer the program as an extracurricular activity.

Annually, more than 600,000 middle and high school students participate in NHD by creating presentations that bring primary-source research to life through table-top exhibits, documentaries, live performances, Web sites and research papers. Participating students and teachers represent all 50 states, the District of Columbia, Guam, American Samoa, and Department of Defense and International Schools abroad. The program is supported locally with "affiliate coordinators" at the state level who represent local historical societies and museums—a true partnership between historians and historical societies, educators and students. Students work together with teachers and local historical societies and museums

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<sup>1</sup> Lee, Jihyun and Andrew R. Weiss. The Nation's Report Card: U.S. History 2006. Washington, D.C.: U.S. Department of Education Institute of Education Sciences.

on yearlong history projects, culminating in local and state contests—and a final national competition, the Kenneth E. Behring National History Day Contest, held each June in College Park, Md.

## **RESEARCH OVERVIEW & METHODOLOGY IN BRIEF**

With funding from Kenneth E. Behring and the U.S. Department of Education, NHD commissioned an independent research organization, Rockman et al, to develop and implement a research plan to explore the impact of the program; additional research promotion funding was provided by an anonymous challenge grant, HISTORY™, David and Janis Larson Foundation, H.F. “Gerry” Lenfest, Albert H. Small, Southwest Airlines and National History Day Board of Trustees, Staff, Judges & Affiliate Coordinators.

### **Research Design**

During the 2009-2010 school year, researchers from Rockman et al examined students’ skills and knowledge across a range of measures: The research examined students’ academic performance on state standardized tests, not only in history or social studies, but also in other subjects where students’ skills might transfer. The study also included performance assessments, to see whether students could apply the research, writing and critical thinking skills developed through NHD participation—skills that track closely with the 21st century skills identified by educators and business leaders as the skills students need to enter college and the workplace fully prepared. Surveys asked students to rate their confidence in these skills and their interest in past and current events.

To conduct the research, Rockman recruited “study sites” from around the country; criteria included geographic representation, diversity in the student population and inclusion of under-represented minorities, and sufficient history with NHD to allow researchers to look at student performance over time. The four final sites included:

- Aldine Unified School District (Houston, Texas)
- Paterson School District (Paterson, New Jersey)
- Chesterfield County Schools (Cheraw and Chesterfield, South Carolina)
- A large urban/suburban district in Colorado<sup>2</sup>

In each site, researchers also recruited comparison classes, in the same subject and with similar demographics and academic level, to see how students who participated in National History Day compared with peers who did not participate in the program. The instruments and data collection for the study (described in detail in the full report) were designed to explore key questions about the impact of NHD participation. These key questions also frame the report:

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<sup>2</sup> The school district requested that study reports not identify it by name.

- What skills do students gain from NHD participation, and, compared with their peers, how successfully can they apply them?
- Does NHD have a positive effect on students' performance on high-stakes tests — not just in social studies but also in other academic subjects?
- How do NHD students' interests in history, and their perspective on past and current events, compare with their peers'?
- Does NHD have a positive impact on all students, and does impact build over time?

## **Demographics**

The final sample for the primary data (surveys and performance assessments) included 48 middle school students in Texas and Colorado (neither South Carolina nor New Jersey included middle schools), and 410 high school students from all four states, for a total student sample of 458 students, 274 of whom were NHD students, and 184 comparison-group students.

Compared with U.S. public school enrollment figures, representation of Black and Hispanic students was somewhat higher in the study sample than in the population as a whole—confirming that NHD achieved a study goal of oversampling under-represented populations—and the representation of white students, somewhat lower. The numbers of males and females were roughly equal.

More students—approximately 1,500—were included in the analysis of secondary data, or student scores on state standardized tests. For the analyses of each test in each state, researchers created samples matched by gender, ethnicity and prior performance.

## **Data Analysis**

For most survey and performance assessment items, researchers analyzed basic frequencies and descriptives, and ran cross-tabs to examine differences based on students' years of participation in NHD, gender, race or ethnicity, and site. Both the pre- and post-student surveys included identical sets of scaled items about students' 1) interest in historical periods, themes or issues; 2) confidence in research, writing and presentation skills; and 3) engagement in current events and issues. Researchers then compared pre-survey and post-survey responses from all NHD students (N=272) with those from all non-NHD students (N=183), looking at means for both groups, and conducting t-tests to examine between-group differences and calculate statistical significance.

Researchers also created composite interest, engagement and confidence mean scores for both sets of students, looking at differences between groups on both the pre- and post-surveys as well as pre- to post-changes, and running tests for significance. Using these three composite scores, they also looked at differences by state and by gender. The post-survey also included an item for NHD students about the perceived impact of NHD participation. Using regression analysis, researchers looked at the relationship between NHD students' perceptions of impact and their self-reported levels of interest, engagement and confidence.

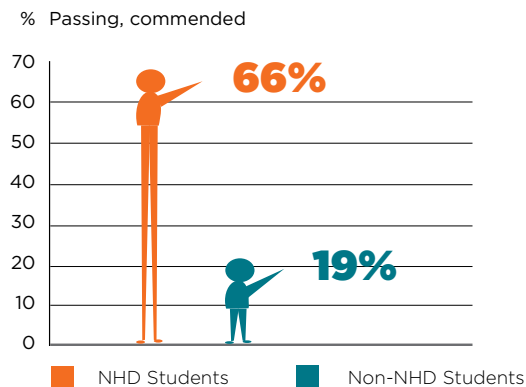
For the writing assessments, the research team developed a scoring rubric based on the NAEP persuasive essay rubric and the 6+1 Writing Traits rubric (see full report for details). Scorers were trained using the rubric and benchmark essays. Three researchers scored a sample of essays from each site, with site identifiers removed. At intervals during the scoring process, a second reader scored randomly sampled essays to ensure consistency and inter-rater reliability.

## KEY FINDINGS

***NHD students outperform their non-NHD peers on state standardized tests in multiple subjects, including reading, science and math, as well as social studies.***

For example, in Texas, NHD students outperformed their non-NHD peers on TAKS tests in reading, science, math, and social studies. During four years of performance (2006-2010), NHD students scored more than twice as well on TAKS tests as non-NHD students. An average of nearly two thirds of NHD students had commended performance each year, compared to an average of 19 percent of non-NHD students (see Chart A).

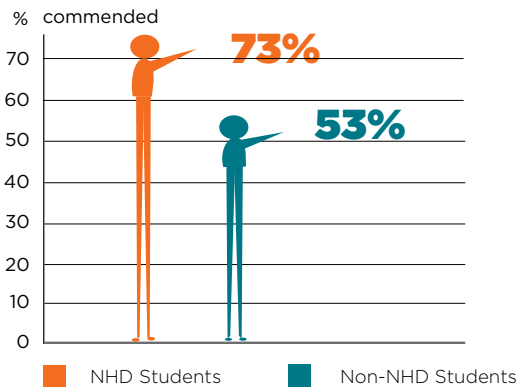
Chart A: TAKS Test Performance—Texas



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**DECEMBER 8, 2011**

In 2008–2009, 87 percent of the NHD students achieved commended performance on the social studies assessment, compared with 37 percent of the comparison-group students; in 2009–2010, 73 percent of the NHD students received the highest rating, vs. 53 percent of the comparison-group students (see Chart B).

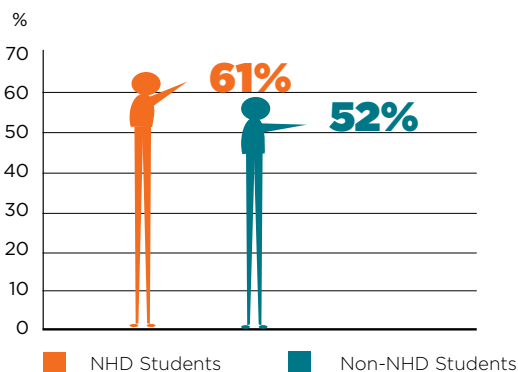
**Chart B: TAKS Commended Performance Rates, Social Studies—Texas**



***NHD students in South Carolina outperformed their non-NHD peers on English and history assessments.***

In the South Carolina school where students continued NHD participation from 8th grade to 9th grade and beyond, NHD high school students led their school district with a 61 percent passing rate in English 1—9 percentage points above a comparison site (see Chart C).

**Chart C: Passing Rates for English I—South Carolina**

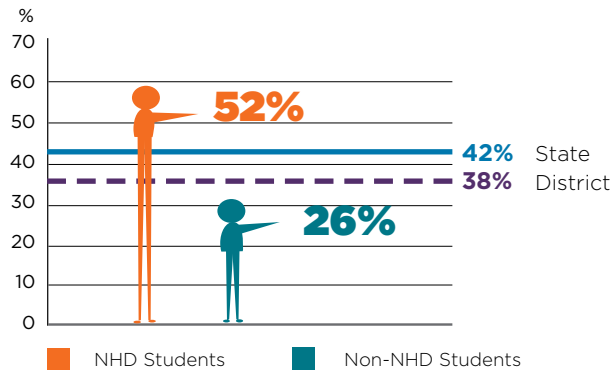


# PLANNING, POLICY AND GOVERNMENTAL AFFAIRS

## DECEMBER 8, 2011

On the 2008-2009 South Carolina U.S. History and the Constitution end-of-course test, the NHD high school led the district with a 52 percent passing rate—26 percentage points above the other (non-NHD) high school in the district, 14 points above the district rate, and 9 points above the state rate (see Chart D).

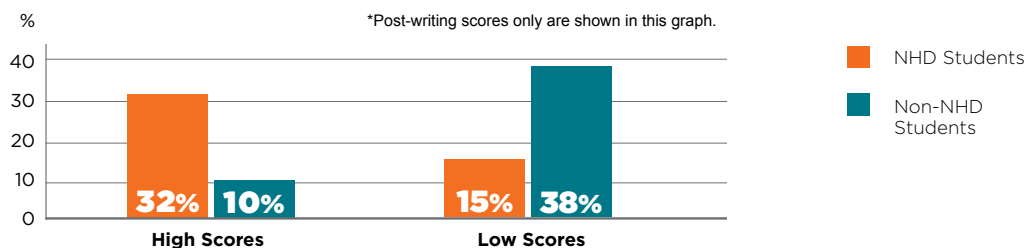
**Chart D: U.S. History & the Constitution End-of-Course Exam, Passing Rates—South Carolina**



***NHD students are better writers—they write with a purpose and real voice, and they marshal solid evidence to support their points of view. NHD students had more exemplary writing scores and fewer low scores than comparison students.***

Overall, NHD students outscored comparison-group students on both pre- and post-writing assessments, receiving more exemplary scores (5s or 6s) on a 6-point scale (see Chart E).

**Chart E: Writing Scores\***



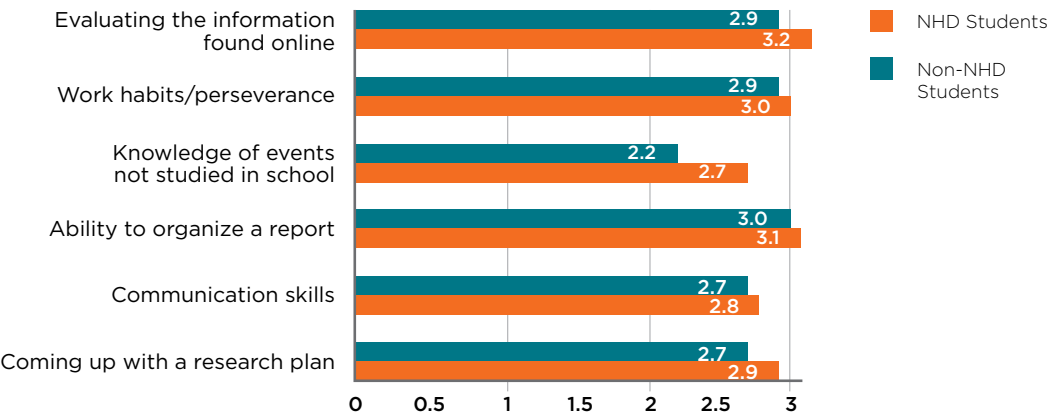
***NHD has a positive impact among students whose interests in academic subjects may wane in high school.***

- Among Black and Hispanic students, NHD students outperform non-NHD students, posting higher performance assessment scores and levels of interest and skills.
- Compared with non-NHD boys and with all girls, boys participating in NHD reported significantly higher levels of interest in history, civic engagement, and confidence in research skills, on both pre- and post-surveys.

***NHD students learn 21st century college- and career-ready skills. They learn to collaborate with team members, talk to experts, manage their time and persevere.***

When asked about their confidence in a variety of career- and college-ready skills, NHD students have an edge over their peers. NHD students consistently express more confidence than students who do not participate in NHD, in research skills, public speaking, the ability to organize a report, knowledge of current events, work habits, evaluating sources, and writing skills (see Chart F).

**Chart F: Confidence Ratings on College- and Career-Ready Skills**  
Out of a 4-point scale



***NHD students are critical thinkers who can digest, analyze and synthesize information.***

- Performance assessments show that NHD students were 18 percentage points better overall than their peers at interpreting historical information—an average of 79 percent correct vs. 61 percent correct.



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### For More Information

The full report—including detailed methodology and research instruments—can be found on the National History Day website: [www.nhd.org/nhdworks](http://www.nhd.org/nhdworks), or follow the organization on Facebook ([www.Facebook.com/NationalHistoryDay](http://www.Facebook.com/NationalHistoryDay)), Twitter ([@nationalhistory](https://twitter.com/nationalhistory)), and YouTube ([www.YouTube.com/NationalHistory](http://www.YouTube.com/NationalHistory)).

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DECEMBER 8, 2011**

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National Council for the  
Social Studies

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# NATIONAL History Day WORKS

## Findings from the National Program Evaluation

JANUARY 2011



# PLANNING, POLICY AND GOVERNMENTAL AFFAIRS

## DECEMBER 8, 2011

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PPGA

TAB 3 Page 16

# NATIONAL History Day Works

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Findings from the National Program Evaluation

November 2010

Kay Sloan  
Saul Rockman

**Rockman et al**  
Independent · Insightful · Informative

***This evaluation report was made possible  
with generous funding from Kenneth E. Behring.***

This research was developed under a grant from the Department of Education. However, those contents do not necessarily represent the policy of the Department of Education, and you should not assume endorsement by the Federal Government.



## **Acknowledgements**

Many people who make National History Day a rewarding experience for thousands of students also made this study possible. We especially wish to thank Cathy Gorn, Ann Claunch, and Lynn Fontana, for inviting us to undertake this study and guiding our work each step of the way. We also wish to thank the NHD state and site coordinators, Becky Butz, Steve Cure, Mary Catherine Marshal, Nancy Norris-Bauer, and Margaret Wrenn, who paved the way for us to gather data in the four study sites, and our other key site contacts, Ann Carlock, Gail Ingram, and Deborah Johnson, who helped us find comparison classes, schedule meetings, administer surveys, assemble assessment data—and see the depth and range of History Day implementations. Many thanks also go to the teachers and students who took part in surveys and interviews, shared their stories, and helped us understand how much heart and hard work go into a National History Day project. Finally, we want to express our gratitude to Kenneth E. Behring, for his support of this study and the National History Day program.

We also thank Candy Miller for her skill in analyzing the extensive data collected for the study, and Katie White Walters and Justin Robertson for their help in conducting the study and compiling the report.

Kay Sloan  
Saul Rockman





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## **Introduction**

In 2006 the National History Day organization asked Rockman et al to develop a research plan to explore the impact of the program, which, over three decades, had grown from a small day-long contest, first held in Cleveland, Ohio, in 1974, to a national program attracting more than half a million students annually from every state in the union, Washington, D.C., American Samoa, Guam, international schools, and Department of Defense schools in Europe. District and state contests still take place on a single day, but the Kenneth E. Behring national contest, held in June at the University of Maryland in College Park, now lasts almost a week.

During that time, students in grades 6-12 who have risen through the ranks of district and state contests present papers, exhibits, performances, documentaries, and websites to a panel of judges. Students select topics based on personal interests and an annual theme, which changes each year. The 2010 theme, "Innovation in History: Impact and Change," inspired presentations on everything from Galileo to nylon hose to *Sesame Street*. The range was evident even among students from the four states participating in this study: "From Bayous to Beachheads" about Higgins boats, used in the Normandy landing (Texas); "Paterson: Industry Began Here!" about America's earliest manufacturing, powered by the falls of the Passaic River (New Jersey); "The Blues Had a Baby and They Called It Rock and Roll: Leonard Chess and the Integration of Pop" (Colorado); and "MASH: An Innovation in Battlefield Medicine" (South Carolina).

When not rehearsing or presenting their work, students, families, and teachers meet with Congressional representatives, tour the National Archives and other landmarks in the nation's capital, talk to *HISTORY* interviewers, get to know other contestants, and, new for 2010, follow a live NHD Twitter feed. As the NHD organization says, "It's not just a day, it's an experience."

Even students who do not enter or make it through the contests put in many hours on their NHD projects. In groups or individually, most work throughout the school year, during and after school, gathering primary and secondary sources from school and university libraries, archives, museums, oral history interviews, and historic sites, refining their topic, defining its historical context and significance—and mustering the skills and confidence for juried contests. Calling the experience "history year" would not be far off.

As NHD has grown so have the numbers of testimonials from students, teachers, and parents crediting the program with helping students develop vital research, critical thinking, and communication skills. Praise and gratitude come not just from school-age participants, but also from NHD alumni who have gone on to careers in media, marketing, law, medicine, education, and other fields where, they say, skills and knowledge acquired through NHD have served them well.

What was absent from the rich store of testimonials was independently gathered empirical data—the hard, evidentiary proof about program effectiveness that school administrators need to select course offerings and allot staff and funds. As budgets shrink and accountability pressures rise, they more and more need answers to critical questions: does NHD affect students' performance on high-stakes tests? What specific skills do students gain? Who benefits from participation? Does NHD help teachers meet standards?

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To explore those questions, Rockman designed a study to examine students' performance on state standardized assessments, looking not just at social studies but also at other academic subjects where students' skills might transfer. The study also included performance assessments designed to measure students' ability to apply the research, writing, and critical thinking skills developed through NHD participation—skills that track closely with the 21<sup>st</sup> Century skills identified by educators and business leaders as the skills students need to enter college and the workplace fully prepared.

The national discourse about what young people should learn in school also includes conversations about the need to impart knowledge about the history and culture we share. A recent report from Common Core, entitled “Still at Risk: What Students Don't Know, Even Now,” indicates that too many students can't name the German Chancellor during World War II or place the Civil War in the correct half-century—a lack that may put not just students and the workforce, but also the nation at risk. The new Common Core Standards, launched by the National Governors Association and Council of Chief State Schools Officers, emphasize, among other skills, the importance of content knowledge and include historical documents in suggested reading.<sup>2</sup> NHD is at its core a history project, and, in addition to looking at students' performance on statewide social studies assessments, the NHD study included survey questions designed to gauge students' interest in past and current events and their understanding of historical context and narrative.

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<sup>1</sup> Frederick M. Hess, “Still at Risk: What Students Don't Know, even Now: A Report from Common Core” (Washington, D.C.: Common Core, 2008), 7-9.

<sup>2</sup> The Common Core standards and background information on their development are available at <http://www.corestandards.org/>.

# Research

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## RESEARCH DESIGN

### Recruitment and Study Sites

In Fall 2008, with funding from NHD and Kenneth E. Behring, Rockman began recruiting sites for the study. Our criteria included geographic representation, diversity in the student population and inclusion of underrepresented minorities, sufficient history with NHD to allow researchers to look at student performance over time, and implementations that reflected fidelity to national program requirements. Participation in the study also required instructional time at the beginning and end of the school year, the cooperation of the district assessment offices in providing assessment and other institutional data, and a data system robust enough for local staff to retrieve data electronically or without undue effort.

Delays in recruiting and securing permission to conduct the research led to a postponement of the full study until the 2009-2010 school year—but also, fortuitously, allowed us to test instruments and plans in a Spring 2009 pilot in the Aldine Independent School District in Houston, Texas. Interviews with the Aldine social studies coordinator and middle and high school teachers gave us valuable background information. Data from over 2,000 high school students, and from matched comparison groups of around 200 NHD and non-NHD students, showed that NHD participants were outperforming their peers on multiple measures and indicated that upward trends in performance were linked to multiple years of participation.

The 2009-2010 research took a closer look at these gains and trends among Texas students, and expanded the study to three other school districts that provided urban, suburban, and rural settings, and the range we sought in implementation and student populations (see pp. 11-12, below for student demographics). The four sites participating in the national evaluation were:

- **Aldine Unified School District**, Houston, Texas. AUSD is a large, diverse urban district north of Houston that enrolls some 60,000 students in 70 schools. Eighty percent of those students are considered disadvantaged. For its efforts to meet students' needs, Aldine has been a nominee and winner of the Broad prize, which honors districts serving high-need urban populations and reducing achievement gaps. Aldine also has a long history with NHD, and is known around the state as a formidable competitor—a status recognized locally by the fact that students can letter in NHD. The program is implemented in middle and high schools, in regular education and gifted classes, in social studies and media classes, and in International Baccalaureate "Theory of Knowledge" classes.
- **Paterson School District**, Paterson, New Jersey. Also an urban site, the Paterson school district is the third largest school district in New Jersey, with an enrollment of 24,000 students in 52 schools. The student population is highly diverse, and includes students of Hispanic, African-American, Middle Eastern, Asian, and Caucasian descent. Nearly 50 percent of all students in Paterson speak a primary language other than English, with a total of 37 languages

spoken in district schools. Though the Paterson schools face challenges stemming from budget cuts and economic downturns, they have strong NHD programs for students at multiple grade levels, their teachers have won state NHD awards, and they routinely send students to the national contest.

- **Chesterfield County Schools**, Cheraw and Chesterfield, South Carolina. The Chesterfield County Schools, in the north central part of the state, include 16 schools and a total enrollment of 8,000 students, 57 percent of whom are eligible for free or reduced lunch. In 2009, this small, rural district led the state in student performance on the new end-of-course test in U.S. History. At Cheraw High School, ninth graders in Honors World History participate in NHD as a class requirement; most also participated in eighth grade, where NHD was mandatory for all students until 2009-2010. NHD students compete at state contests and many continue, often successfully, at the national finals, in what their teacher calls the “academic Olympics.”
- **A large urban/suburban district in Colorado.**<sup>3</sup> The fourth site, the study’s western state site, enrolls a diverse population of 78,000 students in 161 schools. In addition to implementing the program in regular education classes, the district includes NHD in its school of the arts curriculum and as part of its International Baccalaureate program in European History. Like other sites, the site includes teachers who have a long history with NHD, and a long list of students who have won awards at state and national contests, including students who have repeatedly won awards for their documentary, multimedia films and for their group and individual dramatic performances.

## **Instruments and Data Collection**

The instruments and data collection for the study, described in detail below, were designed to explore key questions about the impact of NHD participation, which also frame the report:

- What skills do students gain from NHD participation, and, compared to their peers, how successfully can they apply them?
- Does NHD have a positive effect on students’ performance on high-stakes tests —not just in social studies but also in other academic subjects?
- How do NHD students’ interests in history, and their perspective on past and current events, compare to their peers’?
- Does NHD have a positive impact on all students, and does impact build over time?

**Performance Assessments.** The existing anecdotal evidence, along with student and teacher focus groups and surveys of NHD students and alumni, both conducted in preparation for this study, pointed to a set of research and critical thinking skills that students develop through participation. To see how well students could apply these skills in other contexts, and how NHD students compared to non-participating counterparts, we developed performance assessments with multiple-choice and short-answer questions that asked students to identify primary sources, explain

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<sup>3</sup> The school district requested that study reports not identify it by name.

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how they would select and evaluate sources, and interpret or draw conclusions from historical information.<sup>4</sup> Short-answer questions were based on reviews of state social studies assessments, NAEP history assessments, reviews of the literature, and consultations with history teachers; some items were taken directly from publicly available NAEP items, and from the Texas Assessment of Knowledge and Skills (TAKS).<sup>5</sup> Permission to use the TAKS items came from TAKS and Pearson Publishing.

The assessments also asked students to interpret historical images or political cartoons, and write an essay arguing for or against an issue (pre-test) or explaining their position on an issue depicted in a cartoon (post-test). Most images or cartoons were in the public domain; Rockman secured appropriate permissions to use those from more recent sources.

Political or editorial cartoons often portray or provoke some controversy, and the biggest challenge in developing assessments was finding images or cartoons that were accessible and recognizable, but not so controversial as to elicit inappropriate responses. More interested in gauging students' critical thinking skills than specific historical knowledge, and mindful of the fact that students' shared knowledge might be limited, we searched for familiar figures and events. Interestingly, images initially considered to be good candidates ran the risk of eliciting inappropriate responses when those images began appearing on August 2009 town-hall protest signs. One cartoon under consideration, for example, entitled "Filling Station," showed Hitler filling up the heads of young men.<sup>6</sup> In our pilot, students pointed out that students who had seen signs portraying the president as Hitler or accused of brainwashing might reference that knowledge in their responses. While in a regular classroom that could create a teachable moment, we did not want to tap into negative opinions that might affect performance or scoring or create difficulties for participating teachers.

The final fall, pre-assessments included, for middle schoolers, a painting depicting the first Thanksgiving in rich detail. Citing those details to support their interpretations, students were asked to choose among different statements about the artist's message: Did the painting show, for example, that the Pilgrims couldn't have survived without the Native Americans, that Native Americans were starving until the Pilgrims arrived, or that the Pilgrims welcomed Native Americans to their bountiful feast. High school students were asked to explain the symbols and actions in two cartoons about women's suffrage: one showed a donkey and elephant intent on fishing and ignoring a drowning female—until she was holding a fish labeled "vote"; another showed both a donkey and elephant vying for female attention.<sup>7</sup> For the spring, post-assessment, the cartoons were the same for middle and high school students, and we combined the interpretation of editorial cartoons with the writing assessment.

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<sup>4</sup> R. J. Marzano, D. Pickering, and J. McTighe, *Assessing Student Outcomes: Performance Assessment Using the Dimensions of Learning Model* (Alexandria, VA: (Association for Supervision and Curriculum Development, 1993), 123.

<sup>5</sup> See, for NAEP, <http://nces.ed.gov/nationsreportcard/about/booklets.asp>; for TAKS, [http://www.tea.state.tx.us/index3.aspx?id=3839&menu\\_id=793](http://www.tea.state.tx.us/index3.aspx?id=3839&menu_id=793).

<sup>6</sup> The Hitler cartoon, from the British Cartoon archive housed at the University of Kent, is available at: [http://www.cartoons.ac.uk/browse/cartoon\\_item/anytext=world%20war%20ii?subjects\\_text\[\]=World%20War%201939-1945&personalities\\_text\[\]=Hitler;%20Adolf%20\(1889-1945\)%20\[Hit\]&page=138](http://www.cartoons.ac.uk/browse/cartoon_item/anytext=world%20war%20ii?subjects_text[]=World%20War%201939-1945&personalities_text[]=Hitler;%20Adolf%20(1889-1945)%20[Hit]&page=138).

<sup>7</sup> *The First Thanksgiving 1621*, by J.L.G. Ferris, came from the Library of Congress, <http://www.loc.gov/teachers/classroommaterials>.

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The writing topics came from existing assessments and consultation with teachers. Again the goal was not so much to test students' historical knowledge as to gauge their ability to frame, support, and sustain an argument—skills they might gain through or need for history classes and projects. To ensure that students could complete the writing assessment in the time allotted (one class period), we chose topics on which students would likely have an opinion, and gave students choices. Options on the fall or pre-assessment were whether or not the legal driving age should be raised to eighteen, or whether U.S. History or World History should be taught in eighth grade.<sup>8</sup> The spring assessment included three editorial cartoons about the impact of technology: one depicted cavemen decrying the use of fire as the end of civilization; a second showed a character whose absorption in cyberspace drew his attention away from everyday activities; in the third cartoon, a solitary young person tried to make friends through social networking while real friends stood outside the door. Students had to describe what all three cartoons depicted, but could opt to write about a single cartoon or all three in their essays. Scoring rubrics for the writing were based on nationally available and widely used rubrics. (See p. 22 for further discussion of the rubric and scoring, and Appendix B, p. 53, for the rubric used for both the pre- and post-test of writing.)

**Achievement, Demographic, and Behavioral Data.** Rockman reviewed annual standardized assessments administered in each state, then submitted data requests to each site for students' scores on appropriate assessments. We asked for current and historical data (2009-2010 and two-three years prior) for all students, in all grades in which students participate in NHD. In South Carolina, we also requested assessment data for students from the middle school where, until this year, NHD was mandatory for all 8th graders, and from a comparable middle school in the same district.

We also requested GPA's, grades, end-of-course assessment scores; and other institutional data such as attendance rates, suspensions or behavioral referrals, and graduation rates. These data allowed Rockman to draw a profile of each district, select comparison groups that as closely as possible matched the NHD group on demographics and prior achievement, and track the academic performance of students over multiple assessments and multiple years. (See Appendix A, pp. 51-52, for a sample data request.)

Because states do not administer the same standardized tests, and courses and grading policies are locally determined, the findings about NHD's impact on students' academic performance are reported by site, and not in aggregate, or across states. Although we requested data from national assessments, such as Advanced Placement (AP), International Baccalaureate, and the National Assessment of Educational Progress (NAEP), and report some findings about NHD students' performance compared to that of other students in their school district, we were not able to conduct meaningful analyses across sites, either because sample sizes were too small, sites did not archive scores, or, in the case of NAEP, tests were not administered with enough regularity. (See pp. 28-29 for further discussion of state assessments.)

**Student Surveys.** Surveys included items tested during background and pilot research activities. In addition to demographic and background information, surveys asked students about their interest in

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<sup>8</sup> Cartoons about women's suffrage, from the Oppen Project, are available at <http://hti.osu.edu/opper>.



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history and history classes; their confidence in research, communication, and study skills; and the impact of NHD participation (NHD-only). Although dispositions may develop in more gradual and subtle ways, NHD can also help create an informed, engaged citizenry. To see how NHD students' interest in current as well as past events and their sense of civic responsibility and engagement differed from their peers', we also included, in the survey, items adapted from existing national surveys designed to gauge these perceptions.<sup>9</sup> Items focused on the extent to which students seek out online and other news sources to stay informed, whether they engage in discussions about local or national issues, and whether they feel they have the power and responsibility to make a difference.

**Teacher Surveys.** We asked NHD and non-NHD teachers about the courses they teach and the frequency with which students in those classes engage in long-term projects requiring research. We also asked NHD teachers about their experience with and role in the program, and their perceptions of the program's impact on students—including students with unexpected engagement and success in the program.

**Interview Protocols.** Interview questions for NHD teachers and students were based on previous focus group questions, survey responses, and NHD activities unique to each site. Student questions focused on students' reasons for participating, the topics and projects they chose, and the skills they gained from researching topics, working in groups, presenting before real audiences, and fielding judges' questions. Questions for teachers mirrored these items; researchers also gathered additional information on teachers' history with the NHD program, classroom and school implementations, and perceptions of students' experiences.

The NHD organization reviewed the surveys, which were piloted in spring 2009. NHD, history teachers, and a state coordinator reviewed the performance assessments. Rockman conducted a pilot of the assessments with 25 high school students and their teacher, during which students completed the assessments, then provided feedback on readability, clarity, and appropriateness; the teacher timed students, documented comments, and shared her own feedback.

The evaluation team collected performance assessment and survey data from NHD and comparison-group students twice during the 2009-2010 school year, once in fall 2009 and again in spring 2010. Researchers visited each site in spring 2010, and teachers completed post-only surveys. All instruments were made available on paper and online. Rockman submitted requests for standardized test data, grades and GPAs, and other institutional data early in the second semester of the school year, and reviewed requests with district research and assessment personnel during site visits. Rockman received human subjects approval for the study from an independent institutional review board, and, in the case of the Colorado district, also received approval from the district's board.

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<sup>9</sup> Items adapted from the Tufts National Survey of Civic Participation, available at <http://activecitizen.tufts.edu/downloads/questionnaire.pdf>; and the UC-Berkeley Service-Learning Research and Development Center's survey of civic responsibility, available at [http://www.peecworks.org/PEEC/PEEC\\_Inst/0038CEB0-007EA7AB.1/furcosurvey%20civicrespons.pdf](http://www.peecworks.org/PEEC/PEEC_Inst/0038CEB0-007EA7AB.1/furcosurvey%20civicrespons.pdf).

*All instruments are available upon request.*

## **Comparison Groups, Sample Sizes, and Demographics**

The study design called for comparison groups, to enable researchers to determine how NHD students' academic performance, applied skills, and interests differed from their peers'. For the primary data—the surveys and performance assessments—we requested, wherever possible, an internal comparison group of students with similar ability levels, in a similar class within the same school. To ensure that we were making fair comparisons, we also asked that teachers in comparison-group classes engage students in project-based learning that resembled the kind and level of work required of NHD students. Where there were no comparable classes within a school, we used the same criteria, but looked to other schools in the same district with a demographic profile similar to the NHD school, and with social studies teachers whose projects required research, writing, long-term assignments, and self-directed learning.

In most cases, comparison-group samples far exceeded our sample of NHD students. Rather than comparing NHD students to all other students, and running the risk of comparing apples to oranges or privileging a certain kind of student, we created matched comparison samples, based on a beginning test score; these varied somewhat depending on state assessments, but were typically language arts scores. We then selected a specific number of students based on how they fell within each percentile rank on the assessment, while ensuring that the comparison group had an equivalent number of students based on ethnicity and gender.

Although we started with data from close to 7,000 students, the final matched samples for secondary data included approximately 1,500 students. The final sample for the primary data (surveys and performance assessments) included 48 middle school students in Texas and Colorado (neither South Carolina nor New Jersey included middle schools), and 410 high school students, for a total student sample of 458 students, 274 of whom were NHD students, and 184, comparison-group students. (See Table 1.)

Because of some attrition, either on the part of students who, during the school year, opted out of NHD, or by teachers whose schedules or school obligations left too little time for NHD, our numbers for students completing surveys and performance assessments are lower than expected, but large enough to conduct various analyses. This is especially true of the writing assessment, which could typically involve a smaller sample of students. Numbers varied somewhat by instrument and pre- and post- responses; tables, figures, and discussions include N's of NHD and comparison-group students.

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**Table 1. Numbers of Middle and High School Respondents, Surveys and Performance Assessments**

Site	Middle School			High School		
	NHD	Comparison	TOTAL	NHD	Comparison	TOTAL
Pre-	35	28	63	281	278	559
Post-	50	26	76	184	251	435
Both	33	15	48	241	169	410
TOTAL for Surveys and Performance Assessments (48 + 410)						458

### Demographics for Primary Data (Surveys and Performance Assessments)<sup>10</sup>

School breakdowns by gender were fairly similar and mirrored district figures in Texas and South Carolina. In New Jersey, there were more males than females in the NHD group, and more females in the comparison group. In Colorado, males outnumbered females in both groups. (See Table 2.)

**Table 2. Breakdowns by Gender, by Site, Surveys and Performance Assessments**

Site	NHD	Comparison
TX (N=170)		
Male	57%	55%
Female	44%	45%
SC (N=132)		
Male	59%	51%
Female	41%	49%
NJ (N=59)		
Male	58%	39%
Female	42%	62%
CO (N=93)		
Male	73%	63%
Female	27%	37%

Source: Student Surveys

Ethnic distribution in some cases mirrored district and state distributions. In Texas, there were higher percentages of Asian students in the study than in the district or state; percentages of White students in the NHD population were more similar to state than district numbers; comparison group percentages reflected district-wide percentages. In New Jersey, there were more NHD Asian students than in the comparison group, district, or state; the representation of Black students in the NHD group was closer to state percentages; in the comparison group, representation was closer to district figures. In Colorado, percentages of White students in NHD and comparison groups was similar to state figures, but higher than district figures; percentages of Hispanic students was lower in NHD and comparison groups than in the district or state. (See Table 3; 449 of the 458 students answered the race/ethnicity question.)

<sup>10</sup> The demographics reported here are based on student survey responses from NHD and non-NHD students. We can assume that the demographics for the secondary data are very similar because, in creating comparison groups, we matched based on ethnicity and gender as well as prior achievement.

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Compared to U.S. public school enrollment figures, representation of Black and Hispanic students was somewhat higher in the study sample than in the population as a whole—confirming that we achieved a study goal of oversampling under-represented populations—and the representation of White students, somewhat lower. (See Table 4.)

**Table 3. Ethnicity by Site, Surveys and Performance Assessments**

	Comparison	NHD	District	State
Texas (N=165)				
American Indian/Alaska Native	3%	3%	<1%	<1%
Asian/Pacific Islander	12%	12%	2%	3%
Black/African-American	29%	23%	31%	14%
Hispanic/Latino(a)	55%	56%	64%	47%
White/Caucasian	7%	20%	4%	35%
Other	4%	1%		
South Carolina (N=132)				
American Indian/Alaska Native	3%	0%	1%	<1%
Asian/Pacific Islander	2%	1%	1%	
Black/African-American	27%	32%	39%	39%
Hispanic/Latino(a)	2%	3%	3%	5%
White/Caucasian	73%	55%	55%	53%
Other	2%	7%	2%	
New Jersey (N=59)				
American Indian/Alaska Native	0%	0%	<1%	<1%
Asian/Pacific Islander	9%	23%	4%	8%
Black/African-American	39%	15%	41%	17%
Hispanic/Latino(a)	49%	50%	53%	19%
White/Caucasian	3%	4%	4%	55%
Other	15%	8%		
Colorado (N=93)				
American Indian/Alaska Native	0%	1%	1%	1%
Asian/ Pacific Islander	0%	6%	4%	3%
Black/African-American	32%	17%	16%	6%
Hispanic/Latino(a)	9%	15%	54%	28%
White/Caucasian	55%	64%	25%	61%
Other	15%	8%		

Source: Student surveys and district and state departments of education websites

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**Table 4. Ethnic Distribution Compared to U.S. Public Elementary and Secondary School Enrollment**

	<b>Comparison</b>	<b>NHD</b>	<b>U.S.</b>
American Indian/Alaska Native	2%	1%	1%
Asian/ Pacific Islander	<1%	<1%	5%
Black/African-American	30%	23%	17%
Hispanic/Latino(a)	31%	30%	21%
White/Caucasian	34%	39%	56%
Other	2%	5%	

Source: National Center for Educational Statistics<sup>11</sup>

## **DATA ANALYSIS AND SCORING**

We used varied methods to analyze the school data received for NHD and comparison-group students. First, we used descriptive and frequency analysis to look at grades, discipline referrals, and attendance data, where available, and performance on state standardized tests based on performance level in various subjects, typically social studies, language arts, math, and science. In addition, we used paired sample and independent t-tests of means to examine year-to-year change and differences between groups. ANOVA and regression analysis was also used to look at differences in test scores based on student demographic variables, such as gender, ethnicity, gifted status, free or reduced lunch status, and number of years of participation in the program.

For most survey and performance assessment items, we analyzed basic frequencies and descriptives and ran cross-tabs to examine differences based on students' years of participation in NHD, gender, race or ethnicity, and site. Both the pre- and post- student surveys included identical sets of scaled items about students' 1) interest in historical periods, themes, or issues; 2) confidence in research, writing, and presentation skills; and 3) engagement in current events and issues. We compared pre-survey and post-survey responses from all NHD students (N=272) to those from all non-NHD students (N=183), looking at means for both groups, and conducting t-tests to examine between-group differences and calculate statistical significance.

We also created composite interest, engagement, and confidence mean scores for both sets of students, looking at differences between groups on both the pre- and post- surveys as well as pre- to post- changes, and running tests for significance. Using these three composite scores, we also looked at differences by state and by gender. The post-survey also included an item for NHD students about the perceived impact of NHD participation. Using regression analysis, we looked at the relationship between NHD students' perceptions of impact and their self-reported levels of interest, engagement, and confidence.

In analyzing open-ended responses, we looked through all responses for recurrent themes. We then selected what seemed to be representative responses, then pulled every tenth response to see how those compared. We reviewed interview transcripts for more in-depth analyses and quotes.

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<sup>11</sup> See [http://nces.ed.gov/programs/digest/d09/tables/dt09\\_041.asp](http://nces.ed.gov/programs/digest/d09/tables/dt09_041.asp).

For the writing assessments, we developed a scoring rubric based on the NAEP persuasive essay rubric and the 6+1 Writing Traits rubric. (See p. 21 for rubric citations.) Scorers were trained using the rubric and benchmark essays. Three researchers scored a sample of essays from each site, with site identifiers removed. At intervals during the scoring process, a second reader scored randomly sampled essays to ensure consistency and inter-rater reliability.

## **PARAMETERS OF THE STUDY**

The attrition noted above and non-responses reduced the power and effect sizes for the study to a certain degree. They could also have introduced some selection bias, because NHD may attract a certain kind of student and requires sustained hard work. Middle school participation in the study was low, in part because two sites did not include middle schools, and a third was not able to recruit a comparison middle school. We also lacked a comparison high school in one site.

Students are also exposed to NHD to different degrees: some schools and teachers make NHD the main focus of a special class, some incorporate the program into an existing class, some conduct an after-school program, and some do a combination of these. While the variety in implementation makes NHD a richer program, and gives teachers and schools more latitude, it makes it very difficult to control the treatment in a research study.

We have tried to offset imbalances, biases, or implementation differences with multiple instruments, triangulation, and confirmations of findings in both primary and secondary data. We have taken sample sizes into account when conducting tests for significance, and where possible also included more middle and comparison group students in the analysis of secondary data. Discussions of findings indicate numbers of students included in each analysis, and where possible describe other factors that might account for differences.

This study cast a wide net to explore the impact of NHD and compare participants to their peers. We mined results from a variety of state tests; assessed research, writing, and other skills students might acquire through participation; and gathered data on students' interest in past and current events and their perceptions of civic engagement. So broad a study could not examine NHD's impact on specific student populations or link impact to specific classroom implementations. The Conclusions and Recommendations section (see pp. 48-50) outlines further, more controlled studies that could investigate impact, in context, in detail, and over time.

# Key Findings

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## APPLIED SKILLS

(Data sources: Performance Assessments<sup>12</sup>, N=458; focus groups and interviews, N=75)

- **NHD students already know how to do college-level research.** Performance assessments showed that NHD students' ability to find, evaluate, and use information exceeds their peers'. By a margin of 2 to 1, NHD students correctly identified primary sources. Differences between middle-school students were smaller, but still evident.

NHD students understand the value of multiple sources and know to look beyond basic sources listed by non-NHD students—books, newspapers, textbooks, and Wikipedia—to experts, personal contacts, museums, lecture notes, diaries, journals, films, first-person accounts, and biographies. NHD students also have a more sophisticated understanding of how to evaluate sources. They can tell a good source from a bad one. While peers suggested checking publication date or author, NHD students said they would check for a valid copyright and reputable publisher, look for .edu rather than .com sources, confirm authors' credibility by cross-checking other references, and look for corroboration across sources.

- **NHD students are critical thinkers who can digest, analyze, and synthesize information.** Performance assessments show that, overall, NHD students were significantly ( $p<.001$ ) better than their peers at interpreting historical information, with an average of 79 percent vs. 61 percent correct on all items combined. Analyses by site, gender, and ethnicity showed NHD students still outscoring peers. Both NHD males and NHD females outscored their non-NHD counterparts, and Black and Hispanic students, as well as White students, posted higher scores than peers who do not participate in NHD.

In interviews, NHD students said that reading challenging books and articles gave them the skills and confidence to tackle tough reading assignments in other subjects and synthesize large amounts of information. Students for whom English is a second language, and who are the first in their families to attend college, welcome the challenge of college reading assignments.

- NHD students are better writers, who write with a purpose and real voice, and marshal solid evidence to support their point of view. Even if they are not competing in essay contests, NHD

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<sup>12</sup> Students from all 4 sites (N=458) took the same performance assessments; these data were aggregated across sites and broken down by site, gender, ethnicity, and years of NHD participation.

students spend considerable time writing and revising—honing theses statements and exhibit information, crafting scripts for presentations and documentaries, composing process papers, and rehearsing for interviews with experts and sessions with judges.

Independent writing assessments show it pays off: NHD students outscored comparison-group students on both pre- and post-writing assessments, receiving more high scores (5's or 6's) on a 6-point scale, and fewer low scores. NHD essays had more sentence variety, richer vocabulary, a more authentic voice, and a more coherent and sustained argument.

Breakdowns by gender, ethnicity, state, and grade level still showed NHD students outperforming their peers.

## ACADEMIC PERFORMANCE

*(Data sources: student scores on state standardized tests and grades in social studies, language arts, math, and science.<sup>13</sup> N=1,500 for NHD students and matched comparison groups)*

- **NHD participation positively affects students' academic performance in social studies.** Student scores from different assessments in different states showed that NHD students often out-perform their peers. Four years of data from the Texas Assessment of Knowledge and Skills (TAKS) showed that NHD students scored consistently and significantly higher than non-NHD students on the social studies assessment. In 2008-2009, for example, twice as many NHD students as achieved commended performance (87 percent vs. 37 percent). NHD students' year-end grades in social studies were also consistently higher than comparison group students'. Differences were statistically significant ( $p < .001$ ).

On the 2008-09 South Carolina *U.S. History and the Constitution* end-of-course test, the NHD high school led the district with a 52 percent passing rate—26 percentage points above the other (non-NHD) high school in the district, 14 points above the district rate, and 9 points above the state rate. At the South Carolina middle school where NHD was required in eighth grade, eighth graders scored higher than students in the non-NHD middle school on the social studies segments of the 2008-2009 state *PASS* test, at statistically significant levels ( $p < .05$ ). Higher percentages of the NHD students (36 percent vs. 23 percent) received an Exemplary rating.

In Colorado, high school students participating in NHD and *International Baccalaureate (IB) History* had one of the highest test scores for all IB subjects offered at the school, with the average grade of 5.02 on a 7 scale, and scored above the worldwide IB History average of 4.1.

- **Evidence also suggests that skills students gain through NHD transfer to other academic subjects.** NHD students also often outperform their peers on standardized assessments in reading, science, and math. In 2006-07, 2007-08, 2008-09, and 2009-10, the

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<sup>13</sup> Because states have different standardized assessments, data analyses were conducted by state, by metric; data could not be aggregated across sites.



percentage of NHD students in the Texas study site who met the minimum, had commended performance, or passed the TAKS the first time was higher than comparison group students in reading comprehension, writing, mathematics, and science. Differences were statistically significant ( $p < .001$  level for commended performance in all subjects except writing, where  $p < .01$ ). In Texas, NHD students' year-end grades in language arts, math, science, as well as in social studies, were also higher than comparison group students'.

In 2008-09, the South Carolina NHD school led the district with a 61 percent passing rate in English 1. Their performance was 9 percentage points higher than the non-NHD school, and 4 points above the district's passing rate. At the NHD middle school, eighth graders scored higher than students in the non-NHD middle school on the language arts, math, and science segments of the 2008-09 PASS test.

In New Jersey, historical data showed that 9<sup>th</sup> and 10<sup>th</sup> grade NHD students were performing lower than comparison-group students in language beginning in 2006-2007, but outscoring them by 2009-2010, NHD students were out-performing them. All scores show increases by year, but from 2006 to 2010 comparison-group students had a 15-point gain; NHD students had a 36-point gain.

In the Colorado middle school, more NHD students than comparison-group students consistently received Advanced performance on CSAP in writing; 57 percent vs. 42 percent (2007), 46 percent vs. 21 percent (2008); 60 percent vs. 57 percent (2009); and 53 percent vs. 32 percent (2010).

## **INTEREST IN HISTORY AND CIVIC ENGAGEMENT**

(Data sources: student surveys<sup>14</sup>, N=458; focus groups and interviews, N=75)

- **NHD inspires an interest in history and a deeper understanding of why it's important.** Compared to students who don't participate, NHD students are more interested in their history classes, and find those classes more interesting than their other academic classes. NHD students' interest in parallels in history, and in issues in context, is higher than their peers, at statistically significant levels. The NHD experience and the disciplinary knowledge students gain gives students a deeper understanding of why they should study history and equips them to further develop that knowledge through real research.
- **NHD students have a more mature perspective on current events.** Although survey responses suggest that both NHD and non-NHD students are fairly engaged in current events, data showed statistically significant differences in NHD students' confidence in their knowledge of history and events *not* studied in school, in their interest in staying abreast of issues, and in their skills in using and evaluating online information. NHD students' reflections on the links between past and current events also suggest that they see events in context and have a better sense of the sweep of history. Modest

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<sup>14</sup> Students in all 4 sites (N=458) completed the same surveys. Data were aggregated across sites, and broken down by site, gender, ethnicity, and years of NHD participation.

differences may not confirm that NHD students are better informed, but these and other findings indicate that they are more likely to seek out media and online sources to stay informed and more confident in their ability to digest and synthesize what they find.

## **CUMULATIVE AND DIFFERENTIAL IMPACT**

- **Trend data suggests that NHD participation has a cumulative impact over time.** A comparison of grades to years of participation in the Texas study site showed an upward trend, or higher levels of performance with each year of participation, as did comparisons of percentages of students receiving Commended Performance on standardized assessments to years of participation. Data also suggests that students' interest in history, their confidence in research and communication skills, and their ability to interpret historical information also increase with years of participation.
- **NHD has a positive impact among students whose interests in academic subjects may wane in high school.** Analyses show that among Black and Latino students, NHD students still outperform non-NHD students, posting higher performance assessment scores and levels of interests and skills. Compared to non-NHD boys, and to all girls, boys participating in NHD reported significantly higher levels of interest in history, civic engagement, and confidence in research skills, on both pre- and post-surveys.
- **Participating in National History Day increases students' college and career readiness.** To succeed in college students need solid research and writing skills, and NHD students' more sophisticated skills and grasp of the history beyond their years suggest they are well prepared. There may not be big differences between NHD students' ratings of interest, civic engagement, and confidence and those of their peers, but the consistently higher ratings across the board may give them that edge they need to apply to schools, gain admission, and do well. These skills, along with oral communication, collaboration, and time management skills gained through NHD transfer to the workplace as well.
- **To a greater degree than their peers, NHD students develop dispositions needed for an informed citizenry.** NHD students are more likely to see how studying the past informs the present and the future. That they can articulate those interests suggests not only a longer view of history but also a mature ability to reflect on their learning. Analyses show that NHD's impact on students' interest in history, confidence in research and communication skills, and sense of civic engagement hold true across grade levels, gender, and race/ethnicity—and may increase with years of participation.

# Discussion of Findings

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## APPLIED SKILLS

### ***What skills do students gain from National History Day, and, compared to their peers, how successfully can they apply them?***

This report begins with a discussion of research, writing, and critical thinking skills that teachers say students develop through National History Day. Selecting a topic, fitting it to a theme, finding, evaluating, and synthesizing information, recasting it into an essay, play, exhibit, documentary, or website—all require sophisticated skills. Teachers also maintain that NHD students develop skills that many students don't acquire until college. Many take students to local university libraries or introduce them to inter-library loan to make it clear that this is college-level work.

Current students and NHD alumni concur: Over two-thirds of students participating in this study said NHD had had a moderate or significant impact on their ability to come up with a plan to research a topic, do research on the internet, evaluate information, and organize a report. In surveys administered in preparation for this study, an overwhelming majority of alumni say NHD had a clear impact on research and communication skills, and many volunteered examples of how they not only arrived on campus well-equipped to do college work, but continued to use the skills acquired through NHD in their careers.

NHD students of course are not the only students who do research or long-term projects. Students write frequently, often across the curriculum. Project-based learning is a mainstay of many classrooms, popular among students and teachers. Most secondary school curriculum and standards require that students learn how to find, evaluate, and cite sources and use both primary and secondary sources. Even without the call for 21<sup>st</sup> Century skills, the sheer volume of information available online has lead teachers to spend more time teaching students about intellectual property, plagiarism, and the need to validate and acknowledge sources.

Performance assessments were designed to explore how NHD students compare to their peers. We asked both groups to rate their confidence in these skills, and apply them in a different context.<sup>15</sup>

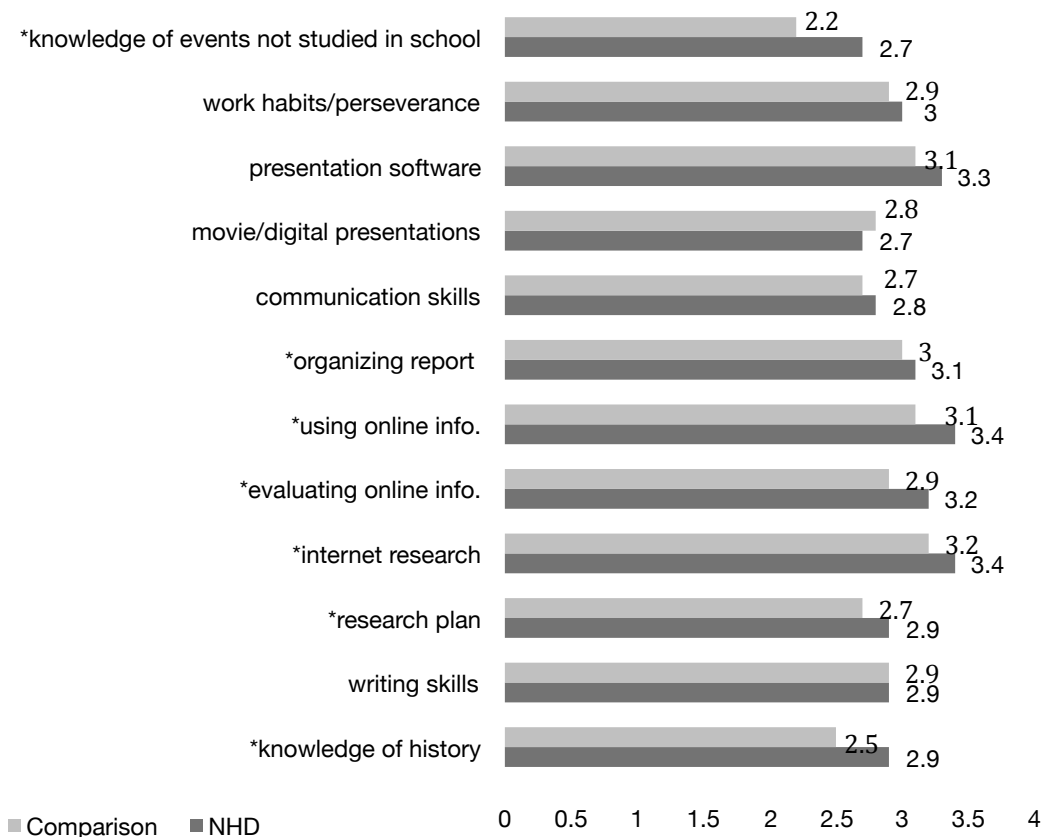
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<sup>15</sup> Students rated their confidence and completed performance assessments twice during the school year, or on both the pre- and post-instruments. Where the two, pre-/post- scores showed meaningful differences or trends, we have reported both. In some cases we have reported post- scores only, as a year-end performance rating for students.

## Confidence in Applied Skills

Both NHD and comparison-group students reported relatively high levels of confidence in their research and presentation skills. NHD students, however, reported higher levels in 10 of the 12 skills listed. Though modest, differences between the two groups were significant at the  $p < .01$  level for six skills. Both NHD and comparison-group students assigned the highest ratings to their confidence in doing internet research and using information, with means of 3.4 vs. 3.1 and 3.2 vs. 2.9, respectively (means calculated on a 4-pt. scale where 1=not at all confident and 4=very confident). The biggest differences were in students' knowledge of history and events not studied in school (2.9 vs. 2.5 and 2.7 vs. 2.2). Comparison-group students felt more confident in movie/digital presentations; ratings were the same for writing skills. Figure 1 shows the means for each group for each skill; asterisks indicate significant differences.

**Figure 1. Students' Confidence in Applied Skills (post-survey, N=458)**



Source: Post-Survey

\* $p < .01$

Analyses by gender and ethnicity showed NHD students still posting higher confidence levels. This pattern was repeated in other survey results, and in scores on performance assessments and standardized tests. NHD students, overall and by sub-groups, posted higher ratings or scores—not by wide margins but with marked consistency. These findings are not surprising, given that NHD and comparison-group students were matched as closely as possible, based on school

performance, but they do indicate that NHD students develop skills and confidence that may give them a competitive edge.

## **Application of Skills**

### **Finding and Evaluating Information**

Clearer differences between NHD students and their peers emerged when they were asked to apply research skills in closed- and open-ended performance assessment items. Almost twice as many NHD high school students correctly identified primary sources, on both pre- and post-instruments. Although high school students in both groups provided alternatives to the internet and correctly listed things that might signal a source's reliability, NHD students listed a far wider range of sources and much more detailed and sophisticated steps for establishing reliability. Most comparison-group students consistently cited the basics—books, newspapers, textbooks, encyclopedias, magazines, Wikipedia; a few also left the item blank. By contrast, NHD students listed an array of possible sources—experts, museums, lecture notes, diaries, journals, films, first-person accounts, and biographies.

Differences in students' explanations of how to judge sources were even more striking. While peers suggested checking publication date or author, NHD students said they would check for a valid copyright and reputable publisher, look for .edu—indicating a university affiliation—rather than .com sources, confirm authors' credibility by cross-checking other references, and look for corroboration across sources. NHD students also made a point of saying that they would stay away from sources like Wikipedia, which can be edited. NHD students' responses to questions about what sources should be credited also indicated that they, more so than their peers, understand that that information should not be casually appropriated.

Differences between younger or middle-school students, especially on the pre-test, were smaller: percentages of correct responses for the two items about primary sources were 94 percent and 75 percent for NHD students, compared to 61 percent and 64 percent correct for comparison-group students. The latter group gained ground over the school year, but so did NHD students, who still posted higher percentages of correct responses—100 percent and 98 percent on the two items, compared to 81 percent and 89 percent correct for non-NHD students. NHD middle-school students could more readily list sources other than the internet where they could find historical information: 89 percent correctly listed four sources, compared to 57 percent of the comparison group. When asked to describe what they would look for in determining a source's reliability, a fourth of the NHD middle-school students, compared to 10 percent of their comparison-group counterparts, correctly listed three things.

- During interviews, teachers described the progressive development of research and critical thinking skills acquired through historical research. Middle-school teachers noted that, early in the process, students learn not to rely solely on the internet and Google, and are soon confidently using library databases, even from home. When seventh graders advance to eighth grade NHD projects, they know “what to look for,” and even thank seventh-grade teachers for showing them how to do annotated bibliographies. High school teachers emphasized the importance of a research plan, “attention to detail,” and higher expectations. One teacher who

demands those higher standards noted that, “If you’re a teacher of history, and you value historical research...History Day is the best thing going.”

- These findings suggest that, through their research, NHD students begin to think like historians. In his research on historical thinking, and how students’ use of historical documents compares to historians’ use, Sam Wineberg found that historians use three processes: they evaluate the source, contextualize it, and look for corroboration across different sources. Students, in contrast, tend to read the documents to collect the facts. Students, says Wineberg, “read the documents as if they were historical truth; historians read them as if they were arguments.”<sup>16</sup> Other researchers attribute students’ tendency to view the information they find as historical truth as “a lack of disciplinary knowledge and/or a lack of appropriate strategies,” stemming from the fact that students typically rely on a single textbook, a single story, and, even with multiple sources, lack strategies to “synthesize across sources” (Hynd-Shanahan, 2004, 2).
- Interestingly, this research is about college students’ skills. As one NHD teacher noted, NHD doesn’t just ask students to do college-level research: it requires graduate-level skills.

### **Using and Interpreting Information**

Both pre- and post- performance assessments asking students to interpret historical information again showed NHD students outperforming their peers. A majority of both groups answered true/false questions about historical research correctly, but percentages of correct responses were higher among NHD students, with between 10 and 20 percentage-point differences. Similarly, students drew correct conclusions or selected statements that best summarized passages, but among NHD students, percentages were higher (86 vs. 67 percent on the pre-test, and 86 vs. 72 percent on the post-test).

Middle-school students in both groups supplied correct answers to short-answer questions about a painting portraying the first Thanksgiving, but NHD students’ scores were higher: 81 percent of NHD students, compared to 64 percent of non-NHD students could identify what the artist wanted viewers to believe about the event. High school cartoons were more challenging, and some students had trouble interpreting them, but NHD students fared better. Around 40 percent of the NHD students could interpret two cartoons about women’s suffrage, correctly noting that donkeys and elephants represented political parties supporting voting rights to secure votes; just under a fifth of the comparison-group students did so. On the post-exercise, which asked students to explain cartoons about technology and social networking, more NHD students provided cogent explanations.

In interviews, NHD students said that reading challenging books and articles gave them the skills and confidence to tackle tough reading assignments in other subjects: rather than being “overwhelmed by a huge textbook,” students say they know how to read through and synthesize

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<sup>16</sup> Cynthia Hynd-Shanahan, et al., “Thinking Like a Historian: College Students’ Reading of Multiple Historical Documents.” *Journal of Literacy Research* (Summer 2004), 2.

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lengthy passages. Students for whom English is a second language, and who are the first in their families to attend college, say they are up to the challenge of college reading assignments.

**Overall and Grade-Level Performance**

Composite scores of the various performance assessments items showed that, overall, NHD high school students were significantly ( $p < .0001$ ) better than their peers at finding, evaluating, and interpreting historical information, with an average of 79 percent vs. 61 percent correct (see Table 5). (Because of small numbers of middle-schoolers, we used only high school students' scores for this analysis.)

**Table 5. Composite Scores on Performance Assessments**

Group	Number	Percent Correct	Standard Deviation	Statistical Significance
Comparison	184	.6134	.21915	$p < .0001$
NHD	251	.7914	.19741	

Breakdowns of these composite scores by grade level again show NHD posting higher scores, in three out of four grade levels; scores were highest among eleventh graders. Increases by grade level suggest that gains may be due to intellectual maturation or reinforcement of skills, although the drop in eleventh grade by comparison group students does not support that view.

**Table 6. High School Performance Assessment by Grade**

Group	Number	Percent Correct	Standard Deviation	Statistical Significance
9 <sup>th</sup> grade				
Comparison	71	.6006	.17645	$(p < .0001)$
NHD	81	.7496	.16175	
10 <sup>th</sup> grade				
Comparison	43	.6312	.22584	$(p < .01)$
NHD	72	.7639	.23389	
11 <sup>th</sup> grade				
Comparison	30	.5952	.24909	$(p < .0001)$
NHD	63	.8481	.19006	
12 <sup>th</sup> grade				
Comparison	11	.8701	.13857	No stat sig.
NHD	32	.8195	.21737	

## Writing Performance

In gauging students' historical thinking or their critical thinking, one good proxy is their writing skills, or their ability to construct an argument, consider or provide evidence, and maintain a narrative thread. Even if they are not competing in essay contests, NHD students spend considerable time writing and revising—honing theses statements and exhibit information, crafting scripts for presentations and documentaries, composing process papers, and rehearsing for interviews with experts and sessions with judges.

Because students had a single class period in which to complete the performance assessment, we selected topics that they would likely have a ready opinion on: whether or not the legal driving age should be raised to eighteen, or whether U.S. History or World History should be taught in eighth grade (fall, pre-assessment); the pro's and con's of the impact of technology and social networking, with reference to editorial cartoons (spring, post-assessment).

Among high school students, NHD students outscored comparison-group students on both the pre- and post- tests; both groups showed similar pre- to post- gains.<sup>17</sup> On a 6-point scale, the mean score for NHD students on the pre-assessment was 3.5, compared to 2.5 for comparison group students. On the post-test, means were 3.8 vs. 2.9; differences were significant on both at the  $p < .0001$  level. (See Appendix B, p. 53, for the rubric used for scoring.) Students' scores on both tests, and among both groups, clustered in the mid-range scores of 3 or 4, with fewer high and low scores—generally creating bell curves (see Table 7 and Figure 2).

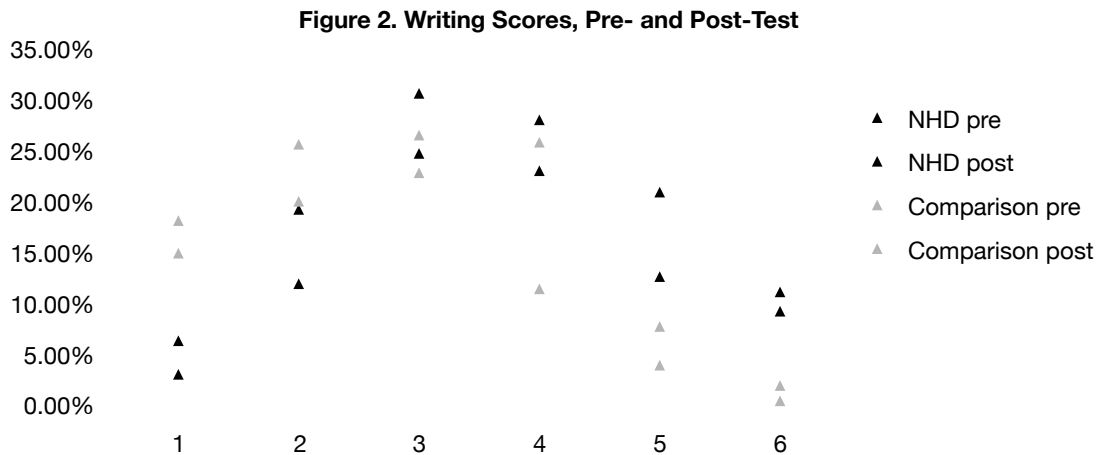
**Table 7. Percentages of Students Receiving Scores of 1-6 on Pre- and Post- Writing Assessments**

Score	NHD pre (N=252)	NHD post (N=248)	Comparison pre (N=212)	Comparison post (N=145)
1	6.3%	3.0%	14.9%	18.1%
2	19.2%	11.9%	25.6%	20.0%
3	24.7%	30.6%	22.8%	26.5%
4	28.0%	23.0%	11.4%	25.8%
5	12.6%	20.9%	3.9%	7.7%
6	9.2%	11.1%	0.4%	1.9%
<b>Mean</b>	<b>3.5</b>	<b>2.5</b>	<b>3.8</b>	<b>2.9</b>

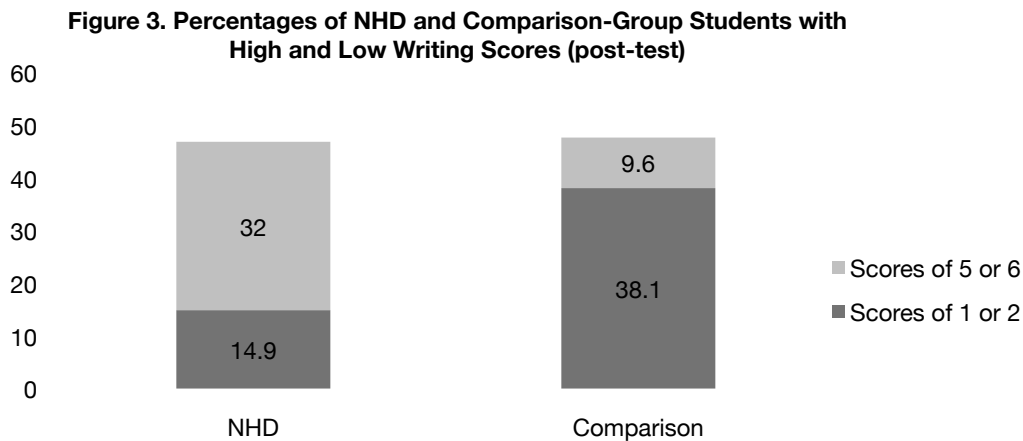
Source: Pre- and post-test writing assessments

<sup>17</sup> All student writing samples were scored by trained scorers, using a rubric created from the NAEP persuasive essay rubric (U.S. Department of Education, Institute of Education Sciences, National Center for Education Statistics, National Assessment of Educational Progress (NAEP), 2007 Writing Assessment (retrieved from <http://nces.ed.gov/nationsreportcard/itmrlsx/detail.aspx?subject=writing>) and the Northwest Regional Educational Laboratory 5-Point 6+1 Trait® Writer's Rubric for 3-12 (retrieved from <http://educationnorthwest.org/resource/464>). Scorers independently scored a sample of essays at the beginning and periodically through the scoring process to establish and maintain inter-rater reliability.





What set NHD students apart from their peers were lower percentages of students receiving 1's or 2's and higher percentages of students scoring 5's or 6's: Approximately a fifth of the NHD students (22%) scored 5's or 6's on the pre-test, compared to 5% of the comparison group. On the post-assessments, almost a third, or 32 percent of the NHD students received the two highest ratings, compared to a fifth or 9.6 percent of the comparison-group students. (See Figure 3.)



Students who received higher scores were clearly writing to an audience, and a distinct voice came through. Their essays had clearer thesis sentences, a more coherent argument, and their writing flowed well from idea to idea or example to example. They generally used more sentence variety, and a richer vocabulary. Although there were strong essays in both groups, NHD students' essays exhibited these traits more often. (Interestingly, although NHD students outscored comparison-group students, their levels of confidence in their writing skills were identical, at 2.7 on a 4-point scale. NHD leaders suggested that, because their work is held up to such scrutiny, and undergoes so much revision, NHD students may be more self-critical than their peers.)

# PLANNING, POLICY AND GOVERNMENTAL AFFAIRS

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Because writing instruction and opportunities can vary from site to site and classroom to classroom, we analyzed the data by state. (Because there may be a difference in middle and high school students' performance, we used only the latter in this comparison; Colorado was not included because we did not have a comparison group for high school students.) Results showed that the NHD students earned significantly higher scores in all three states, on both the pre- and the post-assessments.

**Table 8. Writing Performance Mean Scores, by State (N=383 pre-, 328, post-)**

State	Pre-		Post-	
<b>Texas</b> (9 <sup>th</sup> -12 <sup>th</sup> graders)	Number	Mean	Number	Mean
Comparison	72	2.08	56	3.05
NHD	73	2.81****	84	3.38***
<b>South Carolina</b> (9 <sup>th</sup> graders)				
Comparison	74	3.05	72	3.04
NHD	74	3.70***	77	4.12***
<b>New Jersey</b> (9 <sup>th</sup> -12 <sup>th</sup> graders)				
Comparison	54	2.20	13	1.77
NHD	36	3.14**	26	2.65*

\*p<.05; \*\*p<.01; \*\*\*p<.001; \*\*\*\*p<.0001

During interviews, teachers described how NHD improves students' writing skills. Middle school teachers noted that students don't develop the more advanced writing skills in full until high school, but that NHD gives them the more basic, concrete skills needed to compose research papers: they learn how to cite sources and create a bibliography; how to look at an issue or event from a different perspective; and how to use but not plagiarize information—or how to put their ideas into their own words. According to one teacher, students often have to look up unfamiliar words, which expands their vocabulary.

Teachers at the school of the arts participating in the study described how even students who consider themselves strong creative writers reap benefits. These students, they say, are drawn to the writing options—papers, performances, scripts—and generally do well, but often have to direct their creative energies toward new types of writing. Teachers observed that they have seen more than one student who, in sixth grade, was a “good creative writer,” by tenth grade become a “good technical writer.”

## **Other 21st Century Skills**

Although we have no comparison data or quantifiable responses, during interviews NHD teachers and students described other 21<sup>st</sup> Century skills acquired through participation.

### **Oral Communication and Presentation Skills**

NHD students develop oral as well as written communication skills while researching and presenting their projects. First-hand accounts are often the best primary sources, and teachers encourage students to go right to the source, which could include friends and relatives, local heroes and dignitaries, government officials, and lesser-known but no less authoritative experts, such as Holocaust survivors. Teachers described particularly intimidating but rewarding interviews, such as those with cardiovascular surgeon, Michael DeBakey, and *All in the Family* producer, Norman Lear (which eventually led to a summer internship). Students also describe the skills and confidence they gain from being interviewed by judges, who not only ask hard questions, but may also deduct points, not necessarily for students who are not eloquent, but for those who are not prepared or who rely too much on fellow presenters.

### **Collaboration**

Judges' insistence that all team members be able to answer questions is part of the collaborative model defined and required by NHD. Although students undertake tasks that match their strengths and interests, in NHD projects one or two students cannot do all the work. As noted earlier, projects are common in many schools, popular with students who enjoy working with peers. NHD teachers maintain that what sets NHD apart from most project work is that all students have to immerse themselves in the topic and contribute. One student pointed out that collaboration is not just a requirement, but that it is the "History day spirit: to help each other." Students at the school of the arts, who routinely perform, say that NHD creates "a different group dynamic." In other projects, "teachers direct," but NHD is more self-directed, and "shows their personality more."

### **Time Management, Problem-Solving, and Perseverance**

When asked what they would say about NHD to a sibling or friend considering participation, one high school student said: "don't procrastinate." Teachers unanimously agree that time management is one of the most important and practical skills students learn. One teacher compared the process of doing NHD to "preparing for a marathon...you can't do the work overnight or at the last minute."

Students learn time management by completing the requirement of NHD—gathering primary and secondary sources, writing process papers, creating their exhibits, performances, documentaries, and web sites—but, perhaps more important, they continually refine their work, often many times over the course of the year. They incorporate peers' suggestions, new research, feedback from teachers, and—if they enter competitions—feedback from judges. This long-term effort may be what sets NHD apart from other project-based learning activities, and what helps students develop not only time management skills but also persistence. When asked how he would describe NHD to a friend or sibling, a middle-schooler preparing to revise once again accurately said, "When you think you're done, you're not."

## ACADEMIC PERFORMANCE

### ***Does National History Day have a positive impact on students' performance on high-stakes tests—not just in social studies, but also in other academic subjects?***

Applied skills are solid indicators of college and career readiness, but school administrators still look to high-stakes test scores to confirm program effectiveness. Although test scores may be the holy grail of validation, the link between program and performance is often hard to prove: much else goes on in a school day, particularly for secondary students who take multiple classes with different teachers.

The variability in NHD treatment adds another challenge to proving causation. We initially thought we could control for treatment by creating an index for teachers' implementation. That proved difficult because NHD is, in some cases, part of the curriculum and classroom activities; in others, it is still mandatory, but work is done outside of class. NHD can also be an extra-curricular option. There were also challenges related to students' exposure. Some students start their NHD projects at the start of the school year, some wait until second semester, and some start the previous summer and work right up until contests. Our sample sizes were often too small to separate students by grade level and years of experience; moreover, we had eighth graders with two years' experience, and eleventh or twelfth graders with one year's experience.

We therefore cast a wide net to explore the program's impact on students' academic success, requesting, for three years (2007-2008 through 2009-2010) from all four sites, scores on standardized tests in all academic subjects,<sup>18</sup> grades or GPAs, and other performance data such as Advanced Placement (AP) or International Baccalaureate (IB) scores. We also requested attendance, behavioral referral, and suspension data, and students' gender, ethnicity, and special status, such free- or reduced-lunch, Special Education, or English Language Learner. In some sites, sites were not allowed to identify students by special status, and in some cases not all data was stored in the current database. Student mobility posed an additional challenge, since district databases did not include all records of transfer students.<sup>19</sup>

The findings in this section are reported on a state-by-state and test-by-test basis. Aggregating data was not possible because states administer different standardized tests; even within a state, assessments may change from year to year. Students—especially high school students—are seldom tested annually, on the same subjects. There are more findings from Texas because Texas

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<sup>18</sup> These included the Texas Assessment of Knowledge and Skills (TAKS), the New Jersey Assessment of Skills and Knowledge (NJASK), the South Carolina's Palmetto Assessment of State Standards (PASS) and Palmetto Achievement Challenge Test (PACT), and the Colorado Student Assessment Program (CSAP).

<sup>19</sup> We also requested data on attendance, behavior referrals and suspensions, student mobility rates, and graduation rates—all of which NHD could affect, and all of which that might be a factor in or reflect students' academic performance. Not all sites were able to provide the data, because it was not housed in the same database as other performance data or otherwise was not easily retrievable. High levels of student mobility also meant that there was considerable missing data. As a result, we often did not have enough data to conduct meaningful analysis. In the few cases where we did have sufficient data, we did not find any clear differences between NHD and comparison-group students.

administers multiple tests in multiple subject areas, on an annual basis. The state puts a strong emphasis on data, and thus has a robust data system, readily accessible by districts. NHD also has a long history in Texas, and our sample there was often larger and spanned more grade levels.

### **Social Studies Performance**

Social studies is the content area where we would most likely find evidence of impact. The findings below include students' performance on annual tests, end-of-course exams, AP and IB exams, and grades. These bullets, and those for other academic areas, do not report all the assessments and scores we compared. There were cases where we found no significant differences between NHD and comparison-group students, or year-to-year or subject-by-subject comparisons showed no clear differences or trends.

#### **Texas**

- Four years of data, from 2006-10, showed NHD students out-performing matched comparison groups of peers on the Texas Assessment of Knowledge and Skills (TAKS) social studies test. In 2008-2009, 87 percent of the NHD students achieved commended performance, compared to 37 percent of the comparison-group students; in 2009-2010, 73 percent of the NHD students received the highest rating, vs. 53 percent of the comparison-group students. Higher percentages of NHD students also met the minimum proficiency level or passed the test for the first time. Differences were statistically significant ( $p < .001$ ).
- NHD students' year-end grades in social studies were higher than comparison group students'. Differences were statistically significant ( $p < .001$ ).

#### **South Carolina**

- On the new 2008-2009 U.S. History and the Constitution end-of-course test, the NHD school led the district with a 51.6 percent passing rate. Students' performance was 26.1 percentage points above the comparison school's scores, 14 points above the district passage rate, and 9.2 points above the state rate.<sup>20</sup> The test counts for 20 percent of students' final grades.
- At the South Carolina middle school where NHD was required in eighth grade, eighth graders had Social Studies scale scores on the 2008-2009 PASS test that were significantly higher ( $p < .05$ ) than the comparison group's scores, with a mean of 640.09 versus 623.19. Higher percentages of the NHD students (36 percent vs. 23 percent) received an Exemplary rating.
- In 2010, when students did not participate, percentages of students receiving an Exemplary rating went down, from 36% to 30%, and percentages of students who did not meet the proficiency level went up steeply from 18% to 40%. Table 9 shows the mean 2009 and 2010 PASS scores for both groups of students; Table 10 shows the percentages of students who did or did not meet the proficiency level, and the percentages receiving an Exemplary rating.

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<sup>20</sup> In addition to school data and sites interviews, findings come from an article by Robert Monnie, "End-of-Course Scores Released," *The Link*.

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**Table 9. NHD and Comparison Groups' Mean Scores, PASS test in Social Studies, 8<sup>th</sup> Grade**

2009	Number	Mean (SD)
Comparison	74	623.19 (45.9)
NHD (participation mandatory)	94	640.09 (47.5)
2010	Number	Mean (SD)
Comparison	73	625.97 (51.9)
NHD (no participation)	89	623.52 (52.7)

**Table 10. NHD and Comparison Groups' Performance Level, PASS test in Social Studies, 8<sup>th</sup> Grade**

2009	Comparison	NHD (participation mandatory)
Not Met	31.1% (23)	18.1% (17)
Met	45.9% (34)	45.7% (43)
Exemplary	23.0% (17)	36.2% (34)
2010	Comparison	NHD (no participation)
Not Met	34.2% (25)	40.4% (36)
Met	35.6% (26)	29.2% (26)
Exemplary	30.1% (22)	30.3% (27)

Source: Chesterfield County South Carolina school district

### Colorado

- In Colorado, high school students participating in NHD and *International Baccalaureate (IB) History* posted some of the highest test scores compared to all IB subjects offered at the school, with the average grade of 5.02 on a 7-point scale, and scored above the worldwide IB History average of 4.73.
- Social studies grades were also higher among NHD students, but the small sample size limited tests for significance.

### Performance in Other Academic Areas

Analyses of students' performance outside of social studies also suggested that the skills students gain through NHD can transfer to other academic subjects.

### Texas

- From 2006-2010, the percentage of NHD students who met the minimum, had commended performance, or passed the Texas Assessment of Knowledge and Skills (TAKS) the first time was higher than comparison group students in reading comprehension, writing, mathematics, and science. Differences were statistically significant ( $p < .001$  level for commended performance in all subjects except writing ( $p < .01$ ). In reading, science, and math, close to two-thirds of the NHD students received commended performance, compared to between 12 and 25 percent of comparison-group students.

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- NHD students' year-end grades in language arts, math, science, as well as in social studies, were higher than comparison group students'. Differences were statistically significant ( $p < .001$  for math and science, and  $p < .01$  for language arts).

### South Carolina

- On the English end-of-course test, added to the state's accountability system in 2005-2006, the NHD school led the Chesterfield County School district with a 60.6 percent passing rate in English 1. The school's performance was 8.8 percent higher than the comparison school, and 4.1 above the district passing rate. The test counts for 20 percent of students' final grades.<sup>21</sup>
- Cheraw, the NHD school, was in the top ten of all public high schools in the state on passage of AP exams in 2008-2009: 29 students took 33 AP exams; 28 percent received 3's or higher. In 2008-2009, 18 comparison-group students took 29 exams, with a 21 percent passing rate.<sup>22</sup>
- There were no significant differences in the High School Assessment of Proficiency (HSAP) Language Arts performance in 2008 and 2009 between tenth graders (the year the annual gateway test is administered the first time) in the two schools. In 2009, comparison-group students scored significantly higher on the math portion of the assessment.
- At the NHD middle school (where participation was mandatory until 2009-2010) eighth graders scored higher than students in the non-NHD middle school on the Language Arts, Math, and Science segments of the 2008-09 PASS test. On the 2009-2010 test, percentages of students in the (former) NHD school who received exemplary ratings in Language Arts went down slightly, and the percentage of students who did not meet the proficiency requirement went up.

### New Jersey

- New Jersey students begin NHD participation in ninth grade. A look at historical data showed that 9<sup>th</sup> and 10<sup>th</sup> grade NHD students were performing lower than comparison-group students in Language beginning in 2006-2007, but scores rose. In 2009-2010, NHD students were out-performing the matched comparison group. All scores show increases by year, but from 2006 to 2010 comparison-group students had a 15-point gain; NHD students had a 36-point gain. (See Table 11.)

**Table 11. NJ ASK Language Scores prior to and after NHD Participation**

Year	Comparison (n=26)	NHD (n=18)
2006-07	201.88	192.07
2007-08	207.35	199.80
2008-09	211.72	201.88
2009-10	216.71	228.00

Source: Paterson School District

<sup>21</sup> In addition to school data and teacher interview, sources include Robert Monnie, "End-of-Course Scores Released" (*The Link*, no date available), p. 1.

<sup>22</sup> School data, teacher interview, and Robert Monnie, "Cheraw Excels in AP Exam Results" (*The Link*, Dec. 22, 2009), 1 and 8A.

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**Colorado**

- In the Colorado middle school, more NHD students received Advanced performance on CSAP in writing; 57 percent vs. 42 percent (2007), 46 percent vs. 21 percent (2008); 60 percent vs. 57 percent (2009); and 53 percent vs. 32 percent (2010). (Reading scores showed no consistent differences between NHD and non-NHD students.)
- Although GPAs in the CO middle school was relatively high, NHD students' 2010 grades were higher, and differences were significant in English, math, and science. (ELA: M=3.7 vs. 3.2,  $p<.01$ ); Math: M=3.6 vs. 3.25,  $p<.05$ ; Science: M=3.28 vs. 2.79,  $p<.05$ ).



## INTEREST & ENGAGEMENT

### *How does NHD students' interest in history, and their perspectives on current events, compare to their peers'?*

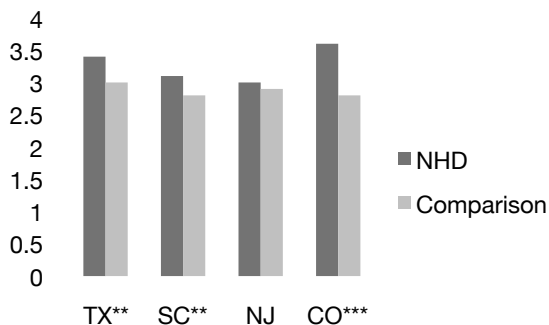
A wealth of anecdotal evidence from teachers, students, and parents, indicates that NHD students develop a genuine interest in history. Some students start with an interest in history, but not all students have that passion. During interviews, NHD teachers explained how they engage students “not necessarily fascinated with the human story over time” by suggesting they start with something they do care about: At a South Carolina teacher’s urging, girls interested in style researched Madame C.J. Walker, and created an award-winning project entitled “‘Hair Works’: An Innovation that Put Black Women to Work.”

We used surveys not only to gauge students’ interest in past and current events, and their ability to see the links between the two, or that narrative thread alluded to by the Colorado student.

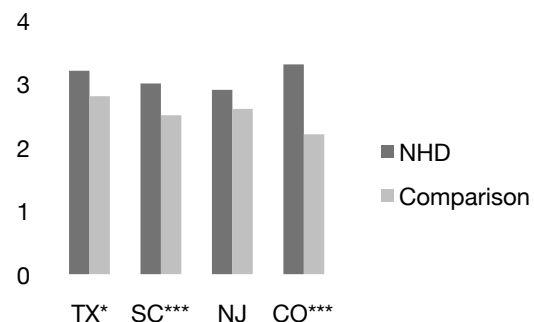
### Interest in History

Students’ responses to two post-survey items show that NHD students in all four sites are interested in their current history classes—and often find them more interesting than their other academic classes. Comparison group students were also fairly interested, just not as interested as their NHD counterparts. Differences were statistically significant in 3 of the 4 sites. Figures 4 and 5 below show the relative means for both groups, on a 4-point scale. (For the first item, 1=never interested and 4=almost always interested; for the second, 1=a lot less interesting, and 4=a lot more interesting.)

**Figure 4. Students' Interest in History Classes**



**Figure 5. Students' Interest in History Classes Compared to Other Classes**

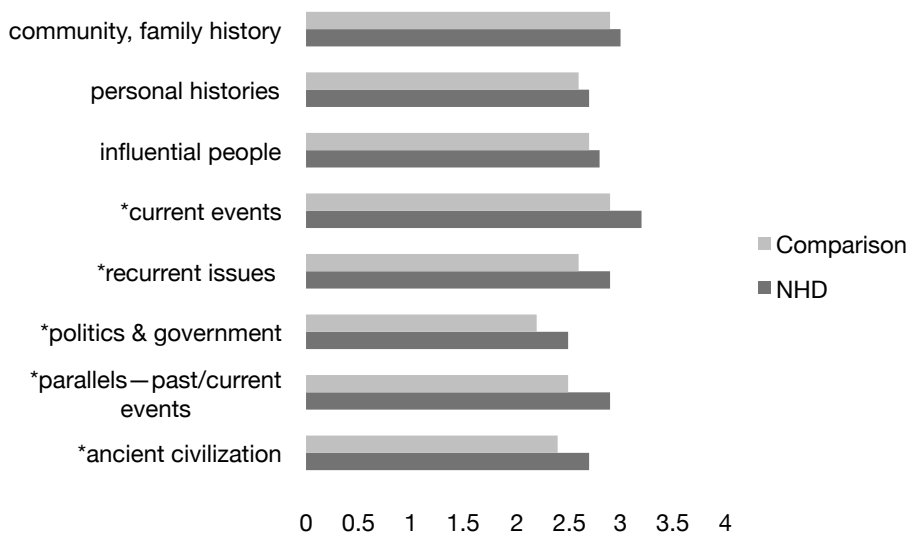


\*p<.05; \*\*p<.01; \*\*\*p<.001  
Source: Post-Survey

Comparing his interest in history, or NHD, to his interest in history class, one Colorado student explained his preference for the former because in classes, “what gets left out is the stories.”

Both pre- and post-surveys also asked students about their interest in historical periods and topics. (Figure 6 below shows post-survey means, on a 4-point scale where 1 = not at all interested; 4 = very interested.)

**Figure 6. Students' Interest in Historical Topics (N=458)**



\*p<.001

Source: Student Post-Survey

Again, all students, NHD and non-NHD alike, expressed interest in various topics, but interest was stronger among the NHD group, especially on the post-survey (not necessarily because of pre-to post increases, but because interest among the comparison group declined more from pre- to post). Differences were statistically significant for five of the eight topics.

More differences emerged in students' appreciation of history, as reflected in their comments on what historical topics interested them. After rating their interest in various topics, students were asked to look back over their ratings to see whether they were consistently low or high, or mixed, then to elaborate on their interests, based on their ratings and any patterns they observed. Researchers coded students' responses in two ways: first, for whether they reflected a low, high, or mixed interest; and, second, for whether they included details to explain their ratings, and genuinely reflected on their interests, or whether they supplied only short answers with few details. The analysis showed that:

- Most NHD students (70 percent) expressed high interest, and only 10 percent suggested little interest. In contrast, 34 percent of the comparison-group students expressed high interest, and a number of students left the item blank.
- There were more comparison group students who noted a single period (e.g., the Holocaust) or interest (family history).
- NHD students were more apt to explain their ratings, by margins of 3 to 1. In explaining their views, comparison group students tended to say, "Some things are more interesting than others in history, or "Some topics just pull you in more than others."

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It did not come as a surprise that the students involved in a year-long history project, many of whom had explained their research to judges at competitions, would be more likely to share their interests. What was notable was how reflective the NHD students were, and how often their explanations included references to the links between past and present. The previous section cited studies on historical thinking, or the dispositions that students who study history develop or that historical study requires—the “specialized ways of knowing and thinking, habits of mind and cognitive processes that typify historians’ approaches to the past.”<sup>23</sup> These habits of mind evolve from chronological thinking to considerations of context to the event’s connection to larger trends. NHD students’ comments suggest that they are fairly evolved historical thinkers:

- *I believe that knowing where you came from and where you're going is essential to succeed in society. By knowing what has happened in the past, and analyze what is presently occurring we can change what will happen.*
- *Big picture history is more interesting for me, especially when looking at parallels between current events and past events...names and dates don't mean much to me, but ideas and patterns have a huge influence.*
- *I'm interested in History because I love learning the struggles of the land and what people went through to get where we are today.*
- *I love seeing how history repeats itself and looking at how governments and daily events have changed, so I'm interested in parallels in history and in current events as well as how the government works. The rest of them spark a little interest, but only a little just because I'm more intrigued by the way things are affected as a whole rather than little by little bit.*
- *I am interested in history because past events have influenced present day life and it's important to know the exact events that made something the way it is now. History is very broad and it's fun to learn about someone else's history and compare it to yours or your people's.*

### Civic Engagement

Understanding the links between past and current events can inspire a sense of engagement in local and national issues, as can the projects that take NHD students out into their communities—to explore a university library, museum, or other archived collections, or to talk with community members with first-hand knowledge of a topic. Students gain a respect for local history, and the part it played in a larger issue or arena, and a better sense of the issues, events, and stories that define a community.

To look at this important aspect of NHD participation, and see how NHD students’ perceptions compared to their peers, we included survey items related to civic responsibility and engagement.<sup>24</sup> Responses to survey questions about civic engagement did not show major differences between

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<sup>23</sup> From the *National Standards for History*. rev. ed. (Los Angeles: National Center for History in the Schools, 1996).

<sup>24</sup> Items adapted from Tufts National Survey of Civic Participation, <http://activecitizen.tufts.edu/downloads/questionnaire.pdf>; and UC-Berkeley, Service-Learning Research and Development Center, survey of civic responsibility, [http://www.peecworks.org/PEEC/PEEC\\_Inst/0038CEB0-007EA7AB.1/furcosurvey%20civicrespons.pdf](http://www.peecworks.org/PEEC/PEEC_Inst/0038CEB0-007EA7AB.1/furcosurvey%20civicrespons.pdf).

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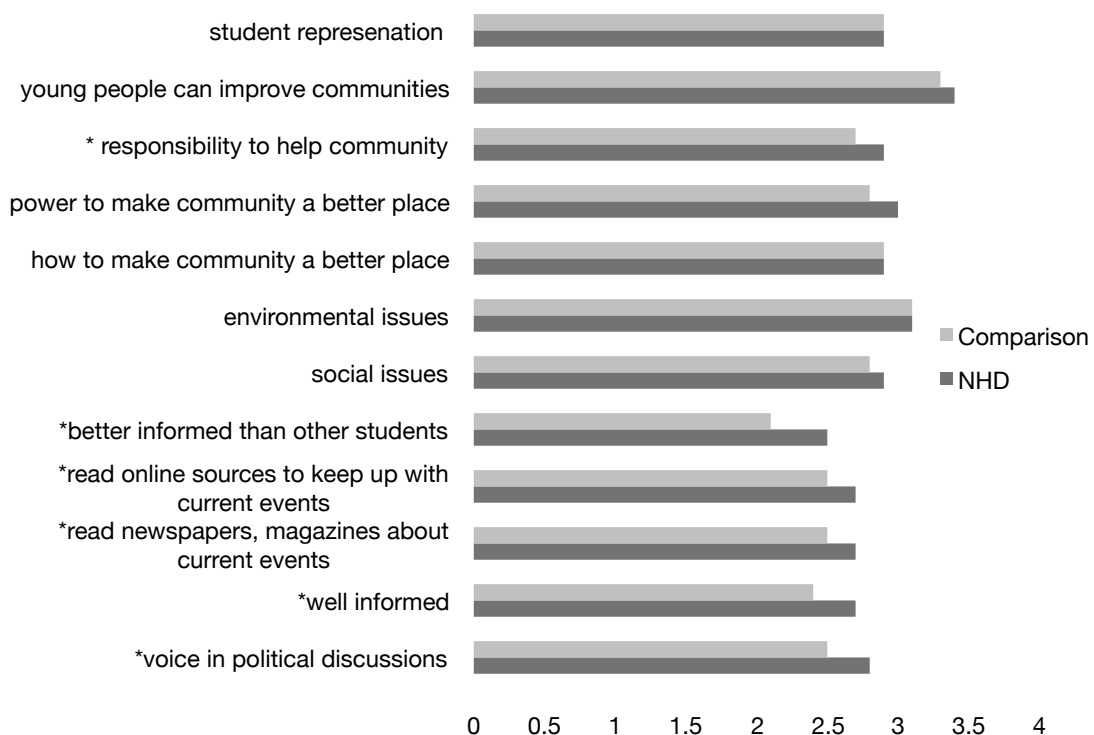
NHD and comparison-group students. Most students assigned relatively high ratings to various items—as a whole these students are fairly interested, engaged, and confident. NHD students' ratings were, however, consistently higher. Composite means for the pre- and post-survey show a statistical difference at the  $p < .01$  level (see Table 12; means calculated on a 4-pt. scale where 1=strongly disagree and 4=strongly agree.) This is the pattern repeated in students' responses to survey questions about their interest in history (and confidence in skills).

**Table 12. Composite Means for Pre- and Post-Survey Items on Civic Engagement**

Group	Number	Mean	Significance
Comparison Group, pre	158	2.62	$p < .01$
NHD, pre	249	2.86	
Comparison Group, post	156	2.68	$p < .01$
NHD, post	249	2.90	

Figure 7 shows post-survey means for the individual items. Both NHD and comparison-group students most strongly agree that young people can improve communities ( $M=3.4$  and  $3.3$  respectively), and care about environmental issues ( $M=3.1$  for both groups). Responses to items related to students' self-assessments of how informed they are, and how they stay informed, showed the biggest differences between the two groups. (Asterisks indicate statistical significance at  $p < .05$  or less.)

**Figure 7. Students' Engagement in Current & Civic Issues & Events (N=458)**



Source: Student post-survey

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While the data does not show that NHD students are better informed or more engaged in current events or issues than their peers, it does suggest that NHD students are more likely to do the things that keep them informed and involved. During interviews, some students confessed that their projects left little time for keeping up with current events, but comments also suggested that, when they do, their NHD skills and experiences serve them well: as one student noted, “When I watch the news, I connect the dots,” further explaining that he links current reports to what he already knows about a country or how an issue played out in a different context.

## DIFFERENTIAL & CUMULATIVE IMPACT

***Does NHD participation have a positive impact on all students, and does impact build over time?***

### **NHD's Impact on Different Kinds of Students**

During interviews, NHD teachers repeatedly said that all types of students participate—and excel—in the program. A Colorado teacher said that NHD was “the finest standards-based curriculum for all students,” stressing the “all.” Teachers say that NHD is also an “excellent” way to keep students motivated in school, because they can pursue what interests them.

Teachers also shared examples of special education students who gained confidence and skills with demanding projects, shy students who emerged from their shells, disinterested students who found new motivation in researching topics they chose, students from war-torn countries who found the challenges of NHD mild in comparison, non-native speakers whose participation eased the transition into an American school—for students and families alike. Teachers and students described the inclusiveness and mutual support that are part of NHD. Teachers also described the social benefits of group projects, for students who may have been “outcasts” but make new friends and show group partners a “different side” of themselves; and for students who may have been “intimidated by the brilliance of their peers” but become the “resident expert” on a particular aspect of a NHD topic. As one teacher explained,

We have students of all ability levels participating. I have a student who is classified as a 504 student—she is legally blind—working on a documentary. While we have had to adapt many things for her, she has a wonderful feel for what should be included. I've had many students who feel their accomplishments in NHD, no matter what level they progress to, are the pinnacle of their high school careers. I've had students who were failing classes rise to the occasion because they must be passing to compete. Some students change their entire view of school as a result of participation in the program. One young man went from failing regular classes to excelling in AP classes as a result.

Collecting hard data on the academic and social benefits of NHD for different kinds of students was beyond the scope of the study. We did, however, analyze data by various background factors, to the extent that school districts were able to provide demographic data, and samples were large enough to separate students into different cells based on gender, ethnicity, and special designation.

### **Applied Skills, by Gender and Ethnicity**

- Composite scores on the performance assessments show that both NHD girls and NHD boys out-score peer groups, at statistically significant levels.
- Among Black and Hispanic NHD students, as well as White students, also out-score peer groups, at statistically significant levels.

Table 13 shows the breakdowns by gender and ethnicity. (Composite scores were calculated for high school students only, because of the low sample size among middle-school students.)

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**Table 13. High School Performance Assessment By Gender and Ethnicity**

	Number	Percent Correct	Standard Deviation	Statistical Significance
<i>Male</i>				
Comparison	81	.6305	.21032	(p<.0001)
NHD	133	.7863	.21646	
<i>Female</i>				
Comparison	68	.6292	.22697	(p<.0001)
NHD	108	.7837	.18745	

White				
Comparison	44	.6331	.20120	(p<.0001)
NHD	89	.8443	.15212	
Black/Latino				
Comparison	86	.6487	.22593	(p<.01)

Source: Student performance assessment

Breakdowns in the writing performance scores by gender and ethnicity again showed both male and female students posting higher scores than their peer groups, on both the pre- and post-assessments, at statistically significant levels. (See Table 14.)

**Table 14. Writing Performance by Gender and Ethnicity**

Ethnicity		Pre		Post	
		Number	Average Score	Number	Average Score
<i>White</i>					
	Comparison	44	3.15	41	3.22
	NHD	88	4.10*	88	4.34*
<i>Black/Latino</i>					
	Comparison	77	2.18	71	2.87
	NHD	118	3.10*	119	3.56*
<b>Gender</b>					
<i>Male</i>					
	Comparison	118	2.62	75	3.08
	NHD	137	3.61*	123	4.00*
<i>Female</i>					
	Comparison	85	2.34	54	2.70
	NHD	106	3.30**	101	3.57**

Source: Student writing assessment

\* p<.001; \*\* p<.0001

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### Academic Performance

- Our analysis of differences based on gender or ethnicity showed that, where, overall, NHD students out-performed comparison-group students, findings were consistent for sub-groups: male NHD students outperformed non-NHD males, and female NHD students outperformed non-NHD females. Similarly, Black and Hispanic NHD students outperformed their peer groups, as did white students.
- The differences in student outcomes were also very similar, regardless of gifted/talented status: across sites, our sample of students designated as gifted students was small, and gifted students, NHD or comparison, were performing at relatively high levels. Where comparisons showed NHD students outperforming non-NHD students, this was true of non-gifted sub-groups as well.
- Extremely small samples meant that we could not compare academic performance based on Special Education or Limited English Proficient status.

### Interest and Confidence

- Composite scores show that, compared to their peer groups, NHD students have higher levels of interest and confidence, regardless of ethnicity.
- An examination of interest, engagement, and confidence data by gender, showed that, compared to comparison-group boys, and to all girls, boys participating in NHD reported significantly higher levels, on pre- and post-surveys. Interestingly, levels declined from pre- to post-, which may be due to end-of-school doldrums. (For NHD students, it may have something to do with the middle-schooler's comment about NHD and preparing for a contest: "When you think you're done, you're not.") Girls taking part in NHD also reported higher levels of interest, engagement, and confidence than non-NHD girls, but differences were less dramatic. Table 15 shows the means and significance levels.

**Table 15. Differences between NHD and Comparison Group Students Based on Gender and Levels of Interest, Engagement, and Confidence**

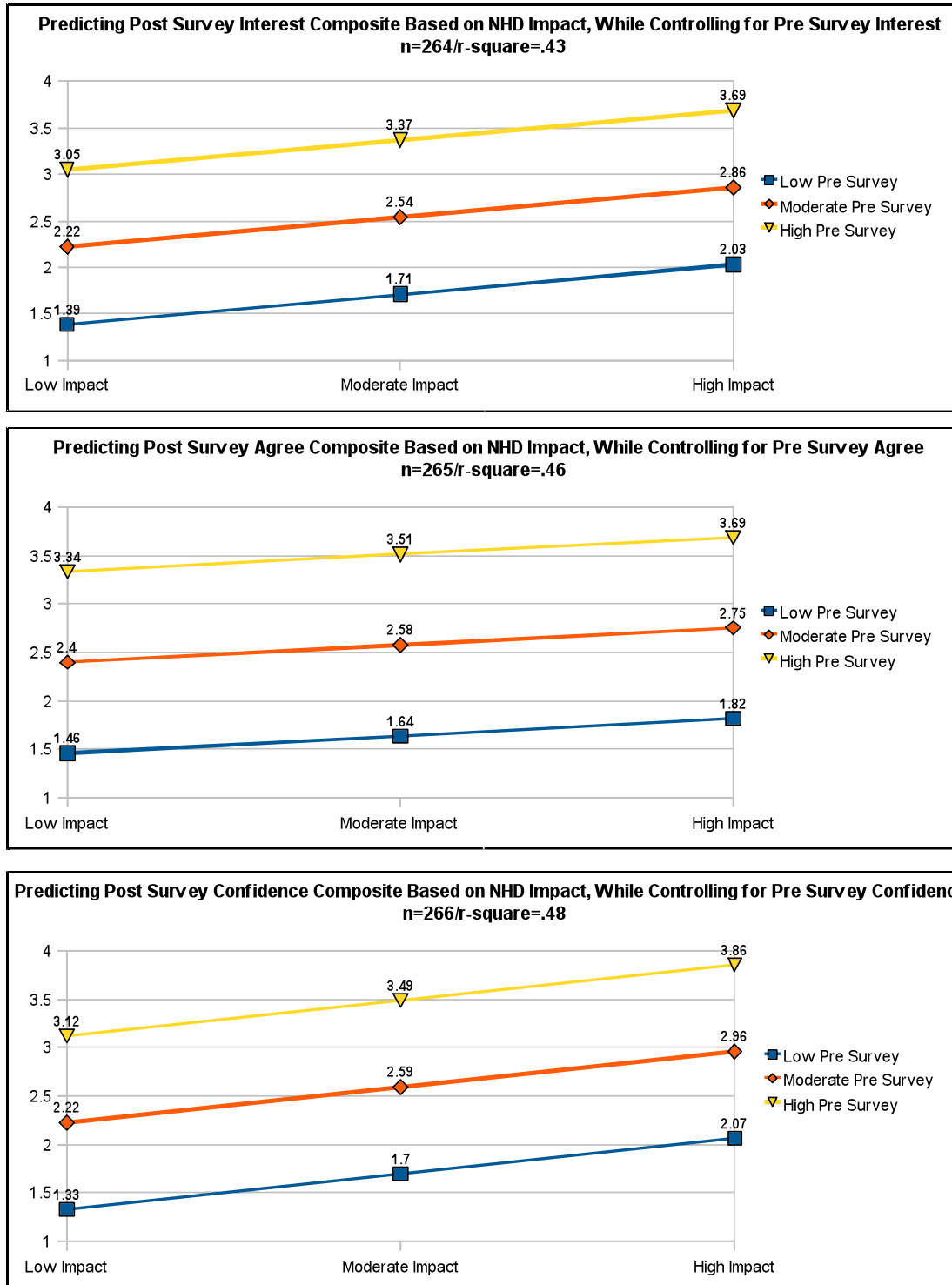
		MALE		FEMALE	
		NHD	Comp	NHD	Comp
Interest Composite					
	Pre-Survey	3*	2.85	2.78	2.81
	Post-Survey	2.92***	2.64	2.76	2.61
Engagement Composite					
	Pre-Survey	2.99***	2.78	2.83	2.7
	Post-Survey	2.94**	2.77	2.84*	2.64
Confidence Composite					
	Pre-Survey	3.11**	2.97	3.01*	2.95
	Post-Survey	3.09*	2.88	2.97*	2.78

Source: Student Surveys \*p<.05; \*\*p<.01; \*\*\*p<.001



Data also suggest a positive link between students' interest in history, civic engagement, and confidence—and their perceptions of impact. Students reporting that NHD has had a greater impact also reported more interest in past and current events, and more confidence in their research skills. Figure 8 shows the regressions graphs for all NHD students.

**Figure 8. Correlations between Impact and Interest, Engagement, and Confidence**

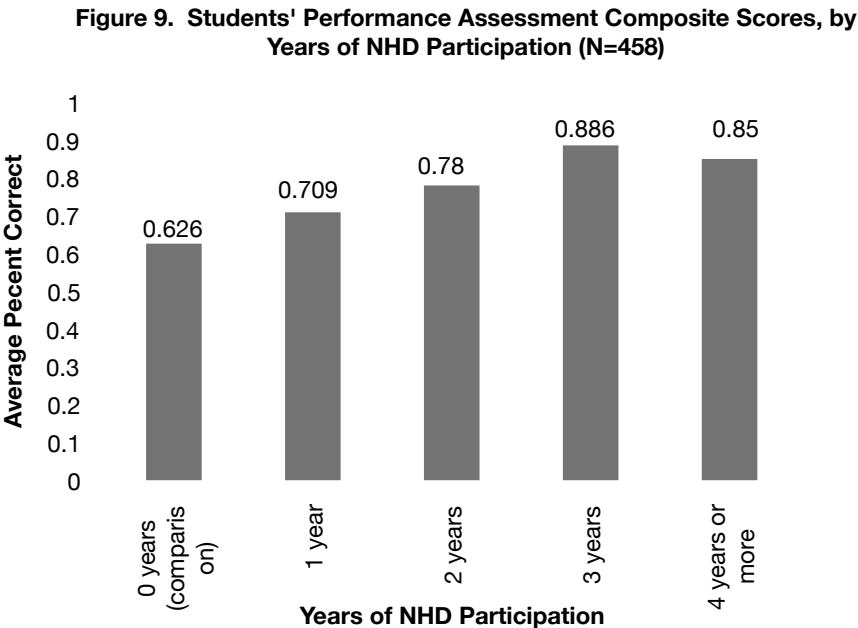


Impact Over Time

Students can participate in NHD for multiple years, from sixth through twelfth grades, and many do. To see whether participation might have a cumulative impact on students, we analyzed data from each component of the study—applied skills, academic performance, and interest and engagement—based on years of participation. It should be noted that the years of participation do not always correspond to grade levels, so upward trends do not necessarily reflect intellectual development. A students’ first of participation could be in sixth grade or twelfth grade, or anywhere in between; students with single or multiple years of participation could be in eighth through twelfth grades (no sixth or seventh graders took part in the study).

Applied Skills

- Composite scores on the performance assessments testing students’ ability to identify and evaluate sources and interpret historical information increased steadily with each year of NHD participation, up to three years; the average percent correct dropped slightly after four or more years (see Figure 9).



Source:

Student Performance Assessment, Composite Scores

Academic Performance

Years of NHD participation also appeared to be linked to upward trends in school performance.

- A comparison of grades to years of participation showed an upward trend, or slightly higher levels of performance with each year of participation. Figure 10 shows Texas students’ 2009 grades in language, social studies, math, and science, based on years of NHD participation; 0 years represents the comparison group. (Comparisons of academic performance and years of

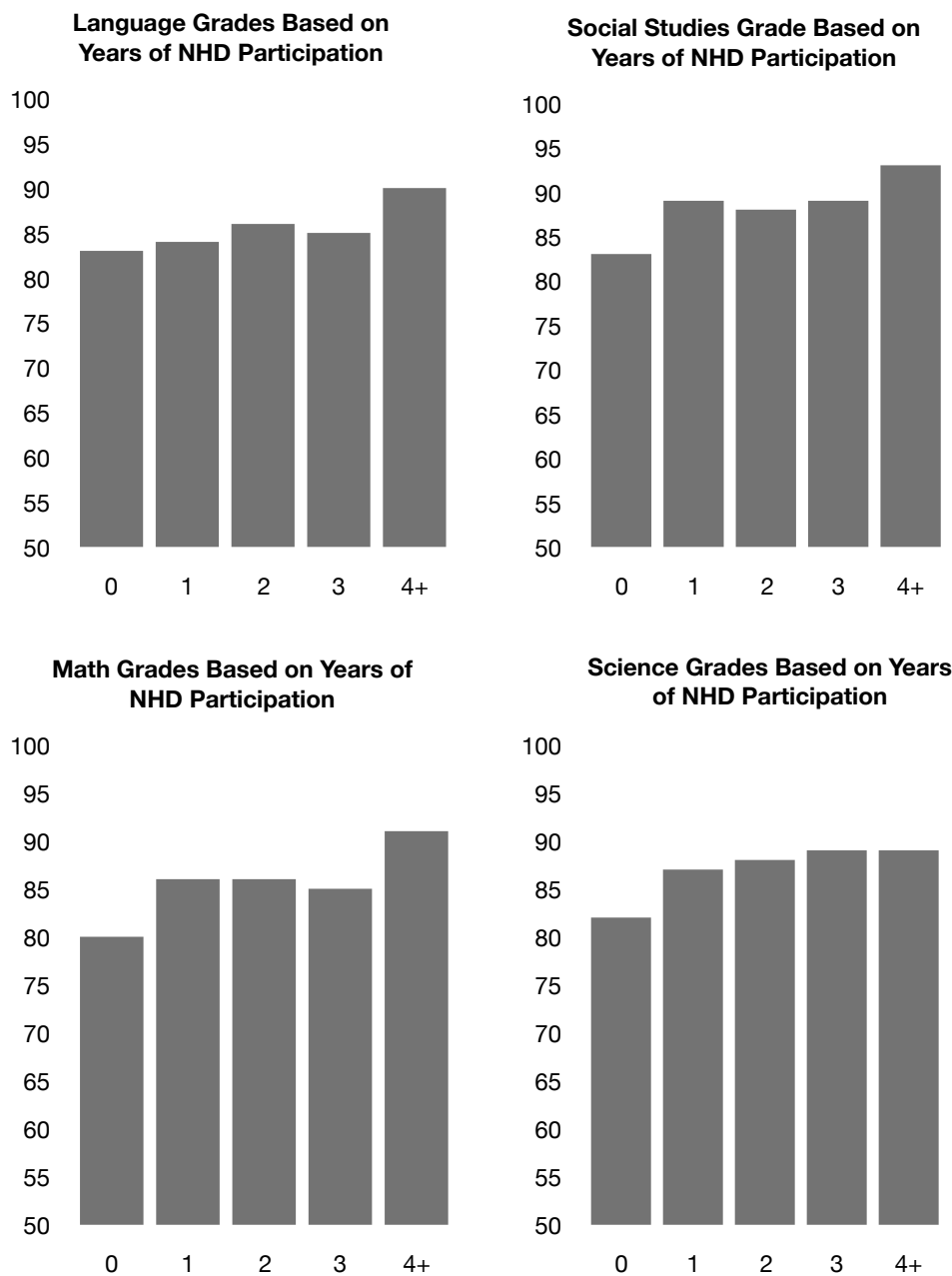
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participation include Aldine, Texas students only because only Aldine stored sufficient data, over time, to conduct analysis.)

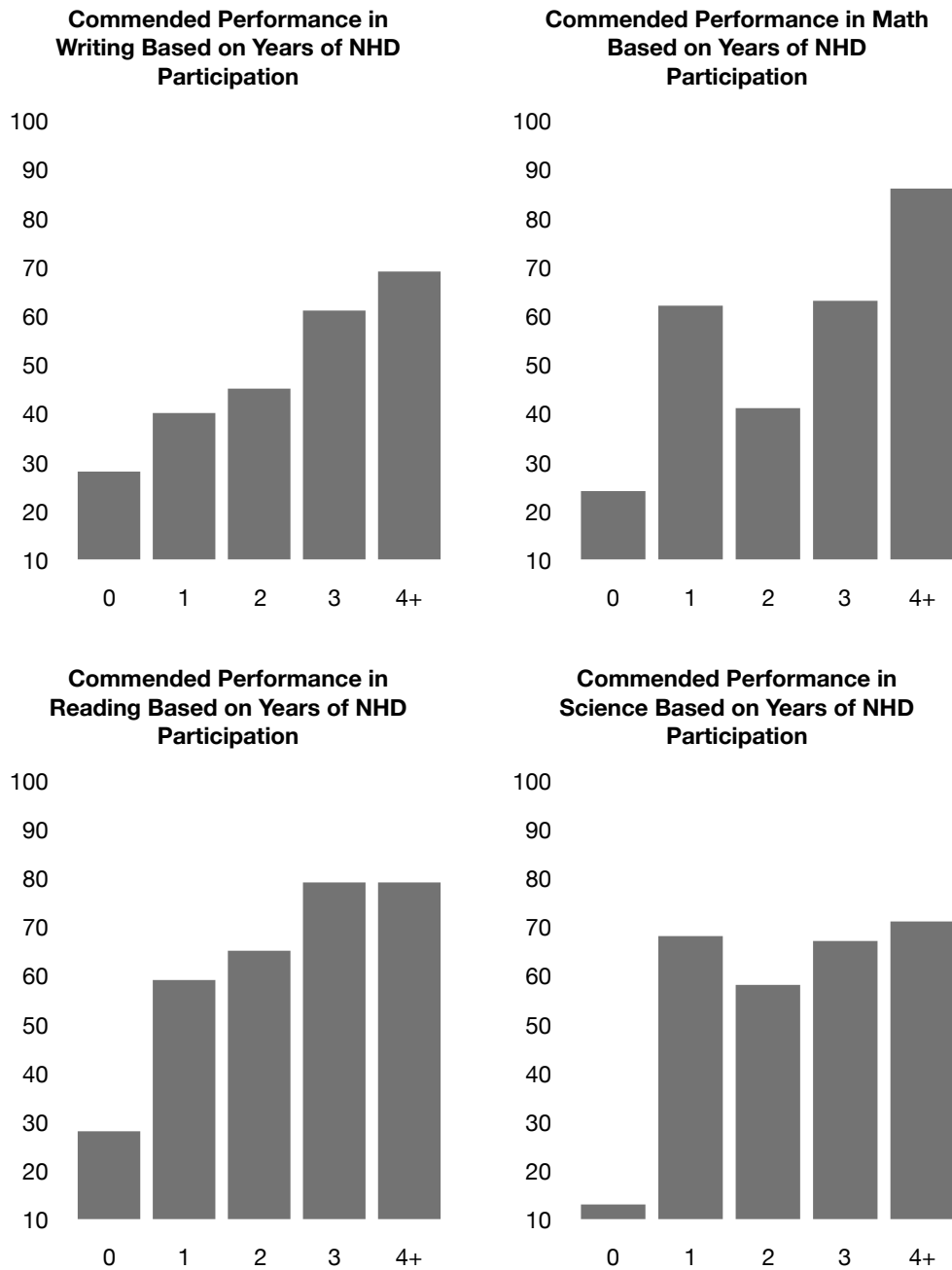
- A comparison of percentages of students receiving Commended performance in writing, math, reading, science, and social studies to years of participation also suggests upward trends or a spike after one year of participation. Figure 11 shows the trends by subject area; Figure 12 combines writing, reading, and social studies in a single graph; 0 years represents the comparison group.

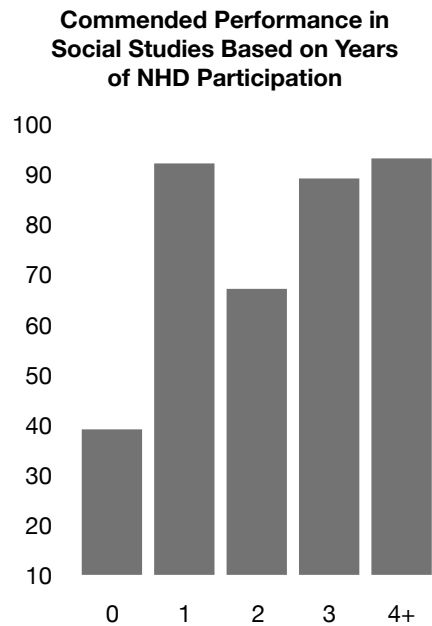
**Figure 10. Grades Based on Years of NHD Participation**



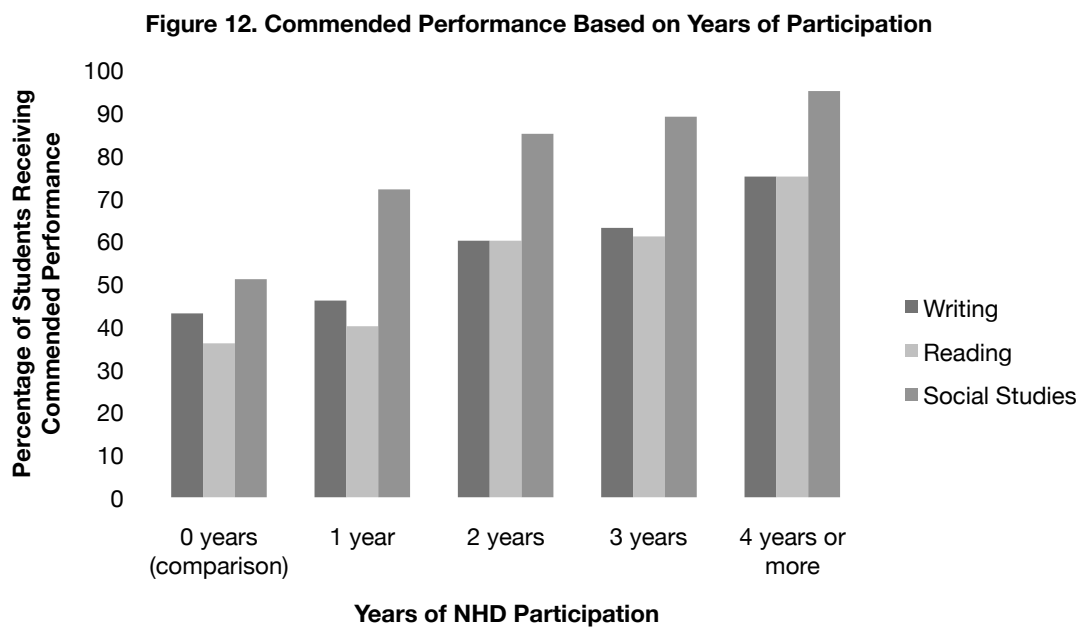
Source: Aldiine Independent School District, 2009 school data

**Figure 11. Percentages of Commended Performance on TAKS Based on Years of NHD Participation**





Source: Aldine Independent School District, 2008 TAKS data

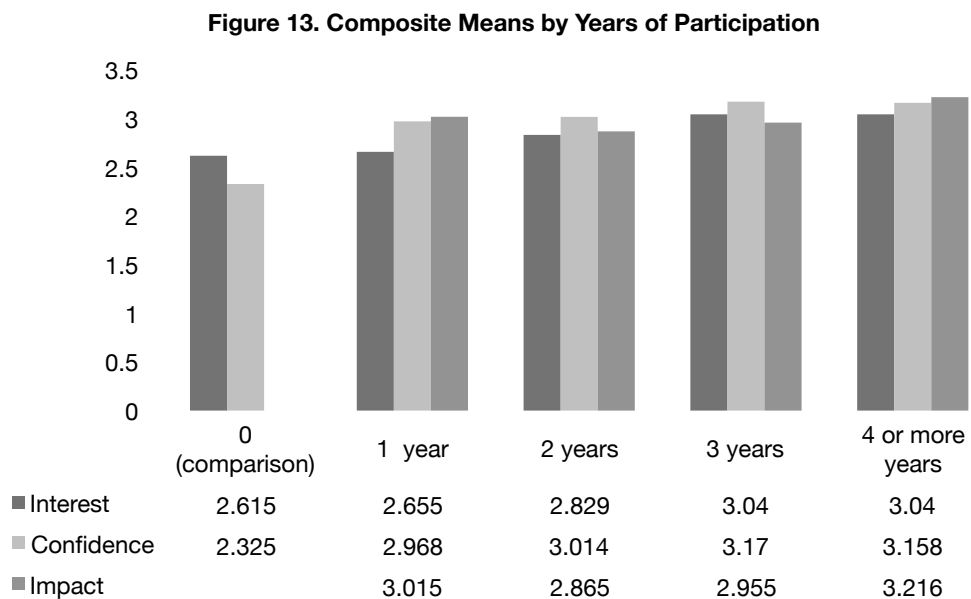


Source: Aldine Independent School District, 2008 TAKS data

**Interest in History and Civic Engagement, and Perceptions of Impact**

- For the interest composite, based on students' ratings of their interest in various historical periods and topics, there was a slight positive change with each year of NHD participation. Comparison group students were significantly lower ( $p < .05$ ) than students with 2 or more years participation in NHD.
- Composites for students' confidence showed that NHD students were more confident in their skills than their comparison-group counterparts, and that confidence builds slightly from year to year. Differences were not statistically significant.
- When we formed composites for NHD students' ratings of the impact of the program on research and communication skills, we found a statistically significant difference from 1 year to 4 years or more (comparison-group students were not asked about impact). These differences were statistically significant at the .01 level.

Figure 13 shows the changes in levels of interest, confidence, and perceived impact, based on years of NHD experience.



Source: Student Post-Survey

- In the civic engagement items, we saw a very slight positive change or difference in engagement between NHD and non-NHD students (significant at the  $p < .05$  level), or from no years participation in NHD to 3 years participation; changes after 1 year of participation were not significant.

# Conclusions & Recommendations For Further Study

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Findings from this study suggest that NHD does the things it sets out to do. Students who participate in the program engage in a level of historical research usually reserved for college students or investigative journalists. They are more confident than their peers in their ability to find and use information, and they outperform them on independent performance assessments that ask them to apply those research skills. They also outperform their peers on assessments of writing—what some feel is the “single academic skill most closely associated with college success.”<sup>25</sup>

There are other indicators that NHD prepares students for the demands of college and careers. Their standardized test scores are often higher, especially in social studies, but also in other academic areas. Many often receive Exemplary or Commended performance ratings. Although it is difficult to credit any single program with student success, there are clear and consistent indications that academic performance improves with successive years of NHD participation.

NHD also prepares students to become part of an informed citizenry. They have a deeper appreciation of history and a more mature perspective on current events—and they begin to think like historians. They exhibit not just cognitive abilities, but also metacognitive skills: they see the big picture in history and the links between past and present events, and their reflections on what historical topics or themes interest them in history suggest a maturity beyond their years.

These accomplishments are not reserved for certain kinds of students: no matter how we analyzed the data—by gender, ethnicity, grade level, and site—NHD students still posted higher scores and higher levels of interest and confidence than their peers.

As we have noted throughout this report, the differences between NHD students and comparison groups were not dramatic. They were, however, very consistent. There is also no mystery about how students develop the skills and dispositions that may give them an edge in college and careers: The program requires a lot of in-depth, sustained work. Teachers set high expectations; judges expect students to be knowledgeable and prepared; students assess their competition and up the bar. The program is not only an excellent way for teachers to meet academic standards, it's a good way for students to set high standards for themselves.

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<sup>25</sup> David T. Conley, “Redefining College Readiness” (Eugene, OR: Educational Policy Improvement Center, 2007). Prepared for the Bill & Melinda Gates Foundation.

## **FURTHER STUDY**

This initial study provides powerful and revealing findings about those who participate in National History Day and, as any useful study, generates as many interesting questions as it answers. Given the breadth and reach of NHD, there are many sub-populations that could be explored, there are a range of outcomes and variables that have yet to be explored, and there are opportunities to explore the program from both the student and the teacher points-of-view. Below we list some of what we identify as the next steps in NHD research, or questions worthy of exploration. There are others that the NHD organization and its larger community may also want to offer, and even others that NHD funders and supporters may want to ask.

- *A study that takes an in-depth look at what teachers do and explores links between classroom practice and student outcomes.* By gathering data on implementation, we could explore questions such as: What impact does the teacher's implementation, or treatment, have on student outcomes, as gauged by their performance on standardized assessments, advancement in competitions, independent performance assessments, and application of skills in other classes? Does, for example, a deliberate focus on writing better equip students to succeed? How do teachers' efforts vary based on grade, student needs, or student population? In what ways does the teacher's level of effort or fidelity to program design affect students' investment of time, self-confidence and satisfaction, or success in the program?
- *A companion study to determine how NHD changes teaching and curriculum.* Documenting what veteran NHD teachers do, or how established NHD programs have defined curriculum or affected practice, we could gather valuable data to answer questions such as: How and how effectively do NHD teachers address—and meet—standards? To what extent do NHD efforts set or change departmental or school-wide, standards-related methods related to, e.g., the degree to which students do self-directed, in-depth research; write full-length essays; or seek out sources beyond required textbooks and resources? Do these efforts and activities affect student and school performance?
- *A study that looks at special populations, such as special education students, at-risk students, English-language learners, or students who do not typically participate in academic programs and competitions.* Questions explored by this study could include: Does NHD improve academic motivation and performance for all students? What impact does NHD participation have on students with special needs? Does participation help these students transition into mainstream academic activities? Does participation lead to changes in ELL designation or produce greater involvement by parents who do not speak English or who are also English Language Learners?

*Findings from the three studies outlined above could further define the program's impact and assemble effective, research-based practices.*



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- *A follow-up study that tracks college or workplace readiness.* We would seek cooperation of faculty and employers, to see if there are differences between NHD students and their peers in students' writing, reading, synthesizing, note-taking, and research skills; their ability to work in teams; their reliance on multiple sources for research and support; their ability to manage multiple tasks, courses, or assignments; and their perseverance in pursuit of degrees and advancement. We could look across multiple post-secondary occupations, and different higher education choices, including community and junior colleges and online degree programs, as well as four-year colleges and universities. We could also explore whether, through research, we could connect these to 21<sup>st</sup> Century skills, and measures of them, in any formal ways.
- *A study of communication that includes writing and oral presentations and arguments.* A study such as this would ask: How does the full array of communication skills students gain through NHD compare to the skills other students acquire through routine schoolwork? Do NHD students' skills transfer to other subject areas, and to college entry and AP assessments? In what other intended and unexpected ways do students apply these skills? Do participating students look at communications careers, as well as more academic content areas (e.g., speech communications, media, marketing, acting, visual arts)?
- *A longitudinal study to track new NHD students for 3-4 years.* Although we examined trends based on years of participation, a study of students' development and application of skills, starting with their first exposure to NHD, was beyond the study's scope. A true pre/post analysis, examining performance, competencies, attitudes and dispositions, and academic pursuits as students move from no exposure to NHD to successive years of participation, could ask: What effect does NHD have on students' academic performance and engagement in school? How do skills and attitudes evolve over time? In what ways or to what extent do skills begin to transfer to other subjects? Does NHD affect students' course selections, academic arcs, and long-term goals? With a comparison group, we could see how NHD students compare to their peers in all these domains.

# Appendix

## Appendix A: Sample Data Request, Aldine, Texas

Data requested for students at Teague Middle School, Eisenhower HS, Nimitz HS, Comparison School	2007-2008 School Year		2008-2009 School Year		2009-2010 School Year	
	Fall 07	Spring 08	Fall 08	Spring 09	Fall 09	Spring 2010
<b>DEMOGRAPHIC DATA</b> (6 <sup>th</sup> – 12 <sup>th</sup> Grades, for each school year) ID, Name, DOB, Ethnicity, Gender, Spec. Ed Status, LEP, Free/Reduced Lunch Status, Grade, Other Special Designation, (e.g., Gifted, IEP, IB program)	X	X	X	X	X	X
<b>TEST SCORE DATA</b>						
<b>*TAKS/TAAS Scores</b>						
Reading (Grades 7, 8, and 9)		X				
Writing (Grade 7)		X				
ELA (Grades 10 and exit level)				X		X
Social Studies (Grades 8, 10, and exit level)				X		X
<b>End of Course Assessments (EOC)</b>						
English I		X		X		X
U.S. History		X		X		X
<b>NAEP (if available)</b>						
Reading (Grade 8)		X		X		
U.S. History (Grades 8 and 12)						X
Civics (Grades 8 and 12)						X
<b>AP Scores (if available)</b>						
History		X		X		X
Government		X		X		X
<b>BEHAVIORAL DATA</b> (Grades 6 <sup>th</sup> – 12 <sup>th</sup> ; should be reported individually, not overall)						
Number discipline referrals	X	X	X	X	X	X
Number of suspension incidents	X	X	X	X	X	X
Number days suspended	X	X	X	X	X	X
Number days attended	X	X	X	X	X	X
Number days enrolled	X	X	X	X	X	X
Number move ins	X	X	X	X	X	X
Number move outs	X	X	X	X	X	X
Withdraw dates	X	X	X	X	X	X

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Data requested for students at Teague Middle School, Eisenhower HS, Nimitz HS, Comparison School	2007-2008 School Year		2008-2009 School Year		2009-2010 School Year	
	Fall 07	Spring 08	Fall 08	Spring 09	Fall 09	Spring 2010
<b>OTHER ACADEMIC</b>						
Grades Received By Subject (6 <sup>th</sup> – 12 <sup>th</sup> Grades)	X	X	X	X	X	X
Grade Point Average (9 <sup>th</sup> – 12 <sup>th</sup> )	X	X	X	X	X	X
AP Courses taken (9 <sup>th</sup> – 12 <sup>th</sup> : English, History, Government) (two columns in excel file—enter 1 in column 1 if enrolled; enter student's grade in column 2)	X	X	X	X	X	X
AP scores, if available		X		X		X
Graduation Status (12 <sup>th</sup> Grade)		X		X		X

**If possible, please set the Excel files up the following way:**

- Each Excel file with the any of the data listed above should include the student's Aldine ID#, STN, Name, school year, and grade for that school year.
- Create one Excel file for each school year (2006-2007, 2007-2008, etc.). Create a worksheet within this file for each grade, or one worksheet with all grades combined.
- One Excel file (or included as part of demographic data file) for each school year, with all students in grades 6 – 12, that includes ID#, name and the following:
  - Did the student participate in National History Day? (Yes=1; No=0)
  - Did the student participate in National History Day in any previous years? (Yes=1; No=0)
  - If yes, in what grades did they participate? (Actual Grade)

**Other School-Level Data, if available:**

- Graduation rates: % NHD students vs. non-NHD students
- College admittance rates % NHD students vs. non-NHD students

**Research Questions**

For comparisons, NHD and non- NHD students will be matched based on gender, ethnicity, need for social services or special classes (LEP, Special Ed, FRL, Gifted), and previous performance on Reading or English Language Arts assessments.

1. Do NHD students differ from their age/grade cohort in academic performance as measured by standardized assessments in reading, language arts, social studies, and other tested subjects?  
Are differences sustained or deepened with continuing participation?
2. Are there differences in the rates of “commended performance” on standardized assessments between NHD and non-NHD students?
3. Are there differences in rates of passing exit exams *the first time* between NHD and non-NHD students?
4. How many NHD students, compared to non NHD-students, receive the TPSP designation on their high school diplomas?

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5. Other areas of impact to explore:

*Changes/trends in attendance (e.g., do attendance rates of students with low or truant records improve when they become involved in NHD? Do rates differ by ethnicity, gender, or LEP status?)*

*Changes/trends in school behavior (e.g., do suspensions/behavioral referrals reflect any similar trends? Trends in student mobility?)*

*Are there other performance differences, e.g., social studies course grades?*

*How do graduation rates differ between NHD and non-NHD students? College admittance rates?*

*How many course credits do NHD students earn by high school graduation, on average, and do these numbers differ from courses taken by non NHD-students?*

*What percentage of NHD complete advanced courses or AP courses—in science, mathematics, English, as well as in history? Do these percentages vary across student characteristics, including sex, race/ethnicity, etc? What percentage of NHD students take AP exams? How well do they do?*

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### Appendix B: Scoring Rubric for Student Writing

Score	Content (position on issue, support, sense of voice & audience)	Organization (structure, focus, flow)	Word Choice & Fluency (phrasing, vocabulary, sentence variety)	Conventions (spelling, grammar, usage, punctuation)
1	No plausible position is taken on the topic; lacking in examples or evidence. No sense of voice or audience	Writing is disorganized, with little or no focus or coherent argument. Lacks a point of view and central idea	Writing contains fundamental vocabulary mistakes. Severely flawed sentence structure	Grammar and word usage errors interfere with meaning; very poor mechanics and/or punctuation.
2	Position on topic is unclear or extremely limited; inappropriate examples or insufficient evidence. Little sense of voice or audience	Writing is poorly organized; lacks focus; problems with coherence or flow of ideas. Only vaguely suggests a central idea.	Writing shows poor use of language; indicates very limited vocabulary and poor word choice. Frequent problems with sentence structure.	Grammar and word usage mistakes are frequent and interfere with meaning; poor mechanics.
3	Position on topic demonstrates critical thinking skill applied inconsistently; inadequate, redundant, or irrelevant examples and support. Apparent but uneven sense of voice & audience	Organization and focus are limited; demonstrates lapses in coherence or flow of ideas Inconsistent point of view and central idea.	Writing displays developing use of language; some weak vocabulary and poor word selection Lacks sentence variety or has awkward phrasing.	Contains many mistakes in grammar, word usage and mechanics, which sometimes interfere with meaning.
4	Position on topic demonstrates competent critical thinking skill; examples and evidence are generally adequate, relevant, and appropriate. Voice of the writer sometimes comes through.	Writing is generally organized and focused; demonstrates some coherence and attention to the flow of ideas. Central idea is generally clear.	Displays adequate, but inconsistent, use of language; vocabulary used is generally appropriate Good sentence structure and some variety.	Writing contains some mistakes in grammar, word usage and mechanics, but they don't interfere with meaning. On balance, strengths outweigh weaknesses.
5	Position is effectively developed; examples and evidence are adequate, relevant, and appropriate. Voice of the writer comes through often.	Writing is well organized and focused; demonstrates coherence and ideas flow well. Consistent point of view and focus with a central idea throughout.	Displays competent use of language; uses appropriate vocabulary. Good sentence structure and variety.	Writing is generally free of mistakes in grammar, word usage, and mechanics.
6	Position is effectively and insightfully developed; examples and evidence are well-chosen, relevant, and appropriate. Voice of the writer comes through clearly & compellingly.	Writing is well organized, clearly focused, & coherent; ideas flow seamlessly. Maintains a consistent point of view and a clearly presented & supported central idea.	Writing displays skillful use of language; vocabulary is accurate and varied; words are appropriately and skillfully chosen. Meaningful and skilled variety in sentence structure.	Writing is free of most mistakes in grammar, word usage, and mechanics.



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**This evaluation and report were made possible with generous funding from Kenneth E. Behring.**

This research was developed under a grant from the U. S. Department of Education. However, the contents do not necessarily represent the policy of the U. S. Department of Education, and you should not assume endorsement by the Federal Government.



# What is National History Day?



www.history.idaho.gov





*National History Day in Idaho* (NHD) is an exciting way to engage students in history. Students choose historical topics related to a theme and conduct extensive primary and secondary research through libraries, archives, museums, and historic sites. After analyzing and interpreting their sources and drawing conclusions about their topics' significance in history, students present their work in original papers, exhibits, performances, websites, and documentaries. These products are entered into competitions in the spring at regional, state, and national levels where they are evaluated by professional historians and educators. Each April students from across Idaho compete in the state finals. The program culminates in the Kenneth E. Behring National Contest held each June at the University of Maryland at College Park.



Educators can apply the program in many ways including as part of the classroom curriculum, as a pull-out program for advanced students, or as an after-school program. The NHD program also helps students fulfill the senior project requirement and meets many State of Idaho Education Standards.

"I have worked with regional students and teachers for over 15 years. Over the years, college students have told me that doing a NHD project in junior and/or senior high was the single most important experience that prepared them for college."

*Barbara Hayes, Central Idaho Regional Coordinator*

### *How does National History Day fit into your curriculum?*

In today's educational climate, with so much pressure from outside the classroom, many teachers are hesitant of fitting additional programs into their curriculum. National History Day is a program that can be integrated into any social studies or history classroom, as it helps teachers expand and enrich the existing curriculum. Educators who teach research skills, engage students in higher-order thinking skills, and ask students to submit a project for assessment find NHD to be the perfect tool. NHD uses an [annual theme](#) to guide student research. This also gives a focus for teaching research and historical content in the classroom. Many teachers incorporate the theme into their everyday teaching, asking students to look for a relationship to the theme in each classroom lesson.

### *Benefits for Teachers*

- Program focus on developing research skills meets many State of Idaho Education Standards in Social Studies and Language Arts
- NHD is an excellent tool for fulfilling the senior project graduation requirement
- Provides a framework for hands-on, student-centered learning
- [New research](#) shows that students who participate in National History Day perform at higher levels of scholastic achievement and are better prepared for college, career, and civic participation

### *Benefits for Students*

- Develops core research skills by using primary and secondary sources, placing their topic in historical context, and conducting analysis and interpretation
- Students are better readers, critical thinkers, and problem solvers
- Opportunity to practice writing and public speaking skills by presenting their research to teachers, students, and historians
- Students cultivate an interest in history by researching a topic of their choice
- Students with different learning styles can choose a project type (performance, exhibit, documentary, etc.) that matches their abilities and interests







"My students have participated in the National History Day program through their Gifted and Talented class for 11 years now. I love that the NHD program gives them an opportunity to take their work beyond the classroom and allows them plenty of choices in topic and type of project, while still holding a very high academic standard. NHD allows students to find excitement and challenge in historical research."

*Elyse Thorpe, Meridian School District*

*It is easy to **implement** a National History Day Program at your school:*

- |                    |   |
|--------------------|---|
| <b>Step One:</b>   | <b>Introduce History Day</b><br>Introduce key learning themes and goals and familiarize students with program rules and guidelines.   |
| <b>Step Two:</b>   | <b>Choosing Topics</b><br>Topics must relate to the annual theme and demonstrate a larger historical impact.  |
| <b>Step Three:</b> | <b>Choosing Projects</b><br>Students choose to present their work in original papers, exhibits, performances, websites, or documentaries.   |
| <b>Step Four:</b>  | <b>Research and Analysis</b><br>Review and practice using primary and secondary sources.  |
| <b>Step Five:</b>  | <b>Creating Projects</b><br>After completing their research, identifying their theme statement and supporting evidence, students prepare a 500 word process paper summarizing their experience with the project.  |
| <b>Step Six:</b>   | <b>Competition</b><br>Students may choose to enter their project in a regional History Day competition and have the opportunity to progress to the state and national levels. Student and teacher scholarship and prize information is available on the Idaho State Historical Society website. |
| <b>Step Seven:</b> | <b>Evaluation</b><br>Evaluations help lay the groundwork for future success.  |

"A student must complete a senior project by the end of grade twelve. The project must include a written report and an oral presentation. Additional requirements for a senior project are at the discretion of the local school district or LEA. If approved by your local school district or LEA, History Day may be an option students can use to satisfy their Senior Project requirement."

*Peter Kavouras, Idaho State Department Education*





"Over the years of both incorporating NHD into my classroom curriculum, and later as regional and state coordinator for the NHD in Idaho, I have witnessed the phenomenal academic growth of students who become involved in historical research. I have often had students and parents tell me that completing a NHD project was the very best thing they did in school and helped them with every class they had in college."

*Karen Grindle, Retired Educator and NHD Coordinator*



"National History Day is a great fit for senior projects. This tested and proven program incorporates a written and oral report; the requirements for all senior projects. NHD allows students to follow their own interests and improves written, oral, and presentation skills. College preparedness is enhanced while students acquire an enthusiasm for history."

*Kurt Zwolfer, Education Specialist, Idaho State Historical Society*



[www.history.idaho.gov](http://www.history.idaho.gov)



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**PLANNING, POLICY AND GOVERNMENTAL AFFAIRS**  
**DECEMBER 8, 2011**

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**SUBJECT**

ACT update on Idaho Class of 2011 college and career readiness

**REFERENCE**

December 2010

The Board received an update on the Idaho Class of 2010 college and career readiness

**BACKGROUND/DISCUSSION**

The concept for the *American College Testing Program* emerged in the 1950s, and the organization itself was founded in 1959.

In the late 1950s, large numbers of students were approaching college age and wanted to attend college. Financial aid to students was increasing, and most colleges desired increasing enrollments. It was in this environment that ACT's founders established *The American College Testing Program, Inc.*, now known as ACT. ACT's first testing program, the ACT Assessment, was designed to serve two purposes:

- to help students make better decisions about which colleges to attend and which programs to study ; and
- to provide information helpful to colleges both in the process of admitting students and in ensuring their success after enrollment

In late 1996, the company underwent a name change from American College Testing to ACT (pronounced "A - C - T"). ACT provides services to K-16 education and educational agencies and to business and industry.

**ATTACHMENTS**

Attachment 1 – PowerPoint presentation

Page 3

**STAFF COMMENTS AND RECOMMENDATIONS**

One of the graduation requirements for Idaho high school students in public schools graduating in 2013 is the requirement that they take at least one college entrance exam by the end of the student's eleventh grade. Student may choose, from the COMPASS, ACT, SAT or Accuplacer. The Department of Education has negotiated a statewide contract for the SAT. Students taking the SAT during one of the scheduled statewide testing days will have the cost of the assessment covered by the state.

In 2011 64% of Idaho graduates took the ACT with and achieved an average score of 21.7.

**BOARD ACTION**

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


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Idaho State Board of  
Education  
December 2011




### College & Career Readiness: The Great Equalizer



Ensuring kids are prepared . . .  
by the time they leave high  
school is the single most  
important thing we can do to  
improve college-completion  
rates.

*Mind The Gaps (ACT, 2010)*


<http://www.act.org/research/policymakers/reports/mindthegaps.html>



### Mind the Gaps: How Readiness Narrows Achievement Gaps in College Success

Academic Factors Related to Success in College


Academic Factors	College Success Indicators				
	First-year enrollment	First-to second-year retention	D or higher grade in first-year courses	First-year GPA of 3.0 or higher	Decreased need for remedial English or mathematics coursework
College readiness	✓	✓	✓	✓	✓
Core curriculum	✓	✓	✓	✓	✓
Additional mathematics coursework	✓	✓	✓	✓	✓
Additional science coursework	✓	✓	✓	✓	N/A



### ACT's College and Career Readiness System was Developed to Help States and Schools...

- Ensure student readiness for postsecondary education and careers
- Monitor student performance over time
- Determine progress toward school, district, state, and college readiness standards


ACT PLAN EXPLORE COMPASS QualityCore



### Idaho Class of 2011

- **11,321** graduates took the ACT
- **64%** of Idaho graduates (+4% from 2010)
- Idaho average score: **21.7** (21.1 nat. avg.)
- Idaho graduates sent more than **24,585** ACT scores to colleges
- **Two** Idaho students achieved a **"Perfect 36"**



ACT programs support college and career  
readiness for all students!

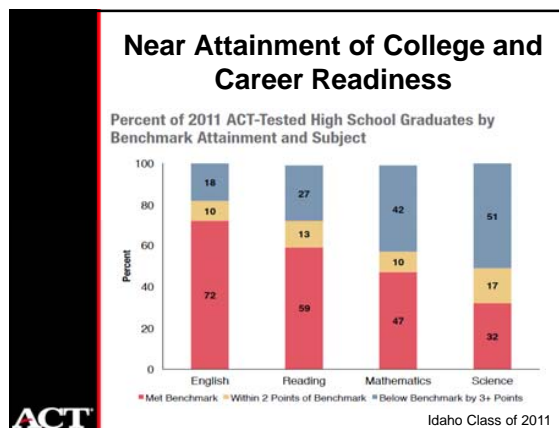
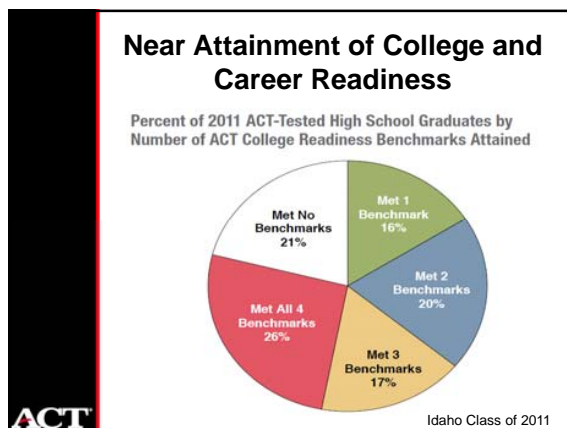
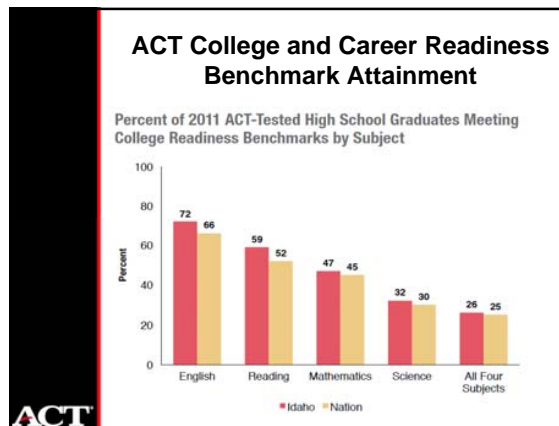
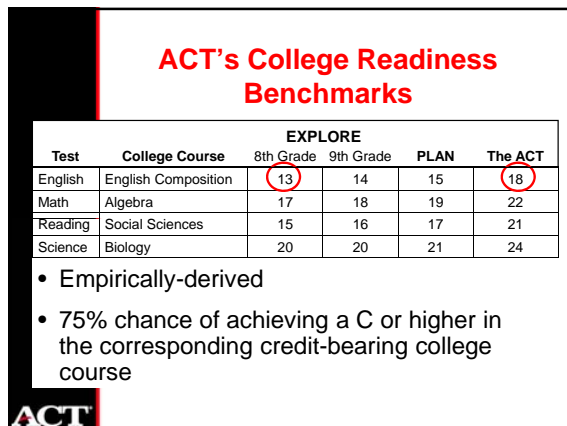


### Western States' Average ACT Scores - Class of 2011

AK	40%	21.2	NE	76%	22.1
AZ	34%	19.7	NV	31%	21.4
CA	24%	22.1	ND	98%	20.7
CO	100%	20.7	OR	35%	21.5
HI	24%	21.3	SD	81%	21.8
ID	64%	21.7	UT	73%	21.8
KS	79%	22.0	WA	20%	22.8
MT	60%	22.1	WY	100%	20.3

National Average Score: 21.1 (+ .1)  
Score Scale: 1-36



### Math Course Patterns & ACT Scores Idaho Class of 2011

MATHEMATICS COURSE PATTERN	N	Percent	ACT Math	Course Value Added <sup>1</sup>
Alg 1, Alg 2, Geom, Trig, & Calc	536	5	24.6	8.0
Alg 1, Alg 2, Geom, Trig, & Other Adv Math	956	8	22.7	6.1
Alg 1, Alg 2, Geom, & Trig	500	4	20.7	4.1
Alg 1, Alg 2, Geom, & Other Adv Math	1,786	16	21.2	4.6
Other comb of 4 or more years of Math	3,662	32	24.0	7.4
Alg 1, Alg 2, & Geom	2,389	21	18.4	1.8
Other comb of 3 or 3.5 years of Math	444	4	20.4	3.8
Less than 3 years of Math	956	8	16.6	-
Zero years / no Math courses reported	92	1	17.3	-

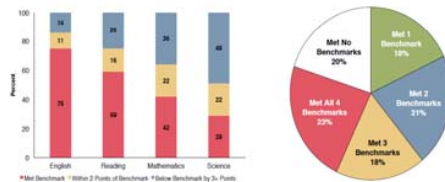
### Math Course Pattern & ACT Benchmarks Idaho Class of 2011

MATHEMATICS COURSE PATTERN	N	Percent Taking Pattern	Avg ACT Math	Percent Meeting Benchmark
Alg 1, Alg 2, Geom, Trig, & Calc	536	5	24.6	75
Alg 1, Alg 2, Geom, Trig, & Other Adv Math	956	8	22.7	65
Alg 1, Alg 2, Geom, & Trig	500	4	20.7	44
Alg 1, Alg 2, Geom, & Other Adv Math	1,786	16	21.2	49
Other comb of 4 or more years of Math	3,662	32	24.0	71
Alg 1, Alg 2, & Geom	2,389	21	18.4	18
Other comb of 3 or 3.5 years of Math	444	4	20.4	38
Less than 3 years of Math	956	8	16.6	6
Zero years / no Math courses reported	92	1	17.3	15



## Early Intervention Support EXPLORE and PLAN

Percent of 2010–2011 PLAN-Tested 10th Graders Meeting College Readiness Benchmarks (N=5,418)



ACT

Idaho 10<sup>th</sup> Graders

## ACT Updates: What's New?

- College & Career Readiness Information System (CCRIS)
  - Online real-time reporting 24/7
  - Give schools/districts the ability to analyze EXPLORE and PLAN item level data and map to ACT College Readiness Standards and Common Core State Standards

ACT

## How ACT and Common Core Align



*A Comparison between ACT's College Readiness Standards™ and ACT Course Standards and the 21 September 2009 Draft of the Common Core State Standards for College and Career Readiness in Reading, Writing, and Speaking and Listening and in Mathematics*

ACT

November 2009

<http://www.act.org/commoncore>

## A First Look at the Common Core and College and Career Readiness



- ACT College Readiness Standards were used in the creation of the Common Core State Standards
- Estimate of student proficiency on Common Core

ACT

<http://www.act.org/commoncore>

## Increasing College and Career Readiness

- Essential Skills
- Common Expectations
- Clear Performance Standards
- Rigorous High School Courses
- Early Monitoring and Intervention
- Data-Driven Decisions

ACT

## For Additional Information:



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ACT West Region

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THANKS for all you do for students!

ACT

ACT

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**PLANNING, POLICY AND GOVERNMENTAL AFFAIRS  
DECEMBER 8, 2011**

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**SUBJECT**

Idaho's 60% Educational Attainment Goal

**REFERENCE**

August 12, 2010

Board approved Idaho State completion goal

August 10, 2011

Board heard 60% Educational Attainment Goal background, analysis, and strategy informational item.

**BACKGROUND/DISCUSSION**

This will be a presentation by Board staff reviewing a credential production scenario that if realized would see Idaho meet its 60% education attainment goal. The scenario's credential breakdown is based on the work of Carnevale, et al. (2010) from the Georgetown University Center on Education and the Workforce where they projected education requirements of Idaho jobs in the year 2018.

The presentation will provide year to year credential-level targets that Idaho's public postsecondary institutions would need to meet in order to achieve the 60% goal. The PowerPoint will also illustrate the positive impacts of increasing postsecondary retention and graduation rates on achieving the goal.

A number of assumptions are imbedded in the scenario, including:

- Idaho will attract an increasingly larger proportion of higher educated people from outside of the state.
- Credential production of the state's private postsecondary institutions will increase over the next 10 years.
- The 25 to 34 year old population will grow from 208,965 in 2010 to 220,600 in 2020.

The presentation will also discuss past and projected future credential production from Idaho's private institutions. These institutions are significantly contributing to the postsecondary education of Idahoans. In fact, BYU-Idaho, the single largest postsecondary credential producer in the state by far, has seen a 50% growth (>1,500 degrees) in Bachelor's and Associate's credentials from AY 2007/2008 through AY 2009/2010.

**IMPACT**

As of 2010, the U.S. Census Bureau's American Community Survey estimates that 31.18% of Idaho's 25 to 34 year old population has an Associate's degree or higher in 2010. Increasing the educational attainment of Idahoans will better prepare them for future job requirements. This would increase the potential to attract out-of-state businesses to Idaho, thus, positively impacting Idaho's economic future.

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

Tracking Idaho's progress toward attaining the 60% goal will be done using the U.S. Census Bureau's annual American Community Survey. In 2012, the survey will capture population estimates of certificate holders, in addition to the on-going estimates of the number of Idahoans with Associate's degrees and higher. This new information should be released in October 2013.

**BOARD ACTION**

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

**J.A. AND KATHRYN ALBERTSON FOUNDATION**

**SUBJECT**

The Foundation's Go On campaign: successes, challenges and how it aligns with the state's 60% degree/certificate goal.

**BACKGROUND/DISCUSSION**

Idaho has made some gains in the last two years in the number of students matriculating all the way from the 9<sup>th</sup> grade through postsecondary but it still leaves us ranked at 40<sup>th</sup> in the nation. The state has set an aggressive goal of 60% of Idahoans with a degree or certificate by 2020 and the foundation has been in the forefront of the public awareness campaign and has implemented other less visible projects to support the attainment of this goal.

The J.A. and Kathryn Albertson Foundation believes all Idahoans need training and education after high school to compete in the 21<sup>st</sup> century. We have adopted the 60% goal set by the Board and have developed initiatives to support this effort. An overview of the current focus areas will be provided:

- More Degrees
- More Information
- More Options

Specific information will then be provided on the More Degrees initiatives (Go On, Continuous Enrollment, Scholarships) including both lessons learned and challenges.

**BOARD ACTION**

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

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**SUBJECT**

Idaho State Board of Education 2013-2017 Strategic Plan

**REFERENCE**

March 2008	Board reviewed initial Strategic Plan proposal
April 2008	Board approved the 2009-2013 Strategic Plan and Planning Calendar
January 2009	Board provided input on need for further in-depth planning
February 2009	Board approved 2010-2014 Strategic Plan
November 2009	Board met to develop 2011-2015 Strategic Plan
December 2009	Board discussion on strategic plan direction
February 2010	Board approved Goals and Objectives for 2011-2015 Strategic Plan
April 2010	Board postponed strategic plan approval to June 2010 meeting
June 2010	Board approved 2011-2015 State Board of Education Strategic Plan
December 2010	Board approved 2011-2015 State Board of Education Strategic Plan

**APPLICABLE STATUTE, RULE, OR POLICY**

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

**BACKGROUND/ DISCUSSION**

The Board's strategic plan is used to define the vision and mission of Idaho's K-20 educational system. The strategic plan is used to guide future growth and development, and establish priorities for resource distribution. Strategic planning provides a mechanism for continual review to ensure excellence in education throughout the state. The strategic plan not only defines the Board's purpose, but establishes realistic goals and objectives that are consistent with its governing ideals, and communicates those goals and objectives to the agencies and institutions under the Board, the public, and other stakeholder groups.

According to the Board's master planning calendar, the Board is scheduled to review and approve its strategic plan annually in December. The institutions and agencies then use the Board's approved strategic plan to inform their annual updates to their own strategic plans. The agencies and institutions bring their strategic plans forward for approval in April of each year with an option for final approval in June.

At the October 2011 Regular Board meeting the Board had an opportunity to review performance measure and discuss potential changes in performance measure and benchmarks for the December 2011 approval. Additionally, institution and agency staff were requested to contact the Board office regarding

any suggested changes to the current performance measures and benchmarks. Comments were received from the Department of Education regarding the possibility of combining the advanced opportunity measures into one measure in order to avoid disincentivizing any one of the advanced opportunities as well as the need to change the ACT performance measure to account for any college entrance exam with a benchmark indicating college readiness. Due to the timing of information and the need to look more fully into the available data for these measures will be addressed in next year's update of the strategic plan.

### **IMPACT**

Once approved, the institutions and agencies under the Board can align their strategic plans to the Board's strategic plan. The Board will use the strategic plan to prioritize its direction for education in Idaho. It will also use the plan to determine how progress will be measured in meeting the goals of the plan. By focusing on critical priorities, Board staff, institutions and agencies can direct limited resources to maximum effect. Institutions and agencies will then submit their strategic plans for initial input and approval at the April 2012 Board meeting.

### **ATTACHMENTS**

Attachment 1 – 2013–2017 Idaho State Board Education Strategic Plan Page 5  
Attachment 2 – Performance Measure Report Page 11

### **STAFF COMMENTS AND RECOMMENDATIONS**

There have been minor wording changes to a couple of the performance measures to further define the data being collected. There is also a continuing discussion regarding the ability to define and collect the cost of college. At this time staff were unable to collect the cost to deliver college from peer institutions. There needs to be further discussion regarding the use of this performance measure and benchmark. Additionally the definition for university collaborations is being worked on in order to collect reliable and consistent data.

At the October 2011 Board meeting it was asked that staff make sure the plan contains measures of quality as well as accountability. The plan currently contains performance measures regarding student performance on the Idaho State Achievement Test, ACT, and remediation. Additionally, at the October Board meeting the Board identified the need for the institutions to include in their strategic plans the following measures: Retention, Dual Credit/Enrollment, the Number of Certificates/Diplomas Conferred, the Cost Per Credential Produced by Program, and some other efficiency measure yet to be determined.

Board staff recommends approval.



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**BOARD ACTION**

I move to approve the 2013-2017 Idaho State Board of Education Strategic Plan as submitted and to authorize the Executive Director to finalize performance measures and benchmarks as necessary.

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

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**IDAHO STATE BOARD OF EDUCATION  
2013-2017  
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

**Performance Measures:**

- 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%

- Number of students enrolled in WICHE Professional Student Exchange Program.  
**Benchmark:** 8

## **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.

**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 – less than 55%

**Benchmark:** 4 year – less than 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

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# PLANNING, POLICY AND GOVERNMENTAL AFFAIRS

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		2017	Performance for School Year Ending in Spring:					
Goal/Objective	Performance Measure	Benchmark	2007	2008	2009	2010	2011	
Goal 1: A Well Educated Citizenry								
Goal 1, Objective A: Access.	Annual amount of State-generated need-based financial aid from Opportunity, LEAP, & SLEAP Scholarships.	\$10,000,000		\$2,635,400	\$2,488,700	\$1,687,600	\$953,200	
	...amount from the Opportunity Scholarship.			\$1,923,700	\$1,777,000	\$976,000	\$248,000	
	...amount from the LEAP Scholarship.			\$611,700	\$611,700	\$611,700	\$606,100	
	...amount from the SLEAP Scholarship.			\$100,000	\$100,000	\$99,900	\$99,100	
	Annual number of merit & need based state-funded scholarships awarded.	20,000		9,089	10,878			
	funded scholarships awarded.	\$16,000,000		\$8,012,827	\$7,963,490			
	Amount of need-based aid per student.	\$489		\$51	\$43	\$28		
	state funded aid. white/white, non-hispanic. all other race/ethnicities.	TBD 63,000 4,000		67,927 17,968	66,862 22,448	75,634 22,221		
Goal 1, Objective B: Higher Level of Educational Attainment	High School graduation rate as defined in the Accountability Workbook.	90.00%	88.29%	89.70%	91.69%	92.40%		
	Percent of High School graduates who enroll in postsecondary education within 12 months of graduation.	60.00%		49.10%		Not updated as of 11/15/11		
	Percent of Idahoans (ages 25 to 34) who have a college degree or [at least a 1 year] certificate.	60% by 2020	33.42%	34.10%	31.44%	31.18%		
	Percent of high school students enrolled in dual credit courses.	25.0%	6.2%	7.3%	10.0%	12.0%	13.2%	
	Number of credits earned in dual credit courses.	180,000	23,537	30,565	35,862	43,131	46,134	
	Percent of high school students enrolled in tech prep courses.	27.0%	17.2%	15.6%	21.1%	22.9%	26.3%	
	Percent of students taking AP exams.	10.0%	6.3%	6.3%	7.0%	7.7%	8.2%	
	Number of AP exams.	9,000		6,319	6,840	7,897	8,584	
	Percentage of full-time and part-time first-year freshmen at 4-Year Institutions returning for second year.	70.00%	63.70%	60.40%	64.60%			
	Percentage of full-time and part-time first-year freshmen at 2-year Institutions returning for second year.	60.00%	46.80%	51.20%	51.00%			
Goal 1, Objective C: Adult Learner Re-Integration.	Number of Bridge Programs.	6				1	4	
	Number of adults enrolled in upgraded or customized training (including statewide fire & emergency services training programs.	52,500	43,678	50,154	51,555	50,532	51,260	
Goal 1, Objective D: Transition	Number of degrees conferred in STEM fields.	2,177	1,756	1,650	1,648	1,714		
	Number of University of Utah Medical School graduates who are residents in one of Idaho's graduate medical education programs....being worked on .	8						
	Parentage of Boise Family Medicine Residency Graduates Training/Practicing in Idaho.	60%	67%	75%	56%	56%	55%	
	Percent of Psychiatry Residency Program graduates practicing in Idaho.	50%		100% (2)	0%	50% (1)	50% (1)	
	Number of Students Enrolled in WICHE Programs	8	8	8	8	8	6	
Goal 2: Critical Thinking & Innovation								
Goal 2, Objective A: Critical Thinking, Innovation & Creativity.	Institution funding from competitive Federally funded grants.	\$112,000,000	\$90,428,710	\$76,490,071	\$93,537,598	\$122,966,139	\$112,458,680	
	Institution funding from competitive industry funded grants.	\$7,200,000	\$4,708,754	\$6,226,448	\$6,016,139	\$10,589,050	\$3,955,569	
Goal 2, Objective B: Innovation & Creativity.	Percent of students participating in internships or undergraduate research....being worked on .	30.00%						
Goal 2, Objective C: Quality Instruction.					N/A due to many (but not all) of these students "banking" their scores...not accurate comparison, per Scott Cook.			
	Percent of students scoring in the proficient or advance ranges on the Idaho Standards Achievement Test - 10th Grade Reading.	100.00%	78.80%	85.70%		86.40%	87.20%	

# PLANNING, POLICY AND GOVERNMENTAL AFFAIRS

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Percent of students scoring in the proficient or advance ranges on the Idaho Standards Achievement Test - <b>10th Grade Math.</b>	100.00%	72.70%	76.60%	N/A due to many (but not all) of these students "banking" their scores...not accurate comparison, per Scott Cook.	76.80%	78.50%
Percent of students scoring in the proficient or advance ranges on the Idaho Standards Achievement Test - <b>10th Grade Language.</b>	100.00%	64.20%	68.80%	N/A due to many (but not all) of these students "banking" their scores...not accurate comparison, per Scott Cook.	71.50%	72.60%
Percent of students scoring in the proficient or advance ranges on the Idaho Standards Achievement Test - <b>10th Grade Science.</b>	100.00%		66.90%	N/A due to many (but not all) of these students "banking" their scores...not accurate comparison, per Scott Cook.	67.90%	69.30%
Percent of students scoring in the proficient or advance ranges on the Idaho Standards Achievement Test - <b>5th Grade Reading.</b>	100.00%	78.50%	84.30%	86.40%	88.00%	88.10%
Percent of students scoring in the proficient or advance ranges on the Idaho Standards Achievement Test - <b>5th Grade Math.</b>	100.00%	73.00%	78.00%	77.90%	79.80%	80.90%
Percent of students scoring in the proficient or advance ranges on the Idaho Standards Achievement Test - <b>5th Grade Language.</b>	100.00%	68.80%	74.20%	77.20%	77.20%	78.70%
Percent of students scoring in the proficient or advance ranges on the Idaho Standards Achievement Test - <b>5th Grade Science.</b>	100.00%		60.10%	66.40%	64.90%	67.40%
Average composite ACT score.	24.0	21.4	21.5	21.6	21.8	21.7
Percent of elementary and secondary schools meeting adequate yearly progress (AYP) or other equivalent measurements - Reading.	100.00%		84.57%	88.15%	92.10%	92.70%
Percent of elementary and secondary schools meeting adequate yearly progress (AYP) or other equivalent measurements - Math.	100.00%		80.85%	81.57%	88.20%	88.40%
Percent of elementary and secondary schools meeting adequate yearly progress (AYP) or other equivalent measurements - Language.	100.00%		72.41%	76.17%	84.20%	87.96%

### Goal 3: Effective & Efficient Delivery Systems

Goal 3, Objective A: Cost Effective & Fiscally Prudent.	Cost per FTE per year to deliver undergraduate instruction at 4-year institutions.		\$12,710	\$138	\$138	\$130
	Average number of credits earned at completion of an Associates degree program.	60	Full-time = 100.6; Part-time = 88.7; Transfer = 99.9 (doesn't include LCSC data)			
	Average number of credits earned at completion of Bachelor's degree program.	140	Full-time = 139.8; Part-time = 141.5; Transfer = 140.0 (doesn't include LCSC data)			
	Percent of 2-year postsecondary first-time freshman who graduate from an Idaho High School in the previous year requiring remedial education in math and/or language art.	<55%	71.1%	71.1%	73.0%	65.5%
	Percent of 4-year postsecondary first-time freshman who graduate from an Idaho High School in the previous year requiring remedial education in math and/or language arts.	<20%	26.3%	20.3%	27.7%	24.2%
	Institution primary reserve ratio comparable to the advisable level of reserves.	> or = 5%				BSU=2.7%; ISU=5.9%; U of I=1.6%; LCSC=3.5%

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Goal 3, Objective B: Data-driven Decision Making	Develop a P-20 to workforce longitudinal data system with the ability to access timely and relevant data.	This will be done by 2015.	In Progress	In Progress	8 of 10 "Elements Met" and 3 of 10 "Actions Met" for the Data Quality Campaign
Goal 3, Objective C: Administrative Efficiencies	Number of collaborative projects.	10			

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**SUBJECT**

U.S. Department of Education (US DOE), Institute of Educational Sciences (IES) Statewide Longitudinal Data Systems Grant Application for State Education Agencies (SEA) to Develop or Enhance Statewide Longitudinal Data Systems (SLDS)

**APPLICABLE STATUTE, RULE, OR POLICY**

Board Policy Section V.N. Grants and Contracts

**BACKGROUND/ DISCUSSION**

In April 2009 the State Board of Education was awarded a \$6M IES, Statewide Longitudinal Data System grant to aid efforts currently underway by the State Department of Education for building a K-12 statewide longitudinal data warehouse. The State Department of Education is managing the efforts on that grant as they design and develop the K-12 Idaho System for Educational Excellence (ISEE).

As part of the American Reinvestment and Recovery Act of 2009, the IES invited states to apply for grants to design, develop and implement statewide P-20 longitudinal data systems to capture student level data from preschool to high school, college, and career. In December 2009, the Office of the State Board of Education collaborated with the State Department of Education, the eight public postsecondary institutions, the Division of Professional-Technical Education, and the Idaho Department of Labor to complete the grant application. In May 2010, Idaho was notified that their application did not meet the requirements necessary to receive funding. While Idaho did not receive funding, one of the proposed outcomes of the grant application included a multi-state collaboration facilitated through the Western Interstate Commission for Higher Education (WICHE) with Idaho, Washington, Oregon and Hawaii. WICHE received funding from the Gates Foundation for this multi-state collaboration. The data includes both postsecondary and workforce partnerships. WICHE is facilitating the multi-state data collaboration for which they received funding, allowing Idaho to participate in these efforts.

When Idaho accepted State Fiscal Stabilization Funds, in the Phase I application, Idaho's Governor was required to assure that our state would take action and make progress in four areas of education reform. The second of which indicates Idaho will establish a P-16 longitudinal data system that includes elements described in section 6401(e)(2)(D) of the America COMPETES Act (20 U.S.C. 9871 (e)(2)(D)). In the Phase II application, Idaho was required to provide data in each of the four areas of reform. Additionally, the Phase II application required further commitment to meet the 12 Data System Elements required in the America Competes Act. Idaho's Phase II application indicated that Idaho would meet several of the 12 Data System Elements through the P-20 SLDS grant. As a condition of meeting the 12 Data System Elements, Idaho must have, at a

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minimum, a P-16 statewide longitudinal data system in place by January 31, 2012.

In May 2010, the U. S. Department of Labor's Employment and Training Administration announced the Workforce Data Quality Initiative, to provide State Workforce Agencies the opportunity to develop and use State workforce longitudinal administrative data systems. Grant assistance may be used to design, plan for, and develop workforce data systems that are longitudinal and which are designed to link with relevant education data systems.

The purpose of the Workforce Data Quality Initiative was to help states accomplish a combination of the following objectives:

1. Develop or improve state workforce longitudinal data systems
2. Enable workforce data to be matched with education data to create longitudinal data systems with individual-level information from Pre-K through postsecondary and the workforce.
3. Improve the quality and breadth of data in workforce longitudinal data systems.
4. Use longitudinal data to provide information about program operations and to analyze the performance of education and training programs.
5. Provide information to consumers to help them select education and training programs.

There was a total of \$12.2M available; \$1M available per state or \$3M for a consortium of states over a three-year grant period. The state workforce agency was the eligible applicant to apply for this grant. Unfortunately, Idaho was not one of the 13 successful states to receive funding.

The IES has requested applications for the next round of SLDS grants. Proposals for this new round of grants are due December 15, 2011. The states that received funding in the 2009 ARRA SFSF statewide longitudinal data system funding are not eligible, and Idaho did not receive funding under that grant. There are 20 states that are therefore not eligible to apply for this round of funding. This round of funding is limited to one of three areas – 1) K-12 SLDS (only if the state has not received a K-12 grant), 2) Early Childhood, or 3) P-20 SLDS. The intention is to apply for a P-20 SLDS grant. A successful application for funding would broaden the capabilities of Idaho's P-20 SLDS. The planned areas of focus for this proposal would be to fund the following objectives:

- Enhance the EDUID system to include additional matching criteria
- Develop the link to labor data
- Pilot a proof of concept for driving business rules to source data systems
- Develop data and feedback reports for Teacher Preparation at the postsecondary level

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**IMPACT**

In order to apply for the P-20 SLDS grant, the State Board of Education would need to provide a letter of commitment that indicates the State Board of Education intends to do the following:

1. Sign a legally-binding cooperative agreement with the Idaho Department of Labor for sharing the individual student data and permissible information (up to and including Social Security Numbers) for developing and maintaining the longitudinal database, conducting the analysis and meeting the deliverables as outlined in the grant application;
2. Serve as a conduit for collecting all postsecondary data for the longitudinal database from all of Idaho's public postsecondary institutions and the State Department of Education and forwarding it to the Idaho Department of Labor; and to
3. Provide the staffing and financial resources necessary for meeting the Boards responsibilities as outlined in the Memorandum of Understanding.

**STAFF COMMENTS AND RECOMMENDATIONS**

This funding with participation of the Idaho Department of Labor to fulfill the labor objectives and the State Department of Education on other objectives will provide additional resources, shorten the implementation timeline for the P-20W SLDS and enhance the capabilities. The potential for funding from the IES supports the Board's current postsecondary longitudinal data requirements. Board staff recommends partnership and collaboration with the Idaho Department of Labor, the State Department of Education, in the design, drafting, and submission of the P-20 SLDS grant.

**BOARD ACTION**

I move to approve staff apply for the Statewide Longitudinal Data System grant and to authorize the Executive Director to sign the letter of commitment on behalf of the Board.

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

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**AUDIT COMMITTEE  
DECEMBER 8, 2011**

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<b>TAB</b>	<b>DESCRIPTION</b>	<b>ACTION</b>
<b>1</b>	<b>FINANCIAL STATEMENTS REVIEW</b>	Motion to approve
<b>2</b>	<b>2011 COLLEGE and UNIVERSITIES' FINANCIAL RATIOS</b>	Information item
<b>3</b>	<b>OFFICE OF THE STATE BOARD OF EDUCATION - FY 2011 LEGISLATIVE AUDIT</b>	Information item

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**AUDIT COMMITTEE  
DECEMBER 8, 2011**

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**SUBJECT**

Presentation of the Colleges and Universities annual financial statements by institution management and audit findings by the Board's external auditor

**APPLICABLE STATUTE, RULE OR POLICY**

Idaho State Board of Education Bylaws, Section V.H.4.f.

**BACKGROUND/DISCUSSION**

The Board contracts with Moss Adams LLP, an independent certified public accounting firm, to conduct the annual financial audits of Boise State University, Idaho State University, University of Idaho, Lewis-Clark State College, and Eastern Idaho Technical College. FY 2011 is the seventh year that Moss Adams has conducted audits of the financial statements for the colleges and universities.

The audits are conducted in accordance with Generally Accepted Government Auditing Standards and include an auditor's opinion on the basic financial statements.

Along with this agenda item, Board members will receive for each institution the Independent Auditor's Report and Financial Statements for the Year Ended June 30, 2011, which also contains the Management's Discussion and Analysis.

**IMPACT**

Vice Presidents for Finance and/or the Controllers for each institution will present their financial statements for fiscal year 2011 to the Board. This will be followed by Moss Adams presentation of their audit findings.

The audited financial statements present the financial activity at each audited institution and include the following reports:

- Management's Discussion and Analysis
- Statement of Net Assets
- Statement of Revenues, Expenses and Changes in Net Assets
- Statement of Cash Flows
- Notes to the Financial Statements

**STAFF COMMENTS AND RECOMMENDATIONS**

In early October, institution management presented their financial statements to the Audit Committee and Board staff.

In early October, Moss Adams conducted a preliminary review of their audit findings with members of the Audit Committee and Board staff.

**AUDIT COMMITTEE  
DECEMBER 8, 2011**

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**BOARD ACTION**

I move to accept from the Audit Committee the Fiscal Year 2011 financial audit reports for Boise State University, Idaho State University, University of Idaho, Lewis-Clark State College, and Eastern Idaho Technical College, as presented by Moss Adams LLP.

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

**AUDIT  
DECEMBER 8, 2011**

---

**SUBJECT**

FY 2011 College and Universities' Financial Ratios

**BACKGROUND/DISCUSSION**

The ratios presented measure the financial health of the institution and include the composite index comprised of four ratios. The ratios are designed as a management tool to measure financial activity and trends within an institution. They do not lend themselves to comparative analysis between institutions because of the varying missions and current initiatives taking place at a given institution. An important caveat is that affiliated entities (e.g. foundations) are reported as component units in the colleges' and universities' financial statements. Foundation assets in particular may have a material effect on an institution's ratios even though foundation assets are not liquid for purposes of institutional operating expenses. As such, the institutions' respective ratios may be artificially inflated by foundation assets. That said, these ratio benchmarks are the industry standard, and no benchmarks have been developed which exclude affiliated entity assets.

Ratio	Measure	Benchmark
Primary reserve	Sufficiency of resources and their flexibility; good measure for net assets	.40
Viability	Capacity to repay total debt through reserves	1.25
Return on net assets	Whether the institution is better off financially this year than last	6.00%
Net operating revenues	Whether institution is living within available resources	2.00%
Composite Index	Combines four ratios using weighting	3.0

**IMPACT**

The ratios and analyses are provided in order for the Board to review the financial health of each institution and to show the relative efficiency of their enterprise.

**ATTACHMENTS**

Boise State University	Page 3
Idaho State University	Page 4
University of Idaho	Page 5
Lewis-Clark State College	Page 6

**STAFF COMMENTS AND RECOMMENDATIONS**

The institutions will present a brief analysis of the financial ratios and be available for questions by the Board.

**AUDIT**  
**DECEMBER 8, 2011**

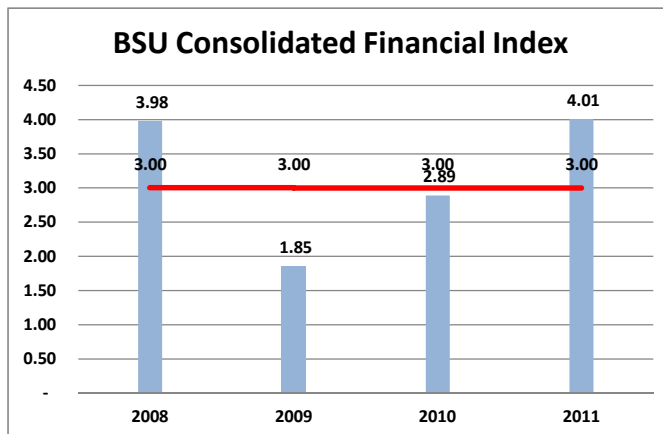
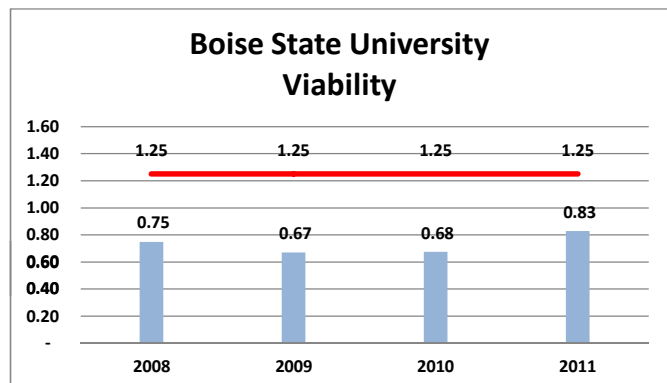
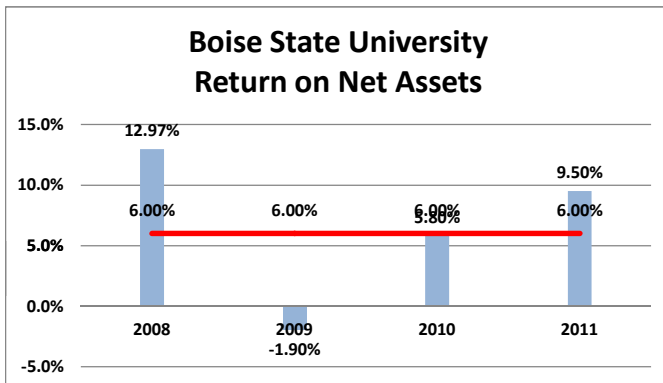
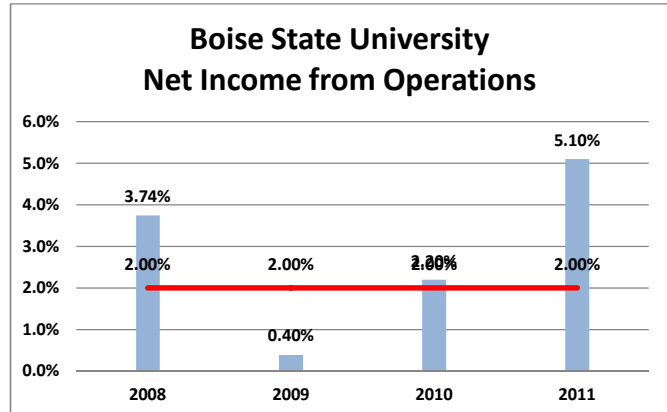
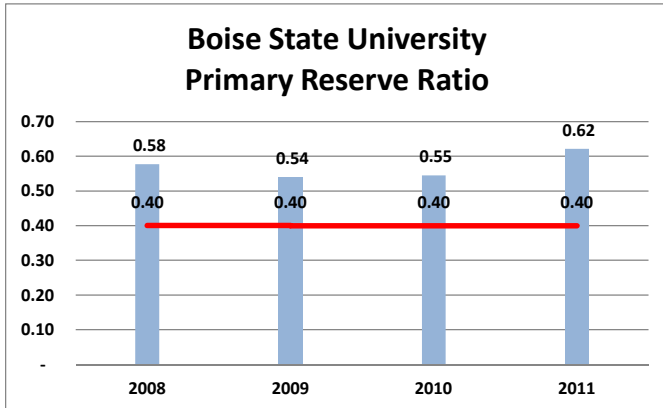
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**BOARD ACTION**

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

## Boise State University

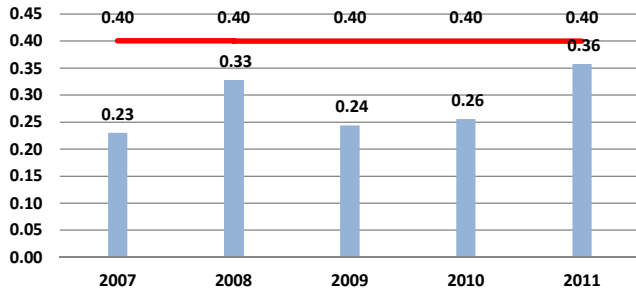
	2008	2009	2010	2011	Benchmark
Primary Reserve	0.58	0.54	0.55	0.62	0.40
Net Operating Revenues	3.7%	0.4%	2.2%	5.1%	2.00%
Return on Net Assets	13.0%	-1.9%	5.8%	9.5%	6.00%
Viability	0.75	0.67	0.68	0.83	1.25
CFI	3.98	1.85	2.89	4.01	3.00



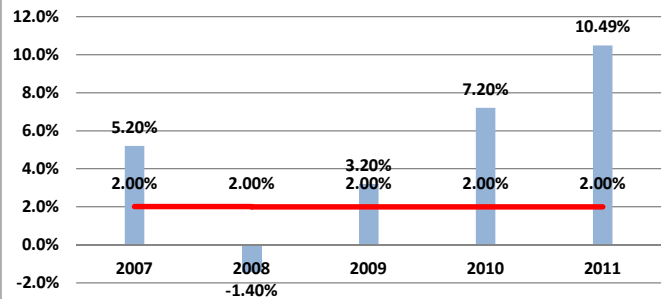
## Idaho State University

	2007	2008	2009	2010	2011	Benchmark
Primary Reserve	0.23	0.33	0.24	0.26	0.36	0.40
Net Operating Revenues	5.2%	-1.40%	3.20%	7.20%	10.49%	2.00%
Return on Net Assets	12.7%	1.65%	2.80%	7.70%	14.48%	6.00%
Viability	0.64	0.79	0.61	0.68	1.02	1.25
CFI	3.2	1.5	1.9	2.6	4.7	3.0

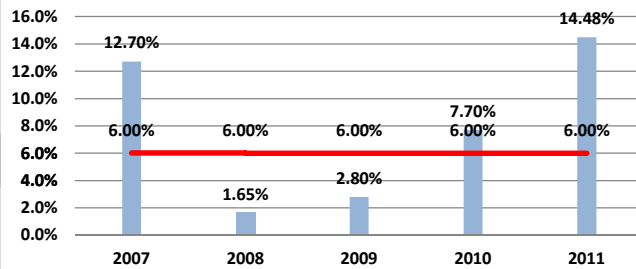
**Idaho State University  
Primary Reserve**



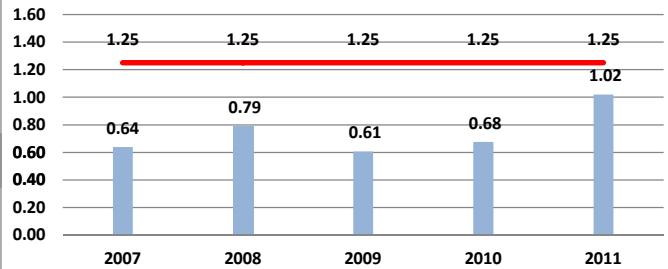
**Idaho State University  
Net Income from Operations**



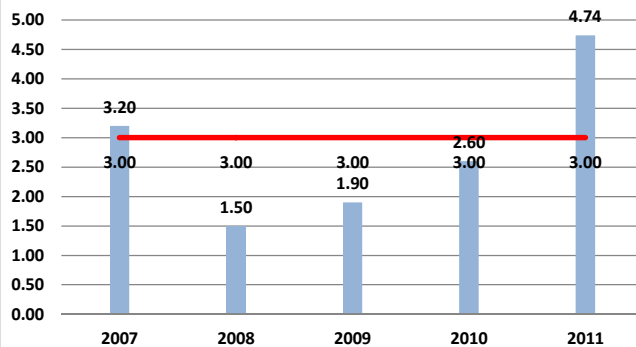
**Idaho State University  
Return on Net Assets**



**Idaho State University  
Viability**



**ISU Consolidated Financial Index**

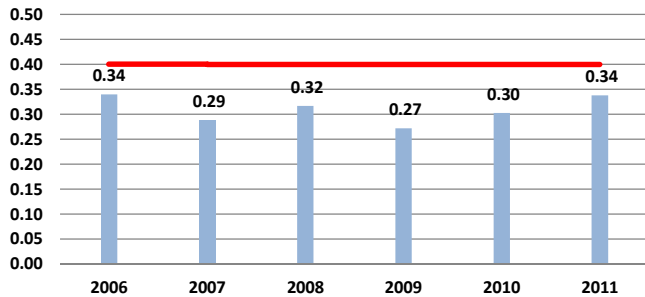




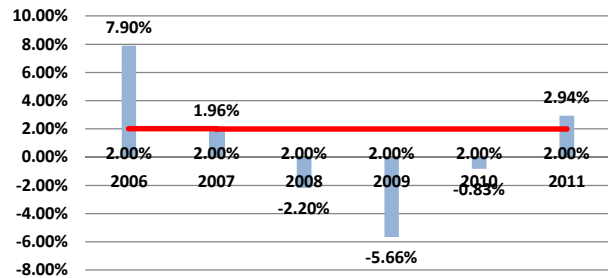
## University of Idaho

	2006	2007	2008	2009	2010	2011	Benchmark
Primary Reserve Ratio	0.34	0.29	0.32	0.27	0.30	0.34	0.40
Net Operating Revenues	7.90%	1.96%	-2.20%	-5.66%	-0.83%	2.94%	2.00%
Return on Net Assets	11%	7.71%	0.41%	-5.49%	5.80%	8.53%	6.00%
Viability	0.9	0.81	0.72	0.66	0.66	0.81	1.25
CFI	3.9	2.4	1.31	0.28	1.87	2.646168	3.0

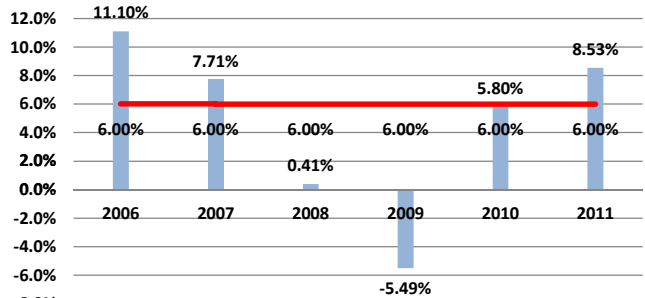
**University of Idaho  
Primary Reserve Ratio**



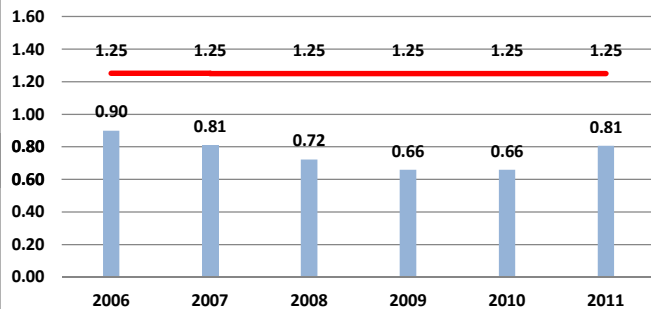
**University of Idaho  
Net Income from Operations**



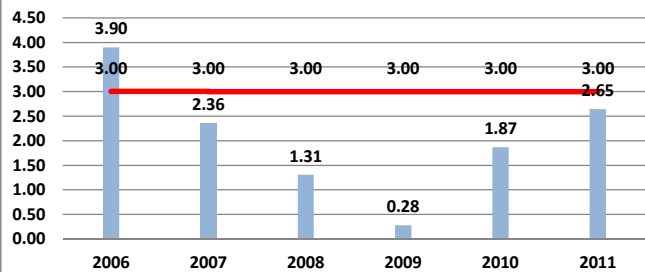
**University of Idaho  
Return on Net Assets**



**University of Idaho  
Viability**

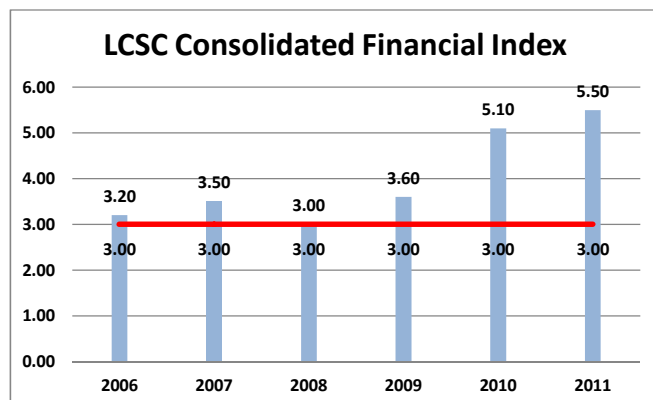
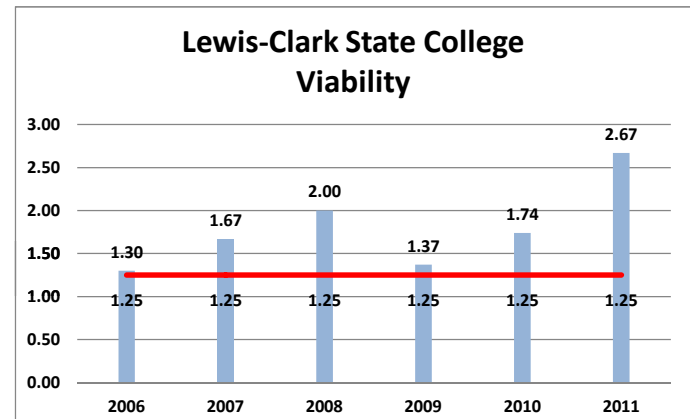
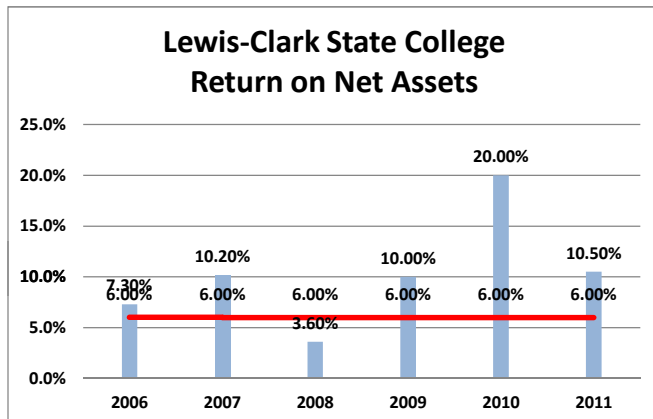
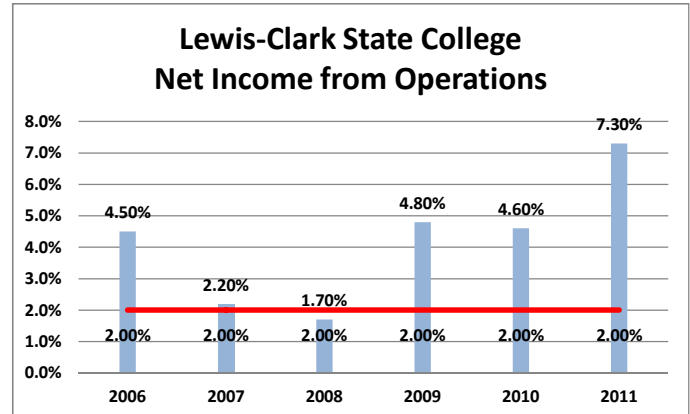
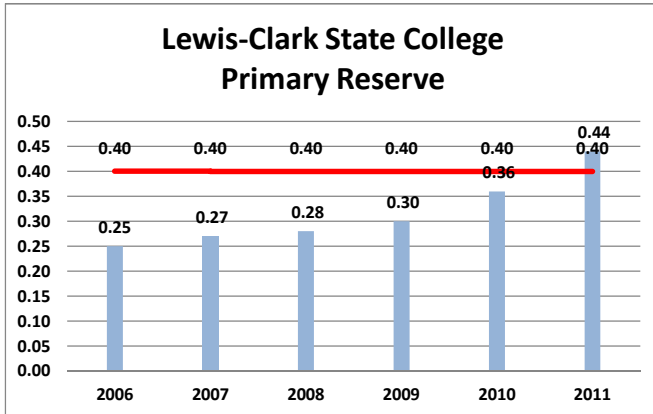


**University of Idaho  
Consolidated Financial Index**



## Lewis-Clark State College

	2006	2007	2008	2009	2010	2011	Benchmark
Primary Reserve	0.25	0.27	0.28	0.30	0.36	0.44	0.40
Net Operating Revenues	4.5%	2.20%	1.70%	4.80%	4.60%	7.30%	2.00%
Return on Net Assets	7.3%	10.20%	3.60%	10.00%	20.00%	10.50%	6.00%
Viability	1.3	1.67	2.00	1.37	1.74	2.67	1.25
CFI	3.2	3.5	3.0	3.6	5.1	5.5	3.0



**AUDIT COMMITTEE MEETING  
DECEMBER 8, 2011**

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**SUBJECT**

FY 2011 Legislative Audit: Office of the State Board of Education

**APPLICABLE STATUTE, RULE, OR POLICY**

Audit Committee Charter

**BACKGROUND/DISCUSSION**

The Audit Committee Charter provides that the Committee shall assist the State Board of Education ("Board") in its financial oversight responsibilities over the institutions under the Board's governance including the Office of the State Board of Education ("Office"). The Legislative Services Office's Audit Division reviews the Office every three years. Staff brought the audit report to the Committee for its review. The Committee had no questions or concerns.

**IMPACT**

The attached management report has been released and made public by authority of the Joint Finance-Appropriations Committee (JFAC) co-chairs.

The management review covers the fiscal years ended June 30, 2008, 2009 and 2010. The review covered general administrative procedures and accounting controls to determine if activities are properly recorded and reported. Legislative Audits did not identify any significant conditions or weaknesses in the general administrative and accounting controls of the Office.

**ATTACHMENTS**

Legislative Services Office Management Report

Page 3

**STAFF COMMENTS AND RECOMMENDATIONS**

Staff had no comments or recommendations

**COMMITTEE ACTION**

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

**AUDIT COMMITTEE MEETING  
DECEMBER 8, 2011**

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State of Idaho

Legislative Services Office

## Management Report

A communication to the Joint Finance-Appropriations Committee

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# OFFICE OF THE STATE BOARD OF EDUCATION

FY 2008, 2009, AND 2010

Report MR50110  
Date Issued: October 7, 2011

*Serving Idaho's Citizen Legislature*



Idaho Legislative Services Office  
Legislative Audits Division

Don H. Berg, Manager

## OFFICE OF THE STATE BOARD OF EDUCATION

### SUMMARY

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#### **PURPOSE OF MANAGEMENT REVIEW**

We conducted a management review of the Office of the State Board of Education covering the fiscal years ended June 30, 2008, 2009, and 2010. Our review covered general administrative procedures and accounting controls to determine that activities are properly recorded and reported.

The intent of this review was not to express an opinion, but to provide general assurance on internal controls and to raise the awareness of management and others of any conditions and control weaknesses that may exist and offer recommendations for improvement.

#### **CONCLUSION**

We did not identify any significant conditions or weaknesses in the general administrative and accounting controls of the Office.

#### **FINDINGS AND RECOMMENDATIONS**

There are no findings and recommendations in this report or the prior report.

#### **PRIOR FINDINGS AND RECOMMENDATIONS**

The prior report contained one finding and recommendation, which was evaluated as part of the current review and is satisfactorily closed.

#### **AGENCY RESPONSE**

The Board has reviewed the report and is in general agreement with its contents.

#### **FINANCIAL INFORMATION**

The following financial data is for informational purposes only.

**OFFICE OF THE STATE BOARD OF EDUCATION – FY 2010**

Fund	Description	Appropriation Balance	Plus Receipts	Plus Net Transfers	Less Disbursements	Appropriation Balance
0001	General Fund	\$36,128,531	\$0	\$0	\$35,663,556	\$464,975 *
0125	Indirect Cost Recovery Fund	161,367	19,854	0	0	181,221
0346	American Reinvestment Fund	0	1,339,827	0	1,339,700	127
0348	Federal Fund	5,561,955	2,807,099	(99,671)	1,111,279	7,158,104 **
0349	Miscellaneous Revenue Fund	840,727	362,336	41,235	76,064	1,168,234
0403	Opportunity Scholarship Fund	20,837,741	227,357	0	895,667	20,169,431
0506	Community College Fund	3,700	0	7,300	0	11,000
		<u>\$63,534,021</u>	<u>\$4,756,473</u>	<u>(\$51,136)</u>	<u>\$39,086,266</u>	<u>\$29,153,092</u>

\*Amount reverted to General Fund

\*\*Federal cash advance for the U.S. Department of Education GEAR UP scholarship program.

**OTHER INFORMATION**

We discussed other issues which, if addressed, would improve internal control, compliance, and efficiency.

This report is intended solely for the information and use of the State of Idaho and the Office of the Board of Education and is not intended to be used by anyone other than these specified parties.

We appreciate the cooperation and assistance given to us by the executive director, Mike Rush, and his staff.

**ASSIGNED STAFF**

Patrick Aggers, CPA, CFE, Managing Auditor

J.E. Bowden, CPA, CFE, In-Charge Auditor

Brian Butkus, Staff Auditor

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## AGENCY RESPONSE

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IDAHO STATE BOARD OF EDUCATION  
650 W. State Street | P.O. Box 83720 | Boise, Idaho 83720-0037  
208-334-2270 | FAX: 208-334-2632  
email: board@osbe.idaho.gov

September 23, 2011

Don Berg, Division Manager  
Legislative Services Office  
Legislative Audits Division  
State Capitol, Rm E135  
Boise, ID 83720

Dear Mr. Berg,

I have reviewed the Fiscal Year 2008-2010 Management Report conducted by your office, and am pleased to note that there are no findings or recommendations contained in the report for this audit period. The report concludes "We did not identify any significant conditions or weaknesses in the general administrative and accounting controls of the office." I hereby accept the audit report and its conclusion.

The Office of the State Board of Education is committed to maintaining the highest operating standards and welcomes this opportunity to review and improve our procedures and internal controls.

It was a pleasure working with your staff, and I especially want to thank J. E. Bowden, CPA, and Brian Butkus for their cooperation and professionalism throughout the course of their work.

Sincerely,

A handwritten signature in cursive script, reading "Mike Rush".

Mike Rush  
Executive Director

# APPENDIX

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## HISTORY

The constitutional and statutory authority for the State Board of Education and the Board of Regents of the University of Idaho is found in Article IX, Sections 2 and 10, of the Idaho Constitution and throughout Title 33 of the Idaho Code. Idaho Code, Section 33-102A establishes the Office of the State Board of Education as an executive agency of the Board.

## PURPOSE

The Office of the State Board of Education assists the Board in the execution of its legal responsibilities. Consistent with that role, the Office functions to:

- Provide information, analysis, and recommendations associated with the Board's decision-making process, including policy decisions affecting K-12, student assessment, higher education programming, college and university building projects, and financing.
- Coordinate the function and activities of those agencies and institutions governed by or funded through the Board.
- Initiate, in cooperation with those agencies and institutions, long-term planning efforts responsive to emerging legal, social, and fiscal events in the State, region, and nation.
- Interact, as directed by the Board, with other branches and representatives of State government.
- Provide public information with respect to the Board, its policies, and its institutions.
- Establish and coordinate the Board's plan for K-12 and higher education in Idaho.
- Administer all programs and services assigned to the Board by statute, regulation, or appropriation.

The Office is funded by a General Fund appropriation, as well as federal funds used to support various positions and activities relating to federal grant management. Miscellaneous funds are used to administer proprietary schools and the GIANTS program. General Fund appropriations are also appropriated to health education and special programs.

In addition to the activities and duties described above, the Office is the State Education Agency (SEA) that has the authority to receive all federal education funds. While the majority of these funds are passed directly to the State Department of Education and then to local districts, a small percentage of federal funds, with the assistance of State dollars, are used to operate programs which the Board oversees.

## Health Education Programs

The General Fund appropriation for health education is used for the Western Interstate Commission for Higher Education–Professional Student Exchange Program (WICHE-PSEP); the Washington, Wyoming, Alaska, Montana, Idaho (WWAMI) compact; the Utah/Idaho Medical Program; the Family Practice Residency Program; and the Psychiatry Residency Program.

WICHE-PSEP provides Idaho residents an opportunity to attend an out-of-state optometry program. WWAMI provides Idaho residents access to medical seats at the University of Washington School of Medicine. The Utah/Idaho Medical Program provides Idaho residents access to medical seats at the University of Utah School of Medicine. This appropriation helps cover the costs of the students' education.

Idaho's two Family Practice Residency Programs provide the final three years of formal family physician residency training. The program encourages newly graduated medical doctors to practice in Idaho. The Family Practice Residency of Southwest Idaho Program, located in Boise, provides training for nine new residents each year. The Idaho State University Family Residency Program, located in Pocatello, provides training for four new residents each year. Patient fees, local hospital contributions, and the State General Fund pay for the programs. Students from both the Idaho State College of Health Sciences and Health Related Profession and Boise State University's College of Health Sciences also receive training in the residency programs.

The Psychiatry Residency Program offers training for residents who spend the first two years at University of Washington and the last three years in Boise. Clinical rotations are at the Boise Veterans Administration Hospital, St. Alphonsus Regional Medical Center, St. Luke's Regional Medical Center, and rural rotations around the State.

### **Special Programs**

Scholarships and grants provide financial support to students attending Idaho's post-secondary educational institutions. The following scholarship and grant programs are funded by General Fund appropriations and federal funds:

#### Idaho Promise Scholarship - Category A

Offers approximately 100 new scholarships each year (up to 400 total active recipients) to outstanding Idaho high school seniors who plan to pursue post-secondary academic or vocational studies at one of Idaho's public or private institutions of higher education. The Office of the State Board of Education determines award amounts.

#### Idaho Promise Scholarship - Category B

Provides up to \$250 per semester for all Idaho high school seniors graduating with a grade point average of at least 3.0 or an ACT score of at least 20. The scholarships are limited to two years and to students younger than 22 years of age. Recipients must maintain at least a 2.5 GPA to remain eligible. Participating institutions may provide up to a 1:1 match.

#### Opportunity Scholarship

A need-based scholarship is designed on a shared responsibility model with State dollars being the "last dollars." This means that a student must apply for federal aid and have a self or family contribution element before they would be eligible for the Opportunity Scholarship. In fiscal years 2008 and 2009, \$10 million was put into an endowment fund to provide funding for these scholarships.

Other Scholarship programs governed by the Board include:

- Atwell J. Parry College Work-Study Program
- Minority/"At Risk" Student Scholarship Program
- Teachers/Nurses Loan Forgiveness Program
- Freedom Scholarship
- Police/Firefighters Scholarships
- "Grow Your Own" Teacher Corp. Scholarship
- Leveraging Educational Assistance Program (LEAP)
- Paul Douglas Teacher Scholarship
- Byrd Scholarships

**Other Programs**

The Idaho Council for Technology in Learning (ICTL) was created to apply technology to meet the public need for an improved and thorough public education system. The ICTL consists of 14 members, including legislators, the State Superintendent of Public Instruction, a private business representative, a State Board of Education member, and other public officials involved in education. The Council's goal is to ensure coordination and effective implementation of State-funded learning technologies. The Council makes recommendations for expenditures of ICTL funds. The State Board of Education must approve these recommendations before funds may be spent.

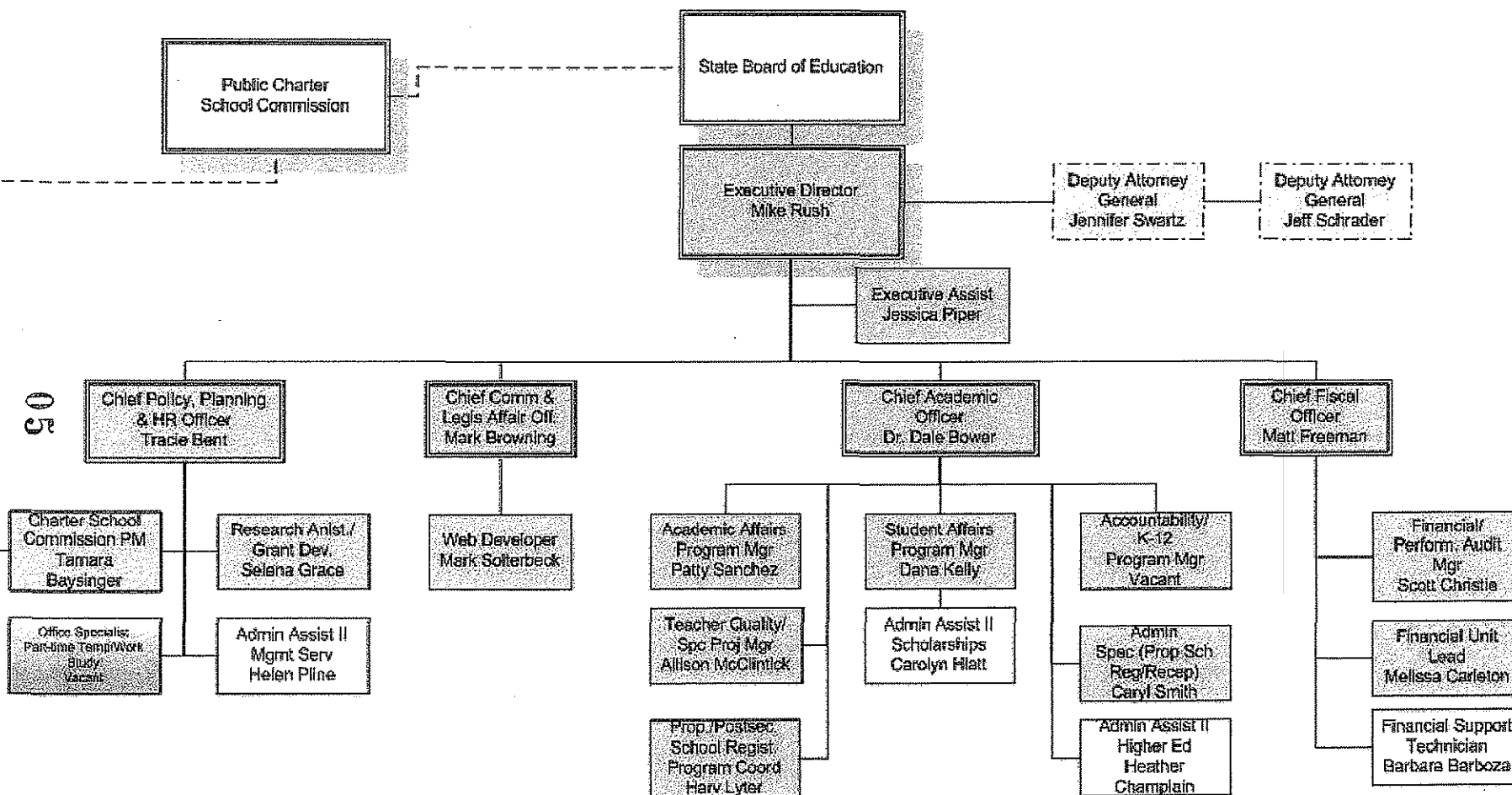
**ORGANIZATION**

The State Board of Education consists of eight members. The Governor appoints seven members to five-year terms. The State Superintendent of Public Instruction serves as the executive secretary of the Board.

The Board appoints the executive director of the Office of the State Board of Education. The current executive director is Mike Rush. A professional staff and general administrative staff assist the executive director. The Office's organization chart is illustrated on the following page.

# Office of the State Board of Education

AUDIT COMMITTEE



TAB 3 Page 12

Purple filled positions are non-classified; yellow-filled positions are classified positions; gray-filled positions are group positions.  
AAII Mgmt Serv. supports all of Management Services (Policy/Planning and Communications)

**BUSINESS AFFAIRS AND HUMAN RESOURCES  
DECEMBER 8, 2011**

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<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 – Second Reading	Motion to approve
<b>2</b>	<b>AMENDMENT TO BOARD POLICY</b> Section II.G.1.b. – First Reading	Motion to approve
<b>3</b>	<b>AMENDMENTS TO OPTIONAL RETIREMENT PLAN DOCUMENT</b>	Motion to approve
<b>4</b>	<b>BOISE STATE UNIVERSITY</b> Retirement Plan Revisions – Chris Peterson	Motion to approve
<b>5</b>	<b>UNIVERSITY OF IDAHO</b> Multi-Year Contract for Clinical Law Instructor and Associate Dean for Boise Programs	Motion to approve

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**BUSINESS AFFAIRS AND HUMAN RESOURCES  
DECEMBER 8, 2011**

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**SUBJECT**

Board Policy, Section II. Subsections A., C., F., G., H. and P. – Second Reading

**REFERENCE**

October 2011                      Board approved first reading to Board policies II. A., C., F., G., H. and P.

**APPLICABLE STATUTES, RULE OR POLICY**

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

**BACKGROUND / DISCUSSION**

In October 2011 the Board approved the first reading to amend Board policy subsections referenced above.

**IMPACT**

Board staff identified reports required in policy which are unnecessary, duplicative or discretionary. 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**

There were no changes from the first reading. Staff recommends approval.

**BOARD ACTION**

I move to approve the second reading of the amendments to Board Policy II. A., C., F., G., H. and P., as presented.

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

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**GOVERNING POLICIES AND PROCEDURES****SECTION: II. HUMAN RESOURCES POLICIES AND PROCEDURES****Subsection: A. Authority and Scope****December 2011**

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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.

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.

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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 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 February report should include information on each coach's performance relative to the academic incentives of his or her contract.
  - b. Upon request, a report of 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 faculty members that were granted tenure;

(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.

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**GOVERNING POLICIES AND PROCEDURES****SECTION: II. HUMAN RESOURCES POLICIES AND PROCEDURES****Subsection: F. Policies Regarding Non-classified Employees****December 2011**

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**1. Employment Terms**

- a. All non-classified employees, except those set forth in Section II.F.1.b. below, serve at the pleasure of the chief executive officer, and may be dismissed at any time, with or without cause, and without notice, at the discretion of the chief executive officer.

- b. **Employment Contracts**

- (1) An institution may provide employment contracts to its non-classified employees. If an institution chooses to offer employment contracts to its non-classified employees, the employment contract must include the period of the appointment, salary, pay periods, position title, employment status and such other information as the institution may elect to include in order to define the contract of employment. Non-classified employees have no continued expectation of employment beyond their current contract of employment.
  - (2) Non-classified employees, who serve pursuant to contracts of employment containing a stated salary are not guaranteed such salary in subsequent contracts or appointments, and such salary is subject to adjustment during the contract period due to financial exigency (as provided for in Section II.N of Board Policy) or through furlough or work hour adjustments (as provided for in section II.B.2.c of Board Policy).
  - (3) Each employee must acknowledge receipt and acceptance of the terms of the employment contract by signing and returning a copy to the institution initiating the offer of appointment. Failure or refusal of the employee to sign and return a copy of the employment contract within the time specified in the contract is deemed to be a rejection of the offer of employment unless the parties have mutually agreed in writing to extend the time. Nothing in this paragraph prohibits the institution from extending another offer to the employee in the event the initial offer was not signed and returned in a timely manner. Any alteration by the employee of the offer is deemed a counter-offer requiring an affirmative act of acceptance by an officer authorized to enter into contracts of employment binding the institution.
  - (4) Each contract of employment shall include a statement to the following effect and intent: "The terms of employment set forth in this contract of employment are also subject to the Governing Policies and Procedures of the State Board of Education (or the Board of Regents of the University of Idaho, in the case of University of Idaho), and the policies and procedures of the institution." The contract shall also state that it may be terminated at any time for adequate cause, as defined in Section II.L. of Board Policy, or when the Board declares a state of financial exigency, as defined in Section II.N. of Board Policy. The

contract shall also state that it may be non-renewed pursuant to Section II.F.5. of Board Policy.

- (5) No contract of employment with such an employee may exceed one (1) year without the prior express approval of the Board. Employment beyond the contract period may not be legally presumed. Renewal of an employment contract is subject solely to the discretion of the chief executive officer of the institution, and, where applicable, of the Board.

## **2. Compensation**

- a. Salary – All non-classified employees shall receive a fixed salary. Payment in addition to the fixed salary may be authorized by the chief executive officer. All initial salaries for non-classified employees are established by the chief executive officer, subject to approval by the Board where applicable. The Board may make subsequent changes for any non-classified employee salary or may set annual salary guidelines and delegates to its executive director authority to review compliance with its annual guidelines. Any annual salary increase outside Board guidelines requires specific and prior Board approval before such increase may be effective or paid to the non-classified employee. With the exception of the chief executive officers, and other positions whose appointment is a reserved Board authority, approval of salaries shall be effective concurrently with Board approval of annual operating budgets for that fiscal year.

### **b. Salaries, Salary Increases and other Compensation related items**

- (1) Salaries for new appointments to dean, associate/assistant dean, vice president, and president/vice president direct-report positions may not exceed the median rate for such position established by the College and University Professional Association for Human Resources (CUPA-HR), or its equivalent, without prior Board approval.
- (2) Appointments to acting or interim positions shall be at base salary rates no greater than ten percent (10%) more than the appointees' salary rate immediately prior to accepting the interim appointment or ninety-five percent (95%) of the prior incumbent's rate, whichever is greater.
- (3) Overtime Compensation – Non-classified employees earning annual leave at the equivalent rate of two (2) days for each month or major fraction thereof of credited state service are not eligible for either cash compensation or compensatory time off for overtime work. Non-classified employees in positions that are defined as "non-exempt" under the Fair Labor Standards Act earn overtime at a rate of one and one-half (1½) hours for each overtime hour worked. Other non-classified employees may earn compensatory time



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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 evaluated annually. Any written recommendations that result from a performance evaluation must be signed by the appropriate supervisor, a copy provided to the

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employee and a copy placed in the official personnel file of the employee. Evaluation ratings that result in findings of inadequate performance of duties or failure to perform duties constitute adequate cause as set forth in Section II.L. of Board Policy.

**5. Non-Renewal of Non-classified Contract Employees**

- a. Notice of the decision of the chief executive officer to not renew a contract of employment must be given in writing to the non-classified employee at least sixty (60) calendar days before the end of the existing period of appointment for annual appointments. For appointments of less than one year, the written notice must be at least thirty (30) days prior to the end of the existing period of appointment. Reasons for non-renewal need not be stated. Non-renewal without cause is the legal right of the Board. If any reasons for non-renewal are provided to the employee for information, it does not convert the non-renewal to dismissal for cause and does not establish or shift any burden of proof. Failure to give timely notice of non-renewal because of mechanical, clerical, mailing, or similar error is not deemed to renew the contract of employment for another full term, but the existing term of employment must be extended to the number of days necessary to allow sixty (60) (or thirty days where applicable) calendar days notice to the employee.
- b. Except as set forth in this paragraph, non-renewal is not grievable within the institution nor is it appealable to the Board. However, if an employee presents bona fide allegations and evidence to the chief executive officer of the institution that the non-renewal of the contract of employment was the result of discrimination prohibited by applicable law, the employee is entitled to use the internal discrimination grievance procedure to test the allegation. If the chief executive officer is the subject of the allegations, the employee may present the bona fide allegations and evidence to the Executive Director. The normal internal grievance procedure for discrimination must be used unless changed by mutual consent of the parties. The ultimate burden of proof rests with the employee. The institution is required to offer evidence of its reasons for non-renewal only if the employee has made a prima facie showing that the recommendation of non-renewal was made for reasons prohibited by applicable law. Unless mutually agreed to by the parties in writing, the use of the discrimination grievance procedure will not delay the effective date of non-renewal. Following the discrimination grievance procedures, if any, the decision of the institution, is final, subject to Section II.F.5.c., below.
- c. The non-classified contract employee may petition the Board to review the final action of the institution. Any petition for review must be filed at the Office of the State Board of Education within fifteen (15) calendar days after the employee receives notice of final action. The Board may agree to review the final action, setting out whatever procedure and conditions for review it deems appropriate, or it may choose not to review the final action. The fact that a review petition has

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been filed will not stay the effectiveness of the final action, nor will the grant of a petition for review, unless specifically provided by the Board. Board review is not a matter of right. An employee need not petition for Board review in order to have exhausted administrative remedies for purposes of judicial review. Nothing in this section should be construed as any prohibition against filing a complaint with any appropriate state or federal entity, including but not limited to the Equal Employment Opportunity Commission (EEOC) or the Idaho Human Rights Commission (IHRC).

**6. Tenure**

Non-classified employees are generally not entitled to tenure. Certain, very limited, exceptions to this general rule are found in Subsection G.6 of these personnel policies and procedures.

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**1. Letters of Employment**

- a. All faculty employees serve pursuant to employment contracts. The employment contract must include the period of the appointment, salary, pay periods, position title, employment status and such other information as the institution may elect to include in order to define the contract of employment. Non-tenured faculty employees have no continued expectation of employment beyond their current contract of employment. Each faculty employee must acknowledge receipt and acceptance of the terms of the employment contract by signing and returning a copy to the institution initiating the offer of appointment. Failure or refusal of the faculty employee to sign and return a copy of the employment contract within the time specified in the contract is deemed to be a rejection of the offer of employment unless the parties have mutually agreed in writing to extend the time. Nothing in this paragraph prohibits the institution from extending another offer to the employee in the event the initial offer was not signed and returned in a timely manner. Any alteration by the employee of the offer is deemed a counter-offer requiring an affirmative act of acceptance by an officer authorized to enter into contracts of employment binding the institution. Each contract of employment must include a statement to the following effect and intent: "The terms of employment set forth in this letter (contract) of employment are also subject to the Governing Policies and Procedures of the State Board of Education (or the Board of Regents of the University of Idaho, in the case of the University of Idaho), and the policies and procedures of (the institution)."
- b. Term of Appointment - All non-tenured faculty employees have fixed terms of employment. No contract of employment with such an employee may exceed one (1) year without the prior approval of the Board. Employment beyond the contract period may not be legally presumed. Reappointment of a faculty employment contract is subject solely to the discretion of the chief executive officer of the institution, and, where applicable, of the Board.
- c. Non-tenured faculty and tenured faculty, who serve pursuant to contracts of employment or notices (letters) of appointment containing a stated salary are not guaranteed such salary in subsequent contracts or appointments, and such salary is subject to adjustment during the contract period due to financial exigency (as provided for in Section II.N of Board Policy) or through furlough or work hour adjustments (as provided for in section II.B.2.c of Board Policy).
- d. Faculty Rank and Promotion
  - (1) There are four (4) primary faculty ranks at each institution: (a) professor, (b) associate professor, (c) assistant professor, and (d) instructor. Each institution may establish additional faculty ranks, specify the title of each rank, and delineate the requirements for each faculty rank so established.

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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.

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- (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

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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.

**4. Performance Evaluation**

- a. Annual Evaluation - Each year the chair of a department must submit to the dean of the chair's college an evaluation of each faculty member in the department. This evaluation, together with the input of higher administrators, will be used as (1) basis for the final recommendation relative to reappointment, non-reappointment, acquisition of tenure, or other personnel action, whichever is appropriate. The chairman must communicate an assessment of strengths and weaknesses to each faculty member evaluated.
- b. Evaluation Criteria - Evaluation of faculty should be made in terms of the individual's effectiveness. Each institution shall publish its criteria for annual evaluation and ensure that all members of the faculty have access to the criteria.
- c. Any written recommendations that result from evaluation of a faculty employee will be given to the employee and a copy will be placed in the employee's file.
- d. Each institution must develop policies, procedures, and measurement instruments to be used in the evaluation by students of faculty teaching effectiveness.



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5. Non-renewal of Non-tenured Faculty Members

a. Notice of non-renewal must be given in writing and in accordance with the following standards:

- (1) First Year Of Service - Not later than March 1 of the first full academic year of service if the appointment is not to be renewed at the end of the academic year; or if a one-year appointment terminates during an academic year and is not to be renewed, at least three (3) months in advance of its termination.
- (2) Second Year of Service - Not later than December 15 of the second full academic year of service if the appointment is not to be renewed at the end of the academic year; or, if the appointment terminates during an academic year and is not to be renewed, at least six (6) months in advance of its termination.
- (3) Three (3) Or More Years Of Service – Not later than July 15 preceding the academic year at the end of which the appointment is to be terminated; or, if the appointment terminates during an academic year and is not to be renewed, at least twelve (12) months in advance of its termination.
- (4) Failure to provide timely notice of non-renewal because of mechanical, clerical, or mailing error does not extend or renew the letter or contract of employment for another term, but the existing term of employment will be extended to provide the employee with a timely notice of non-renewal.
- (5) Financial Exigency - Notice of non-renewal is not required when the Board has authorized a reduction in force resulting from a declaration of financial exigency and a non-tenured faculty member is to be laid off. In that event, notice of layoff must be given as provided under the policies for reduction in force.

b. Request For Review

- (1) Non-renewal is not subject to investigation or review except that the employee may request an investigation or review to establish that written notice was or was not received in accordance with the time requirements set forth in this section. In such cases, the investigation or review will be concerned only with manner and date of notification of non-renewal. The employee must request such investigation or review in writing of the chief executive officer within fifteen (15) days of receipt of the written notice of non-renewal.
- (2) Provided, however, that if the non-tenured faculty member presents bona fide allegations and evidence in writing to the chief executive officer of the institution that the non-reappointment was the result of discrimination

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prohibited by applicable law, the non-tenured faculty member is entitled to use the internal discrimination grievance procedure to test the allegation. In such cases, the same procedures, burden of proof, time limits etc. as set forth for the grievance of non-renewal by non-classified employees shall be used (see subsection F).

- c. Non-tenured faculty members who are notified that they will not be reappointed or that the succeeding academic year will be the terminal year of appointment are not entitled to a statement of reasons upon which the decision for such action is based. No hearing to review such a decision will be held.

**6. Tenure**

- a. Tenure Defined - Tenure is a condition of presumed continuous employment following the expiration of a probationary period and after meeting the appropriate criteria. After tenure has been awarded, the faculty member's service may be terminated only for adequate cause; except in the case of retirement or financial exigency as declared by the Board; in situations where extreme shifts of enrollment have eliminated the justification for a position; or where the Board has authorized elimination or substantial reduction in a program. Tenure status is available only to eligible, full-time institutional faculty members, as defined by the institution. All faculty appointments are subject to the approvals as required in Board policy. Nontenured members of the faculty are appointed to term appointments pursuant to subsection G1. Any commitment to employ a nontenured member of the faculty beyond the period of his or her current term of appointment is wholly ineffective.

- b. Acquisition of Tenure

- (1) Professional-Technical Faculty hired under the division of professional-technical education prior to July 1, 1993 who were granted tenure may retain tenure in accordance with these policies. Individuals hired under the Division of Professional-Technical education subsequent to July 1, 1993 are hired and employed as nontenure track faculty and will:

- (a) be afforded the right to pursue promotion; and
    - (b) be considered and granted an employment contract in accordance with these policies and be subject to continued acceptable performance and/or the needs of the institution; and
    - (c) be afforded on opportunity to serve on institutional committees.

- (2) Academic faculty 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

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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.

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**(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

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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) 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**

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- 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**

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Subsection: G. Policies Regarding Faculty (Institutional Faculty Only) December 2011

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**GOVERNING POLICIES AND PROCEDURES****SECTION: II. HUMAN RESOURCES POLICIES AND PROCEDURES****Subsection: H. Policies Regarding Coaching Personnel and Athletic Directors** December 2011

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**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.

**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 2011

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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 2011**

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**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 2011**

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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 2011**

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**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 2011

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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.

**BUSINESS AFFAIRS AND HUMAN RESOURCES**  
**DECEMBER 8, 2011**

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**SUBJECT**

Amendments to Board Policy, Section II. Subsection G.1. – First Reading: proposal to allow institutional authority to offer multi-year contracts for non-tenure track faculty

**REFERENCE**

October 29-30, 2006      Board discussion item related to the approval of individual extended contracts approved at the same meeting. Board asked CAAP to work on a proposal for review.

**APPLICABLE STATUTE, RULE, OR POLICY**

Idaho State Board of Education Governing Policies & Procedures, Section II.G.1.b.

**BACKGROUND/DISCUSSION**

The Council on Academic Affairs and Programs (CAAP) has discussed and given input to the attached policy revision to Board Policy II.G.1.b. The revision would establish parameters under which the institutions may enter into multi-year contracts for certain non-tenure faculty classifications, for a maximum term of three years.

Rationale for the change includes:

- 1) The ability to attract and retain the highest quality candidates (e.g. clinical and research faculty). A requirement of prior Board approval, coupled with the Board's meeting schedule, deprives the institutions of the hiring flexibility necessary to make timely offers, and hinders their ability to keep the best candidates in the applicant pool;
- 2) The ability to attract candidates who may be relocating with a reasonable sense of security in the position (subject to satisfactory annual performance);
- 3) To avoid a misuse of tenure track positions as a means to offer reasonable position security.

**IMPACT**

Some level of job security will enhance applicant pools for national searches and encourage applicants to relocate as needed. Cost savings are anticipated as a result of minimized training and failed search costs.

**ATTACHMENTS**

Attachment 1 – Policy II.G.1. Policies Regarding Faculty

Page 3

**STAFF COMMENTS AND RECOMMENDATIONS**

In February 2010, the Board revised its policy to clarify the powers delegated to the institution presidents to manage their workforce. In an effort to make the Board's policy internally consistent, in June 2011 the Board amended policy II.B.

**BUSINESS AFFAIRS AND HUMAN RESOURCES  
DECEMBER 8, 2011**

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to provide institution presidents the authority to create new positions and hire employees below the vice president level without Board approval. However, Board policy still requires approval of multi-year contracts. Specifically, policy II.F. provides that no contract of employment with a non-classified employee may exceed one year without the prior express approval of the Board. Policy II.H. requires institution presidents to seek Board approval to enter into a contract for the services of a head coach or athletic director for a term of more than one year (and not more than five years).

Policy II.G. limits the term of appointment of non-tenure track faculty to one year. CAAP brings a recommendation to the Board to allow for multi-year contracts not to exceed three years as a recruitment and cost savings tool. Under the proposed amendments, such contracts would be reported to the Board, but would not require Board approval.

This comes down to a policy decision for the Board as to how much oversight it wants over multi-year contracts. Staff finds that the proposed amendments are reasonable in light of recent actions by the Board to delegate authority.

**BOARD ACTION**

I move to approve the first reading of the amendments to Board Policy II.G.1.b., as presented.

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



# Idaho State Board of Education

## GOVERNING POLICIES AND PROCEDURES

### SECTION: II. HUMAN RESOURCES POLICIES AND PROCEDURES

#### Subsection: G. Policies Regarding Faculty (Institutional Faculty Only) ~~June 2010~~ February 2012

##### 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. Except as provided herein, No contract of employment with such an employee may exceed one (1) year without the prior approval of the Board. The institutions may implement policies allowing for multi-year contracts for certain classifications of non-tenure track faculty members. Such policies must include, at a minimum, the following requirements: (1) no contract of appointment may exceed three (3) years; (2) all multi-year employment contracts shall be approved in writing by the institution's Chief Executive Officer or designee; and (3) all multi-year contracts must be reported to the Board at the next regular meeting. Employment is subject to satisfactory annual performance review with informal review at the end of each semester.

A multi-year contract shall also state that it may be terminated at any time for adequate cause, as defined in Section II.L. of Board policy, or when the Board declares a state of financial exigency, as defined in Section II.N. of Board policy. The contract shall also state that it may be non-renewed pursuant to Section II.G.5. of Board policy.

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.

**GOVERNING POLICIES AND PROCEDURES**

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**Subsection: G. Policies Regarding Faculty (Institutional Faculty Only) ~~June 2010~~ February 2012**

- c. Non-tenured faculty and tenured faculty, who serve pursuant to contracts of employment or notices (letters) of appointment containing a stated salary are not guaranteed such salary in subsequent contracts or appointments, and such salary is subject to adjustment during the contract period due to financial exigency (as provided for in Section II.N of Board Policy) or through furlough or work hour adjustments (as provided for in section II.B.2.c of Board Policy).
- d. Faculty Rank and Promotion
  - (1) There are four (4) primary faculty ranks at each institution: (a) professor, (b) associate professor, (c) assistant professor, and (d) instructor. Each institution may establish additional faculty ranks, specify the title of each rank, and delineate the requirements for each faculty rank so established. Recommendations for additional faculty ranks must be submitted by the chief executive officer to the Board for approval.
  - (2) Faculty rank, including initial appointment to faculty rank and any promotion to a higher rank at an institution, is located in a department or equivalent unit.
  - (3) Each institution must establish criteria for initial appointment to faculty rank and for promotion in rank at the institution. Such criteria must be submitted to the Board for approval, and upon approval must be published and made available to the faculty.
  - (4) Persons who have made substantial contributions to their fields of specialization or who have demonstrated exceptional scholarship and competence or appropriate creative accomplishment of recognized outstanding quality may be appointed to faculty rank without satisfying established institutional criteria for initial appointment or promotion, provided that the qualifications of such individuals have been reviewed in accordance with institutional procedures and the appointment is recommended by the chief executive officer and approved by the Board.
  - (5) A non-classified employee may hold faculty rank in a department or equivalent unit in which rank has previously been established by the institution. A non-classified employee may be granted rank at the time of appointment or subsequent thereto, or may be promoted in rank, if such employee meets the criteria for rank as established by the institution and approved by the Board.

**BUSINESS AFFAIRS AND HUMAN RESOURCES**  
**DECEMBER 8, 2011**

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**SUBJECT**

Amendments to Optional Retirement Plan document

**APPLICABLE STATUTES, RULE OR POLICY**

Idaho Code 33-107A, 107B

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

**BACKGROUND / DISCUSSION**

The Board's tax counsel regularly reviews retirement plan documents to ensure compliance with federal tax laws.

Counsel has recently informed us that passage by Congress of the Heroes Earnings Assistance and Relief Tax Act of 2008 ("HEART Act") will necessitate some new Optional Retirement Plan (ORP) provisions to accommodate participants who are absent from work due to qualified military service. While we are not required to make these Plan amendments immediately, the Plan must operate in accordance with these requirements. A Plan will be treated as being operated in accordance with Plan terms if an amendment regarding the applicable HEART Act provisions is made on or before December 31, 2012. The Plan is required to apply the following provisions:

1. "Some employers make differential wage payments to their employees who are called to active duty in the uniformed services. "Differential wage payments" (or "differential pay") are typically the difference between the individual's normal pay from the employer and his military pay. Employers are not required to make these wage payments, but for those that do, the HEART Act changed their tax treatment. Under the HEART Act, differential wage payments made after December 31, 2008, are considered W-2 wages. As a result, individuals receiving such payments are considered to be active employees of the employer... For purposes of applying the section 415 Annual Additions and Annual Benefits limits, compensation must include differential pay."<sup>1</sup> The Plan amendment includes the definition of differential wage payment, and provides that for purposes of applying the section 415 limits, these payments should be included.
2. If an ORP participant dies while performing qualified military service, the participant shall be treated as having been an active employee for purposes of any additional benefits under the Plan.
3. An employee returning from qualified military leave must be allowed to make contributions to the ORP that the employee could have made if employed during the period of qualified military leave. To the extent the employee makes such contributions to the ORP, the employer must make corresponding employer

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<sup>1</sup> "Pension Analyst," *Prudential Retirement*, [http://www.prudential.com/media/managed/IRS\\_guidance\\_miscellaneous\\_HEART\\_Act.pdf](http://www.prudential.com/media/managed/IRS_guidance_miscellaneous_HEART_Act.pdf) (accessed November 11, 2011)

**BUSINESS AFFAIRS AND HUMAN RESOURCES  
DECEMBER 8, 2011**

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contributions to the employee's ORP account. Employees returning from qualified military leave should be given a notice of this right to make retroactive contributions.

Counsel has also advised staff that the Plan needs to be amended to comply with provisions of the Pension Protection Act by adding "Roth IRA" to the definition of an "Eligible Retirement Plan" that may receive direct rollovers of plan distributions. This will allow participants to directly rollover a plan distribution to a Roth IRA.

Finally, staff has updated the defined term "Plan Administrator" and made minor formatting changes.

**IMPACT**

The proposed amendments will bring the Plan into compliance with federal tax law.

**ATTACHMENTS**

Attachment 1 – Optional Retirement Plan document

Page 3

**STAFF COMMENTS AND RECOMMENDATIONS**

Staff recommends approval.

**BOARD ACTION**

I move to approve the amendments to the Optional Retirement Plan document as presented in Attachment 1.

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

**Idaho State Board of Education  
Optional  
Retirement Plan**

**A Defined Contribution Retirement Plan  
Restated November 2001  
Restated December 2003  
Restated to include amendments through 2008  
[Restated December 2011](#)**

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**Article I: Definitions**

- 1.1 **Accumulation Account** means the separate account(s) established for each Participant. The current value of a Participant's Accumulation Account includes all Plan Contributions, less expense charges, and reflects credited investment experience.
- 1.2 **Annual Additions** means the sum of the following amounts credited to a Participant's Accumulation Account during the Limitation Year: (a) Plan Contributions; (b) forfeitures, if any; and (c) individual medical account amounts described in section 415(l)(2) and 419A(d)(2) of the Code, if any.
- 1.3 **Beneficiary (ies)** means the individual, institution, trustee, or estate designated by the Participant to receive the Participant's benefits at his or her death.
- 1.4 **Board** means the Idaho State Board of Education and Board of Regents of the University of Idaho as defined in Idaho Code §33-101.
- 1.5 **Code** means the Internal Revenue Code of 1986, as amended.
- 1.6 **Compensation** means the amount reported as wages on the Participant's Form W-2, excluding compensation not currently included because of the application of Code Sections 125 or 403(b).

In addition to other applicable limitations stated in the plan, and notwithstanding any other provision of the Plan to the contrary, for Plan years beginning on or after January 1, 1996, the annual compensation of each employee taken into account under the Plan shall not exceed the OBRA '93 annual compensation limit. The OBRA '93 annual compensation limit is \$150,000, as adjusted by the Commissioner of the Internal Revenue Service for increases in the cost of living in accordance with section 401(a)(17)(B) of the Internal Revenue Code. The cost-of-living adjustment in effect for a calendar year applies to any period, not exceeding 12 months, over which compensation is determined (determination period) beginning in such calendar year. If a determination period consists of fewer than 12 months, the OBRA '93 annual compensation limit will be multiplied by a fraction, the numerator of which is the number of months in the determination period, and the denominator of which is 12.

For Plan years beginning on or after January 1, 1996, any reference in this Plan to the limitation under section 401(a)(17) of the Code shall mean the OBRA '93 annual compensation limit stated in this provision.

If compensation for any prior determination period is taken into account in determining an employee's benefits accruing in the current Plan Year, the compensation for that prior determination period is subject to the OBRA '93 annual compensation limit in effect for that prior determination period. For this purpose, for determination periods beginning before the first day of the first Plan Year beginning on or after January 1, 1996, the OBRA '93 annual compensation limit is \$150,000.

Notwithstanding the above, employees who became Participants in the Plan before the first day of the Plan Year beginning on or after January 1, 1996, will not be subject to the annual compensation limit.

- 1.7 **Date of Employment or Reemployment** means the effective date of the appointment for a faculty member or professional staff. For all other employees, the Date of Employment or Reemployment is the first day upon which an employee completes an Hour of Service for performance of duties during the employee's most recent period of service with the Institution.

1.8 **Eligible Employee** means faculty or nonclassified staff of the Office of the Idaho State Board of Education, Boise State University, Idaho State University, University of Idaho, or Lewis-Clark State College initially appointed or hired between July 1, 1990 and June 30, 1993 who work on a .50 full-time equivalency basis or more and similar employees hired before July 1, 1990 who elected to participate in the Plan during the 90 day period from July 1, 1990 to September 28, 1990; and teaching staff and officers of the Office of the Idaho State Board of Education, Boise State University, Idaho State University, University of Idaho, or Lewis-Clark State College initially appointed or hired on or after July 1, 1993 who work on a .50 full-time equivalency basis or more; and teaching staff and officers of the College of Southern Idaho, North Idaho College, College of Western Idaho, or Eastern Idaho Technical College initially appointed or hired on or after July 1, 1997 who work on a .50 full-time equivalency basis or more and similar employees hired before July 1, 1997 who elected to participate in the Plan during the 150 day period from July 1, 1997 to November 28, 1997. However, “Eligible Employee” shall exclude:

- (a-) an Employee whose employment is expected to be less than five (5) months; and
- (b-) an Employee whose employment is incidental to his or her status as a student at the Institution; and
- (c-) an Employee who is vested in the Public Employee Retirement System of Idaho (PERSI) and who makes a one time irrevocable election to remain a member of that retirement system within 60 days of the date of initial hire or appointment.

The term Eligible Employee shall not include any leased employee deemed to be an employee of the Institution as provided in Code Section 414(n).

If an individual is classified as an independent contractor during any period of providing services to the Institution, such individual will be deemed to be in an ineligible class of employees for purposes of the Plan during such period, even if the individual is determined to be a common law employee during such period pursuant to a government audit or litigation. Notwithstanding the above, if the failure to cover such reclassified individual would prevent the Plan from satisfying the minimum coverage requirement under Code Section 410(b) for a Plan year, the minimum number of such individuals necessary for the plan to fulfill such minimum coverage requirements will be included as eligible employees for the plan year, with preference given to those reclassified individuals with the smallest amount of compensation.

No individual who is deemed to be an independent contractor, as determined by the Plan Administrator in its sole discretion, or individual performing services for the Employer pursuant to an agreement that provides that such individual shall not be eligible to participate in the retirement or other benefit plans of the Employer, shall be an Eligible Employee for purposes of this plan.

1.9 **Fund Sponsor** means an insurance, variable annuity or Investment Company that provides Funding Vehicles available to Participants under this Plan.

1.10 **Funding Vehicles** means the annuity contracts or custodial accounts that satisfy the requirements of Code Section 401(f) issued for funding accrued benefits under this Plan and specifically approved by the Institution for use under this Plan.

1.11 **Hours of Service means:**

- (a) Each hour for which an employee is paid, or entitled to payment, for the performance of duties for the Institution.
- (b) Each hour for which an employee is paid, or entitled to payment, on account of a period of time during which no duties are performed (regardless of whether employment has terminated) due to vacation, holiday, illness, incapacity (including disability), layoff, jury duty, military duty, leave of absence, or maternity or paternity leave (whether paid or unpaid). However, any period for which a payment is made or due under a plan maintained solely for the purpose of complying with Workers' Compensation or unemployment compensation or disability insurance laws, or solely to reimburse the employee for medical or medically-related expenses is excluded. An employee is directly or indirectly paid, or entitled to payment by the Institution regardless of whether payment is made by or due from the Institution directly or made indirectly through a trust fund, insurer or other entity to which the Institution contributes or pays premium. No more than 501 Hours of Service will be credited under this paragraph. Hours of Service under



this paragraph will be calculated and credited pursuant to Section 2530.200b-2 of the Department of Labor Regulations, incorporated herein by reference.

- (c) Each hour for which back pay, irrespective of mitigation of damages, is either awarded or agreed to by the Institution, without duplication of hours provided above, and subject to the 501-hour restriction for periods described in (b) above.

Hours of Service will be credited for employment with other members of an affiliated service group (under Code Section 414(m)), a controlled group of corporations (under Code Section 414(b)), or a group of trades or businesses under common control (under Code Section 414(c)) of which the Institution is a member, and any other entity required to be aggregated with the employer pursuant to Code Section 414(o) and the regulations thereunder. Hours of Service also will be credited for any person considered an employee for this Plan under Code Sections 414(n) or 414(o) and the regulations thereunder.

Hours of Service will be determined on the basis of actual hours that an employee is paid or entitled to payment.

- 1.12 ***Institution*** means the Board and employment units under its jurisdiction, namely:  
  - The Office of the Idaho State Board of Education
  - Boise State University
  - Idaho State University
  - University of Idaho
  - Lewis-Clark State College
  - Eastern Idaho Technical College
  - College of Southern Idaho
  - North Idaho College
  - College of Western Idaho
- 1.13 ***Institution Plan Contributions*** means contributions made by the Institution under this Plan.
- 1.14 ***Limitation Year*** means a calendar year.
- 1.15 ***Normal Retirement Age*** means age 65.
- 1.16 ***Participant*** means any Eligible Employee of the Institution participating in this Plan.
- 1.17 ***Participant Plan Contributions*** means contributions made by a Participant under this Plan. Participant Plan Contributions are designated as being picked-up by the Institution in lieu of contributions by the Participant, in accordance with Code Section 414(h)(2). The pick-up amounts cannot be received directly by the Participant and are required to be made.

- 1.18 ***Plan*** means the Idaho State Board of Education Optional Retirement Plan as set forth in this document, and pursuant to Idaho Code §33-107A and 33-107B.
- 1.19 ***Plan Contributions*** means the combination of Participant Plan Contributions and Institution Plan Contributions.
- 1.20 ***Plan Entry Date*** means the later of the Effective Date of the Plan or the Eligible Employee's Date of Employment or Reemployment.
- 1.21 ***Plan Year*** means January 1 through December 31.
- 1.22 ***Year of Service*** means a 12-month period (computation period) during which the Eligible Employee completes 1,000 or more Hours of Service.

**Article II: Establishment of Plan**

2.1 ***Establishment of Plan.*** The Idaho State Legislature authorized the Board to establish the Plan as of July 1, 1990.

This Plan document sets forth the provisions of this Code Section 401(a) Plan. The Plan was restated as of November 1, 2001. Plan Contributions are invested, at the direction of each Participant, in one or more of the Funding Vehicles available to Participants under the Plan. Plan Contributions shall be held for the exclusive benefit of Participants. Participant Plan Contributions are designated as being picked-up by the Institution in lieu of contributions by the Participant, in accordance with Code Section 414(h)(2).

It is intended that this Plan will not be subject to the requirements of ERISA under Department of Labor Regulation Section 2510.3-2(f).

**Article III: Eligibility for Participation**

- 3.1 **Eligibility.** An Eligible Employee must, as a condition of employment, begin participation in this Plan on the Plan Entry Date following employment at the Institution.
- 3.2 **Notification.** The Institution will notify an Eligible Employee when he or she has completed the requirements necessary to become a Participant. An Eligible Employee who complies with the requirements and becomes a Participant is entitled to the benefits and is bound by all the terms, provisions, and conditions of this Plan, including any amendments that, from time to time, may be adopted, and including the terms, provisions and conditions of any Funding Vehicle(s) to which Plan Contributions for the Participant have been applied.
- 3.3 **Enrollment in Plan.** To participate in this Plan, an Eligible Employee must complete the necessary enrollment form(s) and return them to the Institution. An employee who has been notified that he or she is eligible to participate but who fails to return the enrollment forms will be deemed to have waived all of his or her rights under the Plan except the right to enroll at a future date.
- 3.4 **Reemployment.** A former employee who is reemployed by the Institution will be eligible to participate upon meeting the requirements stated in the "Eligibility" section of Article III. A former employee who satisfied these requirements before termination of employment will be eligible to begin participation immediately after reemployment provided the former employee is an Eligible Employee.
- 3.5 **Termination of Participation.** A Participant will continue to be eligible for the Plan until one of the following conditions occur:
- he or she ceases to be an Eligible Employee;
  - the Plan is terminated.

**Article IV: Plan Contributions**

- 4.1 ***Plan Contributions.*** Plan Contributions will be made for Eligible Employees who have satisfied the requirements of Article III as follows:

Each Institution shall contribute the percentage indicated below of the Compensation of that Institution's Participants, reduced by the amount necessary, if any, to provide contributions to a total disability program, but in no event less than five percent (5%) of each Participant's Compensation:

NIC, CSI, CWI and EITC: seven and eighty-one one hundredths percent (7.81%);

UI, BSU, ISU, LCSC and the Office of the State Board of Education: nine and thirty-five one hundredths percent (9.35%) effective July 1, 2007; seven and eighty-one one hundredths percent (7.81%) prior to July 1, 2007.; and

Each Participant shall contribute an amount equal to six and ninety-seven hundredths percent (6.97%) of his or her Compensation.

Plan Contribution rates are defined in Idaho Code §33-107A and are subject to change as that section is amended.

Plan Contributions are considered to be credited to Participants no later than the last day of the Plan Year for which the Plan Contributions are made.

- 4.2 ***When Contributions Are Made.*** Plan Contributions will begin when the Institution has determined that the Participant has met or will meet the requirements of Article III. Any part of a year's Plan Contributions not contributed before this determination will be included in contributions made for that year after the determination. Plan Contributions will be forwarded to the Fund Sponsor(s) in accordance with the procedures established by the Institution. Institution Plan Contributions will be forwarded to the Fund Sponsor(s) at least annually. Participant Plan Contributions will be forwarded by the Institution to the Fund Sponsor(s) as soon as it is administratively feasible for the Institution to segregate contributions, but in any event, within the time required by law.
- 4.3 ***Allocation of Contributions.*** A Participant may allocate Plan Contributions to the Funding Vehicle(s) in any whole-number percentages that equal 100 percent. A Participant may change his or her allocation of future contributions to the Funding Vehicle(s) according to the administrative procedures of the Fund Sponsor(s). A Participant may direct contributions to only one Fund Sponsor at any given time. However, a Participant may change Fund Sponsors once per calendar year by completing the appropriate forms provided by the Institution.
- 4.4 ***Leave of Absence.*** During a paid leave of absence, Plan Contributions will continue to be made for a Participant on the basis of Compensation then being paid by the Institution. No Plan Contributions will be made during an unpaid leave of absence.
- 4.5 ***Transfer of Funds from Another Plan.*** The Fund Sponsor shall accept contributions that are transferred directly from any other plan qualified under sections 401(a) or 403(a) of the Code, whether such plans are funded through a trustee arrangement or through an annuity contract, if such contributions are attributable only to employer and employee contributions and the earnings thereon and accompanied by instructions showing the respective amounts attributable to employer and employee contributions. Such funds and the accumulation generated from them shall always be fully vested and nonforfeitable.
- 4.6 ***Acceptance of Rollover Contributions.*** If a Participant is entitled to receive a distribution from another plan qualified under sections 401(a) or 403(a) of the Code that is an eligible rollover distribution under section 402 of the Code, the Fund Sponsor will accept such amount under this Plan provided the rollover to this Plan is made 1) directly from another plan; or 2) by the Participant within 60 days of the receipt of the distribution.

- 4.7 ~~*Uniformed Services*~~*Military Service*. Notwithstanding any provision of this Plan to the contrary, contributions, benefits, and service credit with respect to qualified military service will be provided ~~in accordance with to the extent required by Code §section~~ 414(u) ~~of the Code~~.

(a) Effective January 1, 2009, for purposes of applying the limitations of Code section 415 as described in section 4.8 of the Plan, compensation includes differential wage payments. A "differential wage payment" is a payment which (1) is made by the Institution with respect to a period during which an individual is on active military duty for a period of more than 30 days, and (2) represents all or a portion of the wages the individual would have received from the Institution if the individual were performing service for the Institution, all as defined by Code section 3401(h)(2).

(b) Effective January 1, 2007, to the extent required by Code section 401(a)(37), if a Participant dies while performing qualified military service (within the meaning of Code section 414(u)(5)), the Participant shall be treated as having terminated employment with the Institution due to his death for purposes of any additional benefits (other than contributions relating to the period of qualified military service) provided under the Plan.

(c) Effective December 12, 1994, a Participant who returns to employment with the Institution as an Eligible Employee during the period within which reemployment rights are guaranteed by law may elect to contribute to the Plan all or a part of the contributions the Participant would have made to the Plan if the Participant had remained continuously employed by the Institution throughout the period of the Participant's qualified military service. The amount of contributions the Participant may make according to this subsection 4.7(c) shall be determined on the basis of the Participant's Compensation in effect immediately before the qualified military service and the terms of the Plan at that time. A Participant may make such contributions during a period beginning on the Participant's reemployment with the Institution and lasting for the shorter of five years or three times the Participant's period of qualified military service. To the extent the Participant makes contributions permitted by this subsection 4.7(c), the Participant's Accumulation Account will receive Institution contributions that would have been made during the same period.

- 4.8 **Maximum Plan Contributions.** Notwithstanding anything contained in this Plan to the contrary, the total Annual Additions made for any Participant for any year will not exceed the amount permitted under section 415 of the Code. The limitations of Code Section 415 are hereby incorporated by reference.

If the limitations are exceeded because the Participant is also participating in another plan required to be aggregated with this Plan for Code Section 415, then the extent to which annual contributions under this Plan will be reduced, as compared with the extent to which annual benefits or contributions under any other plans will be reduced, will be determined by the Institution in a manner as to maximize the aggregate benefits payable to the Participant from all plans. If the reduction is under this Plan, the Institution will advise affected Participants of any additional limitation on their annual contributions required by this paragraph.

**Article V: Funding Vehicles**

- 5.1 **Funding Vehicles.** Plan Contributions are invested in one or more Funding Vehicles available to Participants under this Plan. The Fund Sponsors are:

| [\(A-a\)](#) Teachers Insurance and Annuity Association-College Retirement Equities Fund (TIAA-CREF)

| [\(B-b\)](#) Variable Annuity Life Insurance Company (VALIC)

Participants may choose any Funding Vehicle offered by a Fund Sponsor. The Institution's current selection of Fund Sponsors isn't intended to limit future additions or deletions of Fund Sponsors. Any additional accounts offered by a Fund Sponsor will automatically be made available to Participants in accordance with the procedures established by the Institution and the Fund Sponsor.

- 5.2 **Fund Transfers.** Subject to a Funding Vehicle's rules for transfers and in accordance with the provisions of the Code for maintaining the tax deferral of the Accumulation Account(s), a Participant may transfer funds accumulated under the Plan among the Plan's approved Funding Vehicles to the extent permitted by the Funding Vehicles.

**Article VI: Vesting**

- 6.1 *Plan Contributions.* Plan Contributions shall be fully vested and nonforfeitable when such Plan Contributions are made.



**Article VII: Benefits**

- 7.1 **Retirement Benefits.** A Participant who has terminated employment may elect to receive retirement benefits under any of the forms of benefit, as provided below.

**Forms of Benefit.** The forms of benefit are the benefit options offered by the Funding Vehicles available under this Plan. These forms are equally available to all Participants choosing the Funding Vehicle. The forms of benefit available under this Plan include:

- ☐ Single life annuities as provided under the Funding Vehicle contract.
- ☐ Joint and survivor annuities as provided under the Funding Vehicle contract.
- ☐ Cash withdrawals (to the extent the Funding Vehicle permits and subject to the limitations in the "Cash Withdrawal" section of this Article).
- ☐ Fixed period annuities, as permitted by the Funding Vehicle contract.
- ☐ Retirement Transition Benefit.
- ☐ Such other annuity and withdrawal options as provided under the Funding Vehicle contract.

- 7.2 **Cash Withdrawals.** A Participant who has terminated employment may withdraw Participant Plan Contributions or receive benefits in any form the relevant Funding Vehicle permits, including a cash withdrawal.

Except, following retirement or termination of employment prior to age 55, if total accumulation is less than or equal to \$15,000, both Participant and Institution Plan Contributions are available in a cash withdrawal subject to any restrictions of the Funding Vehicles of the Fund Sponsor.

- 7.3 **Retirement Transition Benefit.** Unless the Minimum Distribution Annuity, or the Limited Periodic Withdrawal Option is elected, a Participant may elect to receive a one time lump-sum payment of up to 10 percent of his or her Accumulation Account(s) in TIAA and/or the CREF account(s) at the time annuity income begins, provided the one sum payment from each TIAA contract and/or CREF account(s) doesn't exceed 10 percent of the respective Accumulation Account(s) being converted to retirement income.

- 7.4 **Survivor Benefits.** If a Participant dies before the start of retirement benefit payments, the full current value of the Accumulation Account(s) is payable to the Beneficiary (ies) under the options offered by the Funding Sponsors. Distribution of Survivor Benefits is subject to the required distribution rules set forth in Code Section 401(a)(9).

- 7.5 **Application for Benefits.** Procedures for receipt of benefits are initiated by writing directly to the Fund Sponsor. Benefits will be payable by the Fund Sponsor upon receipt of a satisfactorily completed application for benefits and supporting documents. The necessary forms will be provided to the Participant, the surviving spouse, or the Beneficiary (ies) by the Fund Sponsor.

- 7.6 **Minimum Distribution Requirements.** The provisions of this Section will apply for purposes of determining required minimum distributions for calendar years beginning with the 2003 calendar year. The requirements of this Section shall apply to any distribution of a Participant's vested Accumulation Account(s) and will take precedence over any inconsistent provisions of this Plan. Distributions in all cases will be made in accordance with Code Section 401(a)(9) and the regulations promulgated thereunder.

(a) **Time and Manner of Distribution.**

- (i) **Required Beginning Date.** The participant's entire interest shall be distributed, or begin to be distributed, to the Participant no later than the Participant's Required Beginning Date.

- (ii) **Death of Participant Before Distributions Begin.** If the Participant dies before distributions begin, the Participant's entire interest shall be distributed, or begin to be distributed, no later than as follows:
- (1) If the participant's surviving spouse is the Participant's sole designated Beneficiary, then distributions to the surviving spouse shall begin by December 31 of the calendar year immediately following the calendar year in which the Participant died, or by December 31 of the calendar year in which the Participant would have attained age 70½, if later.
  - (2) If the participant's surviving spouse is not the Participant's sole designated beneficiary, then distributions to the designated beneficiary shall begin by December 31 of the calendar year immediately following the calendar year in which the Participant died.
  - (3) If there is no designated Beneficiary as of September 30 of the year following the year of the Participant's death, the Participant's entire interest shall be distributed by December 31 of the calendar year containing the fifth anniversary of the Participant's death.
  - (4) If the Participant's surviving spouse is the Participant's sole designated Beneficiary and the surviving spouse dies after the Participant but before distributions to the surviving spouse begin, this subsection (a)(ii), other than subsection (a)(ii)(1), will apply as if the surviving spouse were the Participant.

For purposes of subsections (a)(ii) and (c), unless subsection (a)(ii)(4) applies, distributions are considered to begin on the Participant's Required Beginning Date. If subsection (a)(ii)(4) applies, distributions are considered to begin on the date distributions are required to begin to the surviving spouse under subsection (a)(ii)(1). If distributions under an annuity purchased from an insurance company irrevocably commence to the Participant before the Participant's Required Beginning Date (or to the Participant's surviving spouse before the date distributions are required to begin to the surviving spouse under subsection (a)(ii)(1), the date distributions are considered to begin is the date distributions actually commence.

- (iii) **Forms of Distribution.** Unless the Participant's interest is distributed in the form of an annuity purchased from an insurance company or in a single sum on or before the Required Beginning Date, as of the first distribution calendar year distributions shall be made in accordance with subsections (b) and (c) of this Section. If the Participant's interest is distributed in the form of an annuity purchased from an insurance company, distributions thereunder will be made in accordance with the requirements of Code Section 401(a)(9) and the Treasury Regulations.

(b) **Required Minimum Distributions During Participant's Lifetime.**

- (i) **Amount of Required Minimum Distribution for Each Distribution Calendar Year.** During the Participant's lifetime, the minimum amount that will be distributed for each distribution calendar year is the lesser of:
- (1) the quotient obtained by dividing the Participant's account balance by the distribution period in the Uniform Lifetime Table set forth in Treasury Regulation Section 1.401(a)(9)-9, using the Participant's age as of the Participant's birthday in the distribution calendar year; or
  - (2) if the Participant's sole designated Beneficiary for the distribution calendar year is the Participant's spouse, the quotient obtained by dividing the Participant's account balance by the number in the Joint and Last Survivor Table set forth in

Treasury Regulation Section 1.401(a)(9)-9, using the Participant's and spouse's attained ages as of the Participant's and spouse's birthdays in the distribution calendar year.

- (ii) **Lifetime Required Minimum Distribution Through Year of Participant's Death.** Required minimum distributions will be determined under this subsection (b) beginning with the first distribution calendar year and up to and including the distribution calendar year that includes the Participant's date of death.

(c) **Required Minimum Distributions After Participant's Death**

(i) **Death On or After Date Distributions Begin.**

- (1) **Participant Survived by Designated Beneficiary.** If the Participant dies on or after the date distributions begin and there is a designated beneficiary, the minimum amount that will be distributed for each distribution calendar year after year of the Participant's death is the quotient obtained by dividing the Participant's account balance by the longer of the remaining life expectancy of the Participant or the remaining life expectancy of the Participant's designated beneficiary, determined as follows:

- (a) The Participant's remaining life expectancy is calculated using the age of the Participant in the year of death, reduced by one for each subsequent year.
- (b) If the Participant's surviving spouse is the Participant's sole designated beneficiary, the remaining life expectancy of the surviving spouse is calculated for each distribution calendar year after the year of the Participant's death using the surviving spouse's age as of the spouse's birthday in that year. For distribution calendar years after the year of the surviving spouse's death, the remaining life expectancy of the surviving spouse is calculated using the age of the surviving spouse as of the spouse's birthday in the calendar year of the spouse's death, reduced by one for each subsequent calendar year.
- (c) If the Participant's surviving spouse is not the Participant's sole designated beneficiary, the designated beneficiary's remaining life expectancy is calculated using the age of the beneficiary in the year following the year of the Participant's death, reduced by one for each subsequent year.

- (2) **No Designated Beneficiary.** If the Participant dies on or after the date distributions begin and there is no designated beneficiary as of September 30 of the year after the year of the Participant's death, minimum amount that shall be distributed for each distribution calendar year after the year of the Participant's death is the quotient obtained by dividing the Participant's account balance by the Participant's remaining life expectancy calculated using the age of the Participant in the year of death, reduced by one for each subsequent year.

(ii) **Death Before Date Distributions Begin**

- (1) **Participant Survived by Designated Beneficiary.** If the Participant dies before the date distributions begin and there is a designated beneficiary, the minimum amount that shall be distributed for each distribution calendar year after the year of the Participant's death is the quotient obtained by dividing the Participant's account balance by the remaining life expectancy of the Participant's designated beneficiary, determined as provided in subsection (c)(i).

- (2) **No Designated Beneficiary.** If the Participant dies before the date distributions begin and there is no designated beneficiary as of September 30 of the year following the year of the Participant's death, distribution of the Participant's entire interest shall be completed by December 31 of the calendar year containing the fifth anniversary of the Participant's death.
- (3) **Death of Surviving Spouse Before Distributions to Surviving Spouse are Required to Begin.** If the Participant dies before the date distributions begin, the Participant's surviving spouse is the Participant's sole designated beneficiary, and the surviving spouse dies before distributions are required to begin to the surviving spouse under subsection (a)(ii)(1), this subsection (c)(ii) shall apply as if the surviving spouse were the Participant.

(d) **Definitions**

- (i) **Designated Beneficiary.** The individual who is designated as the Beneficiary under the Plan and is the designated Beneficiary under Code Section 401(a)(9) and Treasury Regulation Section 1.401(a)(9)-1, Q&A-4.
- (ii) **Distribution calendar year.** A calendar year for which a minimum distribution is required. For distributions beginning before the Participant's death, the first distribution calendar year is the calendar year immediately preceding the calendar year which contains the Participant's Required Beginning Date. For distributions beginning after the Participant's death, the first distribution calendar year is the calendar year in which distributions are required to begin under subsection (a)(ii). The required minimum distribution for the Participant's first distribution calendar year shall be made on or before the Participant's Required Beginning Date. The required minimum distribution for other distribution calendar years, including the required minimum distribution for the distribution calendar year in which the Participant's Required Beginning Date occurs, will be made on or before December 31 of that distribution calendar year.
- (iii) **Life Expectancy.** Life expectancy as computed by use of the Single Life Table in Treasury Regulation Section 1.401(a)(9)-9.
- (iv) **Participant's Account Balance.** The Participant's account balance as of the last valuation date in the calendar year immediately preceding the distribution calendar year (valuation calendar year) increased by the amount of any contributions made and allocated or forfeitures allocated to the Participant's account balance as of dates in the valuation calendar year after the valuation date and decreased by distributions made in the valuation calendar year after the valuation date. The Participant's account balance for the valuation calendar year includes any amounts rolled over or transferred to the Plan either in the valuation calendar year or in the distribution calendar year if distributed or transferred in the valuation calendar year.
- (v) **Required Beginning Date.** The Required Beginning Date of a Participant is April 1 following the calendar year in which the Participant attains age 70½ or if later, April 1 following the calendar year in which the Participant retires.

(e) **Election to Allow Participants, Former Participants or Beneficiaries to Elect 5-Year Rule.**

Participants or beneficiaries may elect on an individual basis whether the 5-year rule or the life expectancy rule in subsections (a)(ii) and (c)(ii) applies to distributions after the death of a Participant who has a designated beneficiary. The election must be made no later than the earlier of September 30 of the calendar year in which distribution would be required to begin under Subsection (a)(ii), or by September 30 of the calendar year which contains the fifth anniversary of the Participant's (or, if applicable, surviving spouse's) death. If neither the Participant nor

beneficiary makes an election under this paragraph, distributions will be made in accordance with subsection (a)(ii) and (c)(ii).

(f) **Election to Allow Designated Beneficiary Receiving Distributions Under 5-Year Rule to Elect Life Expectancy Distributions.**

A designated beneficiary who is receiving payments under the 5-year rule may make a new election to receive payments under the life expectancy rule until December 31, 2003, provided that all amounts that would have been required to be distributed under the life expectancy rule for all distribution calendar years before 2004 are distributed by the earlier of December 31, 2003 or the end of the 5-year period.

- 7.7 **Small Sum Payments.** A participant's accumulations may be received in a single sum if certain conditions are met. If a Participant in this Plan terminates employment with the Institution and requests that the Fund Sponsor pay his or her Group Retirement Annuity accumulation in a single sum, the Institution will approve such request if, at the time of the request, the following conditions apply:

~~(1-a)~~ The total Accumulation Account is \$2,000 or less.

~~(2-a)~~ The total accumulation Account attributable to Plan Contributions is not more than \$4,000.

Upon request for the small sum payment, the total Accumulation Account will be payable by the Fund Sponsor to the Participant in a lump sum and will be in full satisfaction of the Participant's rights and his or her spouse's rights to retirement or survivor benefits.

- 7.8 **Direct Rollovers.** This section applies to distributions made on or after January 1, 1993. Notwithstanding any provision of the Plan to the contrary that would otherwise limit a distributee's election under this section, a distributee may elect, at the time and in the manner prescribed by the plan administrator, to have any portion of an eligible rollover distribution paid directly to an eligible retirement plan specified by the distributee in a direct rollover.

For this section, the following definitions apply:

~~(1a)~~ Eligible rollover distribution: An eligible rollover distribution is any distribution of all or any portion of the balance to the credit of the distributee, except that an eligible rollover distribution does not include: any distribution that is one of a series of substantially equal periodic payments (not less frequently than annually) made for the life (or life expectancy) of the distributee or the joint lives (or joint life expectancies) of the distributee and the distributee's designated beneficiary, or for a specified period of ten years or more; any distribution to the extent such distribution is required under Code Section 401(a)(9); and the portion of any distribution that is not includable in gross income (determined without regard to the exclusion for net unrealized appreciation with respect to employer securities) ; and, for any distributions after 12/31/99, any hardship distribution described in Code Section 401(k)(2)(b)(i)(iv).

~~(2b)~~ Eligible retirement plan: An eligible retirement plan is an individual retirement account described in Code Section 408(a), an individual retirement described in section 408(b) of the Code, or a qualified retirement plan described in Code Section 401 (a) or 403 (a) of the Code, that accepts the distributee's eligible rollover distribution. However, in the case of an eligible rollover distribution to the surviving spouse, an eligible retirement plan is an individual retirement account or individual retirement annuity. Effective January 1, 2008, an eligible retirement plan shall also mean a Roth IRA described in Code section 408A, subject to the adjusted gross income limits of Code section 408A(c)(3)(B), if applicable, and subject to the distribution rules of Code section 408A(d)(3).

~~(3c)~~ Distributee: A distributee includes an employee or former Employee. In addition, the Employee's or former Employee's surviving spouse and the Employee's or former Employee's spouse or former spouse who is the alternate payee under a qualified domestic relations order, as defined in section

414(p) of the Code, are distributees with regard to the interest of the spouse or former spouse.

| [\(4d\)](#) Direct rollover: A direct rollover is a payment by the Plan to the eligible retirement plan specified by the distributee.

- 7.9 Distribution to IRA of Nonspouse Beneficiary. A Participant's nonspouse Beneficiary may elect payment of any portion of the deceased Participant's account in a direct trustee to trustee transfer to an individual retirement account or annuity described in section 402(c)(8)(B)(i) or (ii) of the Code that is established to receive the Plan distribution on behalf of the Beneficiary. For purposes of this section, a trust maintained for the benefit of one or more designated beneficiaries may be the Beneficiary to the extent provided in rules prescribed by the Secretary of Treasury. If the Participant dies after the Participant's required beginning date as defined in section 7.6, the required minimum distribution in the year of death may not be transferred according to this section. The requirements of section 402(c)(11) of the Code apply to distributions under this section.

**Article VIII: Administration**

- 8.1 ***Plan Administrator.*** The Idaho State Board of Education, located at 650 W. State Street Boise, Idaho 83720, is the administrator of this Plan and has designated the following as responsible for enrolling Participants, sending Plan contributions for each Participant to the Fund Sponsor(s) selected by a Participant, and for performing other duties required for the operation of the Plan:

~~The~~ Chief Fiscal Officer

~~The~~ Office of the Idaho State Board of Education

~~The Financial~~ Vice President for Finance and Administration  
Boise State University

~~The Financial~~ Vice President for Finance and Administration  
Idaho State University

~~The~~ Vice President for Finance and Administration  
University of Idaho

~~The Financial~~ Vice President for Finance and Administration  
Lewis-Clark State College

~~The Financial~~ Vice President for Finance and Administration  
Eastern Idaho Technical College

~~The~~ Financial Vice President  
College of Southern Idaho

~~The~~ Financial Vice President  
North Idaho College

~~The Financial~~ Vice President for Finance and Administration  
College of Western Idaho

- 8.2 ***Authority of the Institution.*** The Institution has all the powers and authority expressly conferred upon it herein and further shall have discretionary and final authority to determine all questions concerning eligibility and contributions under the Plan, to interpret and construe all terms of the Plan, including any uncertain terms, and to determine any disputes arising under and all questions concerning administration of the Plan. Any determination made by the Institution shall be given deference, if it is subject to judicial review, and shall be overturned only if it is arbitrary or capricious. In exercising these powers and authority, the Institution will always exercise good faith, apply standards of uniform application, and refrain from arbitrary action. The Institution may employ attorneys, agents, and accountants, as it finds necessary or advisable to assist it in carrying out its duties. The Institution, by action of the Board, may designate a person or persons other than the Institution to carry out any of its powers, authority, or responsibilities. Any delegation will be set forth in writing.

- 8.3 ***Action of the Institution.*** Any act authorized, permitted, or required to be taken by the Institution under the Plan, which has not been delegated in accordance section 8.2 "Authority of the Institution," may be taken by a majority of the members of the Board, by vote at a meeting. All notices, advice, directions, certifications, approvals, and instructions required or authorized to be given by the Institution under the Plan will be in writing and signed by either (i) a majority of the members of the Board, or by any member or members as may be designated by the Board, as having authority to execute the documents on its behalf, or ii) a person who becomes authorized to act for the Institution in accordance with the provisions of section 8.2 "Authority of the Institution." Any action taken by the Institution that is authorized, permitted, or required under the Plan and is in accordance with Funding Vehicles contractual obligations are final and binding upon the Institution, and all persons who have or who claim an interest under the Plan, and all third

parties dealing with the Institution.

- 8.4 **Indemnification.** Subject to the limits of the Idaho Tort Claims Act, Idaho Code §6-901 et. seq., The Institution will satisfy any liability actually and reasonably incurred by any members of the Board or any person to whom any power, authority or responsibility of the Institution is delegated pursuant to section 8.2 "Authority of the Institution" (other than the Fund Sponsors) arising out of any action (or inaction) relating to this plan. These liabilities include expenses, attorney's fees, judgments, fines, and amounts paid in connection with any threatened, pending or completed action, suit or proceeding related to the exercise (or failure to exercise) of this authority. This is in addition to whatever rights of indemnification exist under the articles of incorporation, regulations or by-laws of the Institution, under any provision of law, or under any other agreement.
- 8.5 **No Reversion.** Under no circumstances or conditions will any Plan Contributions of the Institution revert to, be paid to, or inure to the benefit of, directly or indirectly, the Institution. However, if Plan Contributions are made by the Institution by mistake of fact, these amounts may be returned to the Institution within one year of the date that they were made, at the option of the Institution.
- 8.6 **Statements.** The Institution will determine the total amount of contributions to be made for each Participant from time to time on the basis of its records and in accordance with the provisions of this Article. When each contribution payment is made by the Institution, the Institution will prepare a statement showing the name of each Participant and the portion of the payment that is made for him or her, and will deliver the statement to the appropriate Fund Sponsors with the contributions payment. Any determination by the Institution, evidenced by a statement delivered to the Fund Sponsors, is final and binding on all Participants, their Beneficiaries or contingent annuitants, or any other person or persons claiming an interest in or derived from the contribution's payment.
- 8.7 **Reporting.** Records for each Participant under this Plan are maintained on the basis of the Plan Year. At least once a year the Fund Sponsors will send each Participant a report summarizing the status of his or her Accumulation Account(s) as of December 31 each year. Similar reports or illustrations may be obtained by a Participant upon termination of employment or at any other time by writing directly to the Fund Sponsors.



**Article IX: Amendment and Termination**

- 9.1 ***Amendment and Termination.*** While it is expected that this Plan will continue indefinitely, the Institution reserves the right to amend, otherwise modify, or terminate the Plan, or to discontinue any further contributions or payments under the Plan, by resolution of its Board. In the event of a termination of the Plan or complete discontinuance of Plan Contributions, the Institution will notify all Participants of the termination. As of the date of complete or partial termination, all Accumulation Accounts will become nonforfeitable to the extent that benefits are accrued.
- 9.2 ***Limitation.*** Notwithstanding the provisions of the "Amendment and Termination" section of Article IX, the following conditions and limitations apply:
- (a) No amendment will be made which will operate to recapture for the Institution any contributions previously made under this Plan. However, Plan Contributions made based on a mistake of fact may be returned to the Institution within one year of the date on which the Plan Contribution was made. Also, Plan Contributions made in contemplation of approval by the Internal Revenue Service may be returned to the Institution if the Internal Revenue Service fails to approve the Plan.
  - (b) No amendment will deprive, take away, or alter any then accrued right of any Participant insofar as Plan Contributions are concerned.

**Article X: Miscellaneous**

- 10.1 ***Plan Non-Contractual.*** Nothing in this Plan will be construed as a commitment or agreement on the part of any person to continue his or her employment with the Institution, and nothing in this Plan will be construed as a commitment on the part of the Institution to continue the employment or the rate of compensation of any person for any period, and all employees of the Institution will remain subject to discharge to the same extent as if the Plan had never been put into effect.
- 10.2 ***Claims of Other Persons.*** The provisions of the Plan will not be construed as giving any Participant or any other person, firm, entity, or corporation, any legal or equitable right against the Institution, its officers, employees, or directors, except the rights as specifically provided for in this Plan or created in accordance with the terms and provisions of this Plan.
- 10.3 ***Merger, Consolidation, or Transfers of Plan Assets.*** In the event of a merger or consolidation with, or transfer of assets to, another plan, each Participant will receive immediately after such action a benefit under the plan that is equal to or greater than the benefit he or she would have received immediately before a merger, consolidation, or transfer of assets or liabilities.
- 10.4 ***Finality of Determination.*** All determinations with respect to the crediting of Years of Service under the Plan are made on the basis of the records of the Institution, and all determinations made are final and conclusive upon employees, former employees, and all other persons claiming a benefit interest under the Plan. Notwithstanding anything to the contrary contained in this Plan, there will be no duplication of Years of Service credited to an employee for any one period of his or her employment.
- 10.5 ***Non-Alienation of Retirement Rights or Benefits.*** No benefit under the Plan may, at any time, be subject in any manner to alienation, encumbrance, the claims of creditors or legal process to the fullest extent permitted by law. No person will have power in any manner to transfer, assign, alienate, or in any way encumber his or her benefits under the Plan, or any part thereof, and any attempt to do so will be void and of no effect. However, this Plan will comply with any judgment, decree or order which establishes the rights of another person to all or a portion of a Participant's benefit under this Plan to the extent that it is a "qualified domestic relations order" under section 414(p) of the Code.
- 10.6 ***Governing Law.*** Except as provided under federal law, the provisions of the Plan are governed by and construed in accordance with the laws of the State of Idaho.

**Article XI: Trust Provisions**

- 11.1 **Establishment of Trust.** The Institution shall establish a Trust, pursuant to applicable law, to hold the assets of the Trust Fund (as defined below). By signing below, the Trustees agree to hold the assets of the Trust Fund, as constituted from time to time, in trust, and to administer the Trust Fund in accordance with the terms and conditions of the Trust provisions in this Article XI. The Trustees shall, at the direction of the Institution as named fiduciary of the Plan, be the owner of the custodial account pursuant to which mutual funds shall be made available under the Plan as investment options. The Trustees shall follow the proper directions of the Institution, as named fiduciary of the Plan, with respect to the investment and withdrawal of assets in the mutual funds provided such directions are made in accordance with the terms of the Plan and are not contrary to ERISA. The shares of such mutual funds in the custodial account shall constitute the "Trust Fund." TIAA-CREF annuity contracts or certificates (and any other annuity contracts that satisfy the requirements of §401(f) of the Code) shall not be part of the Trust Fund. It shall be prohibited at any time for any part of the Trust Fund (other than such amounts as are required or permitted to be used to pay Plan expenses) to be used for, or diverted to, purposes other than the exclusive benefit of Plan Participants and Beneficiaries except as otherwise permitted under the Code and ERISA.
- 11.2 **Nontransferability or Alienation of Benefits.** No right or interest of a Plan Participant or Beneficiary shall be (a) assignable or transferable in any manner, (b) subject to any lien, or (c) liable for, or subject to any obligation or liability of any person except as otherwise permitted under the Code and ERISA. The preceding sentence shall not apply to an assignment, transfer, or attachment pursuant to a qualified domestic relations order (as defined in section 414(p) of the Code) or to a lien or levy on behalf of the Internal Revenue Service.
- 11.3 **Trustees' Authority and Powers over Trust Fund.** Subject to any limitations imposed by § 4975 of the Code and § 406 of ERISA related to prohibited transactions:
- (a) The Trustees shall have the exclusive authority and custody over all Plan assets deposited in the Trust, except to the extent otherwise provided herein.
  - (b) The Trustees shall have the authority and power to make, execute, acknowledge and deliver any instruments that may be necessary or appropriate to carry out their powers.
  - (c) The Trustees shall have the authority to vote by proxy on any mutual fund shares constituting the Trust Fund. In voting such proxies, the Trustees shall follow the instructions of Plan Participants and their Beneficiaries. If no instructions for voting proxies applicable to mutual fund shares are received, the Trustees shall not exercise the voting rights for such shares and will not be responsible for the failure to vote or instruct the vote of such shares.
  - (d) The Trustees shall have full authority and power to do all acts whether or not expressly authorized which may be deemed necessary or proper for the protection of the Trust Fund including the exercise of any conversion privilege and/or mutual fund subscription rights.
  - (e) The Trustees shall have full authority and power to sell, dispose, purchase, exchange or transfer any Trust Fund shares pursuant to the instructions of the Institution, including a return of Plan contributions to the Institution that is permitted under ERISA and the Plan. No provision of this Trust shall be construed to prevent the transfer of funds at the direction of Participants or Beneficiaries among the Plan Allocation Accounts.
  - (f) The Trustees shall apply for beneficial ownership of the custodial account pursuant to the instructions of the Institution as named fiduciary under the Plan.
- 11.4 **Standard of Care.** The Trustees shall discharge their duties with the care, skill, prudence and diligence under the circumstances then prevailing that a prudent man acting in a like capacity and familiar with such matters would use in the conduct of an enterprise of like character and with like aims. No Trustee shall cause the Trust to engage in any prohibited transaction under ERISA.

- 11.5 **Payment of Benefits.** The Trustees shall take such actions as may be necessary to distribute Plan assets held in the Trust to Participants or Beneficiaries in accordance the instructions of the Institution under the Plan. Except as provided in the following sentence, the Trust shall not retain any part of the Accumulation Account due a Participant or Beneficiary. If the Trustees receive any claim to assets held in the Trust which is adverse to a Participant's interest or the interest of his or her Beneficiary, and the Institution as named fiduciary under the Plan, in its absolute discretion, decides the claim is, or may be, meritorious, the Institution may direct the Trustees, and the Trustees shall agree, to withhold distribution until the claim is resolved or until instructed by a court of competent jurisdiction. As an alternative, the Institution may direct the Trustees and the Trustees shall agree, to deposit all or any portion of the Participant's or Beneficiaries' interest in the Trust into the court. Deposit with the court shall relieve the Trustees of any further obligation with respect to the assets deposited. The Trustees have the right to be reimbursed from the Institution for legal fees and costs incurred.
- 11.6 **Reliance on Trustees as Owner.** No one dealing with the Trustees shall be bound to see to the application of any money paid or property transferred to or upon the order of the Trustees, or to inquire into the validity or propriety of anything the Trustees may purport to do.
- 11.7 **Reliance on Institution.** The Trustees may consult with the Institution or counsel designated by the Institution with respect to the meaning or construction of any provision of the Plan, a funding instrument which is an asset of the Trust, the Trustees' obligations or duties under this Article XI or with respect to any action or proceeding arising hereunder. To the extent permitted by law, the Trustees shall be fully protected both with respect to any action taken or omitted in good faith pursuant to the advice of the Institution or its counsel and in reliance upon any statement of fact made by the Institution.
- 11.8 **Accounting of the Trustees.** Within a reasonable period of time after the end of each Plan Year, and/or upon termination of the Trust, the Trustees shall submit to the Institution sufficient information requested by the Institution which is necessary for the Institution to carry out its respective duties under ERISA with respect to the Plan.
- 11.9 **Trustees' Records.**
- (a) The Trustees shall keep accurate and detailed accounts of all investments (if any), Plan assets, receipts, disbursements, and other transactions involving the Trust Fund (if any), not otherwise prepared by the custodian/record-keeper of the custodial account. All accounts, books and records relating to such transactions shall be open to inspection at all reasonable times by any person designated by the Institution.
  - (b) The Trustees shall submit copies of any statements or written communications received pertaining to the investment of any Plan assets constituting the Trust Fund to the Institution contemporaneously with their receipt by the Trustees.
- 11.10 **Annual Valuation.** The Trustees shall cause a valuation of the Trust Fund to be made as of the last day of each Plan Year and shall provide the Institution with a written report of such valuation within a reasonable period of time after the valuation is performed. On each valuation date the earnings and losses shall be allocated to the Accumulation Account of each Participant with interest in such asset in the ratio that the Participant's interest bears to the fair market value of the asset and the Institution shall receive written notice of the value of each Participant's account held in such asset. Such report shall be prepared by the custodian/record-keeper of the custodial account.
- 11.11 **Compensation of Trustee.** The Trustees shall receive such reasonable compensation for services as agreed to in writing by the Trustees and the Institution, except that no compensation shall be paid to an employee of the Institution or its subsidiaries for service as a Trustee.
- 11.12 **Expenses.** All expenses incurred in connection with the administration of the Plan, including but not limited to Trustees' fees, fees of appraisers and accountants (if any), and legal fees shall be paid by the Institution. All expenses of the Trust Fund (if any), shall be paid by the Institution.
- 11.13 **Removal or Resignation of Trustee.** Any person may be removed as Trustee by the Institution at any time by notice in writing to such Trustee. Any person acting as Trustee hereunder may resign at any time upon 30 days notice in writing to the Institution. A resigning or removed Trustee shall transfer and deliver to the Institution all

records of the Trust in his or her possession and shall deliver to their successor Trustees (or the Institution if there are no successor Trustees) all instruments of transfer or assignment, whereupon such Trustee shall have no further duties hereunder; provided, however, that nothing herein shall prevent any Trustee at any time from filing a judicial settlement and accounting with a court of competent jurisdiction. The only parties to such action shall be the Trustees and the Institution. A successor Trustee shall have no duty to examine the accounts, records, investments, or acts of any previous Trustee.

- 11.14 **Appointment of Successor and Additional Trustees.** The Institution may at any time and from time to time appoint successor Trustees and/or additional Trustees. The appointment of a successor and/or an additional Trustee shall become effective upon such Trustee's written acceptance of such appointment agreeing to be bound by the provisions of this Article XI. Upon acceptance of the appointment, each successor and/or additional Trustee shall have all the powers and duties of a Trustee. Except to the extent otherwise provided under ERISA, no successor or additional Trustee shall be personally liable for any act or omission which occurred prior to the time he or she became a Trustee.
- 11.15 **Actions of Trustees.** Except as otherwise provided herein, when there are two Trustees, both must join in taking an action. When more than two Trustees are serving hereunder, all powers of the Trustees shall be by the act of a majority of such persons. Notwithstanding the foregoing, a Trustee may in a signed writing delegate his power to one or more of the other Trustees. No delegation of power may be irrevocable. Notwithstanding the delegation of a power, any Trustee who releases a power shall be liable as a result of the exercise or non-exercise of said power in the same manner as if the power had not been delegated.
- 11.16 **Trustees Liability and Protection.** To the extent permitted by applicable law:
- (a) The Trustees shall not be responsible for the adequacy of the Trust Fund to meet and discharge any and all payments and liabilities under the Plan or Trust. The Trustees shall be fully protected in acting upon any instrument, certificate, or payment believed to be genuine and to be signed or presented by the proper person or persons, and the Trustees shall be under no duty to make any investigation or inquiry as to any statement contained in any such writing but may accept the same as conclusive evidence of the truth and accuracy of the statements therein contained. Except as otherwise provided in Section 405 of ERISA, each Trustee shall be liable only for his or her own acts of fraud, negligence or willful misconduct and for losses or diminution in value that results from his or her own acts of fraud, negligence or willful misconduct.
  - (b) The responsibilities of the Trustees shall be limited to those duties specifically imposed upon them under the terms of this Article XI, and the Trustees shall not be personally liable for the acts or omissions of any other fiduciary of the Plan, except as provided in ERISA.
  - (c) Except to the extent otherwise provided in this Article XI, the Trustees shall not be responsible for the investment of any property delivered to, or held in the Trust. The Trustees shall not be liable for any losses sustained by the Trust Fund by reason of the purchase, sale, retention, transfer or exchange of any investment in accordance with the provisions of the instrument or instructions of the Institution, Plan Participants and Beneficiaries under the terms of the Plan.
  - (d) To the extent permitted by law, the Trustees shall be fully protected in relying upon the advice of legal counsel or the Institution with respect to their duties under the Trust.
  - (e) In addition to whatever rights of indemnification the Trustees may be entitled to under the articles of incorporation, regulations or by-laws of the Institution, under any provision of law, or under any other agreement, the Institution will satisfy any liability actually and reasonably incurred by any Trustee, including expenses, attorney's fees, judgments, fines, and amounts paid in settlement or in connection with any threatened, pending, or completed action, suit, or proceeding which is related to the exercise or failure to exercise of any of the powers, authority, responsibilities, or discretion of the Trustee as provided in this Article XI or which is reasonably believed by the Trustee to be provided hereunder or any action taken by such Trustee in connection with such reasonable belief.
- 11.17 **Documentation.** Any action by the Institution pursuant to this Article XI may be evidenced by writing over the signature of a person designated by the Institution in writing and the Trustees shall be fully protected in acting in accordance with such writing. Any action of the Trustees may be evidenced by a writing signed by such Trustee,

and any party shall be fully protected in acting in accordance with such writing. Except to the extent otherwise provided, any notice to be given under this Article XI will be considered effective when received.

- 11.18 **Amendment.** The Institution may amend any provisions of this Article XI by submitting a copy of the amendment to each Trustee provided that no such amendment which affects the rights, duties or responsibilities of any Trustee may be made without his or her written consent.
- 11.19 **Termination.** The Trust shall continue in full force and effect for such time as may be necessary to accomplish the purposes for which it is created. If the Plan is terminated by the Institution, the Trust shall remain in existence until such time as all assets held in the Trust Fund have been distributed in accordance with the terms of the Plan.
- 11.20 **No Bond.** No original, successor or additional Trustee shall be required to furnish any bond except to the extent required by ERISA and other applicable law.
- 11.21 **Governing Law.** This Trust shall be construed and enforced according to the laws of the State of domicile of the Institution, and all provisions hereof shall be administered according to the laws of such State except to the extent such laws are superseded by ERISA. The determination that any provision of this Trust is not enforceable in accordance with its terms in a particular jurisdiction shall not affect the validity or enforceability of the remaining provisions of this Trust generally or in any other jurisdiction or as to any other parties, but rather such unenforceable provisions shall be stricken or modified in accordance with such determination only as to such parties and this Trust, as so modified, shall continue to bind the specific parties involved therein and otherwise all other parties in unmodified form.

*Employer Identification Number: -*  
*Plan Number: 001*

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(Signature of Plan Administrator)

## Amendment 1

### AMENDMENT OF THE Idaho State Board of Education Optional Retirement Plan for EGTRRA

IN WITNESS WHEREOF, Idaho State Board of Education and Board of Regents of the University of Idaho herein amends the Idaho State Board of Education Optional Retirement Plan, as follows:

#### A. PREAMBLE

1. Adoption and effective date of amendment. This amendment of the Plan is adopted to reflect certain provisions of the Economic Growth and Tax Relief Reconciliation Act of 2001 ("EGTRRA"). This amendment is intended as good faith compliance with the requirements of EGTRRA and is to be construed in accordance with EGTRRA and guidance issued thereunder. Except as otherwise provided, this amendment shall be effective as of the first day of the first plan year beginning after December 31, 2001.
2. Supersession of inconsistent provisions. This amendment shall supersede the provisions of the Plan to the extent those provisions are inconsistent with the provisions of this amendment.

#### B. LIMITATIONS ON CONTRIBUTIONS

Maximum Annual Addition. The annual addition that may be contributed or allocated to a Participant's account under the Plan for any limitation year shall not exceed the lesser of:

- (a) \$40,000, as adjusted for increases in the cost-of-living under section 415(d) of the Code, or
- (b) 100 percent of the Participant's compensation, within the meaning of section 415(c)(3) of the Code, for the limitation year.

The compensation limit referred to in (b) shall not apply to any contribution for medical benefits after separation from service (within the meaning of section 401(h) or section 419(f)(2) of the Code), if any, otherwise treated as an annual addition.

#### C. INCREASE IN COMPENSATION LIMIT

1. Annual Compensation Limit. The annual compensation of each Participant taken into account in determining allocations for any plan year beginning after December 31, 2001, shall not exceed \$200,000, as adjusted for cost-of-living increases in accordance with section 401(a)(17)(B) of the Code. Annual compensation means compensation during the plan year or such other consecutive 12 month period over which compensation is otherwise determined under the plan (the determination period). The cost-of-living adjustment in effect for a calendar year applies to annual compensation for the determination period that begins with or within such calendar year.
2. Plan Definition of Compensation. To the extent the Plan's definition of Compensation includes compensation not currently includable because of the application of Code Section 125 or 403(b), this definition is amended to include compensation not currently includable because of the application of Code §§ 132(f)(4) and 457.
3. Special Rule for Governmental Plans. Notwithstanding the above, employees of governmental employers who became Participants in the Plan before the first day of the plan year beginning after December 31, 1995, will be subject to the annual compensation limit in effect under the Plan before that date, as determined by IRS regulations.

**D. DIRECT ROLLOVERS OF PLAN DISTRIBUTIONS**

1. Effective date. This section shall apply to distributions made after December 31, 2001.
2. Modification of definition of eligible retirement plan. For purposes of the direct rollover provisions in Article VII of the Plan, an eligible retirement plan shall mean a qualified retirement plan described in section 401(a) or section 403(a), of the Code, a tax sheltered annuity plan described in section 403(b) of the Code and an eligible plan under section 457(b) of the Code which is maintained by a state, political subdivision of a state, or any agency or instrumentality of a state or political subdivision of a state and which agrees to separately account for amounts transferred into such plan from this Plan. The definition of eligible retirement plan shall also apply in the case of a distribution to a surviving spouse, or to a spouse or former spouse who is the alternate payee under a qualified domestic relation order, as defined in section 414(p) of the Code.
3. Modification of definition of eligible rollover distribution to exclude hardship distributions. For purposes of the direct rollover provisions in Article VII of the Plan, any amount that is distributed on account of hardship shall not be an eligible rollover distribution and the distributee may not elect to have any portion of such a distribution paid directly to an eligible retirement plan.
3. Modification of definition of eligible rollover distribution to include after-tax employee contributions. For purposes of the direct rollover provisions in Article VII of the Plan, a portion of a distribution shall not fail to be an eligible rollover distribution merely because the portion consists of after-tax employee contributions which are not includible in gross income. However, such portion may be transferred only to an individual retirement account or annuity described in section 408(a) or (b) of the Code, or to a qualified defined contribution plan described in section 401(a) or 403(a) of the Code that agrees to separately account for amounts so transferred, including separately accounting for the portion of such distribution which is includible in gross income and the portion of such distribution which is not so includible.

**E. ROLLOVERS FROM OTHER PLANS**

1. Direct Rollovers. The Plan will accept a direct rollover of an eligible rollover distribution from:
  - a. A qualified plan described in section 401(a) or 403(a) of the Code including after-tax employee contributions.
  - b. A tax sheltered annuity plan described in section 403(b) of the Code, excluding after-tax employee contributions.
  - c. An eligible plan under section 457(b) of the Code which is maintained by a state, political subdivision of a state, or any agency or instrumentality of a state or political subdivision of a state.
2. Participant Rollover Contributions from Other Plans. The Plan will accept a Participant contribution of an eligible rollover distribution from:
  - a. A qualified plan described in section 401(a) or 403(a) of the Code.
  - b. A tax sheltered annuity plan described in section 403(b) of the Code.
  - c. An eligible plan under section 457(b) of the Code which is maintained by a state, political subdivision of a state, or any agency or instrumentality of a state or political subdivision of a state.
3. Participant Rollover Contributions from IRAs. The Plan will accept a Participant rollover contribution of the portion of a distribution from an individual retirement account or annuity described in section 408(a) or 408(b) of the Code that is eligible to be rolled over and would otherwise be includible in gross income.



**BUSINESS AFFAIRS AND HUMAN RESOURCES**  
**DECEMBER 8, 2011**

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**BOISE STATE UNIVERSITY**

**SUBJECT**

Retirement plan changes for Chris Petersen

**REFERENCE**

November 2009	Board approved University's request to establish and adopt 403(b) base and 415(m) excess benefit plans
April 2010	Board approved Employment Agreement and Addendum 1 to Chris Petersen's employment agreement.
February 2011	Board freezes its 403(b) Highly Compensated Employee Plan
June 2011	Board adopts new Supplemental 403(b) Retirement Plan
October 2011	Board approved revised Addendum 2 to Chris Petersen's employment agreement

**APPLICABLE STATUTE, RULE OR POLICY**

Section 33-107C, Idaho Code

**BACKGROUND/DISCUSSION**

Boise State University (BSU) has been working with outside tax counsel (Ice Miller, LLP) to make changes to Mr. Petersen's existing retirement plans, the BSU 403(b) Base Plan (Base Plan) and BSU 415(m) Excess Benefit Plan (Excess Plan), and draft a new 401(a) base plan and 415(m) excess benefit plan.

The University is requesting approval of the following:

- (1) A new 401(a) base plan;
- (2) A new 415(m) excess benefit plan;
- (3) An amendment to the existing BSU Base Plan to:
  - (i) clarify the 2010 change in contribution formula;
  - (ii) amend the distribution provision; and
  - (iii) discontinue contributions to and freeze the plan effective January 1, 2011.
- (4) An amendment to the existing BSU Excess Plan to:
  - (i) revise the definition of "participant" to tie the definition to the 403(b) base plan;
  - (ii) make clear that the Excess Plan is a portion of the 403(b) base plan as required by statute; and
  - (iii) amend the distribution provision.

**BUSINESS AFFAIRS AND HUMAN RESOURCES  
DECEMBER 8, 2011**

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**IMPACT**

The requested changes arise out of a comprehensive review of Mr. Petersen's plans and are based on recommendations from Ice Miller. By adopting new plans and making the recommended amendments to existing plans, the University mitigates the risk of adverse findings in the event of an IRS audit. Once plans have been approved, the University will seek a private letter ruling from the IRS on the new 415(m) excess benefit plan.

**ATTACHMENTS**

Attachment 1 – BSU 401(a) Base Plan  
Attachment 2 – BSU 415(m) Excess Plan

Page 3  
Page 33

**STAFF COMMENTS AND RECOMMENDATIONS**

The Board's deputy attorney general and outside tax counsel worked closely with BSU counsel on the matter of Mr. Petersen's deferred compensation plans. The Board's tax counsel has reviewed the existing BSU 403(b) Base and 415(m) Excess plans (approved by the Board in November 2009) and believes there is little to no risk of an adverse finding by the IRS, but supports the University's decision to adopt new plans in an effort to ameliorate any concerns.

**BOARD ACTION**

I move to approve the request by Boise State University to: adopt a new 401(a) base plan and 415(m) excess benefit plan; to amend the existing BSU 403(b) Base Plan and BSU 415(m) Excess Plan; and to authorize the Vice President for Finance and Administration to execute the necessary documents. The University is authorized to request an IRS private letter ruling or determination letter, as applicable, as the Board cannot guarantee the tax consequences of the Plans pending IRS action.

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

**BOISE STATE UNIVERSITY  
SUPPLEMENTAL 401(a) PLAN**

**Established Effective as of December 1, 2011**

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**BOISE STATE UNIVERSITY  
SUPPLEMENTAL 401(a) PLAN**

Boise State University (the "University") hereby establishes the Boise State University Supplemental 401(a) Plan (the "Plan"), effective December 1, 2011.

**Background**

A. The University wishes to establish a qualified retirement plan, effective December 1, 2011, to provide additional retirement benefits for certain eligible employees of the University.

B. The University intends for the Plan to be a defined contribution plan qualified under Section 401(a) of the Internal Revenue Code of 1986, as amended ("Code"), that is a governmental plan as defined under Code Section 414(d) and Section 3(32) of the Employee Retirement Income Security Act of 1974, as amended ("ERISA").

C. The University intends for the Plan to be funded through one or more qualified trusts under Code Section 501(a), custodial accounts treated as qualified trusts under Code Section 401(f), and/or annuity contracts treated as qualified trusts under Code Section 401(f), all in accordance with the qualification requirements of the Code.

In consideration of the premises, the University hereby establishes the Plan, effective December 1, 2011, to be and read as follows:

**ARTICLE I  
ESTABLISHMENT OF PLAN**

The Plan is hereby established, effective as of December 1, 2011, for the purpose of providing retirement benefits for Eligible Employees. The Plan shall be a profit sharing plan within the meaning of Code Section 401(a)(27), provided, however, that contributions shall be made without regard to profits.

**ARTICLE II**  
**DEFINITIONS AND RULES OF CONSTRUCTION**

**Section 2.01 Rules of Construction and Governing Law.**

(a) The Plan shall be construed, enforced, and administered and the validity thereof determined in accordance with the Code and, when not inconsistent with the Code, the laws of the State of Idaho.

(b) Words used herein in the masculine gender shall be construed to include the feminine gender, where appropriate, and words used herein in the singular or plural shall be construed as being in the plural or singular, where appropriate.

(c) In resolving any conflict between provisions of the Plan and in resolving any other uncertainty as to the meaning or intention of any provision of the Plan, the interpretation that causes the Plan to (i) constitute a qualified plan under the provisions of Code Section 401 with the earnings of the Trust exempt from income tax under Code Section 501, (ii) be a "governmental" plan as defined in ERISA Section 3(32) and Code Section 414(d), and (iii) comply with all applicable requirements of the Code shall prevail over any different interpretation.

(d) The headings and subheadings in the Plan are inserted for convenience of reference only and are not to be considered in the construction of any provision of the Plan.

(e) If any provision of the Plan shall be held to violate the Code or be illegal or invalid for any other reason, that provision shall be deemed to be null and void, but the invalidation of that provision shall not otherwise impair or affect the Plan.

**Section 2.02 Definitions.** When the initial letter of a word or phrase is capitalized herein, the meaning of such word or phrase shall be as follows:

(a) "Account" means, with respect to a Participant, the bookkeeping account maintained to reflect the Participant's interest under the Plan attributable to Employer Contributions. Where the context so permits, "Account" also refers to the amount credited thereto.

(b) "Administrator" means the University and, to the extent that the University has delegated any of its duties as Administrator pursuant to Section 10.03, the committee to whom such duty has been delegated.

(c) "Affiliated Employer" means the University and any other entity that is required to be aggregated with the University under Code Section 414(b), (c) or (m), as determined pursuant to the following sentence. The University shall determine the entities that are Affiliated Employers based on a reasonable good faith standard and taking into account the special rules applicable under Notice 89-23, 1989-1 C.B. 654.

(d) "Applicable Form" means the appropriate form as designated and furnished by the Administrator or Vendor to make the election or provide the notice required by the Plan. In those circumstances where a written election or consent is not required by the Plan or the Code, the Administrator or Vendor may prescribe an electronic or telephonic form in lieu of or in addition to a written form.

(e) "Attachment A" means Attachment A to the Plan, as adopted and amended from time to time by the University. Attachment A lists all Eligible Employees of the University and, with respect to each such Eligible Employee for each Plan Year, either the (i) the amount of the Employer Contribution or (ii) the formula for determining the Employer Contribution.

(f) "Attachment B" means Attachment B to the Plan, as adopted and amended from time to time by the University. Attachment B sets out the terms of the Excess Benefit



Arrangement, which is a part of the Plan and is intended to be a qualified governmental excess benefit arrangement pursuant to Code Section 415(m).

(g) "Beneficiary" means the person or persons determined eligible to receive any benefits payable under the Plan in the event of a Participant's death, as determined pursuant to Section 8.03.

(h) "Code" means the Internal Revenue Code of 1986, as amended from time to time.

(i) "Cost of Living Adjustment" means the cost of living adjustment prescribed by the Secretary of the Treasury under Code Section 415(d) or 401(a)(17), as applicable for any year.

(j) "Effective Date" means December 1, 2011.

(k) "Eligible Employee" means an Employee listed in Attachment A.

(l) "Employee" means a common law employee of the University.

(m) "Employer Contribution" means a contribution made by the University on behalf of a Participant pursuant to the terms of the Plan.

(n) "Excess Benefit Arrangement" means the Boise State University 415(m) Qualified Excess Benefit Arrangement established pursuant to Attachment B, which is the portion of this Plan intended to be a qualified governmental excess benefit arrangement pursuant to Code Section 415(m).

(o) "Investment Option" means an investment option selected by the Administrator and made available to the Participants under the Plan pursuant to Section 6.04.

(p) "Participant" means an Eligible Employee or former Eligible Employee who has an Account balance under the Plan.

(q) "Plan" means the plan created and embodied herein, as amended from time to time, known as the "Boise State University Supplemental 401(a) Plan."

(r) "Plan Compensation" means, with respect to a Participant for a Plan Year, the remuneration paid to the Employee by the University during such Plan Year as his base wage or salary, plus bonuses and overtime paid, but excluding living or other allowances, premium payments, compensation in kind, payments made to any employee pension or welfare benefit plan, or any other special or unusual form of compensation; provided, however, Plan Compensation includes any amount contributed by the University pursuant to a salary reduction agreement between the University and the Employee that is excludable from gross income of the Employee pursuant to Code Section 125, 132(f)(4), 403(b), or 414(h)(2) or amounts deferred under an eligible deferred compensation plan within the meaning of Code Section 457(b). Notwithstanding any other provision of the Plan to the contrary, the annual Plan Compensation of an Employee taken into account under the Plan shall not exceed the limitation specified by Code Section 401(a)(17), increased thereafter by the Cost of Living Adjustment.

(s) "Plan Year" means the initial short Plan Year of December 1, 2011 through December 31, 2011, and thereafter, the calendar year.

(t) "Section" means a section of this Plan, unless it is immediately preceded by the word "Code."

(u) "Severance from Employment" means a Participant's severance from employment with the University and Affiliated Employers for any reason. A Participant shall be deemed to have severed from employment with the University for purposes of the Plan when, in accordance with the established personnel practices of the University, the employment relationship is treated

as terminated. An authorized leave of absence, including a leave pursuant to the Family and Medical Leave Act, is not a Severance from Employment.

(v) "Spouse" means the person to whom the Participant is married as of the relevant date determined in accordance with applicable local law.

(w) "Trust" means a trust, a custodial account treated as a qualified trust under Code Section 401(f), and/or an annuity contract treated as a qualified trust under Code Section 401(f), established under the Plan to hold Plan assets.

(x) "Trust Fund" means all the cash, securities, or other property, together with income therefrom, held by the Trustee pursuant to the terms of the Plan and Trust.

(y) "Trustee" means the entity or person(s) designated by the University as trustee of a Trust, and includes the entity or person(s) holding the assets of a custodial account or holding an annuity contract in accordance with Code Section 401(f).

(z) "University" means Boise State University.

(aa) "Vendor" means a service provide designated by the Administrator to serve as third party administrator and/or recordkeeper for the Plan and/or to offer Investment Options to Participants under the Plan.

(bb) "Vested" refers to the portion of an Account in which the interest of the Participant or Beneficiary is nonforfeitable, except as otherwise expressly provided herein.

### **ARTICLE III** **ELIGIBILITY**

**Section 3.01 Participation Standards.** An Employee shall become a Participant as of the date designated in the Attachment A.

**Section 3.02 Cessation of Participation.** A Participant shall cease to be a Participant upon the distribution of his entire Account.

**Section 3.03 Completion of Forms by Participants and Beneficiaries.** A Participant and any Beneficiary eligible to receive, or claiming a right to receive, any benefits under the Plan must complete such Applicable Forms and furnish such proofs and information as may reasonably be required at any time by the Administrator or Vendor.

**ARTICLE IV**  
**CONTRIBUTIONS AND VESTING**

**Section 4.01 Employer Contributions.**

(a) The University shall contribute on behalf of each Participant who is an Eligible Employee on the last day of the Plan Year an Employer Contribution in the amount required for such Participant pursuant to Attachment A for the Plan Year.

(b) Notwithstanding paragraph (a), if an Eligible Employee has a Severance from Employment prior to the last day of the Plan Year, the University shall contribute on behalf of such Participant a prorated Employer Contribution for that Plan Year determined by multiplying the Employer Contribution required for such Participant pursuant to Attachment A for the Plan Year by a fraction, the numerator of which is the number of days in the Plan Year prior to the Eligible Employee's Severance from Employment and the denominator of which is 365.

(c) The University shall make such Employer Contribution no later than required by law, and such contribution shall be allocated to the Eligible Employee's Account as of the last day of the Plan Year or, if earlier, as of the day prior to the Eligible Employee's Severance from Employment; provided, however, the Eligible Employee shall not be entitled to earnings with respect to an Employer Contribution until such contribution is made to the Trust and allocated to the Eligible Employee's Account.

**Section 4.02 Vesting.** A Participant's interest in his Account shall be one hundred percent (100%) Vested at all times.

**Section 4.03 Rollover Contributions.** The Plan does not accept any rollover contributions.

**ARTICLE V**  
**LIMITATIONS ON CONTRIBUTIONS**

**Section 5.01 Code Section 415(c) Limitations.**

(a) To the extent required by Code Section 415(c), in no event shall the "annual addition" for any Participant for any Plan Year exceed the lesser of:

(1) The amount specified in Code Section 415(c)(1)(A), increased thereafter by the Cost of Living Adjustment (\$49,000 for 2011 and \$50,000 for 2012); or

(2) One hundred percent (100%) of the "compensation" the Participant received from the University or an Affiliated Employer during the Plan Year.

(b) For purposes of this Article, "annual addition" has the meaning specified in Code Section 415(c), as modified in Code Section 415(l)(1) and 419A(d)(2). In general, Code Section 415(c) defines the annual addition as the sum of (i) employer contributions and (ii) forfeitures credited to the Participant's Account for the Plan Year under this Plan and any other Code Section 401(a) plan sponsored by the University or by an Affiliated Employer. Amounts allocated after March 31, 1984, to an individual medical account, as defined in Code Section 415(l)(2), which is part of a pension or annuity plan maintained by the University or an Affiliated Employer are treated as annual additions to a defined contribution plan. Also, amounts derived from contributions paid or accrued after December 31, 1985, in taxable years ending after such date, which are attributable to post-retirement medical benefits allocated to the separate account of a key employee, as defined in Code Section 419A(d)(3), under a welfare benefit fund, as defined in Code Section 419(e), maintained by the University or an Affiliated Employer are treated as annual additions to a defined contribution plan.

(c) For purposes of this Article, "compensation" means compensation as defined in Code Section 415(c)(3). In general, Code Section 415(c)(3) defines compensation as all of a Participant's wages as defined in Code Section 3401(a) for the purposes of income tax withholding at the source but determined without regard to any rules that limit the remuneration included in wages based on the nature or location of the employment or the services performed (such as the exception for agricultural labor in Code Section 3401(a)(2)); provided, however, compensation shall also include the amount of any elective deferrals, as defined in Code Section 402(g)(3), and any amount contributed or deferred by the University at election of the Employee and which is not includible in the gross income of the Employee by reason of Code Section 125, 403(b), 132(f)(4), or 457(b). Compensation under this paragraph for a Plan Year shall not include any compensation for the year greater than the limit established under Code Section 401(a)(17) as of the first day of the year, increased by the Cost of Living Adjustment.

Compensation for a Plan Year includes compensation paid by the later of (i) two and one-half (2½) months after an Employee's Severance from Employment, or (ii) the end of the Plan Year that includes the date of the Employee's Severance from Employment, if: (I) the payment is regular compensation for services during the Employee's regular working hours, or compensation for services outside the Employee's regular working hours (*e.g.*, overtime or shift differential), commissions, bonuses, or other similar payments and the payment would have been paid to the Employee prior to a Severance from Employment if the Employee had continued in employment with the University; or (II) the payment is for unused accrued *bona fide* sick, vacation, or other leave, but only if the Employee would have been able to use the leave if the Employee had continued in employment; or (III) received by an Employee pursuant to a nonqualified unfunded deferred compensation plan, but only if the payment would have been

paid to the Employee at the same time if the Employee had continued in employment with the University and only to the extent that the payment is includible in the Employee's gross income.

Compensation shall also include compensation after a Severance from Employment if the compensation is paid because of either (i) qualified military service or (ii) permanent and total disability.

(d) If a Participant has annual additions for a Plan Year under this Plan and another 401(a) defined contribution plan of the University or Affiliated Employer for such Plan Year, and such annual additions (before application of this Article) would exceed the limitations of this Article, the adjustment to comply with this Article shall be made pursuant to this Plan.

(e) Pursuant to Treasury Regulation Section 1.415(j)-1(a), the "limitation year" for the Plan under Section 415 is the calendar year (which is the same as the Plan Year).

## **ARTICLE VI**

### **INVESTMENTS AND ACCOUNTING**

**Section 6.01 Participant's Account.** An Account shall be maintained by the Administrator or Vendor for each Participant pursuant to the terms of the Plan. The Account shall reflect the record of the Participant's interest under the Plan attributable to contributions and the earnings and losses thereon. The maintenance of individual accounts is for accounting and recordkeeping purposes only, and a segregation of Plan assets to each Account is not required.

**Section 6.02 Statement of Account.** The Administrator or Vendor shall provide each Participant with a statement of the value of the Participant's Account as of the end of the Plan Year and as of such other dates as the University may request in writing.

**Section 6.03 Value of Account.** The value of a Participant's Account as of any determination date is the value of the balance of the Account as determined by the Administrator or Vendor. All transactions and Account records shall be based on fair market value.

**Section 6.04 Investment Options.**

(a) The Administrator shall select the Investment Options available to Participants under the Plan, and it may add and delete Investment Options at any time.

(b) Each Participant shall have sole authority and responsibility for directing the investment of future contributions on his behalf and his Account among the available Investment Options. Each Participant shall elect Investment Options in which his Account and/or future contributions shall be invested by completing the Applicable Form in accordance with the procedure established by the Vendor. To the maximum extent permitted by law, the University and Administrator shall have no responsibility or liability for any investment made pursuant to the Participant's election.

(c) If a Participant does not have a valid and complete investment direction on file with the Vendor on the Applicable Form, contributions may be invested in a default fund selected by the Administrator, in its sole discretion, until the Participant makes an affirmative election regarding the investment of his Account.

**ARTICLE VII**  
**NONALIENATION OF BENEFITS**

No benefit under the Plan, prior to actual receipt thereof by the Participant or his Beneficiary, shall be liable for any debt, liability, contract, engagement, or tort of the Participant or his Beneficiary, nor subject to anticipation, sale, assignment, transfer, encumbrance, pledge, charge, attachment, garnishment, execution, alienation, or other voluntary or involuntary alienation or other legal or equitable process, nor transferable by operation of law.



**ARTICLE VIII**  
**BENEFITS**

**Section 8.01 Benefits.**

(a) If a Participant incurs a Severance from Employment for any reason other than death, the Participant shall be entitled to the value of his Account payable in a single cash lump sum or in any other form of benefit offered by the Vendor. Payment of benefits shall commence as soon as practicable, but not later than the sixtieth (60<sup>th</sup>) day after the close of the Plan Year in which the Participant becomes eligible for a payment of his benefit; provided, however, that the Participant or Beneficiary, if applicable, may elect a later distribution date in writing directed to the Administrator or Vendor, subject to the limitations set out in Subsection (b).

(b) Notwithstanding any provision of the Plan to the contrary, the distribution of a Participant's Account shall be made in accordance with the following requirements and shall otherwise comply with Code Section 401(a)(9) and the Treasury Regulations thereunder (including Treasury Regulation Section 1.401(a)(9)-(2)), the provisions of which are incorporated herein by reference:

(1) The Participant's benefits shall be distributed to him not later than April 1 of the calendar year following the later of (i) the calendar year in which the Participant reaches age seventy and one half (70½) or (ii) the calendar year in which the Participant has a Severance from Employment.

(2) Distributions to the Participant and his Beneficiaries shall be made in accordance with the incidental death benefit requirements of Code Section 401(a)(9)(G) and the Treasury Regulations thereunder.

**Section 8.02 Death Benefits.**

(a) If a Participant dies after distribution of his entire Account, no benefit is payable under the Plan.

(b) If a Participant dies before his entire Account is distributed, his remaining Account balance shall be distributed to his Beneficiary as a single lump sum payment as soon as administratively feasible after the Participant's death.

**Section 8.03 Beneficiaries.**

(a) The primary Beneficiary of a Participant is the Participant's Spouse, unless the Participant designates a different primary Beneficiary pursuant to Subsection (b).

(b) The Participant may designate on the form provided by the Administrator or Vendor one or more primary and contingent Beneficiaries to receive any death benefits payable under the Plan upon his death. Each such designation may be revoked, amended, or changed by the Participant by notice in writing to the Administrator or Vendor on the Applicable Form.

(c) In the absence of a designation by the Participant pursuant to Subsection (b), or if all designated Beneficiaries predecease the Participant, the benefits, if any, shall be paid to the Participant's Spouse, if living at the time of the Participant's death, or if such Spouse does not survive the Participant, to the Participant's estate.

**Section 8.04 Survivor Rights.** After distribution of the Participant's Account, neither the Participant nor his Beneficiary shall be entitled to any further benefit from this Plan.

**Section 8.05 No Loans or Hardship Distributions.** No Participant loans or distributions for financial hardship shall be allowed or available under the Plan.

**Section 8.06 Charge or Discount.** Notwithstanding anything contained herein to the contrary, any surrender charge assessed against a Participant's Account by any Investment Option shall reduce the amount of the benefit payable to the Participant.

**Section 8.07 Persons Under Legal Disability.** If any benefit under the Plan is payable to a minor or other person under legal disability, the Administrator shall direct that such payment be made to the legal guardian of such person or to such other person or organization as a court of competent jurisdiction may direct. Neither the University, the Administrator, the Trustee, nor the Plan shall be responsible for the application of such payment.

**Section 8.08 Payments at Direction of the Administrator.** Any benefit payable under the Plan shall be paid only at the written direction of the Administrator following completion of appropriate form or forms, as determined by the Administrator. Benefits under the Plan shall be paid only if the Administrator decides in its discretion that the Participant is entitled to them.

**ARTICLE IX**  
**ROLLOVERS FROM PLAN**

**Section 9.01 Definitions for this Article.** For purposes of this Article, the following definitions shall apply.

(a) "Direct Rollover" means an Eligible Rollover Distribution that is paid directly to an Eligible Retirement Plan for the benefit of the Distributee.

(b) "Distributee" means the Participant when eligible to receive a distribution from the Plan, or the Participant's surviving Spouse who is eligible to receive a distribution from the Plan, or the Participant's non-Spouse Beneficiary who is eligible to receive a distribution from the Plan.

(c) "Eligible Retirement Plan," as defined under Code Section 402(c)(8)(B), means:

(1) an individual retirement account described in Code Section 408(a);

- (2) an individual retirement annuity described in Code Section 408(b);
- (3) an annuity plan described in Code Section 403(a);
- (4) a contract described in Code Section 403(b);
- (5) a qualified plan described in Code Section 401(a);
- (6) an eligible deferred compensation plan described in Code Section 457(b)

which is maintained by an eligible employer described in Code Section 457(e)(1)(A); and

- (7) a Roth individual retirement account described in Code Section 408A(e), provided the Distributee's adjusted gross income does not exceed any limit applicable under federal law for the tax year to which the distribution occurs,

that accepts the Distributee's Eligible Rollover Distribution; provided, however, that for purposes of the Participant's non-Spouse Beneficiary, Eligible Retirement Plan has the meaning in item (1) or (2), to the extent consistent with the provisions of Code Section 402(c)(11) and any successor provisions thereto or additional guidance issued thereunder.

(d) "Eligible Rollover Distribution," as defined in Code Section 402(f)(2)(A), means any distribution of all or any portion of the balance to the credit of the Distributee under this Plan, excluding the following:

- (1) any distribution that is one of a series of substantially equal periodic payments (not less frequently than annually) made over the life (or life expectancy) of the Distributee or the joint lives (or joint life expectancies) of the Distributee and the Distributee's designated Beneficiary, or for a specified period of ten years or more;
- (2) any distribution to the extent to which such distribution is required under Code Section 401(a)(9);

(3) the portion of any distribution that is not includable in gross income (determined without regard to the exclusion for net unrealized appreciation described in Code Section 402(e)(4));

(4) any distribution which is made upon hardship of the employee; and

(5) other items designated by regulations, or by the commissioner in revenue rulings, notices, or other guidance, as items that do not constitute an eligible rollover distribution.

**Section 9.02 Direct Transfer of Eligible Rollover Distribution.** A Distributee may elect on an Applicable Form to have an Eligible Rollover Distribution paid directly to an Eligible Retirement Plan as specified by the Distributee in a Direct Rollover, at the time and in the manner prescribed by the Administrator. An Eligible Rollover Distribution that is paid to an Eligible Retirement Plan in a Direct Rollover is excludable from the Distributee's gross income under Code Section 402; provided, however, if any portion of such Eligible Rollover Distribution is subsequently distributed from the Eligible Retirement Plan, that portion shall be included in gross income to the extent required under Code Section 402, 403, or 408.

**Section 9.03 Mandatory Withholding of Eligible Rollover Distributions.**

(a) If the Distributee of an Eligible Rollover Distribution does not elect to have the Eligible Rollover Distribution paid directly from the Plan to an Eligible Retirement Plan in a Direct Rollover pursuant to Code Section 401(a)(31), the Eligible Rollover Distribution shall be subject to a mandatory twenty percent (20%) federal income tax withholding under Code Section 3405(c). Only that portion of the Eligible Rollover Distribution that is not paid directly from the Plan to an Eligible Retirement Plan in a Direct Rollover shall be subject to the mandatory withholding requirement under Code Section 3405(e).

(b) If a Distributee elects to have an Eligible Rollover Distribution paid to the Distributee, the distribution may be excluded from gross income of the Distributee provided that said distribution is contributed to an Eligible Retirement Plan no later than the sixtieth (60th) day following the day on which the Distributee received the distribution.

(c) If the Plan distribution is not an Eligible Rollover Distribution, said distribution shall be subject to the elective withholding provisions of Code Section 3405(a) and (b).

**Section 9.04 Explanation of Plan Distribution and Withholding Requirements.**

Each Distributee shall be provided, within a reasonable period of time before making an Eligible Rollover Distribution, a written explanation which explains the rules:

(a) under which a Distributee may elect to have an Eligible Rollover Distribution paid in a Direct Rollover to an Eligible Retirement Plan;

(b) that require the withholding of tax on an Eligible Rollover Distribution if it is not paid in a Direct Rollover to an Eligible Retirement Plan;

(c) that provide that a distribution shall not be subject to tax if the distribution is rolled over to an Eligible Retirement Plan within sixty (60) days after the date the Distributee receives the distribution; and

(d) if applicable, certain special rules regarding taxation of the distribution as described in Code Sections 402(d) and (e).

**ARTICLE X**  
**ADMINISTRATION OF THE PLAN**

**Section 10.01 Administrator.** The University is the Plan's Administrator, and shall act through action of the University, except as the University's authority to act is delegated as provided in Section 10.03. The Administrator shall have authority to control and manage the operation and administration of the Plan and shall be the named fiduciary of the Plan. The

Administrator shall have all powers necessary or convenient to enable it to exercise such authority. In connection therewith, the Administrator may provide rules and regulations, not inconsistent with the provisions hereof, for the operation and management of the Plan and may from time to time amend or rescind such rules or regulations. The Administrator is authorized to accept service of legal process for the Plan.

**Section 10.02 Powers of the Administrator.** Except as may be otherwise specifically provided in the Plan, the Administrator shall have the power to construe and interpret the Plan and to determine all questions of fact or law arising hereunder. The Administrator may correct any defect, supply any omission or reconcile any inconsistency in the Plan in such manner and to such extent as it may deem expedient and, subject to provisions of the Plan regarding claims to benefits, the Administrator should be the sole and final judge of such expediency.

**Section 10.03 Delegation by Administrator.** The University may delegate some or all of its duties or responsibilities as Administrator to a committee; provided, however, the University may revoke such delegated authority at any time without cause or advance notice. To the extent of such delegation, the committee shall have the same power and authority with respect to such delegated duties or responsibilities as the University would have in the absence of such delegation.

**Section 10.04 Advice to Administrator.** The Administrator may employ or contract with one or more persons to render advice with regard to its duties, responsibilities, and authority under the Plan.

**Section 10.05 Fiduciary Insurance.** The Administrator may purchase fiduciary liability insurance for any employees of the Administrator to cover liability or losses occurring by reason of the act or omission of an employee with respect to the Plan.

**Section 10.06 Limitation on Recovery.** To the extent permitted by law, a Participant and any Beneficiary may not seek recovery against the University or Administrator, or any employee, contractor, or agent of the University or Administrator, for any loss sustained by the Participant or Beneficiary due to the nonperformance of their duties, negligence, or any other misconduct of the above named persons.

**Section 10.07 Benefit Payments.** The Administrator, if in doubt regarding the correctness of its action with respect to a benefit payment, may direct suspension of payment until satisfied as to the correctness of the payment or the person to receive the payment. Alternatively, the Administrator may file, in any state court of competent jurisdiction, a suit, in the form it deems appropriate, for legal determination of the benefits to be paid and the persons to receive them. The Administrator may also bring a suit, or take other action as it deems appropriate, to resolve questions involving investment directions. The Administrator shall comply with the final order of the court in any such suit, and any affected Participant or Beneficiary, and the Administrator shall be bound by such an order, insofar as it affects the benefits payable under this Plan, or the method or manner of payment.

**Section 10.08 Unclaimed Benefit Payments.** If any payment of a benefit hereunder, which has been mailed by regular United States first-class mail to the last address of the payee furnished to the Trustee by the Administrator is returned unclaimed, the Trustee shall notify the Administrator and shall discontinue further payments to such payee until it receives the further instructions of the Administrator, subject to any applicable Unclaimed Property Act provisions.

**Section 10.09 Payment of Expenses.** All expenses and costs associated with the administration and investments of the Plan shall be assessed against Plan assets and the Participant's Account unless otherwise agreed in writing by the Administrator.



**ARTICLE XI**  
**CLAIMS PROCEDURE**

**Section 11.01 Claims.** Any person who believes that he is entitled to any benefits under the Plan shall present such claim in writing to the Administrator. The Administrator shall within ninety (90) days provide adequate notice in writing to any claimant as to the decision on any such claim. If such claim has been denied, in whole or in part, such notice shall set forth (i) the specific reasons for such denial, (ii) the specific reference to any pertinent provisions of the Plan on which denial is based, (iii) a description of any additional material or information necessary for the claimant to perfect the claim and an explanation of why such material or information is necessary, and (iv) an explanation of the review procedure for the Plan. Such notice shall be written in a manner calculated to be reasonably understood by the claimant. Within sixty (60) days after receipt by the claimant of notification of denial, the claimant shall have the right to present a written appeal to the Administrator. If such appeal is not filed within said sixty (60) day period, the decision of the Administrator shall be final and binding. The Administrator shall act as a fiduciary in making a full and fair review of such denial. The claimant or his duly authorized representative may review any Plan documents that are pertinent to the claim and may submit issues and comments to the Administrator in writing. A decision by the Administrator shall be made promptly, and in any event not later than sixty (60) days after its receipt of the appeal.

**Section 11.02 Questions of Interpretation.** The Administrator shall have the power to construe this Plan and to determine all questions of fact or law arising thereunder. It may correct any defect, supply any omission or reconcile any inconsistency in this Plan in such manner and to such extent as they may deem expedient.

**Section 11.03 Reliance.** If the Administrator or any other fiduciary with respect to the Plan acts in reliance on an election, consent, or revocation made pursuant to this Plan, the election, consent, or revocation shall be treated as valid for purposes of discharging the Plan from liability to the extent of payments made pursuant to such acts.

**Section 11.04 Disputes.** In the event there is a dispute over any terms and conditions of this Plan affecting any individual, such individual shall notify the Administrator in writing of his position. The decision of the Administrator shall be final and binding on all parties, and this appeal shall be the sole and exclusive remedy in any such dispute.

**ARTICLE XII**  
**PLAN AMENDMENT AND TERMINATION**

**Section 12.01 Amendment for Qualification of Plan.** It is the intent of the University that the Plan shall be and remain qualified for tax purposes under the Code. The Administrator may submit the Plan for approval under the Code, and all expenses incident thereto shall be borne by the University. The University may adopt any Plan amendments necessary to obtain and retain approval of the Secretary of Treasury or his delegate as may be necessary to establish and maintain the tax-qualified status of the Plan under the Code, as now in effect or hereafter enacted. Any amendment of the Plan adopted in accordance with this Section may be adopted retroactively, if necessary or appropriate, and all persons shall be bound thereby.

**Section 12.02 Other Plan Amendments.** The University reserves the right, in its sole and final discretion, to amend the Plan at any time; provided, however, that no such amendment shall reduce any Participant's Vested Account balance or violate any other applicable provision of the Code.

**Section 12.03 Termination of Plan.** The University reserves the right, in its sole and final discretion, to terminate the Plan in whole or in part at any time. Following such

termination, Participants' Accounts shall be distributed in accordance with the applicable provisions of the Plan.

**ARTICLE XIII**  
**MISCELLANEOUS PROVISIONS**

**Section 13.01 Nondiversion.** The assets of the Plan shall never inure to the benefit of the University and shall be held for the exclusive purposes of providing benefits to Participants and Beneficiaries and defraying reasonable expenses of administering the Plan; provided, however, that:

(a) in the case of a contribution made by the University under a mistake of fact, such contribution shall be returned to the University, upon demand, within one year after the payment of the contribution; and

(b) Contributions by the University are conditioned on the initial qualification of the Plan under the Code and the continued qualification of the Plan as a result of Plan amendment, and if the Plan does not so qualify initially or as a result of amendment, then such contributions shall be returned to the University, upon demand, within one year after the date of denial of qualification of the Plan.

**Section 13.02 Military Leave.**

(a) Notwithstanding any provisions of the Plan to the contrary, contributions, benefits, and service credit with respect to qualified military service shall be provided in accordance with the Uniformed Services Employment and Reemployment Rights Act of 1994 ("USERRA"), Code Section 414(u), and Code Section 401(a)(37), as amended from time to time.

(b) For purposes of this Section, "qualified military service" means any service in the uniformed services as defined in USERRA by any individual if such individual is entitled to reemployment rights under USERRA with respect to such service.

(c) If a Participant timely resumes employment with the University in accordance with USERRA, the University shall make the contributions that would have been made if the Participant had remained employed during the Participant's qualified military service. Contributions must be made no later than ninety (90) days after the date of reemployment or when the contributions are normally due for the year in which the qualified military service was performed, if later.

(d) To the extent provided under Code Section 401(a)(37), in the case of a Participant whose employment is interrupted by qualified military service and who dies while performing qualified military service, the survivor of such Participant shall be entitled to any additional benefit (other than benefit accruals) provided under the Plan as if the Participant timely resumed employment in accordance with USERRA and then terminated employment on account of death.

(e) A Participant whose employment is interrupted by qualified military service or who is on a leave of absence for qualified military service and who receives a differential wage payment within the meaning of Code Section 414(u)(12)(D) from the University, shall be treated as an Employee of the University and the differential wage payment shall be treated as Plan Compensation. This provision shall be applied to all similarly situated individuals in a reasonably equivalent manner.

**Section 13.03 Merger, Consolidation of Plans or Transfer of Plan Assets.** In the case of any merger or consolidation with, or transfer of assets or liabilities to, any other plan, each Participant shall be entitled to a benefit (as if the Plan had been terminated) immediately after the

merger, consolidation, or transfer which is equal to or greater than the benefit he would have been entitled to receive immediately before the merger, consolidation, or transfer (as if the Plan had been terminated).

**Section 13.04 Allocation of Fiduciary Responsibilities.** Each fiduciary under the Plan shall be responsible only for the specific duties assigned under the Plan and shall not be directly or indirectly responsible for the duties assigned to another fiduciary. No fiduciary of the Plan shall be liable for any act or omission in appropriately carrying out his responsibilities under the Plan.

**Section 13.05 Limitation of Rights and Obligations.** Neither the establishment nor maintenance of the Plan nor any amendment thereof, nor the purchase of any insurance contract, nor any act or omission under the Plan or resulting from the operation of the Plan shall be construed:

(a) As conferring upon the Participant or Beneficiary, or any other person any right or claim against the University, Administrator, or Trustee except to the extent that such right or claim shall be specifically expressed and provided in the Plan.

(b) As an agreement, consideration, or inducement of employment or as effecting in any manner or to any extent whatsoever the rights or obligations of the University or any Employee to continue or terminate the employment relationship at any time.

(c) As creating any responsibility or liability for any taxes or tax consequences on the accrual or payment of benefits under this Plan or the Excess Benefit Arrangement.

**Section 13.06 Counterparts.** This Plan may be executed in any number of counterparts, each of which shall be deemed to be an original. All counterparts shall constitute but one and the same instrument and shall be sufficiently evidenced by any one counterpart.

IN WITNESS WHEREOF, Boise State University has caused this Plan to be established  
as of the Effective Date.

BOISE STATE UNIVERSITY

By:\_\_\_\_\_

Title:\_\_\_\_\_

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

ATTACHMENT AELIGIBLE EMPLOYEES OF UNIVERSITY

This Attachment A identifies each Eligible Employee of the University, his Entry Date, and the Method of Determining his Employer Contributions, as follows:

<b>Eligible Employee</b>	<b>Entry Date</b>	<b>Employer Contribution</b> ( <i>expressed as annual dollar amount or percentage of Plan Compensation</i> )
Chris Petersen	12/1/11	\$245,000 for 2011 Plan Year \$250,000 for 2012 Plan Year and thereafter

The University has approved the Eligible Employees, Entry Dates, and Employer Contributions specified above and agrees to fund the required contributions for such Employees under the Plan and to comply with the terms of the Plan with respect to such Employees.

BOISE STATE UNIVERSITY

By: \_\_\_\_\_

Title: \_\_\_\_\_

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

ATTACHMENT B

CODE SECTION 415(M) QUALIFIED GOVERNMENTAL EXCESS BENEFIT  
ARRANGEMENT



**BOISE STATE UNIVERSITY  
415(m) QUALIFIED EXCESS BENEFIT ARRANGEMENT**

A portion of the  
Boise State University Supplemental 401(a) Plan,  
established effective December 1, 2011

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**BOISE STATE UNIVERSITY  
415(m) QUALIFIED EXCESS BENEFIT ARRANGEMENT**

Boise State University has adopted this Boise State University 415(m) Excess Benefit Arrangement as part of the Boise State University Supplemental 401(a) Plan ("401(a) Plan"), effective as of December 1, 2011.

**Background**

A. The 401(a) Plan is a governmental plan, as defined in Section 414(d) of the Internal Revenue Code ("Code") and the Employee Retirement Income Security Act Section 3(32) ("ERISA").

B. The Excess Benefit Arrangement is intended to be a qualified governmental excess benefit arrangement within the meaning of Code Section 415(m)(3) and an exempt governmental deferred compensation plan described in Code Section 3121(v)(3). Internal Revenue Code Sections 83, 402(b), 409A, 457(a), and 457(f)(1) shall not apply to the Arrangement. The sole purpose of the Arrangement is to provide for contributions that would have been made to the 401(a) Plan absent the limitations of Code Section 415(c).

**ARTICLE I  
DEFINITIONS AND CONSTRUCTION**

**Section 1.01 Definitions.** The definitions of the 401(a) Plan shall apply to this Arrangement. In addition, when the initial letter of a word or phrase is capitalized herein but not defined in the 401(a) Plan, the meaning of such word or phrase shall be as follows:

(a) "Arrangement" or "Excess Benefit Arrangement" means the plan created and embodied herein, as amended from time to time, known as the "Boise State University 415(m) Qualified Excess Benefit Arrangement."

(b) "Excess Contribution" means, with respect to a 415(m) Participant, the Employer Contribution that would have been made for the 415(m) Participant to the 401(a) Plan but could not be made because of the application of Code Section 415(c).

(c) "415(m) Account" means, with respect to a 415(m) Participant, the bookkeeping account maintained to reflect his interest under this Arrangement attributable to Excess Contributions.

(d) "415(m) Participant" means an Eligible Employee or former Eligible Employee who has an Account balance under this Arrangement.

(e) "415(m) Trust" means the trust or trusts established to receive contributions under the Arrangement, each such trust to be a grantor trust established in accordance with Rev. Proc. 92-64, which trust is established separate from the 401(a) Plan and the trust thereunder.

(f) "415(m) Trustee" means the entity or persons designated trustee of a 415(m) Trust or any successor trustees(s) of a 415(m) Trust.

**Section 1.02 Construction and Governing Law.**

(a) Subject to Subsection (b), the Rules of Construction and Governing Law provisions of Section 2.01 of the 401(a) Plan shall apply to this Arrangement.

(b) In resolving any conflict among provisions of this Arrangement and in resolving any other uncertainty as to the meaning or intention of any provision of this Arrangement, the interpretation that causes (i) the Arrangement to constitute a qualified governmental excess benefit arrangement under the provisions of Code Section 415(m), (ii) the 415(m) Trust to be exempt from tax under Code Sections 115 and 415(m), and (iii) the Arrangement to comply with all applicable provisions of the 401(a) Plan and all applicable requirements of the Code and other applicable laws and rules shall prevail over any different interpretation.

**ARTICLE II**  
**PARTICIPATION**

A Participant in the 401(a) Plan shall automatically participate in this Arrangement for a Plan Year, if the Employer Contributions made on the Participant's behalf under the 401(a) Plan for such Plan Year are limited by Code Section 415(c). The Administrator shall determine for each Plan Year which Participants in the 401(a) Plan are required to participate in this Arrangement.

**ARTICLE III**  
**EXCESS BENEFITS**

**Section 3.01 Excess Contributions.**

(a) The University shall make an Excess Contribution for each 415(m) Participant determined eligible for the Plan Year pursuant to Article II equal to the Employer Contributions that would have been made for the 415(m) Participant to the 401(a) Plan but that could not be made because of the application of Code Section 415(c). The Excess Contribution shall be made to the 415(m) Trust and allocated to the Participant's 415(m) Account.

(b) No election is provided at any time to the 415(m) Participant, directly or indirectly, to defer compensation under this Arrangement, and no employee pre-tax or after-tax contributions may be made to or under this Arrangement at any time.

**Section 3.02 Time and Form of Benefit Payment.**

(a) If a 415(m) Participant incurs a Severance from Employment for any reason other than death, his Vested 415(m) Account shall be distributed in a single cash lump sum payment as soon as practicable following sixty (60) days after his Severance from Employment.

(b) If 415(m) Participant dies before his entire Vested 415(m) Account has been distributed, his remaining Vested 415(m) Account shall be distributed to his Beneficiary as a single cash lump sum payment as soon as practicable after the 415(m) Participant's death.

(c) Notwithstanding paragraph (a), a Participant may make an irrevocable election within thirty (30) days after becoming a Participant in the Excess Benefit Arrangement to:

- (1) delay receipt of his Vested 415(m) Account to a date after his Severance from Employment, but not later than attainment of age seventy and one-half (70 ½), and/or
- (2) receive his Vested 415(m) Account in installment payments over a period not to exceed ten (10) years.

To the extent an election is made to change the timing of the distribution, the election must state the specific age (not later than age seventy and one-half (70 ½)) at which distributions will begin. To the extent an election is made to change the form of the distribution, the election must state the specific period of time (not to exceed ten (10) years) over which installments will be paid. An election under this paragraph (c) will be irrevocable once made.

#### **ARTICLE IV** **VESTING**

A 415(m) Participant's interest in his 415(m) Account shall be one hundred percent (100%) Vested at all times.

#### **ARTICLE V** **FUNDING**

##### **Section 5.01 Funding.**

(a) This Arrangement shall be, and remain, unfunded, and the rights, if any, of any person to any benefits hereunder shall be those specified herein and in the 415(m) Trust. This Arrangement constitutes an unsecured promise by the University to make benefit payments in the future through the 415(m) Trust.

(b) Under no circumstances shall Excess Contributions under this Arrangement be part of or credited to the 401(a) Plan, and benefits under this Arrangement shall be paid solely from the 415(m) Trust.

**Section 5.02 415(m) Trust.** The 415(m) Trust is established separate from the 401(a) Plan and its underlying trust to hold the Excess Contributions under this Arrangement and the earnings thereon. The 415(m) Trust is maintained solely for the purpose of providing benefits under this Arrangement and defraying the reasonable administrative costs of this Arrangement and the 415(m) Trust. Contributions under this Arrangement shall be held separate and apart from the funds of the 401(a) Plan and shall not be commingled with the assets thereof.

**Section 5.03 415(m) Trust Assets.** All assets of the 415(m) Trust, including all Excess Contributions under this Arrangement, all property and rights acquired or purchased with such amounts, and all income attributable to such amounts shall be and remain the general, unpledged, unrestricted assets of the 415(m) Trust. The 415(m) Trust funds shall be held separate and apart from other funds of the University and shall be used exclusively for the uses and purposes of Participants and general creditors as set forth herein. 415(m) Participants shall have no preferred claim on, or any beneficial interest in, any assets of the 415(m) Trust or the University. Any assets held by the 415(m) Trust shall be subject to the claims of the University's general creditors under federal and state law in the event of insolvency, to the extent of the University's undistributed contributions, if any.

**Section 5.04 415(m) Trust Income.** It is intended that income accruing to the 415(m) Trust shall constitute income derived from the exercise of an essential governmental function on which the 415(m) Trust shall be exempt from tax under Code Sections 115 and 415(m)(1).

**ARTICLE VI**  
**ACCOUNTING**

**Section 6.01 Participant's Account.** A 415(m) Account shall be maintained by the Administrator or Vendor for each 415(m) Participant pursuant to the terms of this Arrangement. The 415(m) Account shall reflect the record of the 415(m) Participant's interest under this Arrangement attributable to Excess Contributions made by the University and the earnings and losses thereon. The maintenance of individual accounts is for accounting and recordkeeping purposes only, and a segregation of assets to each 415(m) Account is not required.

**Section 6.02 Statement of Account.** The Administrator or Vendor shall provide each 415(m) Participant with a statement of the value of his 415(m) Account as of the end of the Plan Year and as of such other dates as the University may request in writing.

**Section 6.03 Participant Directed Investments.** Each 415(m) Participant shall have sole authority and responsibility for the investment of his 415(m) Account in the Investment Options available under this Arrangement. Each 415(m) Participant shall elect Investment Options into which his 415(m) Account shall be invested by completing the Applicable Form in accordance with the procedure established by the Vendor. Neither the University, 415(m) Trustee, nor Administrator shall have responsibility or liability for any investments, investment directions, or investment results of the 415(m) Participant.

**Section 6.04 Value of 415(m) Account.** The value of a 415(m) Participant's 415(m) Account as of any determination date is the value of the balance of the 415(m) Account as determined by the Administrator or Vendor. All transactions and 415(m) Account records shall be based on fair market value.



**ARTICLE VII**  
**ADMINISTRATION**

**Section 7.01** **Administrator.** Except as expressly provided herein, the University and the Administrator shall have the same rights, duties, and responsibilities with respect to this Arrangement as they have with respect to the 401(a) Plan.

(a) The Administrator shall have such power and authority (including discretion with respect to the exercise of that power and authority) as may be necessary, advisable, desirable or convenient to enable it:

(1) to establish procedures with respect to administration of this Arrangement not inconsistent with the terms hereof or the Code and to amend or rescind such procedures;

(2) to determine, consistent with the terms hereof, applicable provisions of the 401(a) Plan, and the requirements of applicable law, rules, and regulations all questions of law or fact that may arise as to eligibility for participation, benefits, and/or other rights hereunder;

(3) pursuant to Article IV hereof, to make payments from the 415(m) Trust with respect to 415(m) Participants;

(4) to contract with one or more Vendors to perform designated administrative services under this Arrangement; and

(5) subject to and consistent with the Code, to construe and interpret the terms of this Arrangement and to correct any defect, supply any omission, or reconcile any inconsistency relating to the administration of this Arrangement.

(b) Any action by the Administrator that is not found to be an abuse of discretion shall be final, conclusive, and binding on all individuals affected thereby. The Administrator may take any such action in such manner and to such extent as it, in its sole discretion, may deem expedient.

**Section 7.02** **Advice.** The Administrator may employ one or more persons to provide advice with regard to its responsibilities hereunder. The consultants, independent auditors, attorneys, and actuaries performing services for the 401(a) Plan may also perform services hereunder. Any fees attributable to services performed with respect to this Arrangement shall be payable from 415(m) Participants' Accounts, if not paid by the Administrator or the University.

**Section 7.03** **Payment of Benefits.** The Administrator, if in doubt concerning the correctness any benefit payment hereunder, may suspend payment until satisfied as to the correctness of such payment.

## **ARTICLE VIII**

### **PLAN AMENDMENT OR TERMINATION**

**Section 8.01** **Termination.** The University reserves the right, in its sole and final discretion, to terminate this Arrangement in whole or in part at any time; provided, however, that this Arrangement shall terminate automatically on termination of the 401(a) Plan. Following such termination, all 415(m) Accounts shall be distributed in accordance with the applicable provisions hereof.

**Section 8.02** **Amendment.** The University reserves the right, in its sole and final discretion, to amend this Arrangement at any time; provided, however, that no such amendment shall reduce any 415(m) Account or the Vested interest therein.

**ARTICLE IX**  
**MISCELLANEOUS**

**Section 9.01** **Federal and State Taxes.** Neither the University, 415(m) Trustee, nor the Administrator guarantees that any particular federal or state income, payroll, or other tax consequence will occur because of participation in this Arrangement.

**Section 9.02** **Release.** Any payment to a 415(m) Participant shall, to the extent thereof, be in full satisfaction of the claim of the Participant being paid thereby, and the Administrator or Trustee may condition payment thereof on the delivery by the 415(m) Participant of a duly executed receipt and release in such form as may be determined by the Administrator.

**Section 9.03** **Severability.** If any provision of this Arrangement shall be held by a court of competent jurisdiction to be invalid or unenforceable, the remaining provisions of this Arrangement shall continue to be fully effective.

IN WITNESS WHEREOF, the University has caused this Excess Benefit Arrangement to be established as part of the 401(a) Plan, effective as of December 1, 2011.

BOISE STATE UNIVERSITY

By:\_\_\_\_\_

Title:\_\_\_\_\_

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

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**BUSINESS AFFAIRS AND HUMAN RESOURCES**  
**DECEMBER 8, 2011**

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**UNIVERSITY OF IDAHO**

**SUBJECT**

Renewal of Board-Approved Multi-Year Contract Pursuant to ABA Accreditation Requirement for the College of Law

**REFERENCE**

Nov. 29-Dec. 1, 2006      The Board approved a five year contract for clinical law instructor and director of external programs in Boise (now Associate Dean for Boise Programs) Lee Dillion.

**APPLICABLE STATUTE, RULE, OR POLICY**

Idaho State Board of Education Governing Policies & Procedures, Section II.G.1.b.

**BACKGROUND/DISCUSSION**

In 2006, the Board of Regents approved a five-year contract for clinical law instructor and director of external programs at University of Idaho in Boise (now associate dean for Boise programs) Lee B. Dillion. The contract, attached, provides at paragraph 2.5 a process for review of performance and recommendation regarding renewal. This process has been followed, and performance has been found to be outstanding. The review committee has recommended, and the College dean also hereby recommends, that the contract be renewed for another five-year term.

**IMPACT**

The University will remain in compliance with the American Bar Association (ABA) Accreditation Standard 405 ("A law school shall afford to full-time clinical faculty members a form of security of position reasonably similar to tenure, and non-compensatory perquisites reasonably similar to those provided other full-time faculty members. A law school may require these faculty members to meet standards and obligations reasonably similar to those required of other full-time faculty members").

**ATTACHMENTS**

Attachment 1 – Proposed Contract	Page 3
Attachment 2 – Dean's Letter	Page 7

**STAFF COMMENTS AND RECOMMENDATIONS**

This is a five year contract for an associate dean position at the University of Idaho's College of Law.

Board policy II.G. provides as follows: "All non-tenured faculty employees have fixed terms of employment. No contract of employment with such an employee

**BUSINESS AFFAIRS AND HUMAN RESOURCES  
DECEMBER 8, 2011**

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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.”

The accrediting body requires law schools to provide “full-time clinical faculty members a form of security of position reasonably similar to tenure.” A five year contract meets the intent of this accreditation standard. The contract does, however, contain provisions allowing for termination for cause or due to discontinuance of the program.

Staff finds that a contract for a term of five years is reasonable and recommends approval.

**BOARD ACTION**

I move to approve the request by the University of Idaho to approve a five year contract for clinical law instructor and Associate Dean for Boise Programs, Lee Dillion, and to authorize the University’s Vice President for Finance and Administration to execute the contract in substantial conformance to the form submitted in Attachment 1.

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

## EMPLOYMENT AGREEMENT

This Employment Agreement (Agreement) is entered into by and between the University of Idaho (University), and Lee Dillion (Employee).

### ARTICLE 1

1.1. Employment. Subject to the terms and conditions of this Agreement, the University will employ Employee as the Associate Dean for Boise Programs and Instructor in Law, a full-time, fiscal year, non-tenure track faculty position with an administrative component. Except as otherwise provided in this Agreement, Employee remains subject to all University and Regents policies generally applicable to employees of his classification.

1.2. Reporting Relationship. Employee will report and be responsible directly to Director of Clinical Programs and to the Dean of the College of Law (Dean). Annual performance evaluations will be conducted in accordance with standard University and College of Law policies.

1.3. Duties and Performance. Employee's duties will be as described in the position description attached as **Exhibit A**. The Director of Clinical Programs, in consultation with Dean and Employee, will review and, if appropriate, modify the position description on an annual basis in accordance with University and College of Law policies.

1.4. Compensation and Benefits. Employee will be paid at a fiscal year salary rate of \$116,329.60 and will be eligible for University and College changes in employee compensation, if any, in accordance with applicable guidelines. Employee will be eligible for University benefits generally applicable to employees of his classification.

### ARTICLE 2

2.1. Term. This Agreement is for a fixed-term appointment of five (5) years, commencing on December 1, 2011 and terminating on December 1, 2016, without further action by either party, unless sooner terminated in accordance with other provisions of this Agreement.

2.2. Discipline or Termination for Adequate Cause. During the term of this Agreement, Employee may be disciplined or terminated for adequate cause, as defined by Regents and University policies, and in accordance with the process set forth in the University's Faculty-Staff Handbook.

2.3. Termination Due to Discontinuance or Material Modification of Program. During the term of this Agreement, Employee may be terminated upon twelve (12) months written notice from the Dean if the College discontinues or materially modifies

the clinical programs or external programs.

2.4. Renewal. This Agreement is renewable solely upon an offer from the University and an acceptance by Employee, both of which must be in writing and signed by the parties. A written offer of employment has been made by the College of Law and accepted by the Employee, subject to Board approval. This Agreement in no way grants to Employee a claim to tenure in employment.

2.5 Process for Renewal. At least six months prior to the expiration of this Agreement, the Dean will review Employee's responsibilities, performance, and conduct during the term of the Agreement. Based on this initial review, the Dean may recommend and initiate renewal of the Agreement or may initiate a comprehensive review. The comprehensive review will be conducted by a committee consisting of the members of the College's promotion and tenure committee plus the Director of Clinical Programs. The committee will evaluate Employee's responsibilities and effectiveness in the following areas: teaching; administration; service (College, University, professional, and public); and professional writing and communications. Evidence of effectiveness should include, but is not limited to, annual performance evaluations, student evaluations, professional writing and communications, input from the Employee, and input from the relevant constituencies both within and outside the College. Upon completion of its review, the committee will issue a written report with its findings and recommendations to the Dean, with a copy to the Employee. The Dean will then determine whether to renew this Agreement and will notify the Employee in writing of his decision and the basis for the decision.

### ARTICLE 3

3.1 Board Approval. This Agreement will not be effective until and unless approved by the University's Board of Regents and fully executed by both parties as set forth below. In addition, the payment of any compensation pursuant to this Agreement will be subject to the approval of the University's Board of Regents, the President, and the Dean; the sufficiency of legislative appropriations; the receipt of sufficient funds in the account from which such compensation is paid; and Board of Regents and University rules regarding financial exigency.

3.2 Assignment. Neither party may assign its rights or delegate its obligations under this Agreement without the prior written consent of the other party.

3.3 Waiver. No waiver of any default in the performance of this Agreement will be effective unless in writing and signed by the waiving party. The waiver of a particular breach in the performance of this Agreement will not constitute a waiver of any other or subsequent breach. The resort to a particular remedy upon a breach will not constitute a waiver of any other available remedies.



3.4 Severability. If any provision of this Agreement is determined to be invalid or unenforceable, the remainder of the Agreement will not be affected and will remain in effect.

3.5 Governing Law. This Agreement will 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 will be brought in the courts of the state of Idaho.

3.6 Oral Promises. Oral promises of an increase in annual salary or of any supplemental or other compensation will not be binding upon the University.

3.7 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), will excuse the performance by such party for a period equal to any such prevention, delay or stoppage.

3.8 Confidentiality. Employee hereby consents and agrees that this document may be subject to disclosure upon University's receipt of a request pursuant to the Idaho Public Records Act.

3.9 Notices. Any notice under this Agreement will 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 will 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:	Dean College of Law University of Idaho P.O. Box 442321 Moscow, Idaho 83844-2321
with a copy to:	Director of Clinical Programs College of Law University of Idaho P.O. Box 442322 Moscow, Idaho 83844-2322
the Employee:	Last known address on file with University's Human Resources

Any notice will 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, will always be effective.

3.10 Headings. The headings contained in this Agreement are for reference purposes only and will not in any way affect the meaning or interpretation hereof.

3.11 Binding Effect. This Agreement is for the benefit only of the parties hereto and will inure to the benefit of and bind the parties and their respective heirs, legal representatives, successors and assigns.

3.12 No Third Party Beneficiaries. There are no intended or unintended third party beneficiaries to this Agreement.

3.13 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 will be effective unless in writing, signed by both parties, and approved by University's Board of Regents.

3.14 Opportunity to Consult with Attorney. Employee 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 will be construed simply, according to its fair meaning, and not strictly for or against any party.

Approved by the Board of Regents on the \_\_\_\_ day of \_\_\_\_\_, 2011.

UNIVERSITY OF IDAHO

EMPLOYEE

\_\_\_\_\_  
Ron Smith, Vice President for  
Finance and Administration

\_\_\_\_\_  
Lee Dillion

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

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

Approved by:


\_\_\_\_\_  
Douglas Baker, Provost and Executive Vice President  
Date:\_\_\_\_\_

\_\_\_\_\_  
Don Burnett, Dean  
College of Law  
Date:\_\_\_\_\_

## MEMORANDUM

Date: 17 October 2011

To: Doug Baker, Provost and Executive Vice President, University of Idaho

From: Don Burnett, Dean, University of Idaho College of Law 

Subject: *Renewal* of ABA-Required and Regents-Approved Five-Year Contract for Law Faculty Member Lee B. Dillion

As explained on the accompanying cover sheet for the Board of Regents, the American Bar Association, requires – and in 2006 the Board approved – a five-year renewable contract for clinical law faculty member Lee Dillion. Pursuant to paragraph 2.5 of the contract (attached), the process for renewal entails a comprehensive review of the faculty member's responsibilities and effectiveness in fulfilling those responsibilities. This review has been conducted by a committee composed of Professor Maureen Laflin, Director of Clinical Programs, and faculty members of the College's Tenure & Promotions Committee (chaired by Professor Dale Goble).

The committee has solicited input from the entire law school community – faculty, staff, and students – as well as from the College of Law Advisory Council and other professional colleagues outside the University. The committee has submitted a thorough written report, finding that Lee Dillion has (a) performed his teaching role admirably as an instructor and thoughtful mentor to students in the Small Business legal Clinic, which he founded, and in the externships he has developed and supervised; (b) excelled in administration, demonstrating leadership as Director of External Programs and subsequently as Associate Dean for Boise programs; (c) excelled also in service to the College, to the UI Boise Center, and to the Idaho State Bar and Law Foundation; and (d) produced useful scholarship in the form of continuing legal education materials and articles for the Idaho State Bar's publication *The Advocate*. His professional writings and presentations, and his interactions with colleagues, are characterized by objective analysis and clear communication.

The committee has “resoundingly” recommended that Lee Dillion's contract be renewed for another five-year term. I enthusiastically concur. My annual evaluations of Lee's performance, and the evaluations made by our Associate Dean for Faculty, Professor Elizabeth Brandt, have consistently rated Lee's performance as exceptional or as exceeding expectations throughout the current contract period. He is a treasure to the College of Law and to the University. I heartily recommend that the University seek Board approval for another five-year term.

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**BUSINESS AFFAIRS AND HUMAN RESOURCES  
DECEMBER 8, 2011**

<b>TAB</b>	<b>DESCRIPTION</b>	<b>ACTION</b>
<b>1</b>	<b>AMENDMENTS TO BOARD POLICY</b> Sections V.B., D., & V. – Second Reading	Motion to approve
<b>2</b>	<b>AMENDMENTS TO BOARD POLICY</b> Section V.F. & K. Construction Projects – Second Reading	Motion to approve
<b>3</b>	<b>AMENDMENTS TO BOARD POLICY</b> Section V.C.. – First Reading	Motion to approve
<b>4</b>	<b>AMENDMENTS TO BOARD POLICY</b> Section V.N.. – First Reading	Motion to approve
<b>5</b>	<b>AMENDMENTS TO BOARD POLICY</b> Section V.R.. – First Reading	Motion to approve
<b>6</b>	<b>INTERCOLLEGIATE ATHLETICS</b> Gender Equity Report	Information item
<b>7</b>	<b>AMENDMENTS TO BOARD POLICY</b> Section III.T. Athletics – First Reading	Motion to approve
<b>8</b>	<b>FY 2011 NET ASSETS REPORT</b>	Information item
<b>9</b>	<b>BOISE STATE UNIVERSITY</b> Bronco Stadium Expansion Project, Phase I, Football Complex	Motion to approve
<b>10</b>	<b>BOISE STATE UNIVERSITY</b> Bronco Stadium Bleacher Upgrades	Motion to approve
<b>11</b>	<b>BOISE STATE UNIVERSITY</b> Enterprise System Roadmap Systems Human Capital Management and Finance Services Agreements	Motion to approve

**BUSINESS AFFAIRS AND HUMAN RESOURCES  
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<b>TAB</b>	<b>DESCRIPTION</b>	<b>ACTION</b>
<b>12</b>	<b>UNIVERSITY of IDAHO</b> Delta Zeta Ground Lease	Motion to approve

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**BUSINESS AFFAIRS AND HUMAN RESOURCES  
DECEMBER 8, 2011**

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**SUBJECT**

Board Policy, Section V. Subsections B., D., and V. – Second Reading

**REFERENCE**

August 2011

Board approved first reading

**APPLICABLE STATUTES, RULE OR POLICY**

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

**BACKGROUND / DISCUSSION**

In October 2011 the Board approved the first reading to amend Board policy subsections referenced above.

**IMPACT**

Board staff identified reports required in policy which are unnecessary, duplicative or discretionary. 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**

There were no changes between the first and second reading. Staff recommends approval.

**BOARD ACTION**

I move to approve the second reading of the amendments to Board Policy V. B., D., and V., as presented.

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

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**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).

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**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

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SECTION: V. FINANCIAL AFFAIRS

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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.

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**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**

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**Subsection: B. Budget Policies**

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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.

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- 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.

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ATTACHMENT 1

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- 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.

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ATTACHMENT 1

SECTION: V. FINANCIAL AFFAIRS

Subsection: B. Budget Policies

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**ATTACHMENT 2**

**SECTION: V. FINANCIAL AFFAIRS**

**Subsection: D. Fiscal Officer, Banking, and Investments**

~~February, 2011~~ **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

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**SECTION: V. FINANCIAL AFFAIRS**

**Subsection: D. Fiscal Officer, Banking, and Investments**

~~February, 2011~~ **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

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**GOVERNING POLICIES AND PROCEDURES**

**ATTACHMENT 2**

**SECTION: V. FINANCIAL AFFAIRS**

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~~February, 2011~~ **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.

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SECTION: V. FINANCIAL AFFAIRS

Subsection: D. Fiscal Officer, Banking, and Investments

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**GOVERNING POLICIES AND PROCEDURES**

ATTACHMENT 3

SECTION: V. FINANCIAL AFFAIRS

Subsection: V. Scholarships

~~April 2002~~

~~December 2011~~

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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.

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SECTION: V. FINANCIAL AFFAIRS

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ATTACHMENT 3

~~April 2002~~

December 2011

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**SUBJECT**

Board Policy, Sections V.F and K. – second reading

**REFERENCE**

April 2011	First reading; returned to committee for more work and to be brought back to the Board for another first reading
June 2011	Board approved first reading
August 2011	Second reading; returned to committee for more work and to be brought back to the Board for another second reading

**APPLICABLE STATUTE, RULE, OR POLICY**

Idaho State Board of Education Governing Policies & Procedures, Sections V.F. and V.K.

**BACKGROUND/ DISCUSSION**

In June 2011 the Board approved the first reading to amend Board policy V.F. and V.K., and instructed staff to increase the institution threshold to \$500,000 and Board approval threshold to \$1,000,000, and to add a new section for approval of design-build projects. In August 2011 the policy was returned to the Business Affairs and Human Resources (BAHR) committee for further work. The primary concern centered around when is it appropriate for the institutions to raise funds for a project. The points that needed to be clarified were how the institutions raise funds, when they may accept funds, and when six-year capital plan approval takes place.

**IMPACT**

The revised policies will provide clarity in terms of the Board's expectations and preferred process for submitting requests for major capital project approval.

**ATTACHMENTS**

Attachment 1 – Proposed Revised Policy, Section V.F.	Page 3
Attachment 2 – Proposed Revised Policy, Section V.K.	Page 5
Attachment 3 – Construction Project Approval Process Flowchart	Page 9

**STAFF COMMENTS AND RECOMMENDATIONS**

The primary concern raised by Board members when this policy was considered at the August meeting is: when is it appropriate for an institution to begin fundraising for a contemplated capital project? This poses a bit of a conundrum. The institutions need to be able to gauge what kind of philanthropic support there may be for a project before coming to the Board. Yet, if an institution gets firm financial pledges of support and then comes to the Board for approval of planning and design, the Board feels boxed-in and that its approval process becomes a formality. Thus, a process is needed whereby institutions have the

**BUSINESS AFFAIRS AND HUMAN RESOURCES  
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flexibility necessary to solicit donations for capital projects, yet maintains the Board's oversight authority.

The only method staff has indentified which strikes this balance is to make the review and approval of the six-year capital plans a much more robust and substantive process. For example, institutions would need to demonstrate how their six-year capital plans are linked to their campus master plans and strategic plans, and are consistent with their mission statement. The Board could require other specific financial or programmatic information in support of the plans. Ultimately, approval of the six-year capital plan would authorize institutions to solicit and accept gifts and grants in support of projects in their plans. All projects would still have to follow the major project approval process, which would keep the Board approval procedure relevant.

Staff recommends approval.

**BOARD ACTION**

I move to approve the second reading of the amendment to Board Policy V.F. Bonds and Other Indebtedness and V.K. Construction Projects, as presented.

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



F. Bonds and Other Indebtedness

1. General Powers

The University of Idaho, Idaho State University, Lewis-Clark State College, and Boise State University may, by a majority vote of all the members of the Board, borrow money with or without the issuance of bonds pursuant to Chapter 38, Title 33, Idaho Code. The Board must act by formal resolution. Such indebtedness is not an obligation of the state of Idaho but is an obligation solely of the respective institutions and the respective board of trustees. Any indebtedness is to be used to acquire a project, facility, or other asset that may be required by or be convenient for the purposes of the institution. For indebtedness of a major capital project, an institution shall first obtain approval in accordance with Board policy V.K. (for purposes of this subsection, a major capital project is one in which the project cost exceeds \$1,000,000). Student fees, rentals, charges for the use of the projected facility, or other revenue may be pledged or otherwise encumbered to pay the indebtedness. Refunding bonds also may be issued.

Eastern Idaho Technical College is not authorized to borrow money under Chapter 38, Title 33, Idaho Code.

2. Attorney General's Opinion

The Board or the institution may request the Attorney General of Idaho to review and pass upon the validity of a proposed bond issue. If found valid, the bond is an incontestable, binding obligation on the institution.

3. Private Sale

A private sale of bonds is permitted only with the prior approval of the Board as the governing body of the institution. The chief executive officer of the institution must justify why a public sale is not desirable and explain the benefits of a private sale of bonds.

4. Responsibility of the Chief Executive Officer

The chief executive officer of the institution is responsible for compliance with state law and these provisions when any indebtedness is incurred.

5. Expenditure of Excess Revenue

Expenditure of project revenues over and above that pledged or otherwise encumbered to meet the indebtedness is limited to expenditures for projects identified in the bond's Official Statement. Expenditure of excess revenue for other

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projects requires prior Board approval. Expenditures between two hundred fifty thousand dollars (\$250,000) and five hundred thousand dollars (\$500,000) require prior approval from the executive director and expenditures greater than five hundred thousand dollars (\$500,000) require prior Board approval.

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1. Authorization Limits

Without regard to the source of funding, before any institution or agency under the governance of the Board begins to make capital improvements, either in the form of alteration and repair to existing facilities or construction of new facilities, it must be authorized based on the limits listed below. Projects requiring executive director or Board approval must include a separate budget line for architects, engineers, or construction managers and engineering services for the project cost.

<u>Project Originally Authorized By</u>	<u>Original Project Cost</u>	<u>Cumulative Value of Change(s)</u>	<u>Aggregate Revised Project Cost</u>	<u>Change Authorized By</u>
<u>Local Agency</u>	<u>&lt; \$3500,000</u>	<u>Any</u>	<u>&lt; \$3500,000</u>	<u>Local Agency</u>
<u>Local Agency</u>	<u>&lt; \$3500,000</u>	<u>Any</u>	<u>\$3500,000- \$751,000,000</u>	<u>Executive Director</u>
<u>Local Agency</u>	<u>&lt; \$3500,000</u>	<u>Any</u>	<u>&gt; \$751,000,000</u>	<u>SBOE</u>
<u>Executive Director</u>	<u>\$3500,000- \$751,000,000</u>	<u>&lt;= \$2500,000</u>	<u>&lt;= \$51,000,000</u>	<u>Local Agency</u>
<u>Executive Director</u>	<u>\$3500,000- \$751,000,000</u>	<u>Any</u>	<u>&gt; \$751,000,000</u>	<u>SBOE</u>
<u>SBOE</u>	<u>&gt; \$751,000,000</u>	<u>&lt; \$3500,000</u>	<u>Any</u>	<u>Local Agency</u>
<u>SBOE</u>	<u>&gt; \$751,000,000</u>	<u>\$3500,000- \$751,000,000</u>	<u>Any</u>	<u>Executive Director</u>
<u>SBOE</u>	<u>&gt; \$751,000,000</u>	<u>&gt; \$751,000,000</u>	<u>Any</u>	<u>SBOE</u>

12. Major Project Approvals - Proposed PlansCapital Construction Plans

Without regard to the source of funding, before any institution, school or agency under the governance of the Board begin formal planning to make capital improvements, either in the form of renovation or addition to or demolition of existing facilities, when the cost of the project is estimated to exceed five hundred thousand dollars (\$500,000), must first be submitted to the Board for its review and approval. All projects identified on the institutions', schools or agencies' six-year capital plan must receive Board approval.

a. Before any institution or agency under the governance of the Board solicits, accepts or commits a gift or grant in support of a specific major project, such project must first be included on the institution's or agency's Board-approved six-year capital construction plan (hereinafter "Plan").

b. Institutions and agencies under the governance of the Board shall bring their Plan to the Board for review and approval at its regularly scheduled August meeting. The Plan shall span six fiscal years going forward starting at the fiscal year next. The Plan shall only include capital projects for which the cost is estimated to exceed one million dollars (\$1,000,000) without regard to the source of funding. Board approval of a Plan shall constitute notice to the Board that an institution or agency

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may bring a request at a later date for approval for planning and design for one or more of the projects in their approved Plan.

c. If an institution or agency under the governance of the Board desires to begin the major project approval process, as set forth below, of a project not listed on its approved Plan, it shall first bring an amended plan to the Board for approval at the Board's next regularly scheduled meeting. If a potential donor offers an unsolicited gift to an institution or its affiliated foundation in support of a major project which is not in an institution's or agency's Plan, and time is of the essence such that an amended Plan could not be submitted at the Board's next regularly scheduled meeting, the institution or agency shall notify the Board's executive director in writing prior to acceptance of the gift and shall include: an explanation and justification for the exigency; a detailed statement of purpose and fiscal impact; and a summary of the terms and conditions of the gift.

**3. Major Project – Defined**

"Major Project" is a capital project for which the total cost is estimated to exceed one million dollars (\$1,000,000), without regard to source of funding.

**4. Design-Bid-Build Projects**

**a. Major Project Approvals - Planning and Design**

Board approval is required before any institution or agency begins planning and design on a major project carried out under the traditional "design-bid-build" method. For design-bid-build projects, planning and design encompasses the preparation of architectural and engineering documents and associated budget and schedule information through the completion of the construction documents for bidding. This level of approval may not be requested concurrently with any other step in the major project approval process.

**b. Major Project Approvals – Project Budget and Financing Plan**

Board approval of a preliminary project budget and financing plan (including financial pro forma, debt/operating expenses ratio, pledges, strategic facilities fees, and other material financial information) is required for a project that has previously received approval for its planning and design. This level of approval may be requested concurrently with approval for construction.

**c. Major Project Approvals – Final Approval – Construction**

Board approval is required to proceed with the construction of a project that has received approval for its preliminary project budget and financing plan. This level of approval may be requested concurrently with approval for project budget and financing plan.

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d. Major Project Approvals – Final Approval – Financing and Incurrence of Debt

Board approval for financing capital projects via the issuance of bonds, or incurrence of any other indebtedness, is required pursuant to Board policy V.F. for a project that has previously received approval for construction. (All other projects financed entirely without indebtedness do not need separate approval for financing.) The Board will not consider concurrent requests for approval for construction and financing for the same project. Therefore, institutions seeking approval for project financing must bring a request for said approval to a Board meeting subsequent to the meeting at which project construction is approved.

**2. Project Approvals**

~~Without regard to the source of funding, proposals by any institution, school or agency under the governance of the Board to make capital improvements, either in the form of renovation or addition to or demolition of existing facilities, when the cost of the project is estimated to be between three hundred fifty thousand dollars (\$350,000) and seven hundred fifty thousand dollars (\$750,000), must first be submitted to the executive director for review and approval. Without regard to the source of funding, proposals by any institution, school or agency under the governance of the Board to make capital improvements, either in the form of renovation or addition to or demolition of existing facilities or construction of new facilities, when the cost of the project is estimated to exceed seven hundred fifty thousand dollars (\$750,000), must first be submitted to the Board for its review and approval. Project cost must be detailed by major category (construction cost, architecture fees, contingency funds, and other). When a project is under the primary supervision of the Board of Regents or the Board and its institutions, school or agencies, a separate budget line for architects, engineers, or construction managers and engineering services must be identified for the project cost. Budgets for maintenance, repair, and upkeep of existing facilities must be submitted for Board review and approval as a part of the annual operating budget of the institution, school or agency.~~

**5. Design-Build Projects**

While design and build are performed by one team, design-build contracts can also allow a series of options to proceed (or not) as each phase of the design and the attendant cost estimate is completed. As such, the approval actions shall be the same as a design-bid-build delivery. Board approval to plan and design allows the selection and contracting with the design-build team. Once the design-build team completes design and cost estimate, the institution returns to the Board for approval to construct. If financing is needed, institution submits request for approval at a subsequent meeting.

**36. Fiscal Revisions to Previously Approved Projects**

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If ~~the a~~ project budget increases above the approved amount, then the institution, ~~school~~, or agency ~~may~~ shall be required to seek further authorization based on the limits established in Section 1., as follows:

Project Originally Authorized By	Original Project Cost	Cumulative Value of Change(s)	Aggregate Revised Project Cost	Change Authorized By
<del>Local Agency</del>	<del>&lt;\$350,000</del>	<del>Any</del>	<del>&lt;\$350,000</del>	<del>Local Agency</del>
<del>Local Agency</del>	<del>&lt;\$350,000</del>	<del>Any</del>	<del>\$350,000-\$750,000</del>	<del>Executive Director</del>
<del>Local Agency</del>	<del>&lt;\$350,000</del>	<del>Any</del>	<del>&gt;\$750,000</del>	<del>SBOE</del>
<del>Executive Director</del>	<del>\$350,000-\$750,000</del>	<del>&lt;=\$250,000</del>	<del>&lt;=\$500,000</del>	<del>Local Agency</del>
<del>Executive Director</del>	<del>\$350,000-\$750,000</del>	<del>Any</del>	<del>&gt;\$750,000</del>	<del>SBOE</del>
<del>SBOE</del>	<del>&gt;\$750,000</del>	<del>&lt;\$350,000</del>	<del>Any</del>	<del>Local Agency</del>
<del>SBOE</del>	<del>&gt;\$750,000</del>	<del>\$350,000-\$750,000</del>	<del>Any</del>	<del>Executive Director</del>
<del>SBOE</del>	<del>&gt;\$750,000</del>	<del>&gt;\$750,000</del>	<del>Any</del>	<del>SBOE</del>

All modifications approved by the Executive Director shall be reported quarterly to the Board.

## 47. Project Acceptance

Projects under the supervision of the Department of Administration are accepted by the Department on behalf of the Board and the state of Idaho. Projects under the supervision of an institution, ~~school~~ or agency are accepted by the institution, ~~school~~ or agency and the project architect. Projects under the supervision of the University of Idaho are accepted by the University on behalf of the Board of Regents.

## 58. Statute and Code Compliance

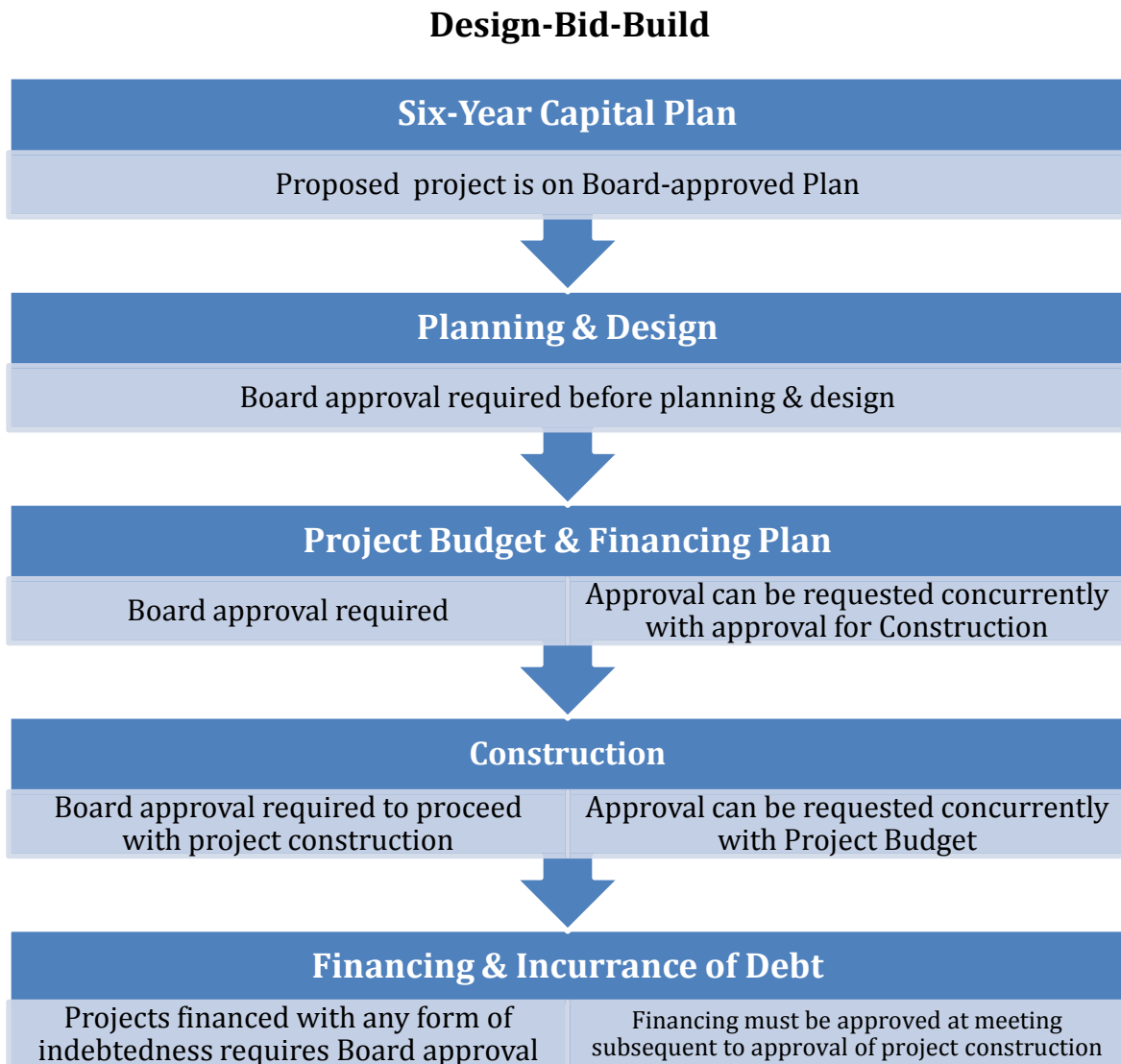
- All projects must be in compliance with Section 504 of the Rehabilitation Act of 1973 and must provide access to all persons. All projects must be in compliance with applicable state and local building and life-safety codes and applicable local land-use regulations as provided in Chapter 41, Title 39, and Section 67-6528, Idaho Code.
- In designing and implementing construction projects, due consideration must be given to energy conservation and long-term maintenance and operation savings versus short-term capital costs.

# Idaho State Board of Education

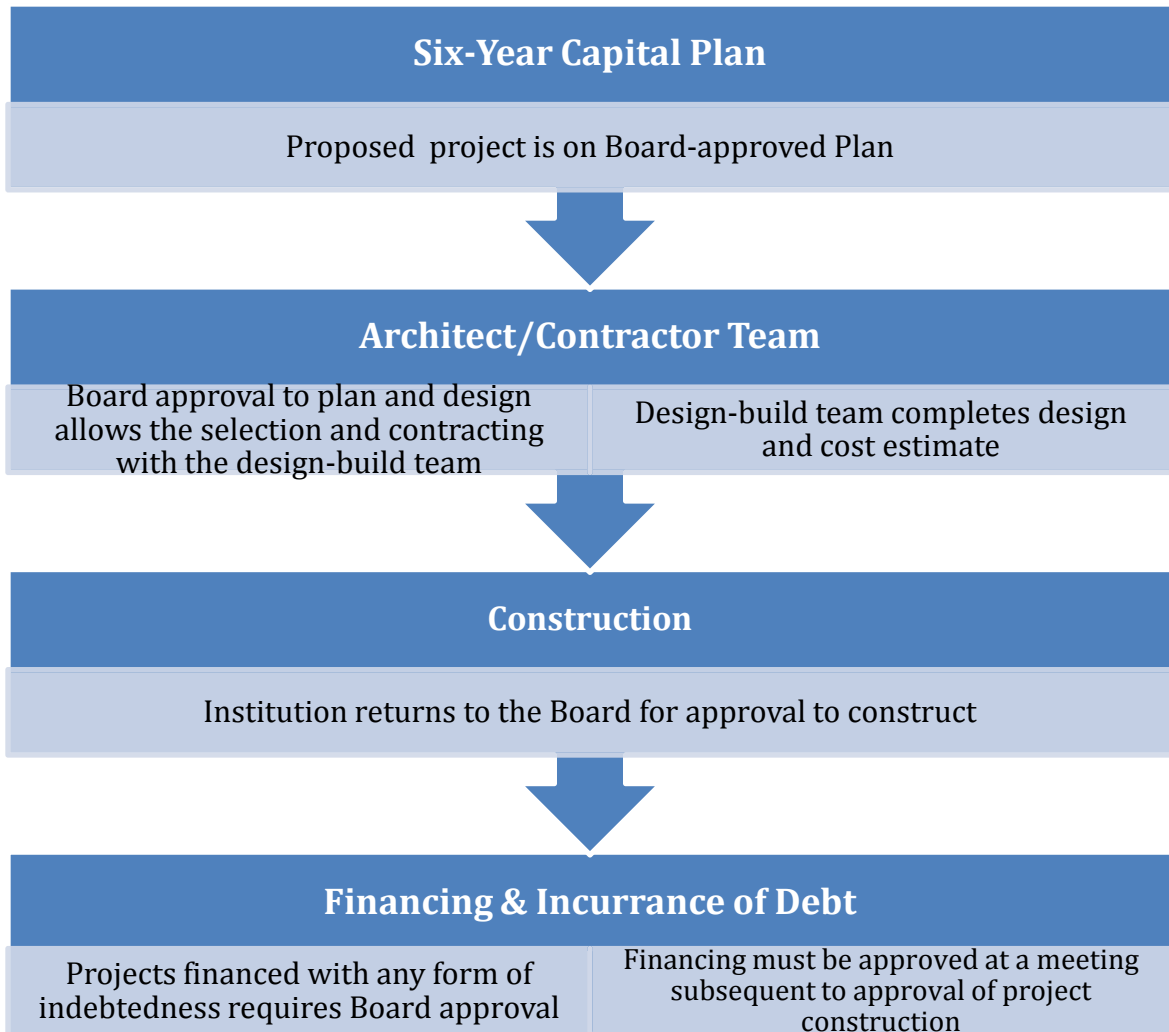
## *Construction Projects Approval Process for Institutions and Agencies*

All planned major capital projects must be on an institution's or agency's Board-approved Six-Year Capital Construction Plan (except as otherwise provided). Major capital projects are those for which the cost is estimated to exceed \$1M (regardless of fund source).

There two project delivery methods: Design-Bid-Build and Design-Build. Board Policy V.K. establishes approval processes for these two methods as follows:



## Design-Build





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**SUBJECT**

Spending Authority Board Policy V.C. – first reading

**APPLICABLE STATUTES, RULE OR POLICY**

Idaho State Board of Education Governing Policies & Procedures, Section V.C.  
Idaho Code §67-3516

**BACKGROUND / DISCUSSION**

Board policy currently places limitations on institution and agency spending authority, irrespective of legislative spending authority. The policy also duplicates Idaho Code with regard to non-cognizable funds, while at the same time referencing certain undefined exceptions.

**IMPACT**

Current policy has the effect of requiring Board approval of spending authority which has already been granted by the Legislature (e.g. Board approval in October of prior-year carryover authority). Current policy also unnecessarily duplicates Idaho Code in regard to non-cognizable funds.

**ATTACHMENTS**

Attachment 1 – Board Policy Section V.C.

Page 3

**STAFF COMMENTS AND RECOMMENDATIONS**

Staff recommends amending policy to remove the provision with respect to spending authority. Numerous Board policies already require Board approval of expenditures over defined dollar thresholds. Staff also recommends simply incorporating Idaho Code by reference with respect to non-cognizable funds.

**BOARD ACTION**

I move to approve the first reading of proposed amendments to Board Policy Section V.C., as presented in attachment 1.

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

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### C. Spending Authority

#### 1. Monies Subject to Appropriation

##### a. Legal Spending Authority Required

- (1) No institution or agency may expend, encumber, or otherwise use monies subject to appropriation without a specific appropriation or other spending authority under Idaho law (hereinafter "spending authority").
- (2) No institution or agency may expend, encumber, or otherwise use monies other than for the purposes and in the amounts authorized pursuant to the spending authority.
- (3) Any expenditure, encumbrance, or other use of monies without spending authority, in excess of the spending authority, or contrary to the purposes authorized by the spending authority, is void.
- (4) Each institution and agency is responsible for determining that spending authority exists to expend, encumber, or otherwise use monies under its control.
- (5) Any person expending, encumbering, or otherwise using such monies other than pursuant to spending authority is subject to statutory penalties and disciplinary action. (See, for example, Sections 18-5701, 18-5702, and 59-1013, Idaho Code.)

##### b. General Account-Fund and Special Accounts

- (1) All General Account-Fund monies are subject to annual or continuing appropriations by the Idaho Legislature.
- (2) Certain special account monies, such as direct federal appropriations, state endowment income and trust accounts, and miscellaneous receipts, are the subject of continuing or perpetual spending authority. (See, for example, Sections 67-3608 and 67-3611, Idaho Code (miscellaneous receipts); Section 67-3607 and Section 33-3301 *et seq.*, Sections 33-2909 and 33-2910, Sections 33-2913 and 33-2914, Sections 33-2911 and 33-2912, Sections 66-1106 and 66-1107, Idaho Code (state endowment income and trust accounts).)

##### c. University of Idaho

The University of Idaho and the Board of Regents of the University of Idaho, by virtue of their constitutional status and unique standing under federal or state law, may expend certain monies which are not General Account-Fund monies without

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the overall supervision and control of any other branch, department, office, or board of Idaho state government. (See, for example, *State ex rel. Black v. State Board of Education*, 33 Idaho 415 (1921).)

~~d. Board Authorization Always Required~~

~~Irrespective of any other spending authority, 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 and only in such amounts and for such purposes as are so authorized.~~

~~ed.~~ Non-cognizable Funds

~~(1) Non-cognizable funds are those funds not identified at the time of appropriations to the institutions and agencies. Non-cognizable funds are generally those not reasonably foreseeable by the institution or agency, or, if foreseeable in source, not reasonably foreseeable in amount. (Cognizable funds should be accurately reflected in projected budgets of the institutions and agencies.)~~

~~(2) As a general rule, n~~Non-cognizable funds may not be expended without the prior approval by the Division of Financial Management ~~or the State Board of Examiners,~~ pursuant to Section 67-3516(2), Idaho Code.

~~(3) Under certain circumstances, the University of Idaho and the Board of Regents of the University of Idaho may expend non-cognizable funds without prior approval by the Division of Financial Management or State Board of Examiners. However, Board approval is always necessary to expend non-cognizable funds.~~

2. Monies Not Subject to Appropriation

- a. Monies under the direct control of the institutions and agencies by virtue of auxiliary enterprises, local service operations, federal, state, and private gifts, and grants and contracts, may be expended in such amounts and for such purposes as authorized by the Board without express legislative spending authority.
- b. Institutional agency funds may be expended in accordance with the provision and controls of the depositor and are not subject to Board authorization.

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**SUBJECT**

Grants and Contracts, Board Policy, Section V.N. – first reading

**APPLICABLE STATUTES, RULE OR POLICY**

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

**BACKGROUND / DISCUSSION**

The Board's policy on grants and contracts is generally in need of updating and clarification. Proposed amendments are enumerated below in correspondence with the policy paragraph number:

1. A dollar threshold of \$1 million is added for when institutions must seek executive director approval of a grant or contract which would require dedication of current funds or facilities.
2. A dollar threshold of \$1 million is added for grants and contracts which must be reported to the Board on an annual basis.
3. The Board's policy on indirect cost recovery is revised by: using consistent terminology; clarifying that no cost recovery is allowed for grants and contracts with the Board office, Professional-Technical Education and Vocational Rehabilitation; clarifying the cost recovery rate for all other state entities; providing for cost recovery on federal pass-through monies; and clarifying the reporting of indirect cost waivers.
4. Repeal subparagraph "a." requiring a legal opinion prior to seeking Board approval for a contract for services; and remove a reporting requirement with regard to privileged contract work.

**IMPACT**

Updating this Board policy will clarify and streamline approval and reporting requirements, which benefits staff for the Board and the institutions. Similarly, revising the indirect cost recovery policy will help facilitate grants management at the institutions and agencies.

**ATTACHMENTS**

Attachment 1 – Board Policy V.N.

Page 3

**STAFF COMMENTS AND RECOMMENDATIONS**

Current policy has approval and reporting requirements which are not being followed. Staff has revised the policy accordingly. In addition, the policy's provisions on indirect cost recovery and associated rates were in need of clarification.

Staff does note that current paragraph 4.b. (proscribing institutions or agencies from bidding on contract services which "are reasonably available from the private sector") raises a policy issue the Board may want to consider in greater detail at a later time. Board counsel has confirmed that there is no extant state law which prohibits agencies or institutions from competitively bidding on contracts for services. A cursory survey of other systems in the nation found

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several well developed and robust policies on institutional competition with the private sector. If the Board determines it wants to maintain this no-compete position, staff recommends clarifying the scope and intent.

Staff recommends approval of the policy revisions as submitted.

**BOARD ACTION**

I move to approve the first reading of proposed amendments to Board Policy Section V.N., as presented in attachment 1.

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

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SECTION: V. FINANCIAL AFFAIRS

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**N. Grants and Contracts**

1. Approval of Grant and Contract Applications

All applications for grants and contracts in excess of one million dollars (\$1,000,000) that require the institution or agency to dedicate current funds or facilities or will obligate the institution or agency or state to dedicate future funding or significant facilities require approval by the executive director. Cost sharing or other types of in-kind matching requirements are not considered as dedicated commitments. If there is no dedicated funding or facilities obligation, the application ~~shall~~may be approved by the chief executive officer of the institution or agency or his or her designee. When requests for approval of such applications are presented to the executive director the following information ~~must~~shall be included:

- a. Agency to which application is made.
- b. Amount of the proposal.
- c. Period of the grant or contract.
- d. Purpose of the grant or contract.
- e. Nature of obligations including amount of funds involved or facilities to be committed.

2. Acceptance of Grants and Contracts

Grants and contracts accepted by ~~the~~an institution or agency ~~must~~shall be reported to the ~~executive director~~Board~~quarterly by the institution or agency of official notification in June of each year~~, when the amount of the grant or contract award exceeds one ~~hundred thousand~~million dollars (\$1,000,000). ~~When grant or contract awards are presented to the executive director, t~~The following information must be provided:

- a. Name of grantor or contract.
- b. Amount of the grant or contract.
- c. Grant or contract period.
- d. Purpose of the grant or contract.

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- e. Indicate nature of institution or agency's obligations in the form of dedicated funding or dedication of significant facilities. ~~If there is none, the following statement should be included: "No future state obligation will be incurred with the acceptance of this grant or contract."~~

3. Facilities and Administrative Indirect Cost Recovery

- a. The following indirect cost recovery rates will be used by institutions and agencies under the governance of the Board for grant and contract services:

(1) For grants and contracts with the federal government, the indirect cost recovery rates are those negotiated between the institution or agency and the federal government. The indirect cost recovery rate may vary from one classification (e.g. research, instruction, public service/outreach, etc.) of contract services to another, but institutions and agencies are encouraged to maximize indirect cost reimbursement recovery rates.

~~(1)~~(2) For grants and contracts with or administered by the Office of the State Board of Education, the Division of Professional-Technical Education, or the Division of Vocational Rehabilitation, no indirect cost recovery is allowed.

~~(2)~~(3) For grants and contracts with all other ~~s~~State of Idaho departments, agencies, boards or commissions, the indirect cost recovery rate is twenty percent (20%) of the total direct cost, provided however, if a grant or contract is federal flow-through, then paragraph (1), above, applies.

~~(3)~~(4) For grants and contracts with Idaho municipal, county, health district, joint planning, and other public non-profit agencies, the indirect cost recovery rate is not less than twenty percent (20%) of total direct cost; provided however, if the funding is federal pass-through the indirect cost recovery rates are those negotiated between the institution or agency and the federal government consistent with paragraph (1), above.

~~(4)~~(5) For grants and contracts with private entities, whether for-profit or non-profit, indirect cost recovery's ~~are~~ shall be charged at ~~either the negotiated federal indirect cost rate for research projects or twenty-five percent (25%) of total direct costs, whichever rate will generate the greater amount of revenue for the institution or the agency~~ the full indirect cost recovery rate proposed to the federal government at the last rate negotiation.

- b. Reduction or Waiver of Cost Recoveries



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- (1) Notwithstanding the indirect cost recovery rates established above, For good cause, the chief executive officer or his or her designee of the institution or agency is authorized to reduce or waive indirect cost recoveries.
- (2) ~~Where cost recoveries are anticipated to total more than ten thousand dollars (\$10,000) over the life of the contract, Discretionary~~ reductions, or waivers of indirect costs must be reported to the ~~executive director on a quarterly basis~~Board office in June of each year. For purposes of this reporting requirement, discretionary reductions or waivers do not include federal laws, programs or agencies which limit indirect cost recovery rates below an institution's federally negotiated rate.

4. Restrictions on Contract Services

~~a. Prior to the consideration of any contract for services that is required to be submitted to the Board for approval, all institutions or agencies shall include in the Business Affairs and Human Resources agenda an opinion from legal counsel stating the proposed contract obligation is consistent with applicable rules and policies of the State Board of Education. The opinion statement shall include the name, address, and phone number of legal counsel. Contracts presented to the Board for consideration which do not contain this information shall be determined disapproved. Grants and those educational agreements designed for articulation or affiliation shall not be construed to be within the jurisdiction of this subsection unless a fiscal liability is created for the Board, its agencies or institutions.~~

~~b.a.~~ Research or consultant entities of agencies and institutions under the governance of the Board may not bid on contract services when it appears that the contract services are reasonably available from the private sector.

~~eb.~~ If the product of contract work is to be privileged or its dissemination restricted, the agency or institution may not undertake the contract work without the written approval of the chief executive officer of the agency or institution. ~~The chief executive officer must report all such approvals to the Board at its next scheduled meeting.~~

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**SUBJECT**

Professional Fees; Self-Support Certificate and Program Fees Board Policy V.R.  
– first reading

**REFERENCE**

December 2010	Board approved first reading of changes to Self-Support Fee policy
February 2011	Second reading pulled from agenda by unanimous consent and returned to CAAP for further review

**APPLICABLE STATUTES, RULE OR POLICY**

Idaho State Board of Education Governing Policies & Procedures, Section V.R.3.a.iv - v.

**BACKGROUND / DISCUSSION**

Staff and institutions have found that the policy on professional fees and self-support fees lacks clarity, such that a proposed program could seemingly fit under either fee structure, which is clearly not the intent.

Professional Fees:

- As it currently reads, the policy states this fee may be assessed for a program that qualifies graduates to practice a “professional service.” However, “professional service” is an undefined term and is used nowhere else in policy. Staff is unsure what exactly it meant by the term and therefore cannot provide clear guidance to institutions.
- The criterion for “extraordinary program costs” is somewhat vague with regard to what an institution must demonstrate.

Self-Support Program Fees:

- The policy only contemplates certificate programs, but the Board has approved self-support degree programs. In addition, policy as written is not limited to academic programs.
- There is general ambiguity about which programs are eligible to utilize the self-support funding model.
- Requiring a student to pay for an entire program up front discriminates against those students who rely on financial aid since federal financial aid is only awarded one semester at a time.
- The current policy requires a student to pay for an entire program and not on a course-by-course basis. Requiring a student to pay for an entire program rather than on a course-by-course basis discriminates against students who might be eligible to satisfy some requirements by transferring in courses.

**IMPACT**

The proposed revisions establish a clear process for program approval, reporting of fees and financial auditing. Additionally, the revisions specify that self-support

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academic programs pay an overhead/administrative charge to offset indirect expenses incurred by the program.

**ATTACHMENTS**

Attachment 1- Board Policy Section V.R.3.a.v.

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Attachment 2 - Current Board-approved Self-Support Fee Programs

Page 11

**STAFF COMMENTS AND RECOMMENDATIONS**

The proposed revisions seek to clarify which types of academic programs are eligible for either a professional or self-support fee and the process an institution must follow to request such a program fee. When requesting approval for either fee, institutions must clearly differentiate the program from other traditional degree programs.

In regard to self-support fees, the policy clarifies that academic certificate or degree programs are eligible. The policy still requires programs to demonstrate financial self-sufficiency, and as a control measure the policy stipulates that all revenue generated from these fees must be tracked and accounted for separately. The policy also recognizes that a one-size-fits-all tuition model which covers the costs of a wide range of educational opportunities and services (including student activities, use of facilities, etc.) is not always relevant or suitable for programs specifically designed to: (1) address the educational needs of distinctly different student populations; or (2) utilize alternative instructional delivery models. The proposed policy revisions would enable institutions to utilize an alternate funding model that better suits these types of alternate programs, and enable institutions to still charge on a course-by-course basis.

Self-support programs would not be eligible for enrollment workload adjustment (EWA). If the proposed amendments to Self-support are ultimately adopted by the Board, staff will bring forward a corresponding revision to policy V.S. wherein the EWA methodology is defined.

Staff recommends approval.

**BOARD ACTION**

I move to approve the first reading of proposed amendments to Board Policy Section V.R.3.a.iv. Professional Fees, and Section V.R.3.a.v. Self-Support Certificate and Program Fees, as presented in Attachment 1.

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

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**1. Board Policy on Student Tuition and Fees**

Consistent with the Statewide Plan for Higher Education in Idaho, the institutions shall maintain tuition and fees that provide for quality education and maintain access to educational programs for Idaho citizens. In setting fees, the Board will consider recommended fees as compared to fees at peer institutions, percent fee increases compared to inflationary factors, fees as a percent of per capita income and/or household income, and the share students pay of their education costs. Other criteria may be considered as is deemed appropriate at the time of a fee change. An institution cannot request more than a ten percent (10%) increase in the total full-time student fee unless otherwise authorized by the Board.

**2. Tuition and Fee Setting Process – Board Approved Tuition and Fees**

**a. Initial Notice**

A proposal to alter student tuition and fees covered by Subsection V.R.3. shall be formalized by initial notice of the chief executive officer of the institution at least six (6) weeks prior to the Board meeting at which a final decision is to be made.

Notice will consist of transmittal, in writing, to the student body president and to the recognized student newspaper during the months of publication of the proposal contained in the initial notice. The proposal will describe the amount of change, statement of purpose, and the amount of revenues to be collected.

The initial notice must include an invitation to the students to present oral or written testimony at the public hearing held by the institution to discuss the fee proposal. A record of the public hearing as well as a copy of the initial notice shall be made available to the Board.

**b. Board Approval**

Board approval for fees will be considered when appropriate or necessary. This approval will be timed to provide the institutions with sufficient time to prepare the subsequent fiscal year operating budget.

**c. Effective Date**

Any change in the rate of tuition and fees becomes effective on the date approved by the Board unless otherwise specified.

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**3. Definitions and Types of Tuition and Fees**

The following definitions are applicable to tuition and fees charged to students at all of the state colleges and universities, except where limited to a particular institution or institutions.

**a. General and Professional-Technical Education Tuition and Fees**

Tuition and fees approved by the State Board of Education. Revenues from these fees are deposited as required by Section V, Subsection Q.

**i. Tuition fees– Boise State University, Idaho State University, Lewis-Clark State College, University of Idaho**

Tuition fees are the fees charged for any and all educational costs at Boise State University, Idaho State University, Lewis Clark State College and University of Idaho. Tuition fees include, but are not limited to, costs associated with academic services; instruction; the construction, maintenance, and operation of buildings and facilities; student services; or institutional support.

**ii. Professional-Technical Education Fee**

Professional-Technical Education fee is defined as the fee charged for educational costs for students enrolled in Professional-Technical Education pre-employment, preparatory programs.

**iii. Part-time Credit Hour Fee**

Part-time credit hour fee is defined as the fee per credit hour charged for educational costs for part-time students enrolled in any degree program.

**iv. Graduate Fee**

Graduate fee is defined as the additional fee charged for educational costs for full-time and part-time students enrolled in any post- baccalaureate degree-granting program.

**v. Western Undergraduate Exchange (WUE) Fee**

Western Undergraduate Exchange fee is defined as the additional fee for full-time students participating in this program and shall be equal to fifty percent (50%) of the total of the tuition fee, matriculation fee, facility fee, and activity fee.

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vi. Employee/Spouse Fee

The fee for eligible participants shall be a registration fee of twenty dollars (\$20.00) plus five dollars (\$5.00) per credit hour. Eligibility shall be determined by each institution. Employees at institutions and agencies under the jurisdiction of the Board may be eligible for this fee. Special course fees may also be charged.

vii. Senior Citizen Fee

The fee for Idaho residents who are 60 years of age or older shall be a registration fee of twenty dollars (\$20.00) plus five dollars (\$5.00) per credit hour. This fee is for courses on a space available basis only. Special course fees may also be charged.

viii. In-Service Teacher Education Fee

The fee shall not exceed one-third of the average part-time undergraduate credit hour fee or one-third of the average graduate credit hour fee. This special fee shall be applicable only to approved teacher education courses. The following guidelines will determine if a course or individual qualifies for this special fee.

- (1) The student must be an Idaho certified teacher or other professional employee at an Idaho elementary or secondary school.
- (2) The costs of instruction are paid by an entity other than an institution.
- (3) The course must be approved by the appropriate academic unit(s) at the institution.
- (4) The credit awarded is for professional development and cannot be applied towards a degree program.

ix. Workforce Training Credit Fee

This fee is defined as a fee charged students enrolled in a qualified Workforce Training course where the student elects to receive credit. The fee is charged for processing and transcribing the credit. The cost of delivering Workforce Training courses, which typically are for noncredit, is an additional fee since Workforce Training courses are self-supporting. The fees for delivering the courses are retained by the technical colleges. The Workforce Training fee shall be \$10.00 per credit.

b. Institutional Local Fees – Approved by the Board

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Institutional local fees are both full-time and part-time student fees that are approved by the State Board of Education and deposited into local institutional accounts. Local fees shall be expended for the purposes for which they were collected.

The facilities, activity and technology fees shall be displayed with the institution's tuition and fees when the Board approves tuition and fees.

i. Facilities Fee

Facilities fee is defined as the fee charged for capital improvement and building projects and for debt service required by these projects. Revenues collected from this fee may not be expended on the operating costs of the general education facilities.

ii. Activity Fee

Activity fee is defined as the fee charged for such activities as intercollegiate athletics, student health center, student union operations, the associated student body, financial aid, intramural and recreation, and other activities which directly benefit and involve students. The activity fee shall not be charged for educational costs or major capital improvement or building projects. Each institution shall develop a detailed definition and allocation proposal for each activity for internal management purposes.

iii. Technology Fee

Technology fee is defined as the fee charged for campus technology enhancements and operations.

iv. Professional Fees

To designate an academic professional fee for a Board approved program, *all* of the following criteria must be met:

1) Credentialing or Licensure Requirement:

- a) A professional fee may be assessed for an academic professional program if graduates of the professional program obtain a specialized higher education degree that qualifies them to practice a professional service or to be eligible for profession for which credentialing or licensing to practice is required a professional service.



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- b) The program leads to a degree that where the degree is at least the minimum required for entry to the practice of a profession.
- 2) Accreditation Requirement ~~–(if applicable):~~ The program ~~meets the requirements of~~ is accredited by a national/specialized/ or professional accrediting agency ~~iesy as defined by the State Board of Education.~~
- 3) Extraordinary Program Costs: ~~The~~ An institution must provide clear and convincing documentation that the cost of the professional program significantly exceeds the cost to deliver of non-professional programs at the institution. ~~Institutions will be required to provide documentation to support the reported cost of the program. A reduction in appropriated funding in support of the program is not a sufficient basis for making a claim for extraordinary program costs.~~
- 4) The program must include support from appropriated funds.

Institutions will propose professional fees for Board approval based on the costs to deliver the program.

v. Self-Support ~~Certificate and Academic~~ Program Fees

- 1) Self-support programs are academic degrees or certificates for which students are charged program fees, in lieu of tuition. To bring a Self-support program fee to the Board for approval, the following criteria must be met:
  - a) An institution shall follow the program approval guidelines set forth in policy III.G.
  - b) The Self-support program shall be a defined set of specific courses that once successfully completed result in the awarding of an academic certificate or degree.
  - c) The Self-support program shall be distinct from the traditional offerings of the institution by being delivered fully online, being offered off-campus, or being designed specifically for working professionals or other populations that do not access the same activities, services and features as full-time, tuition paying students.
  - d) No appropriated funds may be used in support of Self-support programs. Self-support program fee revenue shall cover all direct costs of the program. In addition, Self-support program fee revenue shall cover all indirect costs of the program within two years of program start-up.
  - e) Self-support program fees shall be segregated, tracked and accounted for separately from all other programs of the institution.

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- 2) Once approved by the Board, Self-support program fees shall be reported annually to the Board at the same time institutions submit proposals for tuition and fees.
- 3) Institutions shall annually audit Self-support academic programs to ensure that program revenue is paying for all program costs, direct and indirect, and that no appropriated funds are supporting the program.
- 4) Students enrolled in self-support programs may take courses outside of the program so long as they pay the required tuition and fees for those courses.

~~Self-support certificates and programs are a defined set of specific courses that must all be successfully completed in order to earn the certificate. Such programs must be encapsulated, separate and distinct from the regular courses of the institution. Institutions may offer self-support certificates and programs if the fees assessed cover all costs of the program and no appropriated funds are used to support the program. In addition, students pay a fee for the entire program and may not enroll for program courses on an individual course-by-course basis. Students enrolled in the self-support programs may take courses outside of the program as long as they pay the required tuition and fees for those courses. Institutions will establish such fees on an individual program basis according to anticipated expenditures. Self-support certificate and program fees are retained by the institution.~~

vi. Contracts and Grants

Special fee arrangements are authorized by the Board for instructional programs provided by an institution pursuant to a grant or contract approved by the Board.

vii. Student Health Insurance Premiums or Room and Board Rates

Fees for student health insurance premiums paid either as part of the uniform student fee or separately by individual students, or charges for room and board at the dormitories or family housing units of the institutions. Changes in insurance premiums or room and board rates or family housing charges shall be approved by the Board no later than three (3) months prior to the semester the change is to become effective. The Board may delegate the approval of these premiums and rates to the chief executive officer.

c. Institutional Local Fees and Charges Approved by Chief Executive Officer

These local fees and charges are assessed to support specific activities and are only charged to students that engage in these particular activities. Local fees and

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charges are deposited into local institutional accounts and shall only be expended for the purposes for which they were collected.

i. Continuing Education

Continuing education fee is defined as the additional fee to part-time students which is charged on a per credit hour basis to support the costs of continuing education.

ii. Course Overload Fee

This fee may be charged to full-time students with excessive course loads as determined by each institution.

iii. Special Course Fees or Assessments

A special course fee is a fee required for a specific course or special activity and, therefore, not required of all students enrolled at the institution. Fees such as penalty assessments, library fines, continuing education fees, parking fines, laboratory fees, breakage fees, fees for video outreach courses, late registration fees, and fees for special courses offered for such purposes as remedial education credit that do not count toward meeting degree requirements are considered special course fees. All special course fees or penalty assessments, or changes to such fees or assessments, are established and become effective in the amount and at the time specified by the chief executive officer of the institution. The chief executive officer is responsible for reporting these fees to the Board upon request.

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## Self-Support Programs

### Boise State University

Masters, Educational Technology (online program)  
Masters, Social Work (Lewiston, Coeur d'Alene, Twin Falls)  
Masters, Instructional and Performance Technology (online)  
Masters, Bilingual Education/ESL (Nampa, Twin Falls)  
Masters, Reading (Weekend Program - Boise, Nampa)  
Masters, Business Administration (Executive MBA)  
RN to BS Nursing Completion Option  
Dispute Resolution Graduate Certificate  
Respiratory Care Senior Year Online (online degree-completion program for nonresidents)  
Doctor of Education (Ed.D.) in Educational Technology

### Idaho State University

Physician Assistant  
Non-Traditional Doctor of Pharmacy (Pharm.D.)  
Pharmacy Continuing Education

### University of Idaho

Masters in Business Administration (EMBA)  
Master of Science, Athletic Training  
Doctorate of Athletic Training

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**SUBJECT**

Athletics Gender Equity Report

**BACKGROUND/DISCUSSION**

The Audit Committee was asked by the Budget and Human Resources Committee (BAHR) to look into matters related to gender equity plans and funding at the institutions. The Committee conducted several interviews over a period of time and engaged the external and internal auditors to make supplementary investigations.

**IMPACT**

The Committee directed staff to prepare a report summarizing the findings and recommendations. The report was reviewed and finalized by the Committee.

The Committee directed staff to place the gender equity report on the December Board agenda and to allow the full Board to decide if further institution-level discussions are necessary.

**ATTACHMENTS**

Attachment 1 - Athletics Gender Equity Report

Page 5

**STAFF COMMENTS AND RECOMMENDATIONS**

One important finding from the investigation is the need for institutions to be open and transparent with the Board, especially when there are questions related to Board policy or intent. When Board staff cannot provide a definitive answer regarding Board policy or intent, staff and the institution should direct their questions to the respective committee or the full Board.

Other recommendations in the report include the need to clarify Board policy in regard to athletics funding sources, limits and gender equity. A proposed policy for first reading is being brought as a separate agenda item.

**BOARD ACTION**

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

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**Athletics Gender Equity Report**

The Audit Committee was asked by the Budget and Human Resources Committee to look into matters related to gender equity plans and funding at the institutions. The Committee conducted several interviews over a period of time and engaged the external and internal auditors to make supplementary investigations. The result of the Committee's examination is included in this report. First, a history of Board policy related to athletics is summarized below.

April 1994	Set general education fund limits allocated by the institutions to athletics
November 1997	Board allowed one-time funds from current budgets, limited to \$115,000 for the universities and \$28,000 for LCSC in FY 1998, to deal with gender equity funding. Determination of such transfers, if desired, was to be initiated by the presidents. Presidents would report back to the Board their long-term solutions within next three months.
February 1998	Institutions submitted plans including a status report summarizing the institutions' current position in dealing with gender equity, a gender equity plan and a business plan for achieving equity. Topics discussed included state responsibility for legal requirements, how equity was calculated, reduction in male sports in order to meet compliance, quantifying the intrinsic value of athletics to the overall institution, salary equity for coaches in the same sports, disclosure of internal funds used for gender equity. The Board directed staff to review Board policy on general fund limits and, if necessary, prepare an exception for gender equity.
March 1998	Board accepted gender equity reports and approved first reading of policy change to III.T. Intercollegiate Athletics.
April 1998	Board approved second reading of III.T. Intercollegiate Athletics which allowed institutions to allocate "general education funds" to athletics above the Board's current limits to implement gender equity plans.
June 1998	Board approved changes to policy V.U. Fee Waivers to increase the number of non-resident tuition waivers for intercollegiate athletics to 225 for the universities and 70 for LCSC. In order to comply with gender equity issues, additional sports programs were being added for women. By joining Division I football, BSU and UI were able to increase the number of athletic scholarships.
January 2000	The Board approved changes to policy III.T. Intercollegiate Athletics, to allow the limits to be adjusted by the rate of change in the general education funds (state general fund). Limits on institutional funds were also approved which could also be adjusted for the rate of change in the general education funds (state general fund).

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Some observations that resulted in a current review of the gender equity issues follow:

1. When Board policy was not explicit or a term not well defined, some institutions relied on a strict reading of policy while others relied on Board intent communicated at Board or other meetings.
2. Questions from the institutions regarding Board policy were not fully vetted through either the Athletics Committee or the Board.
3. Decisions on increasing gender equity funding above the limits were not always made with a detailed explanation to the Athletics Committee or the Board.
4. The policy phrase “to implement gender equity plans” is ambiguous. Some members of the Board interpret this as meaning adding new women’s sports, and some of the institutions share this understanding. Other institutions consider gender equity as an unfunded historical cost not limited to new women’s sports.

The Audit Committee desires institutions be fully open and transparent with the Board. When Board staff cannot provide a definitive answer regarding Board policy or intent, staff and the institution should direct their questions to the respective committee or the full Board.

Board intent with respect to policies or practices should either be codified in policy or clearly articulated and documented in Board minutes.

Current Board policy on intercollegiate athletics is in need of clarifying language as it relates to definitions of funding sources, athletics funds limits and gender equity.

Board policy defines “general education funds” as “funds that are appropriated to the institutions (state general account).” Policy needs to be revised to clarify that “general education funds” either include General Funds only, or include state General Funds, endowment funds, and appropriated student fees. Policy should also clarify the possible sources of revenues for institutional funds.

Board policy also provides that the athletics funding limits may be raised by the amounts annually approved and budgeted for implementation of institutional gender equity plans. Gender equity, however, is not a defined term. Policy should include the following:

- A brief definition of gender equity as provided under Title IX of the Higher Education Amendments Act of 1972,
- Requirement for an annual gender equity report, and
- Requirement that the limits on General Education Funds, Institutional funds, and any other funds used for achieving gender equity at each institution be approved annually by the Board.

The Board should determine how funding for gender equity should be used (e.g. limited to the cost of new women’s sports, etc.).

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**SUBJECT**

Athletics Board Policy III.T. – first reading

**BACKGROUND/DISCUSSION**

The Audit Committee was asked by the Budget and Human Resources Committee (BAHR) to look into matters related to gender equity plans and funding at the institutions. One outcome of the review of gender equity and funding of athletics was the need to clarify Board policy as it relates to definitions of funding sources, athletics funds limits and gender equity.

Board policy limits the amount of “general education” and “institutional” funds that can be spent on athletics. The limits are adjusted annually at the same rate of change as the general education appropriation. Historically the Board has not formally approved the limits, but those limits have been included in the athletics budgets accepted by the Board in June. The limits may be raised by the amounts annually approved and budgeted for implementation of institutional gender equity plans. There is no definition of gender equity, nor is it exactly clear how gender equity funds above the limits may be used.

General education funds consist of state General Funds, endowment funds, and appropriated student fees (see Attachment 1, List of Fees). Institutional funds consist of revenues outside the athletics program and include, for example, auxiliaries, investment income, interest income, vending, indirect cost recovery funds on federal grants and contracts, and administrative fees charged to revenue-generating accounts across campus.

Current policy defines “general education funds” as “funds that are appropriated to the institutions (state general account).” Policy needs to be revised to clarify whether general education funds or state general funds only should be used to calculate the limit on state funds used in Athletics and as a source of funds.

A brief history of Board minutes regarding athletics limits is provided in Attachment 2, page 5.

**IMPACT**

The Athletics Committee discussed the options for defining the scope of gender equity funding and concluded that gender equity should include all expenditures necessary to comply with Title IX. Title IX measures gender equity in athletics in three distinct areas: participation, scholarships, and equivalence in other athletics benefits and opportunities. New women’s sports may or may not address all Title IX measures. The Athletics Committee also recommended that funds used for gender equity be included in the overall limit of general education or state general funds. The overall limit could be established by combining the FY 2012 Board approved general education and gender equity limits for each institution.

Since the limit for general education funds is calculated on the total of state General Funds, endowment and appropriated student fees, some years the limit

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has increased when the state funding for higher education decreased. This would have been true for the limit calculated for FY 2012, but for the fact that the Board voted to freeze the limits at the FY 2011 level. If the Board had not frozen the limits, Attachment 3, page 6, shows how the FY 2012 limit for general education funds for the universities (lines 12-13) would have been \$2,352,500 (a 6.22% or \$137,800 increase over the FY 2011 limit of \$2,214,700). The FY 2012 limit for general education funds for Lewis-Clark State College (lines 14-15) would have been \$874,600 which is a 6.22% or \$51,200 increase over the FY 2011 limit of \$823,400. This is a result of a reduction in state General Funds (line 9) of -3.53% being offset by an increase in student fees (line 10) of 21.13%. This hold harmless provision could be changed by only including state General Funds in the calculation as shown in the revised policy section V.X.3.a on page 8.

**ATTACHMENTS**

Attachment 1 – List of Appropriated Student Fees	Page 4
Attachment 2 – History of Board minutes related to athletics limits	Page 5
Attachment 3 – Athletics Limits worksheet	Page 6
Attachment 4 - Section V.X. – Intercollegiate Athletics – First Reading	Page 7
Attachment 5 - Section III.T. – Student Athletes – First Reading	Page 11

**STAFF COMMENTS AND RECOMMENDATIONS**

The significant reductions in state funding for higher education over the past several years have been partially mitigated by increases in tuition and fees. As a result, the financial burden of the cost of college is slowly but steadily being shifted upon the students.

The proposed policy revisions for athletics, Attachment 4, clarify “sources of funds” and “gender equity” as defined terms, require an annual gender equity report, and require Board approval of all annual limits on athletics expenditures and gender equity. Staff recommends using State General Funds for purpose of calculating the limit on State General Funds so tuition and fee revenue doesn’t disproportionately impact the limits. For purpose of computing the limit on Institutional Funds, the policy would continue to use General Education Funds rate of change as the calculator.

Current policy provides the limits for each institution may be raised by the amounts annually approved and budgeted for implementation of institutional gender equity plans. There is no definition of gender equity. The proposed revision adds the following:

- A brief definition of gender equity as provided under Title IX of the Higher Education Amendments Act of 1972,
- Requirement for an annual gender equity report, and
- Requirement that the limits on General Education Funds, Institutional funds, and any other funds used for achieving gender equity at each institution shall be approved annually by the Board.

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The reports reviewed for athletics mainly pertain to revenues and expenses and staffing. Therefore, staff recommends moving the financial section of the Intercollegiate Athletics policy from Section III, Postsecondary Affairs, to Section V, Financial Affairs. The policy would be included in Section V.X., Intercollegiate Athletics (only those changes that would be made to current policy are redlined). Section III.T.5, Student Athletes-Conduct, would remain in Section III.

The substantive changes to the athletics policy include the clarification of funding sources and calculation of limits, definition of gender equity, reporting requirements for gender equity, and the requirement for Board approval on all athletics limits including gender equity. Also, the requirement for inclusion of athletic fee waivers is removed because the waivers are reported separately to the Board office as part of the Tuition Waivers Report.

These changes will provide the Board, institutions, and staff clearer understanding of the source of athletics revenues, greater oversight by the Board, and a method to show how the institutions are addressing compliance with Title IX.

Staff recommends approval.

**BOARD ACTION**

I move to approve the full Board the first reading of proposed amendments to Board Policy moving Section III.T., subsections 1-4, Intercollegiate Athletics to Section V.X., Intercollegiate Athletics, and renumber Section III.T.5., Student Athletes – Conduct, as Section III.T.1. with all revisions as presented.

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

## **List of Fees**

### **Appropriated Fees**

Professional-Technical Fee  
General Education fee (Tuition)  
Part-time credit hour fee  
Nonresident tuition  
Western Undergraduate Exchange  
Graduate fee  
In-service teacher education fee  
Employee/spouse fee  
Senior citizen fee  
WICHE fee  
Summer school fee  
Workforce training credit fee  
Course overload fee

### **Non-appropriated Fees**

Facility fee  
Activity fee (including Athletics fee)  
Technology fee  
Professional fee  
Self-support fee  
Student health insurance premiums  
Room and Board rates  
Continuing education fee  
Special course fees

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**Brief history of Board minutes related to athletics limits**

**Attachment 2**

At its March 1983 meeting, the Board approved the athletics policy which limited state appropriated funds base for athletics to \$605,000 for FY 1984 at BSU, ISU and UI and \$225,000 at LCSC. In subsequent fiscal years, general account funding for athletics would grow at a rate not to exceed the rate of growth in general account funding of the budget for college and universities. The minutes do not indicate how these amounts were determined. Staff reviewed the minutes back through 1980 and did not find any further discussion of the athletic budgets or limits. The 1983 policy included a requirement that the resulting systemwide allocation of funds for athletics be equal for BSU, ISU and UI and LCSC would be allotted the same pro rata share of those funds as it had devoted to its athletic programs in FY 1982.

At its April 1986 meeting, the Board increased the limits for general account funding by 10% to \$665,500 for BSU, ISU and UI and \$247,500 for LCSC.

The next policy revision is dated April 1994, however staff could not locate either the first or second reading in the minutes between April 1986 and December 1995. The minutes of the January 2004 meeting quote the policy to limit the increase to the "rate of change in the general education funds allocated by the Board." Therefore, between April 1986 and January 2004, the term used to limit the escalation for general funds used in athletics funding changed from "general account" to "general education" funds. This is significant because "general account" refers to the general funds only while "general education" refers to all appropriated funds including general funds, endowment and appropriated student fees. Current Board policy parenthetically states the General Education Funds are State General Account funds. This part of policy needs to be clarified.

The June 1999 minutes show the Finance Committee was reviewing the athletics budgets at the four institutions, with particular interest on understanding the sources of revenues used to fund the programs. The Committee wanted to place limits on the amount of revenue that could be generated from selected sources and asked the President's Council to recommend a policy on limiting revenue sources.

In September 1999 the Board had an in-depth discussion on athletics limits. Dr. Dillon said the Board was not trying to control the growth of athletic programs as there may be issues such as gender equity that would necessitate it. What the Board was trying to control is the spiraling and escalating costs of athletic programs. Mr. Hammond said he shared the concern regarding funds which should be going to education being transferred to balance athletic budgets.

Mr. Eaton said a proposal would be put together for the October Board meeting which would include, among other things, institutional reallocation of student fees for athletics.

In October it was reported that on Page 7.5.b. there was an error: Institutional funds for LCSC shall not exceed \$100,000 instead of the \$25,000 indicated. He also said one of the reasons for the policy is to address deficits in the athletic programs such as the LCSC \$182,000 deficit.

So, it appears that for the Institutional Funds limits that those were put in place to control the escalating costs of athletics.

# State Board of Education

## Intercollegiate Athletics Support Limits

Attachment 3

### Board Policy (III.T.3.) on funds allocated and used by athletic program from:

**General Education Funds:**

"... In subsequent years, the limits shall be computed by an adjustment for the rate of change in the general education funds allocated by the Board. Beginning in FY98, the limits for each institution may be raised by the amounts annually approved and budgeted for implementation of of institutional gender equity plans."

**Institutional Funds:**

"shall not exceed \$250,000 for Boise State University; \$350,000 for Idaho State University; \$500,000 for University of Idaho; and \$100,000 for Lewis-Clark State College for FY2000. In subsequent years, these limits shall be computed by an adjustment for the rate of change in the general education funds allocated by the Board."

**Student Fee Revenue:**

"shall not exceed revenue generated from student activity fee dedicated for the athletic program. Increases to the student fee for the athletic program shall be at the same rate of increase as the total student activity fees."

**Program Funds:**

"the institutions can use the program funds generated, without restriction."

1 <b>Calculation of Limits:</b>	FY05	FY06	FY07	FY08	FY09	FY10	FY11	FY12
2 <b>General Education Funds:</b>								
3 General Education Allocation:								
4 General Fund	223,366,200	233,182,000	243,726,400	259,296,600	276,181,100	243,278,100	217,510,800	209,828,300
5 Endowment	10,020,500	9,519,600	7,624,800	7,851,500	8,595,000	9,616,400	9,616,400	9,616,600
6 Student Fee Revenue	97,207,800	107,907,800	119,823,900	124,329,300	127,108,700	133,651,800	146,341,600	177,262,700
7 Total	330,594,500	350,609,400	371,175,100	391,477,400	411,884,800	386,546,300	373,468,800	396,707,600
8 % Growth: General Ed. Funds	5.87%	6.05%	5.87%	5.47%	5.21%	-6.15%	-3.38%	6.22%
9 % Growth: General Account	2.46%	4.39%	4.52%	6.39%	6.51%	-11.91%	-10.59%	-3.53%
10 % Growth: Student Fees			11.04%	3.76%	2.24%	5.15%	9.49%	21.13%
11 Limits:	0.00%	11.01%						
12 Universities	1,960,500	2,079,200	2,201,200	2,321,600	2,442,600	2,292,300	2,214,700	2,352,500
13 % Growth from Prior Year	5.87%	6.05%	5.87%	5.47%	5.21%	-6.15%	-3.39%	6.22%
14 Lewis-Clark State College	728,900	773,000	818,300	863,100	908,100	852,200	823,400	874,600
15 % Growth from Prior Year	5.87%	6.05%	5.86%	5.47%	5.21%	-6.16%	-3.38%	6.22%
16								
17 <b>Institutional Funds:</b>								
18 Limits:								
19 Boise State University	306,800	325,400	344,500	363,300	382,200	358,700	346,600	368,200
20 % Growth from Prior Year	5.87%	6.06%	5.87%	5.46%	5.20%	-6.15%	-3.37%	6.23%
21 Idaho State University	429,400	455,400	482,100	508,500	535,000	502,100	485,100	515,300
22 % Growth from Prior Year	5.87%	6.05%	5.86%	5.48%	5.21%	-6.15%	-3.39%	6.23%
23 University of Idaho	613,500	650,600	688,800	726,500	764,400	717,400	693,100	736,200
24 % Growth from Prior Year	5.87%	6.05%	5.87%	5.47%	5.22%	-6.15%	-3.39%	6.22%
25 Lewis-Clark State College	122,700	130,100	137,700	145,200	152,800	143,400	138,500	147,100
26 % Growth from Prior Year	5.87%	6.03%	5.84%	5.45%	5.23%	-6.15%	-3.42%	6.21%
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	Athletics Operating Expense Budget			General Fund Limit		
	Op. Budget FY 2012	Limits	%	FY 2012 G.F.	FY 2012 Limits	%
Boise State University	30,925,833	3,191,572	10.3%	67,631,800	3,191,572	4.7%
Idaho State University	8,182,213	2,861,200	35.0%	57,150,200	2,861,200	5.0%
University of Idaho	14,657,904	3,061,260	20.9%	71,007,400	3,061,260	4.3%
Lewis-Clark State College	2,258,100	810,000	35.9%	11,520,800	810,000	7.0%
Total	56,024,050	9,924,032	17.7%	207,310,200	9,924,032	4.8%

Limits could be based on operating expense budget or total general funds by institution, or continue to tie the rate of change to the change in the overall General Fund (line 4 above). As an example, in FY 2012 instead of changing by 6.22% (line 8) it would actually have gone down by 3.53% (line 9) and the corresponding shown in lines 31-34 would have been reduced accordingly.



## 1. Philosophy

The Board reaffirms the role of intercollegiate athletics as a legitimate and significant component of institutional activity. The responsibility for and control of institutional activities in this area rest with the Board.

In the area of intercollegiate athletics, the Board seeks to establish programs which:

- a. provide opportunities for student athletes to attend college and participate in athletic programs while pursuing and completing academic degrees;
- b. reflect accurately the priorities and academic character of its institutions;
- c. fuel school spirit and community involvement; ~~and~~
- d. serve the needs of the institutions as they seek, through their athletic programs, to establish fruitful and sustaining relationships with their constituencies throughout the state and nation; ~~and~~
- ~~d-e.~~ make continuous progress toward compliance with Title IX of the Higher Education Amendments Act of 1972 which prohibits discrimination on the basis of gender in any education program or activity receiving federal financial assistance, including athletics.

Given these goals, the Board has a continuing concern and interest in the academic success of student athletes, the scope and level of competition, and the cost of athletic programs administered by its institutions. Consequently, the Board will, from time to time in the context of this policy statement, promulgate, as necessary, regulations-policies governing the conduct of athletic programs at its institutions.

## 2. Policies

The day-to-day conduct of athletic programs is vested in the institutions and in their chief executive officers. Decision making at the institutional level must be consistent with the policies established by the Board and by those national organizations and conferences with which the institutions are associated. In the event that conflicts arise among the policies of these governance groups, it is the responsibility of the institution's chief executive officer to notify the Board in a timely manner. Likewise, any knowledge of NCAA or conference rule infractions involving an institution should be communicated by the athletic department to the chief executive officer of the institution.

The Board recognizes that the financing of intercollegiate athletics, while controlled at the institutional level, is ultimately the responsibility of the Board itself. In assuming that responsibility, the sources of funds used by for intercollegiate athletics shall be defined in the following categories:

- a. State General Education Funds — ~~includes the funds that are appropriated to the institutions (state general account)~~ means state general funds (as defined in section 67-1205, Idaho Code) appropriated to the institutions.
  - b. ~~Institutional Funds~~ — ~~includes any funds generated by the institution outside the athletic programs.~~
  - c. ~~b.~~ Student Activity Fee Revenue — ~~includes means~~ revenue generated from the full-time and part-time student activity fee that is dedicated to the intercollegiate athletics program pursuant to policy V.R.3.b.ii.
  - c. Program Funds — ~~includes means~~ revenue generated directly related to the athletic programs, including but not limited to ticket sales/event revenue, tournament/bowl/conference receipts, media/broadcast receipts, concessions/parking/advertisement, game guarantees and foundation/booster donations.
  - d. Institutional Funds — means any funds generated by the institution outside the funds listed in a., b. and c. above. Institutional Funds do not include tuition and fee revenue collected under policy V.R.3. Examples of Institutional Funds include, but are not limited to, auxiliaries, investment income, interest income, vending, indirect cost recovery funds on federal grants and contracts, and administrative overhead charged to revenue-generating accounts across campus.
3. Funds allocated and used by athletic program from the above sources are limited as follows:
- a. State General Education Funds — ~~shall not exceed \$665,500 for the universities and \$247,500 for Lewis-Clark State College for Fiscal Year 1987. In subsequent years, the methodology for computing the limits for State General Funds shall be computed by to calculate an adjustment for the rate of change in the current fiscal year ongoing State g~~General education fFunds compared to the ongoing State General Funds in the prior fiscal year, and then apply the rate of change to the limit approved by the Board in the previous year.allocated by the Board. Beginning in FY98, the limits for each institution may be raised by the amounts annually approved and budgeted for implementation of institutional gender equity plans. Such limits shall be approved annually by the Board.
  - b. Institutional funds — ~~shall not exceed \$250,000 for Boise State University; \$350,000 for Idaho State University; \$500,000 for University of Idaho; and \$100,000 for Lewis-Clark State College for fiscal year 2000. In subsequent years, The methodology for computing these limits for Institutional Funds shall be to calculate~~ computed by an adjustment for the rate of change in the current fiscal year ongoing general educationAppropriated funds Funds compared to the

ongoing Appropriated Funds in the prior fiscal year, and then apply the rate of change to the limit approved by the Board in the previous year. allocated by the Board. Such limits shall be approved annually by the Board. For purposes of this paragraph, "Appropriated Funds" means all funds appropriated to the institutions (State General Funds, endowment funds, and appropriated tuition and student fees).

- c. Student Activity ~~Fee~~ Revenue – shall not exceed revenue generated from the student activity fee dedicated for the athletic program. Institutions may increase ~~to the student fee for the athletic program shall be at the same a rate not more than the~~ rate of increase as change of the total student activity fees.
- d. Program funds – the institutions can use the program funds generated, without restriction.

The president of each institution is accountable for balancing the budget of the athletic department on an annual basis. In accounting for the athletic programs, a fund balance for the total athletic program must be maintained. In the event that revenue within a fiscal year exceeds expenses, the surplus would increase the fund balance and would be available for future fiscal years. In the event that expenses within a fiscal year exceeds revenue, the deficit would reduce the fund balance. If the fund balance becomes negative, the institutions must shall submit a plan ~~to the for~~ Board approval that eliminates the deficit within two fiscal years. Reduction in program expenditures and/or increase revenue (program funds only) can be used in an institutional plan to eliminate a negative fund balance. If substantial changes in the budget occur during the year resulting in a deficit for that year, the president shall advise the Board of the situation at the earliest opportunity.

Donations to athletics at an institution must be made and reported according to policy V.E. The amount of booster money donated to and used by the athletic department shall be budgeted in the athletic department budget.

#### 4. Gender Equity

- a. Gender equity means compliance with Title IX of the Higher Education Amendments Act of 1972 which prohibits discrimination on the basis of gender in any education program or activity receiving federal financial assistance, including athletics. Congress delegated authority to promulgate regulations (34 C.F.R. §106.41) for determining whether an athletics program complies with Title IX. The U.S. Department of Education, through its Office of Civil Rights (OCR) is responsible for enforcing Title IX.

b. Title IX measures gender equity in athletics in three distinct areas: participation, scholarships, and equivalence in other athletics benefits and opportunities.

c. The limits for each institution as described in subsection 3, above, may be raised for achieving gender equity. Such limits shall be approved annually by the Board. It is the intent of the Board that increases in program revenues will be provided before increases to the limits under subsection 3 will be considered.

d. The chief executive officer of each institution shall prepare a gender equity report for review and formal approval by the Board in a format and time to be determined by the Executive Director. The gender equity report will show the status of the institution's compliance with Title IX. The gender equity report will show the changes to the athletics programs, budget adjustments, and a timeline necessary to comply with Title IX.

#### **45. Financial Reporting.**

The Board requires that the institutions adopt certain reporting requirements and common accounting practices in the area of intercollegiate athletic financing. The athletic reports shall contain revenues, and expenditures, in the detail prescribed by the Board office, including all revenue earned during a fiscal year. A secondary breakdown of expenditures by sport and the number of participants will also be required. The ~~number and amounts of nonresident tuition waivers and the fund balances as of June 30 of the report year should~~shall be included in the report. The general format of the report will be consistent with the format ~~used in recent years established by the Executive Director~~. The revenue and expenditures reported on these reports must reconcile to the NCAA Agreed Upon Procedures Reports that are prepared annually and reviewed by the external auditors. The institutions will submit the following reports to the Board:

a. ~~At the June Board meeting, I~~the institutions shall submit an operating budget for the upcoming fiscal year beginning July 1 in a format prescribed by the Board office and time to be determined by the Executive Director.

- (1) Actual revenues and expenditures for the fiscal year most recently completed.
- (2) Estimated revenues and expenditures for the current fiscal year.
- (3) Proposed operating budget for the next budget year beginning July 1.

b. ~~At the February Board meeting, I~~the following fiscal year's financial information will be reported by each institution in a format and time to be determined by the Executive Director:

- (1) Actual revenues and expenditures for the prior four (4) fiscal years
- (2) Estimated revenues and expenditures for the current fiscal year.

**GOVERNING POLICIES AND PROCEDURES**

SECTION: III. POSTSECONDARY AFFAIRS

SUBSECTION: T. Intercollegiate AthleticsStudent AthletesJune 2007February 20121. Philosophy

~~The Board reaffirms the role of intercollegiate athletics as a legitimate and significant component of institutional activity. The responsibility for and control of institutional activities in this area rest with the Board.~~

~~In the area of intercollegiate athletics, the Board seeks to establish programs which:~~

- ~~a. provide opportunities for student athletes to attend college and participate in athletic programs while pursuing and completing academic degrees;~~
- ~~b. reflect accurately the priorities and academic character of its institutions;~~
- ~~c. fuel school spirit and community involvement; and~~
- ~~d. serve the needs of the institutions as they seek, through their athletic programs, to establish fruitful and sustaining relationships with their constituencies throughout the state and nation.~~

~~Given these goals, the Board has a continuing concern and interest in the academic success of student athletes, the scope and level of competition, and the cost of athletic programs administered by its institutions. Consequently, the Board will, from time to time in the context of this policy statement, promulgate, as necessary, regulations governing the conduct of athletic programs at its institutions.~~

2. Policies

~~The day-to-day conduct of athletic programs is vested in the institutions and in their chief executive officers. Decision making at the institutional level must be consistent with the policies established by the Board and by those national organizations and conferences with which the institutions are associated. In the event that conflicts arise among the policies of these governance groups, it is the responsibility of the institution's chief executive officer to notify the Board in a timely manner. Likewise, any knowledge of NCAA or conference rule infractions involving an institution should be communicated by the athletic department to the chief executive officer of the institution.~~

~~The Board recognizes that the financing of intercollegiate athletics, while controlled at the institutional level, is ultimately the responsibility of the Board itself. In assuming that responsibility, the sources of funds used by intercollegiate athletics shall be defined in the following categories:~~

- ~~a. General Education Funds — includes the funds that are appropriated to the institutions (state general account).~~
- ~~b. Institutional Funds — includes any funds generated by the institution outside the athletic programs.~~

**GOVERNING POLICIES AND PROCEDURES**

SECTION: III. POSTSECONDARY AFFAIRS

SUBSECTION: T. Intercollegiate AthleticsStudent AthletesJune 2007February 2012

- ~~c. Student Fee Revenue — includes revenue generated from the full time and part-time student activity fee that is dedicated to the intercollegiate athletics program.~~
  - ~~d. Program Funds — includes revenue generated directly related to the athletic programs, including but not limited to ticket sales/event revenue, tournament/bowl/conference receipts, media/broadcast receipts, concessions/parking/advertisement, game guarantees and foundation/booster donations.~~
- ~~3. Funds allocated and used by athletic program from the above sources are limited as follows:~~
- ~~a. General education funds — shall not exceed \$665,500 for the universities and \$247,500 for Lewis-Clark State College for Fiscal Year 1987. In subsequent years, the limits shall be computed by an adjustment for the rate of change in the general education funds allocated by the Board. Beginning in FY98, the limits for each institution may be raised by the amounts annually approved and budgeted for implementation of institutional gender equity plans.~~
  - ~~b. Institutional funds — shall not exceed \$250,000 for Boise State University; \$350,000 for Idaho State University; \$500,000 for University of Idaho; and \$100,000 for Lewis-Clark State College for fiscal year 2000. In subsequent years, these limits shall be computed by an adjustment for the rate of change in the general education funds allocated by the Board.~~
  - ~~c. Student fee revenue — shall not exceed revenue generated from student activity fee dedicated for the athletic program. Increases to the student fee for the athletic program shall be at the same rate of increase as the total student activity fees.~~
  - ~~d. Program funds — the institutions can use the program funds generated, without restriction.~~

~~The president of each institution is accountable for balancing the budget of the athletic department on an annual basis. In accounting for the athletic programs, a fund balance for the total athletic program must be maintained. In the event that revenue within a fiscal year exceeds expenses, the surplus would increase the fund balance and would be available for future fiscal years. In the event that expenses within a fiscal year exceeds revenue, the deficit would reduce the fund balance. If the fund balance becomes negative, the institutions must submit a plan to the Board that eliminates the deficit within two fiscal years. Reduction in program expenditures and/or increase revenue (program funds only) can be used in an institutional plan to eliminate a negative fund balance. If substantial changes in the budget occur during the year resulting in a deficit for that year, the president shall advise the Board of the situation at the earliest opportunity.~~



**GOVERNING POLICIES AND PROCEDURES**

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SUBSECTION: T. Intercollegiate AthleticsStudent AthletesJune 2007February 2012

~~Donation to athletics at an institution must be made and reported according to policy. The amount of booster money donated to and used by the athletic department shall be budgeted in the athletic department budget.~~

~~4. Financial Reporting.~~

~~The Board requires that the institutions adopt certain reporting requirements and common accounting practices in the area of intercollegiate athletic financing. The athletic reports shall contain revenues, and expenditures, in the detail prescribed by the Board office, including all revenue earned during a fiscal year. A secondary breakdown of expenditures by sport and the number of participants will also be required. The number and amounts of nonresident tuition waivers and the fund balances as of June 30 of the report year should be included in the report. The general format of the report will be consistent with the format used in recent years. The revenue and expenditures reported on these reports must reconcile to the NCAA Agreed Upon Procedures Reports that are prepared annually and reviewed by the external auditors. The institutions will submit the following reports to the Board:~~

~~a. At the June Board meeting, the institutions shall submit an operating budget for the upcoming fiscal year beginning July 1 in a format prescribed by the Board office.~~

~~—— (1) Actual revenues and expenditures for the fiscal year most recently completed.~~

~~—— (2) Estimated revenues and expenditures for the current fiscal year.~~

~~—— (3) Proposed operating budget for the next budget year beginning July 1.~~

~~b. At the February Board meeting, the following fiscal year's financial information will be reported by each institution:~~

~~—— (1) Actual revenues and expenditures for the prior four (4) fiscal years~~

~~—— (2) Estimated revenues and expenditures for the current fiscal year.~~

~~51. Student Athletes - Conduct~~

a. Each public college and university shall have a written policy governing the conduct of student athletes. At a minimum, those policies shall include:

~~(4)i.~~ A disclosure statement completed and signed by the student athlete prior to participation in any intercollegiate athletic endeavor, which shall include a description of (1) all prior criminal convictions, (2) all prior juvenile dispositions

**GOVERNING POLICIES AND PROCEDURES**

SECTION: III. POSTSECONDARY AFFAIRS

SUBSECTION: T. Intercollegiate Athletics Student AthletesJune 2007 February 2012

wherein the student was found to have committed an act that would constitute a misdemeanor or felony if committed by an adult, and (3) all pending criminal charges, including juvenile proceedings alleging any act which would constitute a misdemeanor or felony if committed by an adult.

~~(2)~~ ii. This statement will be kept in the office of the athletic director. Failure to accurately disclose all incidents may result in immediate suspension from the team.

- b. Institutions shall not knowingly recruit any person as a player for an intercollegiate athletic team who has been convicted of a felony or, in the case of a juvenile, who has been found to have committed an act which would constitute a felony if committed by an adult. Exemptions to this restriction shall be granted only by the President of the college or university upon recommendation of the athletic director and faculty athletics representative. Such decisions shall be reported in writing to the Executive Director of the State Board of Education at the time the exception is granted.
- c. A student athlete convicted of a felony after enrollment, including a plea of nolo contendere on a felony charge, shall be removed from the team and shall not be allowed to participate again in intercollegiate athletics at any Idaho public college or university. Further, an institution may cancel any athletic financial aid received by a student who is convicted of a felony while the student is receiving athletic financial aid subject to NCAA regulations and the institution's applicable student judicial procedure. Nothing herein shall be construed to limit an institution from exercising disciplinary actions or from implementing student athletic policies or rules that go beyond the minimum requirements stated herein.
- d. Subject to applicable law, all institutions shall implement a drug education and testing program and shall require all intercollegiate student athletes to give written consent to drug testing as a condition of the privilege of participating in intercollegiate athletics.
- e. Institutions shall require their athletic coaches to hold an annual team meeting with their respective teams at the beginning of each season. The coaches shall be required to verbally review the team rules with team members at the meeting. Attendance at this meeting shall be mandatory. Each team member shall receive a written copy of the team rules and sign a statement acknowledging receipt of the rules and attendance at the meeting where the rules were verbally reviewed.
- f. Reporting Requirements

~~(4)~~ i. Student athletes shall immediately report any criminal charges to their head coach and to the athletic director. Coaches shall be obligated to inform the athletic director of any knowledge of charges against their athletes. The



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athletic director shall report the same to the chief student affairs officer and to the institutional president, who shall report the same in writing to the Executive Director of the State Board of Education as soon as possible, but not later than 10 working days after learning of the charges. The report to the Executive Director shall include a description of the alleged violation of law and the institution's proposed action, if any.

(2)ii. Coaches shall immediately report the conviction of any student athlete to the athletic director and the institutional president, who shall report the conviction in writing to the Executive Director of the State Board of Education as soon as possible, but not later than 10 working days after the conviction. This report shall include a description of the violation of law and the institution's proposed action, if any.

g. Review Clause

This policy shall be reviewed by the Board one year from the time that it goes into effect (effective date - November 16, 1995).

**GOVERNING POLICIES AND PROCEDURES**

SECTION: III. POSTSECONDARY AFFAIRS

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**BUSINESS AFFAIRS AND HUMAN RESOURCES**  
**DECEMBER 8, 2011**

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**SUBJECT**

FY 2011 College and Universities' Net Asset Balances

**BACKGROUND/DISCUSSION**

The net asset balances are shown as of June 30, 2011. The net assets are broken down as follows:

**Invested in capital assets, net of related debt:** This represents the institution's total investment in capital assets, net of accumulated depreciation and outstanding debt obligations related to those capital assets. To the extent debt has been incurred but not yet expended for capital assets, such amounts are not included.

**Restricted, expendable:** This represents resources in which the institution is legally or contractually obligated to spend resources in accordance with restrictions imposed by external third parties.

**Restricted, nonexpendable:** This represents endowment and similar type funds in which donors or other outside sources have stipulated, as a condition of the gift instrument, that the principal is to be maintained inviolate and in perpetuity, and invested for the purpose of producing present and future income, which may either be expended or added to principal.

**Unrestricted:** This represents resources derived from student tuition and fees, and sales and services of educational departments and auxiliary enterprises. These resources also include auxiliary enterprises, which are substantially self-supporting activities that provide services for students, faculty and staff. Not all source of revenues noted above are necessarily present in the unrestricted balance.

Within **Unrestricted Net Assets**, the institutions reserve funds for the following:

**Obligated:** Contractual obligations represent a variety of agreements which support initiatives or operations that have moved beyond management planning into execution. Obligations include contracts for goods and services, including construction projects. Obligations contain debt service commitments for outstanding debt and staffing commitments for personnel. These amounts also consist of inventories and other balances for which contractual commitments exist.

**Designated:** Designated net assets represent balances not yet legally contracted but have been dedicated to initiatives that have been deemed to be strategic or mission critical. Balances include capital or maintenance projects that are in active planning phases. Facility and administrative cost recovery returns from sponsored projects (grants and contracts) are reinvested in infrastructure or on efforts to obtain additional grant funding. Documented

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central commitments to initiatives that have been approved at an executive level are designated.

**Unrestricted Funds Available:** Balance represents reserves available to bridge uneven cash flows as well as future potential funding shortfalls such as:

- Budget reductions or holdbacks
- Enrollment fluctuations
- Unfunded enrollment workload adjustment (EWA)
- Unfunded occupancy costs
- Critical infrastructure failures

**IMPACT**

The volatility of state funding – as well as fluctuations in enrollment and tuition revenue – necessitates the need for institutions to maintain fund balances sufficient to stabilize operating budgets. Best practices for responsible fiscal policy suggest that institutions maintain an unrestricted fund balance at a level that represents 5 to 15 percent of operating expenses, or is sufficient to fund no less than one to two months of operating expenditures. In 2010, finance staff at the Board and the college and universities spent significant time in evaluating these best practices when applied to their own unique budgetary environments. In recognition of the State's recent financial challenges, Board staff and the institutions determined that 5% of operating expenses (which reflects less than one month of expenses) is a reasonable target for a minimum available reserve. (Since the institutions' state appropriations are included in non-operating revenues, staff and the institutions decided to use audited operating expenses.)

The Board subsequently included a minimum target reserve of 5% of operating expenditures as a benchmark in its Strategic Plan (Goal 3, Objective A).

Based on this target reserve, the institutions' unrestricted available balances are:

BSU:	2.7%
ISU:	5.9%
UI:	1.6%
LCSC:	3.5%

*Note: Designated reserves are not yet legally contracted, so technically they are still subject to management decision or reprioritization. However, it's critical to understand that these net asset balances are a snapshot in time as of June 30, 2011, so reserves shown as "designated" on this report could be "obligated" at any point in the current fiscal year.*

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**ATTACHMENTS**

BSU Net Asset Balances	Page 5
ISU Net Asset Balances	Page 7
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LCSC Net Asset Balances	Page 11

**STAFF COMMENTS AND RECOMMENDATIONS**

The institutions will present a brief analysis of unrestricted net assets.

**BOARD ACTION**

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

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**Boise State University****Net Asset Balances****As of June 30, 2011**

Information Taken from Workpapers Relating to Audited Financial Statements

1	Net Assets:	Boise State
2	Invested in capital assets, net of related debt	200,892,674
3	Restricted, expendable	21,690,750
4	Restricted, nonexpendable	0
5	Unrestricted	93,599,301
6	<b>Total Net Assets</b>	<b>\$316,182,725</b>
7		
8	<b>Unrestricted Net Assets:</b>	<b>\$93,599,301</b>
9	Obligated (Note A)	
10	Debt Reserves	17,242,000
11	Capital Projects	
12	Facilities	15,813,546
13	Equipment	7,116,864
14	Program Commitments	
15	Academic	10,092,654
16	Research	1,877,906
17	Other	5,367,630
18	Administrative Initiatives	4,161,212
19	Other	0
20		
21	Total Obligated	61,671,812
22		
23	Designated (Note B)	
24	Capital Projects	
25	Facilities	10,500,000
26	Equipment	0
27	Program Commitments	
28	Academic	2,409,039
29	Research	5,760,367
30	Other	1,105,213
31	Administrative Initiatives	4,675,325
32	Other	0
33		
34	Total Designated	24,449,943
35		
36	<b>Unrestricted Funds Available (Note C)</b>	<b>\$7,477,546</b>
37		
38	Operating expenses	281,846,315
39	Ratio of Unrestricted Funds Available to operating expenses	2.7%
40	5% of operating expenses (minimum reserve target)	14,092,316
41		

**Note A:**           **Obligated** - Contractual obligations represent a variety of agreements which support initiatives or operations that have moved beyond management planning into execution. Obligations include contracts for goods and services, including construction projects. Obligations contain debt service and staffing commitments for outstanding debt and personnel. These amounts also consist of inventories and other balances for which a contractual commitments exist.

**Note B:**           **Designated** - Designated net assets represent balances that are not yet legally contracted, but have been dedicated to initiatives that have been deemed to be strategic or mission critical. Balances include capital or maintenance projects that are in active planning phases. Facility and administrative returns from sponsored projects (grants and contracts) are reinvested in infrastructure or on efforts to obtain additional grant funding. Documented central commitments to initiatives that have been approved at an executive level are designated.

**Note C:**           **Unrestricted Funds Available** - Balance represents reserves available to bridge uneven cash flows as well as future potential reduced funding. Current examples of potential future reductions are:

Unfunded Enrollment Workload Adjustment (EWA)  
Budget reductions or holdbacks  
Enrollment fluctuations



**Idaho State University****Net Asset Balances****As of June 30, 2011**

Information Taken from Workpapers Relating to Audited Financial Statements

1 <b>Net Assets:</b>	<b>Idaho State University</b>
2 Invested in capital assets, net of related debt	\$123,571,307
3 Restricted, expendable	6,558,524
4 Restricted, nonexpendable	-
5 Unrestricted	60,772,075
6 Total Net Assets	<u>\$190,901,906</u>
7	
8 <b>Unrestricted Net Assets:</b>	<b>60,772,075</b>
9 Obligated (Note A)	
10 Debt Reserves	10,207,210
11 Capital Projects	
12 Facilities	-
13 Equipment	3,877,460
14 Program Commitments	
15 Academic	6,881,112
16 Research	178,933
17 Other	
18 Administrative Initiatives	486,153
19 Other	3,779,562
20	-
21 Total Obligated	<u>25,410,430</u>
22	
23 Designated (Note B)	
24 Capital Projects	
25 Facilities	3,870,381
26 Equipment	
27 Program Commitments	
28 Academic	7,390,866
29 Research	2,544,047
30 Other	9,165,342
31 Administrative Initiatives	
32 Other	
33	-
34 Total Designated	<u>22,970,636</u>
35	
36 <b>Unrestricted Available (Note C)</b>	<b><u>\$12,391,009</u></b>
37	
38 Operating expenses	209,724,689
39 Ratio of Unrestricted Funds Available to operating expenses	5.9%
40 5% of operating expenses (minimum available reserve target)	10,486,234
41	
42 Two months operating expenses	34,954,115
43 Ratio of Unrestricted Funds Available to two months of operating expenses	35%
44 Number of days expenses covered by Unrestricted Funds Available	21.57

**Note A:**           **Obligated** - Contractual obligations represent a variety of agreements which support initiatives or operations that have moved beyond management planning into execution. Obligations include contracts for goods and services, including construction projects. Obligations contain debt service and staffing commitments for outstanding debt and personnel. These amounts also consist of inventories and other balances for which a contractual commitments exist.

**Note B:**           **Designated** - Designated net assets represent balances that are not yet legally contracted, but have been dedicated to initiatives that have been deemed to be strategic or mission critical. Balances include capital or maintenance projects that are in active planning phases. Facility and administrative returns from sponsored projects (grants and contracts) are reinvested in infrastructure or on efforts to obtain additional grant funding. Documented central commitments to initiatives that have been approved at an executive level are designated.

**Note C:**           **Unrestricted Funds Available** - Balance represents reserves available to bridge uneven cash flows as well as future potential reduced funding. Current examples of potential future reductions are:

Unfunded Enrollment Workload Adjustment (EWA)  
Budget reductions or holdbacks  
Enrollment fluctuations

**Idaho College and Universities  
Net Asset Balances**

**As of June 30, 2011**

Information Taken from Workpapers Relating to Audited Financial Statements

1	<b>Net Assets:</b>	<b>University of Idaho</b>
2	Invested in capital assets, net of related debt	\$235,066,193
3	Restricted, expendable	78,191,004
4	Restricted, nonexpendable	69,176,081
5	Unrestricted	19,920,553
6	Total Net Assets	<u>\$402,353,831</u>
7	<b>Unrestricted Net Assets:</b>	<b><u>\$19,920,553</u></b>
8	<b>Obligated (Note A)</b>	
	- Debt Service Funds	\$ 1,774,240
	- Capital Project and Equipment Funds	<u>6,283,487</u>
	<b>Total Obligated Funds</b>	<b>8,057,727</b>
9	<b>Designated (Note B)</b>	
	Academic Funds:	
	- Dedicated Course Fees	\$ 2,344,050
	- Research Funds	146,963
	- Faculty Start-up Funds	32,872
	- Support Funds	<u>756,438</u>
	Total Academic Funds	\$ 3,280,323
	Agricultural Extension Funds:	
	- Agricultural Extension Education Funds	\$ 93,316
	- Agricultural Extension Research Funds	150,267
	- Agricultural Extension Support Funds	<u>173,169</u>
	Total Agricultural Extension Funds	416,753
	Student Funds:	
	- Student Services Funds	\$ 77,053
	- Student Scholarship Funds	<u>119,237</u>
	Total Student Funds	196,290
	Auxiliary Services Funds	1,356,737
	Facility/Departmental Repair and Replacement Funds	137,815
	Administrative Infrastructure Support Funds	480,986
	Library Funds	112,393
	Other Designated Funds	<u>383,049</u>
	<b>Total Designated Funds</b>	<b><u>6,364,346</u></b>
10	<b>Unrestricted Available (Note C)</b>	<b><u>5,498,480</u></b>
11	Operating expenses	\$354,207,238
12	Ratio of Unrestricted Funds Available to operating expenses	1.6%
13	5% of operating expenses (minimum available reserve target)	\$17,710,362
14	Two months operating expenses	\$59,034,540
15	Ratio of Unrestricted Funds Available to two months of operating expenses	9%
16	Number of days expenses covered by Unrestricted Funds Available	6

## **NOTES**

**Note A:** **Obligated** - Contractual obligations represent a variety of agreements which support initiatives or operations that have moved beyond management planning into execution. Obligations include contracts for goods and services, including construction projects. Obligations contain debt service commitments for outstanding debt and staffing commitments for personnel. These amounts also consist of inventories and other balances for which a contractual commitments exist.

**Note B:** **Designated** - Designated net assets represent balances that are not yet legally contracted, but have been dedicated to initiatives that have been deemed to be strategic or mission critical. Balances include capital or maintenance projects that are in active planning phases. Facility and administrative returns from sponsored projects (grants and contracts) are reinvested in infrastructure or on efforts to obtain additional grant funding. Documented central commitments to initiatives that have been approved at an executive level are designated.

**Note C:** **Unrestricted Funds Available** - Balance represents reserves available to bridge uneven cash flows as well as future potential reduced funding. Current examples of potential future reductions are:

Budget reductions or holdbacks

Enrollment fluctuations

Unfunded Enrollment Workload Adjustment (EWA)

Loss of ARRA funding

**Lewis-Clark State College****Net Asset Balances****As of June 30, 2011**

Information Taken from Information Taken from Workpapers Relating to Audited Financial Statements

1	<b>Net Assets:</b>	<b>LCSC</b>
2	Invested in capital assets, net of related debt	\$43,394,474
3	Restricted, expendable	1,250,382
4	Restricted, nonexpendable	0
5	Unrestricted	16,938,305
6	<b>Total Net Assets</b>	<b>\$61,583,161</b>
7		
8	<b>Unrestricted Net Assets:</b>	<b>\$16,938,305</b>
9	Obligated (Note A)	
10	Debt Reserves	2,771,482
11	Other	221,610
12		
13	Total Obligated	2,993,092
14		
15	Designated (Note B)	
16	Capital Projects	
17	Facilities	1,566,508
18	Equipment	1,273,457
19	Program Commitments	
20	Academic	4,515,604
21	Other	4,165,529
22	Other	824,115
23		
24	Total Designated	12,345,213
25		
26	<b>Unrestricted Available (Note C)</b>	<b>\$1,600,000</b>
27		
28	Operating expenses	45,333,988
29	Ratio of Unrestricted Funds Available to operating expenses	3.5%
30	5% of operating expenses (minimum available reserve target)	2,266,699
31		
32	Two months operating expenses	7,555,665
33	Ratio of Unrestricted Funds Available to two months of operating expenses	21%
34	Number of days expenses covered by Unrestricted Funds Available	13

**Note A:**           **Obligated** - Contractual obligations represent a variety of agreements which support initiatives or operations that have moved beyond management planning into execution. Obligations include contracts for goods and services, including construction projects. Obligations contain debt service and staffing commitments for outstanding debt and personnel. These amounts also consist of inventories and other balances for which a contractual commitments exist.

**Note B:**           **Designated** - Designated net assets represent balances that are not yet legally contracted, but have been dedicated to initiatives that have been deemed to be strategic or mission critical. Balances include capital or maintenance projects that are in active planning phases. Facility and administrative returns from sponsored projects (grants and contracts) are reinvested in infrastructure or on efforts to obtain additional grant funding. Documented central commitments to initiatives that have been approved at an executive level are designated.

**Note C:**           **Unrestricted Funds Available** - Balance represents reserves available to bridge uneven cash flows as well as future potential reduced funding. Current examples of potential future reductions are:

Unfunded Enrollment Workload Adjustment (EWA)  
Budget reductions or holdbacks  
Enrollment fluctuations

**BUSINESS AFFAIRS AND HUMAN RESOURCES  
DECEMBER 8, 2011**

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**BOISE STATE UNIVERSITY**

**SUBJECT**

Bronco Stadium Expansion Project, Phase I, Football Complex

**REFERENCE**

December 2010	Bronco Stadium future projects update
February 2011	Board approved request to begin preliminary design
September 2011	Board approved construction of Dona Larsen Park Track and Field and related facilities
October 2011	Bronco Stadium Expansion Project, Phase I Update

**APPLICABLE STATUTE, RULE OR POLICY**

Idaho State Board of Education Governing Policies & Procedures, Section V.K

**BACKGROUND/DISCUSSION**

In February 2011 the Board authorized Boise State University to proceed with the design of Phase I of the Bronco Stadium Expansion project. Phase I of the project includes the relocation of the track and field to Dona Larsen Park, and the construction of the football complex. This request is to proceed with construction of the football complex.

The Football Complex is an addition to the Bronco Stadium facilities and consists of approximately 69,000 gross square feet of all-sports training and hydrotherapy facilities, a strength training and cardiovascular room, football team locker room, football team meeting rooms, football coaches' offices, football coaches and staff locker rooms, academic study areas, recruiting lounge, equipment storage/checkout, loading dock and other infrastructure support spaces. The improvements provided by this new facility are needed to support the development of the football program, provide facilities that are more comparable to our conference peers, and to enhance recruiting.

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 completed the design development phase and have updated the project cost estimate. The total budget for the Football Complex is \$22 million. This represents a small increase in the original projected budget. The increase is needed to appropriately address football program needs both in size and programming.

It is expected the University will return to the Board in February 2012 to request financing approval. Bidding is scheduled to begin in February or March 2012 with anticipated construction completion in summer 2013.

**BUSINESS AFFAIRS AND HUMAN RESOURCES**  
**DECEMBER 8, 2011**

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**IMPACT**

Cost estimates based on the design development documents indicate a construction cost of \$16,976,825. Contingencies, architectural and engineering fees, commissioning, testing, and other administrative and soft costs bring the estimated total project cost to \$22,000,000. This project will be brought back to the Board for financing approval prior to contract award.

Current project funding sources include:

Private Gifts and Pledges	\$ 7,000,000
Bond Proceeds from New Debt	<u>\$15,000,000</u>
Total	<u>\$22,000,000</u>

The University continues to pursue private gifts for this project to reduce the debt amount and currently has an additional \$5.5 million in potential pledges. The University anticipates asking the Board for approval to issue bonds to finance construction of this facility in February 2012 and will provide an updated financing plan at that time.

This project will be procured through the standard process using the State of Idaho's Division of Public Works and the State of Idaho Department of Administration, Division of Purchasing, as appropriate. Multiple contracts may be awarded and the University may proceed with the purchase and installation of furniture, fixtures and equipment if budget authorization is sufficient under the approved budget of this agenda item.

**STAFF COMMENTS AND RECOMMENDATIONS**

Total project costs are estimated at \$22 million, with approximately \$15 million to be financed with 30 year bond proceeds. This would bring BSU's projected debt service up to just over 6% of operating budget. In recent years, the Board has informally considered 8% as a debt service ceiling. Based on conservative assumptions, annual bond service payments would be almost \$1.1 million for the first five years, and then increase to approximately \$5.5 million for the remaining 25 years. The financial pro-forma shows positive project cash flow from inception.

Staff notes that on November 7, 2011 the Board of Directors of the J.A. and Kathryn Albertson Foundation announced a \$3 million grant to the Boise State University Foundation. The grant establishes a partnership between the Foundation and Boise State's intercollegiate athletics program. Funding will be used to expand the football athletic complex, create an academic center within the complex, and continue the Foundation's Go On awareness campaign in conjunction with Boise State Athletics.

Staff recommends approval.



**BUSINESS AFFAIRS AND HUMAN RESOURCES  
DECEMBER 8, 2011**

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**ATTACHMENTS**

Attachment 1 - Project Budget	Page 5
Attachment 2 - Capital Project Tracking Sheet	Page 6
Attachment 3 - Financial Pro Forma	Page 7
Attachment 4 - Projected Debt Service	Page 8

**BOARD ACTION**

I move to approve the request by Boise State University to proceed with construction of the football complex for a total project cost not to exceed \$22 million.

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

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**Architectural & Engineering Services  
Project Budget**

<b>Project Number:</b>	DPW11-206
<b>Project Title:</b>	Bronco Stadium Expansion, Football Complex
<b>Date:</b>	10/27/11

<b>Category</b>	<b>Budget</b>
Architectural Fees	1,744,000
Construction and Construction Management Costs	16,936,825
Testing, Inspections and Misc.	244,175
Construction Contingency	775,000
<b>Subtotal</b>	19,700,000

University Costs	720,675
Project Contingency	1,579,325

<b>Total Project</b>	<b>\$ 22,000,000</b>
----------------------	----------------------

1	<b>Institution/Agency:</b>	Boise State University	<b>Project:</b>	Bronco Stadium Expansion Project, Phase 1
2	<b>Project Description:</b>	Construction of Bronco Stadium Expansion Project, Phase 1, Football Complex		
3	<b>Project Use:</b>	Construction of new Bronco Stadium Football Complex		
4	<b>Project Size:</b>	Approx. 60,000 gross square feet		

[illegible]

**Boise State University**  
**Stadium Financial Pro-Forma**  
**November 8, 2011**

Attachment 3

	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6-10	Year 11-15	Year 16-20	Year 21-25	Year 26-30
<b>Revenue</b>										
Pledges (Oct 2011)	860,030	713,215	696,300	608,000						
Bleacher revenue					430,000	4,300,000	4,300,000	4,300,000	4,300,000	4,300,000
Learfield	250,000	250,000	250,000	300,000	300,000	1,700,000	1,750,000	1,750,000		
Future Advertising Contract									1,750,000	1,750,000
Operating Revenues	400,000	550,000	550,000	575,000	750,000	1,400,000	1,400,000	1,400,000	1,400,000	1,400,000
Reserves	-	-	-	-	-	-	-	-	-	-
Total	1,510,030	1,513,215	1,496,300	1,483,000	1,480,000	7,400,000	7,450,000	7,450,000	7,450,000	7,450,000
<b>Expense</b>										
Operating expenses-DLP	180,000	180,000	180,000	180,000	180,000	900,000	900,000	900,000	900,000	900,000
Operating expenses- Stadium Expansion	200,000	200,000	200,000	200,000	200,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000
Debt Service	1,089,734	1,089,734	1,089,734	1,089,734	1,089,734	5,448,670	5,448,670	5,448,670	5,448,670	5,448,670
Total	1,469,734	1,469,734	1,469,734	1,469,734	1,469,734	7,348,670	7,348,670	7,348,670	7,348,670	7,348,670
<b>Net Revenues</b>	40,296	43,481	26,566	13,266	10,266	51,330	101,330	101,330	101,330	101,330
<b>Cumulative Net Revenues</b>	40,296	83,777	110,343	123,609	133,875	185,205	286,535	387,865	489,195	590,525

<i>rate</i>	6%
<i>term</i>	30
<i>prin</i>	15,000,000
<i>pmt</i>	(\$1,089,733.67)

**Assumptions:**

Interest rate is conservative. It is expected that the final rate will be less than 6%.

**Fundraising continues, model includes only pledges received through October 11. It is expected that there will be additional donations available for the debt service.**

Bleachers are included at 85% occupancy (after payment of 4.5 year internal loan) which is conservative.

**Operating Revenues:**

A variety of operating revenues will be allocated to the project as needed. These sources include:

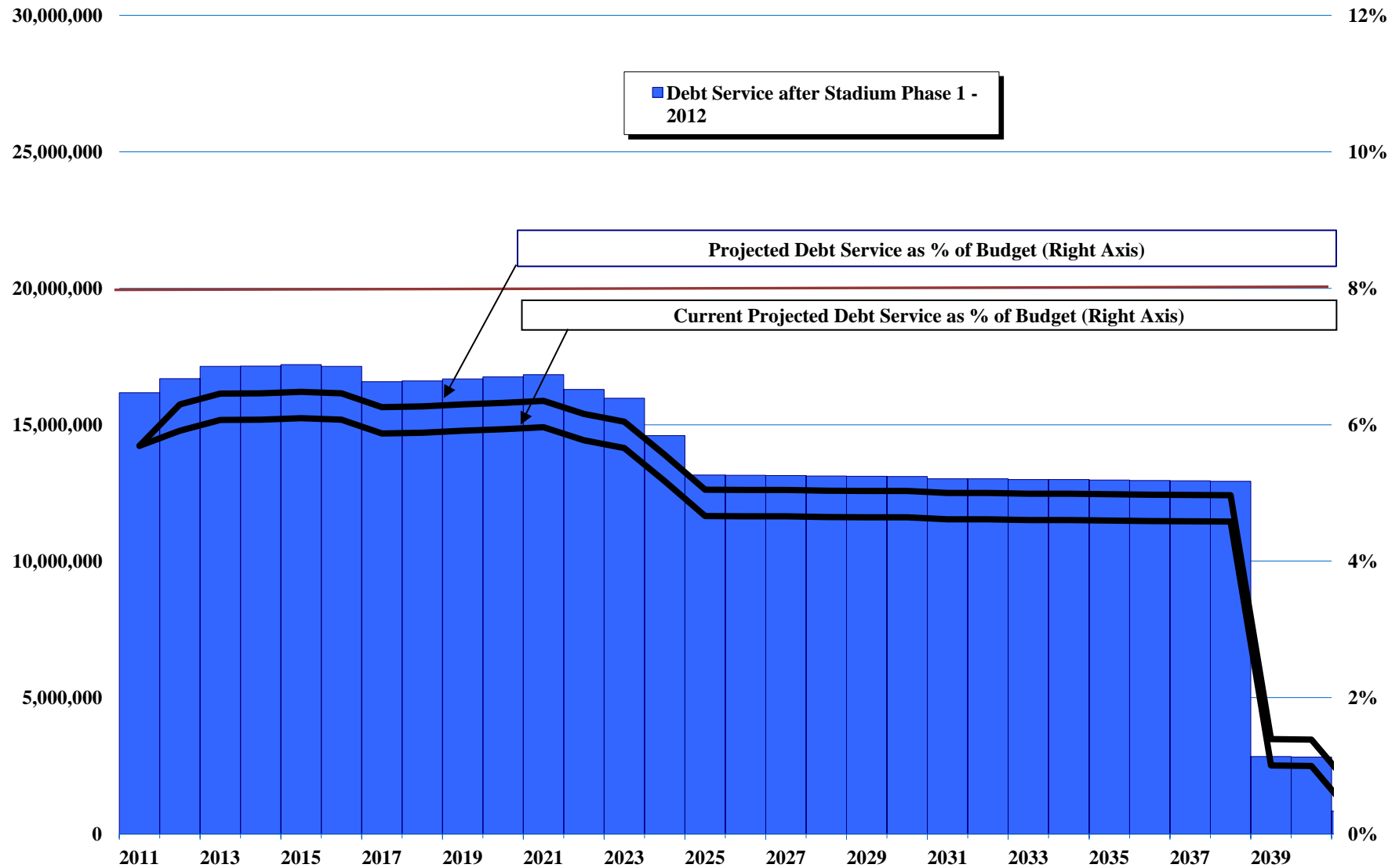
Additional concession revenue generated by bleacher seats and any price increases.

Increased pricing on parking, tickets and BAA memberships.

Operating revenues from other facilities such as Stueckle Sky Center, Caven Williams indoor practice field and Donna Larson Park

# Boise State University Debt Service to Budget December 2011

Attachment 4



**BUSINESS AFFAIRS AND HUMAN RESOURCES  
DECEMBER 8, 2011**

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**BOISE STATE UNIVERSITY**

**SUBJECT**

Dona Larsen Park, Upgrade and Expansion of Bronco Stadium Bleachers

**REFERENCE**

April 2007	Board approves East Junior High purchase agreement
June 2007	Board approves East Junior High land swap, joint use agreement and master plan illustration
August 2009	Board approves request for East Junior High demolition
December 2010	Board approves Bronco Stadium Expansion projects
February 2011	Board approves request to proceed with Bronco Stadium Expansion Project Master Plan and Phase I Design
August 2011	Board denies request to proceed with construction of Dona Larsen Park Facilities
September 2011	Board approves construction of Dona Larsen Park Facilities
October 2011	Bronco Stadium Expansion Project Phase I, Information Item

**APPLICABLE STATUTE, RULE OR POLICY**

Idaho State Board of Education Governing Policies & Procedures, Section V.K

**BACKGROUND/DISCUSSION**

As noted in the October 2011 information Board item, the work of the stadium expansion represents an opportunity to upgrade and expand Bronco Stadium bleacher seating. The existing north and south portable bleachers would be relocated to Dona Larsen Park. In their place, upgraded replacement bleachers with up to approximately 3,300 additional seats would be sited in the south and north sections of the stadium. In addition to providing a net gain of 3,300 bleacher seats, this arrangement also makes way for more permanent seating at the north end as envisioned in the stadium master plan.

This bleacher replacement work can most effectively be procured through expanding the current design/build agreement for Dona Larsen Park. This approach will support the coordination of moving the existing bleachers to Dona Larsen Park, with the installation of the new bleachers in time for the 2012 football season. The Idaho Division of Public Works has authorized this approach to procurement.

**IMPACT**

The cost of the new bleachers is estimated at \$3.1M and is based upon an estimate provided by the Dona Larsen Park design-build contractor, McAlvain Construction. The current project budget for Dona Larsen Park is \$6M. To provide the necessary funds for the new and additional Bronco Stadium bleacher seating, the project budget will increase to \$9.1M. The source of funds for the budget increase is outlined below and includes the use of central university

**BUSINESS AFFAIRS AND HUMAN RESOURCES  
DECEMBER 8, 2011**

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reserves as an internal loan to Athletics to be repaid with interest, through the additional ticket sales revenue from the additional 3,300 seats.

Current project funding sources include:

Private Gifts	\$6,000,000
University Central Reserves	<u>\$3,100,000*</u>
Total	<u>\$9,100,000</u>

\*Boise State University will provide the remaining funds needed for this project from central reserves via an internal loan to the Athletic Department to be re-paid with interest at approximately 4.5% in a 3-5 year time period from the new revenue generated from the additional 3,300 stadium seats.

Boise State University (BSU) has performed an analysis to examine the financial viability of investing \$3.1M for 3,300 new bleachers. At 100% occupancy, the investment is recouped in 3.5 years. At 85% occupancy, repayment occurs within 4.5 years.

#### **STAFF COMMENTS AND RECOMMENDATIONS**

This is a project to replace the bleachers at the north and south ends of the BSU stadium.

The final design cost estimate for the Dona Larson Park (DLP) athletics complex approved by the Board in September included the cost of moving 5,200 existing bleacher seats from BSU's football stadium to DLP. After the bleachers were moved to DLP, BSU planned to install new bleachers at the stadium as a separate project. After discussions with the Division of Public Works, however, it was determined the most cost effective approach would be to expand the scope of the DLP project to include purchase and installation of the new bleachers at the stadium.

The Board may desire to know whether BSU's use of central reserves would include any appropriated General Funds or student tuition and fees; and whether use of such reserves for this project could negatively impact cash flow for academic programming.

Staff recommends approval.

#### **ATTACHMENTS**

Attachment 1 - Project Budget	Page 5
Attachment 2 - Capital Project Tracking Sheet	Page 6
Attachment 3 - Financial Pro Forma	Page 7



**BUSINESS AFFAIRS AND HUMAN RESOURCES  
DECEMBER 8, 2011**

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**BOARD ACTION**

I move to approve the request by Boise State University to increase the scope and budget of the Dona Larsen Park project to include the procurement and installation of new Bronco Stadium Bleacher seating at a cost not to exceed \$3.1million for a total revised project cost of \$9.1 million.

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

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Attachment 1

**Architectural & Engineering Services  
Project Budget**

<b>Project Number:</b>	DPW11-205
<b>Project Title:</b>	Dona Larsen Park
<b>Date:</b>	11/7/2011 (Revised)

<b>Category</b>	<b>Budget</b>
Architectural Fees	See Note 1
Commissioning, Testing, Plan Check, Etc.	46,000
Construction Costs	8,331,171
Construction Contingency	100,000
<b>Subtotal</b>	<b>8,477,171</b>

University Costs	214,500
Project Contingency	408,329

<b>Total Project</b>	<b>\$ 9,100,000</b>
----------------------	---------------------

<b>Note 1</b>
Due to design/build delivery method for this project Architectural Fees are within the construction contract costs of \$8,331,171. Design fees are estimated at \$638,000 for this portion of the project.

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

<sup>23</sup> **Note 1:** Due to design/build delivery method planning fees are within the construction contract amount of \$8,331,171, planning/design fees estimated at \$638,000

[illegible]

**Boise State University**  
**Stadium Bleacher Replacement Financial Pro-Forma**

Attachment 3

	# of Seats
Remove	(5,200)
Add	8,500
Net	<u>3,300</u>

	Project Cost			Additional Ticket Revenue	
	# of Seats	Cost/Seat	Total Cost	Price/Seat	Total Revenue
<b>Replacement bleachers</b>					
Replacement bleachers	5,200	\$365	\$ 1,896,471		
Additional bleachers	3,300	\$365	\$ 1,203,529	\$252	1,4 \$ 832,500
Total project	<u>8,500</u>		<u>\$ 3,100,000</u>		

	2012 Season FY 2013	2013 Season FY 2014	2014 Season FY 2015	2015 Season FY 2016
<b>Debt Service</b>				
2 New Seat Revenue	\$ 707,625	\$ 743,006	\$ 780,156	\$ 819,164
3 Internal loan payment	\$ 706,154	\$ 706,154	\$ 706,154	\$ 706,154
	<u>\$ 1,471</u>	<u>\$ 36,852</u>	<u>\$ 74,002</u>	<u>\$ 113,010</u>

**Assumptions:**

- 1 Projected season ticket price based on upgraded bleachers, approximately 15% above current year pricing.  
Based on 6 home game schedule, 7 home game schedule is anticipated for some years which would increase revenues available for repayment.
- 2 New seat revenue based on selling 85% of new seating. Also includes an incremental ticket increase of 5% per year.
- 3 Internal loan at 4.5% for 5 years
- 4 Additional revenue does not include concessions, parking or other ancillary fees

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**BUSINESS AFFAIRS AND HUMAN RESOURCES  
DECEMBER 8, 2011**

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**BOISE STATE UNIVERSITY**

**SUBJECT**

Enterprise System Roadmap Systems Human Capital Management and Finance  
Services Agreements

**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
October 2011	Board approves request to enter agreement with CIBER Consulting for Enterprise System Roadmap Campus Solutions Services

**APPLICABLE STATUTE, RULE, OR POLICY**

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

**BACKGROUND/DISCUSSION**

Boise State University utilizes the Oracle/Peoplesoft ERP suite of modules for student, human resource/payroll and financial systems. Once implemented, these large systems are periodically upgraded to leverage new functionality and technology.

The systems have been upgraded as follows since the original 1998 implementation of versions 6.0:

Year	System	Sample Key Improvements
2001	Finance 7.5	Chart of accounts for GASB 34, query and reporting tools
2004	HR/Student 8.0	Migration from client server to web based technology
2005	Finance 8.8	Migration from client server to web based technology
2008	HR/Student 9.0	Self-service for benefits, time and labor and student

The University has planned for the next series of upgrades as part of normal operating maintenance.

Boise State University has developed a roadmap to transition to a more sustainable and maintainable system state, and more importantly to:

## **BUSINESS AFFAIRS AND HUMAN RESOURCES**

### **DECEMBER 8, 2011**

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- gain more value and effectiveness from our enterprise systems,
- focus on core objectives for the University, and
- adopt best practices for enterprise system operation and development.

Upgrades to the existing finance and HR/Payroll systems are significant mile markers on the roadmap. The University intends to upgrade to versions 9.1. A sample of the high level improvements to be gained include:

- Division of student and HR databases, allowing financial aid regulatory updates for student and IRS payroll updates for HR to be applied when required without forcing the other area through the labor intensive testing and migration process.
- Enhanced transactional workflow capabilities allowing HR and Finance business processes to be automated efficiently.
- Implementation of project costing capability to better serve research and capital projects.

The project is being designed to allow review of all business practices associated with HR and finance, regardless of their level of integration with the ERP systems with intent to adopt best practices and improve the efficiency and accuracy of operations.

It is significant that the HR, finance and student system upgrades will be executed somewhat concurrently. This allows the University to leverage testing of integration points and to ensure that design across the entire suite of products is effectively leveraging functionality.

### **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 Human Capital Management (HCM) and finance system upgrades.

CIBER has been identified as the best value vendor to manage both projects for a cost not to exceed \$1,695,210 for HCM and \$1,714,130 for finance.

Services to be provided include, but are not limited to:

- Project management for HCM and finance upgrades
- Fit/Gap review sessions for the following modules

*HCM:*  
Base Benefits



**BUSINESS AFFAIRS AND HUMAN RESOURCES  
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Benefits Admin  
Compensation  
Payroll (Commitment Accounting)  
Time and Labor  
Talent Acquisition  
ePay  
eProfile

*Finance:*

General Ledger  
Accounts Payable  
Procurement  
Fixed Assets  
Expense (T&E)  
Accounts Receivable  
Billing  
Project Costing

- 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 24 months. CIBER is an industry expert in the enterprise system consulting field and is a certified platinum Oracle/PeopleSoft partner. This certification is attained by meeting the highest levels of consultant certification and training, working with Oracle on new product releases and enhancements and executing successful client projects.

The proposed agreement (Attachment 1) includes terms and conditions as well as a scope of work, contract summary and detailed risk mitigation plan.

CIBER was chosen via independent evaluation for all three upgrade projects. As such, the master agreement presented to the Board in October, 2011 has been revised to include all three projects. CIBER was chosen on the strength of their technical knowledge with respect to the individual projects, however, the University will benefit from economies of scale by using one firm for all three upgrades. Pricing includes a \$500,000 discount for multiple projects. In addition, one project management methodology will be leveraged across each project. Finally, consultants involved have previous experience collaborating with each other on integrated system projects which will add efficiency.

**BUSINESS AFFAIRS AND HUMAN RESOURCES  
DECEMBER 8, 2011**

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**ATTACHMENTS**

Attachment 1 – Proposed Agreement

Page 5

**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 resource planning system expenditures at future Board meetings. This agenda item is the fourth such request for the Board's consideration. This request is for approval for BSU to engage a technical consultant in support of the Enterprise Roadmap project as it relates to HR and finance system upgrades.

Total cost for the Enterprise System Roadmap project is estimated at \$12M over four to five years.

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 for the Human Capital Management system upgrade consulting services in conjunction with the Enterprise System Roadmap project for a total cost not to exceed \$1.72 million.

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

I move to approve the request by Boise State University to approve the agreement with CIBER for the Finance system upgrade consulting services in conjunction with the Enterprise System Roadmap project for a total cost not to exceed \$1.74 million.

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

AMENDED AND RESTATED MASTER CONSULTING SERVICES AGREEMENT FOR  
ENTERPRISE SYSTEMS ROADMAP PROGRAM  
BETWEEN  
BOISE STATE UNIVERSITY AND  
CIBER, INC.

THIS AMENDED AND RESTATED 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, which includes the provision of services for the following projects: (1) Human Capital Management ("Project 1"), (2) Campus Solutions ("Project 2"), and (3) Financials Management System ("Project 3") (collectively, the "Services") and CIBER agrees to provide said Services;

WHEREAS, the parties previously entered into a "Master Consulting Services Agreement," dated October 26, 2011 ("Original Agreement") with respect to Project 2; and

WHEREAS, the parties desire to add additional terms to the Original Agreement by amending and restating the Original Agreement to encompass Projects 1, 2 and 3;

NOW, THEREFORE, in consideration of the foregoing and the mutual agreements contained herein, the Original Agreement is hereby amended and restated to read, and 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. Human Capital Management Statement of Work (Attachment 2);
  - d. Boise State Contract Summary Project 1 HCM (Attachment 3);
  - e. Campus Solutions Statement of Work (Attachment 4);
  - f. Boise State Contract Summary Project 2 Campus Solutions (Attachment 5);
  - g. Financials Management System Statement of Work (Attachment 6);
  - h. Boise State Contract Summary Project 3 FMS (Attachment 7);

- i. Risk Management Plan for Master Services Agreement Projects 1, 2 and 3 with Boise State (Attachment 8).

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 any 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(s). 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(s). Except as otherwise agreed to in the SOW(s), 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(s), 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).

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**

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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

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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

Human Capital Management PeopleSoft Version 9.1

**Statement of Work**

October 26, 2011



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## 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 Human Capital Management 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 Human Resources, Base Benefits, Time & Labor, Payroll, ePay and eProfile. Boise State is seeking expert project management, functional and technical resources to assist in their Human Capital Management (HCM) 9.1 Project. Boise State seeks to leverage delivered functionality 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 HCM 9.1 system. Boise State is expecting to have integration between HCM 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 delivered inbound and outbound integrations with Campus Solutions ("CS") and Financials Management Solutions ("FMS"). This project will also deliver integration with current 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 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.
  - Improved auditing and status tracking for HCM transactions and changes to roles that provide levels of system access.



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- All business processes and customizations are documented and implemented to a uniform standard.
- Establish a solid foundation for supporting research enterprise.
- 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.
  - Establish inbound and outbound integrations with CS and FMS.
  - 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 implementation for both functional and technical aspects of PeopleSoft security. 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 Human Capital Management PeopleSoft Version 9.1 upgrade.

### 2.1 In-Scope

CIBER's scope will consist of project management, and functional and technical consulting to support the Enterprise Systems Roadmap Human Capital Management 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.





## Statement of Work

2. CIBER functional consultants will provide fit/gap review sessions with members of the Boise State University Enterprise Systems Roadmap Human Capital Management 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 9.1. The sessions will also review business processes as it relates to PeopleSoft functionality. Fit/Gap sessions will be handled for the following modules:
  - **Human Resources**
  - **Base Benefit**
  - **Benefit Administration**
  - **Time & Labor**
  - **Payroll (Commitment Accounting)**
  - **Talent Acquisitions**
  - **ePay**
  - **eProfile**
  - **Learning Management (Fit Gap only)**
  - **Performance Management (Fit Gap only)**
  - **Grievance Management (Fit Gap only)**
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. identify third party solutions if required,
  - 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 for HCM go-live
  - i. support go-live activities for FMS go-live as it relates to HCM
  - j. Setup and configuration
4. CIBER will provide technical consulting to:
  - a. analyze, retrofit, remove/modify/add customizations,
  - b. update and test delivered 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 Human Capital Management system. CIBER's DBA and Security Consultant will be responsible for:
  - a. creation of the new database without customizations
    - i. Lead Initial Pass
    - ii. Lead First Test Move to Production
    - iii. Assist with additional Test Moves to Production



## Statement of Work

- iv. Lead Final Move to Production
- b. Analyzing and designing the Campus Solutions/HCM split. Complete the split when HCM goes live.
- c. 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.
- d. 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 roles 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 Master Services Agreement Projects 1, 2, and 3 with Boise State.

## 3. 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.



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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>• Human Capital Management Security Assessment</li> <li>• Third-Party integration inventory</li> <li>• Detailed Project Plan</li> </ul>
Phase II: Upgrade/Implementation	<ul style="list-style-type: none"> <li>• Design Completed (Configuration completed)</li> <li>• Data Conversion</li> <li>• Development Completed</li> <li>• Recommend changes to security</li> <li>• User Acceptance and Integration Testing Completed</li> <li>• HCM and CS split</li> <li>• Continued Student Refunding Solution with Student Financials until the Financials 9.1 Go-Live.</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, following the completion of user testing, user acceptance and/or user validation, completion of documentation, and knowledge transfer (where applicable) to the designated Boise State University approver. The deliverables or services to be reviewed for acceptance will be presented formally through acceptance/status meetings between Ciber Project Management and the designated Boise State 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.



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- 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 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 (e.g. failed test scripts) 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).

Boise State's Program Management Office will work with CIBER to ensure that Boise State Policies, Procedures and Standards are implemented as part of the project management structure and methodology. This is done to ensure consistency across all Enterprise Roadmap Program projects as



well as ensure the successful transition to Boise State support and resources from CIBER at the close of the engagement.

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 that could be in PeopleSoft, 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 HCM database without customizations in this phase. Initial Pass and Test Moves to Production will be completed. 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



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**Statement of Work**

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system will go-live in a production environment and be turned over to the users for day-to-day operation, including integration to external systems (PeopleSoft and Third-Party)

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**4.3 Technical Environment**

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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.

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**4.4 Work Location**

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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.

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**4.5 Work Schedule**

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The schedule and price defined herein are based upon a 40-hour work week for core project team members, including Boise State 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. Project Plan will represent the actual calendar and work schedule.

The Standard Project Work Week (work week) for consultants working at the Boise State 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.

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**5. CIBER Roles**

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**5.1 CIBER Roles**

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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>



## Statement of Work

Role	Role Description
DBA/PS Admin	<p>CIBER's DBA is responsible for performing all technical DBA/PS Admin tasks that are within CIBER's scope. Responsibilities consist of:</p> <ul style="list-style-type: none"> <li>• Creation of Vanilla Human Capital Management split database.</li> <li>• Creation of copy of current production Human Capital Management 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> </ul>
Security Consultant	<p>CIBER's Security Consultant is responsible for performing all Security tasks that are within CIBER's scope. Responsibilities consist of:</p> <ul style="list-style-type: none"> <li>• Security Assessment</li> <li>• Documentation of Recommendations</li> <li>• Templates for longer term definition of Security</li> <li>• Recommended Methodology</li> </ul>





## 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>• Lead/Facilitate Fit-Gap Sessions (would encompass the gathering of process requirements and review)</li> <li>• Maintains daily contact with Boise State personnel.</li> <li>• Provides expertise and guidance in new or changed functionality in PeopleSoft version 9.1.</li> <li>• Recommend resolution to gaps, whenever possible, and in retrofitting existing Boise State business processes and requirements into the new release.</li> <li>• Document future state business processes as it relates to PeopleSoft</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>



Statement of Work

Role	Role Description
Technical Lead:	<p>CIBER's Technical Lead 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

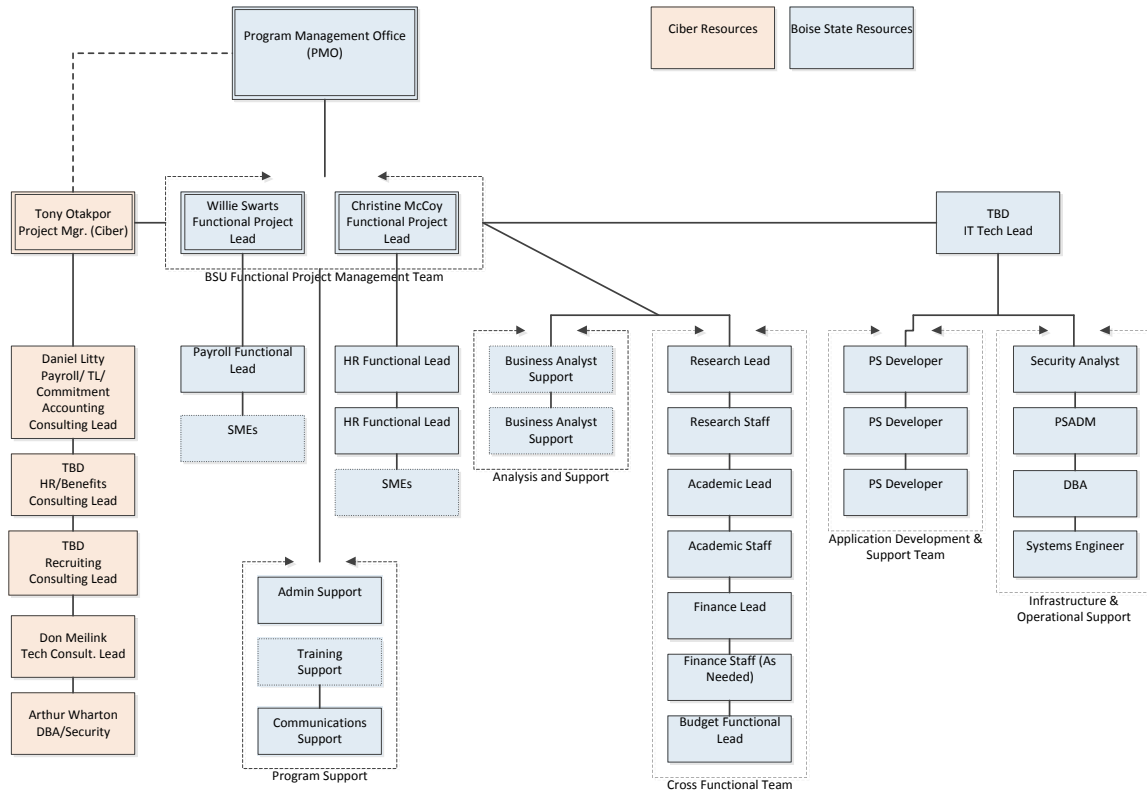
If, during the execution of this engagement, roles and responsibilities defined herein cannot be fulfilled by Boise State University, CIBER will negotiate budget, schedule, or scope changes to address the deficiency in accordance with the Change Management process defined herein.

### 6.1 Project Organization

The Organization Chart below depicts the key project roles and the anticipated communication channels for the project.

Figure 1: Project Organizational Chart

Project Organization for  
HCM 9.1 Project



## 6.2 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	3.0	Boise State will provide one dedicated functional lead for each functional area involved in the project.
Subject Matter Experts (SME)	Varies (Maximum .25 FTE per individual)	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



Statement of Work

Role/Area	Maximum FTE	Requirements
		development efforts. With guidance from CIBER, mentors technical resources concerning methods, procedures, and 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. This resource can be shared across projects as long as assistance is assigned while projects overlap.
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 when needed. This resource can be shared across projects.

### 6.3 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
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## 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 Human Capital Management	Boise State University will ensure that it stays current with all applicable licenses, including the following: Human Resources, Base Benefit, Benefit Administration, Payroll, ePay, Talent Acquisition, eProfile and Time & Labor.
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.



## Statement of Work

Area	Project Responsibilities
Other Enterprise Systems	Boise State University currently has a number of 3rd party applications for various systems around campus such as Tracker I9, Background check services; Budget office dB; state agencies dBs; regulatory reporting (i.e. vets100), benefits vendors, etc. 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 PHASE I
Project Charter Review and Editing	Review and edit Project Charter drafts	CBR	BSU	Draft all Project Charter materials(strategi es, controls, standards and procedures for managing the Project)and incorporate BSU edits from up to two edit cycles.	Review and provide edit and feedback for Project Charter drafts.	Project Charter PHASE I





## Statement of Work

Activity	Brief Description	A	C	CIBER Responsibility	BSU Responsibility	Deliverable
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  PHASE I
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 areas of the University.	Schedule BSU staff and facilities for Fit/Gap sessions. Communicate session schedule to stakeholders.	Fit/Gap Schedule  PHASE I
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  PHASE I
Validate Fit/Gap Report	Secure validation of Fit/Gap report from BSU community .	BSU	CBR	Update Fit/Gap report based on feedback from Campus.	Conduct meetings or other validation activities to inform and gain agreement from the BSU regarding the	Validated Fit/Gap Document  PHASE I



## Statement of Work

Activity	Brief Description	A	C	CIBER Responsibility	BSU Responsibility	Deliverable
					Fit/Gap recommendations.	
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 and document configuration of tables under instruction from CIBER.	Configured Base System PHASE I
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 PHASE I
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) PHASE I



## Statement of Work

Activity	Brief Description	A	C	CIBER Responsibility	BSU Responsibility	Deliverable
Project Planning	Develop the final baseline detailed Project Workplan	CBR	BSU	Update and create the detailed Project Workplan, and work with BSU to finalize.	Review and provide input into tasks, resources, durations and sequencing of activities.	Detailed Project Workplan  PHASE I
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  PHASE I
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  PHASE I
Initial Pass	Creation of Initial Pass Database	CBR	BSU	Lead Initial Pass	Assist with Initial Pass	Initial Pass Database created  PHASE II
First Test Move to Production	First TMTP	CBR	BSU	Lead First TMTP	Assist with First TMTP	First TMTP Database Create  PHASE II
Additional Test Moves to Production	Additional TMTP	BSU	CBR	Assist with Additional TMTP	Lead Additional TMTP	Additional TMTP Database



## Statement of Work

Activity	Brief Description	A	C	CIBER Responsibility	BSU Responsibility	Deliverable
						Create  PHASE II
Final Move to Production	Final MTP	CBR	BSU	Lead Final MTP	Assist with Final MTP	Creation of upgraded Production database  PHASE III
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  PHASE I
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  PHASE II
Develop Functional/Technical 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  PHASE II



## Statement of Work

Activity	Brief Description	A	C	CIBER Responsibility	BSU Responsibility	Deliverable
Develop Interfaces assigned to CBR	Develop and test Interfaces	CBR	BSU	Develop all assigned Interfaces. Work with any 3rd party software providers as needed.	Conduct code review. Review and validate technical solution Documentation.  Work with any 3rd party software providers as needed.  Provide support, comments and testing support	Technical Solution for Interfaces  PHASE II
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  PHASE II
Testing for Interfaces	Testing for Interfaces	BSU CBR	CBR BSU	Assist, Participate, and Support Testing	Conduct Testing of all Interfaces	Technical Solution for Interfaces  PHASE II & III
Security Strategy	Define high-level security strategy	CBR	BSU	Conduct security overview process.	Participate in interviews and provide information on current security	Security Strategy  PHASE I



## Statement of Work

Activity	Brief Description	A	C	CIBER Responsibility	BSU Responsibility	Deliverable
					policies and practices.	
Security Templates	Provide security template	CBR	BSU	Provide template and training on how to complete it	Understand security template and complete it	Security Templates PHASE I
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 PHASE I
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 PHASE II
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 PHASE II
Define Testing Strategy	Define Testing Strategy	CBR	BSU	Provide a testing strategy template based on CIBER experience with	Review and contribute to Testing	Project Charter: Testing



## Statement of Work

Activity	Brief Description	A	C	CIBER Responsibility	BSU Responsibility	Deliverable
				other clients.	Strategy.	Strategy PHASE I
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 PHASE I & II
Define Test Cases	Define Test Cases	CBR	BSU	Identify all test cases	Review and validate CIBER identified test cases.	Identified Test Cases PHASE II
Develop Test Cases	Develop Test Cases	BSU	CBR	Provide a template and review test cases and provide feedback.	Develop actual test cases.	Test Cases PHASE II
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 PHASE II
Acceptance	Confirm test completion and results	BSU		None	Approval and signature on Acceptance Form	Acceptance Document PHASE III
Review Batch Process Schedule	Review Batch Process	CBR	BSU	Confirm Batch Process Schedule for all processes	Review and take ownership of schedule at	Batch Process



## Statement of Work

Activity	Brief Description	A	C	CIBER Responsibility	BSU Responsibility	Deliverable
	Schedule			scheduled at deployment.	deployment.	Schedule PHASE III
Load Testing	Load Testing	BSU	CBR	Assist with Load Testing	Perform Load testing using OpenLoad	Load Testing completed PHASE III
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 PHASE III
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 PHASE III
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 PHASE III
Execute Cutover	Execute Cutover	BSU	CBR	Support cutover	BSU will execute the cutover with support from CIBER.	Cutover PHASE III
Post implementation Support	Provide 2 weeks of post-implementation	CBR	BSU	Post-implementation on-site support	Manage issue resolution Resolve BSU-	PHASE III





## Statement of Work

Activity	Brief Description	A	C	CIBER Responsibility	BSU Responsibility	Deliverable
	on support				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 PHASE I
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 PHASE I
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 PHASE II & III
Conduct End-User Training	Conduct End-User Training	CBR BSU	CBR BSU	Conduct initial training sessions, provide feedback, and provide templates for assessing success of training.	Schedule classes and attendees. Assist in delivering and assess training as much as possible. Learn how to independently conduct training.	Trained End Users PHASE III



## 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:

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 **February 13, 2012**. 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	Completion
1	Discovery - Project Charter Complete	Month 1
2	Fit/Gap Documentation Complete	Month 2
3	Configuration Documented	Month 3
4	Customization Review Complete	Month 4
5	Initial Pass Complete/ Retrofit Customizations/ Business Process Developed	Month 5
6	Test Move 1 Complete/ Retrofit Customizations/ Business Process Developed	Month 6
7	Test Move 2 Complete/ Retrofit Customizations/ Business Process Developed	Month 7
8	Test Move 3 Complete/ Retrofit Customizations/ Business Process Developed	Month 8
9	Retrofit Customization Complete	Month 9
10	Integration Testing Complete	Month 10
11	Performance Testing Complete	Month 11
12	Go-live	Month 12
13	Production Support	Month 13



## 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.

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: \$1,695,210

T&M Price Project total: \$1,541,100

### Payment Schedule

Payments (monthly payments to be billed at end of the month)

	Amount	Estimated
Initial Payment	96,869.00	Month 1
Monthly Progress Payment	96,869.00	Month 1
Monthly Progress Payment	96,869.00	Month 2
Project Charter Complete	37,691.00	Month 2
Monthly Progress Payment	96,869.00	Month 3
Monthly Progress Payment	96,869.00	Month 4
Fit/Gap Documentation Complete	37,691.00	Month 4
Monthly Progress Payment	96,869.00	Month 5
Configuration Documented	37,691.00	Month 5
Monthly Progress Payment	96,869.00	Month 6
Initial Pass Completed	37,691.00	Month 6
Monthly Progress Payment	96,869.00	Month 7
Test Move 1 Completed	37,691.00	Month 7



Statement of Work

Monthly Progress Payment	96,869.00	Month 8
Monthly Progress Payment	96,869.00	Month 9
Integration Testing Complete	37,691.00	Month 10
Monthly Progress Payment	96,869.00	Month 10
User Acceptance Testing Completed	37,691.00	Month 11
Monthly Progress Payment	96,869.00	Month 11
Project Acceptance	37,691.00	Month 12
Monthly Progress Payment	96,869.00	Month 12
Monthly Progress Payment	96,869.00	Month 13
Production Support	37,516.00	Month 13

## 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.

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 University Contract Summary Project 1 HCM, 10/26/11

<b>Cost Summary</b>	
<b>Scope Statement</b>	<p>Project total \$1,695,210 – Based on our current scope and timeline as defined in the Statement of Work dated 10/26/2011. If additional effort is required due to scope or other changes the process outlined in Risk Plan will be followed.</p> <p>CIBER's scope will include project management, and functional and technical consulting to support the Enterprise Systems Roadmap Human Capital Management project. This will include the following specific activities:</p> <ol style="list-style-type: none"> <li>1. CIBER will provide project management consulting and will provide this management on-site throughout the CIBER engagement.</li> <li>2. CIBER functional consultants will provide fit/gap review sessions with members of the Boise State University Enterprise Systems Roadmap Human Capital Management 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 9.1. Fit/Gap sessions will be handled for the following modules: <ul style="list-style-type: none"> <li>➤ <b>Human Resources</b></li> <li>➤ <b>Base Benefit</b></li> <li>➤ <b>Benefit Administration</b></li> <li>➤ <b>Time &amp; Labor</b></li> <li>➤ <b>Payroll (Commitment Accounting)</b></li> <li>➤ <b>Talent Acquisitions</b></li> <li>➤ <b>ePay</b></li> <li>➤ <b>eProfile</b></li> <li>➤ <b>Learning Management (Fit Gap only)</b></li> <li>➤ <b>Performance Management (Fit Gap only)</b></li> <li>➤ <b>Grievance Management (Fit Gap only)</b></li> </ul> </li> </ol>

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.
4. CIBER will provide technical consulting to analyze, retrofit or remove customizations and to work on interface and integration points.
5. CIBER will provide Database Administration and PeopleSoft Admin.
6. CIBER plans to assign the following resources to this project:

Role	Name
Project Manager	Tony Otakpor
Project Administrator	TBD
Human Resources, Benefit Administration	TBD
Payroll, Time & labor, Commitment Accounting	Daniel Litty
Talent Acquisition	TBD
DBA/Security Lead	Arthur Wharton
HCM Tech	Don Meilink

- 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



	<ul style="list-style-type: none"> <li>• Successful integration of HCM and CS/FMS environments, message failure rate between HCM and CS/FMS is less than 0.01%</li> <li>• Successful upgrade to HCM 9.1 environment with delivered functionality supporting processes identified in business process and customization review in Phase 1 of the project implementation</li> <li>• End user training completed on all new or retrofitted processes</li> <li>• Successfully reach all milestones listed in the Milestone Schedule, below, within the timelines established in the documented and approved project plan</li> <li>• Knowledge transfer to Boise State on the PeopleSoft 9.1 new functionalities</li> <li>• Complete Business process review for all modules</li> <li>• 90% Customer Satisfaction as measured by PIPS survey instrument</li> </ul>		
<b>Risk &amp; Mitigations</b>	<b>See attached Risk Mitigation Plan</b>		
	<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 Service 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>		
<b>Milestone Schedule</b>	<b>Taken from Statement of Work</b>		
	<b>Number</b>	<b>Milestone</b>	<b>Completion</b>
	1	Discovery - Project Charter Complete	Month 1

	2	Fit/Gap Documentation Complete	Month 2
	3	Configuration Documented	Month 3
	4	Customization Review Complete	Month 4
	5	Initial Pass Complete/ Retrofit Customizations/ Business Process Developed	Month 5
	6	Test Move 1 Complete/ Retrofit Customizations/ Business Process Developed	Month 6
	7	Test Move 2 Complete/ Retrofit Customizations/ Business Process Developed	Month 7
	8	Test Move 3 Complete/ Retrofit Customizations/ Business Process Developed	Month 8
	9	Retrofit Customization Complete	Month 9
	10	Integration Testing Complete	Month 10
	11	Performance Testing Complete	Month 11
	12	Go-live	Month 12
	13	Production Support	Month 13
<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> </ul>			

	<ul style="list-style-type: none"><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>	<b>See Master Agreement and Statement of Work</b>

Attachment 4



Practical **Innovation.**



Boise State University

Campus Solutions PeopleSoft Version 9.0

**Statement of Work**

September 15, 2011



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## 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

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- 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

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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

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## 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.



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**Statement of Work**

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- 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

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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

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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



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**Statement of Work**

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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

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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

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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.



## Statement of Work

### 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.

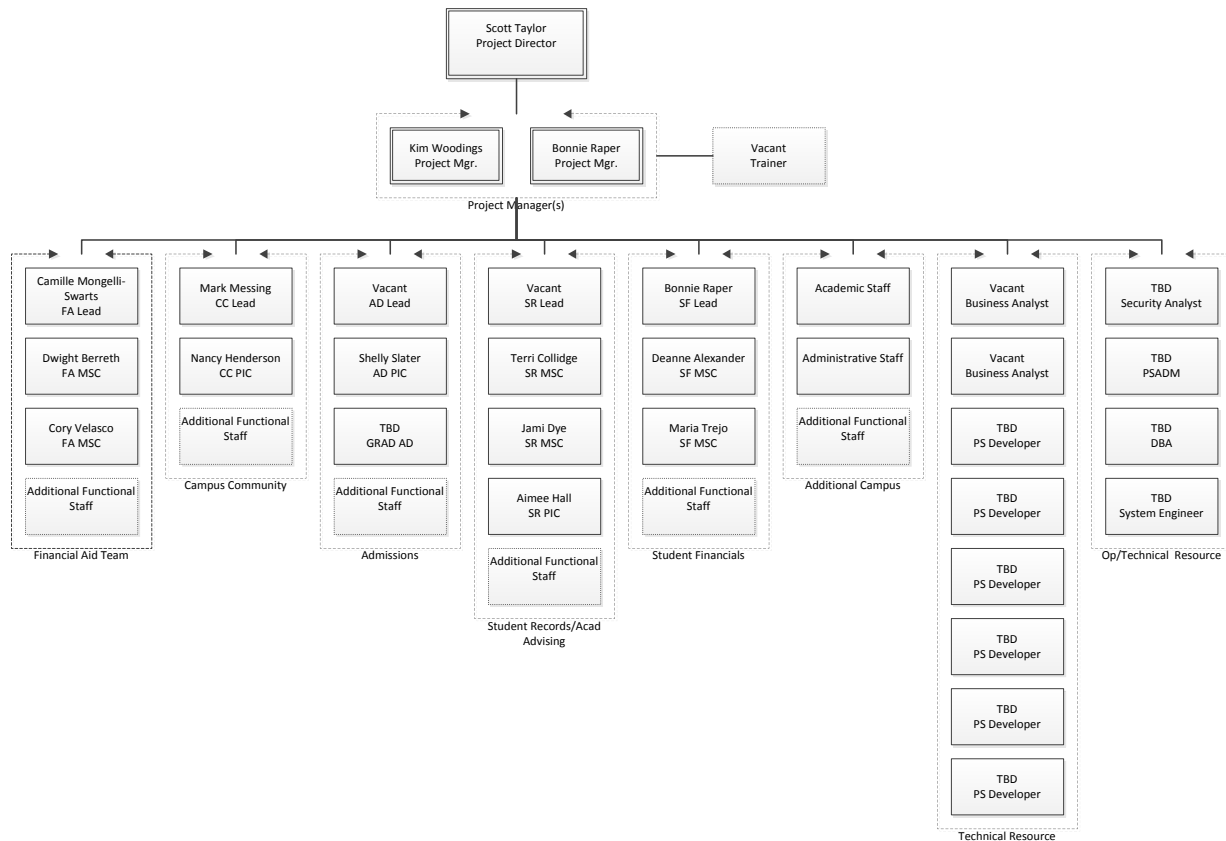
The Standard Project Work Week (work week) for consultants working at the BSU facility is Monday through Thursday, with four days onsite. The work-week is defined as 4-4-5— 4 nights and 4 days at Boise State facility and a 5th day at a remote work location as necessary to complete the work week. Work-site 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**



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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  
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**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

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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 5

## 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>

	<p>6. CIBER plans to assign the following resources to this project:</p> <table border="1" data-bbox="283 147 1024 509"> <thead> <tr> <th>Role</th><th>Name</th></tr> </thead> <tbody> <tr> <td>Project Manager</td><td>Tony Otakpor</td></tr> <tr> <td>Admissions</td><td>Roselyn Fletcher</td></tr> <tr> <td>Student Records/AA</td><td>Genelle Charette</td></tr> <tr> <td>Student Financials</td><td>Sheena Porter</td></tr> <tr> <td>Financial Aid</td><td>John Tinney</td></tr> <tr> <td>DBA/Security Lead</td><td>Arthur Wharton</td></tr> <tr> <td>CS Tech</td><td>David Eggleston</td></tr> </tbody> </table> <ul style="list-style-type: none"> <li>Any changes to project resources must be approved in advance by Boise State.</li> <li>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.</li> </ul>	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
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																
<b>Dominant Measurements</b>																	
	<ul style="list-style-type: none"> <li>Significant Reduction in Customizations, percentage to be mutually determined during planning phase</li> <li>All business processes and associated customizations documented to a mutually agreed uniform standard</li> <li>Complete Business process review, fit/gap, and documentation for all modules</li> <li>Successful separation of HCM and CS environments</li> <li>Successful integration of HCM and CS environments. Message failure rate between HCM and CS is less than 0.01%.</li> <li>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.</li> <li>End user training completed on all new or retrofitted processes</li> <li>Implementation of a refunding solution</li> <li>Successfully reach all milestones listed in the Milestone Schedule, below, within the timelines established in the documented and approved project plan.</li> <li>Knowledge transfer to Boise State on the PeopleSoft 9.0 new functionalities</li> <li>Complete Business process review for all modules</li> <li>90% Customer Satisfaction as measured by PIPS survey instrument</li> </ul>																
<b>Risk &amp; Mitigations</b>	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 6



Practical **Innovation.**



Boise State University

Financials Management System PeopleSoft Version 9.1

**Statement of Work**

October 26, 2011



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## 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 Financial Management System 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 General Ledger, Purchasing, Accounts Payable, Expenses and Asset Management. Boise State is seeking expert project management, functional and technical resources to assist in their Financial Management System (FMS) 9.1 Project. Boise State seeks to leverage delivered functionality, consisting of Row level security, a more robust AWE for work Flow and 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 FMS 9.1 system. Boise State is expecting to have integration between FMS modules reviewed and refined as needed. CIBER will be responsible for establishing delivered inbound and outbound integrations with Human Capital Management ("HCM") and Campus Solutions ("CS"). This project will also deliver integration with current 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 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.
  - Improved usability, ease of access, better performance, improved support, more services, and providing accurate and complete data.
  - All business processes and customizations are documented and implemented to a uniform standard.
  - Establish a solid foundation for supporting research enterprise.

- 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.
  - New refunding solution implemented.
  - Establish inbound and outbound integrations with HCM and CS.
  - 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 and implementation for both functional and technical aspects of PeopleSoft security. 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 Financial Management System PeopleSoft Version 9.1 upgrade.

### 2.1 In-Scope

CIBER's scope will consist of project management, and functional and technical consulting to support the Enterprise Systems Roadmap Financial Management System 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 Financial Management System 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



## Statement of Work

usage between what Boise State is currently using and what is actually delivered in Oracle/PeopleSoft 9.1. The sessions will also review business processes as it relates to PeopleSoft functionality. Fit/Gap sessions will be handled for the following modules:

- **General Ledger** (Chart of Account revision, Commitment Control, Workflow)
  - **Expenses**
  - **Requisition/Purchasing**
  - **Accounts Payable**
  - **Asset Management**
  - **Project Costing**
  - **Accounts Receivable/Billing**
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. identify third party solutions if required,
    - 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.
    - i. setup and configuration
  4. CIBER will provide technical consulting to:
    - a. analyze, retrofit, remove/modify/add customizations,
    - b. update and test delivered 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.
    - c. configure and test Refunding through AP
  5. CIBER will provide Database Administration (DBA) and Security consulting. CIBER's security consultant will be responsible for a security assessment of the Financial Management System. CIBER's DBA and Security Consultant will be responsible for:
    - a. creation of the new database without customizations
      - i. Lead Initial Pass
      - ii. Lead First Test Move to Production
      - iii. Assist with additional Test Moves to Production
      - iv. Lead Final Move to Production
    - b. 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.
    - c. Documented recommended changes to security.

## 2.2 Out-of-Scope





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Work that is not specifically listed above as In-Scope or in CIBER's deliverables and roles 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 Master Services Agreement Projects 1, 2, and 3 with Boise State.

## 3. 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.

**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>• Financial Management System Security Assessment</li> <li>• Third-Party Integration Inventory</li> <li>• Detailed Project Plan</li> </ul>
Phase II: Upgrade/Implementation	<ul style="list-style-type: none"> <li>• Design Completed (Configuration Completed)</li> <li>• Data Conversion</li> <li>• Development Completed</li> <li>• Recommend changes to security</li> <li>• Student Financials Refunding Solution</li> <li>• User Acceptance and Integration Testing Completed</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>



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### 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, following the completion of user testing, user acceptance and/or user validation, completion of documentation, and knowledge transfer (where applicable) to the designated Boise State University approver. The deliverables or services to be reviewed for acceptance will be presented formally through acceptance/status meetings between Ciber Project Management and the designated Boise State 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 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 (e.g. failed test script) 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).

Boise State's Program Management Office will work with CIBER to ensure that Boise State Policies, Procedures and Standards are implemented as part of the project management structure and methodology. This is done to ensure consistency across all Enterprise Roadmap Program projects as well as ensure the successful transition to Boise State support and resources from CIBER at the close of the engagement.

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 that could be in PeopleSoft, 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.

#### 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 FMS database without customizations in this phase. Initial Pass and Test



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Moves to Production will be completed. 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, including integration to external systems (PeopleSoft and Third-Party) 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.

### 4.3 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.

### 4.4 Work Schedule

The schedule and price defined herein are based upon a 40-hour work week for core project team members, including Boise State 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. . Project Plan will represent the actual calendar and work schedule.

The Standard Project Work Week (work week) for consultants working at the Boise State 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 CIBER Roles

The following roles will be provided by CIBER to execute the scope of work defined in this SOW.

**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>



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Role	Role Description
DBA /PS Admin	<p>CIBER's DBA 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 FMS database.</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> </ul>
Security Consultant	<p>CIBER's Security Consultant is responsible for performing all Security tasks that are within CIBER's scope. Responsibilities consist of:</p> <ul style="list-style-type: none"> <li>• Security Assessment</li> <li>• Documentation of Recommendations</li> <li>• Templates for longer term definition of Security</li> <li>• Recommended Methodology</li> </ul>



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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>• Lead/Facilitate Fit-Gap Sessions (would encompass the gathering of process requirements and review)</li> <li>• Maintains daily contact with Boise State personnel.</li> <li>• Provides expertise and guidance in new or changed functionality in PeopleSoft version 9.1.</li> <li>• Recommend resolution to gaps, whenever possible, and in retrofitting existing Boise State business processes and requirements into the new release.</li> <li>• Document future state business processes as it relates to PeopleSoft</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>



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Role	Role Description
Technical Lead:	<p>CIBER's Technical Lead 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>





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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

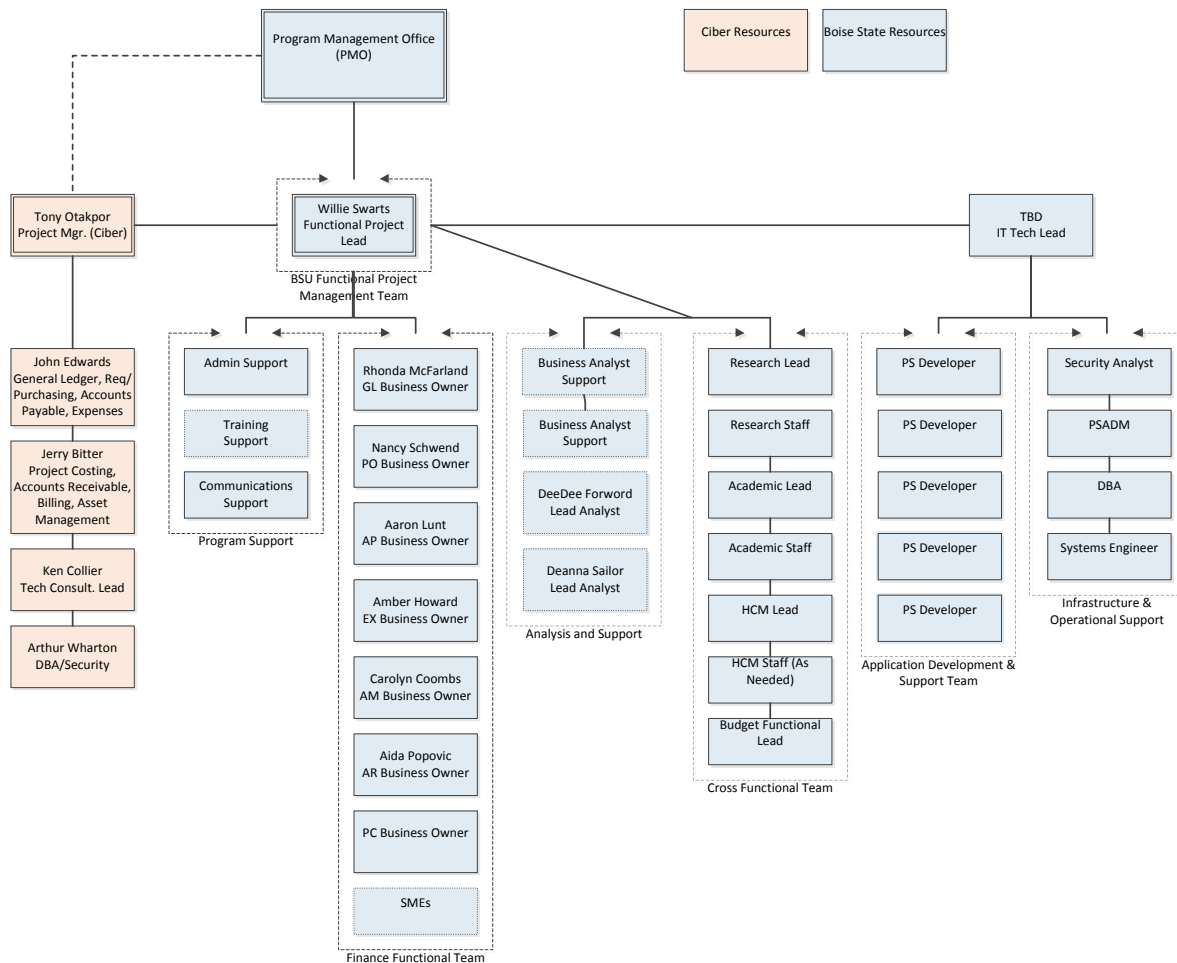
If, during the execution of this engagement, roles and responsibilities defined herein cannot be fulfilled by Boise State University, CIBER will negotiate budget, schedule, or scope changes to address the deficiency in accordance with the Change Management process defined herein.

### 6.1 Project Organization

The Organization Chart below depicts the key project roles and the anticipated communication channels for the project.

Figure 1: Project Organizational Chart

Project Organization for  
Finance 9.1 Project



## 6.2 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.



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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 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	2.0	Boise State will provide one dedicated functional lead for each functional area involved in the project.
Subject Matter Expert (SME)	Varies (Not to exceed .25 FT per Individual.)	Subject Matter Experts (.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.



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Role/Area	Maximum FTE	Requirements
		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 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. This resource can be shared across projects as long as assistance is assigned while projects overlap.
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 when needed. Shared with other projects. . This resource can be shared across projects.

### 6.3 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:

**Statement of Work**
**Table 3: Boise State University Responsibilities**

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 Financial Management System	Boise State University will ensure that it stays current with all applicable licenses, including the following: General Ledger, Expenses, Purchasing, Accounts Payable, Project Costing, Accounts Receivable & Billing and Asset Management.



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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 that must interface with our Finance system such as CG4 Asset Inventory tracking, State Controller interface, etc. 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  PHASE I
Project Charter Review and Editing	Review and edit Project Charter drafts	CBR	BSU	Draft all Project Charter materials(strategi es, controls, standards and procedures for managing the Project)and incorporate BSU edits from up to	Review and provide edit and feedback for Project Charter drafts.	Project Charter  PHASE I



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Activity	Brief Description	A	C	CIBER Responsibility	BSU Responsibility	Deliverable
				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  PHASE I
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 areas of the University.	Schedule BSU staff and facilities for Fit/Gap sessions. Communicate session schedule to stakeholders.	Fit/Gap Schedule  PHASE I
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  PHASE I
Validate Fit/Gap Report	Secure validation of Fit/Gap report from BSU	BSU	CBR	Update Fit/Gap report based on feedback from BSU Campus.	Conduct meetings or other validation activities to inform and gain agreement from	Validated Fit/Gap Document  PHASE I



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Activity	Brief Description	A	C	CIBER Responsibility	BSU Responsibility	Deliverable
	community				the BSU regarding the Fit/Gap recommendations.	
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 and document configuration of tables under instruction from CIBER.	Configured Base System  PHASE I
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  PHASE I
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	Approved Scope (in Fit/Gap document)  PHASE I





## Statement of Work

Activity	Brief Description	A	C	CIBER Responsibility	BSU Responsibility	Deliverable
					community	
Project Planning	Develop the final baseline detailed Project Workplan	CBR	BSU	Update and create the detailed Project Workplan, and work with BSU to finalize.	Review and provide input into tasks, resources, durations and sequencing of activities.	Detailed Project Workplan PHASE I
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 PHASE I
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 PHASE I
Initial Pass	Creation of Initial Pass Database	CBR	BSU	Lead Initial Pass	Assist with Initial Pass	Initial Pass Database created PHASE II
First Test Move to Production	First TMTP	CBR	BSU	Lead First TMTP	Assist with First TMTP	First TMTP Database Create PHASE II
Additional Test Moves to	Additional	BSU	CBR	Assist with	Lead Additional	Additional TMTP



## Statement of Work

Activity	Brief Description	A	C	CIBER Responsibility	BSU Responsibility	Deliverable
Production	TMTF			Additional TMTF	TMTF	Database Create  PHASE II
Final Move to Production	Final MTP	CBR	BSU	Lead Final MTP	Assist with Final MTP	Creation of upgraded Production database  PHASE III
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  PHASE I
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  PHASE II
Develop Functional/Technical 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	Complete all Specifications for BSU-assigned Interfaces using CIBER template.	Interface Functional/ Technical Specifications  PHASE II



## Statement of Work

Activity	Brief Description	A	C	CIBER Responsibility	BSU Responsibility	Deliverable
				Specifications.		
Develop Interfaces assigned to CBR	Develop and test Interfaces	CBR	BSU	Develop all assigned Interfaces. Work with any 3rd party software providers as needed.	Conduct code review. Review and validate technical solution Documentation.  Work with any 3rd party software providers as needed.  Provide support, comments and testing support	Technical Solution for Interfaces  PHASE II
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  PHASE II
Testing for Interfaces	Testing for Interfaces	BSU CBR	CBR BSU	Assist, Participate, and Support Testing	Conduct Testing of all Interfaces	Technical Solution for Interfaces  PHASE II & III
Security Strategy	Define high-level security	CBR	BSU	Conduct security overview process.	Participate in interviews and provide	Security Strategy



## Statement of Work

Activity	Brief Description	A	C	CIBER Responsibility	BSU Responsibility	Deliverable
	strategy				information on current security policies and practices.	PHASE I
Security Templates	Provide security template	CBR	BSU	Provide template and training on how to complete it	Understand security template and complete it	Security Templates PHASE I
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 PHASE I
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 PHASE II
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 PHASE II
Define Testing	Define Testing	CBR	BSU	Provide a testing strategy template	Review and contribute to	Project Charter:



## Statement of Work

Activity	Brief Description	A	C	CIBER Responsibility	BSU Responsibility	Deliverable
Strategy	Strategy			based on CIBER experience with other clients.	Testing Strategy.	Testing Strategy PHASE I
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 PHASE I & II
Define Test Cases	Define Test Cases	CBR	BSU	Identify all test cases	Review and validate CIBER identified test cases.	Identified Test Cases PHASE II
Develop Test Cases	Develop Test Cases	BSU	CBR	Provide a template and review test cases and provide feedback.	Develop actual test cases.	Test Cases PHASE II
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 PHASE II
Acceptance	Confirm test completion and results	BSU		None	Approval and signature on Acceptance Form	Acceptance Document PHASE III
Review Batch	Review Batch Process	CBR	BSU	Confirm Batch Process Schedule	Review and take ownership of	Batch Process



## Statement of Work

Activity	Brief Description	A	C	CIBER Responsibility	BSU Responsibility	Deliverable
Process Schedule	Schedule			for all processes scheduled at deployment.	schedule at deployment.	Schedule PHASE III
Load Testing	Load Testing	BSU	CBR	Assist with Load Testing	Perform Load testing using OpenLoad	Load Testing completed PHASE III
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 PHASE III
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 PHASE III
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 PHASE III
Execute Cutover	Execute Cutover	BSU	CBR	Support cutover	BSU will execute the cutover with support from CIBER.	Cutover PHASE III
Post implementation Support	Provide 2 weeks of post-	CBR	BSU	Post-implementation on-site support	Manage issue resolution Resolve BSU-	PHASE III



## Statement of Work

Activity	Brief Description	A	C	CIBER Responsibility	BSU Responsibility	Deliverable
	implementation support				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 PHASE I
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 PHASE I
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 PHASE II & III
Conduct End-User Training	Conduct End-User Training	CBR BSU	CBR BSU	Conduct initial training sessions, provide feedback, and provide templates for assessing success of training.	Schedule classes and attendees. Assist in delivering and assess training as much as possible. Learn how to independently conduct training.	Trained End Users PHASE III



## 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:

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 **March 26, 2012**. 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	Completion
1	Discovery - Project Charter Complete	Month 1
2	Fit/Gap Documentation Complete	Month 2
3	Configuration Documented	Month 3
4	Customization Review Complete	Month 4
5	Initial Pass Complete/ Retrofit Customizations/ Business Process Developed	Month 5
6	Test Move 1 complete / Retrofit Customizations/ Business Process Developed	Month 6
7	Test Move 2 complete / Retrofit Customizations/ Business Process Developed	Month 7
8	Test Move 3 complete / Retrofit Customizations/ Business Process Developed	Month 8
9	Retrofit Customizations Complete	Month 9
10	Business Process Documented	Month 10
11	FS 9.1 upgrade complete	Month 11
12	Integration Testing Complete	Month 12
13	Performance Testing Complete	Month 13
14	Project Acceptance	Month 14
15	End User Training	Month 15
16	Go-Live	Month 16



Statement of Work

## 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.

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: \$1,714,130

T&M Price Project total: \$1,558,300

Payment Schedule		
Payments (monthly payments to be billed at end of the month)	Amount	Estimated
Initial Payment	80,665.00	Month 1
Monthly Progress Payment	80,665.00	Month 1
Monthly Progress Payment	80,665.00	Month 2
Project Charter Complete	34,283.00	Month 2
Monthly Progress Payment	80,665.00	Month 3
Monthly Progress Payment	80,665.00	Month 4
Fit/Gap Documentation Complete	34,283.00	Month 4
Monthly Progress Payment	80,665.00	Month 5
Configuration Documented	34,283.00	Month 5
Monthly Progress Payment	80,665.00	Month 6
Initial Pass Completed	34,283.00	Month 6
Monthly Progress Payment	80,665.00	Month 7
Test Move 1 Completed	34,283.00	Month 7
Monthly Progress Payment	80,665.00	Month 8
Monthly Progress Payment	80,665.00	Month 9
FS 9.1 upgrade completed	34,283.00	Month 10
Monthly Progress Payment	80,665.00	Month 10



## Statement of Work

Payment Schedule		
Payments (monthly payments to be billed at end of the month)	Amount	Estimated
Integration Testing Complete	34,283.00	Month 11
Monthly Progress Payment	80,665.00	Month 11
Monthly Progress Payment	80,665.00	Month 12
Monthly Progress Payment	80,665.00	Month 13
User Acceptance Testing Completed	34,283.00	Month 14
Monthly Progress Payment	80,665.00	Month 14
Project Acceptance	34,283.00	Month 15
Monthly Progress Payment	80,665.00	Month 15
Production Support	34,278.00	Month 16
Monthly Progress Payment	80,665.00	Month 16

## 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.

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 7*

## Boise State University Contract Summary Project 3 FMS, 10/26/11

<b>Cost Summary</b>	
	<p>Project total \$1,714,130 – Based on our current scope and timeline as defined in the Statement of Work dated 10/26/2011. If additional effort is required due to scope or other changes the process outlined in Risk Plan will be followed.</p>
<b>Scope Statement</b>	
	<p>CIBER's scope will consist of project management, and functional and technical consulting to support the Enterprise Systems Roadmap Financial Management System project. This will consist of the following specific activities:</p> <ol style="list-style-type: none"> <li>1. CIBER will provide project management consulting and will provide this management on-site throughout the CIBER engagement.</li> <li>2. CIBER functional consultants will provide fit/gap review sessions with members of the Boise State University Enterprise Systems Roadmap Financial Management System 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 9.1. Fit/Gap sessions will be handled for the following modules: <ul style="list-style-type: none"> <li>➤ <b>General Ledger</b> (Chart of Account revision, Commitment Control, Workflow)</li> <li>➤ <b>Expenses</b></li> <li>➤ <b>Requisition/Purchasing</b></li> <li>➤ <b>Accounts Payable</b></li> <li>➤ <b>Asset Management</b></li> <li>➤ <b>Project Costing</b></li> <li>➤ <b>Accounts Receivable/Billing</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</li> </ol>

integration points.

5. CIBER will provide Database Administration and PeopleSoft Admin.

6. CIBER plans to assign the following resources to this project:

Role	Name
Project Manager	Tony Otakpor
Project Administrator	TBD
General Ledger, Req/Purchasing, Accounts Payable Expenses	John Edwards
Project Costing, Accounts Receivable, Billing, Asset Management	Jerry Bitter
DBA/Security Lead	Arthur Wharton
FS Tech On-Site FS Tech Off-Site	Ken Collier

- 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 uniform standard
- Complete Business process review, fit/gap, and documentation for all modules
- Successful integration of HCM and CS/FS environments, message failure rate between CS/FS and HCM is less than 0.01%
- Successful upgrade to FS 9.1 environment with delivered functionality supporting processes identified in business process and customization review in Phase 1 of the project implementation

	<ul style="list-style-type: none"><li>• End user training completed on all new or retrofitted processes</li><li>• Implementation of A/P refunding solution</li><li>• Successfully reach all milestones listed in the Milestone Schedule, below, within the timelines established in the documented and approved project plan.</li><li>• Knowledge transfer to Boise State on the PeopleSoft 9.1 new functionalities</li><li>• Complete Business process review for all modules</li><li>• 90% Customer Satisfaction as measured by PIPS survey instrument</li></ul>												
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 Service 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												
	<table><tr><th>Number</th><th>Milestone</th><th>Completion</th></tr><tr><td>Number</td><td>Milestone</td><td>Completion</td></tr><tr><td>1</td><td>Discovery - Project Charter Complete</td><td>Month 1</td></tr><tr><td>2</td><td>Fit/Gap Documentation Complete</td><td>Month 2</td></tr></table>	Number	Milestone	Completion	Number	Milestone	Completion	1	Discovery - Project Charter Complete	Month 1	2	Fit/Gap Documentation Complete	Month 2
Number	Milestone	Completion											
Number	Milestone	Completion											
1	Discovery - Project Charter Complete	Month 1											
2	Fit/Gap Documentation Complete	Month 2											

	3	Configuration Documented	Month 3
	4	Customization Review Complete	Month 4
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	10	Business Process Documented	Month 10
	11	FS 9.1 upgrade complete	Month 11
	12	Integration Testing Complete	Month 12
	13	Performance Testing Complete	Month 13
	14	Project Acceptance	Month 14
	15	End User Training	Month 15
	16	Go-Live	Month 16
<b>Assumptions</b>			
	Boise State will: <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</li> </ul>		



	<p>necessary to complete the defined project tasks.</p> <ul style="list-style-type: none"><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>	<b>See Master Agreement and Statement of Work</b>

Attachment 8

## Risk Management Plan for Master Services Agreement Projects 1, 2, 3 with Boise State

Risk	Likelihood	Impact	Mitigation Strategy
1.1 Ineffective Project Management from BOISE STATE UNIVERSITY	Low	Low	<p>CIBER and Boise State University 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 BOISE STATE UNIVERSITY Project Manager is ineffective the following steps will occur:</p> <ol style="list-style-type: none"> <li>1 BOISE STATE UNIVERSITY will resolve any CIBER identified issue within 5 days.</li> <li>2 If the identified issues cannot be resolved, BOISE STATE UNIVERSITY will replace the Project Manager within 10 days.</li> <li>3 If BOISE STATE UNIVERSITY is unable to find and allocate a replacement Project Manager, CIBER will provide a project manager/administrator to temporarily or permanently replace the BOISE STATE UNIVERSITY 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 BOISE STATE UNIVERSITY the following steps will occur:</p> <ol style="list-style-type: none"> <li>1 CIBER will recommend alternative remedies.</li> <li>2 BOISE STATE UNIVERSITY will resolve any CIBER identified issue within 5 days.</li> <li>3 If BOISE STATE UNIVERSITY 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</li> </ol>

Risk	Likelihood	Impact	Mitigation Strategy
			completed deliverables.
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 BOISE STATE UNIVERSITY resource requirements including schedule and duration. If BOISE STATE UNIVERSITY 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. BOISE STATE UNIVERSITY will resolve any CIBER identified issue within 5 days.</li> <li>2. If the identified issues cannot be resolved, BOISE STATE UNIVERSITY will replace the resource within 10 days</li> <li>3. If BOISE STATE UNIVERSITY is unable to find and allocate a replacement resource, CIBER will provide a Subject Matter Expert to temporarily or permanently replace the BOISE STATE UNIVERSITY resource for additional charge per the Resource Matrix Rate Schedule below.</li> <li>4. If Boise State University 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 BOISE STATE UNIVERSITY in addressing any identified resistance to change, BOISE STATE UNIVERSITY 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> </ul>

Risk	Likelihood	Impact	Mitigation Strategy
			<ul style="list-style-type: none"> <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 BOISE STATE UNIVERSITY resource is resistance to change, the following steps will occur:</p> <ol style="list-style-type: none"> <li>1. BOISE STATE UNIVERSITY will work with the individual to resolve the issue.</li> <li>2. If efforts to resolve the issue with the individual are unsuccessful, BOISE STATE UNIVERSITY will escalate the issue to the BOISE STATE UNIVERSITY Project Manager for resolution.</li> <li>3. If BOISE STATE UNIVERSITY Project Manager's efforts to resolve the issue are unsuccessful, the BOISE STATE UNIVERSITY Project Manager will escalate the issue to the Steering Committee for resolution.</li> <li>4. If BOISE STATE UNIVERSITY 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>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>
1.5 Lack of commitment and participation to achieve knowledge gain towards self-sufficiency	Medium	Low AND High	The project management team needs to monitor daily/weekly attendance and participation of BOISE STATE UNIVERSITY 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.

Risk	Likelihood	Impact	Mitigation Strategy
			<p>If BOISE STATE UNIVERSITY resource lacks commitment and participation, the following steps will be taken:</p> <ol style="list-style-type: none"> <li>1 BOISE STATE UNIVERSITY will work with individual to resolve the issue.</li> <li>2 BOISE STATE UNIVERSITY will escalate issue to BOISE STATE UNIVERSITY Project Manager for resolution.</li> <li>3 If BOISE STATE UNIVERSITY 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 BOISE STATE UNIVERSITY's IT staff failing to complete database backups and refreshes per the project plan.	Low	High	<p>Project Management team will monitor all BOISE STATE UNIVERSITY IT staff support tasks and take remedial action immediately upon discovery of any lapse, effectiveness, or contention for resources.</p> <p>If BOISE STATE UNIVERSITY 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. BOISE STATE UNIVERSITY will escalate the issue to BOISE STATE UNIVERSITY Project Manager to resolve the issue.</li> <li>2. If BOISE STATE UNIVERSITY 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 BOISE STATE UNIVERSITY 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</li> </ol>

Risk	Likelihood	Impact	Mitigation Strategy
			<p>adjustments.</p> <p>5. Relief of applicable performance obligations will include partial payment of completed deliverables.</p>
<p>1.7 New equipment/software procurement, delivery, and setup delays “new Red Hat environment”</p>	<p>Low</p>	<p>High</p>	<p>BOISE STATE UNIVERSITY 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, BOISE STATE 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.</p> <p>If BOISE STATE UNIVERSITY upgrade to the new infrastructure environment creates any delays to the Project 1,2, or 3 upgrade tasks, the following escalation process will be followed:</p> <ol style="list-style-type: none"> <li>1. CIBER will work with the BOISE STATE UNIVERSITY Project Manager to resolve the issue.</li> <li>2. BOISE STATE UNIVERSITY will empower the Infrastructure Team to resolve the issue.</li> <li>3. If necessary, BOISE STATE UNIVERSITY Project Manager will escalate to Steering Committee for resolution.</li> <li>4. If BOISE STATE UNIVERSITY 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 BOISE STATE UNIVERSITY 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>

Risk	Likelihood	Impact	Mitigation Strategy
1.8 Lapsed hardware or software support contracts	Low	Medium	<p>BOISE STATE UNIVERSITY will maintain current hardware and software support contracts to provide the necessary on-going support required from Oracle during this project.</p> <p>If BOISE STATE UNIVERSITY 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 BOISE STATE UNIVERSITY Project Manager to resolve the issue</li> <li>2. BOISE STATE UNIVERSITY Project Manager will escalate the issue to Steering Committee for resolution</li> <li>3. If BOISE STATE UNIVERSITY 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 or Chart of Account Redesign)	Low	High	<p>If the Academic Structure for project 2 or Chart of Accounts for project 1 or 3 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 BOISE STATE UNIVERSITY project manager.</li> <li>2 BOISE STATE UNIVERSITY can assign additional resources to this conversion task.</li> <li>3 CIBER will provide BOISE STATE UNIVERSITY with a Project Change Request Form.</li> <li>4 If BOISE STATE UNIVERSITY is unable to provide a resource, CIBER will provide a technical consultant for an additional charge per the Resource Matrix Rate</li> </ol>



Risk	Likelihood	Impact	Mitigation Strategy
			Schedule below.
1.10 Data integration on project 1,2 or 3 after the split	Medium	High	<p>After the HCM/CS database split, If additional CIBER integration support is needed by BOISE STATE UNIVERSITY the following will occur:</p> <ol style="list-style-type: none"> <li>1 CIBER will escalate the issue to BOISE STATE UNIVERSITY project manager.</li> <li>2 BOISE STATE UNIVERSITY can assign a resource to this conversion task.</li> <li>3 If BOISE STATE UNIVERSITY 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 BOISE STATE UNIVERSITY 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 BOISE STATE UNIVERSITY 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 BOISE STATE UNIVERSITY Project Manager for a decision.</li> <li>2. BOISE STATE UNIVERSITY Project Manager will escalate to Steering Committee for remedy.</li> <li>3. If BOISE STATE UNIVERSITY 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 project 1, 2 or 3 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 BOISE STATE UNIVERSITY Project Manager of the scope change</li> </ol>

Risk	Likelihood	Impact	Mitigation Strategy
			<p>using the Project Change Request Form.</p> <p>2 BOISE STATE UNIVERSITY can assign a resource to the security setup task.</p> <p>3 If BOISE STATE UNIVERSITY 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.</p>
1.13 Changes to State or Federal requirements	Low	Medium	<p>If there is a Federal or State mandated requirements identified after the Fit/Gap documents are finalized, this will result in an out of scope business requirement. If this occurs:</p> <p>1 BOISE STATE UNIVERSITY can assign a resource to work on the Federal or State requirements.</p> <p>2 CIBER will provide BOISE STATE UNIVERSITY with a Project Change Request Form.</p> <p>3 CIBER will provide Technical/Functional consultant for an additional charge per the Resource Matrix Rate Schedule below.</p>
1.14 Delays to overall project schedule	Medium	Medium	<p>CIBER has proposed a project timeline in the attached SOWs for each project and is confident that its deliverables can be completed within those timelines. . If CIBER has completed its deliverables and BOISE STATE UNIVERSITY elects to delay cutover there is a risk that additional support outside of the initial scope may be required. If BOISE STATE UNIVERSITY chooses to delay cutover BOISE STATE UNIVERSITY will notify CIBER and identify the additional support required. If this occurs:</p> <p>1. BOISE STATE UNIVERSITY can assign internal resources to provide the additional support</p> <p>2. CIBER will provide BOISE STATE UNIVERSITY with a Project Request Form</p> <p>3. CIBER will provide Technical/Functional consultant for additional charge per the Resource Matrix Rate Schedule below.</p>

**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

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**UNIVERSITY OF IDAHO**

**SUBJECT**

Ground lease for Delta Zeta Sorority.

**APPLICABLE STATUTE, RULE, OR POLICY**

Idaho State Board of Education Policies and Procedures, Section V.I.5.b.1.

**BACKGROUND/DISCUSSION**

Delta Zeta has proposed to construct, own and operate a new sorority house on land owned by the Regents. The 0.25 acre parcel is located on Elm Street in what is referred to as "Old Greek Row". The site is immediately west of the Student Union Building and is currently used as a small parking lot for the surrounding residential neighborhood. The University of Idaho's current Long Range Campus Development Plan identifies this site for housing rather than parking.

The attached ground lease will permit Delta Zeta to construct a new house that is at least 10,000 sq feet in size and accommodates at least 40 students. The lease permits Delta Zeta to operate a sorority on Regents' land for 40 years with an option to extend for an additional 40 year term. The lease has been prepared to ensure that the sorority will maintain the condition of their new property improvements for purposes of providing student housing for the initial term and any option term. The Regents are not obligated in the future to acquire the house, although its re-sale or assignment by Delta Zeta for uses other than student housing is prohibited without University consent. The ground lease effectively assigns operational and financial risks to the sorority, and the \$150,000 upfront rent payment and the \$2,500/yr rent for any option term acknowledges the value to the University of providing on-campus housing choices for students, while compensating the University for the immediate loss of the parking improvements for approximately 20 spaces as well as administrative costs associated with providing public property for private use.

**IMPACT**

No new financial costs will be imposed on the university by this lease, beyond lost revenue from the parking lot. Net annual revenue from the parking lot is currently about \$2,400.

**ATTACHMENTS**

Attachment 1 – Proposed Ground Lease

Page 3

**STAFF COMMENTS AND RECOMMENDATIONS**

The lease agreement provides that the initial term of the lease is for 40 years with an option to renew for an additional 40 years. The lease payment for the initial term is one lump sum payment of \$150,000 which equates to \$3,750 per

**BUSINESS AFFAIRS AND HUMAN RESOURCES  
DECEMBER 8, 2011**

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year. The lease agreement further provides that rent for the renewal term would be \$2,500 per year. Staff observes that the rent payment during the renewal term would be de minimis when discounted for inflation 40 years hence.

**BOARD ACTION**

I move to approve the proposed ground lease between the University of Idaho Board of Regents and Delta Zeta Sorority and to authorize the University's Vice President for Finance and Administration to execute that ground lease in substantial conformance to the form submitted in Attachment 1.

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

## GROUND LEASE

THIS GROUND LEASE (“**Ground Lease**”) is made as of the 1st day of January, 2012, by and between **Delta Zeta Sorority**, an Ohio non-profit corporation, and **The Board of Regents of the University of Idaho**, a state educational institution and body politic and corporate organized and existing under the constitution and laws of the state of Idaho.

**1. Definitions.** The following terms as used in this Ground Lease shall have the meanings hereinafter set forth:

**1.1 “Landlord”:** The Board of Regents of the University of Idaho, a state educational institution and body politic and corporate organized and existing under the constitution and laws of the State of Idaho.

**1.2 “Leased Premises”:** That certain real property located at 706 Elm Street in the City of Moscow, County of Latah, State of Idaho, more particularly described as the north 40 feet of Lot 9 and all of Lot 10, Block 2, of Taylor and Lauder’s Addition to the City of Moscow, as shown on the recorded plat thereof together with all easements, rights and appurtenances thereto, with the exception of the area shown in the attached Exhibit A.

**1.3 “Lienholder”:** Any mortgagee under a mortgage, trustee or beneficiary under a deed of trust, or other secured party under any other form of financing constituting a lien on the Leased Premises.

**1.4 “Tenant”:** Delta Zeta Sorority, an Ohio non-profit corporation.

**2. Due Diligence Period and Term.**

**2.1. Due Diligence.** Tenant’s obligations under this Ground Lease are subject to the satisfaction or waiver by Tenant of the contingencies described in this Section 2.1.

Beginning on January 1, 2012, at Tenant’s sole cost and expenses, Tenant shall have a period

of one hundred eighty (180) days to complete its inspection and review of the Leased Premises in accordance with this Section 2.1 (the “Due Diligence Period”). All contingencies are solely for Tenant’s benefit and may be waived only by Tenant. Tenant may waive any of the contingencies at any time by written notice to Landlord. Tenant shall be permitted to conduct a feasibility study with regard to the development of the Premises for Tenant’s intended use, which results shall be acceptable to Tenant in its sole discretion, and which shall include, but are not be limited to the following: Tenant’s receipt a commitment for a policy of title insurance and a survey with respect to the Premises satisfactory to Tenant; Tenant’s receipt of a commitment for satisfactory financing for the development of the Premises; study of the environmental condition of the Premises, studies related to the soils, ground water, topography and geology of the real property on or about the Premises; zoning and land use requirements and other governmental approvals; and availability of utilities to the Premises appropriate for with Tenant’s intended use. Landlord hereby grants to Tenant and Tenant’s agents, employees and contractors the right to enter upon the Leased Premises, at any time or times during the Due Diligence Period, to conduct Tenant’s due diligence; provided that Tenant shall give 48 hours prior notice to Landlord if interruption shall occur with respect to or any special accommodation is required to be made to the Leased Premises for such due diligence. In consideration therefor, Tenant shall and does hereby agree to restore and repair any damage to the Premises caused by or on behalf of Tenant. If Tenant is not satisfied with the findings of its due diligence with respect to the Leased Premises, in its sole discretion, Tenant shall have the right to terminate this Ground Lease by delivering written notice thereof on or before the last day of the Due Diligence Period, whereupon neither Landlord nor Tenant shall have any further rights or obligations under this Lease.



**2.2 Initial Term.** Landlord leases and Tenant rents the Leased Premises for a term of forty (40) consecutive years commencing on June 1, 2014, and terminating on June 30, 2054.

**2.3 Renewal Term.** Provided that Tenant is not in default of this Ground Lease, after application of all notice and cure periods, and further provided that prior to the commencement of the renewal term, Tenant shall have made any necessary remodeling or improvements to extend the useful life of Tenant's building on the Leased Premises to June 30, 2094, the term of this Ground Lease shall renew for one 40 year term unless terminated as set forth below. In the event that Landlord concludes the remodeling, alteration or improvement of Tenant's building is insufficient to demonstrate the useful life of the building for the renewal term, Landlord shall identify in writing to Tenant its concerns relating to the insufficiency. Tenant shall then provide Landlord with its plans to address Landlord's concerns. All plans will be evaluated in accordance with the procedures set forth in Section 5 of this Ground Lease and the standards established in this Section 2.3. During the renewal term, Tenant shall continue to maintain the building in accordance with Section 6 of this Ground Lease.

**2.4 Tenant's Early Termination Option.** Upon at least one year's prior written notice to Landlord, Tenant may at any time during the initial or the renewal term terminate this Ground Lease, so long as Leased Premises and any existing improvements on Leased Premises are surrendered to Landlord in a condition free of any liens, conditions or encumbrances at the time of early termination. Surrender of Tenant's property interests to Landlord by this early termination option shall be subject to Section 16.1 of this Ground Lease.

**3. Rent.**

**3.1 Amount.** Tenant shall pay to Landlord on or before June 1, 2014, a lump sum payment of One Hundred Fifty Thousand Dollars (\$150,000). This amount shall be deemed the single rent payment for the Initial Term but shall not be refundable in the event of early termination of this Ground Lease. During the renewal term, as described in Section 2.3 of this Lease, Tenant shall pay Two Thousand Five Hundred Dollars (\$2,500) per year during the renewal term. Any other amounts due and payable to Landlord from Tenant under this Ground Lease shall be considered additional rent.

**3.2 Delivery and Date of Rent Payments.** Rent to Landlord shall be made payable to “Bursar, University of Idaho”, and mailed to the attention of “General Accounting, University of Idaho, PO Box 443166, Moscow, ID 83844-3166” or such different address as Landlord shall provide to Tenant by written notice. Rent for the initial year of the renewal term (if any) shall be payable and received the commencement of the renewal term, and each subsequent years’ Rent shall be payable and received on or before July 1 of each subsequent year during the renewal term of this Ground Lease. Additional rent (if any) shall be paid as billed by Landlord.

**4. Tenant’s Use.** Tenant may only use the Leased Premises for the housing of and related services to students enrolled, intending to enroll in the next enrollment period, or planning to continue a course of study beginning as of the next enrollment period at the University of Idaho and which are active members of the Delta Zeta Sorority or alumni of the Delta Zeta Sorority who remain on campus to complete graduate programs, additional professional exams or certifications may continue to occupy Premises, if such occupancy is permitted by Tenant after the active member has graduated. Notwithstanding the foregoing

sentence, house directors, resident advisors, caretakers, janitors, and other personnel of a character and number necessarily and customarily involved in the housing of students shall be permitted to occupy the Leased Premises. No tents, trailers, or shacks shall be permitted on the Leased Premises. Parking shall only be permitted on the Leased Premises in parking areas developed with, and accessible from, paved surfaces of asphalt or concrete. Parking desired by Tenant's occupants or other personnel that is off the Leased Premises, but on adjoining UI property or nearby public or private streets shall be permitted in accordance with the Landlord's "Campus Parking Regulations" as they exist at the time of Ground Lease and as those regulations may be amended from time to time; provided that any failure by Tenant's occupants or other personnel to comply with such rules shall not be deemed to be a default hereunder. Tenant shall operate the Leased Premises for the housing of University of Idaho students and active members or alumni of Delta Zeta Sorority and shall not permit the improvements on the Leased Premises to be vacated or abandoned, except during university observed holidays or breaks, university closures and cessations of use caused by casualty, condemnation or remodel. Furthermore, Tenant shall use its best efforts to rent one hundred percent (100%) of the rooms designated for housing to active members or alumni of the Delta Zeta Sorority on the Leased Premises during all periods of operation.

**5. Construction, Alterations and Improvements.**

**5.1 Initial Construction and Subsequent Alterations.** Tenant, at Tenant's sole cost and expense, shall commence construction of a student housing building having a minimum square footage of 10,000 and sufficient to house a minimum of 40 active members or alumni on the Leased Premises, according to plans and specifications approved by Landlord, on or before July 1, 2014, which approval shall not be unreasonably withheld conditioned or

delayed. Tenant, at Tenant's sole cost and expense, may remodel Tenant's building on the Leased Premises, according to plans and specifications approved by Landlord (pursuant to Section 5.3 below).

**5.2 Information Technology Services.** Landlord may provide access for the Leased Premises to the University of Idaho's Information Technology Services ("ITS") pursuant to a separate ITS agreement.

**5.3 Approval Procedure.** Before any construction, alteration (including, without limitation, color changes and landscaping) or improvement (including, without limitation parking areas and signs; provided that temporary signs and decorations associated with special events of the students shall be permitted without Landlord's approval but subject to campus regulations) to any building, structure, grounds or any other improvement on or to be located on the Leased Premises is commenced, Tenant shall obtain Landlord's prior written approval from the respective directors of University of Idaho Facilities' Architectural and Engineering Services and, if applicable, Information Technology Services (or functional equivalent of either at the time of construction, alteration or improvement planning). Such approval shall not be unreasonably withheld, conditioned or delayed. Tenant and Landlord hereby agree that Landlord may reasonably withhold approval of any proposed construction, alteration or improvement in order to preserve the architectural character of the campus and neighborhood located on Landlord's nearby property, and that it is reasonable for the Landlord to withhold approval for construction and alterations that are inconsistent with the architectural style existing in similarly used buildings in the neighborhood at the time of Tenant's submission. It shall not be reasonable for Landlord to withhold approval in order to initiate an architectural style not existing in similarly used buildings in the neighborhood at

the time of Tenant's submission. When obtaining Landlord's approval, sufficient information shall be sent to Landlord to enable Landlord to make a reasonable decision as to the proposal. Failure of Tenant to receive approval from ITS, shall not singularly constitute Landlord's denial of approval to proposed construction, so long as Tenant acknowledges in writing to Landlord that Tenant's failure to receive approval from ITS may result in ITS functions being unavailable for Tenant's improvements to Leased Premises and that certain standards, as specified by ITS, may be required for any installation of information technology infrastructure.

**5.4 Diligent Completion.** Once any construction, alteration or improvement is commenced, the same shall be continuously and diligently pursued to completion, subject to: the enactment or enforcement of any law or the issuance of any governmental order, rule or regulation establishing, rationing or priorities in the use of materials or restricting the use of labor; state of war or national or local emergency or acts of public enemies or terrorists; epidemics, plagues or famines; explosions, fire or other unavoidable casualty; acts of God (including, without limitation, fire, storms, hurricanes, tornadoes, unusually heavy rains, and other adverse weather conditions); and the existence of any other condition or the occurrence of any other event that causes a delay and that is not reasonably within the control of Tenant, including without limitation delays caused by Landlord (collectively, "Events of Force Majeure").

**5.5 Liens.** Except as otherwise permitted in Section 20 (Mortgage), Tenant shall keep the Leased Premises and all improvements thereon free from any liens arising out of any work performed, materials furnished or obligations incurred by or for Tenant or to the Leased Premises. Any work performed, materials furnished or obligations incurred shall be

at Tenant's sole request and not at the instance of or as agent for Landlord. Except for such liens as are permitted pursuant to Section 20 (Mortgage), Tenant shall, within thirty (30) days after any lien is recorded against the Leased Premises, cause such lien or claim of lien to be released of record or transferred to bond in accordance with Idaho law. If Tenant fails to cause such lien or claim of lien to be released of record or transferred to bond, Landlord shall have the right, at Tenant's expense, to transfer said lien to bond.

**5.6 Construction Requirements.** Tenant shall comply with and shall require all contractors and subcontractors to comply with all applicable federal, state and local laws, rules and regulations when performing any work on or delivering materials for the Leased Premises and any building, structure or improvement on or serving the Leased Premises. All construction shall comply with all applicable federal, state and local laws, rules and regulations and shall comply with the Landlord's design standards as reasonably determined by the University of Idaho Facilities' Architectural and Engineering Services. In the event Tenant intends to be eligible for connection to Landlord's telecommunications and network infrastructure, Tenant shall also comply with Landlord's relevant infrastructure standards as defined by ITS at the time of construction. All construction staging shall occur on the Leased Premises, unless a separate license agreement is granted by Landlord specifying the precise location that staging may occur on the Landlord's nearby property. Landlord shall have no obligation to provide such licensed staging area outside the Leased Premises.

**5.7 Ownership of Improvements.** Tenant shall, at all times during the term and the renewal term, have title to the building. Upon the expiration or termination of the term, title to the building shall automatically vest in Landlord, and Tenant shall execute and deliver to Landlord, upon Landlord's request and at Landlord's expense for the preparation and

recording of the necessary documentation to convey title to the building as may then exist on the Leased Premises or demolish the building and return the Leased Premises to Landlord as a green space. Notwithstanding anything contained herein to the contrary, there shall be no merger of the fee simple or leasehold estate created under this Ground Lease or any sublease or the building with the Leased Premises if such interests are acquired by the same party or parties, without the express written consent of such party or parties.

**5.8 Cooperation.** The parties agree to work diligently and cooperatively with each other with respect to any Landlord approved construction and alterations of the building, including obtaining and granting all approvals required herein and in Tenant's application for and obtaining any third party consent or permits necessary for the initial construction and/or alterations of the building.

**6. Maintenance and Restoration of the Leased Premises.**

**6.1 Maintenance and Repair by Tenant.** Tenant shall, at Tenant's sole cost and expense, maintain, repair and replace (except as otherwise permitted in Section 6.3) as necessary in good working condition, reasonable wear and tear excepted, all buildings, structures, and improvements on the Leased Premises (including but not limited to street-side sidewalks within the immediately adjoining public right of way), and maintain, repair and replace as necessary all above and below ground utilities, exclusively serving Tenant's property on the Leased Premises and the extension from the Tenant's property on the Leased Premises to such utility's connection at the main line serving the Tenant's property. Tenant shall, at Tenant's sole cost and expense, keep and maintain the Leased Premises in a good and clean condition, free from waste and in compliance with all laws, rules, regulations and

ordinances, reasonable wear and tear, casualty and condemnation excepted. Tenant shall regularly sweep all paved surfaces and keep the same free of snow and ice. All landscaping on the Leased Premises shall be adequately maintained (including, but not limited to, replacement of dead or damaged plants, irrigation, cutting and pruning plants and mowing grass). Any planned changes to landscaping beyond maintenance and replacement of existing plants or materials with the same species or materials, shall be submitted in writing for approval to the Director of the University of Idaho Landscape and Exterior Services (or functional equivalent at the time of the proposed landscaping) and such approval shall not be unreasonably withheld conditioned or delayed.

**6.2 Maintenance and Repair by Landlord.** Landlord shall not be responsible for any maintenance, repair or replacement of the Leased Premises or any building, structure, landscaping, or improvement (including, without limitation, any utility) on the Leased Premises unless such maintenance, repair or replacement is required because of the willful or negligent act or omission of Landlord. Landlord has no obligation to provide fire or police protection for the Leased Premises. In the event Tenant shall fail to complete its obligations under Section 6.1 (Maintenance and Repair by Tenant), after notice and an opportunity to cure as provided for in Article 14 (Default), Landlord may perform the same at Tenant's expense and Tenant shall reimburse Landlord for all costs incurred by Landlord within fifteen (15) days after Tenant's receipt of an invoice and accompanying evidence of the expenditure of such expenses. Notwithstanding the foregoing, Tenant may, by separate agreement with Landlord, contract for maintenance, police, fire, ITS or other services to be provided by Landlord.

**6.3 Restoration.**



(a) In the event any building on the Leased Premises is materially damaged or destroyed by fire or other casualty, Tenant may terminate this Ground Lease by delivering written notice to Landlord within sixty (60) days after the occurrence of such casualty. This Ground Lease shall terminate once Tenant has removed the improvements on the Leased Premises, capped all utilities exclusively serving Tenant's property, graded the Leased Premises in such a manner that drainage from the Leased Premises does not adversely affect the surrounding properties, installed an automatic sprinkler system for that portion of the Leased Premises formerly occupied by Tenant's property and which is equivalent to and ties in with sprinkler system for the remainder of the Leased Premises (if any), and covered that portion of the Leased Premises formerly occupied by Tenant's property with sod or other Landlord approved landscaping or ground cover (hydro-seeding shall not be permitted). Tenant shall complete its obligation set forth in the preceding sentence within one hundred eighty (180) days after Tenant has delivered the lease termination to Landlord. In the event Tenant should fail to complete those obligations within such one hundred eighty (180) day period, Landlord may perform such obligations at Tenant's expense. In the event Landlord incurs any expenses in performing such obligations, Landlord, in Landlord's reasonable discretion, shall be entitled to so much of the insurance proceeds payable on account of such casualty as is necessary to reimburse Landlord for Landlord's expenses, and/or to receive payment directly from Tenant if the casualty is caused by an uninsured event.

(b) In the event Tenant does not elect to terminate this Ground Lease after any building on the Leased Premises is damaged or destroyed by fire or other casualty, this Ground Lease shall continue in full force and effect (without abatement in annual Rent if casualty occurs during the renewal term), and Tenant shall commence repair or restoration of

the casualty within ninety (90) days after the casualty, subject to Landlord's reasonable approval pursuant to Section 5.3 (Approval Procedure), and shall thereafter diligently pursue the repair or restoration to completion, subject to Events of Force Majeure. Any repair or restoration made by Tenant shall return the building to a similar or improved size, function and quality as existed prior to the casualty unless otherwise approved by Landlord in writing, which approval shall not be unreasonably withheld conditioned or delayed.

**7. Landlord's Title.**

**7.1 Fee Title.** Landlord covenants that Landlord is the holder of fee simple title to the Leased Premises and that Landlord has full right and authority to enter into this Ground Lease.

**7.2 Quiet Enjoyment.** Landlord covenants that so long as Tenant is not in default under this Ground Lease, Tenant shall have quiet and peaceful possession of the Leased Premises without unreasonable interference from Landlord or anyone claiming through or under Landlord.

**7.3 Delivery of Leased Premises.** Prior to this Ground Lease, Landlord has given Tenant ample opportunity to inspect and test the condition of the Leased Premises. Therefore, Tenant takes possession of the Leased Premises in its "AS-IS" condition with all faults, including both latent and patent defects, and Tenant releases Landlord from any and all liability to Tenant relating to any aspect or condition of the Leased Premises, known or unknown, foreseeable or unforeseeable, actual or contingent, arising by statute, common law or otherwise. EXCEPT AS OTHERWISE EXPRESSLY SET FORTH HEREIN, LANDLORD AND LANDLORD'S AGENTS ARE NOT MAKING, HAVE NOT MADE AND EXPRESSLY DISCLAIM ANY REPRESENTATIONS OR WARRANTIES,

EXPRESS OR IMPLIED, WITH RESPECT TO ANY ASPECT, FEATURE OR CONDITION OF THE LEASED PREMISES INCLUDING, WITHOUT LIMITATION, THE EXISTENCE OF HAZARDOUS WASTE, OR THE SUITABILITY OF LEASED PREMISES FOR TENANT'S INTENDED USE. TENANT IS RELYING SOLELY UPON TENANT'S INSPECTIONS AND FAMILIARITY WITH THE PROPERTY AS TO THE CONDITION OF LEASED PREMISES. However, Landlord will make available for Tenant prior to the execution of this Lease, those reports, data and inspections Landlord is aware of related to the purposes of this section and which are in the possession of the Landlord's Real Estate Office at the time of Landlord's signature to this Ground Lease. Notwithstanding anything to the contrary contained within this Ground Lease, Tenant's liability and obligations under this Ground Lease with respect to hazardous waste and other hazardous materials shall be limited to hazardous waste and other hazardous materials which were brought onto and/or disposed of upon the Leased Premises by Tenant or any party for which Tenant is legally responsible. In no event shall Tenant have any liability or responsibility for any hazardous waste and other hazardous materials brought onto and/or disposed of upon the Leased Premises prior to the commencement or after the termination of this Ground Lease or surrender of the Leased Premises by Tenant.

**7.4 Landlord's Reservations.** At Landlord's sole expense, or as separately agreed to by the affected parties, Landlord reserves the right to install public or private utilities, communication lines and cables and any other services for the benefit of Landlord or Landlord's surrounding properties on, over, under or through those portions of the Leased Premises dedicated for public utility lines or otherwise not covered by any building or structure; provided that the installation, operation, repair and replacement of such services

does not unreasonably interfere with Tenant's use of the Leased Premises and Landlord promptly repairs any damage done to the Leased Premises caused by the installation, operation, repair and replacement of such services. Landlord reserves the rights-of-way for all utilities, communication lines and cables and any other services currently existing on, over, under or through the Leased Premises.

**8. Taxes and Assessments.** At the present time, because of Landlord's tax status, there are no taxes levied against the Leased Premises. In addition, Tenant may seek a property tax exemption or other tax savings measure with respect to the Property as a result of its tax status. The parties agree to work diligently and cooperatively with each other with respect to any tax exemption application or proceeding. Should property taxes be levied or assessed against the Leased Premises, Tenant agrees to pay prior to delinquency all taxes and assessments, if any, levied or assessed against the Leased Premises or Tenant's personal property thereon during the term of this Ground Lease. In the event any taxes or assessments levied or assessed against the Leased Premises during the term of this Ground Lease may be legally paid in installments, Tenant may pay such taxes or assessments in installments. If Tenant shall, in good faith, desire to contest the validity or amount of any taxes or assessment herein agreed to be paid by Tenant, Tenant shall be permitted to do so, and to defer payment of such tax or imposition, the validity or amount of which Tenant is so contesting, until final determination of the contest, upon giving to Landlord written notice thereof prior to the commencement of any such contest, which shall be at least ten (10) days prior to delinquency.

**9. Utilities.** Tenant agrees to pay all charges for electricity, gas, heat, sewer, water, telecommunication infrastructure system, television cable, waste disposal and all other utility services provided for the exclusive use of the Leased Premises during the term of this Ground

Lease. Landlord shall not be liable for any interruption in utilities furnished to the Leased Premises, nor does Landlord warrant that any of the utilities mentioned above are available from various utility providers including the Landlord. In the event Landlord provides such services, Tenant may make separate arrangements with the appropriate university service department and, if such arrangements are made, shall pay separately for such services as directed by that department. Such service charges are not included in rent and provision of services is not an obligation of Landlord under the terms of this Ground Lease.

**10. Indemnification and Insurance.**

**10.1 Tenant's Indemnity.** Tenant hereby waives as to Landlord, releases Landlord and agrees to indemnify, defend and hold harmless Landlord from and against any and all liability, claims, damages, expenses (including reasonable attorneys' fees and reasonable attorneys' fees on any appeal), judgments, proceedings and causes of action, for injury to or death of any person or damage to or destruction of any property occurring on the Leased Premises during Tenant's tenancy or arising out of Tenant's use or occupancy of the Leased Premises unless caused by a willful or negligent act taken by Landlord on the Leased Premises.

**10.2 Liability Insurance.** Tenant, at Tenant's sole cost and expense, shall provide and maintain commercial general liability insurance (Occurrence Basis) with broad form coverage endorsement covering its obligations under this Article 10 and insuring it against claims for personal injury, bodily injury or death, and property damage or destruction. Such insurance shall be written with an insurer licensed to do business in the state of Idaho, shall name Landlord as additional insured on ISO Form CG 2026 1185, and contain a waiver of subrogation endorsement in favor of Landlord. The initial limits of liability of all such

insurance shall be not less than \$1,000,000 for personal injury or bodily injury or death of any one person, \$1,000,000 for personal injury or bodily injury or death of more than one person in one occurrence and \$500,000 with respect to damage to or destruction of property; or, in lieu of such coverage, a combined single limit (covering personal injury, bodily injury or death and property damage or destruction) with a limit of not less than \$2,000,000 per occurrence.

**10.3 Property Insurance.** Tenant, at Tenant's sole cost and expense, shall purchase and maintain Causes of Loss-Special Form (formerly "all risk") Property Insurance (including demolition and increased cost of construction) insuring one hundred percent (100%) of the replacement cost of all improvements, buildings, structures, furniture, fixtures, and equipment located on the Leased Premises. The insurance shall name Landlord as a loss payee, as Landlord's interests may appear under the terms of this Ground Lease, and contain a waiver of subrogation in favor of Landlord.

**10.4 Workers' Compensation Insurance.** Tenant, at Tenant's sole cost and expense, shall carry Workers' Compensation Insurance as required by Idaho law. No "alternative" forms or self insurance coverage will be allowed.

**10.5 Insurance Requirements.** For all insurance which Tenant is required to maintain hereunder, Tenant shall furnish Landlord with certificates evidencing the insurance. All policies shall be obtained from an insurer licensed to do business in the State of Idaho, with a Best's Rating of "A" or higher and a Financial Size Category of "VIII" or higher. The policies of insurance shall provide that the insurance represented by the certificates shall not be cancelled, materially changed or nonrenewed without the insurer endeavoring to give thirty (30) days prior written notice to the holders of the insurance and the holders of the

certificates. No policy will contain a deductible or self-insured retention in excess of \$10,000 without Landlord's prior written approval, which approval shall not be unreasonably withheld conditioned or delayed. Failure of Landlord to demand such certificate or other evidence of full compliance with these insurance requirements or failure of Landlord to identify a deficiency from evidence that is provided shall not be construed as a waiver of Tenant's obligation to maintain such insurance. By requiring insurance herein, Landlord does not represent that coverage and limits will necessarily be adequate to protect Tenant, and such coverage and limits shall not be deemed as a limitation on Tenant's liability under the indemnities granted to Landlord in this Ground Lease.

**10.6 Noncontribution.** The insurance carried by Tenant hereunder shall be primary and not contributory with any other insurance that is maintained by Landlord.

**10.7 Blanket Policy.** All insurance which Tenant is required to maintain hereunder may be provided under a blanket policy provided such policy otherwise complies with the requirements of this Ground Lease and is endorsed with an Aggregate Limits of Insurance (Per Location) endorsement.

**11. Condemnation.**

**11.1 Termination Right.** In the event of a taking of, or damage to, any portion of, interest in or access to the Leased Premises, or any easements, rights or appurtenances thereto by eminent domain or any transfer in lieu thereof or by any other governmental action, which taking or damage materially and adversely affects Tenant's use of the Leased Premises, Tenant may terminate this Ground Lease as of the date of such taking or damage by written notice to Landlord within three (3) months after the taking or damage deprives Tenant of possession of any such portion of, interest in or access to the Leased Premises, or

any easements, rights or appurtenances thereto. In no event will a taking or condemnation of all or any portion of the Leased Premises constitute a default by Landlord under this Ground Lease, including, without limitation, Landlord's covenant of quiet enjoyment. In the event the Ground Lease is terminated as a result of such taking, any condemnation award attributed to the Leased Premises shall be divided and paid as follows: (a) first, if any lender has loaned money, which loan is secured by Tenant's interest in the Leased Premises, then to such lender on Tenant's behalf for the amount then required to pay such loan up to the full amount of the loan; (b) next, to Tenant in the amount of the cost incurred to demolish the building if so required by Landlord; (c) next, to Landlord in an amount equal to the "fair market value" (determined by mutual agreement of the parties or, if agreement cannot be reached, by the court with jurisdiction thereof) of the Leased Premises only, as of the date of taking, assuming that there were no buildings thereon; and (c) finally, the balance to Tenant.

**11.2 Continuation of Ground Lease.** If a lesser portion of the Leased Premises or the building thereon shall be taken, or if the use or occupancy of the Leased Premises or the building thereon or any part thereof shall be temporarily requisitioned by any governmental authority, civil or military, at Tenant's option, this Ground Lease may (a) be terminated in the manner set forth in Section 11.1, or (b) continue in full force and effect, and Tenant shall promptly either repair any damage caused by any such taking or requisition to the improvements on the Leased Premises, including such repairs to such improvements as may be necessitated by the partial taking thereof or clear the Leased Premises of the remainder of any damaged improvements. In the event of such condemnation or temporary requisition under this Section 11.2 for which Tenant elects to continue this Ground Lease, Tenant shall



receive the entire award or payment resulting from such condemnation or temporary requisition from the condemning or requisition authority.

**12. Assignment and Subletting.** Tenant may not assign this Ground Lease or sublet (other than subletting to individual students enrolled, intending to enroll in the next enrollment period, or planning to continue a course of study beginning as of the next enrollment period at the University of Idaho and which are active members or alumni of the Delta Zeta Sorority) the whole or any part of the Leased Premises or any improvements thereon without the prior written approval of Landlord, which approval Landlord may grant or withhold in Landlord's sole and absolute discretion, provided that Landlord shall not unreasonably withhold, condition or delay it consent to any assignment or sublease to another sorority or fraternity recognized by Landlord. If Tenant assigns this Ground Lease, Tenant shall be released from the full performance of its obligations hereunder upon the assignee's assumption in writing of the obligations under this Ground Lease and Landlord's approval thereof. Immediately upon any assignment or subletting of any portion of the Leased Premises, Tenant shall provide Landlord with a complete and accurate copy of the assignment or sublease document. No approval of any assignment or subletting by Landlord shall waive Landlord's right to approve any subsequent assignment or subletting. Should Tenant sublet the Leased Premises for a rent amount in excess of the Rent provide in this Ground Lease (other than subletting to individual University of Idaho students as permitted herein), Tenant shall pay the excess rent amount to Landlord when received.

**13. Compliance With All Laws and Landlord Rules.** During the term of this Ground Lease, Tenant's obligations and performance under this Ground Lease shall be consistent with all Landlord regulations and policies provided to Tenant and comply with all applicable codes, laws, orders, statutes and regulations of any federal, state, county and

municipal authorities that have jurisdiction over the Leased Premises. Notwithstanding the foregoing, Tenant shall have the right, after prior written notice to Landlord, to contest the validity of any codes, laws, orders, statutes and regulations by appropriate legal proceedings, provided Landlord shall not be subject to any criminal or civil liability as a result of any legal contest.

**14. Default.**

**14.1 Default Defined.** A party shall be deemed to be in default of this Ground Lease only upon the expiration of thirty (30) days (ten [10] days in the event of failure to pay money) from receipt of written notice from the other party specifying the particulars if such party has failed to perform the obligations of this Ground Lease unless such party, prior to the expiration of said thirty (30) days (ten [10] days in the event of failure to pay money), has rectified the particulars specified in said notice of default. However, such party shall not be deemed to be in default if such failure (except a failure to pay money) cannot be rectified within said thirty (30) day period and such party is using good faith and its best efforts to rectify the particulars specified in the notice of default and is diligently pursuing the remedy.

**14.2 Landlord's Remedies.** In the event of a default by Tenant, Landlord may (i) terminate this Ground Lease and re-enter the Leased Premises, or (ii) perform or cure any obligation or duty of Tenant under this Ground Lease and any expense incurred by Landlord shall be due and payable by Tenant within fifteen (15) days after receipt of an invoice for the expenses, or (iii) re-enter the Leased Premises and any improvements thereon without terminating this Ground Lease and sublet the whole or any part thereof for the account of Tenant upon terms and conditions as Landlord, in Landlord's reasonable discretion, deems desirable. In the event of sub-item (iii), (a) Landlord shall have the right to collect any rent

which may thereafter become due and payable under such sublease and to apply the same first, to the payment of any expenses incurred by Landlord in dispossessing Tenant and in subletting the Leased Premises, and second, to the payment of the Rent herein reserved and to the fulfillment of Tenant's other covenants hereunder, and (b) Tenant shall be liable for amounts equal to the several installments of Rent as they would under the terms of this Ground Lease become due, less any amounts actually received by Landlord and applied on account of rent as aforesaid.

**14.3 Non-Waiver.** The failure of a party to insist upon strict performance of any of the terms, covenants, conditions or agreements contained herein shall not be deemed a waiver of any rights or remedies that said party may have, and shall not be deemed a waiver of any subsequent breach or default in the performance of any of the terms, covenants, conditions or agreements contained herein.

**14.4 Remedies Cumulative.** In addition to the remedies set forth in this Ground Lease, Landlord and Tenant shall have all other remedies provided by law or statute to the same extent as if fully set forth herein word for word. No remedy herein conferred upon, or reserved to Landlord or Tenant shall exclude any other remedy herein or by law provided, but each shall be cumulative.

**15. Notices.**

**15.1 Addresses.** All notices given pursuant to this Ground Lease shall be in writing and shall be given by personal delivery, by United States mail or by United States express mail or other established express delivery service (such as Federal Express), postage or delivery charge prepaid, return receipt requested, addressed to the person and address

designated below. All notices to Landlord or Tenant shall be sent to the person and address set forth below:

Landlord: Vice President for Finance and Administration  
University of Idaho  
Moscow, ID 83844-3166

Tenant: Delta Zeta Sorority  
202 East Church Street  
Oxford, Ohio 45056  
Attn.: Controller

The person and address to which notices are to be given may be changed at any time by any party upon written notice to the other party. All notices given pursuant to this Ground Lease shall be deemed given upon receipt.

**15.2 Receipt.** For the purpose of this Section 15 of this Ground Lease, the term “**receipt**” shall mean the earlier of any of the following: (i) the date of delivery of the notice or other document to the address specified pursuant to Section 15.1 as shown on the return receipt, (ii) the date of actual receipt of the notice or other document by the person or entity specified pursuant to Section 15.1, or (iii) in the case of refusal to accept delivery, the earlier of (a) the date of the attempted delivery or refusal to accept delivery, (b) the date of the postmark on the return receipt, or (c) the date of receipt of notice of refusal or notice of nondelivery by the sending party.

**15.3 Additional Notices.** Landlord and Tenant agree that a copy of all notices given hereunder shall also be given to such other persons and addresses as Landlord or Tenant reasonably may designate in writing to the other party.

**16. End of Term.**

**16.1 Surrender.** Tenant agrees that upon termination of this Ground Lease, Tenant shall surrender Leased Premises to Landlord as provided by this Section. Prior to the end of

the term Tenant may (i) remove the improvements on the Leased Premises, cap all utilities exclusively serving Tenant's property, grade the Leased Premises in such a manner that drainage from the Leased Premises does not adversely affect the surrounding properties or create hazards at the site, and cover that portion of Leased Premises that is without lawn or adequate landscaping with sod of an equivalent type used by Landlord elsewhere on Landlord's nearby property. This option to undertake such removal shall only be available to Tenant in the event Tenant is not in default and when such action is preceded by written notice to Landlord provided on or before February 1 of the year in which Tenant seeks to surrender Leased Premises. All removal or demolition work described above in this section shall be initiated after June 1 and be completed prior to August 15 of the year in which notice of such surrender is given by Tenant, but in no event after expiration of the term of this Ground Lease, unless another schedule is approved in writing by Landlord, or (ii), if Tenant chooses not to proceed with demolition or removal of improvements as provided above, Tenant shall surrender the Leased Premises, including any and all improvements thereon, to Landlord in good condition, reasonable wear and tear, casualty and condemnation excepted, and broom clean. Tenant shall, prior to the date of termination of the Lease, remove from the Leased Premises Tenant's personal property not affixed to the Leased Premises from the Leased Premises and shall repair any damage to the improvements on the Leased Premises caused by such removal. Tenant's failure to remove any of Tenant's personal property shall be deemed an abandonment thereof, whereby title shall become vested in Landlord without further action taken or notice provided. Except as provided by Section 5.7 and this Section 16.1, Tenant shall not remove from the Leased Premises any improvements, fixtures or

equipment permanently affixed to the Leased Premises, unless removal is requested by Landlord in writing prior to the date of termination, at Landlord's expense.

**16.2 Survival.** The obligations of Landlord and Tenant as set forth in this Section 16 (End of Term) and in Section 10.1 (Indemnification and Insurance) shall survive termination of this Ground Lease.

**17. Estoppel Certificates.**

**17.1 Certificates.** Each party agrees, upon receipt of written request from the other party and provided the requested party do so truthfully, to certify in writing to a prospective assignee, sublessee, purchaser or Lienholder of the requesting party (i) that this Ground Lease is in full force and effect, (ii) that this Ground Lease has not been amended (or, if it has, identifying all such amendments), (iii) that this Ground Lease has not been assigned by the requested party (or, if it has, identifying all such assignments), (iv) that, to the requested party's knowledge, the requesting party is not in default of any of the terms, covenants, conditions or agreements contained in this Ground Lease (or, if the requesting party is in default, specifying the nature of such default), and (v) such additional facts within the requested party's knowledge as may be reasonably required by the requesting party.

**17.2 Waiver.** Any certificate issued pursuant to Section 17.1 (Certificates) shall act as a waiver of any claim by the party furnishing it against any such prospective purchaser or Lienholder (but not against the requesting party) to the extent such claim is based upon facts contrary to those contained in the certificate and to the extent such claim is asserted against a bona fide purchaser or encumbrancer for value without knowledge of facts to the contrary of those contained in the certificate and who has acted in reasonable reliance upon such certificate.

**18. Attorneys' Fees.** In the event either party to this Ground Lease initiates or defends any legal action or proceeding against the other party in any way connected with this Ground Lease, the prevailing party in any such legal action or proceeding, in addition to any other relief which may be granted, whether legal or equitable, shall be entitled to recover from the losing party in any such legal action or proceeding its reasonable costs and attorneys' fees (including its reasonable costs and attorneys' fees on any appeal). In the event either party to this Ground Lease initiates or defends any legal action or proceeding with a third party because of the violation of any term, covenant, condition or agreement contained in this Ground Lease by the other party to this Ground Lease, then, if the party in alleged violation of this Ground Lease makes an admission or is determined by a court of competent jurisdiction to be in default hereunder, the party so litigating shall be entitled to recover its reasonable costs and attorneys' fees (including its reasonable costs and attorneys' fees on any appeal) incurred in connection with such litigation from the other party to this Ground Lease. All such costs and attorneys' fees shall be deemed to have accrued on commencement of any such legal action or proceeding and shall be enforceable whether or not such legal action or proceeding is prosecuted to judgment.

**19. Recordation of Ground Lease.** A memorandum of this Ground Lease acceptable to Landlord and Tenant may be recorded in Latah County, Idaho by Tenant and at Tenant's sole cost. Upon the termination of this Ground Lease, Tenant shall execute, acknowledge and deliver to Landlord a Termination of Ground Lease in a form acceptable to Landlord which Landlord may record upon termination of this Ground Lease. A copy of the recorded document or the original document with recording information shall be returned to Landlord at the address given in Section 15 (Notices), but to the attention of the "Real Estate Officer". A memorandum of any subsequent amendment to this Ground Lease (as provided by

Section 23.11 of this Ground Lease) reasonably acceptable to Landlord and Tenant may also be recorded by Tenant in accordance with the provisions in this Section 19.

**20. Mortgage.**

**20.1 Permitted Encumbrances.** Tenant or any assignee or subtenant of Tenant may place a mortgage or deed of trust on any improvements constructed on the Leased Premises and on Tenant's interest in the Leased Premises. Such mortgage or deed of trust shall not encumber Landlord's fee title to the Leased Premises.

**20.2 Notices to Lienholder.** In the event Tenant is in default under this Ground Lease as defined in Article 14 (Default), Landlord agrees to give written notice of such default to the Lienholder under any such mortgage or deed of trust, provided the name and address of such Lienholder has been furnished to Landlord by Tenant. Landlord shall not terminate this Ground Lease, re-enter the Leased Premises, or exercise any other remedy available at law which would dispossess Tenant of the Leased Premises, provided said Lienholder has cured said default within the time allowed Tenant for same hereunder or within sixty (60) days (twenty [20] days in the event of a failure to pay money) after receipt of said notice of default by said Lienholder, whichever is greater, or if such default cannot be rectified within said sixty (30) day period during the time as such Lienholder is using good faith and its best efforts to rectify the particulars specified in the notice of default and is diligently pursuing the remedy.

**20.3 Attornment.** Landlord further agrees that, should said Lienholder or its designee acquire Tenant's interest in the improvements constructed on the Leased Premises through a foreclosure of such mortgage or deed of trust or any transfer in lieu thereof, said Lienholder or its designee shall have the right to attorn to Landlord, provided said Lienholder or its



designee cures all defaults of Tenant under this Ground Lease existing at the time of such attornment, which are within the power of said Lienholder or its designee to cure, and Landlord will accept such attornment, and said Lienholder or its designee and Landlord shall have the same rights and obligations toward one another which they would have had had this Ground Lease been entered into with Landlord, as Landlord, and said Lienholder or its designee, as Tenant. Landlord agrees to execute any documents reasonably requested by said Lienholder and acceptable to Landlord, in Landlord's sole discretion, in connection with Landlord's obligations under this Article 20.

**20.4 Subordination.** This Ground Lease, subject to execution of a subordination, non-disturbance and attornment agreement reasonably acceptable to Tenant, shall at all times be subject and subordinate to all and any mortgage, deed of trust or other financing placed on Landlord's fee title interest in the Leased Premises and all extensions, modifications, consolidations, renewals and replacements thereof. Tenant agrees that upon written request by Landlord, Tenant will negotiate with the lender, execute, acknowledge and deliver any and all instruments reasonably requested by Landlord which are necessary to effect the subordination of this Ground Lease to any mortgage, deed of trust or financing placed by Landlord on the Leased Premises. Such subordination, non-disturbance and attornment agreement may specify that fee title to the Leased Premises be acquired by any Lienholder in connection with any proceeding under the terms of any such mortgage, deed of trust or financing arrangement, this Ground Lease will continue in full force and effect, Tenant will attorn to such Lienholder, and such Lienholder will not disturb Tenant's possession and rights under this Ground Lease.

**21. Landlord's Right of Entry.** After obtaining Tenant's consent, which shall not be unreasonably withheld or delayed, upon 48 hours prior written notice, Landlord and Landlord's agents may enter the Leased Premises and any improvements thereon to (i) inspect the general condition and state of repair of the Leased Premises and any improvements thereon, or (ii) show the Leased Premises and any improvements thereon to such persons as Landlord deems reasonably necessary during the last six (6) months of the term. In the event of an emergency arising within the Leased Premises or any improvements thereon which endangers property or persons, the consent requirement is waived by Tenant.

**22. Conveyance by Landlord.** Landlord may sell, assign or otherwise transfer the Leased Premises without the consent of Tenant, provided that Tenant's rights hereunder shall not be adversely affected. If Landlord should sell or transfer Landlord's interest in the Leased Premises, then effective with the date of the sale or transfer, Landlord's successor in interest shall be fully responsible for all of the terms and conditions expressed in this Ground Lease. If the successor in interest agrees in writing to be bound by all of the terms and conditions in this Ground Lease, then the Board of Regents of the University of Idaho shall be released and discharged from any and all further obligations and responsibilities under this Ground Lease (except those already accrued).

**23. General Provisions.**

**23.1 Successors and Assigns.** All of the provisions contained in this Ground Lease shall be binding upon and inure to the benefit of the heirs, personal representatives, successors and assigns of the parties hereto.

**23.2 Partial Invalidity.** If any term, covenant, condition or agreement of this Ground Lease or the application of it to any person or circumstance shall to any extent be invalid or

unenforceable, the remainder of this Ground Lease or the application of such term, covenant, condition or agreement to persons or circumstances, other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each term, covenant, condition or agreement of this Ground Lease shall be valid and shall be enforced to the extent permitted by law.

**23.3 Headings.** The captions and headings in this Ground Lease are for reference only and shall not be deemed to define or limit the scope or intent of any of the terms, covenants, conditions or agreements contained herein.

**23.4 Entire Agreement.** This Ground Lease contains the entire agreement between the parties hereto and supersedes all prior agreements, oral or written, with respect to the subject matter hereof. The provisions of this Ground Lease shall be construed as a whole and not strictly for or against any party.

**23.5 Gender.** In construing the provisions of this Ground Lease and whenever the context so requires, the use of a gender shall include all other genders, the use of the singular shall include the plural, and the use of the plural shall include the singular.

**23.6 Authority.** Each individual executing this Ground Lease on behalf of either party represents and warrants that he or she is duly authorized to execute and deliver this Ground Lease on behalf of said party, in accordance with all agreements of such party and that this Ground Lease is binding upon said party in accordance with the terms hereof.

**23.7 Venue.** This Ground Lease shall be governed by the laws of the State of Idaho. All legal proceedings under this Ground Lease shall be instituted in the courts of the County of Latah, State of Idaho, and each party agrees to submit to the jurisdiction of such courts.

**23.8 Joint and Several Liability.** In the event any party hereto is composed of more than one person, the obligations of said party shall be joint and several.

**23.9 Relationship.** The provisions of this Ground Lease are not intended to create, nor shall they be in any way interpreted or construed to create, a joint venture, partnership, or any other similar relationship between the parties.

**23.10 Third Party Beneficiary.** This Ground Lease is not intended to create, nor shall it be in any way interpreted or construed to create, any third party beneficiary rights in any person not a party hereto unless otherwise expressly provided herein.

**23.11 Amendment.** No amendment, modification, release, discharge, or waiver of any provisions hereof shall be of any force, effect, or value unless in writing and signed by Landlord and Tenant.

EXECUTED as of the date first above written.

**LANDLORD:**

**The Regents of the University of Idaho,  
a state educational institution and body  
politic and corporate organized and  
existing under the constitution and laws of  
the state of Idaho**

**TENANT:**

**Delta Zeta Sorority, an Ohio non-profit  
corporation**

By: \_\_\_\_\_  
Ronald E. Smith  
Vice President,  
Finance and Administration

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**ATTEST:**

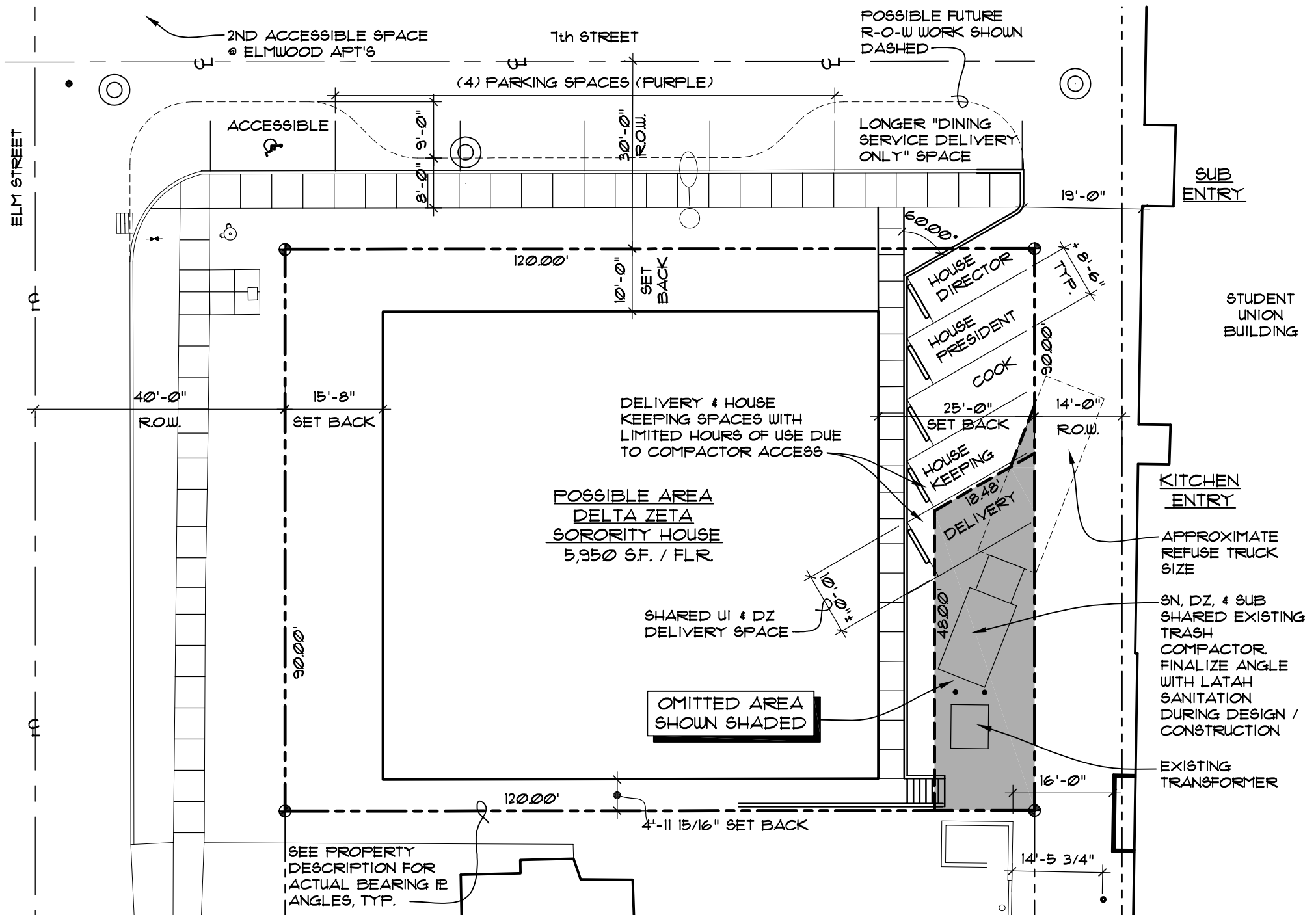
By: \_\_\_\_\_

Secretary

**EXHIBIT A**

**See Attached**

## EXHIBIT A



## EXHIBIT A

SCALE: 1" = 20'-0"

10-10-11 NORTH



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**INSTRUCTION, RESEARCH, AND STUDENT AFFAIRS  
DECEMBER 7 - 8, 2011**

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<b>TAB</b>	<b>DESCRIPTION</b>	<b>ACTION</b>
<b>1</b>	<b>PROPOSAL FOR THE COMPLETE COLLEGE IDAHO PLAN</b>	Motion to Approve
<b>2</b>	<b>BOISE STATE UNIVERSITY – APPROVAL OF FULL PROPOSAL: DOCTOR OF PHILOSOPHY (PH.D.) IN MATERIALS SCIENCE AND ENGINEERING</b>	Motion to Approve
<b>3</b>	<b>HERC APPOINTMENTS</b>	Motion to Approve
<b>4</b>	<b>RESEARCH STRATEGIC PLAN</b>	Motion to Approve
<b>5</b>	<b>ONLINE CONTENT AND CURRICULUM GOVERNANCE</b>	Information Item

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**INSTRUCTION, RESEARCH, AND STUDENT AFFAIRS**  
**DECEMBER 7, 2011**

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**SUBJECT**

Proposal for the Complete College Idaho Plan

**REFERENCE**

August 12, 2010	Board established the goal that 60% of young Idahoans age 25-34 will have a degree or credential of value by the year 2020.
August 10, 2011	Board reviewed data regarding Idaho's status in meeting the 60% goal by 2020, and heard strategies to meet the goal.
October 19, 2011	Board identified four areas that wanted to focus on as part of the 60% goal. Those areas include: Dual Credit, Remediation, Retention, and Financial Efficiency.

**BACKGROUND/DISCUSSION**

In August 2010, the Idaho State Board of Education ("Board") set an ambitious goal that 60% of young Idahoans age 25-34 will have a degree or credential of value by 2020. This goal mirrors the national goal and the subsequent organizational goals of which the Board is a part, including Complete College America (CCA), which is a national non-profit organization working to significantly increase the number of Americans with a college degree or credential of value and to close attainment gaps for traditionally underrepresented populations. By joining the CCA Alliance of States, the Board has partnered with 28 other states to reach the "60% goal."

In October 2011, a team of individuals that consisted of Idaho legislators, Governor's office staff, institutional VPs/Provosts, a member of the Board, a representative from the business community, and Board office staff attended the CCA Annual Convening and Completion Academy in Austin, Texas. The purpose of Idaho's participation in such an Academy was to draft a proposed statewide plan to move the state closer to its education goal.

The Board has been working toward this end for over a year and has completed the following steps: 1) has become a member of the CCA Alliance of States, 2) has asked institutions of higher education to provide strategies on how they will each contribute to advancing the 60% goal, and 3) has participated in the CCA Completion Academy, garnering key public and private input toward developing a proposed statewide plan, the result of which was a completion plan entitled, A Plan for Growing Talent to Fuel Innovation and Economic Growth in the Gem State.

**INSTRUCTION, RESEARCH, AND STUDENT AFFAIRS  
DECEMBER 7, 2011**

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**IMPACT**

This Complete College Idaho Plan proposes focus on improving educational attainment in a way that is responsive to the needs of business and those who will hire the workforce of the future. Increasing the educational attainment of Idahoans will better prepare them for future job requirements. It has the potential to attract out-of-state businesses to Idaho, thus positively impacting Idaho's future economic development.

From this plan we can build a system in which our students graduate with the knowledge and skills that maximize their potential for success in the workforce while providing business with the necessary talent needed to thrive. The proposed strategies in this plan will aid in meeting the goal that 60% of Idahoans 25-34 have a college degree or credential of value by 2020.

**ATTACHMENTS**

Attachment 1 – Complete College Idaho:  
A Plan for Growing Talent to Fuel  
Innovation and Economic Growth in the  
Gem State

Page 3

**STAFF COMMENTS AND RECOMMENDATIONS**

Staff recommends the Board approve the Complete College Idaho plan and, with the timeline proposed in the plan, and obtain feedback from key stakeholders as outlined.

**BOARD ACTION**

I move to approve the framework for Complete College Idaho: A Plan for Growing Talent to Fuel Innovation and Economic Growth in the Gem State, direct staff to obtain stakeholder feedback and buy-in, and bring back the plan for approval at the June 2012 Board meeting.

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



# Complete College Idaho

A Plan for Growing Talent to Fuel Innovation and Economic Growth  
in the Gem State

December 2011

## Complete College Idaho

A Plan for Growing Talent to Fuel Innovation and Economic Growth in the Gem State

### EXECUTIVE SUMMARY

Idaho is at the crossroads. The choices we make today are the foundation that will shape the future for our children and grandchildren. College access without success is an empty promise, and a missed opportunity with economic consequences. It is time to tie access to completion for the benefit of our students. The choices are not easy, but *doing nothing is not an option*.

**We must grow talent in our state to fuel innovation and compete economically.**

#### THE FACTS

Basic facts about economic success in the 21<sup>st</sup> century economy should drive our decisions. We know that postsecondary education enhances personal income. Those with some college have a median income 23% higher over their lifetimes, those with an associate degree 28% higher, and those with a baccalaureate degree 61% higher. The rate of unemployment for individuals 25 and older without a college degree is 10.3% compared to 4.6% for those with a 4-year degree.

Just as our society has shifted from an industrial to a service economy so too must our educational and career planning mechanisms adjust. We are mismatched between our current workers and the workers that employers in our state need both now and in the future.

While the skills gap phenomenon is a national one, it is particularly problematic in Idaho. A recent study issued by the International Monetary Fund<sup>1</sup> showed that Idaho is in the most critical quartile

#### IDAHO 2011

MEMBER  
Alliance of States

COMPLETE  
COLLEGE  
AMERICA

**For a strong economy, the skills gap must be closed.**

<b>63%</b>	By 2020, jobs requiring a career certificate or college degree
<b>34%</b>	Idaho adults who currently have an associate degree or higher
<b>29%</b>	Skills gap

Data: See website Sources and Methodology section.

of all states relative to the skills mismatch. And that challenge isn't going away. Georgetown University's Center for Education and the Workforce recently estimated that by 2018 61%<sup>2</sup> of Idaho jobs will require some form of postsecondary credential, and that by 2020 63% will require a certificate or degree by the year 2018. Complete College of America has identified that 34% of Idahoans have an associate degree or higher. Focusing on the Board's goal that 60% of Idahoans, 25-34 have a degree or credential of value by 2020; currently, only 31.4% of our target population have a certificate or degree.

Idaho must focus on improving educational attainment in a way that is responsive to the needs of business and those who will hire the workforce of the future. Our students must graduate

<sup>1</sup> <http://www.imf.org/external/pubs/ft/wp/2011/wp11105.pdf>

<sup>2</sup> Georgetown University Center on Education and the Workforce: <http://cew.georgetown.edu/jobs2018/>

with the knowledge and skills that maximize their potential for success in the workforce and that provide business with the necessary talent needed to thrive.

We want to send a signal to business in neighboring states and across the world that Idaho has the talent, innovation, and economy to support their success.

### **TALENT AND INNOVATION FOR IDAHO'S FUTURE**

So what will it take to ensure a prosperous future for Idaho? Committing to the bold agenda necessary to transform our talent base is key to success. Knowledge is the driver of economic prosperity. It is imperative that we make a commitment to efficiently and effectively increase the number of citizens with postsecondary certificates and degrees of value in the marketplace.

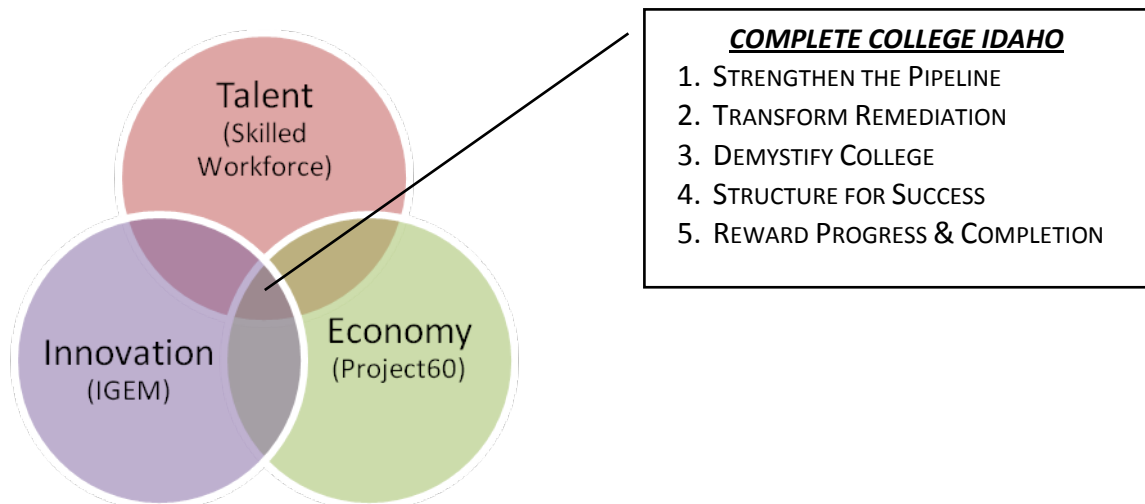
To meet this commitment, in the October 2011 a team of individuals consisting of Idaho legislators, Governor's office staff, institutional provosts, a member of the State Board of Education (SBOE), a representative from the business community, and SBOE staff attended the Complete College America Completion Academy. The sole purpose of Idaho's participation in the Academy was to draft a proposed statewide plan to move the state closer to its education goal, the result of which was a completion plan entitled:

#### ***Complete College Idaho:***

#### **A Plan for Growing Talent to Fuel Innovation and Economic Growth in the Gem State**

***Idaho will be internationally recognized for the quality of talent, knowledge and skills of its workforce, and the ability of its higher education system to prepare citizens to meet and exceed the needs of business, industry, and society.***

This proposed plan mirrors Governor Otter's commitment to unified job creation and growth strategy, which has resulted in a focused vision for Idaho and its educational system.



Idaho's public colleges and universities currently produce on average 9,518 degrees and certificates annually. To remain competitive nationally and globally, the public system of higher education in Idaho has committed to increase the number of degrees and certificates by 13% each year; which is an increase of 3,461 more degrees and certificates each year. We have set an aggressive goal that 60% of Idahoan's 25-34 have a degree or credential of value by 2020.

The key strategies to help attain this goal:

<b>1 STRENGTHEN THE PIPELINE</b>	<ul style="list-style-type: none"> <li>• Develop intentional advising along the K-20 continuum.</li> <li>• Prepare students prior to exiting high school.</li> <li>• Support accelerated HS – PS pathways.</li> </ul>
<b>2 TRANSFORM REMEDIATION</b>	<p>Develop a statewide framework for transformational models of remedial placement and support. The statewide framework will:</p> <ul style="list-style-type: none"> <li>• Determine common statewide placement levels, and align assessments and data for placement decision-making.</li> <li>• Establish common elements for remedial support programs, but leave room for local innovation. <ul style="list-style-type: none"> <li>○ Be based upon learning outcomes</li> <li>○ Embrace emerging best practice models such as co-requisite, emporium or embedded support linked to and through gateway courses.</li> </ul> </li> <li>• Require institutions justify alternate and/or modified approaches with data and evidence.</li> <li>• Require institutions include a remediation transformation plan with goals and benchmarks in their annual strategic plans to the SBOE.</li> </ul>
<b>3 DEMYSTIFY COLLEGE</b>	<ul style="list-style-type: none"> <li>• Implement systemic advising that links education and careers.</li> <li>• Create a state-level Student Success Web-Portal with clearly articulated pathways to certificates and degrees.</li> <li>• Communicate strong, clear, and guaranteed statewide articulation &amp; transfer options to students and families.</li> </ul>
<b>4 STRUCTURE FOR SUCCESS</b>	<ul style="list-style-type: none"> <li>• Package certificate and degree programs for accelerated completion.</li> <li>• Default Program/Curriculum Options</li> <li>• Adult Reintegration/Near Completers Options</li> <li>• Create a cost effective delivery option for students in Eastern Idaho.</li> <li>• Engage faculty as the leaders of course quality and continuous improvement.</li> </ul>



## 5 REWARD PROGRESS & COMPLETION

Establish metrics and accountability tied to institutional mission for measuring state and institution progress toward completion goals.

- Use data to drive statewide and institution level investment choices.
- Recognize and reward progress and completion through performance funding.

### OUR COMMITMENT

The Idaho State Board of Education, institution presidents, and other leaders in Idaho stand united with Governor Otter in growing the economy through innovation and talent, creating the foundation for Idaho's future success. Idaho joined the *Complete College America (CCA) Alliance of States* and the National Governors Association *Complete to Compete*, to become a recognized leader in talent creation.

### TIMELINE FOR ACTION

Due	Action	Person Responsible
December 2011	Present Complete College Idaho Plan to the State Board of Education for their approval and request to solicit stakeholders' support.	Mike Rush, Selena Grace
January – June 2012	Solicit stakeholder support and buy-in (i.e., ISBA, IASA, Legislators, IBCEE, etc.)	Board Members, Mike Rush, Matt Freeman, Selena Grace, Tracie Bent
January – June 2012	Use the 2012 Legislative Session to ensure key players are part of the whole strategy. <ul style="list-style-type: none"> <li>• 60% Goal</li> <li>• 5 Key Strategies</li> </ul>	Mike Rush, Matt Freeman, Selena Grace, Tracie Bent
Late Winter/ Early Spring 2012	Governor's Call to Action	Governor Otter, Roger Brown
May 2012	Full Complete College Idaho Plan created and vetted	Mike Rush, Selena Grace
June/July 2012	SBOE approval	
August 2012	SBOE approve any necessary legislation	Mike Rush, Tracie Bent

Due	Action	Person Responsible
September 2012	Prep for 2013 Legislative Session	Mike Rush, Matt Freeman, Selena Grace, Tracie Bent
November 2012	DFM approve any necessary legislation	Mike Rush, Tracie Bent
January 2013	Any necessary legislation ready for session.	Mike Rush, Tracie Bent

## THE STRATEGIES

### 1 STRENGTHEN THE PIPELINE

We know there are multiple broken points in the pipeline. Strengthening the pipeline is a critical first step to meeting the 60% goal. One area that could provide a significant impact to students is the high school counselor. High school counselors carry a lofty responsibility of promoting college aspirations, ensuring that students enroll in the academic classes necessary to be ready for college, guiding students through the admission and financial aid processes, and helping students build the social skills necessary to succeed. This service is especially vital for first generation college students and for students from low-income families. In Idaho, a high school counselor's ability to meet this role is hindered by the fact that student to counselor ratios average 443:1<sup>3</sup>. With waning resources and a disproportionate workload, professional development opportunities are limited at best. Counselors are lucky if they can spend ¼ of their time helping students with postsecondary admissions counseling.

Two models Idaho has initiated through the College Access Challenge Grant funds are the Comprehensive Counselor Training Initiative and the Near-Peer Mentor Program. In an effort to keep counselors abreast of current resources available to them with regard to college access, Idaho has taken advantage of the work done by other states to create a customized online professional development course focused on college access information for secondary school counselors, college admissions counselors, financial-aid administrators, teachers as advisors, and principals. Near-Peers are recent college graduates and their mission is to increase the number of students who enter and complete postsecondary education in their respective school districts, with an emphasis on low-income and first generation populations. Mentors seek out and work with students who typically “fall through the cracks” and help them plan for some kind of education and training beyond high school. They *complement* the work of counselors and advisors, making sure the needs of all students are addressed and served.

The following is a breakdown of the five proposed *strategies*<sup>4</sup>. Within the strategy to STRENGTHEN THE PIPELINE we propose to focus on the following *initiatives*<sup>5</sup>, and *activities*<sup>6</sup> outlined in the tables below. We recognize these initiatives and activities are not exhaustive.

<sup>3</sup> College Board – The College Completion Agenda: <http://completionagenda.collegeboard.org/state-performance/state/idaho>

<sup>4</sup> Strategies are the overarching themes that are easy to remember and identify.

<sup>5</sup> Initiatives are more prescriptive descriptions of a Strategy's focus areas.

<sup>6</sup> Activities are actual tasks to be accomplished in order to move the needle toward the 60% goal.

## DEVELOP INTENTIONAL ADVISING ALONG THE K-20 CONTINUUM.

Activity	Location in the continuum	Implemented/Proposed
Comprehensive Counselor Training Initiative	Middle & Secondary	Implemented
Career Information Systems	K-12, Postsecondary, Workforce	Implemented
Reduce Student-Counselor Ratios	Middle & Secondary	Proposed
Near-Peer Mentoring Program	Secondary	Pilot currently taking place at two high schools. Proposed to be implemented in all high schools.
Mandatory Campus Advising	Postsecondary	Implemented on some campuses. Proposed to be implemented on all campuses.
Advising that includes students, parents, and teachers as partners in the planning.	Secondary & Postsecondary	Proposed. There is a good model in GEAR-UP, but only happening in a limited number of schools.

## PREPARE STUDENTS PRIOR TO EXITING HIGH SCHOOL.

Activity	Location in the continuum	Implemented/Proposed
Increased High School Graduation Requirements	Secondary	Goes into effect for the 2013 graduating class.
Common Core State Standards	Secondary & Postsecondary	Professional development begins this year, continues through 2012-13. In 2013-14 they will be taught. In 2014-15 new common assessments based on the common core state standards will be delivered.
College Entrance Exam	Secondary	Goes into effect for the 2013 graduating class.

## SUPPORT ACCELERATED HS – PS PATHWAYS.

Activity	Location in the continuum	Implemented/Proposed
Dual Credit/Advance Placement/ Tech-Prep	Secondary & Postsecondary	Implemented. Funding for students participating in Dual Credit should be supported by the State.
2+2 Degree Options	Secondary & Postsecondary	Proposed. Examples of this opportunity exist between ISU and the Meridian School District.

**2 TRANSFORM REMEDIATION**

We know that remediation in its current form is ineffective. Students too often fail before they even start. A one size fits all approach to remedial instruction, where students must enroll in one or more semesters of remedial instruction, has not proven to be effective. Research from the Community College Research Center has found that most students who require remedial education do not complete their remedial education sequence within one year. Many do not even enroll in a single remedial course. In Idaho, on average, 41% of all first-time, full-time freshman required remedial services in 2009. There are demonstrated key policy levers that can significantly increase the effectiveness of remedial education programs and the role they can play as part of our effort to increase college attainment. These levers include the use of data to drive policy formation and continuous improvement, assessment and placement policies that prescribe appropriate intervention for students, and instructional deliveries that ensure students address their academic needs as effectively and efficiently as possible. Successful efforts to transform remediation focus on three key strategies: 1) pre-test guidance, 2) select the right math, and 3) provide options such as a co-requisite model, accelerated model, or an embedded model.

Within the strategy to TRANSFORM REMEDIATION we propose to focus on the following *initiative*<sup>7</sup> and associated *activities*<sup>8</sup>. We recognize these initiatives and activities are not exhaustive.

<sup>7</sup> Initiatives are more prescriptive descriptions of a Strategy's focus areas.

<sup>8</sup> Activities are actual tasks to be accomplished in order to move the needle toward the 60% goal.

DEVELOP A STATEWIDE FRAMEWORK FOR TRANSFORMATIONAL MODELS OF REMEDIAL PLACEMENT AND SUPPORT. THE STATEWIDE FRAMEWORK WILL:

Activity	Location in the continuum	Implemented/Proposed
Determine common statewide placement levels, and align assessments and data for placement decision-making	Secondary & Postsecondary	Proposed
Establish common elements for remedial support programs, but leave room for local innovation	Postsecondary	Proposed
Be based upon learning outcomes	Postsecondary	Proposed
Embrace emerging best practice models such as co-requisite, emporium or embedded support, and be linked to and through gateway courses	Postsecondary	Proposed
Require institutions justify alternate and/or modified approaches with data and evidence	Postsecondary	Proposed
Require institutions include a remediation transformation plan with goals and benchmarks in their annual strategic plans to the SBOE	Postsecondary	Proposed

We specifically did not address remediation at the high school level, rather the work of the Common Core State Standards seeks to address the misalignment of the K–12 education system with international standards and college admission expectations, so that all students are prepared for future opportunities in education, work and life. Content standards outline the knowledge and skills students should attain at each level of their education across different subjects. These standards serve as the foundation of every other component of raising student achievement.

In 2009, the Board signed on to participate in the Common Core State Standards. In 2010, the Board approved English and Math Common Core Content standards. The Standards are aligned with college and workforce expectations; are clear, understandable, and consistent; include rigorous content and application of knowledge through high-order skills; build upon strengths and lessons of current state standards; are informed by standards in other top performing countries, so that all students are prepared to succeed in a global economy; and are evidence-based.

### 3 DEMYSTIFY COLLEGE

We know that poverty is a significant barrier to education. Completion rates by income show a stark reality: young people from high income families complete college at a 60% rate; those from low income families complete at a 7% rate. We know this disparity is not because young people from higher income families are smarter or more talented – they are simply afforded more opportunities. Why is this so significant? Because the primary source of new students is from families with low income. Low income and first generation college students, in particular could reap significant benefits from systematic advising that links education and careers. Many young adults understand the value of college but many lack a clear understanding of the link between education and careers.

We also know that students need access to web-based resources where they can learn about the available transfer options. At a time where a significant number of students attend one or more institution before they earn a degree, the benefits of a single, centralized source of transfer information where students can identify and plan their options provides significant benefit. A portal could provide transparency of institutional agreements, transfer guides, course equivalency information, and institutional participation. A portal is a way to demonstrate greater levels of coordination, accountability, and transparency.

The Board's Articulation and Associate Degree policy is intended not only to assist students as they transfer between Idaho public institutions, but to act as a guide for institutions to ensure the ease of credit transfer from one Idaho institution to another. This policy has not been updated since 1997 and allows for broad interpretation. The current policy simply provides a minimum credit requirement and subject matter standard for a general education core. The policy does not preclude an institution from creating a general education core above and beyond the minimum core defined by the State Board of Education. Over time, the four-year institutions have modified their general education core to include additional course requirements and have revised their lower division general education core to incorporate appropriate learning outcomes, develop systemic approaches to program assessment, and increase interdisciplinarity. These modifications have created a gap between the general education core at the two-year and the four-year levels. The policy needs to be revised and updated.

Within the strategy to DEMYSTIFY COLLEGE we propose to focus on the following *initiatives*<sup>9</sup> and associated *activities*<sup>10</sup>. We recognize these initiatives and activities are not exhaustive.

<sup>9</sup> Initiatives are more prescriptive descriptions of a Strategy's focus areas.

<sup>10</sup> Activities are actual tasks to be accomplished in order to move the needle toward the 60% goal.

## IMPLEMENT SYSTEMIC ADVISING THAT LINKS EDUCATION AND CAREERS.

Activity	Location in the continuum	Implemented/Proposed
Mandatory advising and career planning	Secondary & Postsecondary	Proposed
Mandatory academic advising and degree planning	Postsecondary	Proposed system-wide, but exists in several institutions.

## CREATE A STUDENT SUCCESS WEB-PORTAL WITH CLEARLY ARTICULATED PATHWAYS TO CERTIFICATES AND DEGREES.

Activity	Location in the continuum	Implemented/Proposed
Identify all institutional agreements	Postsecondary	Proposed
Identify and create a course equivalency guide	Postsecondary	Proposed
Develop a web-portal	Postsecondary	Proposed

## COMMUNICATE STRONG, CLEAR, AND GUARANTEED STATEWIDE ARTICULATION &amp; TRANSFER OPTIONS TO STUDENTS AND FAMILIES.

Activity	Location in the continuum	Implemented/Proposed
Identify how the Association of American Colleges and Universities LEAP1 standards might influence general education core reform in Idaho	Postsecondary	Proposed
Update and revise Board policy III.V.	Postsecondary	Proposed

**4 STRUCTURE FOR SUCCESS**

We must restructure the delivery of education for today's students. Among students in four-year schools, 45% work more than 20 hours a week, and among those attending community colleges, 6 in 10 work more than 20 hours a week, more than a quarter work more than 35 hours a week<sup>11</sup>, and 23% of all college students have children<sup>12</sup>. We know that one of every two students who enter a four-year college does not finish.

<sup>11</sup> U.S. Department of Education, 2007–2008 National Postsecondary Student Aid Study; in Viany Orozco and Nancy K. Cauthen, "Work Less, Study More & Succeed: How Financial Supports Can Improve Postsecondary Success," Demos, 2009.

There is also a pressing need to focus more attention and resources on adult learners. Close to 2/3 of the projected workforce of 2020 are already out of elementary and secondary education and following current trends this nation will fall an expected one million short of the college graduates needed in the workforce by 2025. There is no single group of adult learners, as they vary widely in age and level of academic readiness, and they come from different social and economic circumstances.

Within the strategy for STRUCTURE FOR SUCCESS we propose to focus on the following *initiatives*<sup>13</sup> and associated *activities*<sup>14</sup>. We recognize these initiatives and activities are not exhaustive.

PACKAGE CERTIFICATE AND DEGREE PROGRAMS FOR ACCELERATED COMPLETION.

Activity	Location in the continuum	Implemented/Proposed
Review certificate and degree requirements with incentives for institutions to reduce the number of credits required. Create policy to reduce the number of credits required for certificate and degree programs	Postsecondary	Proposed
Create a “no-frills” degree option that takes less time and uses less campus-based resources. Could be an entirely on-line degree.	Postsecondary	Proposed
Articulate more of the professional-technical courses into baccalaureate degree requirements. Examples include engineering degrees and health science degrees. Could accelerate completion, and also have the effect of encouraging them to “go on” to a bachelor's degree	Postsecondary	Proposed

<sup>12</sup> U.S. Department of Education, National Center for Education Statistics, 2008, National Postsecondary Student Aid Study.

<sup>13</sup> Initiatives are more prescriptive descriptions of a Strategy’s focus areas.

<sup>14</sup> Activities are actual tasks to be accomplished in order to move the needle toward the 60% goal.



Offer a General Associates Degree for Bachelor seekers	Postsecondary	Proposed
Link with employers to offer course schedules compatible with work schedules	Postsecondary	Proposed

## DEFAULT PROGRAM/CURRICULUM OPTIONS

Activity	Location in the continuum	Implemented/Proposed
Degree-seeking students are automatically signed up for classes based upon their program. If they want to take classes outside of their program they must apply	Postsecondary	Proposed

## ADULT REINTEGRATION/NEAR COMPLETERS OPTIONS

Activity	Location in the continuum	Implemented/Proposed
Systematic and state-wide acceptance of work experience (or non-academic setting learning) or other learning opportunities. Recognize learning that happens beyond our institutions. For near-completers who still need to complete general education core requirements, use software/technology packages and a state-wide acceptance of that work if done in conjunction with work experience	Postsecondary & Workforce	Proposed
Diversify course delivery methods (f2f, synchronous, asynchronous) in more of the curricula to increase options for students	Postsecondary	Proposed
Contact students who have left an institution and offer degree	Postsecondary	Proposed

audits, counseling, and advising		
Identify targeted sectors of industry/business with high need and provide workers with information about the benefits of a certificate/degree	Postsecondary & Workforce	Proposed
Implement a near completer notification system.	Postsecondary	Proposed

## CREATE A COST EFFECTIVE DELIVERY OPTION FOR STUDENTS IN EASTERN IDAHO.

<b>Activity</b>	<b>Location in the continuum</b>	<b>Implemented/Proposed</b>
Expand the availability of general education core classes at community college tuition rates	Postsecondary	Implemented on a limited bases.
Expand collaborative programs	Postsecondary	Proposed

## ENGAGE FACULTY AS THE LEADERS OF COURSE QUALITY AND CONTINUOUS IMPROVEMENT.

<b>Activity</b>	<b>Location in the continuum</b>	<b>Implemented/Proposed</b>
Bring high school and college instructors together to discuss and align curriculum requirements and standards.	Secondary & Postsecondary	Proposed
Create advisory committees made up of business and industry representative that assist in program development and monitoring of program success	Postsecondary & Workforce	Implemented on a limited bases.
Develop a system of incentives that reward quality/innovation in course development and improvement.	Postsecondary	Proposed
Include course quality/assessment as a component of faculty evaluation	Postsecondary	Proposed

## 5 REWARD PROGRESS AND COMPLETION

Idaho's investment in four-year public higher education has gone from \$285.1M in FY2009 to \$209.8M in FY2012. At the same time, the demand for postsecondary education is strong; and the need for postsecondary education in today's global knowledge economy is essential if we wish to remain competitive among industrialized nations. The reality of this situation requires that we use every dollar to maximize operational efficiencies. Performance-based funding can be used as a strategic incentive for innovation and creativity in resource allocation to improve desired campus outcomes. Specifically, linking a portion of state funding for higher education to performance outcomes could prioritize and focus the use of institutional resources on student success. It is a generally accepted best practice for performance measures to be developed through negotiation and consensus between the governing board and the institutions.

Within the strategy to REWARD PROGRESS AND COMPLETION we propose to focus on the following *initiative*<sup>15</sup>, and to support this initiative and associated *activities*<sup>16</sup>. We recognize these initiatives and activities are not exhaustive.

ESTABLISH METRICS AND ACCOUNTABILITY TIED TO INSTITUTIONAL MISSION FOR MEASURING STATE AND INSTITUTION PROGRESS TOWARD COMPLETION GOALS.

Activity	Location in the continuum	Implemented/Proposed
Use data to drive statewide and institution level investment choices	Postsecondary	Proposed
Recognize and reward progress and completion through performance funding	Postsecondary	Proposed

## SUMMARY

We are at risk of this generation being the first in our country's history to be less educated than their parents. We have an ever growing population of non-traditional, first generation, and low-income students who are forced to work more hours than students of prior generations. They are underprepared for college and forced into remedial courses that slow their progress, force them into deeper debt where most lose momentum and simply give up. Students are overwhelmed by too many choices with little structure, leading to wasted semesters and years. We have a skills gap caused by too few trained workers for the potential number of high-skill jobs.

This Complete College Idaho Plan proposes focus on improving educational attainment in a way that is responsive to the needs of business and those who will hire the workforce of the future.

<sup>15</sup> Initiatives are more prescriptive descriptions of a Strategy's focus areas.

<sup>16</sup> Activities are actual tasks to be accomplished in order to move the needle toward the 60% goal.

From this plan we can build a system in which our students graduate with the knowledge and skills that maximize their potential for success in the workforce while providing business with the necessary talent needed to thrive. The proposed strategies in this plan will aid in meeting the goal that 60% of Idahoans 25-34 have a college degree or credential of value by 2020. We are proposing that Idaho will be internationally recognized for the quality of talent, knowledge and skills of its workforce, and by the ability of its higher education system to prepare citizens to meet and exceed the needs of business, industry, and society.

**BOISE STATE UNIVERSITY**

**SUBJECT**

Approval of Full Proposal – Doctor of Philosophy (Ph.D.) in Materials Science and Engineering

**APPLICABLE STATUTE, RULE, OR POLICY**

Idaho State Board of Education Governing Policies & Procedures, Section III.G.4. and 5.

**BACKGROUND/DISCUSSION**

BSU proposes a new doctoral program in Material Science and Engineering (MSE). The proposed program will be offered by the Department of Materials Science and Engineering in the College of Engineering.

The MSE department at BSU has grown rapidly since its creation in 2004 into one of the largest departments in the Pacific Northwest with approximately 110 students and \$4 million in annual research expenditures. The MSE faculty members are nationally and internationally recognized experts in their fields. Faculty research strengths are in the following areas:

- Semiconductor Device Reliability
- Microelectronic Packaging
- Shape Memory Alloys
- Nanoscale Devices
- DNA and Bio-Machinery
- Materials for Energy Applications
- Environmental Degradation
- Materials for Extreme Environments
- Biomaterials and Bio-Machinery
- Solid State and Soft Matter Physics
- Materials Characterization
- Materials Modeling
- Magnetic Materials
- Polymer Chemistry

The proposed program will provide substantial economic benefit to the region, the state, and the nation. The global materials industry is worth an estimated \$550 billion, conservatively. The market for biocompatible materials has grown to \$60 billion in the past decade. Market size is growing for materials in emerging areas such as photonic materials, electronic and dielectric materials, functional coatings, and green materials. Due to the highly interdisciplinary nature of Materials Science & Engineering, students who graduate from MSE programs are recruited into a wide range of disciplines. Materials Science & Engineering has synergy with all the engineering fields as well as many of the sciences,

particularly chemistry, biology, and physics. Ph.D.s in MSE are well suited for positions at national laboratories, such as INL, managerial and senior scientist or engineering professions in industry, and as teachers, researchers, and faculty in academia.

The Idaho Department of Commerce has identified 1) novel materials, 2) biological sciences, and 3) nanotechnology as central to the future of Idaho's economy. The Treasure Valley area of Idaho has the largest concentration of advanced materials-related manufacturing companies in the state, including Micron Technology and Hewlett-Packard. The continued success and growth of a regional high-technology economy, and the ability to attract other major companies, requires a research and development base and availability of a highly skilled technical workforce.

The 2004 Report of the Idaho Governor's Science and Technology Advisory Panel identified the following as critical elements necessary to support the growth of a vibrant, knowledge-based economy in Idaho:

- A research and development base
- Highly skilled technical workforce
- Entrepreneurial culture
- Knowledge transfer mechanism
- Technology infrastructure
- Risk capital
- Attractive quality of life

Advanced graduate education and research programs, such as the proposed Ph.D. in MSE, play a central role in addressing the majority of these critical elements. There is significant science- and technology-based economic growth occurring in the greater Boise metropolitan area, therefore, Boise State University is attempting to meet the growing need for delivery of advanced graduate degree programs in high technology disciplines.

The proposed program builds on an existing interdisciplinary graduate program (M.S. and M.Eng.) in MSE, which presently has approximately 30 students enrolled. The Department of Materials Science & Engineering has the organizational structures, policies and procedures already in place to manage graduate programs successfully.

Existing undergraduate and graduate programs in the department will experience synergistic benefits from the addition of the proposed new Ph.D. program. The presence of advanced graduate students and their dissertation research fosters student-to-student mentoring and creates more opportunities for hands-on participation by undergraduates in advanced, applied research, as has been found with national studies of the potential benefits of research-intensive

graduate programs on undergraduate education (e.g., Boyer Commission on Educating Undergraduates, 1998; NRC Committee on Undergraduate Science Education, 1999).

The University of Idaho offers a Ph.D. in Materials Science and Engineering through its Chemical and Materials Engineering Department. In general, no two programs are alike due to the highly interdisciplinary nature of Materials Science & Engineering, and, consequently, the various emphases of the departments are quite different. For example, a significant emphasis of the MSE program at BSU has been and will continue to be focused on nanoscale fabrication and materials for semiconductor device processing. By contrast, the program at University of Idaho grew out of the field of hydrometallurgy and mining and consequently has historically been strong in metallurgy, including extractive metallurgy. They currently have MSE faculty with expertise in nuclear materials, electronic materials, and metallurgy. Materials Science & Engineering faculty at UI and BSU have several strong research collaborations with extramural support between the two institutions in excess of \$1M. The creation of the Ph.D. program at BSU is expected to strengthen these collaborations as well as collaborations with Physics, Chemistry, and Nuclear Engineering programs at both UI and ISU.

With the exception of Wyoming, each of the states bordering Idaho offer at least one MSE PhD; most have two or more universities offering such degrees.

The proposed program was reviewed by an external team comprised of Dr. Hussein Zbib (Washington State University, Professor in the School of Materials and Mechanical Engineering), and Dr. Wayne Hubner (Missouri University of Science and Technology, Dept. Chair and Professor of Ceramic Engineering, Past Associate Provost). Each wrote a separate report.

In his report, Dr. Zbib summarized as follows:

*“This proposal is very well designed and lays the ground for a high-quality interdisciplinary PhD program in MSE. The proposal is very timely and addresses an important regional and national need for PhDs in this area of research. The new program will build on existing interdisciplinary strength in materials science and engineering, physics and chemistry, and will be supported by local industry. In general, the requested resources are adequate and consist with the projected size of the program. The input received during our various meetings with faculty from engineering, physics and chemistry, university administrators, and students indicated very strong support for the program.”*

In his report, Dr. Hubner summarized, in part, as follows:

*“Boise State University (BSU) is proposing to establish a Doctor of Philosophy (PhD) degree program in Materials Science & Engineering (MSE). A decision to approve this request can only be warranted if a careful analysis reveals that the*

*investment is in the best interest of the students and citizens of the State of Idaho. As an external reviewer I am happy to conclude that this proposal builds upon the considerable strengths of the faculty, students and facilities of the MSE program at BSU, and clearly fills a need for industry in the region and state. Indeed, it is quite the testimonial that Micron would invest \$13M to fully fund the proposed PhD program the first three years of its existence. Equally impressive is the support I witnessed from all levels of the administration; future funding past year 3 will come from re-allocation within the university. We all know what that means in terms of scrutiny from the departments who will lose positions. Yet I believe history will show that making this investment now in the MSE department will nucleate a change in culture at BSU towards a balanced research university. A campus where scholarly activity and the pursuit of external funding is the norm, yet never done at the expense of the undergraduates. This is the culture within MSE right now."*

Boise State University has a strategy in place for funding recurring costs of the proposed MSE program, which will be similar to that used for BSU's Ph.D. in Electrical and Computer Engineering. During the first three years of the program, BSU will accrue the needed reallocation of appropriated funding through a combination of salary savings derived from the replacement of retired senior faculty with new junior faculty and fee revenues that result from increased enrollment. BSU's primary focus will be on replacing the grant funding for faculty members and staff members with appropriated funding. We anticipate that some portion of the remaining required funding will be derived from overhead costs from grants as well as other sources.

## **IMPACT**

Boise State University received a donation from the Micron Foundation in the amount of \$12,910,000 that will support the development of a new Ph.D., in Materials Science and Engineering (MSE). The gift from the Micron Foundation, however, is contingent upon the Board formally approving the establishment of the proposed MSE program.

Attachment 1 depicts new funding for the proposed Ph.D. program. Table 1 differs from the budget table in the full proposal in that Table 1 spreads the Micron donation over four years instead of three, and it depicts the budget for five years instead of three. The "University Total" in FY16 represents the ongoing funding that the university will need to allocate to the new program.

Table 2 depicts the planned disbursements of the gift from Micron. Note that the disbursements occur over three years in amounts greater than expenditures attributed to the Micron gift. The resulting funds will be carried forward until in FY2015 they total \$3,063,667. That amount of expenditures is attributed in FY15 to the Micron gift.



**INSTRUCTION, RESEARCH, AND STUDENT AFFAIRS  
DECEMBER 6, 2011**

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Nine new tenured/tenured track faculty members will join the department between fall 2011 and fall 2013 (three each year). The number of required faculty was determined following a year long process of benchmarking against peer institutions, and an assessment of teaching and research demands expected of faculty in the program. The program will also require new staff in order to support the significant expansion of research and course offerings such as two additional office administrators and a business manager. The proposal also includes 4 FTE of permanent funding to support the growth in MSE research lab operations and the BSCMC. The program would also add 18 new graduate assistantships (\$27,000K stipend per academic year plus fee waiver phased in over three years (six per year).

**ATTACHMENTS**

Attachment 1 – Fiscal Impact and Budget	Page 7
Attachment 2 – Full Proposal including external review report, response to external review, letters of support, and faculty CVs.	Page 9

**STAFF COMMENTS AND RECOMMENDATIONS**

Boise State University (BSU) proposes to create a new Doctor of Philosophy in Materials Science and Engineering to be offered at BSU's main campus. Students in the program are expected to be full-time students with one-third to one-half being graduates from their existing B.S. and M.S. programs in-state or region. The program will matriculate approximately 6-12 new Ph.D. students per year reaching a steady state enrollment of approximately 50 students by the 6<sup>th</sup> year.

Consistent with Board Policy III.G., BSU's proposed MSE program was reviewed by an external review panel. While positive and supportive reviews were provided there were some comments cited with regard to space that the Board should be aware of. Approximately 19,000 ft<sup>2</sup> of new space will be needed to accommodate new faculty and students. Reviewers indicate that "spreading faculty and students out amongst separate buildings and departments is a serious detriment to their future." The reviewers further state that "every effort should be made to ensure that space is identified and made available very soon." BSU has a plan in place that would accommodate the MSE program. This includes strategically reorganizing their existing administrative units involved in the MSE program into close proximity. BSU also has plans for infrastructure enhancements, which is being funded by a National Science Foundation Academic Research Infrastructure grant and also plans to incorporate facility requirements for the new MSE program in the 2004 College of Engineering Facilities Master Plan.

Pursuant to III.Z there is not an engineering Statewide Program Responsibility assigned to any of the universities, therefore it would fall under the category of Boise State's Regional Program Responsibility. There is a Primary Emphasis in engineering assigned to Boise State University and the University of Idaho, but not in the specific area of Materials Science and Engineering. Currently, the

**INSTRUCTION, RESEARCH, AND STUDENT AFFAIRS  
DECEMBER 6, 2011**

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University of Idaho (UI) offers a Ph.D. and a Master of Science in Materials Science and Engineering at their main campus and at their Idaho Falls campus. In accordance with the University of Idaho, there are College of Engineering and College of Science faculty who conduct research in the area of nanotechnology.

BSU has garnered support from private and public industry such as Idaho National Laboratory, Micron – Member of BSU's Industrial Advisory Board, Office of the Mayor of Boise, NanoSteel Co. in Idaho Falls, Premier Technology, Inc., Blackfoot, Washington State University-Pullman, WA, and Ceramatec, Inc.

BSU's program is consistent with their Regional Eight-Year Plan for delivery of academic programs in the Southwest Region. It's important to note that institutions are currently working on their Five-Year Plans pursuant to the recently clarified Board Policy III.Z. The Five-Year Plans are scheduled to be presented to the Board at their August 2012 Board meeting.

**BOARD ACTION**

A motion to approve the request by Boise State University to offer a Doctor of Philosophy in Biomolecular Sciences.

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

**INSTRUCTION, RESEARCH, AND STUDENT AFFAIRS  
DECEMBER 6, 2011**

**Attachment 1**

**Table 1.**

	#	Micron	Univ	Dept/ College	#	Micron	Univ	Dept/ College	#	Micron	Univ	Dept/ College	#	Micron	Univ	Dept/ College	#	Micron	Univ	Dept/ College
	FY12				FY13				FY 14				FY15				FY16			
Personnel																				
Faculty	1	123,500	0	0	4	510,000	0	0	7	933,333	0	0	9	768,667	467,333	0	9	0	1,273,080	\$0
GA Positions/Fees	3	129,000	0	0	9	387,000	0	0	12	516,000	0	0	15	516,000	148,350	0	18	0	821,137	\$0
Other Personnel	6	309,500	0	100,000	11	626,000	0	0	11	652,000	0	0	11	294,500	377,060	0	11	0	691,706	\$0
Operating																				
OE/Travel	1	75,000	0	0	1	150,000	0	0	1	150,000	0	0	1	75,000	79,500	0	1	0	159,135	\$0
Library	1	25,000	0	0	1	50,000	0	0	1	50,000	0	0	1	25,000	26,500	0	1	0	53,045	\$0
Capital																				
Faculty Start Up	1	250,000	0	0	3	750,000	0	50,000	3	750,000	0	50,000	2	500,000	0	0	0	0	0	\$0
Equipment	1	500,000	0	0	1	1,500,000	0	0	1	1,500,000	0	0	1	884,500	0	0	0	0	0	\$0
<b>Micron Total</b>		<b>1,412,000</b>				<b>3,973,000</b>				<b>4,551,333</b>				<b>3,063,667</b>				<b>0</b>		
<b>University Total</b>			<b>0</b>				<b>0</b>				<b>0</b>				<b>1,098,743</b>				<b>2,998,103</b>	
<b>Dept/ College Total</b>				<b>100,000</b>				<b>50,000</b>				<b>50,000</b>				<b>0</b>				<b>\$0</b>

**Table 2.**

	FY12		FY13		FY14		FY15
<b>Micron Planned Disbursements</b>	<b>3,682,500</b>		<b>4,357,000</b>		<b>4,960,500</b>		<b>0</b>
<b>Expenditures</b>	<b>1,412,000</b>		<b>3,973,000</b>		<b>4,551,333</b>		<b>3,063,667</b>
<b>Carry Forward</b>	<b>2,270,500</b>		<b>384,000</b>		<b>409,167</b>		
<b>Total Carried Forward to FY15</b>	<b>↘→</b>		<b>↘→</b>		<b>↘→</b>	<b>→</b>	<b>3,063,667</b>

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**IDAHO STATE BOARD OF EDUCATION**  
**ACADEMIC/PROFESSIONAL-TECHNICAL EDUCATION**  
**FULL PROPOSAL**

Submitted by:

Boise State University

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 INSTITUTION SUBMITTING PROPOSAL

College of Engineering

Materials Science &amp; Engineering

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 Name of College, School, or Division

---

 Name of Department(s) or Area(s)

A New, Expanded, or Off-Campus Instructional Program Leading to:

 Doctor of Philosophy in Materials Science & Engineering  
 (CIP Code: 14.1801)

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 Degree/Certificate & 2010 CIP

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 Program Change, Off-Campus Component

Fall 2012

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 PROPOSED STARTING DATE


This proposal has been reviewed and approved by:

  
 College Dean (Institution)

 6/3/11  
 Date

  
 Chief Fiscal Officer (Institution)

 6/6/11  
 Date

  
 Chief Academic Officer (Institution)

 6/3/11  
 Date

  
 President

 6-3-11  
 Date

  
 VP Research and/or Graduate Dean

 6/2/11  
 Date

Chief Academic Officer (OSBE)

Date

SBOE/OSBE Approval

Date

## 1. NATURE OF THE REQUEST

**Describe the nature of the request. For example, is this a request for a new on-campus program? Is this request for the expansion or extension of an existing program, or a new cooperative effort with another institution or business/industry or a contracted program costing greater than \$150,000 per year? Is this program to be delivered off-campus or at a new branch campus? Attach any formal agreements established for cooperative efforts, including those with contracting party(ies). Is this request a substantive change as defined by the NWASC criteria?**

Boise State University (BSU) proposes a new on-campus graduate program leading to the degree of **Doctor of Philosophy (PhD) in Materials Science & Engineering (MSE)**. The program will require a minimum of 68 credits, representing advanced courses, independent research, a comprehensive exam (which serves as a qualifying exam for admission to candidacy), and a dissertation constituting an original and significant contribution to the discipline.

The proposed program builds on an existing interdisciplinary graduate program (M.S. and M.Engr.) in Materials Science & Engineering and faculty research strengths in the following areas:

- |                                     |                                       |
|-------------------------------------|---------------------------------------|
| · Semiconductor Device Reliability  | · Materials for Extreme Environments  |
| · Microelectronic Packaging         | · Biomaterials and Bio-Machinery      |
| · Shape Memory Alloys               | · Solid State and Soft Matter Physics |
| · Nanoscale Devices                 | · Materials Characterization          |
| · DNA and Bio-Machinery             | · Materials Modeling                  |
| · Materials for Energy Applications | · Magnetic Materials                  |
| · Environmental Degradation         | · Polymer Chemistry                   |

Faculty participants will work together on student recruitment, admissions recommendations, participation on Supervisory Committees, design of comprehensive examinations, and the generation of financial support and research opportunities for students.

The University will correspond with our regional accrediting agency, the NWCCU, regarding the proposed PhD program.

## 2. QUALITY

**This section must clearly describe how this institution will ensure a high quality program. It is significant that the accrediting agencies and learned societies which would be concerned with the particular program herein proposed be named. Provide the basic criteria for accreditation and how your program has been developed in accordance with these criteria. Attach a copy of the current accreditation standards published by the accrediting agency.**

**Further, if this new program is a doctoral, professional, or research, it must have been reviewed by an external peer-review panel (see page 7, "Guidelines for Program Review and Approval). A copy of their report/recommendations must be attached.**

The MSE department at BSU has grown rapidly since its creation in 2004 into one of the largest departments in the Pacific Northwest with approximately 110 students and \$4M in annual research expenditures. The MSE faculty members are nationally and internationally recognized experts in their fields. Evidence of the quality of the program is supported in the confidence given by Micron

Technology, Inc. in its \$13M contribution to help develop the PhD and in the letters of support provided in Appendix F.

Boise State is committed to excellence in the delivery of all its educational programs, including the growing suite of PhD programs. A number of programmatic controls and quality assurance activities are part of the management plan for the anticipated PhD in Materials Science & Engineering. These are highlighted and described in more detail below. In accordance with SBOE guidelines, the proposed program and its context at Boise State have been evaluated by an independent, objective review team composed of national experts in Materials Science & Engineering, including pertinent research areas and graduate education. The Report of the External Review Committee along with the Boise State response is included in Appendix A.

**Regional Institutional Accreditation:** Boise State University is regionally accredited by the Northwest Commission on Colleges and Universities (NWCCU). Regional accreditation of the university has been continuous since initial accreditation was conferred in 1941. Boise State University is currently accredited at all degree levels (A, B, M, D). Accreditation was reaffirmed by NWCCU in 2010.

**Specialized Accreditation:** The Boise State University undergraduate engineering programs in Civil, Electrical, and Mechanical Engineering have been accredited by ABET, Inc. since 1999. PhD programs in Materials Science & Engineering are not directly accredited by ABET. The Materials Science & Engineering Department successfully underwent its inaugural ABET accreditation visit in October 2006. Engineering disciplines are normally only accredited by ABET at the undergraduate level. The four Engineering programs underwent successful reaccreditation visits in fall 2010, and anticipate being reaccredited through 2017.

**Internal Program Evaluations:** Internal program evaluations will take place every five years as part of the normal departmental review process conducted by the Office of the Provost. This process requires a detailed self-study (including outcome assessments) and a comprehensive review and site visit by external evaluators. In addition, the program will receive feedback from the existing Materials Science & Engineering Advisory Board comprised of representatives from local businesses, government laboratories, and universities.

**University and Graduate College Oversight:** The program will adhere to all policies and procedures of the Graduate College, which is assigned broad institutional oversight of all graduate degree and certificate programs.

**Materials Science & Engineering Departmental Oversight:** The proposed PhD in Materials Science & Engineering will build on a foundation of experience within the department of managing graduate programs successfully. Existing graduate programs include the interdisciplinary Master of Science (M.S.) and Master of Engineering (M.Engr.) degrees in Materials Science & Engineering. The graduate student community of the department currently includes approximately 30 master's level students. The majority of MS students graduate within 2-1/2 years after initial matriculation. Thus, the Department of Materials Science & Engineering has the organizational structures, policies and procedures already in place to manage graduate programs successfully and to ensure that students receive the individual mentoring, guidance, and professional development needed to progress through their programs in a timely manner.

In addition, the MSE department is committed to undergraduate education and research. It is an objective of the department that existing graduate and undergraduate programs in the department will experience synergistic benefits from the addition of the proposed new PhD program, further

strengthening these programs and adding to the value of these degrees. The presence of advanced graduate students and their dissertation research in the department creates an environment that fosters student-to-student mentoring and creates more opportunities for hands-on participation in advanced, applied research. We have seen this outcome in the last few years as a byproduct of BSU's existing PhDs in Geophysics, Geosciences, and Electrical & Computer Engineering, and it is consistent with national studies of the potential benefits of research-intensive graduate programs on undergraduate education (e.g., Boyer Commission on Educating Undergraduates, 1998; NRC Committee on Undergraduate Science Education, 1999).

Key aspects and quality control measures associated with the MSE Department's planned PhD program are described below.

**Student Mentoring and Program Assessment:** On-going program evaluation and assessment at the department level will provide essential information to help ensure the long-term quality of the program. Assessment activities will allow monitoring of individual student progress in the program so challenges can be recognized early and managed effectively. Integrated and evaluated over time, this feedback will also be used to fine-tune and adjust the overall program design, as needed, to ensure student success. Components of the student mentoring and outcomes assessment plan include:

*Appointment of a Major Advisor who has the primary responsibility for day-to-day mentoring and professional development of their students* – Identification of the advisor is a prerequisite for admission to the program. Outstanding students may be admitted to the program with a temporary advisor (typically one of the graduate program coordinators), but must identify a permanent research advisor within one year of admission to the program. The advisor will be responsible for funding the research of the student, typically through grants or fellowships. All students entering the program will be supported financially.

*Required registration of all new graduate students in MSE 601 Graduate Orientation* – This class is designed to facilitate the transition of students into the department; introduce them to lab safety, record keeping, and research ethics; help them understand the processes and procedures associated with the completion of a degree, including the process of developing a dissertation proposal.

*Planning of academic course work* – Students work with their advisor to complete a Program Development Form (PDF) in the first year, which identifies the calendar of course work necessary for students to complete their degree requirements. Each student's PDF is updated on an annual basis, providing an opportunity for the advisor and student to review the plan and make periodic adjustments that might be necessary. Completed PDFs are placed in each student's departmental file.

*Progress and competency in graded coursework* – How students perform in the classroom will provide a direct metric of progress and achievement – particularly in the early portion of the program when much of the required course work is typically completed. A student must maintain a GPA of at least a 3.0 every semester in order to remain in the program. Students whose GPA drops below a 3.0 in any semester will be put on academic notice and may be subject to removal from the program according to guidelines stipulated by the Graduate College.

*The Comprehensive Examination* - As discussed below, the Comprehensive Exam represents a significant milestone and assessment tool for monitoring how well students have assimilated information from various sources and integrated it into a comprehensive knowledge of Materials Science & Engineering. Details of the exam format will be described in detail in the Graduate



Student Handbook for the program and will be posted on the MSE website, including exam dates and study guidelines.

*Evaluation of the dissertation proposal* – Students must present to their Supervisory Committee a dissertation proposal describing in detail the proposed scope of work, anticipated scientific impact, timeline, and a plan for obtaining and utilizing the resources necessary to complete the research. The presentation typically will occur at anytime in the first two years of admission to the graduate program, but must be approved by the Supervisory Committee no less than 6 months after satisfactory completion of the Comprehensive Exam. Guidelines for the proposal will be provided in the Graduate Student Handbook.

*Annual meeting with Supervisory Committee and progress report* - Although students will interact with members of their Supervisory Committee individually and informally on a daily or weekly basis in classes or working on their research, the entire Supervisory Committee will meet formally with a student at least once each year to receive a progress report from the student, provide feedback, and discuss future plans. The student or committee may choose to invite external members to observe and offer input to the research direction and methods. Notes from the meeting and the progress report of the student become part of the student's departmental file. It is the responsibility of the student to schedule these meetings annually.

*Dissertation defense* – the preparation and public defense of a dissertation constitutes the culminating activity of the program (discussed in more detail below).

*Exit interview* – Exit interviews will be conducted with students completing their degree as well as students who fail to complete the degree requirements in order to evaluate their experiences in the program, determine if their expectations were met, and obtain specific suggestions for ways to improve the program.

*Two-year post-graduation follow-up interview with alumni* – The department will contact and interview alumni approximately two years after graduation to assess whether or not the program was effective in giving the students the practical skills and knowledge necessary to achieve success in their careers. Feedback from the alumni will be factored into decisions about restructuring coursework or other aspects of the program (as needed).

**Graduate Program Committee:** The Graduate Program Committee (GPC) of the Department of Materials Science & Engineering will consist of the graduate Program Coordinators, plus the chair of the Department or a faculty delegate. The department currently has two Graduate Program coordinators, and it is anticipated that a third coordinator will be identified when the PhD program is initiated. One of the responsibilities of the Graduate Program committee will be to ensure that program monitoring and outcomes assessment are conducted fairly, effectively and consistently. In addition, the Graduate Program Committee will develop recommendations for admission of prospective graduate students, make decisions on transfer credits and required background courses, make decisions on the award of departmental graduate assistantships, facilitate the identification of advisors, coordinate the Comprehensive Exam, and provide departmental approval of Supervisory Committees for graduate students.

**Supervisory Committee:** The Supervisory Committee is charged with the general guidance of the doctoral student, including design and approval of the program of study, supervision of the dissertation research, and participation at the dissertation defense. The Supervisory Committee is composed of members of the graduate faculty who are appointed to the committee by the Graduate College and are able to contribute to the student's dissertation research. The student will work in consultation with his/her major advisor to identify committee members and to submit a

*Request to Appoint a Supervisory Committee* form to the Graduate College. The committee is to consist of the major advisor, who serves as chair, plus at least three but no more than four additional members. The major advisor is the primary mentor for the student and must be a member of the graduate faculty and a full-time, joint, or university affiliate faculty member in the MSE department. At least one additional member must be part of the full-time MSE faculty. In addition, there must be at least one committee member who is external to the MSE department and is a member of the university's graduate faculty.

- **Application and Admission Requirements:** Applicants to the PhD program in MSE will be required to have a Bachelor's and/or a Master's degree in Materials Science & Engineering or a related discipline from an accredited college or university. Admission will be highly competitive and will be based on the applicant's transcripts, professional references, scores on the Graduate Record Examination (GRE) general test, and a statement of purpose. The statement of purpose should describe the applicant's research motivation, aptitudes, professional interests, and plans for the future. Students whose native language is not English must also pass the Test of English as a Foreign Language (TOEFL) with a minimum score as dictated by the College of Engineering. Admission to candidacy includes the requirement that the student passes the Comprehensive Exam (MSE 600) with a score of 80% or better. Students holding a Master of Science degree and who have evidence of conducting independent research, for example, through peer-reviewed publications, are encouraged to take the Comprehensive Exam within the first year of enrollment.

## 2A. CURRICULUM

**Describe the listing of new course(s), current course(s), credit hours per semester, and total credits to be included in the proposed program.**

The curriculum design is consistent with the nominal requirements found in the broad spectrum of Materials Science & Engineering programs at the doctoral level in the United States. The curriculum is more focused on regional needs and is consistent with the areas of specialization described in section 5A. Learning goals of the PhD include:

- Understand processing-structure-properties relationships as it relates to Dissertation work,
- Understand and independently implement robust experimental procedures for Dissertation work,
- Demonstrate sound data collection/analysis/interpretation for Dissertation work
- Possess ability to independently acquire and implement new knowledge via scientific inquiry, literature review, and self-study
- Possess the ability to transfer acquired technical knowledge via written and verbal communication
- Understand and demonstrate the importance of Dissertation work in a larger context of technological and/or societal importance.

Table 1 shows the requirements of the proposed program, followed by more detailed descriptions of non-credit requirements like the comprehensive examination and dissertation defense. The degree requirements, as shown in Table 1, will be included in the Graduate Catalog description of the program, with possible revisions determined by the Graduate College. The following curriculum has

been approved by the University Graduate Committee for inclusion in the fall 2012 catalogue pending further approvals of the program.

**Table 1: Degree Requirements**

<b>Doctor of Philosophy in Materials Science &amp; Engineering</b>	
<b>Course Number and Title</b>	<b>Min. Credits</b>
Required Core Courses MSE 605 Bonding and Structure of Materials ..... 4 MSE 608 Solid State Thermodynamics ..... 4 MSE 618 Phase Transformations and Kinetics ..... 4	12
Required Core Emphasis Course Choose at least one course from the following: PHYS 515 Solid State Physics ..... 3 MSE 510 Electrical, Optical, and Dielectric Materials ..... 3 MSE 512 Mechanical Behavior of Materials I ..... 3	3
Required Characterization Course Choose at least 3 credits from the following (or alternative characterization course(s) approved by the GPC) PHYS 523 Physical Methods of Materials Characterization ..... 3 MSE 521 Introduction to Electron Microscopy ..... 3 MSE 522 Advanced Transmission Electron Microscopy ..... 2 MSE 525 Surface Analysis ..... 3 CHEM 522 Spectroscopy ..... 3 CHEM 540 Spectroscopic Identification ..... 3 CHEM 560 Introduction to NMR Spectroscopy ..... 3	3
Required Processing Course Choose at least 3 credits from the following (or alternative processing course(s) approved by the GPC) MSE 540 Advanced Processing ..... 3 MSE 542 Ceramic Processing ..... 3 MSE 545 Nanoscale Processing ..... 3 ECE 540 Intro to Integrated Circuit Processing ..... 3 ECE 540L Introduction to Integrated Circuit Processing Lab ..... 1 ECE 541 Advanced Topics in Silicon Technology ..... 3 ECE 542 Photolithography ..... 3 ECE 543 Introduction to MEMS ..... 3	3
Other Graduate Courses Additional elective courses in Materials Science & Engineering or related fields as approved by the Supervisory Committee and by the coordinator of the Materials Science & Engineering Doctoral program.	15
MSE 601 Graduate Student Orientation	1
MSE 600 Assessment [Comprehensive Examination]	1
<b>Subtotal</b>	<b>38</b>
MSE 693 Dissertation (Pass/Fail)	30
<b>TOTAL</b>	<b>68</b>

**General Information:** The Doctor of Philosophy in Materials Science & Engineering degree requires completion of a prescribed course of study, satisfactory performance on a comprehensive exam, and completion of independent research that results in a publicly defended dissertation that contributes to the broad field of materials science and engineering. The MSE Graduate Student Handbook provides details on procedures and requirements for admission to the graduate program, admission to candidacy, and other procedural matters related to the PhD.

**Credit Requirements:** Courses applied to meet the 68-credit minimum requirement must be taken for a letter grade (A-F), except MSE 600 Assessment, MSE 601 Graduate Student Orientation, and MSE 693 Dissertation. MSE 600 will be graded P (Pass) or F (Fail), and MSE 693 Dissertation will initially be graded IP (In Progress) and later graded P or F depending on the outcome of the dissertation defense. MSE 601 is also graded P (Pass) or F (Fail) and must be taken during the first year a student is admitted to the MSE graduate program. All electives must be graduate courses in Materials Science & Engineering (MSE) or approved graduate or upper level undergraduate courses in other disciplines. On-campus graduate students are required to enroll for MSE 598 Seminar each and every semester, but MSE 598 may not be applied to meet the elective requirement. Students are expected to present their research in MSE 598 at least once during their graduate student tenure. With GPC approval, applicants admitted with an MS degree in Materials Science & Engineering or related discipline from an accredited college or university may transfer up to 22 credits of previous graduate course work toward the required credit total.

**Comprehensive Examination:** The objective of the comprehensive examination (MSE 600) is to judge depth and breadth of knowledge in Materials Science & Engineering. The examination is to be developed and administered by Comprehensive Exam Committee. A student should take the comprehensive examination prior to the end of their fourth semester. The outcome of the examination is determined by the Comprehensive Exam Committee, and must be one of the following: pass or fail. If a student fails the initial examination, the committee has the option of allowing a student to repeat the examination one time. If a repeat examination is granted by the Comprehensive Exam Committee, it must occur within 3 months of the initial examination. Failure of the Comprehensive Examination a second time results in dismissal from the PhD program.

**Teaching Requirement:** Doctoral students are not required to teach. However, working with a faculty mentor and the Center for Teaching and Learning (CTL), students in the PhD program may develop and deliver as the principal lecturer one 3-credit course at the undergraduate level. The teaching experience will usually occur in the later part of their program, following the Comprehensive Examination and prior to Dissertation Defense. Students must be recommended in writing to the Department Chair for teaching by the student's major advisor. Approval is highly selective and is granted through a departmental (3/4 majority) vote of tenured and tenure track faculty. Students approved to teach will register for MSE 650 Teaching Experience, and will work with their assigned mentor and the CTL to develop both the course structure and a scholarly experience in teaching.

**Dissertation Requirements:** The dissertation must be the result of independent and original research by the student and must constitute a significant contribution to Materials Science & Engineering knowledge equivalent to multiple, archival, peer-reviewed publications. The style and format of the dissertation are to conform to the standards of the Department of Materials Science & Engineering and the Graduate College.

**Dissertation Defense:** The final oral examination for a PhD student (the defense) must consist of three sequential parts in which the student presents and defends the dissertation research: 1) a public presentation, 2) a public question and answer session, and 3) a private question and answer session with a committee of experts known as the Defense Committee. The Defense Committee must include the entire Supervisory Committee plus a nonvoting graduate faculty representative (GFR) appointed by the Dean of the Graduate College. The GFR must be a member of the graduate faculty from a college not represented on the Supervisory Committee. The GFR conducts all three

parts of the final oral examination according to procedures established by the Graduate College. The outcome of the final oral examination can only be pass or fail and is determined by a majority vote of the Supervisory Committee (a tied vote is considered a failure). A student who fails the defense may be permitted to try again according to the rules established in the Graduate Catalog, but a second failure results in dismissal from the program.

**Final Approval of the Dissertation:** If the defense is completed with a result of pass, the Supervisory Committee prepares a statement describing final requirements such as additions or modifications to the dissertation and any additional requirements such as archiving of data. When these requirements have been met to the satisfaction of the Supervisory Committee, the final reading approval page of the dissertation is signed by the major advisor.

**Graduate Materials Science & Engineering Courses:** Catalog descriptions of existing and proposed graduate classes offered through the Department of Materials Science & Engineering are given in Appendix B. The current graduate curriculum will be augmented by the additions of nine new tenure-track faculty members who will join the program between 2011 and 2013 (three each year). The new faculty members will develop additional new graduate courses in the areas of their specialization, and contribute to the delivery of the undergraduate curriculum as appropriate.

## 2B. FACULTY

**Include the names of full-time faculty as well as adjunct/affiliate faculty involved in the program. Also, give the names, highest degree, rank and specialty. In addition, indicate what percent of an FTE position each faculty will be assigned to the program. Are new faculty required? If so, explain the rationale including qualifications.**

The Department of Materials Science & Engineering currently includes 8 full-time tenured and tenure-track (T/TT) faculty, 6 research faculty, and 12 affiliate faculty shown in the tables below. Curriculum Vitae for MSE tenured and tenure-track faculty, lecturers and research faculty are included in Appendix C. For comparison, Appendix D lists the number of tenure track and research faculty in MSE departments regionally where available from the National Science Foundation. In order to offer a sufficiently broad curriculum and to develop a research portfolio to support a PhD program with over 50 graduate students, a total of nine new T/TT faculty members will join the department between fall 2011 and fall 2013 (three each year). The number of required faculty was determined following a year long process of bench marking against peer institutions, and an assessment of teaching and research demands expected of faculty in the program. The assessment of needs was conducted by a committee of faculty from the Materials Science & Engineering, Physics, and Chemistry Departments and was presented to the faculty at two retreats for revisions and final concurrence. The curriculum and staffing requirements plan subsequently was reviewed and approved by the Department's Industrial Advisory Board (IAB). The new hires will be expected to have PhD degrees in Materials Science & Engineering or a related field. They will be expected to contribute to the department by teaching courses at both the graduate and undergraduate level, mentoring students, and establishing an externally funded research program that fits within the emphasis areas of the department. The Program FTE figures provided in the table below represent faculty effort at the end of year 3. All new hire T/TT faculty in the MSE department will be expected to increase their contribution to 0.2 FTE by the end of year 6.

<b>Tenure-Track Faculty in the Department of Materials Science &amp; Engineering (17)</b>			
<b>Name</b>	<b>Rank</b>	<b>Specialty</b>	<b>Program FTE</b>
D. Butt	Professor, Chair	Materials for Extreme Environments, Inorganic Materials Processing, Surfaces and Interfaces	0.05
J. Callahan	Professor, Assoc. Dean	Biomaterials	0.02
M. Frary	Associate Professor	Processing-structure-properties relationship in metals and ceramics	0.2
W. Hughes	Assistant Professor	Biomaterials and DNA nanotechnology	0.2
B. Knowlton	Professor	Gate oxides, biomaterials, electronic materials, nanophotonics, through-wafer interconnects	0.2
A. Moll	Professor, Interim Dean	Microelectronic packaging and ceramic microfluidic and micro analytical systems	0.02
P. Müllner	Professor	Formation and characterization of microstructures	0.2
R. Ubic	Associate Professor	Materials characterization, ceramics and dielectric materials	0.2
New Hire I	Assistant, Associate, or Full Professor Depending on Candidate Pool	Emphasis area consistent with departmental focus areas described in sections 1 and 5A.	0.15
New Hire II	Assistant, Associate, or Full Professor Depending on Candidate Pool	Emphasis area consistent with departmental focus areas described in sections 1 and 5A.	0.15
New Hire III	Assistant, Associate, or Full Professor Depending on Candidate Pool	Emphasis area consistent with departmental focus areas described in sections 1 and 5A.	0.15
New Hire IV	Assistant, Associate, or Full Professor Depending on Candidate Pool	Emphasis area consistent with departmental focus areas described in sections 1 and 5A.	0.05
New Hire V	Assistant, Associate, or Full Professor Depending on Candidate Pool	Emphasis area consistent with departmental focus areas described in sections 1 and 5A.	0.05
New Hire VI	Jointly Appointed Assistant, Associate, or Full Professor Depending on Candidate Pool	Emphasis area consistent with departmental focus areas described in sections 1 and 5A.	0.02
New Hire VII	Assistant, Associate, or Full Professor Depending on Candidate Pool	Emphasis area consistent with departmental focus areas described in sections 1 and 5A.	0.05
New Hire VIII	Assistant, Associate, or Full Professor Depending on Candidate Pool	Emphasis area consistent with departmental focus areas described in sections 1 and 5A.	0.05
New Hire IX	Jointly Appointed Assistant, Associate, or Full Professor Depending on Candidate Pool	Emphasis area consistent with departmental focus areas described in sections 1 and 5A.	0.02

<b>Affiliate Faculty (12)</b>			
<b>Faculty</b>	<b>Rank and Department</b>	<b>Specialty</b>	<b>Program FTE</b>
K. Campbell	Associate Professor, Electrical & Computer Engineering	Glass-based devices and electronic memories	0.02
C. Hanna	Chair, Professor, Physics	Theory, computation, and modeling	0.02
B. Kim	Associate Professor, Physics	Biophysics and condensed-matter	0.02
W. Kuang	Assistant Professor, Electrical & Computer Engineering	Nanophotonics, photonic bandgap material, Parallel computing	0.02
J. Lee	Assistant Professor, Chemistry and Biochemistry	Synthesis, fabrication, and properties of nanomaterials	0.02
M. Mitkova	Assistant Professor, Electrical & Computer Engineering	Nano-ionic conductive bridge non-volatile memory, amorphous semiconductors	0.02
J. Oxford	Professor, Biological Sciences	Function of extracellular matrix molecules in craniofacial and skeletal development	0.02
D. Plumlee	Assistant Professor, Mechanical & Biomedical Engineering	Ceramic-based micro-electrical mechanical systems, micro-fluidics, micro-propulsion	0.02
A. Punnoose	Professor, Physics	Condensed-matter and materials experimentation	0.02
P. Raghani	Assistant Professor, Physics	Computational physics of nanomaterials	0.02
D. Russell	Professor, Chemistry and Biochemistry	Electroanalytical chemistry	0.02
D. Tenne	Assistant Professor, Physics	Condensed-matter physics	0.02

<b>Lecturers, Research Faculty, and Key Research Staff in Materials Science &amp; Engineering (12)</b>			
<b>Faculty</b>	<b>Rank</b>	<b>Specialty</b>	
K. Allahar	Research Associate Professor	Electrochemistry and Corrosion	
J. Burns	Research Associate	Microstructural characterization in metals and alloys	
K. Chinnathambi	Post-doctoral Researcher	Irradiation effects on graphite	
S. Donovan	Lecturer	Process engineering	
E. Graugnard	Research Assistant Professor	DNA and biomachinery, bio-physics	
M. Hurley	Research Assistant Professor	Corrosion and environmental degradation of materials	
B. Jaques	Research Associate	Ceramic processing and microstructural studies	
D. Leu	Postdoctoral Researcher	Structural characterization of functional materials and electronic thin film materials and devices	
P. Lindquist	Research Assistant Professor	Electrochemical deposition of thin films, magneto-mechanical materials and MEMS devices.	

C. Watson	Research Associate	Atomic force microscopy, mechanical properties
J. Youngsman	Research Assistant Professor	Materials and structures for renewable energy
B. Yurke	Research Professor	DNA-nanotechnology, biomimetic materials and systems, soft condensed matter

The tenured and tenure track faculty, including affiliate faculty within the university, will teach the majority of courses in MSE and will serve as research advisors. Research Faculty will provide occasional topical courses in areas of their specialization at either the graduate or advanced undergraduate level by appointment to the Adjunct Faculty rank and will serve occasionally on Supervisory Committees. Supporting course work in other disciplines (Physics, Chemistry, Math, Biological Sciences, Electrical & Computer Engineering, Mechanical & Biomechanical Engineering, etc.) is available through existing graduate programs in other departments and is taught by faculty in those departments. It is anticipated that two to three of the new hires will have joint appointments in synergistic departments outside of MSE where outstanding candidates are identified.

## 2C. STUDENTS

**Briefly describe the students who would be matriculating into this program.**

This program will attract students from the state and region as well as from across the nation and internationally. Applicants will have Bachelor's and/or Master's degrees in MSE or a related discipline. They will typically plan to establish careers in basic or applied materials research and development in industry, academia, government agencies or national laboratories. The Chair of the MSE Department will continue to serve on the University Materials Council and the Department of Materials Science & Engineering will maintain membership in this organization. The Council gathers data each year on prospective graduate students from undergraduate programs in the United States and provides these data to Council members. Typically, the list includes the names of approximately 300 students, most of whom are planning to pursue PhD degrees. These students will serve as a base for program recruiting efforts. In addition, fliers and other promotional materials, and university visits will be used to recruit undergraduates from MSE and related programs across the U.S. Faculty members from MSE are frequently asked to deliver invited presentations at universities with undergraduate MSE programs; these presentations serve as an excellent mechanism for recruiting graduate students.

## 2D. INFRASTRUCTURE SUPPORT

**Clearly document the staff support, teaching assistance, graduate students, library, equipment, and instruments employed to ensure program success.**

### **Administrative Staff Support:**

The Department of Materials Science & Engineering administrative staff currently includes personnel that are shared with the Departments of Electrical & Computer Engineering (ECE) and Computer Science (CS). Combined, the three departments currently manage more than 90% of the College of Engineering research funds and approximately one-third of the research funds of the University. Creation of the PhD in MSE will require new staff in order to support the significant expansion of research and course offerings. Currently, the MSE department has only one appropriated line for staff. The other 4 staff members, shared with ECE and CS, are supported either through funds appropriated to those departments or through soft money (i.e., short term—usually 1-3 years—



funds obtained by faculty through grants and other extramural sources) obtained through returned overhead or specific projects. The current administrative staff includes:

- (1) Management Assistant (1.0 FTE funded by an appropriated line attached to the Electrical and Computer Engineering Department) who manages administrative services and business activities for the three departments described above as well as supports assessment, curriculum and catalog updates, course scheduling, and a number of other maintenance items.
- (2) Administrative Assistant Level 2 (1.0 FTE funded by an appropriated line attached to the Materials Science & Engineering Department) who supports all purchasing and travel functions for the three departments noted above.
- (3) Administrative Assistant 1 (1.0 FTE funded by an appropriated line attached to the Computer Science Department) who serves as a student support specialist and human resource liaison for the three departments. This position is responsible for initiating, tracking, and renewing employment contracts; processing graduate admission applications; maintaining student files; and supporting searches for new faculty and professional staff.
- (4) Technical Records Specialist 1 (1.0 FTE funded by an appropriated line attached to the Electrical and Computer Engineering Department) who provides support related to finances, including budget forecasting, account reconciliation, grant maintenance, p-card reconciliation.
- (5) Temporary Office Specialist 2 (0.80 FTE funded by soft funds from the Materials Science & Engineering Department) who assists with all aspects of travel and purchasing.

The program growth would necessitate hiring two additional office administrators (for a total of three office administrators dedicated to the MSE department) and a business manager as outlined in the budget tables below.

#### **Research Staff Support:**

Excluding research faculty and postdoctoral researchers, the department research staff currently includes the following:

- 1) Director of the Boise State Center for Materials Characterization (BSCMC) (0.1 FTE soft money), who oversees day-to-day operations of the Center. This proposal includes 0.1 FTE of support to permanently fund the additional duties of the BSCMC Director.
- 2) Research Staff (3.5 FTE soft money), who conduct hands on research, machining, and direct supervision and training of students.

As described in the budget section, this proposal includes 4 FTE of permanent funding to support the growth in MSE research lab operations and the BSCMC.

#### **Graduate Student Teaching Assistantships:**

The department currently has two Graduate Assistantships (\$24,000 stipend per academic year, plus fee waiver) used primarily to support the MS degree programs. The proposed PhD program would add 18 new Graduate Assistantships (\$27,000 stipend per academic year, plus fee waiver) phased in over three years (six per year). Each assistantship will employ a student for 20 hours/week during the 9-month academic year and 40 hours per week between semesters, and would be in the form of either a Teaching Assistantship (TA) that will aid curriculum delivery or Research Assistantship (RA) that will support research laboratories and facilities. The TAs provide T/TT faculty the student assistance necessary to support the teaching of MSE labs and upper division courses in the undergraduate curriculum. They play a critical role in the delivery of the undergraduate curriculum as well as provide real-world teaching experiences for graduate students – an important part of the

professional development of the graduate students, particularly at the PhD level. In addition, it is expected that individual faculty will have additional GA lines through sponsored research. It is estimated that the total number of GA positions for the department will average approximately 50 by 2016. As long as satisfactory performance is maintained, all students conducting research will be supported through stipends and tuition waivers to the point of completion of their research.

#### **Library Facilities:**

The current library facilities are sufficient to initiate the new graduate program, but will need to be augmented over time to include more electronic journal subscriptions and an increased spectrum of journal availability. These upgrades are part of the planned growth of the Library facilities and are needed to support a wide range of new research and graduate academic programs. All departments have access to serials titles through packages such as Elsevier ScienceDirect, Springer/Kluwer, and Wiley. As discussed below, the PhD program will augment library resources with an additional \$50k per year to cover additional texts, journal subscriptions and electronic resources that are required.

#### *Collection Statistics:*

Books .....	566,822
Bound Periodicals .....	93,865
Total periodicals, newspapers, and serials available - all sources .....	88,182
Online Databases .....	272
Microforms .....	1,442,989
Non-print Materials .....	44,809
Maps .....	101,394
Manuscripts (linear feet) .....	6,769
U.S. Documents .....	182,751
Textbooks, e-Books, Curriculum Resource Books, Browsing Books.....	25,214

#### *Library Facilities:*

Net Assignable Square Feet (estimate) .....	200,000
Seats .....	1,008
Public Terminals .....	113

#### *Library Staff:*

Librarians .....	20.92 (FTE)
Professional Staff .....	5.00 (FTE)
Other Staff .....	37.61 (FTE)
Student Assistants in 60-70 student positions .....	14.24 (FTE)
Total Staff .....	77.77 (FTE)

#### *Materials Science & Engineering information systems and search engines:*

Web of Science  
Compendex and INSPEC  
SciFinder Scholar

#### **Laboratories, Equipment, and Instrumentation:**

The Department of Materials Science & Engineering currently houses a number of research laboratories that will form the analytical foundation of the PhD program, and more are currently under construction or planned for the near future. For example, a new biomaterials laboratory is

currently under construction, and \$4.5M in new capital investments have been made available through the Micron, Inc. contribution.

Appendix E summarizes the specific equipment currently available to the program. The following briefly summarizes the major laboratories that house the equipment summarized in Appendix E.

1. Boise State Center for Materials Characterization (BSCMC)
2. Idaho Microfabrication Laboratory(IML)
3. MSE Surface Analysis Laboratory
4. Semiconductor Test Facility
5. Semiconductor Fabrication Cleanrooms
6. SPM/AFM Systems and Nanofabrication Laboratory
7. MSE Magnetic Materials Laboratory
8. MSE Mechanical Testing Laboratory
9. MSE Advanced Materials Laboratory
10. MSE Teaching Laboratory
11. MBE Low Temperature Co-Fired Ceramic Research Laboratory
12. Computer Laboratories
13. High Bay Teaching Laboratories
14. Machine Shop

## **2E. Future Plans**

**Discuss plans for the expansion or off-campus delivery of the proposed program.**

No plans currently exist to expand the program or deliver it off-campus. Some of the graduate classes offered through the department are expected to become available to students in other parts of the state or region via access-grid teleconference technology. There are currently strong collaborations with the University of Idaho, Idaho State University, and the Center for Advanced Energy Studies, and it is expected that these collaborations will be strengthened through the course offerings as well as research opportunities that will be created through the proposed PhD program.

## **3. DUPLICATION**

**If this program is unique to the state system of higher education, a statement to that fact is needed. However, if the program is a duplication of an existing program in the system, documentation supporting the initiation of such a program must be clearly stated along with evidence of the reason(s) for the necessary duplication. Describe the extent to which similar programs are offered in Idaho, the Pacific Northwest and states bordering Idaho. How similar or dissimilar are these programs to the program herein proposed?**

The proposed PhD program does not duplicate any program offered by the Idaho public system of higher education in the southwest Idaho service region, the primary service region of BSU. There are three universities within a six-hour drive of Boise with PhD programs in Materials Science & Engineering: University of Utah (340 miles), Washington State University (370 miles), and the University of Idaho (380 miles). The program at the University of Idaho resides in the Chemical and Materials Engineering Department. With the exception of Wyoming, the States bordering Idaho offer at least one MSE PhD; most have two or more universities offering such degrees. As is true of materials science programs in general, no two programs are alike due to the highly interdisciplinary nature of Materials Science & Engineering, and, consequently, the various emphases of the

departments are quite different. For example, a significant emphasis of the MSE program at BSU has been and will continue to be focused on nanoscale fabrication and materials for semiconductor device processing. By contrast, the program at University of Idaho grew out of the field of hydrometallurgy and mining and consequently has historically been strong in metallurgy, including extractive metallurgy. As noted above, the department at UI was recently merged with Chemical Engineering. They currently have MSE faculty with expertise in nuclear materials, electronic materials, and metallurgy. *Materials Science & Engineering faculty at UI and BSU have several strong research collaborations with extramural support between the two institutions in excess of \$1M. The creation of the PhD program at BSU is expected to strengthen these collaborations as well as collaborations with Physics, Chemistry, and Nuclear Engineering programs at both UI and ISU.*

The Chair of Materials Science & Engineering has discussed the proposed PhD with faculty and Department Chairs at the University of Utah, Washington State University, and the University of Idaho, as well as other departments that could benefit from the new PhD, such as the Nuclear Engineering programs at University of Idaho and Idaho State University, and the Aerospace Engineering program at Utah State University. All three neighboring schools with MSE PhD programs are supportive of the proposed program and have expressed a strong desire to collaborate or continue to collaborate through both research and distance learning. The synergy of such collaborations and cooperation would attract more students to both BSU and the other campuses, and will raise the reputation and quality of programs across the state. The establishment of a PhD program at BSU would support the growing need of local industries such as Micron, as well as more distant organizations such as the Idaho National Laboratory, with technical leaders and high level scientists and engineers in various fields of materials. The proposed PhD program would reside in a location within 20 miles or less of approximately half of the state's population, central to the technology core of the state.

#### 4. CENTRALITY

**Documentation ensuring that program is consistent with the Board's policy on role and mission is required. In addition, describe how the proposed program relates to the Board's current Statewide Plan for Higher Education as well as the institution's long-range plan.**

The following excerpts are from the current role and mission statement formulated by the State Board of Education (SBOE). The excerpts indicate that the proposed program is consistent with the SBOE intentions for Boise State University.

Boise State University "offers a variety of masters and ***select doctoral degrees***" and "conducts coordinated and ***externally funded research studies.***"

"Boise State University is a comprehensive, urban university serving a diverse population through undergraduate and ***graduate programs, research,*** and state and regional public service."

"Boise State University will formulate its academic plan and generate programs with primary emphasis on business and economics, ***Engineering,*** the social sciences, public affairs, the performing arts, and teacher preparation. Boise State University will give continuing emphasis in the areas of the health professions, the physical and biological sciences, and education and will maintain basic strengths in the liberal arts and sciences, which provide the core curriculum or general education portion of the curriculum."

## 5. DEMAND

Address student, regional and statewide needs.

- 5A. Summarize the needs assessment that was conducted to justify the proposal. The needs assessment should address the following: statement of the problem/concern; the assessment team/the assessment plan (goals, strategies, timelines); planning data collection; implementing data collection; dissemination of assessment results; program design and on-going assessment. (See the Board policy III.X., Outcomes Assessment)

***Statement of the Problem and Overall Needs Assessment***

*This proposal for an interdisciplinary PhD program in Materials Science & Engineering is the result of many factors, including: (1) increasing demand from local employers, (2) expressed interest from science and engineering students, (3) a national demand for MSE PhDs, (4) several strong, collaborative research programs between faculty in Materials Science & Engineering, Physics, and other departments, and (5) the rapid growth of the B.S. and M.S. programs in MSE at BSU. The PhD program will generate a significant number of qualified graduate students with extensive training in the key areas of the state's high-tech economy including semiconductor science, nanotechnology, and energy materials. The PhD in MSE is driven not only by surveys and observations of the Department, College and Departmental Industrial Advisory Boards, and the University, but also by the business community of Idaho.*

The needs assessment that lead to the proposal of a new PhD program in MSE included a synthesis of information gathered during the last five years from: (1) direct inquiries to the department and its faculty from potential students expressing their need to complete a PhD in MSE and desire to do so at Boise State; (2) conversations with the MSE Industrial Advisory Board, local industry, state and federal agency personnel in Idaho who have a need and interest in both the intellectual property and value created by a PhD in MSE and the student products that it would create; (3) discussions with research directors and program managers at the Idaho National Laboratory; and (4) analysis of job advertisements in national publications and recruitment centers seeking applicants with a PhD in MSE.

The direct student inquiries are discussed further in the next section as part of the description of likely sources of students. Attached letters of support are representative of the input obtained from prospective employers of MSE graduate students. Classified advertisements placed in the leading national publications and websites through MSE professional societies including TMS, the Materials Research Society, and the American Ceramic Society illustrate the employment opportunities for MSE PhD positions. The Materials Research Society, for example, currently has 83 positions posted requiring a PhD in MSE or closely related discipline, demonstrating the demand for doctoral students nationally.

***National Demand for PhDs in Materials Science and Engineering***

The global materials industry is worth an estimated \$550 billion, conservatively. Materials revolutionize our lives by offering advanced performance and new possibilities for design and usage. For example, the market for biocompatible materials has grown from a few to \$60B in the past decade. Market size is growing for materials in emerging areas such photonic materials, electronic and dielectric materials, functional coatings, and green materials. Due to the highly interdisciplinary nature of Materials Science & Engineering, students who graduate from MSE programs are recruited

into a wide range of disciplines. Materials Science & Engineering has synergy with all the engineering fields as well as many of the sciences, particularly chemistry, biology, and physics. PhDs in MSE are well suited for positions at national laboratories, such as INL, managerial and senior scientist or engineering professions in industry, and as teachers, researchers and faculty in academia.

*Because of the interdisciplinary and research-intensive nature of Materials Science & Engineering, the PhD (rather than the B.S. or M.S.) is arguably the terminal degree for most careers in the field. Consequently, a majority of students entering into Materials Science & Engineering graduate programs hope to obtain their PhD and view the MS as an intermediate step to that degree. A few examples illustrating the ratio of PhD to MS students include the University of Florida (180 PhD students, 6 MS students), Georgia Institute of Technology (270 PhD students, 40 MS students), and Drexel University (52 PhD students, 20 MS students).*

### ***Regional Demand for PhDs in Materials Science and Engineering***

Idaho's Treasure Valley currently supports semiconductor manufacturing, electronic products, software publishing, and engineering services. According to the US Small Business Administration (SBA), Idahoans start new businesses at three times the national average. In addition, technology accounts for more than 70% of all exports and 18% of all wages in Idaho. Although the entrepreneurial spirit of Idaho cannot be denied, neither can the influence of highly specialized manufacturers on the local economy. For example, the Hewlett-Packard Company and Micron Technology represent "surrogate" universities, helping bootstrap the Treasure Valley with world-class talent, intellectual capital, financial investment, and technological innovation. Idaho has been ranked first among the 50 U.S. states in patents and manufacturing investment per capita according to the Idaho Department of Commerce, a significant fraction of which are related to innovations in the use and design of materials.

In order to preserve the industrial vitality of Idaho, the state and community are investing in forward-thinking ideas and technology, supporting local industry via home-grown innovation, differentiating themselves from existing competitive markets, diversifying the current industrial portfolio to include nano/biotechnology, and transitioning from a manufacturing to a knowledge-based economy. As a consequence, *the Idaho Department of Commerce has identified 1) novel materials, 2) biological sciences, and 3) nanotechnology as central to the future of Idaho's economy. At the forefront of this effort is Boise State University with the Department of Materials Science & Engineering conducting research in all three areas through its interdisciplinary program. Recognizing the need for a stronger foundation in materials science in the region, Micron Technology, Inc. has generously donated \$13M, the largest donation in BSU history, to start the new MSE PhD at Boise State.* The following is a quote (see Appendix F for full letter) that emphasizes this point:

***"To maintain the core value of the company, we have to enhance research and development to generate better product ideas. One of the requirements to fulfill this task is the need of highly trained engineers. These qualified engineers should normally have PhD training with solid background in at least one or two disciplines in Engineering... Materials Science and Engineering is one of these disciplines and will become more and more important in the near future."***

*-Dr. Du Li, TEM Laboratory Manager, Micron Technology, Inc.*

Despite the recent financial challenges in the U.S., Idaho has maintained a fast-growing science and technology based economic sector, currently accounting for more than 25% of the gross state

product. The potential for economic expansion in this area is significant - however, based on the national census of 2000, Idaho was tied for 40<sup>th</sup> place among all states with only 6.8% of its population over the age of 25 holding a graduate degree (Bauman and Graf, 2003). In 2003, Idaho ranked 43rd in the production of doctorates in sciences and engineering (Burrelli, 2004). Data from the 2010 Census are not available for comparison at this time.

Because modern industry and its associated diverse economic activity depend on the availability of a skilled workforce in science and engineering, Idaho needs to augment graduate education in these areas to remain economically competitive on a regional and national basis. This perspective was reinforced by the Governor's Science and Technology Advisory Council in 2000, and the 2004 Reports of the Idaho Governor's Science and Technology Advisory Panel which identified several critical elements necessary to support the growth of a vibrant, knowledge-based economy in Idaho:

- 1) A research and development base
- 2) Highly skilled technical workforce
- 3) Entrepreneurial culture
- 4) Knowledge transfer mechanism
- 5) Technology infrastructure
- 6) Risk capital
- 7) Attractive quality of life

Advanced graduate education and research programs in science play a central role in addressing the majority of these individual points. Because much of the science and technology based economic growth in Idaho is occurring in the greater Boise metropolitan area, Boise State University has an important responsibility and role to play in meeting the growing need for delivery of advanced graduate degree programs in Idaho, particularly in high technology disciplines.

The Treasure Valley area of Idaho has the largest concentration of advanced materials-related manufacturing companies in the state, including Micron Technology and Hewlett-Packard. The continued success and growth of a regional high-technology economy, and the ability to attract other major companies, requires a research and development base and availability of a highly skilled technical workforce. Although 80% of Idaho residents are high-school graduates (as compared to 75% nationwide), the state ranks near the bottom in the production of new science and engineering doctoral degrees. For example, Idaho ranked 45<sup>th</sup> out of 50 states based on a survey conducted during 1998-2001. This is also reflected in the employment patterns of the major semiconductor companies in Idaho. For example, the pool of qualified science and engineering graduates in Idaho could only fill less than 30% of the scientist/engineer positions at the major semiconductor companies in Idaho based on the hiring data during 2002-2004. As a result of these disparities, Boise State University is expanding its offerings of undergraduate and graduate programs in science and engineering disciplines. Although there is unemployment among Treasure Valley residents, a large fraction of the high-tech job opportunities available within the state go to well qualified graduates from other states. Therefore, if more Idaho residents were qualified, local employers would be interested in hiring them.

To begin addressing the disparity in the numbers of technically educated Idahoans, BSU introduced an interdisciplinary Materials Science & Engineering masters degree (M.S.) program in 2002 by developing graduate courses with faculty from Physics, Electrical Engineering, and Mechanical Engineering departments along with the support of faculty from several other departments. The

program grew to 18 graduate students by the fall of 2006 and currently has approximately 30 students. According to a recent survey of the University Materials Council, Boise State is now one of the top masters degree producing MSE programs in the U.S. (Note: the survey includes responses from approximately 60% of the departments in the U.S.) The early growth of the masters programs in MSE encouraged the Micron Technology Foundation (Boise, ID) to donate \$2 million in 2004 to create a department of Materials Science & Engineering and to start an undergraduate (B.S.) program. The B.S. program grew to 50 undergraduate students in two years and currently stands at approximately 85 students. Figure 1 below depicts the student growth in the department since the inception of each program.

As discussed above, the PhD is considered by many employers as the terminal degree in Materials Science & Engineering. Consequently, recruiting graduate students or retaining the best students in the MSE program at BSU is difficult due to the absence of a PhD program. *A significant number of students that inquire about graduate studies in MSE at BSU are interested in a PhD and ultimately choose to go elsewhere when they discover that the option is not available. Consequently, the University and the state of Idaho are losing talented individuals to other states.*

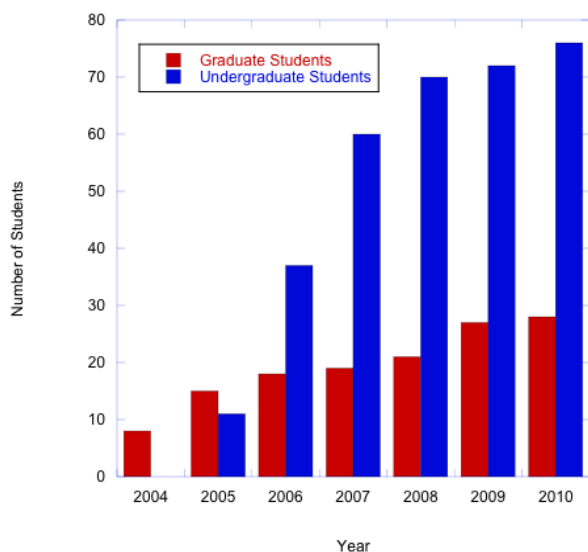


Figure 1. Growth of Boise State's bachelor's and master's degree programs since the department's inception in 2004

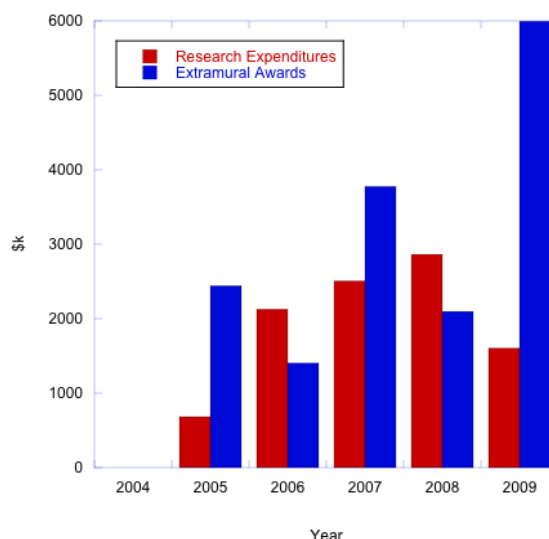


Figure 2. Research activity of Boise State's MSE faculty since the department's inception in 2004. (\$k = \$1000, multiply y-axis by 1000 to get values in actual dollars.)

The contributions of the Micron Foundation allowed the MSE department at BSU to recruit and retain a collection of outstanding faculty who have been highly successful at obtaining extramural support for research. In fact, the total research expenditures per tenure track-faculty member in the department ranks among the highest in the nation. In 2010, new grants in the department constituted approximately 18% of the University's total new research budget. As shown in Figure 2, since 2007, the department has had research expenditures near \$2 to \$3M per year and this number is projected to increase in the coming years. *Current projections for FY2011 indicate expenditures will exceed \$4M. Much of this research is conducted with a mix of graduate and undergraduate students. While the current approach has allowed BSU to develop one of the top undergraduate programs in the region with highly sought after students, many of these students leave Boise to*



*pursue graduate studies in other states. For examples, MSE graduates are currently or will be pursuing PhDs at Penn State, University of California-Santa Barbara, Cal Tech, Colorado School of Mines, Carnegie Mellon University, University of Texas, Washington State University, Arizona State University, and Oregon State University. At this date, we have no statistics on what happens to those students after receiving their doctorates, but it is expected that many may not return to the region having found positions through their graduate institutions. Having a PhD program in Boise will allow us to retain a greater percentage of Idaho's top engineering and science students.*

As stated above, the department has a broad spectrum of specializations, including semiconductor device reliability, microelectronic packaging, shape memory alloys, nanotechnology, DNA machinery, materials for energy applications, environmental degradation, materials for extreme environments, biomaterials and bio-machinery, materials characterization, and materials modeling. In addition, the department has considerable interest and activities in Science, Technology, Engineering, and Math (STEM) education and outreach. These areas of research are highly synergistic with local industries, including Micron Technology, Hewlett Packard, and Idaho National Laboratory (INL). Through this new PhD, the department intends to recruit faculty that are complimentary to these research and educational areas as well as fill gaps in needs for local industry.

*The MSE department at BSU has gained a strong national and international reputation. Bringing this department to the status of a PhD program will not only improve workforce skills for the local industry, but will also provide opportunities for creating new intellectual property (IP) and businesses in the region, as well as attract industry to the region that can leverage the department's expertise.*

## **5B. Students**

**Explain the most likely source of students who will be expected to enroll (full-time, part-time, outreach, etc.). Document student demand by providing information you have about student interest in the proposed program from inside and outside the institution.**

**Differentiate between the projected enrollment of new students and those expected to shift from other program(s) within the institution.**

Students in the program are expected to be full-time students in residence, conducting their coursework and dissertation research for approximately 4 - 5 years. It is expected that approximately one-third to one-half of these students will be graduates of B.S. and M.S. programs in the state or region, and we expect the balance of students to come from high-quality science and engineering programs across the U.S. or from respected international programs. This expectation is based on the current graduate program composition and inquiries received by faculty members in the MSE Department about the possibility of working on a PhD under their supervision.

Another source of student interest comes from graduates of our existing B.S and M.S. programs; some of the strongest students coming out of our existing programs have expressed the desire to continue their education and pursue a PhD in MSE at Boise State, but the lack of a program prevents them from doing so. Some of these students have stopped their education short of achieving the terminal degree and are currently waiting for the PhD to be created at BSU. Among those that have gone on to pursue a PhD, all but one have chosen to leave the state in search of a program that suits their specific interests. The single exception is a student pursuing a PhD in Nuclear Engineering at Idaho State University. As noted above, other graduates are attending universities such as Penn State, University of California-Santa Barbara, Cal Tech, Colorado School of Mines, Carnegie Mellon University, University of Texas, Washington State University, Arizona State University, and Oregon

State University. Of those students that have left the state to pursue a PhD, only one, a Washington State University doctoral recipient, has returned to Idaho to date.

The MSE graduate programs are interdisciplinary in nature. Consequently, students in the PhD program are expected to come from a variety of other disciplines including Physics, Chemistry, Biology, Mechanical Engineering, and Electrical and Computer Engineering. These studies will come from a variety of institutions in the region including regional liberal arts colleges like Northwest Nazarene University and the College of Idaho. It is expected that students will enter the MSE PhD program as BS or MS students and will not shift from other PhD programs within the institution. Therefore, the PhD program would not compete with other programs but would provide an additional higher education option to students in other departments that might go elsewhere for an advanced degree.

As discussed above, there are excellent job opportunities for students holding PhDs in MSE. For example, more than 80 ads are currently open on the MRS jobs web site specifically for PhD holding MSE graduates. The MSE Department at BSU has a jobs website that currently lists 150 prospective employers, a majority of which are within Idaho:

([https://sites.google.com/a/boisestate.edu/mse\\_connections/](https://sites.google.com/a/boisestate.edu/mse_connections/)).

Currently, Micron is advertising for 21 positions that call for a degree in Materials Science and Engineering, and at least 35 other positions are being advertised for in Idaho jobs listings for materials science related positions, including six manufacturing engineers, nine quality engineers, and twenty process engineers.

#### **5C. Expansion or Extension**

**If the program is an expansion or extension of an existing program, describe the nature of that expansion or extension. If the program is to be delivered off-campus, summarize the rationale and needs assessment.**

Not applicable to the proposed program. No expansion is anticipated.

#### **6. RESOURCES**

##### **Fiscal impact and budget**

**On this form, indicate the planned FTE enrollment, estimated expenditures, and projected revenues for the first three fiscal years (FY) of the program. Include both the reallocation of existing resources and anticipated or requested new resources. Second and third year estimates should be in constant dollars. Amounts should reflect explanations of subsequent pages. If the program is a contract related, explain the fiscal sources and the year-to-year commitment from the contracting agency(ies) or party(ies).**

##### **I. PLANNED STUDENT ENROLLMENT**

The program will matriculate approximately 6 to 12 new PhD students per year, reaching a steady-state enrollment of approximately 50 students by the sixth year. Students will be funded by a combination of appropriated and grant-funded assistantships. For purposes of projecting the first three years, we have assumed matriculation of ten new doctoral eligible students in the first year of the program, ten in the second year, and five in the third year. This is based on the assumption that there is an immediate demand that will lead to a number of early applicants in 2012-13. Following

the initial demand and influx of students, the number of accepted applicants will grow steadily to a steady state level that equates to approximately 2-5 PhD students per T/TT faculty, or an average of 50 students overall. The proposed program will begin in FY13 (fall 2012). However, initial investments, hires, and recruiting will begin in FY12.

	FY 12		FY 13		FY 14	
	FTE	Headcount	FTE	Headcount	FTE	Headcount
A. New enrollments	10	10	20	20	25	25
B. Shifting enrollments	0	0	0	0	0	0

## II. EXPENDITURES

### A. Personnel Costs

	FY 12		FY 13		FY 14	
	FTE	Cost	FTE	Cost	FTE	Cost
1. Faculty	3	\$300,000	6	\$603,461	9	\$938,077
2. Administrators						
3. Adjunct faculty						
4. Graduate/instructional assistants	6	\$180,000	12	\$360,000	18	\$540,000
5. Research personnel						
6. Support personnel	10	\$429,028	10	\$445,496	10	\$446,458
7. Fringe benefits		\$275,472		\$402,044		\$537,466
8a. Other: Faculty Startup		\$750,000		\$750,000		\$750,000
8b. Other: Graduate Fees		\$48,000		\$96,000		\$144,000
<b>Total FTE Personnel and Costs</b>	<b>19</b>	<b>\$1,982,499</b>	<b>28</b>	<b>\$2,657,001</b>	<b>37</b>	<b>\$3,376,000</b>

**B. Operating Expenditures**

	FY 12	FY 13	FY 14
1. Travel	\$30,000	\$30,000	\$30,000
2. Professional services			
3. Other services			
4. Communications	\$15,000	\$15,000	\$15,000
5. Utilities			
6. Materials & supplies	\$25,000	\$25,000	\$25,000
7. Rentals			
8. Repairs & maintenance	\$75,000	\$75,000	\$75,000
9. Materials & goods for manufacture & resale			
10. Miscellaneous	\$5,000	\$5,000	\$5,000
<b>Total Operating Expenditures</b>	<b>\$150,000</b>	<b>\$150,000</b>	<b>\$150,000</b>

**C. Capital Outlay**

	FY 12	FY 13	FY 14
1. Library Resources	\$50,000	\$50,000	\$50,000
2. Equipment	\$1,500,000	\$1,500,000	\$1,384,500
<b>Total Capital Outlay</b>	<b>\$1,550,000</b>	<b>\$1,550,000</b>	<b>\$1,434,500</b>

**D. Total Physical Facilities or Major Renovation**

	FY 12	FY 13	FY 14
<b>Total Physical Facilities or Major Renovation</b>			

Facility expansions or renovations are not included in the above budget; however, new space will be required to accommodate program growth supporting the proposed PhD program. It is estimated that to accommodate office and laboratory needs for new faculty, staff and students, approximately 19,200 ft<sup>2</sup> will be required. All efforts will be made to satisfy these requirements within the existing facilities of the home departments of the new faculty members, however, it is expected that additional new or renovated space will be required to accommodate the full six year projected growth.

**E. Indirect Costs (overhead)**

	FY 12	FY 13	FY 14
<b>Total Indirect Costs (overhead)</b>	-	-	-

**GRAND TOTAL EXPENDITURES**

	FY 12	FY 13	FY 14
<b>Grand Total Expenditures</b>	\$3,682,499	\$4,357,001	\$4,960,500

**III. REVENUES****A. Source of Funds**

	FY 12	FY 13	FY 14
1. Appropriated funds – reallocation -- MCO			
2. Appropriated funds – new – above MCO			
3. Federal funds			
4. Other grants			
5. Fees			
6. Other (Micron Technology)	\$3,682,499	\$4,357,001	\$4,960,500
<b>Grand Total Revenues</b>	\$3,682,499	\$4,357,001	\$4,960,500

**B. Nature of Funds**

	FY 12	FY 13	FY 14
1. Recurring*	\$1,432,499	\$2,107,001	\$2,826,000
2. Non-recurring**	\$2,250,000	\$2,250,000	\$2,134,500
<b>Grand Total Revenues</b>	\$3,682,499	\$4,357,001	\$4,960,500

\* Recurring is defined as ongoing operating budget for the program which will become part of the base.

\*\* Non-recurring is defined as one-time funding in a fiscal year and not part of the base.

**a. Faculty and Staff Expenditures**

Project for the first three years of the program, the credit hours to be generated by each faculty member (full-time and part-time), graduate assistant, and other instructional personnel. Also indicate salaries. After total student credit hours, convert to an FTE student basis. Please provide totals for each of the three years presented. Salaries and FTE students should reflect amounts shown on budget schedule.

The tables below illustrate the anticipated student credit hour production and the Faculty salary costs associated with credit hour production for the first three years of the program. Estimated FTE assignment to the program is based on considering distribution of effort in each of the three principal areas of activity for tenure-track faculty – teaching, research, and service – and the following assumptions: (1) the steady state graduate student population in the department will be composed of approximately two-thirds PhD students and one-third MS students; (2) teaching loads for tenure-track faculty involved in mentoring PhD students will be approximately two 3-credit classes per academic year; (3) for most tenure-track graduate faculty, at least one of the classes will be at the graduate level (some may be cross listed as upper division undergraduate classes); and (4) MSE faculty will offer one class per year that is relevant to students in the PhD program.

### FY 12 Faculty Expenditures

Name, Position, and Rank	Annual Salary Rate	% FTE Assignment to this Program	Program Salary Dollars	Projected Student Credit Hours	FTE Students
D. Butt, Chair, Professor	\$120,459	5%	\$6,023	8	0.33
J. Callahan, Assoc. Dean, Professor	\$154,336	2%	\$3,087	3	0.13
B. Knowlton, Professor	\$98,448	30%	\$29,534	48	2.0
A. Moll, Interim Dean, Professor	\$98,447	2%	\$1,969	3	0.13
P. Mullner, Professor	\$97,927	30%	\$29,378	48	2.0
M. Frary, Assoc. Professor	\$87,298	15%	\$13,095	24	1.0
W. Hughes, Asst. Professor	\$74,007	15%	\$11,101	24	1.0
R. Uvic, Assoc. Professor	\$93,000	13%	\$12,090	22	1.0
New Hire I	\$95,000	5%	\$4,750	8	0.33
New Hire II	\$95,000	5%	\$4,750	8	0.33
New Hire III	\$95,000	5%	\$4,750	8	0.33
C. Hanna, Chair, Professor, Physics	\$83,824	2%	\$1,676	3	0.13
J. Oxford, Professor, Biology	\$102,733	2%	\$2,055	3	0.13
A. Punnoose, Professor, Physics	\$75,255	2%	\$1,505	3	0.13
D. Russell, Professor, Chemistry	\$66,560	2%	\$1,331	3	0.13
K. Campbell, Assoc. Professor, Electrical Engr.	\$92,248	2%	\$1,845	3	0.13
B. Kim, Assoc. Professor, Physics	\$61,319	2%	\$1,226	3	0.13
M. Mitkova, Asst. Professor, Electrical Engr.	\$88,463	2%	\$1,769	3	0.13
W. Kuang, Asst. Professor, Electrical Engr.	\$80,642	2%	\$1,613	3	0.13
J. Lee, Asst. Professor, Chemistry	\$52,000	2%	\$1,040	3	0.13
D. Plumlee, Asst. Professor, Mechanical Engr.	\$74,173	2%	\$1,483	3	0.13
P. Raghani, Asst. Professor, Physics	\$56,015	2%	\$1,120	3	0.13
D. Tenne, Asst. Professor, Physics	\$56,597	2%	\$1,132	3	0.13
Total			\$138,323	240	10

**FY 12 Assumptions:**

- Typical faculty will provide 6 credits per semester of graduate level lecture/dissertation credits.
- 30 workload units/year are required of each faculty member.
- Therefore, generating graduate credits is 20% of average annual effort.
- Year 1 graduate student enrollment projected increase is 10 students.
- One FTE graduate student will enroll in 24 credits per year.
- Year 1 credit hours generated will be 10 students x 24 credit hours/student = 240 credit hours.
- New hire faculty will not assume full 20% graduate effort in first year.

**FY 13 Faculty Expenditures**

Name, Position, and Rank	Annual Salary Rate	% FTE Assignment to this Program	Program Salary Dollars	Projected Student Credit Hours	FTE Students
D. Butt, Chair, Professor	\$124,073	5%	\$6,204	14	0.6
J. Callahan, Assoc. Dean, Professor	\$158,966	2%	\$3,179	6	0.2
B. Knowlton, Professor	sabbatical	-	-	-	-
A. Moll, Interim Dean, Professor	\$101,400	2%	\$2,028	6	0.2
P. Mullner, Professor	\$100,865	20%	\$ 20,173	56	2.3
M. Frary, Assoc. Professor	\$89,917	20%	\$17,983	56	2.3
W. Hughes, Asst. Professor	\$76,227	20%	\$15,245	56	2.3
R. Uvic, Assoc. Professor	\$95,790	20%	\$19,158	56	2.3
New Hire I	\$98,077	15%	\$14,712	42	2.0
New Hire II	\$98,077	15%	\$14,712	42	2.0
New Hire III	\$98,077	15%	\$14,712	42	2.0
New Hire IV	\$98,077	5%	\$4,904	16	0.6
New Hire V	\$98,077	5%	\$4,904	16	0.6
New Hire VI (Affiliate)	\$98,077	2%	\$1,962	6	0.2
C. Hanna, Chair, Professor, Physics	sabbatical	-	-	-	-
J. Oxford, Professor, Biology	\$105,815	2%	\$2,116	6	0.2
A. Punnoose, Professor, Physics	\$77,513	2%	\$1,550	6	0.2
D. Russell, Professor, Chemistry	\$68,557	2%	\$1,371	6	0.2
K. Campbell, Assoc. Professor, Electrical Engr.	\$95,015	2%	\$1,900	6	0.2
B. Kim, Assoc. Professor, Physics	\$63,159	2%	\$1,263	6	0.2
M. Mitkova, Asst. Professor, Electrical Engr.	\$91,117	2%	\$1,822	6	0.2
W. Kuang, Asst. Professor, Electrical Engr.	\$83,061	2%	\$1,661	6	0.2
J. Lee, Asst. Professor, Chemistry	\$53,560	2%	\$1,071	6	0.2
D. Plumlee, Asst. Professor, Mechanical Engr.	\$76,398	2%	\$1,528	6	0.2
P. Raghani, Asst. Professor, Physics	\$57,695	2%	\$1,154	6	0.2
D. Tenne, Asst. Professor, Physics	\$58,295	2%	\$1,166	6	0.2
<b>Total</b>			<b>\$156,478</b>	<b>480</b>	<b>20</b>

**FY 13 Assumptions:**

- Typical faculty will provide 6 credits per semester of graduate level lecture/dissertation credits.
- 30 workload units/year are required of each faculty member.
- Therefore, generating graduate credits is 20% of average annual effort.
- Year 2 graduate student enrollment projected increase is 10 students.
- One FTE graduate student will enroll in 24 credits per year.
- Year 2 credit hours generated will be 20 students x 24 credit hours/student = 480 credit hours.

- New hire faculty will not assume full 20% graduate effort in first year.
- Assume one sabbatical leave in MSE faculty and one sabbatical leave in affiliate faculty
- New Hire VI will be in affiliate department

**FY 14 Faculty Expenditures**

Name, Position, and Rank	Annual Salary Rate	% FTE Assignment to this Program	Program Salary Dollars	Projected Student Credit Hours	FTE Students
D. Butt, Chair, Professor	\$127,795	5%	\$6,390	16	0.7
J. Callahan, Assoc. Dean, Professor	\$163,735	2%	\$3,275	7	0.3
B. Knowlton, Professor	\$104,443	20%	\$20,889	67	2.7
A. Moll, Interim Dean, Professor	\$104,442	2%	\$2,089	7	0.3
P. Mullner, Professor	sabbatical	-	-	-	-
M. Frary, Assoc. Professor	\$92,614	20%	\$18,523	67	2.7
W. Hughes, Asst. Professor	\$78,514	20%	\$15,703	67	2.7
R. Ubic, Assoc. Professor	\$98,664	20%	\$19,733	67	2.7
New Hire I	\$102,564	15%	\$15,385	49	2.0
New Hire II	\$102,564	15%	\$15,385	49	2.0
New Hire III	\$102,564	15%	\$15,385	49	2.0
New Hire IV	\$102,564	5%	\$5,128	16	0.7
New Hire V	\$102,564	5%	\$5,128	16	0.7
New Hire VI (Affiliate)	\$102,564	2%	\$2,051	7	0.3
New Hire VII	\$102,564	5%	\$5,128	16	0.7
New Hire VIII	\$102,564	5%	\$5,128	16	0.7
New Hire IX (Affiliate)	\$102,564	2%	\$2,051	7	0.3
C. Hanna, Chair, Professor, Physics	\$88,929	2%	\$1,779	7	0.3
J. Oxford, Professor, Biology	sabbatical	-	-	-	-
A. Punnoose, Professor, Physics	\$79,838	2%	\$1,597	7	0.3
D. Russell, Professor, Chemistry	\$70,614	2%	\$1,412	7	0.3
K. Campbell, Assoc. Professor, Electrical Engr.	\$97,866	2%	\$1,957	7	0.3
B. Kim, Assoc. Professor, Physics	\$65,053	2%	\$1,301	7	0.3
M. Mitkova, Asst. Professor, Electrical Engr.	\$93,850	2%	\$1,877	7	0.3
W. Kuang, Asst. Professor, Electrical Engr.	\$85,553	2%	\$1,711	7	0.3
J. Lee, Asst. Professor, Chemistry	\$55,167	2%	\$1,103	7	0.3
D. Plumlee, Asst. Professor, Mechanical Engr.	\$78,690	2%	\$1,574	7	0.3
P. Raghani, Asst. Professor, Physics	\$59,426	2%	\$1,189	7	0.3
D. Tenne, Asst. Professor, Physics	\$60,044	2%	\$1,201	7	0.3
Total			\$174,070	600	25



FY 14 Assumptions:

- Typical faculty will provide 6 credits per semester of graduate level lecture/dissertation credits.
- 30 workload units/year are required of each faculty member.
- Therefore, generating graduate credits is 20% of average annual effort.
- Year 3 graduate student enrollment projected increase is 5 students.
- One FTE graduate student will enroll in 24 credits per year.
- Year 3 credit hours generated will be 25 students x 24 credit hours/student = 600 credit hours.
- New hire faculty will not assume full 20% graduate effort in first year.
- Assume one sabbatical leave in MSE faculty and one sabbatical leave in affiliate faculty
- New Hire IX will be in affiliate department

The program is anticipated to reach steady-state enrollment after five or six years, with a total student FTE between 40 and 60.

**Project the need and cost for support personnel and any other personnel expenditures for the first three years of the program.**

Anticipated costs and revenues to support Administrative Staff, Research Staff, and Other Staff associated with the PhD program in the first three years are shown in the tables below:

**FY 12 Staff Expenditures**

Position	Annual Salary Rate	FTE Assignment to this Program	Program Salary Dollars	Percent of Salary Dollars to Program
Business Manager	\$60,150	1.0	\$60,150	100%
Admin Support	\$27,397	2.0	\$54,795	100%
Technical Support	\$51,481	4.0	\$205,926	100%
IT Support	\$52,985	1.0	\$52,985	100%
Professional Advising	\$27,586	2.0	\$55,172	100%

**FY 13 Staff Expenditures**

Name, Position, and Rank	Annual Salary Rate	FTE Assignment to this Program	Program Salary Dollars	Percent of Salary Dollars to Program
Business Manager	\$62,500	1.0	\$62,500	100%
Admin Support	\$28,253	2.0	\$56,507	100%
Technical Support	\$53,333	4.0	\$213,334	100%
IT Support	\$55,224	1.0	\$55,224	100%
Professional Advising	\$28,965	2.0	\$57,931	100%

**FY 14 Staff Expenditures**

Name, Position, and Rank	Annual Salary Rate	FTE Assignment to this Program	Program Salary Dollars	Percent of Salary Dollars to Program
Business Manager	\$64,394	1.0	\$64,394	100%
Admin Support	\$29,109	2.0	\$58,219	100%
Technical Support	\$55,970	4.0	\$223,881	100%
IT Support	\$57,895	1.0	\$57,895	100%
Professional Advising	\$31,034	2.0	\$62,069	100%

The following are job descriptions for the required additional Technical Support Staff:

**Skilled Mechanic/Machinist:**

The skilled mechanic will upgrade existing experimental apparatus and develop new research instruments for the MSE Department. This individual will work closely with faculty and graduate students during all stages of instrument development projects including planning, design, fabrication, and installation.

**BSCMC Characterization Staff Engineer:**

This individual will have technical and engineering skills and have responsibilities in three areas for the department. The first area concerns service and maintenance of sample-preparation and materials characterization instruments housed in the Boise State Center for Materials Characterization (BSCMC), and contact to the vendors of instruments and laboratory supply. The second task is to provide training and characterization services for graduate students and senior users at characterization and sample preparation instruments. A third group of tasks consists in repairing and upgrading instruments and in developing new characterization capabilities.

**Nanoscience & Technology Characterization and Professional Development Staff Engineer:**

This individual will have technical and engineering skills in and provide characterization support for nanoscience and bionanotechnology in the department by maintaining and developing surface science characterization methodologies such as surface probe microscopy techniques, upgrading instrumentation, and contacting vendors of instruments and laboratory supplies. Additionally, the individual will train users such as undergraduate and graduate students and facilitate student research by working closely with the students to educate them and teach them the skills they need to perform their own research. Furthermore, the individual will maintain inventory and purchase consumables, equipment and chemicals and ensure that appropriate safety procedures are in place and that all users are trained and operate the equipment and perform experiments safely. In addition, the individual will provide reports where appropriate on research conducted in the surface probe microscopy laboratory and assist in disseminating the results of research. Lastly, the individual will train senior undergraduates in professional development via senior projects that interface students with technology-based industry and research groups. Professional development includes project and time management, acquiring and organization of current technology information, technical writing, design of experiments, team work, and performing extended experiments, analysis of data and professional presentation of findings.

**Electromechanical Technician:**

The person shall have a background as an electrical and mechanical engineer and provide support for faculty including designing, building, and maintaining instrumentation/equipment in research and

teaching labs. The person will also support classroom demonstrations and outreach opportunities for the Department of Materials Science & Engineering.

The Department of Materials Science & Engineering currently funds a single full-time administrative assistant (AAll) but would augment administrative personnel to include the following positions:

**Business Manager:**

Provides support to research administration, reporting, and research proposal preparation. Provides leadership in delegating administrative responsibilities to staff.

**Administrative Assistant 2:**

Supports academic activities such as assessment, curriculum changes, catalog updates, and course scheduling. Also provides some amount of student support related to graduate applications, assistantships, and forms.

**Administrative Assistant 2:**

Provides purchasing support, coordinates textbook adoption, facilitates meetings and events, and manages user support requests such as those related to facilities, operations, and maintenance.

**Administrative Assistant 2:**

Provides travel support including estimates, travel authorizations, reservations, and post-travel reimbursement.

It is expected that recruitment for the two new administrative positions would begin in June 2011 so as to finalize hiring in early 2011. There will be a period of transition during which existing administrative support personnel cross-train with new administrative personnel to create a smooth transition for all three departments currently supported by the existing administrative support team.

In addition, because the scope, complexity, and overall demands placed on the staff will exceed the capacity of the three administrative support positions above, two to three staff persons supported on soft money will be brought on during the first two years of the program. Given the volume of research and academic activity supported by the support staff, the Department will need an office manager with increased responsibility and decision-making authority. Thus, one of the administrative positions will likely be upgraded to the title of Administrative Services Supervisor.

**b. Administrative Expenditures**

**Describe the proposed administrative structure necessary to ensure program success and the cost of that support. Include a statement concerning the involvement of other departments, colleges, or other institutions and the estimated cost of their involvement in the proposed program**

See preceding section for a description of the department administrative staff necessary to ensure program success. Regarding involvement of other departments, colleges or institutions, students in the program will utilize graduate course work available in a few other departments on a case-by-case basis (primarily Physics, Chemistry, Biology, Mechanical Engineering, Electrical and Computer Engineering, and Geosciences), and may invite participation of faculty in other departments on their

Supervisor Committee depending on their individual dissertation research topics. However, the amount of administrative expenditures or other costs to supporting departments, colleges or institutions is anticipated to be negligible and is not reflected quantitatively in the analysis of program impacts presented here.

**c. Operating Expenditures (travel, professional services, etc.)**

**Briefly explain the need and cost for operating expenditures.**

- Travel – during the first three years of the program there will be travel expenses associated with recruiting trips for prospective candidates.
- Communications – general administrative expense associated with new hires.
- Materials & supplies – general administrative expense plus an increased requirement to produce materials to promote the new degree program and recruit students to participate in the program.
- Repairs & maintenance – expenses associated with service contracts and maintenance of laboratory instrumentation. Estimate based on 15% per year of acquisition cost for new instrumentation plus existing service contracts.
- Miscellaneous – general administrative expense increase with additional headcount.

**d. Capital Outlay**

**(1) Library resources**

**(a) Evaluate library resources, including personnel and space. Are they adequate for the operation of the present program? If not, explain the action necessary to ensure program success.**

The Department of Materials Science & Engineering is working closely with the Library Liaison and Associate Dean of Libraries to identify and review information sources needed for the new program. In addition, a line item (\$50k/year) for supplemental library funding has been incorporated into the proposed program budget that will assist the library in the procurement of materials science-specific journals and other relevant library information sources. These funds will be permanent and allocated directly to the library.

The following additional resources identified by the current MSE faculty members will be added to the library collection as budgeted in the sections above (the costs listed for journals represent annual subscription fees):

*Resources identified by current Materials Science and Engineering faculty*

Journal of Bionanoscience	\$ 1,630
Inorganic Crystal Structure Database	\$ 2,501
Nature Materials	\$ 3,224
Nature Nanotechnology	\$ 3,224
Nature Biotechnology	\$ 3,110
Nature Chemistry	\$ 4,244

Nature Physics	\$ 3,394
Phase Equilibria Diagrams	\$ 1,695
Small	\$ 3,242
Springer Materials - The Landolt-Bornstein Database	\$11,336

*Resources identified by library liaison Beth Brin and other faculty*

Alloy Diagram Center Online	\$ 2,100
Thermophysical Properties of Matter Database	\$ 5,000
Web Thermo Tables - Professional Edition	\$ 2,300

*Additional Monograph and Serials Support*

Additional annual funds for monograph purchases	\$ 3000
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**TOTAL            \$50,000**

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

Both the monograph and serials budgets for Materials Science & Engineering will be expanded over time to include more electronic journal subscriptions and an increased spectrum of journal availability. The Library resource base for the PhD program will continue to sustain the other MS and BS programs in the department as well, because a library sufficient to support PhD research in Materials Science & Engineering is also capable of supporting the other programs at little additional cost.

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

Not Applicable.

**(2) Equipment/Instruments**

**Describe the need for any laboratory instruments, computer(s), or other equipment. List equipment, which is presently available and any equipment (and cost) which must be obtained to support the proposed program.**

Appendix E provides a detailed list of existing equipment in MSE and other departments that are accessible to the PhD program. In addition, the department will receive \$1.5M/year for three years from the industrial donation that will help fund the necessary infrastructure to support the PhD program. An additional \$750k/year in start up funds for new faculty will be used to provide specific instrumentation and equipment needs for each individual.

## e. Revenue Sources

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

As is depicted in Section 6.a. of this proposal, the proposed program will be supported for its first three years (FY12, 13, 14) by a pending donation of approximately \$13 million from Micron Technology, Inc. Of that amount, a total of \$6,365,500 (over 3 years) will fund recurring needs such as personnel and operating expenses. The remainder will fund non-recurring needs such as equipment. The final year's budget provides a reasonable approximation of the recurring funding needed to sustain the program; that amount totals \$2,826,000 per year. That sustained funding would pay for 9 faculty members, 18 graduate assistants, 10 support staff, \$150,000 of operating expenditures, and \$50,000 of library expenditures.

Our strategy for funding recurring costs of the proposed program will be similar to that used to fund our relatively new PhD in Electrical and Computer Engineering. During the first three years of the program we will accrue the needed reallocation of appropriated funding through a combination of salary savings derived from the replacement of retired senior faculty with new junior faculty and fee revenues that result from increased enrollment. Our primary focus will be on replacing the grant funding for faculty members and staff members with appropriated funding. We anticipate that some portion of the remaining required funding will be derived from overhead costs from grants as well as other sources.

- (2) If an above Maintenance of Current Operations (MCO) appropriation is required to fund the program, indicate when the institution plans to include the program in the legislative budget request.**

There is not a plan to request MCO funds as part of a legislative appropriation.

- (3) Describe the federal grant, other grant(s), special fee arrangements, or contract(s) to fund the program. What does the institution propose to do with the program upon termination of those funds?**

Please see section (1) above for discussion of the means by which Boise State University will sustain the program after the initial three years that will be funded by a donation from Micron Technology, Inc.

It should be noted that over the long term, dissertation research activities, new research equipment purchases, and on-going maintenance or replacement of existing research equipment will be funded primarily from proposals submitted by the Materials Science & Engineering faculty to federal agencies that fund materials-related research, instrumentation, and facilities (e.g., National Science Foundation, DoE, EPA). Extramural grant activity in the Department of Materials Science & Engineering is currently at approximately \$4 million per year, and has increased an average of 50% per year in the last five years.

**SOURCES AND REFERENCES CITED**

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**APPENDIX A1:**

**Doctor of Philosophy in Materials Science & Engineering  
Boise State University  
External Program Review Report**

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**Site Visit Report**

**Reviewing the proposal for  
Doctor of Philosophy (PhD) in Materials Science and Engineering (MSE)  
College of Engineering, Department Materials Science and Engineering  
Boise, Idaho**

**Hussein Zbib, Washington State University**

**Summary:** This proposal is very well designed and lays the ground for a high-quality interdisciplinary PhD program in MSE. The proposal is very timely and addresses an important regional and national need for PhDs in this area of research. The new program will build on existing interdisciplinary strength in materials science and engineering, physics and chemistry, and will be supported by local industry. In general, the requested resources are adequate and consist with the projected size of the program. The input received during our various meetings with faculty from engineering, physics and chemistry, university administrators, and students indicated very strong support for the program. Below I offer several observations and recommendations.

**1. Nature of the Request**

The MSE faculty recognizes the need to offer an interdisciplinary PhD as the terminal degree for MSE students. The national and regional needs for PhD in MSE are well discussed and recognized in the proposal. It is indicated that the proposed program will build on existing strength in various areas of research, and new faculty hires will be in these areas of research. While this is a reasonable approach, it might be wise to hire strategically to create critical mass in one or two areas of expertise, with the goal of becoming recognized as the national leaders in those areas. With the addition of nine new faculty members and the projected enrollment in the PhD program, the MSE at BSU will become the largest MSE department in the northwest, providing a unique opportunity to lead the region in key areas of research.

*Recommendation: Hire strategically to create critical mass in one or two areas of expertise, with the goal of becoming recognized as the national leaders in those areas.*

## 2. Quality

There is no doubt that the MSE faculty is committed to a high quality program. In a very short period of time since the creation of the MSE department at BSU in 2004, the undergraduate has become one of the largest programs in the northwest. Their undergraduate program has been accredited successfully by ABET in 2006, and underwent successful re-accreditation visit in fall 2010 and anticipate being accredited through 2017. Furthermore, the MSE professors are highly respected and visible in the research community nationally and internationally.

The above indicate that the MSE faculty maintains a high quality program and will develop a highly visible and respectable PhD program. Although there is no formal and specialized accreditation for the PhD program such as ABET for undergraduate programs, there are plans in the proposal for program evaluations every five years which will include internal as well as external evaluations.

The MSE department has policies and procedures to manage graduate programs successfully and to ensure that the students receive mentoring, guidance, and professional development.

The MSE department is very much commended for emphasizing its strong commitment to the undergraduate program. They recognize that the undergraduate program can benefit from the proposed PhD program, providing opportunities to the undergraduate students to participate in research and to interact with PhD students and researchers. This also provides the PhD students with opportunities to mentor undergraduate students and develop teaching skills.

**Curriculum:** The curriculum for the proposed new PhD degree has been successfully approved by the University Graduate Committee. The curriculum requires a total of 68 credit hours which includes course work and research. The minimum required graded course work is 36 credit hours which seem to be very high. Given the interdisciplinary nature of the PhD in MSE, and the current trend in other similar programs in the country, this requirement may put the new program at a disadvantage. The current trend in many universities for the requirements for interdisciplinary PhD degrees is to reduce the number of the required graded courses to a minimum, to allow flexibility for each individual student and faculty advisor to tailor the course work around the needs of the student's area of research.

**Recommendation:** *Substantially reduce the number of the minimum required graded course work (this reviewer would argue to reduce it to 12 credit hours of graduate course work, i.e. the required Core Courses). Let the individual student advisor and the*

*graduate committee decides on the curriculum, beyond the required minimum, for each individual student.*

Faculty: Nine new faculty lines are requested in this proposal. When added to the existing 8 faculty members, the size of the MSE department will be at par with the average MSE program in the country and will make it the largest program in the Northwest. This goal is very reasonable and logical, and it makes much sense to build a new program so that it is competitive with its peers in the country.

It is indicated that the new hires would be hired in any of the 14 research areas listed in Section 1 of the proposal, and at any of the three academic ranks (assistant, associate, or full professor).

*Recommendations: As discussed above, it is recommended to focus the new hires to two or three key research areas to be decided by the department, and to hire in each area at least one senior faculty member with established national and international reputation. This will ensure an immediate impact and visibility of the new PhD program, attract top quality junior faculty members, help in recruiting PhD students, and will ensure having enough support to mentor new assistant professor.*

Students: The new program plans to attract students from the state, the region, the nation and internationally. The MSE faculty at BSU recognizes that attracting domestic students into PhD programs is a challenge for most universities with existing programs, and will be even more challenging for the new program. They plan to have a variety of recruiting mechanisms to help in attracting students into the new PhD program. Also the new faculty hires will have a significant impact in attracting PhD students.

Infrastructure support: With this new program, the size of the MSE department will almost double, making essential to add new staff support at the level requested in the proposal.

The proposed new program would add 18 new Graduate Assistantships, at \$27,000 stipend per academic year. This level of support would provide a significant and immediate boost to the new program. This will make it even more feasible to attract high quality students into this new program, and to provide the existing and new faculty with an immediate resource to begin building the program and have an immediate impact in the research community. This resource can be used effectively to increase in the future the number of the PhD students in the new program, by targeting the way the GAs are allocated.

*Recommendation: The GAs can be used as a resource to leverage and boost the productivity of active research professors who have externally funded research grants. The GAs can be used as a mechanism to support new students for their first and second years of study while working for an advisor on a research project, and then they should support them on research grants for the remainder of their studies.*

The new program will require additional support for the Library. The program budget includes sufficient support to expand holdings and services to the doctoral program.

The MSE department has an adequate number of research laboratories and facilities and they collaborate very closely with labs and facility in physics and chemistry. The main concern is that many of the facilities are located in different buildings which may not provide the best environment for research.

### 3. Duplication

The new proposed program is unique to the state of Idaho. Currently, many students from Idaho who wish to pursue PhD in MSE do not have this option in Idaho and they end up attending universities outside the state. In fact this new program may even attract students from neighboring states. For example, many undergraduate MSE students at WSU wish to remain in the northwest for PhD studies but at the same time want to go to a different school to gain new experience, and a PhD in MSE at BSU will be an attractive option for many of them.

### 4. Centrality

The proposed new program is consistent with the SBOE intentions for Boise State University. It will provide a selected and high-quality doctoral program which supports local industry, the region and the nation, and it will provide unique opportunity and service to people of the state.

### 5. Demand

There is no doubt that there is a very high demand for PhDs in MSE. There is a strong evidence of regional and national demand, and there are various national studies and initiatives which support this conclusion (e.g. the most recent Materials Genome Initiative). One clear indication is the existing undergraduate and MS programs in MSE at BSU which demonstrated outstanding success in a short period of time. The programs are now one of the largest in the Northwest. Given the fact that in the

materials science and engineering field many students pursue PhD studies in their field most of these students would want to continue in the PhD program. This is very well documented and discussed in the proposal.

## 6. Resources

The resources requested are adequate for the proposed expansion in terms of new faculty hires, graduate students, staff support and facilities. The level of the faculty startup is excellent and will help in developing new research activities and attract high quality new professors. The main concern is the availability of space for the new faculty, graduate students and laboratory space for new activities. It is indicated in the proposal that approximately 19,200 ft<sup>2</sup> of space is needed which is an adequate approximation. But there it is not clear where this space will come from other than to indicate that it will be made available from existing facilities. There are two problems with this proposition. 1) Space is a very precious and well protected commodity in universities, and it normally takes lots of effort with many challenges to move things around. 2) This may result in labs and offices for new this program being dispersed in various buildings, and thus negatively affecting the effectiveness of the collaborative nature of the program.

*Recommendation: An effort should be made to ensure that space is identified and be made available very soon. All effort should be made to make sure that the labs and offices are located in the proximity of the current MSE facilities. In the long term, an effort should be made for a new building to house all the activities related to MSE.*

Summary of major recommendations:

- *Hire strategically to create critical mass in one or two areas of expertise, with the goal of becoming recognized as the national leaders in those areas.*
- *Hire in each key area at least one senior faculty member with established national and international reputation.*
- *Substantially reduce the number of the minimum required graded course work.*
- *Use the GAs as a resource to leverage and boost the productivity of active research professors who have externally funded research grants.*
- *An effort should be made to ensure that space is identified and be made available very soon. All effort should be made to make sure that the labs and offices are located in the proximity of the current MSE facilities.*
- *In the long term, an effort should be made for a new building to house all the activities related to MSE.*

*Site Visit Report*

*Reviewing the proposal to the Idaho State Board of Education to establish a:*

<p><b>Doctor of Philosophy in Materials Science and Engineering</b></p>
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**College of Engineering  
Boise State University  
Boise, Idaho**

Site visited occurred September 6-7<sup>th</sup>, 2011

Dr. Wayne Huebner  
Chairman, Materials Science and Engineering  
Missouri University of Science and Technology

**FINAL REPORT**

September 7<sup>th</sup>, 2011

Executive Summary
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Boise State University (BSU) is proposing to establish a Doctor of Philosophy (PhD) degree program in Materials Science & Engineering (MSE). A decision to approve this request can only be warranted if a careful analysis reveals that the investment is in the best interest of the students and citizens of the State of Idaho. As an external reviewer I am happy to conclude that this proposal builds upon the considerable strengths of the faculty, students and facilities of the MSE program at BSU, and clearly fills a need for industry in the region and state. Indeed, it is quite the testimonial that Micron would invest \$13M to fully fund the proposed PhD program the first three years of its existence. Equally impressive is the support I witnessed from all levels of the administration; future funding past year 3 will come from re-allocation within the university. We all know what that means in terms of scrutiny from the departments who will lose positions. Yet I believe history will show that making this investment now in the MSE department will nucleate a change in culture at BSU towards a balanced research university. A campus where scholarly activity and the pursuit of external funding is the norm, yet never done at the expense of the undergraduates. This is the culture within MSE right now.

Throughout this report I pose questions and comments regarding the approach being taken towards establishing the PhD program, but all of these are minor details that stem from decades of experience as a faculty member, and sometimes Chairman too, of a vibrant MSE department.

I can summarize the proposal quite simply. **If this program is approved and budgeted as requested, then I am certain the only limit to the productivity of the MSE PhD students and faculty will be their own hard work and creativity.** That type of environment will be the magnet that draws the world's best faculty and students to BSU.

I have only one concern, and that's related to space. This could be the Achilles heel for the long-range success of the proposed PhD program and growth in the MSE department. The proposal notes that  $\approx 19,000 \text{ ft}^2$  of new space will be needed to accommodate the new faculty and students, and that efforts will be made to satisfy that need within existing departments. Spreading faculty and students out amongst separate buildings and departments is a serious detriment to their future. Most highly successful MSE programs have a building dedicated to materials research. Without a doubt the synergy that is created by co-located researchers, the savings in terms of centralized analytical services, and the ability to showcase the premier research program on campus are all facilitated by having a world-class building. You can fully expect that the Chairman of MSE will be aggressive in his pursuit of that reality. Importantly, this is not a reason not to proceed, but the anticipated success will be create a future space problem, a good one to have.

This report is organized into sections corresponding exactly to those contained in the proposal to the Idaho State Board of Education. Items bulleted with a red diamond (♦) are comments that are recommended for consideration.

## 1.0 Nature of the Request

Boise State University (BSU) is proposing to establish a Doctor of Philosophy (PhD) degree program in Materials Science & Engineering (MSE). This proposed program builds on an existing interdisciplinary graduate program (M.S. and M.Engr.) in MSE, and represents a natural outgrowth of a vibrant, ABET-accredited undergraduate MSE degree program. Similar to many campuses around the country and region, existing materials research at BSU cuts across many academic disciplines including Mechanical Engineering, Electrical Engineering, Chemistry, and Physics. Establishing an MSE Ph.D. program would serve many purposes, perhaps most importantly creating opportunities for students and faculty, and building the research stature of BSU.

## 2.0 Quality

The proposal describes five primary mechanisms at various university and departmental levels that will support and administer the proposed Ph.D. program, and ensure its quality and sustainability.

**NWCCU Accreditation:** BSU's accreditation was re-affirmed in 2010; this is a 10-year review cycle. Graduate programs are also assessed as part of NWCCU accreditation

- ◆ No mention is made in the proposal if BSU has a campus-wide committee that is in charge of assessing learning outcomes for NWCCU at the graduate level. Typically data is collected at the comprehensive exam and dissertation defense points in a student's progression. If such a committee exists, mention of what data will be provided to the assessment committee should be included.

**Specialized Accreditation:** The undergraduate B.S. in MSE was ABET-accredited in 2006. This is a good sign that assessment is part of the MSE culture, and lends credence that the proposed mechanisms to ensure quality of the Ph.D. program will be executed.

**Internal Program Evaluations:** The Provost's Office at BSU conducts 5-year reviews of all academic departments; the proposed Ph.D. program would be included as part of this requirement. The existence of an MSE Advisory Board is mentioned, although this should be categorized as an external program evaluation.

- ◆ No mention is made of how the BSU administration uses the information gathered by the 5-year reviews.
- ◆ Provide the names and affiliations of the existing Advisory Board Members, the criteria by which they were selected, and the meeting periodicity.

**University and Graduate College Oversight:** The proposal notes it will follow all the policies and procedures of the Graduate College. During the site visit, the Provost, Dr. Martin Schimpf, Dean of the Graduate College, Dr. Jack Pelton, Vice President for Research, Dr. Mark Rudin, the Vice Provost for Academic Planning, Dr. Jim Munger, and the Interim Dean of Engineering, Dr. Amy Moll, were all particularly impressive with their knowledge and support of the proposed Ph.D. program, and their articulation of the potential impact the new program would have on the graduate mission and stature of the university. Having the enthusiastic support of all of these



administrators will be a key to success, and of course will provide the “weight over MSE’s head” to provide incentive to succeed.

- ◆ Does a graduate catalog or website exist that contains all of the policies and procedures? If so, please refer to it or provide the website address.

**MSE Department Oversight:** The proposed program builds upon a highly successful existing M.S. graduate program built upon dedication to student success. Clearly the culture of mentoring, advising and supporting graduate students at the M.S. level will naturally extend into the Ph.D. program.

**Student Mentoring and Program Assessment:** A normal and complete array of steps is proposed to support and monitor a student’s progression through the Ph.D. program, including appointment of the major advisor, taking an orientation class, developing the planned coursework, monitoring progression through the coursework with grades, taking a comprehensive exam, developing a Ph.D. proposal, periodic meetings with the Ph.D. committee, and successfully defending the dissertation. Additional and noteworthy items included are an exit interview and two-year post-graduation interview to assess the Ph.D. program. In general all of these steps reflect that the Ph.D. program is well designed, and will provide the oversight necessary to ensure a high quality program. A few comments regarding this section:

- ◆ Will a minimum score on the GRE general test or TOEFL exam be required?
- ◆ State that “all students entering the program will be supported financially” includes paying for the tuition and fees. This is significant, and will help attract the best students.
- ◆ The proposed Graduate Orientation course, MSE 601, is a great idea. Semester-long? Offered once a year?
- ◆ Only limited details regarding the format and mechanism by which the Comprehensive exam will be administered and evaluated were included in the proposal. During the site visit it was clear that some details had been worked out, but was still a “work in progress.” That is acceptable at this juncture, but it is recommended that in the proposal that the process will be completed prior to August 2012 .
- ◆ Mention is made of a “Graduate Student Handbook” – does this exist?
- ◆ The “dissertation proposal” is a good idea. How will the student develop a plan for “obtaining and utilizing the resources necessary to complete the research”? Does this simply refer to non-financial aspects?

**Graduate Program Committee:** The MSE department has two graduate coordinators who oversee the many details related to admissions, exams, forms, etc.. This number is appropriate for the scale of the proposed Ph.D. program.

- ◆ Do the graduate coordinators receive any compensation (e.g. summer salary or teaching release) for the performance of their duties?
- ◆ Eighteen GA’s are proposed to support this program, and the graduate coordinators are in charge of making decisions on awarding them. What process will they use to make this important decision?

**Supervisory Committee:** The proposed process to assign a supervisory committee and their responsibilities are normal and should work well.

- ◆ Mention is made that the major advisor must be a member of the graduate faculty. Provide information on how that membership is established and reviewed. Is this coordinated through the Graduate College?

Two items in particular display the level of certainty other have that this program is designed to succeed: 1) a \$13M gift from Micron to fully fund the first 3 years, and 2) the existing and future support of the BSU administration to invest in the MSE program.

2A. Curriculum
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The proposed Ph.D. curriculum is similar to those at most MSE programs around the country in terms of total required hours and the course content. Regarding specifics:

**Credit requirements:** The total number of credit hours necessary (68) is normal, as well as details regarding the grading and criteria by which the courses are selected. The array of processing and characterization courses that are available is impressive. The presence of a weekly seminar series is noteworthy, as well as the requirement that all graduate students present their research work in a seminar.

- ◆ The number of required courses, 38 credit hours, is higher compared to most MSE programs. This is not noted as a suggestion to reduce the number, just an observation.
- ◆ Only four of the proposed new courses in MSE are included in the required courses. Which of the new courses will by necessity be taught by the proposed new faculty members?
- ◆ During the interview with the current MSE MS graduate students it was noted that the current graduate-level courses are too similar in terms of content and depth to their undergraduate counterparts. This is undoubtedly a matter of available time for existing faculty to develop the new courses to their full potential.

**Comprehensive Exam:** The purpose and general format of the comprehensive exam are provided in the proposal. During the site visit additional details regarding the exam were provided, including that the exam has both written and oral components, and would cover five general subject areas. This is good. From experience this exam needs to be carefully designed and administered to make certain the process is totally objective and fair. It is unknown whether or not additional detail is needed for this proposal, but in general I would note the following from 25 years of experience:

- ◆ All MSE faculty should be required to submit questions for sections of the exams pertinent to their expertise. These can be collected up over time into a large pool of questions.
- ◆ The exam committee should select which questions are used for a particular cycle, along who grades the exam questions.
- ◆ What length of time is given for the written exam? Students should be assigned numbers to put on their exam sheets, not names, in order to ensure objectivity by the graders. All questions and answers should be shredded afterwards.
- ◆ How long after the written exam is the oral exam given? What is the length of the oral exam? Who will be the examiners? It is recommended that the main advisor be present during the oral exam, but that he/she may not speak whatsoever.

- ♦ Can a student pass sections of the exam, and only be required to retake failed sections?
- ♦ Repeating an exam within three months seems like a large burden on the exam committee. Administering the exam twice a year should suffice.
- ♦ A rubric for measuring the performance on the comprehensive exam should be developed, and data used for assessing the exam process.

**Teaching Requirement:** An excellent idea.

**Dissertation Requirements/ Final Approval of the Dissertation:** The proposed process is well defined and robust.

### *2B. Faculty*

Currently the MSE department includes 8 full-time tenured and tenure-track (T/TT) faculty, 6 research faculty, and 12 affiliate faculty. All of the T/TT faculty were available during the site visit. In general the faculty are highly productive, experts in their field, well-published, and importantly, passionate about their teaching and research. This was expounded upon numerous times by the graduate students – the words “caring,” “accessible” and “approachable” were used many times. The productivity level as measured by research expenditures and publications record is particularly impressive, and on par with the best MSE programs in the country. It is proposed that nine additional faculty (hired over three years) are needed to offer the curriculum and develop a research portfolio commensurate with a PhD program with over 50 graduate students. The new hires will be expected to have PhD degrees in MSE or a related field, and all will be expected to contribute to the department by teaching courses at both the graduate and undergraduate level, mentoring students, and establishing an externally funded research program that fits within the emphasis areas of the department.

I concur with this analysis, and offer the following comments:

- ♦ What is the workload model (e.g. teaching/research expectations) for the MSE faculty, taking into account the expected number of undergraduate and graduate students? Does the campus have a workload model? Later it is stated that 30 workload units/year are required for each faculty member. What does this mean?
- ♦ Several of the new hires will have joint appointments with other departments. Does BSU have a policy regarding joint appointments that addresses issues affiliated with the % of the appointment, split teaching duties, annual reviews, shared space, etc.? Untenured faculty should not have joint appointments, i.e. two bosses.
- ♦ Hiring three new faculty a year is a tremendous task. No mention is made about how the new faculty will be mentored. Does BSU offer any “new faculty” programs?

### *2C. Students*

The existing M.S. program is already attracting students from the state and region as well as from across the nation and internationally, a reflection of the equality of the faculty and the recruiting efforts. Hence recruiting high quality Ph.D. students will simply build upon this success. The proposed budget does include funding to bring Ph.D. candidates to campus, which is a great idea.

## 2D. Infrastructure Support

**Administrative Staff Support:** Currently the MSE department is understaffed, and relies heavily upon other departments to receive the support necessary to run the department. Frankly I am surprised they have been able to do it. With the proposed growth affiliated with the new Ph.D. program, two additional office administrators and a business manager are proposed. The duties and responsibilities of each position are described in detail, and the positions are warranted.

**Research Staff Support:** Four additional staff members are budgeted with duties and responsibilities affiliated with the maintenance and operation of the sophisticated research equipment (SEM, TEM, thermal analysis, AFM, XPS, XRD etc.), training students to use the equipment, machining, and performing some research. These staff positions are a necessity in order to free up faculty time for the pursuit of research funding, and advising the graduate students.

**Graduate Student Teaching Assistantships:** Eighteen new GAs (six per year) are budgeted as part of this new degree program. This level of support would allow the new MSE program to hit the ground running, and immediately make a large impact on the research mission. It would be a key enabler for the new faculty to immediately attract the best and brightest graduate students. The level of the stipend (\$27K) and covering the tuition and fees is attractive, and would rank BSU amongst the best.

- ♦ Who would make the decision regarding which faculty serve as the main advisor for the GA positions? What criteria would be used? How would the ability to support the research (i.e. analytical services fees, supplies and materials, travel etc.) be guaranteed?

**Laboratories, Equipment and Instrumentation:** The proposal describes an impressive array of research laboratories that form the analytical foundation of the PhD program, and many were visited during the site review. In general I was highly impressed – at least one of almost every conceivable high-end analytical pieces of equipment existed.

- ♦ A major issue is the fact that the key pieces of analytical equipment necessary to support the MSE Ph.D. program is contained in multiple buildings, multiple departments and multiple faculty labs. **A key need of the new MSE Ph.D. program will be a new Materials Building** - a single location where the students, staff and faculty are co-located, along with the equipment and facilities necessary to do their research. This will save a great deal of time and money. From the site review I did not see how nine new faculty and 50 Ph.D. students will be accommodated in terms of space. The plan seems to be putting them “here and there”, but this is a particular disservice to new assistant professors and their students.
- ♦ An appendix documenting the space that is administered by MSE would have been helpful.

## 2E. Future Plans

No plans currently exist to expand the program or deliver it off-campus. Bill Hughes, Director of the CAES at the INL was present for lunch during the site review. It is clear that establishing the

Ph.D. program will significantly grow collaborations with the CAES, as well as other universities in the region, notably the University of Idaho and Idaho State University.

### 3.0 Duplication

The proposal describes the other MSE programs within driving distance, and how the proposed program is differentiated in terms of research focus and constituency served. The Chairman of MSE at BSU visited each of these universities and discussed how the establishment of a new Ph.D. program would result in greater collaborations and would also attract more students to both BSU and the other campuses. Also, the establishment of a PhD program at BSU would support the growing need of local industries such as Micron (who will donate \$13M to launch the program), and the INL.

I find the analysis compelling and a new program warranted.

### 4.0 Centrality

The proposal readily documents how the proposed PhD program is consistent with the Idaho State Board of Education's policies on the role and mission of the public universities.

### 5.0 Demand

#### 5A. Needs assessment

Directly from the proposal:

*"This proposal for an interdisciplinary PhD program in Materials Science & Engineering is the result of many factors, including: (1) increasing demand from local employers, (2) expressed interest from science and engineering students, (3) a national demand for MSE PhDs, (4) several strong, collaborative research programs between faculty in Materials Science & Engineering, Physics, and other departments, and (5) the rapid growth of the B.S. and M.S. programs in MSE at BSU. The PhD program will generate a significant number of qualified graduate students with extensive training in the key areas of the state's high-tech economy including semiconductor science, nanotechnology, and energy materials. The PhD in MSE is driven not only by surveys and observations of the Department, College and Departmental Industrial Advisory Boards, and the University, but also by the business community of Idaho."*

The proposal contains a detailed analysis for each of these five factors, and as Chairman of MSE at Missouri S&T I can verify that the analysis is well thought out, an accurate reflection of regional and national needs, and builds upon existing strengths in MSE at BSU. Indeed, I am highly impressed by the level of productivity that has been achieved in such a short time. It is clearly a reflection of the quality of the faculty, staff and students, and the support of an

administration that understands what a vibrant, research-active department can do for the stature of the university at all scale levels.

<b>5B. Students</b>
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The proposal contains an analysis of where the new Ph.D. students are expected to come from, and where they may be employed upon graduation. This analysis is an accurate reflection of reality. From experience it will be the national recognition of the faculty and department that will attract the best and brightest students. New faculty must be encouraged to take leadership roles within their professional organizations, and publish widely. The existing faculty have done just that, and the demographics of the current MS program reflect positively on their ability to recruit from the best undergraduate programs nationally and internationally.

<b>5C. Expansion/Extension</b>
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N/A

<b>6.0 Resources</b>
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### **I. Planned Student Enrollment**

Plans for the equilibrium number of PhD students enrolled in the program are aggressive, but achievable in consideration of the research activity of the faculty and the proposed budget. 50 Ph.D. students is equivalent to  $\approx 3/\text{FTE}$  faculty member, which would result in 0.75 PhDs graduating/year/FTE. This would rank BSU amongst the most productive MSE PhD programs in the country.

### **II. Expenditures**

#### ***A&B. Faculty/Staff/Administrative Costs***

The budget affiliated with the proposed faculty and staff positions is on par with the S&W levels at Missouri S&T. The \$250K/faculty member start-up package is highly competitive, particularly since BSU already has an array of the best analytical tools needed to perform state-of-the-art materials research.

- ♦ Will a mix of assistant/associate/full professors be hired? If so, provide an estimated breakdown of the number of each.
- ♦ Note what the start-up funds can be used for (e.g. equipment, renovations, GA support, summer salary etc..)

### C. *Operating Expenditures*

The annual E&E of \$150K is adequate to support the new PhD program.

- ♦ What is the current annual cost of the maintenance agreements for the analytical equipment? How does that compare to the \$75K budgeted?

### D. *Capital Outlay*

#### (1) Library resources

\$50K/year is budgeted, and justified in detail.

#### (2) Equipment/Instruments

The proposal budgets \$1.5M/year for the first three years for equipment purchases, and each new faculty member will receive \$250K as a start-up package that could also be used for equipment if deemed necessary.

- ♦ With the level of detail provided in the proposal and from the site review I do not have adequate information to ascertain if the equipment budget is adequate to meet the anticipated needs. From my experience I would say yes. It would be nice if a “shopping list” of equipment needs were provided as a means to warrant the level of the budget.

### D. *Total Physical Facilities or Major Renovation*

This could be the Achilles tendon for the long-range success of the proposed PhD program and growth in the MSE department. The proposal notes that  $\approx 19,000$  ft<sup>2</sup> of new space will be needed to accommodate the new faculty and students, and that efforts will be made to satisfy that need within existing departments. **Don't do that. Spreading faculty and students out amongst separate buildings and departments is a serious detriment to their future. Most highly successful MSE programs have a building dedicated to materials research.** Without a doubt the synergy that is created by having researchers together, the savings in terms of having co-located analytical services, and the ability to showcase the premier research program on campus are all facilitated by having a world-class building.

- ♦ As noted earlier, what is the current space MSE occupies, and what is the breakdown in terms of utilization?
- ♦ How was the 19,000 ft<sup>2</sup> determined?

### E. *Revenue Sources*

#### (1) Re-allocation

The proposed expenditures for the first three years of this program are being totally funded by a \$13M donation from Micron. As noted earlier and described in great detail in the proposal, this funding will be used for a variety of recurring and non-recurring needs. At year 4, the recurring

budget provided by BSU amounts to ≈\$2.8M/year. It is noted that these funds will be found through “savings derived from the replacement of retired senior faculty and fee revenues that result from increased enrollment” as well as “derived from overhead costs from grants as well as other sources.”

- ♦ Considering that none of the current MSE faculty will be retiring in the near-term, it is certain then that the growth in MSE faculty numbers will occur at the expense of other departments on campus. **I applaud the administration for having the courage to do this type of re-allocation.** From what I have learned about all aspects of the MSE department, this is a wise decision that will reap great rewards in changing the culture at BSU, and raising the bar for expectations of what it takes to be a balanced, world class department that expires to excellence amongst their peers around the world. The recurring budget represents “doing it right” – a standard that can be used for other departments on campus who also aspire to excellence.



**APPENDIX A2:**

**Doctor of Philosophy in Materials Science & Engineering  
Boise State University  
External Program Review Report**

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**Response to the External Review  
conducted September 6 and 7, 2011 of  
the Proposed PhD in Materials Science and Engineering at Boise State University**

**Review conducted by Dr. Hussein Zbib, Washington State University, and  
Dr. Wayne Huebner, Missouri University of Science and Technology**

The proposed PhD in Materials Science and Engineering (MSE) at Boise State University underwent an external review September 6 and 7, 2011 by Prof. Hussein Zbib of Washington State University and Prof. Wayne Huebner of Missouri University of Science and Technology. Professors Zbib and Huebner are well recognized in the field of Materials Science and Engineering and have held administrative positions at their respective comprehensive universities including the position of Department Chair. Both are very familiar with the field of MSE and the challenges of operating a department with both undergraduate and graduate programs, including PhD programs.

Each reviewer provided extensive, independent assessments of the proposed PhD in MSE. The reviews are positive and very supportive of the proposed program. Each review offers recommendations, poses questions, and cites concerns that deserve a written response by the department. We focus in this response on those elements that are critical to the success of the program, and organize them below by major theme. Recommendations and questions associated with the technical details of program execution, such as assessment practices, admission requirements, and student orientation, are not addressed in this document because these are procedural matters that are well understood and capably handled by the faculty participants.

**Hiring and Faculty Members**

- *Hire strategically to create critical mass in one or two areas of expertise, with the goal of becoming recognized as the national leaders in those areas. (Zbib)*
- *Hire in each key area at least one senior faculty member with established national and international reputation. (Zbib)*
- *Hiring three new faculty a year is a tremendous task. No mention is made about how the new faculty will be mentored. Does BSU offer any “new faculty” programs? (Huebner)*
- *Several of the new hires will have joint appointments with other departments. Does BSU have a policy regarding joint appointments that addresses issues affiliated with the % of the appointment, split teaching duties, annual reviews, shared space, etc.? Untenured faculty should*

*not have joint appointments, i.e. two bosses. (Huebner)*

- *What is the workload model (e.g. teaching/research expectations) for the MSE faculty, taking into account the expected number of undergraduate and graduate students? Does the campus have a workload model? Later it is stated that 30 workload units/year are required for each faculty member. What does this mean? (Huebner)*

The PhD proposal calls for hiring of nine new faculty members. Successful hiring and integration of the new faculty members is critical to the success of the department and of the program. The program faculty recently met for a full day to discuss the PhD program and to discuss hiring strategies. The department will hire faculty in such a way as to result in strategic growth in several areas. These areas were chosen to support current research where significant expertise is already established and to support research interests and economic development of local industry as outlined in the proposal.

The department currently has several nationally and internationally known faculty members in key areas. These individuals are directly responsible for the tremendous growth in our research capabilities and reputation and have been important in the success and growth of the program. Because of the strength of the existing faculty members, we feel confident that hiring primarily at the assistant and associate level is appropriate. Strategic hires will be made in these key areas in order to build our reputation and offer a quality experience to our students.

Our senior faculty members serve in the important role of mentors to less experienced faculty and will continue to do this with new hires. Our formal process for this is a three faculty member committee which meets annually with each new faculty member to evaluate their progress towards tenure and promotion and provide advice and support to ensure the success of the faculty member. Informal mentoring also occurs regularly and results in collaboration on research projects, advice on teaching, and suggestions on professional development. In addition, the University has a formal mentoring program for new faculty members, which is run out of the Provost's office. New faculty members are encouraged to enroll and often participate for two years. Plans are also in place to develop a new faculty orientation program within the department. The orientation program will help the new faculty members understand the business systems and processes of the university such as how to recruit and hire graduates students, safety procedures, grant submission process, etc. Directing this program will be one of the responsibilities of the Business Functions Manager that will be hired in 2012.

Boise State does not have a policy on joint appointments. Currently, faculty members with joint appointments reside fully in a home department (e.g., Physics or MSE) but have responsibilities outside of their home department (e.g., teaching and research). The relationships that exist between departments in the MSE interdisciplinary program are formalized only in the offer letter and job descriptions associated with each faculty member. Based on this suggestion, we will elevate this discussion to the Faculty Senate and university administration for further consideration.

The department manages the workload of each faculty member using the university workload policy is described in BSU Policy 4560:

(<http://policy.boisestate.edu/academic-affairs-faculty-administration/>). This workload model is intentionally flexible so that the university can match the assignments of each faculty member to their individual strengths across teaching, research, and professional service.

### **Curriculum and Students**

- *Substantially reduce the number of the minimum required graded course work. (Zbib)*
- *Use the GA's (graduate assistants) as a resource to leverage and boost the productivity of active research professors who have externally funded research grants. (Zbib)*

Our students are the key to the success of this program. The funding for graduate assistants will be carefully leveraged to ensure the quality of the program. Funding will be used to recruit the best possible students to the program. The GA's will also be distributed to support the research of all of the faculty members in the program. The work of the students – both coursework and research work-- will be carefully reviewed and assessed on a regular basis to ensure the quality of the program and the appropriate use of funds.

Although the required number of courses for the proposed PhD appears high to those outside of Boise State, it is low compared to other PhDs in Idaho. The faculty concur that reducing the number of required credits and empowering PhD candidates and their advisors to design their course schedule is desirable and would make our program more competitive. However, as a young and relatively unknown program, it is critical that our students receive a high quality education with a strong foundation in the fundamentals of MSE so that they can successfully compete for positions and careers with students from well-established programs. Solid, high-quality coursework is one way to ensure our students have the knowledge necessary to compete for positions. As we build our reputation, we will re-evaluate coursework requirements and benchmark our program with the top-ranked programs in the nation.

### **Space**

- *An effort should be made to ensure that space is identified and be made available very soon. All effort should be made to make sure that the labs and offices are located in the proximity of the current MSE facilities. (Zbib)*
- *In the long term, an effort should be made for a new building to house all the activities related to MSE. (Zbib)*
- *A major issue is the fact that the key pieces of analytical equipment necessary to support the MSE Ph.D. program is contained in multiple buildings, multiple departments and multiple faculty labs. A key need of the new MSE Ph.D. program will be a new Materials Building - a single location where the students, staff and faculty are co-located, along with the equipment and facilities necessary to do their research. This will save a great deal of time and money. From the*

*site review I did not see how nine new faculty and 50 Ph.D. students will be accommodated in terms of space. The plan seems to be putting them “here and there”, but this is a particular disservice to new assistant professors and their students. ... what is the current space MSE occupies, and what is the breakdown in terms of utilization? How was the 19,000 ft<sup>2</sup> determined? (Huebner)*

Materials Science and Engineering is an inherently multi-disciplinary field and the program primarily involves faculty members from Materials Science and Engineering, Chemistry, Physics, Electrical Engineering, and Mechanical Engineering. Faculty members in Biology, Geosciences, and Kinesiology also collaborate on



research projects in Materials Science. The faculty members in the MSE department currently occupy research and office space in four buildings that are located adjacent to one another. These four buildings currently house the majority of all College of Engineering activities. However, the faculty in other departments, such as those in Chemistry and Physics, reside on the opposite side of campus, which is not ideal. The department concurs that housing all activities in a single building, or at least a single area of campus would be optimal to encourage intra-program collaborations, providing that the MSE program does not become isolated from other departments on campus.

In the long term, the Campus Master Plan includes the eventual construction of three additional buildings in the same area of campus as the present engineering facilities. Those buildings will house science and engineering departments, and will therefore provide the opportunity for us to bring the departments involved in the MSE program into close proximity.

In the short term, we will be able to accommodate the initial growth of the MSE program in current buildings because of investments we are making in infrastructure (investments that were identified and prioritized through planning efforts), in the remodeling and repurposing of existing space, and as a result of newly-created space in our new Environmental Research Building.

Infrastructure enhancements are being funded largely by a recently received National Science Foundation Academic Research Infrastructure (NSF-ARI) grant that has a focus on research infrastructure upgrades in the Micron Engineering Center (MEC; pictured above). The MEC building is a four story 69,000 gross square foot facility constructed in 1999. The building was designed to accommodate research growth in the College of Engineering programs and to provide office space for faculty and students. The initial design of MEC anticipated research predominantly focused on design and characterization of electronic devices. With growth in the

college programs and establishment of a vibrant program in MSE, an emerging emphasis has been placed on materials processing, fabrication, and characterization. This growth has created a significant demand for research laboratories to support “wet lab” activities. To meet this need, the University has systematically upgraded individual labs in MEC to provide wet lab capabilities. The NSF-ARI grant (approx. \$1.8 million) will allow the University to upgrade the primary infrastructure systems servicing the building, and allow for expansion of wet lab functionality to additional labs in the building. Upgrades to the building will include:

- Additional fume hood capacity
- Sinks and safety showers in all new wet labs
- De-ionized water upgrades and distribution
- Increased electrical distribution
- Chilled water upgrades and distribution
- Utility racks provided in labs

Repurposing and remodeling of space for research laboratories often relies on infrastructure improvements, and NSF-ARI project has allowed the college to reassign six rooms in the MEC building to support the Materials Science & Engineering PhD program, four to become research

Room Number	Square Footage	Purpose
MEC 104	943	Instrumentation Lab
MEC 105 North	536	Instrumentation Lab
MEC 311	1,213	Research Lab
MEC 312	584	Research Lab
MEC 313	1,186	Research Lab
MEC 416	1,093	Research Lab
<b>Total</b>	<b>5,555</b>	

labs and two to become instrumentation labs (see table below). Of the six labs shown, only MEC 416 currently has the wet lab capability needed for the MSE program. The NSF-ARI

project will provide this capability to the remaining five labs.

Five additional research labs will be accommodated in the Environmental Research Building, which was occupied in summer of 2011. At the time we planned that building, we included additional research lab capability to accommodate needs such as those of the new PhD in MSE.

The MSE PhD program will also require additional office space for faculty, staff, and graduate students. Faculty and staff will be accommodated in space vacated in the MEC building by the move of the Department of Civil Engineering to the Environmental Research Building and by the repurposing and remodel of the Extended Studies Building (the Division of Extended Studies moved to the Yanke Family Research Park Complex). Sufficient graduate student space is very important to the program because of its importance in the development of the student culture of the program. The development of a positive culture is dependent of the quality of space provide for the graduate students, allowing them to work in a collaborative and supportive environment. Graduate students may be housed in the vacated Extended Studies building, in the Environmental Research Building, and in spaces that will be vacated upon completion of the new building housing the College of Business and Economics.

The SBOE recently approved our request to hire a consultant to update the 2004 College of Engineering Facilities Master Plan, with particular attention to the requirements of the new MSE PhD program. It will be the goal of that planning effort to ensure that we have fully considered the long-term space implications of a successful and vibrant new PhD in MSE in addition to the needs of other College of Engineering programs.

### **Budget**

- *With the level of detail provided in the proposal and from the site review I do not have adequate information to ascertain if the equipment budget is adequate to meet the anticipated needs. From my experience I would say yes. It would be nice if a “shopping list” of equipment needs were provided as a means to warrant the level of the budget. (Huebner)*
- *The equipment budget will be used in part to provide matching funds to NSF MRI grants. The MSE and Physics Departments have a history of success in obtaining MRI grants for major equipment purchases through NSF (e.g., more than \$2M in grants for a TEM, XRD, and XPS). (Huebner)*

The MSE department maintains a list of equipment and instrumentation needs that is regularly updated by the department chair. The list is constantly revised to reflect instruments procured through grants and new needs that arise from new research. The Materials Science and Engineering program has been remarkably successful at obtaining Major Research Instrumentation (MRI) awards from the National Science Foundation. These grants have been important in acquiring many of the instruments used for materials research in many departments across campus. Matching funds improve the probability of obtaining an MRI. Consequently, the capital funds in the budget will be used in large part as matching funds to obtain major analytical equipment. We anticipate that the \$4.5M in equipment funds will enable us to procure more than double that level of support from NSF and other agencies to grow the capabilities in Idaho.

## APPENDIX B:

### Catalog Descriptions of Existing Graduate Courses in Materials Science & Engineering

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The following list of courses includes existing courses and proposed new courses that MSE PhD students may take in order to satisfy the requirements for the PhD in MSE. Also, included at the end of this list are proposed course changes to the MSE program which includes changes in course numbers, prerequisites, semester offerings, and descriptions. These additions and changes to the curriculum have been submitted to and approved by the University Graduate Committee for implementation in fall 2012, contingent on full approval of this proposal. As with any new program, as new faculty are hired, they will likely develop new courses, which will be added to the curriculum over time.

#### CHEM — CHEMISTRY

**CHEM 501 ADVANCED INORGANIC CHEMISTRY (3-0-3)(F).** Atomic structure, molecular structure using valence bond and molecular orbital theories, elementary group theory, transition metal coordination chemistry, acids and bases, descriptive transition and nontransition metal chemistry. PREREQ: CHEM 322 or PERM/INST.

**CHEM 509 INTRODUCTION TO POLYMER CHEMISTRY (3-0-3)(F) (Alternate years).** An introduction to the concepts of polymer synthesis, characterization, structure, properties, and basic fabrication processes. Emphasis is on practical polymer preparation, on the fundamental kinetics and mechanisms of polymerization, and on structure-property relationship. PREREQ: CHEM 309 or PERM/INST.

**CHEM 510 ORGANIC POLYMER SYNTHESIS (3-0-3)(S)(Alternate years).** A study of the synthesis and reactions of polymers. Emphasis is on practical polymer preparation and on the fundamental kinetics and mechanisms of polymerization reactions. Topics include relationship of synthesis and structure, characterization of polymer structure, step-growth polymerization, chain-growth polymerization via radical, ionic and coordination intermediates, copolymerization. PREREQ: CHEM 309 or PERM/INST.

**CHEM 522 SPECTROSCOPY (3-0-3)(F)(Alternate years).** Concepts and practical usage of modern chemical spectroscopic techniques, including electronic absorption, infrared/Raman, X-Ray/EXAFS, magnetic resonance and magnetic circular dichroism. Emphasis will be placed on the application of these techniques to the structure/function characterization of chemical and biochemical systems. PREREQ: CHEM 521 or PERM/INST.

**CHEM 540 SPECTROMETRIC IDENTIFICATION (3-0-3)(S).** Identification of compounds using modern spectrometric techniques. PREREQ: CHEM 309 and CHEM 321.

**CHEM 560 INTRODUCTION TO NMR SPECTROSCOPY (1-3-2)(On demand).** This course will instruct students on the theory and practice of one- and two-dimensional NMR spectroscopy. Emphasis will be placed on using the NMR spectrometer to solve a variety of chemical and biological problems. PREREQ: CHEM 322, or PHYS 309 and PHYS 432, or PERM/INST.

#### ECE — ELECTRICAL AND COMPUTER ENGINEERING

**ECE 540 INTRO TO INTEGRATED CIRCUIT AND MEMS PROCESSING (3-0-3)(F).** Fundamentals of integrated circuit and micro electromechanical systems (MEMS) fabrication technology; semiconductor substrates; theory of unit processes such as diffusion, oxidation, ion implantation, rapid thermal processing, photolithography, wet etching and cleaning, dry etching, thin-film deposition; chemical mechanical polishing; process integration; metrology; statistical process control; TCAD. COREQ: ECE 540L. PREREQ: ECE 323 or PERM/INST.

**ECE 540L INTRO TO INTEGRATED CIRCUIT AND MEMSPROCESSING LAB (0-3-1)(F).** Semiconductor cleanroom practices; heavy lab safety; students will fabricate and test simple structures in lab; application of TCAD to practical problems. COREQ: ECE 540.



**ECE 541 ADVANCED TOPICS IN SILICON TECHNOLOGY (3-0-3)(S).** Advanced models for unit processes such as diffusion, oxidation, ion implantation, thin film deposition, etching, rapid thermal processing, chemical mechanical polishing, lithography. CMOS, bipolar, and micro electro mechanical systems (MEMS) process integration. Process and device modeling using TCAD. PREREQ: ECE 440/540.

**ECE 542 PHOTOLITHOGRAPHY (3-0-3)(F/S).** Principles of optics, diffraction, interference, superposition of waves, imaging systems, fundamentals of microlithography, resolution, contact and projection lithography, photoresist processing, metrology. Phase shift masks, antireflective coatings, deep-ultraviolet lithography, off-axis annular illumination. Use of TCAD lithography simulation software. COREQ: ECE 442.

**ECE 542L PHOTOLITHOGRAPHY LAB (0-3-1)(F/S).** Cleanroom lab experience accompany ECE 542, utilizing a projection-printing wafer stepper, photoresist wafer track, SEM, and optical metrology equipment. Use of TCAD lithography simulation software. PREREQ: ECE 342. COREQ: ECE 542.

**ECE 543 INTRODUCTION TO MEMS (3-0-3)(F/S).** Overview of MEMS; MEMS device physics including beam theory, electrostatic actuation, capacitive and piezoresistive sensing, thermal sensors and actuators; basic MEMS fabrication techniques; MEMS technologies: bulk micromachining, surface micromachining, and LIGA; MEMS design and modeling; case studies in various MEMS systems. PREREQ: ECE 440/540, or PERM/INST.

#### **ME — MECHANICAL ENGINEERING**

**ME 556 INTRODUCTION TO SOLID BIOMECHANICS (3-0-3)(S).** Students will learn to apply the principles of engineering mechanics to the human musculoskeletal system. Topics covered include functional anatomy, human motion analysis, mechanical properties of biological tissues, and modeling of the human body. PREREQ: ENGR 220 or PERM/INST.

**ME 577 (BIOL 577)(MSE 577) BIOMATERIALS (3-0-3)(F/S).** Theory of biomaterials science. Medical and biological materials and their applications. Selection, properties, characterization, design and testing of materials used by or in living systems. May be taken for BIOL, ME, or MSE credit, but not from more than department. PREREQ: ENGR 245 or CHEM 112.

**ME 578 DESIGN AND ANALYSIS OF MECHATRONIC SYSTEMS (3-0-3) (F/S).** Design and analysis of engineering systems containing mechanical, electro-mechanical and embedded computer elements. The course provides an overview of basic electronics, digital logic, signal processing and electromechanical devices. Fundamentals of event-driven programming will also be covered. PREREQ: ENGR 240.

#### **MSE — MATERIALS SCIENCE & ENGINEERING**

**MSE 501 SURVEY OF MATERIALS SCIENCE (3-0-3)(F/S)(On demand).** Application of the principles of chemistry and physics to the Engineering properties of materials. Development of an in-depth understanding of the relationship between structure, properties, processing and performance for all classes of materials. PREREQ: PERM/INST.

**MSE 505 BONDING AND STRUCTURE OF MATERIALS (3-0-3)(F/S).** Bonding, atomic arrangements and crystal structures of metals, ceramics, electronic materials and polymers; electronic structure of solids; physical properties of solids; defects in solids; relationship between processing, microstructure and properties of materials, PREREQ: ENGR 245.

**MSE 508 SOLID STATE THERMODYNAMICS (4-0-4)(S).** The laws of thermodynamics are applied to multicomponent, multiphase reacting systems, and other thermodynamic systems. These concepts are used to discuss and mathematically compute equilibrium phase diagrams. The energy effects due to the geometry of solid surfaces are discussed in regards to capillarity effects. Classical thermodynamics is related to atom-level distributions using statistical thermodynamics and the partition function. Electrochemical thermodynamics is discussed in the context of two phase interfacial reactions. PREREQ: MATH 333, CHEM 322 or ENGR 320 or MSE

308 or PHYS 432.

**MSE 510 ELECTRICAL, OPTICAL, AND MAGNETIC PROPERTIES OF MATERIALS (3-0-3)(F/S).** Introduction to the physical principles underlying the electric, optical and magnetic properties of modern solids. Crystalline and energy band structure of materials, thermal properties and electrical conduction in semiconductors and metals, optical and magnetic properties of solids are covered. PREREQ: ENGR 245.

**MSE 511 SEMICONDUCTOR MATERIALS (3-0-3)(F/S).** Examination of the physical properties of semiconductors including electronic structure, freecarrier statistics, optical properties, crystallography, and defects. Study of thermodynamic properties as related to lattice vibrations and diffusion. PREREQ: ENGR 245.

**MSE 512 MECHANICAL PROPERTIES OF MATERIALS (3-0-3)(F/S).** Study of deformation and fracture in Engineering materials, including elastic and plastic deformations; dislocation theory; alloy hardening and creep deformation; fracture mechanisms; linear elastic and nonlinear elastic fracture mechanics; toughening of metals, ceramics, and composites; environmentally assisted failure. PREREQ: ENGR 245.

**MSE 518 PHASE TRANSFORMATIONS AND KINETICS (3-0-3)(F).** Kinetics of phase transformations, nucleation, crystallization, decomposition, chemical reactions, and atomic and molecular diffusion. Surface and interface phenomenon, nanoparticle-matrix interactions, sintering, grain growth, recovery and recrystallization. PREREQ: MSE 308 or MSE 508.

**MSE 519 INTERFACIAL KINETICS AND TRANSPORT PROCESSES (3-0-3) (S)** (Even years) Reaction kinetics and mass transport phenomena at materials interfaces important in materials processing and performance, including gas-solid, liquid-solid, and electrochemical processes. Emphasis is placed on understanding fundamental mechanisms that control rates of reactions and mass transport. PREREQ: MSE 508.

**MSE 521 INTRODUCTION TO ELECTRON MICROSCOPY (2-2-3)(S).** Theory and practice of scanning electron microscopy (SEM) and transmission electron microscopy (TEM), including electron optics, contrast mechanisms, diffraction theory, chemical analysis techniques, and sample preparation. Some understanding of crystallography is recommended. Applications of SEM and TEM in Materials Science & Engineering will be covered. PREREQ: MSE 305 or MSE 505.

**MSE 522 ADVANCED TRANSMISSION ELECTRON MICROSCOPY (1-3-2)(F).** In-depth understanding of the transmission electron microscope (TEM), electron diffraction, imaging techniques, analytical techniques, and high-resolution electron microscopy (HREM). Students are required to have an approved project that utilizes the TEM. PREREQ: MSE 421 or MSE 521.

**MSE 523 INTRODUCTION TO X-RAY DIFFRACTION (1-2-1) (S)** This course presents a practical introduction to x-ray diffraction and the optimal use of an x-ray diffractometer for crystalline materials in the form of bulk materials, powders, or films. Students are required to have a planned project that utilizes x-ray diffraction and the approval of their research advisor to enroll in this course. PREREQ: Instructor consent and MSE 305 or MSE 505.

**MSE 528 INTERFACES AND DISLOCATION BEHAVIOR (3-0-3)(S)(Odd years).** Structure of interfaces as groups of line defects including dislocations, disconnections, and disclinations; application of general concepts to special situations including epitaxial interfaces, twin boundaries and phase transformations. PREREQ: MSE 305 or MSE 505.

**MSE 549 ADVANCED TOPICS IN MATERIALS SCIENCE & ENGINEERING (3-0-3)(F/S)(On demand).** Selected advanced topics from current research in Materials Science & Engineering such as defects in solids, physics of thin films, nanomaterials, optoelectronics, computational materials science, corrosion, reliability physics. PREREQ: ENGR 245.

**MSE 561 MICROELECTRONIC PACKAGING MATERIALS (3-0-3)(F/S).** Engineering analysis of electronic packaging materials and their affect on electrical design, assembly, reliability, and thermal management. Selection process for packaging materials, manufacturing and assembly, single and multi-chip packaging. PREREQ: ENGR 245.

**MSE 565 APPLICATIONS OF MATHEMATICA FOR MATERIALS SCIENCE & ENGINEERING (1-0-1)(F/S).** The basics of using Mathematica software to solve problems in Materials Science & Engineering. PREREQ: ENGR 245 and MATH 175.

**MSE 577 (BIOL 577)(ME 577) BIOMATERIALS (3-0-3)(F/S).** Theory of biomaterials science. Medical and biological materials and their applications. Selection, properties, characterization, design and testing of materials used by or in living systems. May be taken for BIOL, ME or MSE credit, but only from one department. PREREQ: ENGR 245 or CHEM 112.

**MSE 588 BIOCOMPATIBILITY AND ENVIRONMENTAL DEGRADATION (3-0-3)(F/S).** Theory of environmental degradation of metals, ceramics, polymers and biomaterials. The scientific principles of materials degradation with emphasis on material interactions within a living organism (in vivo). PREREQ: CHEM 112 or ENGR 245.

#### PHYS — PHYSICS

**PHYS 512 INTRODUCTORY QUANTUM MECHANICS (3-0-3)(F/S).** Introduction to fundamentals of quantum mechanics, including Schroedinger equation, energy levels, angular momentum, electron spin, perturbations, and scattering. Applications, such as tunneling, orbitals, magnetic resonance, and nanoscale effects. PREREQ: PHYS 309.

**PHYS 515 SOLID STATE PHYSICS (3-0-3)(F/S).** Quantum physics applied to understanding the properties of materials, including semiconductors, metals, superconductors, and magnetic systems. PREREQ: PHYS 309.

**PHYS 523 PHYSICAL METHODS OF MATERIALS CHARACTERIZATION (3-0-3)(S).** Physical principles and practical methods used in determining the structural, electronic optical, and magnetic properties of materials. Course topics will include optical, electron, and scanning microscopies, diffraction, surface analysis, optical spectroscopy, electrical transport, and magnetometry. Individual projects will focus on the application of an analytical technique to solve a specific problem. PREREQ: PHYS 309 or PERM/INST.

**PHYS 530 OPTICS (3-0-3).** Geometrical and physical optics, including lenses, fiber optics, Fourier optics, polarization, interference, diffraction, lasers, and holography. PREREQ: PHYS 212, MATH 333. COREQ: PHYS 534.

**PHYS 532 THERMAL PHYSICS (3-0-3)(S).** Discussion of temperature, work, specific heat, and entropy. The laws of thermodynamics are discussed and applied to physical problems. Ideal gases, statistics, Gibbs free energy, and cryogenics. Work on heat transfer of lattice vibrations and phonons will be required. PREREQ: Graduate standing or PERM/INST.

**PHYS 534 OPTICS LABORATORY (0-3-1).** Laboratory to be taken concurrently with PHYS 530. Experiments in optics, including optical systems, thick lenses, interference, diffraction, Fourier optics, image processing, and holography. COREQ: PHYS 530.

**PHYS 536 SOFT MATTER (3-0-3)(S)(Even years).** Introduction to the physical principles underlying the properties and behaviors of soft matter, including polymers, gels, colloids, and liquid crystals. Examples of soft matter include glues, paints, soaps, rubber, foams, gelatin, milk, and most materials of biological origin. (Recommended preparation: PHYS 309.) PREREQ: MATH 275, PHYS 212, and CHEM 322 or MSE 308 or PHYS 432

**Proposed New Courses, FY12-14**

**MSE 513 MECHANICAL BEHAVIOR OF MATERIALS II (3-0-3)(F/S).** Topics include fracture in different materials classes, time-dependent deformation behavior, mechanical behavior of polymers and other soft materials, deformation of natural materials and cellular solids, or mechanical behavior at the nanoscale.

**MSE 514 MAGNETISM AND MAGNETIC MATERIALS (3-0-3)(F/S).** Introduction to the phenomenon of magnetism. Basic magnetic properties of solid matter. Unit systems in magnetism. Magnetic anisotropy, magnetic domains, magnetic hysteresis, permeability, coercivity, and magnetostriction. Examples of magnetic materials.

**MSE 525 SURFACE ANALYSIS (3-0-3)(F/S).** Fundamentals and techniques associated with a range of surface analysis methods including LEED/RHEED, SPM, SIMS, XPS, Auger, RBS or NAA.

**MSE 527 POINT DEFECTS (3-0-3)(F/S).** Point defects in materials, particularly focused on defect chemistry, notation, ionic/electronic disorder, mass/charge balance, and the influence of point defects on materials properties.

**MSE 540 ADVANCED PROCESSING (3-0-3)(F/S).** Science and engineering of processes used in the manufacture of advanced ceramics, metals, polymers and composites.

**MSE 542 CERAMIC PROCESSING (3-0-3)(F/S).** Science and engineering of fabricating ceramic materials primarily from powders. Fundamental principles of colloid chemistry, thermodynamics of curved surfaces, and sintering kinetics models, and processing techniques.

**MSE 545 NANOSCALE PROCESSING (3-0-3)(F/S).** Fundamental and applied aspects of current approaches to fabrication of nanoscale (<100nm) features, materials, and devices including chemical, physical, and biological methodologies.

**MSE 564 COMPUTATIONAL MATERIALS SCIENCE (3-0-3)(F/S).** Theory and application of atomistic computer simulations to model, understand, and predict the properties of real materials. Energy models, density functional theory, thermodynamic ensembles, Monte Carlo methods, molecular dynamics and mesoscale modeling.

**MSE 570 PHYSICAL METALLURGY (3-0-3)(F/S).** Structure-property relationships with a focus on the formation of microstructures of alloys and the resulting mechanical properties. Fundamentals of annealing, spinodal decomposition, nucleation, growth, and coarsening. Role of defects in the formation of microstructures.

**MSE 571 PHYSICAL CERAMICS AND GLASSES(3-0-3)(F/S).** Structure-property and processing-property relations in crystalline and amorphous ceramic materials at the atomistic and microscopic levels.

**MSE 578 SCIENTIFIC COMMUNICATION IN MATERIALS SCIENCE AND ENGINEERING (1-0-1)(F/S).** Communication of research findings. Organization and composition of scientific research papers. PREREQ: PERM/INST

**MSE 601 GRADUATE STUDENT ORIENTATION (1-0-1)(F/S).** Orientation to the graduate student experience, requirements for the doctoral degree, and research practices including ethics, safety, research methods, and intellectual property. (P/F).

**MSE 650 TEACHING EXPERIENCE (3-0-3)(F/S).** Under the guidance of a faculty member, Doctoral candidates develop and teach an undergraduate course in Materials Science & Engineering. PREREQ: PERM/INST.

**Proposed Modified Courses, FY12-14**

**MSE 602 SURVEY OF MATERIALS SCIENCE (3-0-3)(F/S)** Application of the principles of chemistry and physics to the engineering properties of materials. Development of an in-depth understanding of the relationship between structure, properties, processing, and performance for all classes of materials.

**MSE 605 BONDING AND STRUCTURE OF MATERIALS (4-0-4)(F/S).** Bonding, atomic arrangements and crystal structures of metals, ceramics, electronic materials and polymers; electronic structure of solids; physical properties of solids; defects in solids; relationship between processing, microstructure and properties of materials.

**MSE 608 SOLID STATE THERMODYNAMICS (4-0-4)(F/S).** The laws of thermodynamics are applied to multicomponent, multiphase reacting systems, and other thermodynamic systems. These concepts are used to discuss and mathematically compute equilibrium phase diagrams. The energy effects due to the geometry of solid surfaces are discussed in regards to capillarity effects. Classical thermodynamics is related to atom-level distributions using statistical thermodynamics and the partition function. Electrochemical thermodynamics is discussed in the context of two-phase interfacial reactions.

**MSE 510 ELECTRICAL, OPTICAL, AND DIELECTRIC MATERIALS (3-0-3)(F/S).** Physical principles underlying the electrical, dielectric and optical properties of modern solids. Crystalline and energy band structure of materials, thermal properties and electrical conduction in semiconductors and metals, dielectric response and optical behavior of solids are covered.

**MSE 511 SEMICONDUCTOR MATERIALS (3-0-3)(F/S).** Examination of the physical properties of semiconductors including electronic structure, free carrier statistics, optical properties, crystallography, and defects. Study of thermodynamic properties as related to lattice vibrations and diffusion.

**MSE 512 MECHANICAL BEHAVIOR OF MATERIALS I (3-0-3)(F/S).** Study of deformation and fracture in engineering materials, including elastic and plastic deformations; dislocation theory; alloy hardening and creep deformation; fracture mechanisms; linear elastic fracture mechanics; toughening of metals, ceramics, and composites; environmentally assisted failure.

**MSE 618 PHASE TRANSFORMATIONS AND KINETICS (4-0-4)(F/S).** Kinetics of phase transformations, nucleation, crystallization, decomposition, chemical reactions, and atomic and molecular diffusion. Surface and interface phenomenon, nanoparticle-matrix interactions, sintering, grain growth, recovery and recrystallization.

**MSE 521 INTRODUCTION TO ELECTRON MICROSCOPY (2-2-3)(F/S).** Theory and practice of scanning electron microscopy and transmission electron microscopy, including electron optics, contrast mechanisms, diffraction theory, chemical analysis techniques, and sample preparation.

**MSE 522 ADVANCED TRANSMISSION ELECTRON MICROSCOPY (1-3-2)(F/S).** In-depth understanding of the transmission electron microscope, electron diffraction, and imaging and analytical techniques. Students are required to have an approved project. PREREQ: PERM/INST.

**MSE 523 INTRODUCTION TO X-RAY DIFFRACTION (1-2-1) (F/S)** A practical introduction to the apparatus and technique of x-ray diffraction for crystalline materials in the form of bulk materials, powders, or films. Students are required to have an approved project. PREREQ: PERM/INST.

**MSE 528 INTERFACES AND DISLOCATION BEHAVIOR (3-0-3)(F/S).** Structure of interfaces as groups of line defects including dislocations, disconnections, and disclinations; application of general concepts to special situations including epitaxial interfaces, twin boundaries and phase transformations.

Delete and Remove **MSE 549 ADVANCED TOPICS IN MATERIALS SCIENCE & ENGINEERING**

**MSE 561 MICROELECTRONIC PACKAGING MATERIALS (3-0-3)(F/S).** Engineering analysis of electronic packaging materials and their effect on electrical design, assembly, reliability, and thermal management. Selection process for packaging materials, manufacturing and assembly, single and multi-chip packaging.

**MSE 565 APPLICATIONS OF MATHEMATICA (1-0-1)(F/S).** The basics of using Mathematica software to solve problems in materials science and engineering.

**MSE 588 BIOCOMPATIBILITY AND ENVIRONMENTAL DEGRADATION (3-0-3)(F/S).** Theory of environmental degradation of metals, ceramics, polymers and biomaterials. The scientific principles of materials degradation with emphasis on material interactions within a living organism.

## APPENDIX C:

### Curriculum Vita of Materials Science & Engineering Faculty

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**NAME:** Darryl P. Butt

**ACADEMIC RANK:** Professor

**EDUCATION:**

<i>Degree</i>	<i>Major</i>	<i>Institution</i>	<i>Year</i>
BS	Materials Science & Engineering, Technical Writing Minor	Pennsylvania State University	1984
PhD	Materials Science & Engineering	Pennsylvania State University	1991

**NUMBER OF YEARS OF SERVICE ON THIS FACULTY:** 5

**DATE OF ORIGINAL APPOINTMENT:** July 2005

**DATE OF ADVANCEMENT IN RANK:** July 2005

**OTHER RELATED EXPERIENCE:**

Department Chair (2008-present), Professor (2005-present), Materials Science & Engineering, Boise State University

Associate Professor (2000-05) Materials Science & Engineering, University of Florida

Senior Scientist (1999-2000), Ceramtec, Salt Lake City, UT

Lead Project Leader (1998-99), Non-Proliferation and International Security Division, Los Alamos National Laboratory

Team Leader (1993-98) Materials Science and Technology Division, Los Alamos National Laboratory

Technical Staff Member (1992-93), Nuclear Mtrls Technology and Materials Science & Technology, Los Alamos Ntnl Lab

**CONSULTING, PATENTS, AND RELATED ACTIVITIES:**

D.P. Butt, R.A. Cutler, S.W. Rynders, & M.F. Carolan, "Method of Forming a Joint", U.S. Patent No. 7094301 (2006).

D.P. Butt, R.A. Cutler, S.W. Rynders, M.F. Carolan, "Method of Joining Ion Transport Membrane Materials Using a Partially of Fully-Transient Liquid Phase", U.S. Patent No 7011898, (2006).

D.P. Butt, M.F. Carolan, P.N. Dyer, R.M.P.H. Van Doorn, R.A. Cuter, & K.D. Gourley, "Mixed Conducting Membranes for Syngas Production", Australian Patent 2001295502, (2005)

R.E. Ressler, D.J. Pysher, P.M. Benson, and D.P. Butt, "Fiber Tester" U.S. Patent No. 6112589 (2000)

D.L. Shelleman, D.P. Butt, J.J. Mecholsky, J.R. Hellman, & R.E. Ressler, "High Temperature Tube Burst Test Apparatus", U.S. Patent No 5220824 (1994)

**PRINCIPAL PUBLICATIONS OF LAST FIVE YEARS:**

P. Periasamy, M. F. Hurley, B. M. Marx, M. F. Simpson and D. P. Butt, "Compatibility of ZrN and HfN with Molten LiCl-KCl-NaCl-UCI<sub>3</sub>", *J. Nucl. Mater.*, 405, 286-273 (2010).

P.G. Callahan, B.J. Jaques, B. M. Marx, A.S. Hamdy, D.D. Osterberg, D. P. Butt, "Synthesis of Dysprosium and Cerium Nitrides by a Mechanically Induced Gas-Solid Reaction", *Journal of Nuclear Materials* **392**, 121 (2009)

B.J. Jaques, B. M. Marx, A.S. Hamdy, D. P. Butt, "Synthesis of Uranium Nitride by a Mechanically Induced Gas-Solid Phase Reaction", *Journal of Nuclear Materials* **381**, 309 (2008)

K.B. Gibbard, K. N. Allahar, D. Kolman, D. P. Butt, "High Temperature Synthesis of Cerium Sulfides and Kinetics Modeling", *Journal of Nuclear Materials* **378**, 291 (2008)

- J. Payapilla, Butt, D. P. (2007). "Kinetics of Hydrothermally Induced Transformation of Yttria Partially Stabilized Zirconia" *Journal of Nuclear Materials*, **360**, 92 (2007).
- A.C. Lawson, D.P. Butt, J.W. Richardson, Jr., "Thermal Expansion and Atomic Vibrations of ZrC to 1600K ", *Philosophical Magazine*, **87**, 2507 (2007).
- A.S. Hamdy, D.P. Butt, A.A. Ismail, "Electrochemical Impedance Studies of Sol-gel Based Ceramic coatings Systems in 3.5% NaCl Solution", *Electrochimica Acta*, **52**, 3310 (2007)
- A.S. Hamdy, D.P. Butt, "Novel Anti-Corrosion Nano-sized Vanadia-based Thin Films Prepared by Sol-gel Method for Aluminum Alloys", *Journal of Materials Processing Technology*, **181**, 76 (2007).
- A.S. Hamdy, D.P. Butt, "Environmentally Compliant Silica Conversion Coatings Prepared by Sol-gel Method for Aluminum Alloys", *Surface & Coatings Technology*, **201**, 410 (2006).
- A.S. Hamdy, D.P. Butt, "Corrosion Protection Performance of Nano-particles Thin-films containing Vanadium Ions Formed on Aluminum Alloys", *Anti-Corrosion Methods and Materials*, **53**, 240 (2006).
- E. Pabit, K. Siebein, D.P. Butt, H. Heinrich, D. Ray, S. Kaur, R.M. Flinders, R.A. Cutler, "Grain Boundary Chemistry of SiC-based armor", *Ceramic Engineering and Science Proceedings*, **27**, 69 (2006)
- K.N. Allahar, D.P. Butt, M.E. Orazem, H.A. Chin, G. Danko, W. Ogden, R.E. Yungk, "Impedance of Steels in New and Degraded Ester Based Lubricating Oil", *Electrochimica Acta*, **51**, 1497 (2006).

#### **SCIENTIFIC AND PROFESSIONAL SOCIETIES:**

The American Ceramic Society  
 The Materials Research Society  
 The American Society for Engineering Education  
 The Materials Research Council

#### **HONORS AND AWARDS:**

Outstanding Contributor Award, Center for Advanced Energy Studies, 2010  
 Professor of the Year, Boise State University, College of Engineering, Teaching, 2008.  
 Triple Point Award for Undergraduate Teaching, University of Florida, MSE Department, Teaching, 2005  
 Robert L. Coble Award for Young Scholars, American Ceramic Society, 1997  
 Distinguished Performance Award, Los Alamos National Laboratory, 1994

#### **INSTITUTIONAL AND PROFESSIONAL SERVICE IN PAST FIVE YEARS:**

Department Chair (2008 – present)  
 University Finances Committee member (2009 – present)  
 Associate Director of the Center for Advanced Energy Studies (2008-present)  
 Graduate Student Coordinator, MSE, Boise State (2005-2008)  
 College of Engineering Graduate Committee, Boise State (2005-2008)  
 College of Engineering Safety Committee, Boise State (2006-2008)  
 Associate Editor, *Journal of the American Ceramic Society* (1996-present)  
 Editorial Board, *Pacific Northwest Journal of Undergraduate Research and Education*, 2010-present  
 National Academy of Engineering ROCSE Committee  
 Faculty Financial Affairs Committee, Boise State University, 2008-present  
 Fellowships Committee member DOE National Nuclear Security Agency 2006-present  
 Committee Member, SSGF Fellowships, DOE National Nuclear Security Administration, 2006-present  
 Steering Committee Member, for SSGF Fellowships, DOE NNSA, 2009-present  
 Executive Committee Member, Los Alamos National Laboratory MaRIE Program, 2009-2010  
 Member, VHTR Technology Development Office Materials Technical Coordination Team, 2010-present



**NAME:** Janet M. Callahan

**ACADEMIC RANK:** Professor

**EDUCATION:**

<i>Degree</i>	<i>Major</i>	<i>Institution</i>	<i>Year</i>
BS	Chemical Engineering	University of Connecticut at Storrs	1983
MS	Metallurgy	University of Connecticut at Storrs	1986
PhD	Materials Science	University of Connecticut at Storrs	1990

**NUMBER OF YEARS OF SERVICE ON THIS FACULTY:** 6

**DATE OF ORIGINAL APPOINTMENT:** July 2004

**DATE OF ADVANCEMENT IN RANK:** July 2004

**OTHER RELATED EXPERIENCE:**

Associate Dean for Academic Affairs (2005-present), College of Engineering, Boise State University.

Professor(2004 – present), Materials Science & Engineering, Boise State University

Associate Professor (1999-2004), Materials Science & Engineering, Georgia Institute of Technology

Director of Research (1998-2001), RadioVascular Systems, Inc. Atlanta, GA

Assistant Professor (1992-1999) Materials Science & Engineering, Georgia Institute of Technology

Visiting Scientist (1990-1992) Commonwealth Scientific and Industrial Research Organization, Materials Science & Technology

**CONSULTING, PATENTS, AND RELATED ACTIVITIES:**

J.M. Hampikian and N.A. Scott, "Radioactive Coating Solutions Methods and Substrates", U.S. Patent No. 6475644 (2002).

J.M. Hampikian and E.M. Hunt, "A Method for Ion Implantation Induced Embedded Particle Formation via Reduction", U.S. Patent No. 6294223 (2001).

**PRINCIPAL PUBLICATIONS OF LAST FIVE YEARS:**

L. Nadelson, J.M. Callahan, P.A. Pyke, C.B. Schrader, "A Systemic Solution: Elementary Teacher Preparation in STEM Expertise and Engineering Awareness", American Society for Engineering Education Annual Conference and Expo, **2009-939** (2009)

S.Y. Chyung, J.M. Callahan, D. Bullock, K. Bridges, J. Guild, C.B. Schrader, C. B. "Improving Students' Learning in Precalculus with E-Learning Activities and Through Analyses of Student Learning Styles and Motivational Characteristics", American Society for Engineering Education Annual Conference and Expo, **2009-1873** (2009).

D. Bullock, J.M. Callahan, Y. Ban, A. Ahlgren, C.B. Schrader, "The Implementation of an Online Mathematics Placement Exam and its Effects on Student Success in Precalculus and Calculus", American Society for Engineering Education Annual Conference and Expo, **2009-1783** (2009).

S. Miller, P. Pyke, A. Moll, M. Wintrow, C. Schrader, J. Callahan, "Successes of an Engineering Residential College Program Within an Emerging Residential Culture," American Society for Engineering Education Annual Conference & Expo, **2009-1113** (2009).

S.Y. Chyung, A.J. Moll, B. Marx, M. Frary, J.M. Callahan, "Improving Engineering students' cognitive and affective preparedness with a pre-instructional e-learning strategy", *Advances in Engineering Education*, **2**, 1 (2010).

M. Gerritsen, J.T. Oxford, M. Frary, J. Henderson, J.M. Hampikian, "Immuno-SEM Characterization of Developing Bovine Cartilage" *Materials Science & Engineering C*, **28**, 341 (2008).

J.C. Guarino, J. M. Callahan, S.Y. Chyung, R. Walters, W. Clement, "Developing and Assessing Engineering-Based Modules for a Freshman Engineering Class", American Society for Engineering Education Annual Conference and Expo. **2008-1128** (2008).

J.M. Callahan, S.Y. Chyung, J. Guild, W. Clement, J.C. Guarino, D. Bullock, C.B. Schrader, "Enhancing Precalculus Curricula with E-Learning: Implementation and Assessment", American Society for Engineering Education Annual Conference and Expo, **2008-1703** (2008).

L. McClain, C.B. Schrader, J.M. Callahan, "Improving Campus Climate for Faculty from Underrepresented Groups", American Society for Engineering Education Annual Conference and Expo, **2008-2106** (2008).

J.F. Gardner, P.A. Pyke, C.B. Schrader, J.M. Callahan, A.J. Moll, "The Party's Over, Sustaining Support Programs When the Funding is Done" American Society for Engineering Education Annual Conference & Expo, **2008-2786** (2008).

K. Moeller, J. Besecker, G. Hampikian, A. Moll, D. Plumlee, J. Youngsman and J.M. Hampikian, "A Prototype Continuous Flow Polymerase Chain Reaction LTCC Device," Materials Science Forum, **539-543**, 523 (2007).

V. Siva Kumar, G. Kelekanjeri, W.B. Carter and J.M. Hampikian, "Deposition of alpha-alumina via combustion chemical vapor deposition," Thin Solid Films **515**, 1905 (2006)/

J.F. Gardner, P.A. Pyke, M.J. Belcheir, J.M. Hampikian, A.J. Moll, C.B. Schrader, "An Innovative Method to Realistically Track Engineering Student Retention and Academic Progress," American Society for Engineering Education Annual Conference & Expo, **2007-1266** (2007)

J.M. Hampikian, J. Guarino, Y. Chyung, A. Moll, P. Pyke, J. Gardner, C. Schrader, "Assessing a Retention Program for Pre-Freshman Engineering Students", American Society for Engineering Education Annual Conference & Expo, **2007-1998** (2007).

#### **SCIENTIFIC AND PROFESSIONAL SOCIETIES:**

American Institute of Chemical Engineers,  
American Society for Engineering Education  
Tau Beta Pi  
The Minerals, Metals & Materials Society

ASM International.  
American Ceramic Society  
Society for Women Engineers

#### **HONORS AND AWARDS:**

Idaho Women Making Herstory, 2009  
University of Connecticut Academy of Distinguished Engineers, 2004  
National Science Foundation CAREER Award 1996-2003

Student Choice Award, College of Engineering, 2010  
Provost's Excellence in Advising Award, 2006  
Georgia Tech Foundation Teaching Fellow 1993-94

#### **INSTITUTIONAL AND PROFESSIONAL SERVICE IN PAST FIVE YEARS:**

Associate Dean for Academic Affairs  
Chair, COEN Accreditation Committee  
COEN Engineering Science Coordinator  
University Gender Studies Advisory Board  
ABET Evaluator, Materials Science & Engineering, Chemical Engineering, Ceramic Engineering

#### **PROFESSIONAL DEVELOPMENT ACTIVITIES IN PAST FIVE YEARS:**

"Writing & Citing: Helping Students Use Source Material and Avoid Plagiarism", Center of Teaching and Learning (2007)  
Faculty Advising Institute, Boise State University (2006)

**NAME:** Sean Donovan  
**ACADEMIC RANK:** Special Lecturer  
**EDUCATION:**

<i>Degree</i>	<i>Major</i>	<i>Institution</i>	<i>Year</i>
BS	Materials Science & Engineering	University of Florida	1992
PhD	Materials Science & Engineering	University of Florida	1999

**NUMBER OF YEARS OF SERVICE ON THIS FACULTY:** 5  
**DATE OF ORIGINAL APPOINTMENT:** October 2003  
**DATE OF ADVANCEMENT IN RANK:** July 2004

**OTHER RELATED EXPERIENCE:**

Special Lecturer (2004 - Present), Materials Science & Engineering Boise State University.  
 Research Assistant Professor (2003-2004), Materials Science & Engineering, Boise State University  
 Process Engineer (2001), Novalux, Santa Clara, CA  
 Process Engineer (2000), SDL/JDS Uniphase, San Jose, CA

**PRINCIPAL PUBLICATIONS OF LAST FIVE YEARS:**

T.E. Lawrence, S.M. Donovan, W.B. Knowlton, J. Rush-Byers, A.J. Moll, "Electrical Characterization of Through Wafer Interconnects", IEEE Workshop on Microelectronics and Electron Devices, pp 99-102 (2004).

**SCIENTIFIC AND PROFESSIONAL SOCIETIES:**

Materials Research Society

**INSTITUTIONAL AND PROFESSIONAL SERVICE IN PAST FIVE YEARS:**

College of Engineering Web Committee  
 Faculty Advisor, Materials Science & Engineering Student Club, Boise State  
 Undergraduate Advisor

**NAME:** Megan E. Frary  
**ACADEMIC RANK:** Associate Professor  
**EDUCATION:**

<i>Degree</i>	<i>Major</i>	<i>Institution</i>	<i>Year</i>
BS	Materials Science & Engineering	Northwestern University	1999
MS	Materials Science & Engineering	Northwestern University	2001
PhD	Materials Science & Engineering	Massachusetts Institute of Technology	2005

**NUMBER OF YEARS OF SERVICE ON THIS FACULTY:** 5  
**DATE OF ORIGINAL APPOINTMENT:** August 2005  
**DATE OF ADVANCEMENT IN RANK:** July 2010

**OTHER RELATED EXPERIENCE:**

Associate Professor (2010 – present), Materials Science & Engineering, Boise State University.

Assistant Professor (2005-2010), Materials Science & Engineering, Boise State University.

Research Engineer (2001-2002), Caterpillar, Peoria, Illinois

**CONSULTING, PATENTS, AND RELATED ACTIVITIES:**

Independent Consulting, Failure Analysis Project (2010).

**PROFESSIONAL REGISTRATION: N/A**

**PRINCIPAL PUBLICATIONS OF LAST FIVE YEARS:**

L. Bonfrisco, M. Frary, "Effects of Crystallographic Orientation on the Early Stages of Oxidation Behavior in Nickel and Chromium," *Journal of Materials Science*, **45**, 1663 (2010).

P.J. Andersen, M.N. Bentancur, A.J. Moll, M. Frary, "Microstructural Effects During Chemical Mechanical Planarization," *Journal of the Electrochemical Society*, **157**, H120 (2010).

M. Frary, S.M. Schlegel, S. Hopkins, E. Young\*, J. Cole, T. Lillo, "Analysis of Precipitate Redistribution in Inconel 617 Using Integrated Electron Backscatter Diffraction and Energy Dispersive Spectroscopy," *Microscopy and Microanalysis*, **15**, 24 (2009).

T. Lillo, J. Cole, M. Frary, S. M. Schlegel, "Influence of Grain Boundary Character on Creep Void Formation of Alloy 617," *Metallurgical and Materials Transactions*, **40**, 2803 (2009).

S. M. Schlegel, S. Hopkins, E. Young, T. Lillo, J. Cole, M. Frary, "Precipitate Redistribution during Creep of Alloy 617," *Metallurgical and Materials Transactions*, **40**, 2812 (2009).

S. M. Schlegel, S. Hopkins, M. Frary, "Effects of Grain Boundary Engineering on Microstructural Stability during Annealing," *Scripta Materialia*, **61**, 88 (2009).

S.Y. Chyung, A.J. Moll, B. Marx, M. Frary, J.M. Callahan, "Improving Engineering students' cognitive and affective preparedness with a pre-instructional e-learning strategy", *Advances in Engineering Education*, **2**, 1 (2010).

M. Gerritsen, J.T. Oxford, M. Frary, J. Henderson\*, J.M. Hampikian, "Immuno-SEM Characterization of Developing Bovine Cartilage," *Materials Science & Engineering C*, **28**, 341 (2008).

M. Frary, C.A. Schuh, "Correlation-Space Description of the Percolation Transition in Composite Microstructures," *Physical Review E*, **76**, 041108 (2007).

M. Frary, "Determination of Three-Dimensional Grain Boundary Connectivity from Two-Dimensional Microstructures," *Scripta Materialia*, **57**, 205 (2007).

M. Demkowicz, A. S. Argon, D. Farkas, M. Frary, "Simulation of Plasticity in Nanocrystalline Silicon," *Philosophical Magazine*, **87**, 4253 (2007).

C.A. Schuh, M. Frary, "Correlations beyond the Nearest-Neighbor Level in Grain Boundary Networks," *Scripta Materialia*, **54**, 1023 (2006).

#### **SCIENTIFIC AND PROFESSIONAL SOCIETIES:**

American Society for Engineering Education

Materials Research Society

ASM International

The Minerals, Metals, and Materials Society

#### **HONORS AND AWARDS:**

Bradley Stoughton Award for Young Teachers, ASM International. (2008).

NSF Career Award, National Science Foundation. (2007).

#### **INSTITUTIONAL AND PROFESSIONAL SERVICE IN PAST FIVE YEARS:**

Undergraduate Coordinator, Materials Science & Engineering, Boise State University

Faculty Advisor, Materials Science Club, Boise State University

ABET Accreditation Committee, Materials Science & Engineering, Boise State

College of Engineering Outreach Committee

Affiliate, Center for Advanced Energy Studies Consortium.

Materials Research Society Public Outreach Committee

Marcus A. Grossman Young Author Award and Henry Marion How Medal Selection Committee, Committee Member

TMS Women in Materials Science Committee

Board of Review for Metallurgical and Materials Transactions A

NSF Reviewer, various panels and Division of Materials Research

#### **PROFESSIONAL DEVELOPMENT ACTIVITIES IN PAST FIVE YEARS:**

"Course Design Summer Institute", Center for Teaching and Learning (2010).

"Investigating Student Learning as a Strategy for Optimizing our Teaching Practice", Center for Teaching and Learning (2010).

"Pedagogical Podcasting: Beyond the Recorded Lecture" Center for Teaching and Learning (2009)

"Helping Students Become Better Writers in Your Discipline", Center for Teaching and Learning (2009)

"Designing Courses for Significant Learning", Center for Teaching and Learning (2008).

"Graduate Mentoring: From Good to Great", Center for Teaching and Learning (2008).

"Engaging Students in Large Classes with Active and Cooperative Learning", Center for Teaching and Learning (2008).

"From Lab Reports to Scientific Articles: Helping Students Write Science", Center for Teaching and Learning (2008).

"Why Don't They Look Beyond Wikipedia", Center for Teaching and Learning (2008).

**NAME:** William L. Hughes

**ACADEMIC RANK:** Assistant Professor

**EDUCATION:**

<i>Degree</i>	<i>Major</i>	<i>Institution</i>	<i>Year</i>
BS	Materials Science & Engineering	Virginia Polytechnic Institute and State University	2001
PhD	Materials Science & Engineering	Georgia Institute of Technology	2006

**NUMBER OF YEARS OF SERVICE ON THIS FACULTY:**

**2**

**DATE OF ORIGINAL APPOINTMENT:**

**August 2008**

**DATE OF ADVANCEMENT IN RANK:**

**OTHER RELATED EXPERIENCE:**

Assistant Professor (2008-present), Materials Science & Engineering, Boise State University.

Adjunct Professor (2008-present, Materials Engineering, California Polytechnic State University

Affiliate Member (2010-present), St. Luke's Mountain States Tumor and Medical Research Institute, Boise, ID.

Assistant Professor (2006-08) Materials Engineering, California Polytechnic State University.

Post-Doctoral Fellow (2006-07) National Academy of Engineering.

**CONSULTING, PATENTS, AND RELATED ACTIVITIES:**

W.L. Hughes, Z.L. Wang, B.A. Buchine, "Probe Tips and Methods of Making Same", U.S. Patent No. 7,408,366, (2008).

Z.L. Wang, W.L. Hughes, B.A. Buchine, "Probe Sensor with Multidimensional Optical Grating, U.S. Patent No. 7,705,999 (2010).

**PRINCIPAL PUBLICATIONS OF LAST FIVE YEARS:**

E. Graugnard, A. Cox, J. Lee, C. Jorcyk, B. Yurke, W.L. Hughes, W. L. "Point-of-Contact, DNA-Based Amplifier for Detecting Cancer-Related Micro-RNA in Blood Serum", *IEEE Transactions on Nanotechnology*. (2009)

L. Bollschweiler, A. English, R.J. Baker, W. Kuang, Z.-C. Chang, M.-H. Shih, W.B. Knowlton, W.L. Hughes, J. Lee, B. Yurke, N.S. Cockerham, V.C. Tyree, "Chip-Scale Nanophotonic Chemical and Biological Sensors using CMOS Process," *52<sup>nd</sup> IEEE Midwest Symposium on Circuits and Systems (MWSCAS) 2009 Conference, Proceedings.*, pp. 413-416, 2009.

L. Vanasupa, K.C. Chen, J. Stolk, R. Savage, T. Harding, B. London, W.L. Hughes, "Converting Traditional Labs to Project-Based Learning Experiences: Aiding Students' Development of Higher-Order Cognitive Skills," *Journal of Materials Engineering*, **30**, 281 (2008).

L. Vanasupa, T. Harding, W.L. Hughes, "The Four-Domain Development Diagram: A tool for designing development-centered teaching," *American Society of Engineering Education*, **AC2008-1347** (2008).

D.C. Miller, W.L. Hughes, Z.L. Wang, K. Gall, C.R. Stoldt, "Mechanical Effects of Galvanic Corrosion on Structural Polysilicon," *Journal of MEMS*, **16**, 87 (2007).

B.A. Buchine, W.L. Hughes, F.L. Degertekin, Z.L. Wang, "Bulk Acoustic Resonator Based on Piezoelectric ZnO Belts," *Nano Letters*, **6**, 1155 (2006).

J. Zhou, C.S. Lao, P.X. Gao, W.J. Mai, W.L. Hughes, S.Z. Deng, N.S. Xu, Z.L. Wang, "Nanowire as pico-gram balance at workplace atmosphere," *Solid State Communications*, **139**, 222 (2006).

A.G. Onaran, M. Balantekin, W. Lee, W.L. Hughes, B.A. Buchine, R.O. Guldiken, Z. Parlak, C.F. Quate, and F.L. Degertekin, "A new atomic force microscope probe with force sensing integrated readout and active tip," *Review of Scientific Instruments*, **77**, 023501 (2006).

A.G. Onaran, M. Balantekin, W. Lee, W.L. Hughes, B.A. Buchine, R.O. Guldiken, Z. Parlak, C.F. Quate, F.L. Degertekin, "A new atomic force microscope probe with force sensing integrated readout and active tip," *Virtual Journal of Nanoscale Science and Technology*, **13**, No. 7, (2006).

### SCIENTIFIC AND PROFESSIONAL SOCIETIES:

Society for Biomaterials  
 Society of Women Engineers  
 American Society for Engineering Education  
 International Society for Nanoscale Science, Computation and Engineering

### HONORS AND AWARDS:

President's Community Service Award (2008)  
 Inaugural Paul Bonderson Materials Fellowship (2007)  
 Research Scholarship, Center for the Advancement of Scholarship on Engineering Education, National Academy of Engineering (2006)  
 Eugene P. Wigner Fellowship, International Finalist(2006)  
 Tools and Techniques in Nanoscience Fellowship (2006)

### INSTITUTIONAL AND PROFESSIONAL SERVICE IN PAST FIVE YEARS:

University Professional Standards Committee (2009-10)  
 INBRE Summer Fellowship Review Committee (2009 - Present).  
 COEN Teaching and Learning (2008 - 2009).  
 Materials Research Society, MRS, Cal Poly Student Chapter Faculty Advisor (2007).

### PROFESSIONAL DEVELOPMENT ACTIVITIES IN PAST FIVE YEARS:

Continuing Education Program, "Journal Club", Department of Biological Sciences, Boise State University (2008-09)  
 "INBRE Nevada: Write Winning Grants", Grant Writers' Seminar and Workshops (2009).  
 "Ten Before Tenure", Center for Teaching and Learning, (2008-09).  
 "How to implement service learning into freshman and senior level courses", ASEE Brownbag on Service Learning (2008).  
 "Promoting intellectual and personality diversity during service learning" (2008).  
 "The Rhythms of Stone Course", Augustana College (2007).  
 "Introduction and Overview of the NSF Proposal Process", ASEE Conference (2007).

**NAME:** Michael Hurley  
**ACADEMIC RANK:** Research Assistant Professor  
**EDUCATION:**

<i>Degree</i>	<i>Major</i>	<i>Institution</i>	<i>Year</i>
BS	Engineering Science	University of Virginia	1999
MS	Materials Science & Engineering	University of Virginia	2002
PhD	Materials Science & Engineering	University of Virginia	2007

**NUMBER OF YEARS OF SERVICE ON THIS FACULTY:** 3  
**DATE OF ORIGINAL APPOINTMENT:** April 2007  
**DATE OF ADVANCEMENT IN RANK:** August 2008

**OTHER RELATED EXPERIENCE:**

Research Assistant Professor (2008-present), Materials Science & Engineering, Boise State University.  
 Post Doctoral Research Scientist (2007-08) Materials Science & Engineering, Boise State University.  
 Post Doctoral Research Scientist (2007), Center for Electrochemical Science and Engineering, University of Virginia.

**PRINCIPAL PUBLICATIONS OF LAST FIVE YEARS:**

P. Periasamy, M. F. Hurley, B. M. Marx, M. F. Simpson, D. P. Butt, "Compatibility Assessment of ZrN and HfN with Molten Salts of LiCl-KCl-NaCl-UCl<sub>3</sub>." Submitted to *J of Nuclear. Materials* (2009).  
 H. Cong, F. Bocher, N.D. Budiansky, M.F. Hurley, and J.R. Scully "Use of Coupled Multi-Electrode Arrays to Advance the Understanding of Selected Corrosion Phenomena." *Journal of ASTM International*, **4** No. 10 (2008).  
 M.F. Hurley, J. R. Scully. "Corrosion Propagation Behavior of New Metallic Rebar Materials in Simulated Concrete Environments and Engineering Implications" *ECS Trans.* **3**, 53 (2007).  
 N.D. Budiansky, F. Bocher, H. Cong, M.F. Hurley, and J.R. Scully, "Use of Coupled Multi-Electrode Arrays to Advance the Understanding of Selected Corrosion Phenomena" *Corrosion* **63**, 537, (2007).  
 M.F. Hurley and J.R. Scully, "Threshold Chloride Concentrations of Selected Corrosion Resistant Rebar Materials Compared to Carbon Steel," *Corrosion*, Vol. 62. No. 10 (2006).  
 M.F. Hurley, J. R. Scully. "Candidate Corrosion Resistant Reinforcement Materials for Concrete Structures: Corrosion Propagation Behavior," CORROSION/2006, paper no. 06340, San Diego, CA: NACE International (2006).  
 N. D. Budiansky, F. Bocher, H. Cong, M. F. Hurley, and J. R. Scully. "Use of Coupled Multi-Electrode Arrays to Advance the Understanding of Selected Corrosion Phenomena," CORROSION/2006, paper no. 06677, San Diego, CA: NACE International (2006).

**SCIENTIFIC AND PROFESSIONAL SOCIETIES:**

National Association of Corrosion Engineers, NACE.  
 The Electrochemical Society.

**PROFESSIONAL DEVELOPMENT ACTIVITIES IN PAST FIVE YEARS:**

"Writing Objectives for Problem-Based Learning", Center of Teaching and Learning, Boise (2009).  
 "I just want to be whelmed: Maintaining a Vibrant and Productive Work Life", Center of Teaching and Learning (2009).  
 "Designing Courses for Significant Learning, Part I: Learning Outcomes", Center of Teaching and Learning (2008).  
 "From Lab Reports to Scientific Articles: Helping Students Write Science", Center of Teaching and Learning (2008)



**NAME:** Brian Jaques  
**ACADEMIC RANK:** Research Engineer  
**EDUCATION:**

<i>Degree</i>	<i>Major</i>	<i>Institution</i>	<i>Year</i>
BS	Mechanical Engineering	Boise State University	2006
MS	Materials Science & Engineering	Boise State University	2008

**NUMBER OF YEARS OF SERVICE ON THIS FACULTY:** 2  
**DATE OF ORIGINAL APPOINTMENT:** May 2008  
**DATE OF ADVANCEMENT IN RANK:** N/A

**OTHER RELATED EXPERIENCE:**

Research Engineer (2008-present), Materials Science & Engineering, Boise State University

**PRINCIPAL PUBLICATIONS OF LAST FIVE YEARS:**

P.G. Callahan, B.J. Jaques, B.M. Marx, A.S. Hamdy, D.D. Osterberg, and D.P. Butt, "Synthesis of Dysprosium and Cerium Nitrides by a Mechanically Induced Gas-Solid Reaction." *Journal of Nuclear Materials*. **392**, 121-124 (2009).

B.J. Jaques, D.D. Osterberg, B.M. Marx, A.S. Hamdy, P.G. Callahan, and D. P. Butt, "New Routes to Lanthanide and Actinide Nitrides." Global 2009: The Nuclear Fuel Cycle: Sustainable Options & Industrial Perspectives, Paris, France. September 6-11, 2009.

B. Jaques, B. M. Marx, G. Balfour, A. S. Hamdy, and D. P. Butt, "Synthesis of Uranium Nitride by a Mechanically Induced Gas-Solid Reaction," *J. Nuclear Materials*, **381** [3] 309-311 (2008).

B.J. Jaques, B., H. Weston, D.G. Plumlee and A. J. Moll, "Advanced Fabrication Techniques for an Ion Mobility Spectrometer in Low-Temperature Co-Fired Ceramics." Proceedings of the IMAPS/ACerS 2<sup>nd</sup> International Conference and Exhibition on Ceramic Interconnect and Ceramic Microsystems Technologies, International Microelectronics and Packaging Society and the American Ceramics Society, April 25-27, 2006, Denver, CO (2006).

**SCIENTIFIC AND PROFESSIONAL SOCIETIES:**

American Ceramic Society  
 TMS

**HONORS AND AWARDS:**

Advanced Fuel Cycle Initiative, Generation IV Fellowship (2006-08)  
 Tau Beta Pi  
 Engineer in Training Certification (2006)  
 Outstanding Mechanical Engineering Student (2006)  
 National Science Foundation Scholar (2004-06)

**NAME:** William B. Knowlton

**ACADEMIC RANK:** Professor

**EDUCATION:**

<i>Degree</i>	<i>Major</i>	<i>Institution</i>	<i>Year</i>
A.A.	Math, Science & Engineering	Sacramento City College	1990
BS	Materials Science & Engineering	University of California, Berkeley	1992
MS	Materials Science & Engineering	University of California, Berkeley	1995
PhD	Materials Science & Engineering	University of California, Berkeley	1998

**NUMBER OF YEARS OF SERVICE ON THIS FACULTY:**

**10**

**DATE OF ORIGINAL APPOINTMENT:**

**August 2000**

**DATE OF ADVANCEMENT IN RANK:**

**July 2010**

**OTHER RELATED EXPERIENCE:**

Professor (2010-present), Electrical and Computer Engineering, Boise State University.

Professor (2010-present,) Materials Science & Engineering, Boise State University.

Affiliate Member (2005-present), St. Luke's Mountain States Tumor and Medical Research Institute, Boise, ID.

Associate Professor (2004-10) Electrical and Computer Engineering, Boise State University.

Associate Professor (2004-10), Materials Science & Engineering, Boise State University.

Affiliate Faculty (2004 – present), Materials Science & Engineering, Academic, University of Idaho.

Assistant Professor (200-04), Electrical and Computer Engineering, Boise State University.

Assistant Professor (2000-04), Materials Science & Engineering, Boise State University

Member of Technical Staff (1998-2000), Insight Analytical Labs, Colorado Springs, CO

Research Intern (1997-98), Hewlett Packard Laboratories, Palo Alto, CA

**CONSULTING, PATENTS, AND RELATED ACTIVITIES:**

P. Mullner and W.B. Knowlton, *Multi-state memory and multifunctional device based on magnetic shape-memory alloys*, U.S. Patent No. 7,710,766 (2010).

William B. Knowlton and Dale Russell, *Electrochemical Deposition Method Utilizing Microdroplets of Solution*, U.S. Patent No. 7,628,902 (2009).

**PRINCIPAL PUBLICATIONS OF LAST FIVE YEARS: (partial list)**

R.G. Southwick III, J.C. Reed, C. Buu, R. Butler, G. Bersuker, and W. B. Knowlton, *Limitations of Poole-Frenkel Conduction in Bilayer  $HfO_2/SiO_2$  MOS Devices*, IEEE Transactions on Device and Materials Reliability– in press (2010).

M. Reinhold\*, D. Kiener, W.B. Knowlton, G. Dehm, and P. Müllner, *Deformation twinning in Ni-Mn-Ga micropillars with 10M martensite*, Journal of Applied Physics **106**, (2009) pp. 053906 (1-6)

S Yingst, K. Bloxham, L. Warner, R. Brown, J. Cole, L. Kenoyer, W.B. Knowlton, J. T. Oxford, *Characterization of Collagenous Matrix Assembly in a Chondrocyte Model System*, Journal of Biomedical Materials Research Part A, **90A** (2009) pp. 247-255.

D. Estrada\*, M. L. Ogas\*, R. G. Southwick III\*, P. M. Price\*, R. J. Baker, W. B. Knowlton, *Impact of Single pMOSFET Dielectric Degradation on NAND Circuit Performance*, Microelectronics Reliability, **48**(3) (2008) p. 354–363.

J. Jozwiak, R. G. Southwick III\*, V. N. Johnson\*, W. B. Knowlton, and A. J. Moll, *Integrating through-wafer interconnects with active devices and circuits*, IEEE Transactions on Advanced Packaging, **31**(1) (2008) p. 4-13.

P. Müllner, Z. Clark\*, L. Kenoyer, W. B. Knowlton, and G. Kostorz, *Nanomechanics of orthorhombic Ni-Mn-Ga martensite*, Materials Science & Engineering A, **481–482** (2008) p. 66–72.

K. M. Reddy, R. Benson\*, Z. Clark\*, R. Hansen\*, J. Hays\*, A. Thurber\*, M. H. Engelhard, V. Shutthanandan, S. Thevuthasan, W. B. Knowlton and A. Punnoose, *On the Room Temperature Ferromagnetism of  $Zn_{1-x}Cr_xO$  Thin films Deposited by Reactive Co-sputtering*, Solar Energy Materials & Solar Cells, **91**, (2007) pp. 1496–1502.

R.G. Southwick III\*, and W. B. Knowlton, *Stacked Dual Oxide MOS Energy Band Diagram Visual Representation Program*, IEEE Transactions on Device and Materials Reliability, **6**(2) (2006) p. 136-145.

P. M. Lenahan, B. Knowlton; J.F. Conley, B. Tonti, J. Suehle, and T. Grasser., *Introduction to the Special Issue on the 2007 International Integrated Reliability Workshop*, IEEE Transactions on Device and Materials Reliability, **8**(3) (2008) p. 490.

#### SCIENTIFIC AND PROFESSIONAL SOCIETIES:

Materials Research Society (MRS); Institute of Electrical and Electronics Engineers (IEEE); American Physical Society (APS); American Society of Engineering Education (ASEE)

#### HONORS AND AWARDS:

IEEE Senior Member (2009)

Honored Faculty Member - Boise State University Top Ten Scholar/Alumni Association (2004 & 2008)

College of Engineering - Professor of the Year (2007)

Boise State University Rising Star (2004)

Electrical and Computer Engineering Professor of the Year–Boise State University IEEE Student Chapter (2004)

1st Boise State University Presidential Research and Scholarship Award (2004)

#### INSTITUTIONAL AND PROFESSIONAL SERVICE IN PAST FIVE YEARS:

Graduate Program Co-Coordinator, Materials Science & Engineering (2003-present);

Member, Boise State University NIH INBRE Summer Fellows Selection Committee (2004-2008);

Co-PI and Member, Biomedical Research Center [BRC SBOE Center] (2004-present);

Chair (Faculty Research Council (2007-Present);

Member, College of Engineering Graduate Committee (2004-present)

Co-Chair, Vice President of Research Search Committee (2005-2007);

Member, University Strategic Planning Committee (2005-2007);

Program Committee Member, International Semiconductor Device Research Symposium (ISDRS) 2009;

Guest Editor, Special Edition of IEEE Transactions on Device and Materials Reliability – Sept. 2008 Edition;

Management Committee Member, IEEE International Integrated Reliability Workshop 2002 – 2005 & 2008 – present;

Technical Committee Member, IEEE International Integrated Reliability Workshop 2002 – Present;

Guest Editor, Special Edition of IEEE Transactions on Device and Materials Reliability – June 2006 Edition;

Mentor, 2006 McNair Summer Research Fellowship Program;

#### PROFESSIONAL DEVELOPMENT ACTIVITIES IN PAST FIVE YEARS:

“Enhancing the Learning Environment”, NSF Workshop (2005)

“NBTI – Why won’t this go away” National Institutes of Standards and Technology (2009)

“Measurement Issues for High-k Technology including NBTI”, Stanford University (2008)

**NAME:** Paul Lindquist  
**ACADEMIC RANK:** Assistant Research Professor  
**EDUCATION:**

<i>Degree</i>	<i>Major</i>	<i>Institution</i>	<i>Year</i>
B.S.	Ceramic Engineering	University of Illinois	1978
Ph.D.	Materials Science & Engineering	University of Illinois	1988

**NUMBER OF YEARS OF SERVICE ON THIS FACULTY:** 1  
**DATE OF ORIGINAL APPOINTMENT:** December 2009  
**DATE OF ADVANCEMENT IN RANK:**

**OTHER RELATED EXPERIENCE:**

Research Assistant Professor (2009-present), Materials Science & Engineering, Boise State University.  
 Process Development Engineer, (2004–2007), Micron Technology Inc., Boise ID.  
 Member of the Technical Staff, Process Technologist, (2000-2004), NuTool Inc., Milpitas CA.  
 Member of the Technical Staff, Manager Enabling Technologies, (1993-1998), SCP Global Technology, Boise ID.  
 Advisory Engineer, (1988-1993), IBM Microelectronics, E. Fishkill NY,  
 Research Engineer, (1979-1983), Reed RockBit Co., Baker-Hughes, Houston TX.

**CONSULTING, PATENTS, AND RELATED ACTIVITIES:**

Patents: 6,413,403; 6,821,409; 6,802,946; 4,556,424; 6,878,213; 5,882,598;

**NAME:** Amy J. Moll

**ACADEMIC RANK:** Professor

**EDUCATION:**

<i>Degree</i>	<i>Major</i>	<i>Institution</i>	<i>Year</i>
BS	Ceramic Engineering	University of Illinois, Urbana	1987
MS	Materials Science & Engineering	University of California, Berkeley	1992
PhD	Materials Science & Engineering	University of California, Berkeley	1994

**NUMBER OF YEARS OF SERVICE ON THIS FACULTY:**

**10**

**DATE OF ORIGINAL APPOINTMENT:**

**August 2000**

**DATE OF ADVANCEMENT IN RANK:**

**July 2010**

**OTHER RELATED EXPERIENCE:**

Professor (2010 – present), Materials Science & Engineering, Boise State University  
 Chair, (2005-08), Materials Science & Engineering, Boise State University  
 Associate Professor (2004-10), Materials Science & Engineering, Boise State University  
 Affiliate Faculty (2003-present), Materials Science & Engineering, University of Idaho  
 Assistant Professor (2000-04), Mechanical Engineering, Boise State University  
 Project Manager (1999-2000), Strategic Commodities, Agilent Technologies, Colorado Springs, CO  
 Process Engineering Manager (1998-99), Colorado Springs Technology Center, Hewlett Packard  
 Production Manager (1996-98), Optoelectronics Division, Hewlett Packard, San Jose, CA  
 Research & Development Engineer (1994-96), Optoelectronics Division, Hewlett Packard, San Jose, CA

**PRINCIPAL PUBLICATIONS OF LAST FIVE YEARS:**

P.J. Andersen, M.N. Bentancur, A.J. Moll, and M.E. Frary, "Microstructural Effects during Chemical Mechanical Planarization of Copper", *Journal of the Electrochemical Society*, **157**, H120 (2010).  
 S.Y. Chyung, A.J. Moll, J. Callahan, M. Frary and B. Marx, "Improving Engineering Students' Cognitive and Affective Preparedness with a Pre-Instructional E-Learning Strategy," *Advances in Engineering Education*, **10** (1) 22-37 (2010).  
 D.L. Kellis, A.J. Moll and D.G. Plumlee, "Effects of silver paste application on embedded channels in low temperature co-fired ceramics", *Journal of Microelectronics and Electronic Packaging*, **6**, (1), 54 (2009).  
 J. Jozwiak, R.G. Southwick III, V.N. Johnson, W.B. Knowlton, and A.J. Moll, "Integrating Through-Wafer Interconnects with Active Device and Circuits," *IEEE Transactions on Advanced Packaging*, **31** (1) 4-13 (2008).  
 D. Plumlee, J. Steciak, and A. Moll, "Development and Simulation of an Embedded Hydrogen Peroxide Catalyst Chamber in Low Temperature Co-fired Ceramics," *International Journal of Applied Ceramic Technology*, **4** (5) 406-414 (2007).  
 J. Youngsman, B. M. Marx, S. Wolter, J. Glass, A.J. Moll "Miniature Multi-electrode Electrochemical Cell in LTCC," *Journal of Microelectronics and Electronic Packaging*, **4** (1) 31-36 (2007).  
 A.J. Moll, W.B. Knowlton, R. Oxford, "Through wafer interconnects for 3-D Packaging", *Enabling Technologies for 3-D Integration Symposium*, p163-9 (2007).  
 K. Moeller, J. Besecker, G. Hampikian, A. Moll, D. Plumlee, J. Youngsman and J.M. Hampikian, "A prototype continuous flow polymerase chain reaction LTCC device," *Materials Science Forum*, 2007, Vols. **539-543**, 523-528.  
 P.A. Miranda, J. Imonigie, and A.J. Moll, "Through-Wafer Interconnect CMP: An Investigation of Slurry Interaction Effects using a Design of Experiments Approach," *Journal of the Electrochemical Society*, **153** (3) G211-G217 (2006)

S. Miller, P. Pyke, A. Moll, M. Wintrow, C. Schrader, J. Callahan, "Successes of an Engineering Residential College Program Within an Emerging Residential Culture," American Society for Engineering Education Annual Conference & Expo, **2009-1113** (2009).

J.F. Gardner, P.A. Pyke, C.B. Schrader, J.M. Callahan, A.J. Moll, "The Party's Over, Sustaining Support Programs When the Funding is Done" American Society for Engineering Education Annual Conference & Expo, **2008-2786** (2008).

J.F. Gardner, P.A. Pyke, M.J. Belcheir, J.M. Hampikian, A.J. Moll, C.B. Schrader, "An Innovative Method to Realistically Track Engineering Student Retention and Academic Progress," American Society for Engineering Education Annual Conference & Expo, **2007-1266** (2007)

J.M. Hampikian, J. Guarino, Y. Chyung, A. Moll, P. Pyke, J. Gardner, C. Schrader, "Assessing a Retention Program for Pre-Freshman Engineering Students", American Society for Engineering Education Annual Conference & Expo, **2007-1998** (2007).

#### **SCIENTIFIC AND PROFESSIONAL SOCIETIES:**

American Society for Engineering Education

International Microelectronic and Packaging Society

Materials Research Society

Women in Engineering Program Advocates Network, WEPAN

Society of Women Engineers

#### **HONORS AND AWARDS:**

Golden Apple Award, Associated Student of Boise State, 2007

Honoree, Women Making Herstory, 2006

Best Poster, UGIM Conference, 2003

Hewlett Packard Ovations, 1998

#### **INSTITUTIONAL AND PROFESSIONAL SERVICE IN PAST FIVE YEARS:**

Undergraduate Coordinator, Materials Science & Engineering

Accreditation Committee, College of Engineering

Scholarship Committee, College of Engineering

Co-Chair, Core Reform Task Force, Boise State University

Core Curriculum Committee, Boise State University

Technical Chair and General Chair, Ceramic Interconnect and Ceramic Microsystems Conference, 2008-11

Chair, Public Outreach Committee, Materials Research Society,

Chair, NOVA series "Stuff" Committee, Materials Research Society

Host, Nano-Days, NISE Network

Associate Editor, Journal of Applied Ceramic Technology, 2007-08

#### **PROFESSIONAL DEVELOPMENT ACTIVITIES IN PAST FIVE YEARS:**

"How to use You-Tube in the Classroom," Center for Teaching and Learning (2010)

"Publish and Flourish: Become a Prolific Scholar", Center of Teaching and Learning (2007)

"Writing & Citing: Helping Students Use Source Material and Avoid Plagiarism", Center of Teaching and Learning (2006)

**NAME:** Peter Müllner

**ACADEMIC RANK:** Professor

**EDUCATION:**

<i>Degree</i>	<i>Major</i>	<i>Institution</i>	<i>Year</i>
MS	Materials Engineering	ETH Zurich, Swiss Federal Institute of Technology	1991
PhD	Materials Engineering	ETH Zurich, Swiss Federal Institute of Technology	1994

**NUMBER OF YEARS OF SERVICE ON THIS FACULTY:** 6

**DATE OF ORIGINAL APPOINTMENT:** July 2004

**DATE OF ADVANCEMENT IN RANK:** July 2009

**OTHER RELATED EXPERIENCE:**

Professor (2009-present), Materials Science & Engineering, Boise State University.

Director (2006-present) Boise State Center for Materials Characterization, Boise State University

Associate Professor (2004-09), Materials Science & Engineering, Boise State University.

Senior Researcher (1998-2004), Institute of Applied Physics, ETH Zurich, Switzerland

Research Associate (1996-98), Max Planck Institute für Metallforschung, Stuttgart, Germany

Post Doctoral Researcher (1995), University of Illinois, Urbana, Illinois.

**CONSULTING, PATENTS, AND RELATED ACTIVITIES:**

Peter Mullner and William B. Knowlton, "Multi-state memory and multifunctional device based on magnetic shape-memory alloys," U.S. Patent No. 7,710,766 (2010).

**PRINCIPAL PUBLICATIONS OF LAST FIVE YEARS:**

D. C. Dunand, and P. Müllner, "Size effects on magnetic actuation in Ni-Mn-Ga shape-memory alloys", *Advanced Materials* 23 (2011) 216-232.

M. Chmielus, C. Witherspoon, R. Wimpory, A. Paulke, A. Hilger, X. X. Zhang, D. C. Dunand, and P. Müllner, "Magnetic-field-induced recovery strain in polycrystalline Ni-Mn-Ga foam", *Journal of Applied Physics* 108 (2010) 123526.

P. Müllner and A. King, "Deformation of hierarchically twinned martensite", *Acta Materialia* 58 (2010) 5242-5261.

M. Reinhold, C. Watson, W. B. Knowlton, and P. Müllner, "Transformation twinning of Ni-Mn-Ga characterized with temperature-controlled atomic force microscopy", *Journal of Applied Physics* 107 (2010) 113501.

M. Chmielus, K. Rolfs, R. Wimpory, W. Reimers, P. Müllner, and R. Schneider, "Effects of surface roughness and training on the twinning stress of Ni-Mn-Ga magnetic shape memory alloys", *Acta Materialia* 58 (2010) 3952-3962.

J. Guldbakke, M. Chmielus, K. Rolfs, R. Schneider, P. Müllner, and A. Raatz, "Magnetic, mechanical, and fatigue properties of a Ni<sub>45.4</sub>Mn<sub>29.1</sub>Ga<sub>21.6</sub>Fe<sub>3.9</sub> single crystal", *Scripta Materialia* 62 (2010) 875-878.

K. Rolfs, M. Chmielus, R. C. Wimpory, A. Mecklenburg, P. Müllner, and R. Schneider "Double twinning in Ni-Mn-Ga-co", *Acta Materialia* 58 (2010) 2646-2651.

V. A. Chernenko, M. Chmielus, and P. Müllner, "Large magnetic-field-induced strains in Ni-Mn-Ga non-modulated martensite", *Applied Physics Letters* 95 (2009) 103104.

M. Chmielus, X. X. Zhang, C. Witherspoon, D. C. Dunand, and P. Müllner, "Giant magnetic-field-induced strains in polycrystalline Ni-Mn-Ga foams", *Nature Materials* 8/11 (2009) 863-866.

M. Reinhold, D. Kiener, W. B. Knowlton, G. Dehm, and P. Müllner, "Deformation twinning in Ni-Mn-Ga micropillars with 10M martensite", *Journal of Applied Physics* 106 (2009) 053906.

- V. A. Chernenko, K. Oikawa, M. Chmielus, S. Besseghini, E. Villa, F. Albertini, L. Righi, A. Paoluzi, P. Müllner, R. Kainuma, and K. Ishida, "Properties of Co-alloyed Ni-Fe-Ga ferromagnetic shape memory alloys", *Journal of Materials Engineering and Performance* 18/5 (2009) 548-553.
- V. Golub, K. M. Reddy, V. A. Chernenko, P. Müllner, A. Punnoose, and M. Ohtuska, "Ferromagnetic resonance properties and anisotropy of Ni-Mn-Ga thin films of different thicknesses deposited on Si substrates", *Journal of Applied Physics* 105 (2009) 07A942.
- V. A. Chernenko, S. Besseghini, M. Hagler, P. Müllner, M. Ohtuska, and F. Stortiero, "Properties of sputter-deposited Ni-Mn-Ga thin films", *Mater. Science and Engineering A* 481-482 (2008) 271-274.
- P. Müllner, Z. Clark, L. Kenoyer, W. B. Knowlton, and G. Kostorz, "Nano-mechanics and magnetic structure of orthorhombic Ni-Mn-Ga martensite", *Mater. Science and Engineering A* 481-482 (2008) 66-72.
- Y. Boonyongmaneerat, M. Chmielus, P. Müllner, D. Dunand, "Increasing magnetoplasticity in polycrystalline Ni-Mn-Ga by reducing internal constraints through porosity", *Physics Review Letters* 99 (2007) 247201.
- V. A. Chernenko, S. Doyle, M. Kohl, P. Müllner, S. Besseghini, and M. Ohtsuka, "Texture of submicron Ni-Mn-Ga thin films studied by x-ray beam line of synchrotron source", *Z.f. Kristallog.* 26 (2007) 229-234.
- V. A. Chernenko, S. Besseghini, P. Müllner, G. Kostorz, J. Schreuer, and M. Krupa, "Ferromagnetic shape memory materials: underlying physics and practical importance", *Sensor Letters* 5 (2007) 229-233.
- V. A. Chernenko, M. Hagler, P. Müllner, V. A. Kniazkyi, V. A. L'vov, M. Ohtuska, S. Besseghini, "Magnetic susceptibility of martensitic Ni-Mn-Ga film", *Journal of Applied Physics* 101 (2007) 053909.

#### **SCIENTIFIC AND PROFESSIONAL SOCIETIES:**

- American Society for Engineering Education.
- ETH Zurich Alumni Association.
- Materials Research Society.
- Sigma Xi, The Scientific Research Society.
- The Mineral, Metals & Materials Society.

#### **HONORS AND AWARDS:**

- ETH Silver Medal for outstanding Diploma Thesis (1994)

#### **INSTITUTIONAL AND PROFESSIONAL SERVICE IN PAST FIVE YEARS:**

- Scholarly Activities and Research Committee, College of Engineering
- Director, Boise State Center for Materials Characterization
- Co-organizer, International Workshop on Magnetic Shape memory Alloys
- Co-organizer, MRS Symposium "Materials Structures-The Nabarro Legacy", 2008.
- Patent Committee, Boise State University
- Graduate Program Coordinator, Materials Science & Engineering, 2008
- Guest Editor for *Progress in Materials Science*, 2009.

#### **PROFESSIONAL DEVELOPMENT ACTIVITIES IN PAST FIVE YEARS:**

- "Grade Conversation", Center of Teaching and Learning, Boise (2010)
- "A Peer Assessment System to Improve Student Team Experiences", Center of Teaching and Learning (2010).
- "Scholarly Approaches to Teaching: Getting Started with Action Research", Center of Teaching and Learning (2008)
- "Active Learning: Creating Excitement in the Classroom", Center of Teaching and Learning (2006)



**NAME:** Rick Ubic  
**ACADEMIC RANK:** Research Associate Professor  
**EDUCATION:**

<i>Degree</i>	<i>Major</i>	<i>Institution</i>	<i>Year</i>
BS	Materials Science & Engineering	Case Western Reserve University	1993
MS	Materials Science & Engineering	Case Western Reserve University	1994
PhD	Engineering Materials	University of Sheffield	1998

**NUMBER OF YEARS OF SERVICE ON THIS FACULTY:** 3  
**DATE OF ORIGINAL APPOINTMENT:** February 2007  
**DATE OF ADVANCEMENT IN RANK:** October 2009

**OTHER RELATED EXPERIENCE:**

Research Associate Professor (2009-present), Materials Science & Engineering, Boise State University. (2009 - Present).  
 Research Assistant Professor (2007-09), Materials Science & Engineering, Boise State University.  
 Senior Lecturer( 2005-07), Department of Materials, Queen Mary, University of London, England.  
 Director/Liaison (2002-07), Electron Microscopy and Microanalysis Suite, Queen Mary, University of London, England.  
 Director of Undergraduate Admissions (2001 - 07), Department of Materials, Queen Mary, University of London, England.  
 Lecturer (1999 - 2005), Department of Materials, Queen Mary, University of London, England.  
 Post Doctoral Research Associate (1998-99), Engineering Materials, University of Sheffield, England.

**PRINCIPAL PUBLICATIONS OF LAST FIVE YEARS:**

T. Joseph, P.S. Anjana, S. Letourneau, R.Ubic, S. van Smaalen, and M.T. Sebastian, "Structure and microwave dielectric properties of  $\text{Ca}_5\text{A}_4\text{TiO}_{17}$  (A = Nb, Ta) ceramics," *Materials Chemistry and Physics*, in press.  
 J.J. Bian, L.L. Yuan, and R. Ubic, "New perovskite oxides of the type  $(\text{M}_{\frac{1}{2}}\text{Ln}_{\frac{3}{2}})(\text{Mg}_{\frac{1}{2}}\text{Ti}_{\frac{1}{2}})\text{O}_3$  (M = Na, Li; Ln = La, Nd, Sm): Crystal structure and microwave dielectric properties," *Ceramic Transactions*, in press.  
 R. Ubic and G. Subodh, "The prediction of lattice constants in orthorhombic perovskites," *Journal of Alloys and Compounds*, **488** 374-379 (2010).  
 R. Ubic, G. Subodh, M.T. Sebastian, D. Gout, and T. Proffen, "Structure of  $\text{Sr}_{0.4}\text{Ce}_{0.4}\text{TiO}_{3x}$ ," *Chemistry of Materials*, **21** 4706-4710 (2009).  
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 X. Lu, Y. Lee, S. Yang, Y. Hao, R. Ubic, J.R.G. Evans, and C.G. Parini, "Fabrication of millimeter-wave electromagnetic bandgap crystals using microwave dielectric powders," *Journal of the American Ceramic Society*, **92** [2] 371-378 (2009).  
 R. Ubic, G. Subodh, M.T. Sebastian, D. Gout, and T. Proffen, "Structure of compounds in the  $\text{Sr}_{1-3x/2}\text{Ce}_x\text{TiO}_3$  Homologous Series," *Chemistry of Materials*, **20** [9] 3127-3133 (2008).  
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 Y.J. Lee, X.S. Lu, Y. Hao, S.F. Yang, R. Ubic, J.R.G. Evans, and C.G. Parini, "Rapid prototyping of cerami millimeterwave metamaterials: Simulations and experiments," *Microwave and Optical Technology Letters*, **49** [9] 2090-2093 (2007).  
 J.J. Bian, K. Yan, and R. Ubic, "Structure and Microwave Dielectric Properties of  $\text{Sm}_{(2-x)/3}\text{Li}_x\text{TiO}_3$ ," *Journal of Electroceramics*, **18** 283-288 (2007).  
 R. Ubic, "Revised Method for the Prediction of Lattice Constants in Cubic and Pseudocubic Pervoskites" *Journal of the American Ceramic Society*, **90** [10] 3326-3330 (2007).

Y. Lee, X. Lu, Y. Hao, S. Yang, R. Uvic, J.R.G. Evans, and C.G. Parini, "Directive Millimetre-Wave Antenna Based on Freeformed Woodpile EBG Structure," *Electronics Letters*, **43** 195 (2007).

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H. Yan, H. Zhang, R. Uvic, M.J. Reece, J. Liu, Z. Shen, "Orientation Dependence of Dielectric and Relaxor Behaviour in Aurivillius Phase  $\text{BaBi}_2\text{Nb}_2\text{O}_9$  Ceramics Prepared by Spark Plasma Sintering," *Journal of Materials Science: Materials in Electronics*, **17** [9] 657-661 (2006).

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R. Uvic, Y. Hu, K. Khamoushi, and I. Abrahams, "Structure and Properties of  $\text{La}(\text{Zn}_{1/2}\text{Ti}_{1/2})\text{O}_3$ ," *Journal of the European Ceramic Society*, **26** 1787-1790 (2006).

## SCIENTIFIC AND PROFESSIONAL SOCIETIES:

Institute of Physics, Electron Microscopy and Analysis Group

American Ceramic Society

## HONORS AND AWARDS:

Edgar Andrews Best Journal Article, QMUL Department of Materials. (2006)

Robert L. Coble Award for Young Scholars, American Ceramic Society (2004)

Edward C. Henry Best Paper Award, American Ceramic Society (2003)

Berthold Eichler Memorial Prize, G.R. Stein Refractories (1998)

## INSTITUTIONAL AND PROFESSIONAL SERVICE IN PAST FIVE YEARS:

Materials Research Bulletin, Associate Editor. (2007 - Present).

Web Committee, College of Engineering, Boise State University

Thesis Committee, Master of Health Science, Boise State University

External Examiner, PhD Defense, University of Sydney, Australia and Jozef Stefan International School, Slovenia

Symposium Organizer, Dielectric Ceramic Materials, MS&T (2010)

Reviewer, Innovation and Technology Commission of Hong Kong

## PROFESSIONAL DEVELOPMENT ACTIVITIES IN PAST FIVE YEARS:

"Using the Scholarship of Teaching and Learning to Enhance Your Teaching" Center for Teaching and Learning (2009)

"I Just Want to be Whelmed: Maintaining a Vibrant and Productive Work Life", Center of Teaching and Learning (2009)

"Bungling the Burglars Who Steal Your Time, Attention, Energy and (Really) Your Life: For Those Who Want to Take a Stand Against this Crime!", Center of Teaching and Learning (2009)

Certificate for Professional Development in "Integrating Research and Teaching" (2009)

"Graduate Mentoring: From Good to Great!", Center of Teaching and Learning (2008)

"Scholarly Approaches to Teaching: Getting Started with Action Research ", Center of Teaching and Learning (2008)

**NAME:** Chad Watson  
**ACADEMIC RANK:** Research Associate  
**EDUCATION:**

<i>Degree</i>	<i>Major</i>	<i>Institution</i>	<i>Year</i>
BS	Materials Engineering	New Mexico Institute of Mining and Technology	1999
MS	Materials Engineering	New Mexico Institute of Mining and Technology	2001

**NUMBER OF YEARS OF SERVICE ON THIS FACULTY:** 3  
**DATE OF ORIGINAL APPOINTMENT:** October 2007  
**DATE OF ADVANCEMENT IN RANK:**

**OTHER RELATED EXPERIENCE:**

Instructor (2008-present), Materials Science & Engineering, Boise State University.  
 Research Associate (2007-present), Materials Science & Engineering, Boise State University.  
 Member of Technical Staff (2004-07), Sandia National Laboratories, Albuquerque, NM.

**PRINCIPAL PUBLICATIONS OF LAST FIVE YEARS:**

T.F. Juliano, T.E. Buchheit, S.V. Kalinin, C. Watson, Y.G. Gogotsi, J. Shin, A.P. Baddorf, "Detection of Indentation Induced FE-to-AFE Phase Transformation in Lead Zirconate Titanate." *Journal of the American Ceramic Society*, **89**(11), 3557-3559 (2006).  
 C. Watson, P Yang, "Effects of Lead Stoichiometry on the Microstructure and Mechanical Properties of PZT 95/5" *Ceramic Transactions*, **167**, 89-98 (2005).  
 C. Watson, "Strength and Reliability of Lead Zirconate Titanate Ceramics" *Fracture Mechanics of Ceramics*, **14**, 485-498 (2005).

**HONORS AND AWARDS:**

Employee Recognition Award, Sandia: Glass-to-Metal Team. (2006).

**PROFESSIONAL DEVELOPMENT ACTIVITIES IN PAST FIVE YEARS:**

National Capstone Design Conference, NSF and ASEE, University of Colorado (2010)  
 "Failure Analysis of Brittle Materials Summer Course", University of New Mexico. (2006).  
 "MiniTab Basic Statistics and Statistical Process Control Short Course". (2006).  
 "Glass Science & Technology Short Course", Elan Technologies. (2005).  
 "Process & Measurements Assurance Program short course". (2005).

## APPENDIX D: Data tables

<b>Materials Science and Engineering — Tenure-Track and Research Faculty</b>			
	<i>Tenure Track</i>	<i>Research</i>	<i>Total</i>
<b>Idaho</b>	<b>10.0</b>	<b>17.0</b>	<b>27.0</b>
University of Idaho	3.0	0.0	3.0
Idaho State University	NA	NA	NA
Boise State University	8.0	16.0	24.0
<b>Colorado</b>	<b>20.0</b>	<b>17.0</b>	<b>37.0</b>
Colorado School of Mines	20.0	17.0	37.0
<b>Montana</b>	<b>4.0</b>	<b>0.0</b>	<b>4.0</b>
University of Montana	4.0	0.0	4.0
<b>Wyoming</b>	<b>0.0</b>	<b>0.0</b>	<b>0.0</b>
University of Wyoming	NA	NA	NA
<b>Utah</b>	<b>17.0</b>	<b>24.0</b>	<b>41.0</b>
University of Utah	17.0	24.0	41.0
Utah State	NA	NA	NA
<b>Nevada</b>	<b>NA</b>	<b>NA</b>	<b>NA</b>
University of Nevada-Reno	9.0	4.0	13.0
University of Nevada-Las Vegas	NA	NA	NA
<b>Oregon</b>	<b>NA</b>	<b>NA</b>	<b>NA</b>
University of Oregon	NA	NA	NA
Oregon State	NA	NA	NA
<b>Washington</b>	<b>11.0</b>	<b>18.0</b>	<b>29.0</b>
University of Washington	11.0	18.0	29.0
Washington State University	NA	NA	NA
<b>Regional Averages</b>	<b>7.8</b>	<b>9.5</b>	<b>17.3</b>

PhD Production<sup>1</sup>

	2009	2008	2007	Average
<b>Idaho</b>	<b>0.0</b>	<b>3.0</b>	<b>0.0</b>	<b>1.0</b>
University of Idaho	0.0	3.0	0.0	1.0
Idaho State University	0.0	0.0	0.0	0.0
Boise State University	0.0	0.0	0.0	0.0
<b>Colorado</b>	<b>6.0</b>	<b>2.0</b>	<b>10.0</b>	<b>6.0</b>
Colorado School of Mines	5.0	2.0	10.0	5.7
Colorado State University	0.0	0.0	0.0	0.0
University of Colorado	1.0	0.0	0.0	0.3
<b>Montana</b>	<b>0.0</b>	<b>0.0</b>	<b>0.0</b>	<b>0.0</b>
Montana State	0.0	0.0	0.0	0.0
University of Montana	0.0	0.0	0.0	0.0
<b>Wyoming</b>	<b>0.0</b>	<b>0.0</b>	<b>0.0</b>	<b>0.0</b>
University of Wyoming	0.0	0.0	0.0	0.0
<b>Utah</b>	<b>2.0</b>	<b>8.0</b>	<b>0.0</b>	<b>3.3</b>
University of Utah	2.0	8.0	0.0	3.3
Utah State	0.0	0.0	0.0	0.0
<b>Nevada</b>	<b>5.0</b>	<b>5.0</b>	<b>1.0</b>	<b>3.7</b>
University of Nevada-Reno	4.0	3.0	1.0	2.7
University of Nevada-Las Vegas	1.0	2.0	0.0	1.0
<b>Oregon</b>	<b>3.0</b>	<b>4.0</b>	<b>1.0</b>	<b>2.7</b>
University of Oregon	0.0	0.0	0.0	0.0
Oregon State	3.0	4.0	1.0	2.7
<b>Washington</b>	<b>13.0</b>	<b>10.0</b>	<b>18.0</b>	<b>13.7</b>
University of Washington	10.0	7.0	11.0	9.3
Washington State University	3.0	3.0	7.0	4.3
<b>Regional Averages</b>	<b>3.6</b>	<b>4.0</b>	<b>3.8</b>	<b>3.8</b>

<sup>1</sup> Source: National Science Foundation/Division of Science Resource Statistics, Survey of Earned Doctorates, 2009-2007

## Appendix E: Facilities Detail

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The following is a list of the major equipment items in the instructional and research laboratories of the College of Engineering segregated by building and room. Areas such as classroom and teaching labs that perform a direct academic function are also listed. In addition, a list of computer laboratories and software is also included. The list includes equipment owned by other departments including ECE and MBE because these facilities are often shared through collaborations and joint research projects.

<b>ET 104</b>	<b>MSE Surface Science Research Lab</b>
ET 104	Triboscope TS-70
ET 104	Conductive AFM Module
ET 104	Diamond Indenter Tip for AFM, Qty 2
ET 104	FEI 800-03103-03 SEM microscope
ET 104	Herzan TS-140 Desktop Active V
ET 104	Herzan VA-2 3-axis Vibration Sensor
ET 104	Hysitron Temperature Controller
ET 104	Multimode Scanning Probe
ET 104	Novascan UltraViolet Surface
ET 104	SCM Scanning Capacitance Microscope
ET 104	SPC Special Nano TAC-2 heater/cooler
ET 104	TMC 63-531 Vibration Isolation
ET 104	Veeco DHMX microscopy package
ET 104	Veeco Nanoscope IV Scanning Probe
ET 104	Veeco V, Upgrade to NanoScope V Station

<b>ET 104A</b>	<b>ECE Optical Research Lab</b>
ET 104A	Quantum Energy Max Sensor
ET 104A	Opotek LD 355 II laser system
ET 104A	Princeton ProEM 512 EMCCD Camera System, Qty 2

<b>ET 105</b>	<b>ECE &amp; MSE IML Semiconductor Test Facility</b>
ET 105	CHA 600 Thermal Evaporator
ET 105	Philtec 2015E Signatone Groover
ET 105	CALIBRATION KIT/STRASBAUGH
ET 105	Advanced Energy Ejmdx500 Power Supply:
ET 105	Neslab HX-150 chiller
ET 105	Stereozoom Microscope: Stemi 2
ET 105	Vacuum Pump: Pfeiffer TCP300
ET 105	Alcatel 2063 Vacuum Pump
ET 105	Model 310A Lasair II Airborne
ET 105	Nikon Opiphot66 Microscope with Camera
ET 105	220261 4" Gimbal Carrier
ET 105	West Bond 747677E-79 Wedge Bonder
ET 105	Afpp 500S Probe Computer Sys

ET 105	Veeco Ion Mill
ET 105	Rapid Thermal Annealing System RTP-6005
ET 105	AJA ATC Orion 5-HV Sputtering Syst
ET 105	CMP UNIT
ET 105	Plasmalab System 100 lcp 180
ET 105A	Carbon Dioxide Unit

<b>ET 106 ECE &amp; MSE IML Metrology Lab</b>	
ET 106	HD17095 broad band amplifier
ET 106	HP E4420B RF Generator
ET 106	HP Esa-L 9Khz-1.5Ghz Spectrum Analyzer
ET 106	Rf Signal Generator 250K-2Ghz
ET 106	Varian 979 Turbo Pump Leak Detector
ET 106	Veeco WYKO NT-1100 profiling system
ET 106	Dektak V200 Profile System

<b>ET 107 ECE &amp; MSE Lab IML Semicond. Fab Cleanroom</b>	
ET 107	Semitool ST-460 Spin Rinser Dryer
ET 107	SCP Elipsometer: Gaertner Klinger
ET 107	Nikon Opiphot66 Microscope with Camera
ET 107	Nano Metrics Nano Spec
ET 107	4000AMS4 Controller
ET 107	Headway PWM32-PS-R790 Manual Ph
ET 107	Branson Etcher
ET 107	Basic Hydraulic Test Bench
ET 107	Inspection System: Kla Wafer
ET 107	Nano-Master SWC-2000 Megasonic
ET 107	Basic Hydraulic Test Bench
ET 107	Quintel Q4000-6TI
ET 107	Sogevac Vacuum Pump
ET 107	Neslab CFT-300 chiller
ET 107	Acid Tank

<b>ET 108 ECE &amp; MSE IML SEM Lab</b>	
ET 108	Leo 1430Vp SEM
ET 108	Hitachi S-4500 SEM

<b>ET 109 ECE&amp;MSE SPM/AFM Systems &amp; Nanofab. Lab</b>	
ET 109	Low-noise Voltage Preamplifier
ET 109	34U Cabinet
ET 109	TMC 63-531 Vibration Isolation
ET 109	Edmund Industries Camera System
ET 109	Silicon photomultiplier
ET 109	Keithley 590 C-V analyzer
ET 109	Mastercycler Personal #E533200
ET 109	Eppendorf NA BioPhotometer
ET 109	Agilent DSO5014A Oscilloscope

ET 109	Excellence Level Balance
ET 109	Stanford Research SR830 Amplifier
ET 109	fluorescence Illumination Syst
ET 109	Switching Matrix Mainframe 707A
ET 109	Oscilloscope Infiniium 1 Gsa/S
ET 109	Eppendorf Microcentrifuge 5430R
ET 109	Agilent Pulse Generator
ET 109	E5250A Low Leakage Switch Main
ET 109	Agilent 4284A LCR Meter, Qty 2
ET 109	Oscilloscope Infiniium 1 Gsa/S
ET 109	81110A -165/330 Mhz Pulse/Patt
ET 109	Microscope Leitz
ET 109	JM Micromanipulator 6200 Analytic
ET 109	Micromanipulator 6700-MZ6
ET 109	RF Network Analyzer: 1.3 Ghz
ET 109	Tunable light source as per quote
ET 109	Agilent 54832D Oscilloscope
ET 109	Micromanipulator Probe Station
ET 109	Switching Matrix Mainframe Ke
ET 109	Oscilloscope Infiniium 1 Gsa/S
ET 109	Keithly 4200-SCS/F Semiconductor Char.
ET 109	Veeco TUNA Tunneling AFM Application
ET 109	Agilent 4156C
ET 109	Alpha Innotech FlourChem Q system
ET 109	Microscope Head
ET 109	Keithly Semiconductor Characterization
ET 109	Variable Temperature Probe Station

<b>ET 212 Computer Lab</b>	
ET 212	Dell Optiplex 380 Workstations and Monitors, Qty 38

<b>ET 213-4 Linux Computer Lab</b>	
ET 213-4	Dell T3400 Precision Workstations and Monitors, Qty 32

<b>ET 237 Computer Lab</b>	
ET 237	Computers and Monitors, Qty 24

<b>ET 238 CAD Classroom</b>	
ET 238C	LCD Monitor 30"
ET 238C	Pnc Sign Maker
ET 238C	Roland Digital Pnc
ET 238C	Roland Digital Pnc
ET 238	Dell Optiplex 380 Workstations and Monitors, Qty 30
<b>ET 240 CS, ECE &amp; MSE Dept Offices</b>	
ET 240A	AOR AR5000A +3B wideband receiver
ET 240A	HP Esa-L 9Khz-1.5Ghz Spectrum Analyzer



ET 240A	Agilent 81130A pulse pattern generator
ET 240A	Agilent Pulse Pattern Generator
ET 240A	HP Infiniium Oscilloscope 1Gsa/S 4 Channel
ET 240A	HP 89410A Signal Analyzer
ET 240A	Agilent 89600S vector signal analyzer
ET 240C	U-Shape Kimball Workstation

<b>ET 335 ECE MOS-FET Research Lab</b>	
ET 335	PolyCom Video Conferencing System
ET 335	Agilent MS07104A Oscilloscope

<b>HML 102 HML High Bay Teaching Lab Area (Shared)</b>	
HML 102	Solar Water Heater/Instrument.
HML 102	Trainer Scott Air Conditioning 9086
HML 102	RF Power Supply 1200 watt 13.5
HML 102	Power Supply 3kw: 13.56mhz
HML 102	Reaction Frame
HML 102	CONSOLIDATION APPARATUS
HML 102	Ach401607032
HML 102	Hydraulic Universal Test Machine
HML 102	Thermal Technologies 10165 Hot Press
HML 102	SHB BH Looper

<b>HML103 MSE Magnetic Materials Research Lab</b>	
HML 103	Ntrou OA-1 Oxygen Analyzer
HML 103	Struers LaboPol-5 Grinding/Polishing Machine
HML 103	Allied High Tech 5-5100 TechCut 4 Low Speed Saw
HML 103	GSL1500X tube furnace
HML 103	Infinity x21C 21 camera
HML 103	HiCube 80 Eco Turbo Pump
HML 103	Fume Hood Assembly: Labconco
HML 103	Princeton Scientific WS22 High
HML 103	Xantrex XDC 80-150 12kW power supply
HML 103	REITEL Feinwerktechnik Induret 33802 Casting Unit
HML 103	Despatch Magnetic Oven
HML 103	Complete kSA Multi-beam Optica
HML 103	Single Crystal Growth Furnace
HML 103	Annealing Box Furnace
HML 103	Laboratory Scale
HML 103	Hot Plate
HML 103	Precision Scale
HML 103	ADE Model 10 VSM Magnetometer
HML 103	Dynamical Magneto-Mechanical Testbench with Rotating Magnet
HML 103	Dynamical Magneto-Mechanical Testbench with Linear Actuation
HML 113	ENA Series Network Analyzer
HML 102	AMS Truck Mounted Power Probe

<b>HML 114 Machine Shop</b>	
HML 114	Rong Fu Lobo Milling/Drilling Machine 20"
HML 114	Monarch 15 x 60 lathe
HML 114	Welding System Rfq Lq99-140Rev
HML 114	Lathe Tida #1240E Bench Lathe
HML 114	Wilton Bandsaw Heavy Duty Cut-Off
HML 114	Sharp Vertical Milling Machine
HML 114	CM-01S Cuttermaster Select Too
HML 114	Band Saw: Contour 2013-V
HML 114	618M Surface Grinder
HML 114	Sharp LMV-50 Mill W/Table Power Feed
HML 114	Lathe: South Bend G-26 Geared
HML 114	Haas TM-1 Milling Machine

<b>MEC 113 MSE BSU Center for Mat'ls Charact. Research Lab</b>	
MEC 113	Leica Microsystems Inc.Vibration Isolation Table
MEC 113	Ion Beam Thinner w/HP computer XLA/2000
MEC 113	Struers LaboPol-5 Grinding/Polishing Machine, Qty 2
MEC 113	Buehler 11-1280-160 Low Speed Saw
MEC 113	GKM: RMC Glass Knife Maker
MEC 113	D500i Dimpler
MEC 113	Gatan 656 Dimple Grinder
MEC 113	Buehler Versamet 3 Inverted Optical Microscope
MEC 113	High Precision Balance
MEC 113	Turbo Carbon Evaporator
MEC 113	Gatan 691 Ion Beam Thinner
MEC 113	Leica EM UC6b Ultramicrotome
MEC 113	JEOL TEM Ion Slicer
MEC 113	Bruker D8 Discover diffraction system
MEC 113A	Turbo Pumping station as peer
MEC 113A	TEM microscope

<b>MEC 117 MSE Mechanical Test Research Lab</b>	
MEC 117	Dynamic Force Transducer
MEC 117	Ewald Thermocouple Welder Package 7007
MEC 117	MTS Servohydraulic Mechanical Syst

<b>MEC 208 ECE Shared Research Lab</b>	
MEC 208	HP 3325A Synthesizer/Function Generator
MEC 208	Drytel 100 Vacuum
MEC 208	Power Ten Model P63C-30110
MEC 208	100 MHz: 4 channel Oscilloscop
MEC 208	Agilent DSO5014A Oscilloscope
MEC 208	Purair Polypropylene Fume Hood
MEC 208	Agilent1131-A Probe Amplifier, Qty 4
MEC 208	HP E4420B RF Generator
MEC 208	Glassman Model PS/LT005R400-22

MEC 208	BSU-1 vacuum system
MEC 208	Kensington Inspection Station: Air Table
MEC 208	Air Table Tm
MEC 208	Training Aid Infinium O-Scope
MEC 208	Ip-02 Inverted Pendulum Sys
MEC 208	HP 4279 LCN Meter
MEC 208	Spectrum Analyzer
MEC 208	HP 4275A LCR Meter
MEC 208	Bausch and Lomb Microscope 4" & Probe Station
MEC 208	HP 4155A Parametric Semiconductor Analyzer
MEC 208	E4438C ESG Vector Signal Gener
MEC 208	308R Dual Source Evaporation

<b>MEC 210 MSE Teaching Lab</b>	
MEC 210	Grinder Labopol-5 Single Wheel
MEC 210	Micros MCX1700 Inverted Microscope, Qty 6
MEC 210	Allied High Tech 5-5100 TechCut 4 Low Speed Saw
MEC 210	Nikon Opiphot66 Microscope with Camera
MEC 210	Nikon Opiphot66 Microscope with Camera
MEC 210	United Sfm-30 Smart1 Test Machine
MEC 210	JEOL JCM-5000 Benchtop Microscope

<b>MEC 212 MSE Materials Research Lab</b>	
MEC 212	Durston DRM F130 SSP Flat Rolling Mill
MEC 212	Lesker Trs2Fsa Torus 2 Sputter Source
MEC 212	Quartz Tube Furnace OTF-1200X
MEC 212	Buehler EcoMet 3000 grinder/polisher
MEC 212	Buehler 67-1635-160 VIBROMET 2
MEC 212	Buehler EcoMet 3000 grinder/polisher
MEC 212	Carl Zeiss Microscope Inverted Stage Opt

<b>MEC 213 MSE Advanced Materials Research Lab</b>	
MEC 213	Cycle Dyne MK-20
MEC 213	Sciencetech Weight Scale SM128D
MEC 213	12Ton Manual Press w/13 mm Die
MEC 213	Ntron Oxygen OA-1 Analyzer, Qty 2
MEC 213	Manual Pellet Press
MEC 213	Thermolyne Box Furnace
MEC 213	Carver Heated Plated Press
MEC 213	Mistler Table Top TAPE Casting
MEC 213	Digital Viscometer
MEC 213	Radiation Detector and Counter
MEC 213	SFM-2 Desktop vertical Mixer/B
MEC 213	Allied High Tech 5-5100 TechCut 4 Low Speed Saw
MEC 213	AMETEK 303B Moisture Monitor
MEC 213	Fully Articulating 3-point Fixture
MEC 213	Leybold Turbo Pump TW 300H
MEC 213	Thermolyne Tube Furnace 59300

MEC 213	Automatic Mounting Press
MEC 213	Quantachrome 02029-1 Multipycnometer
MEC 213	PLAS-LABS CLOSED LOOP CONTANIM
MEC 213	AMETEKThermox CG1000 Port. Oxygen Analyzer
MEC 213	Deltech Furnace DT 31 R505 E2404
MEC 213	NetzschThermo Gravimetric Analyzer
MEC 213	Planetary Ball Mill
MEC 213	RETSCH PM100 Planetary ball mill
MEC 213	Olympus BX51 microscope
MEC 213	SDT 2960 Simultaneous DSC-TGA
MEC 213	Retsch Inc. 22.782.0004 PM Gri
MEC 213	Fundamental Electrochemistry S
MEC 213	Oscilloscope Infiniium 1 Gsa/S
MEC 213	Quantachrome 02090-2AG-1 Gas Analyzer
MEC 213	Chemical Fume Hood
MEC 213	Chemical Fume Hood
MEC 213	Micromanipulator Probe Station 6000
MEC 213	CM High Temperature Furnace 1730-12 HTF
MEC 213	HORIBA LA-950SD Multi Wavelength
n/a	Spark Plasma Sintering System- located in CAES, Idaho Falls, ID

<b>MEC 312</b>	<b>ECE Microprocessor Work Area</b>
MEC 312	Tektronix Logic Analyzer
MEC 312	Photoresist Pump Cabinet
MEC 312	Oscilloscope Infiniium 1 Gsa/S
MEC 312	Logic Analyzer W/Floppy
MEC 312	HP 54645D Oscilloscope
MEC 312	HP 54645D Oscilloscope
MEC 312	Tektronix 318S1 Logic Analyzer

<b>MEC 413</b>	<b>MBE New Product Development Lab</b>
MEC 413	Sensable Technologies Amplifier Box 1.5
MEC 413	Ramco Equip. Model MK30CSS/TPM
MEC 413	PCNC 1100 3-Axis CNC Milling Machine
MEC 413	Sensable Technologies Phantom Premium 1.5A
MEC 413	Direct Writing System
MEC 413	Viper si2 3D Stereolithography System

<b>MEC 414</b>	<b>MBE/MSE Low Temp Co-fired Ceramic Research Lab</b>
MEC 414	Stereo Olympus Microscope
MEC 414	Allied High Tech 5-5100 TechCut 4 Low Speed Saw
MEC 414	Jandel Universal 4 Point Probe
MEC 414	Remanufactured MPM Corp. model
MEC 414	CNC Milling Machine
MEC 414	Universal Laser System M-300
MEC 414	Infrared Camera System

## APPENDIX F: Letters of Support

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January 18, 2011

CCN 223099

Dr. Darryl P. Butt, Ph.D  
Professor and Chair  
Department of Materials Science and Engineering  
1910 University Drive  
Boise State University  
Boise, ID 83725-2075

SUBJECT: Letter of Support

Dear Darryl:

Speaking on behalf of the three Idaho public universities and INL (with respect to their association at CAES), I fully and enthusiastically support the proposed PhD program in Materials Science at Boise State University. CAES and INL see this program as an enormous benefit not only to BSU and the Treasure Valley Region, but the entire state of Idaho and its academic institutions and research and industrial communities.

As you know, the Center for Advanced Energy Studies is a public/private partnership comprised of Boise State University, Idaho State University, University of Idaho, private industry, and the Idaho National Laboratory. The partnership integrates resources, capabilities and expertise to create new research capabilities, expand researcher-to-researcher collaborations, and enhance energy-related educational opportunities. Materials science is an essential component of the CAES research agenda, today and tomorrow.

The PhD program will provide value on several fronts at BSU as well as across the state of Idaho. The quality of faculty and students in the Materials Science and Engineering Department is already outstanding as evidenced by its impressive portfolio of competitively won research. The faculty at BSU has demonstrated a strong emphasis on collaboration which has resulted in many joint research programs within Idaho – the PhD program will add to this collaboration and ability to win competitive research grants. Clearly this success suggests that a PhD program is essential as well as a natural progression in its quest to become a world class Materials Science program. Further, the program will enhance the ability of Idaho's industrial and research communities to fill their human capital pipelines with top notch people. Finally, BSU's continued involvement in CAES would be strengthened through a PhD program, and CAES in turn would certainly make continued contributions to the department through access to research opportunities and its world class research facilities.

P.O. Box 1625 • 2525 North Fremont Ave. • Idaho Falls, Idaho 83415 • 208-526-0111 • [www.inl.gov](http://www.inl.gov)  
Battelle Energy Alliance, LLC

Dr. Darryl P. Butt, Ph.D.  
January 18, 2011  
CCN 223099  
Page 2

CAES is confident that the PhD program is a win-win-win for BSU, CAES and most importantly the education, research, and industrial communities across the state of Idaho. We fully support BSU's proposal and their commitment to provide solutions to the education and research challenges of Idaho and the nation.

Sincerely,

A handwritten signature in black ink, appearing to read 'Oren V. Hester', with a long horizontal line extending to the right.

Oren V. Hester, Deputy Director  
Center for Advanced Energy Studies

DCW



Micron Technology, Inc.  
8000 S. Federal Way  
P.O. Box 6  
Boise, ID 83707-0006  
208.368.4000

January 24, 2011

Dr. Darryl P. Butt, Ph.D.  
Professor and Chair  
Department of Materials Science and Engineering  
1910 University Drive  
Boise State University  
Boise, ID 83725-2075

Subject: Letter of Support to start PhD Program in BSU, MSE Department

Dear Darryl,

As a member of your Industrial Advisory Board, I am pleased to provide you with this letter of support, endorsing the creation of a PhD in Materials Science and Engineering (MSE). To start a PhD program is an essential step towards building a strong MSE program in Boise metro-area. Considering the success of undergraduate and M.S. degree programs in the last few years in the department, the development of a PhD program is a nature progression for the MSE department. The proposed PhD program is not only for the development of the MSE department, but also for the benefits of local industries.

As we all know, more and more manufacture jobs are moving to lower labor cost region outside the US as the results of the globalization. To maintain the core value of the company, we have to enhance research and development to generate better product designs. One of the requirements to fulfill this task is the need of highly trained engineers. These qualified engineers should normally have PhD training with solid background in at least one or two disciplines in Engineering so that they can face the challenges of increasing difficulties in the day-to-day work. Materials Science and Engineering is one of these disciplines and will become more and more important in the near future. These highly trained engineers are in shortage in the job market, particularly at the PhD level. For example, I now have had hard time to fill two such openings in my Lab, which is not an isolate case in Micron. Therefore, I fully support the proposed PhD program in BSU/MSE department.

Sincerely,

Du Li, Ph.D., MBA  
TEM Lab Manager  
Micron Technology, Inc.

*The future of memory*



**David H. Bieter**  
Mayor

**City Council**

**President**  
Maryanne Jordan

**Council Pro Tem**  
Alan W. Shealy

Elaine Clegg  
David Eberle  
Lauren McLean  
TJ Thomson

**Boise City Hall**

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208/384-4420

**TDD/TTY**  
800/377-3529

**Web**  
[www.cityofboise.org/mayor](http://www.cityofboise.org/mayor)

## Office of the Mayor

January 26, 2011

Dr. Darryl P. Butt, Ph.D  
Professor and Chair  
Department of Materials Science & Engineering  
1910 University Drive  
Boise State University  
Boise, ID 83725-2075

SUBJECT: Letter of Support

Dear Dr. Butt:

On behalf of the people of Boise, I'm pleased to offer my support the proposed doctoral program in Materials Science at Boise State University. The City of Boise sees this program as a strong addition to the University, as well as to the economy of the Treasure Valley and the State of Idaho. By producing more materials science engineers who possess doctorate degrees and the robust skills developed through that education, we will provide employers across the Valley the ability to fulfill their hiring needs right here in Idaho.

The amount of research dollars that the faculty and students in the Materials Science & Engineering Department bring to the University is impressive, and the PhD program will only add to their ability to win competitive research grants. These grants provide necessary funds to assist Boise State in its quest to become a Research University of Distinction, and further assist the economy of the entire State.

I am confident that the PhD program is a win for Boise State and for the education, research, and business communities across Idaho. I fully support Boise State's proposal and its commitment to provide solutions to the education and research challenges of Idaho and the nation.

Sincerely,

David H. Bieter  
Mayor

An Equal Opportunity Employer





**January 28<sup>th</sup>, 2011**

Mary Givens  
Director Office of Technology Transfer / Division of Research  
Boise State University  
1910 University Drive,  
Boise, ID 83725-1135

**Dear Director Givens,**

I am writing this letter to wholeheartedly support the establishment of a PhD program in the Department of Materials Science & Engineering (MSE) at Boise State University.

Materials Science is a unique specialized field of science which can be enabling for a multitude of industries contributing greatly to the economic and technological strength of a region, state, and nation. A US Committee on Science, Engineering, and Public Policy (COSEPUP) report from the National Academy Press (ISBN 030906893 2000) states; "To be leaders in industrial growth and to maintain a vibrant economy, it is critical that the United States lead the world in materials science and engineering innovations. Materials have been central to economic growth and societal advancement since the dawn of history. With the ever strengthening fundamental underpinnings of the fields and the growing interdependence of materials with other emerging technologies, these societal and economic contributions of the field are accelerating". One measure of the influence of material science can be seen from the total number of R&D 100 Award winning technologies from 1963 to 2010. In all possible categories, Materials Science represents the second highest category and represents over 11% of the most technologically significant new products developed worldwide.

While founder and Chief Technical Officer of The NanoSteel Company, I also currently serve as an Industrial Advisory Board Member for the Material Science and Engineering (MSE) Department at Iowa State University which is one of largest materials programs in the nation. While ISU's MS&E Department is much bigger, I have been impressed by the faculty members at BSU that I have met and worked with and also with the high quality of the research that is currently going on. Additionally, at the NanoSteel Company, we currently utilize key equipment in the Boise State Center for Materials Characterization (BSCMC) to complement our existing research in advanced nanomaterials. We have found that the materials characterization equipment is world class and the ability to utilize this advanced equipment at the BSCMC has significantly helped our nanomaterial research effort.

I have seen and know that that the current National rankings of the MS&E Department are low (not deserved) and partially arise from the young age of the department which was only formed in 2004. I believe that the establishment of a PhD program would greatly help to support these rankings. As undoubtedly, students and faculty at BSU can attest with the success of the nationally recognized football program, national rankings do matter and raising these rankings for the MS&E Department will ultimately allow the attraction of the best and brightest faculty, students, and alumni enabling additional research dollars and ensuring future growth.

Sincerely,

**Daniel James Branagan, PhD**  
Chief Technical Officer  
The NanoSteel Company,  
505 Lindsay Boulevard, Idaho Falls, Idaho, 83402  
tel: (208)-552-5226 / fax: (208)-552-2923  
e-mail: dbranagan@nanosteelco.com



Fax: (208) 782-9005

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February 2, 2011

Dr. Darryl P. Butt  
Professor and Chair  
Dept. of Materials Science and Engineering  
1910 University Dr.  
Boise State University  
Boise, ID 83725-2075

Dear Professor Butt,

I would like to offer my support for the creation of a PhD in Materials Science and Engineering (MSE). This program is essential to the future of a successful PhD MSE program at BSU in order to provide the professionals we will need for the future workforce in the energy fields. If we can thrust our education system into the future, Idaho will continue to lead our country in innovation and technology.

I am working with ISU on several projects to unite our universities and if this program were offered at BSU and available to the other universities, they could be coupled together and increase the learning opportunities and locations for students. Increasing the number of graduates in this program will springboard our universities into a higher academic level nationally. Please accept my endorsement in support of the PhD for Materials Science and Engineering.

Best regards,

A handwritten signature in black ink, appearing to read "Douglas A. Sayer", followed by a horizontal flourish line.

Douglas A. Sayer  
President & CEO  
Premier Technology, Inc.

---

Corporate Office and Manufacturing Facility: 1858 W. Bridge St. \* Blackfoot, Idaho 83221 \* 208-785-2274



Research and Graduate Programs  
College of Engineering and Architecture

April 13, 2011

Professor Darryl P. Butt  
Department of Materials Science and Engineering  
1910 University Drive  
Boise State University  
Boise ID 83725-2075

Dear Darryl:

Re: Proposed PhD Program in Materials Science and Engineering

I strongly support the proposed PhD program in Materials Science and Engineering (MSE) at Boise State University. As a member of your Industrial Advisory Board I have watched the growth of the MSE department since its inception. What has been achieved is truly remarkable and the next logical step in the development of the department is the formation of a doctoral program. Such a program is critical as it is only programs that offer a PhD that can achieve national ranking and prominence. I believe the time is right to start a PhD program as Boise State University has an outstanding group of faculty with phenomenal research support, which should be directed towards doctoral education and training. With the proposed growth in faculty numbers and using past performance as a measure of future success it is clear that Boise State University will be the top materials program in Idaho and could certainly become the preeminent MSE program in the entire northwest if it is able to offer a PhD in the field.

As a faculty member and administrator at Washington State University I look forward to seeing Boise State University offer a PhD in MSE. This proposed addition to the existing strong PhD programs at University of Washington and Washington State University will enhance the overall level of materials-related research and education programs in the Pacific Northwest and hopefully allow synergies between these program to be developed that leads to significant student exchange and increase opportunities for large programmatic funding.

Yours sincerely

M. Grant Norton  
Professor and Associate Dean

PO Box 642714, Pullman, WA 99164-2714  
509-335-8730 • Fax: 509-335-9608 • [www.cea.wsu.edu](http://www.cea.wsu.edu)



2425 South 900 West  
Salt Lake City  
Utah 84119

April 28, 2011

Dr. Darryl P Butt  
Professor and Chair  
Department of Materials Science & Engineering  
Boise State University  
1910 University Drive  
Boise, ID 83725

Dear Darryl,

I am writing as a representative of regional industry to express my support for the proposed PhD program in Materials Science at Boise State University. My employer, Ceramatec, provides benefits to our region through commercialization of innovative technologies, such as fuel cells, batteries, membrane technologies, components for energy efficient fuel conversion processes, etc.. We rely heavily on staff with advanced degrees, including PhD degrees, and support regional hiring. After serving on the Industrial Advisory Board for the Department of Materials Science, at Boise State University, and recently reviewing a summary of your plans to initiate a PhD program, I am thoroughly convinced that this program would be a huge asset in the economic development of the region. Furthermore, I feel that a PhD program will be an additional incentive to retain and attract quality faculty members and that this will further benefit undergraduate and Master's degree students, who will be able to contribute significantly to the region's welfare also. Therefore, it is without hesitation that I offer my support for your proposal and sincere wishes for its success.

If I can be of any further assistance, please don't hesitate to contact me.

best regards,

Charles Lewinsohn

Project Manager, ITM Oxygen  
Ceramatec, Inc.  
Salt Lake City, UT 84119

**INSTRUCTION, RESEARCH, AND STUDENT AFFAIRS  
DECEMBER 8, 2011**

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**SUBJECT**

Higher Education Research Council Appointments

**REFERENCE**

August 2010

Board appointed Michael J. Scott and Haven Baker to the Higher Education Research Council for three (3) year terms.

**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 Higher Education Research Council (HERC) is responsible for implementing the Board's research policy and provides guidance to Idaho's four-year public institutions for a statewide collaborative effort to accomplish goals and objectives set forth in Policy. HERC also provides direction for and oversees the use of research funding provided by the Legislature to promote research activities that will have a beneficial effect on the quality of education and the economy of the State. HERC's annual budget has averaged approximately \$1.4 million over the past ten years.

HERC consists of 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; a representative of the Idaho National Laboratory; and three (3) non-institutional representatives, with consideration of geographic, private industry involvement and other representation characteristics. Terms are for three years

HERC met on November 16<sup>th</sup>, 2011 to consider recommendations to the Board for the vacant position. At this time HERC is submitting Peter M. Midgley's name to fill the vacant industry representative position.

**ATTACHMENTS**

Attachment 1 – Letter of Interest/Bio

Page 3

Attachment 2 – HERC Membership

Page 5

**STAFF COMMENTS AND RECOMMENDATIONS**

The previous term for the non-institutional position expired in December of 2010. Due to the pending changes to Board Policy III. W. Higher Education Research, the appointment of the vacant position was held open. The Board approved the second reading of Board Policy III.W. at the October 2011 Board meeting.

Members of the council solicited names for the position and is forwarding Peter Midgley's name to the Board for consideration. Mr. Midgley would serve a three year term effective immediately. Staff recommends approval.

**INSTRUCTION, RESEARCH, AND STUDENT AFFAIRS  
DECEMBER 8, 2011**

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**BOARD ACTION**

I move to appoint Peter Midgley to the Higher Education Research Council for a three-year term, effective immediately, expiring December 2014.

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

INSTRUCTION, RESEARCH AND STUDENT AFFAIRS  
DECEMBER 8, 2011



A PROFESSIONAL  
LAW CORPORATION

960 Broadway Avenue  
Suite 250  
Boise, ID 83706  
Telephone 208.562.4900  
Facsimile 208.562.4901

RECEIVED  
NOV 21 2011  
OFFICE OF THE  
STATE BOARD OF EDUCATION

Peter M. Midgley

Direct Dial  
(208) 562-4904  
E-Mail  
PMidgley@parsonsbehle.com

November 17, 2011

VIA U.S. MAIL & EMAIL

Tracie Bent  
Chief Planning and Policy Officer  
Idaho State Board of Education  
P.O. Box 83720  
Boise, ID 83720-0037  
Tracie.Bent@osbe.idaho.gov

Re: Idaho State Board of Education - Higher Education Research Council

Dear Tracie:

Thank you for approaching me regarding the opportunity to serve on the Higher Education Research Council. I am honored to be considered for a position on the Council, and I will be delighted to serve on the Council if invited to do so.

I am enclosing a copy of my bio for your reference. Should you require any additional information, please do not hesitate to contact me. I look forward to hearing back from you, and to the prospect of working with you on the Council.

Sincerely,

A handwritten signature in cursive script, appearing to read "Peter M. Midgley".

Peter M. Midgley

PMM/rg

Enclosure

4813-7104-0270.1

**INSTRUCTION, RESEARCH AND STUDENT AFFAIRS  
DECEMBER 8, 2011**



960 Broadway Avenue  
Suite 250  
Boise, ID 83706  
Telephone 208.562.4900  
Facsimile 208.562.4901

A PROFESSIONAL  
LAW CORPORATION

**Peter Midgley** is a registered patent attorney practicing primarily in the areas of patent prosecution, licensing and litigation. He has a degree in electrical and computer engineering, and specializes in matters involving technologies such as telecommunications, semiconductor processing, medical devices, and computer hardware and software. He counsels clients ranging from small startup ventures to large multinational corporations on a variety of intellectual property issues, with an emphasis on building value through the acquisition, maintenance, and enforcement of patent portfolios. Mr. Midgley is licensed to practice in the states of Idaho and California.

**Professional Highlights**

- Chairperson, *J. Reuben Clark Law Society*, Boise Chapter (2008-09)
- Chairperson, Intellectual Property Law Section, Idaho State Bar (2007-08)
- Member, *American Intellectual Property Law Association* (1999-present)
- Member, *The Federalist Society* (2000-present)

**Areas of Practice:**

Patent Prosecution  
Patent Licensing  
Patent Litigation and Appeals  
IP Strategic Counseling  
IP Portfolio Management

**Bar Admissions:**

Idaho  
California  
U.S. Patent and Trademark Office  
U.S. Court of Appeals Federal Circuit

**Education:**

George Washington University Law School, Washington, District of Columbia,  
1999  
J.D.

Brigham Young University, 1996  
B.S.  
Major: Electrical & Computer Engineering



**HIGHER EDUCATION RESEARCH COUNCIL**  
**NOVEMBER 2011**

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**Dr. Jack McIver, HERC Chair**

Vice President of Research  
University of Idaho  
PO Box 443010  
Moscow, ID 83844-3010  
(Office): 885-6689  
(FAX): 885-6558  
E-mail: [jmciver@uidaho.edu](mailto:jmciver@uidaho.edu)  
Assistant: [lodi@uidaho.edu](mailto:lodi@uidaho.edu)

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**Dr. Harold Blackman (8/10-8/13)**

Idaho National Laboratory  
2525 North Fremont Avenue  
P.O. Box 1625  
Idaho Falls, ID 8341503898  
(Office): 526-1784  
(FAX):  
E-Mail: [Harold.Blackman@inl.gov](mailto:Harold.Blackman@inl.gov)

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**Dr. Carmen Simone**

Provost  
Lewis-Clark State College  
500 8<sup>th</sup> Avenue, ADM 209  
Lewiston, ID 83501  
(Office): 792-2213  
(FAX): 792-2822  
E-mail: [cmsimone@lcsc.edu](mailto:cmsimone@lcsc.edu)  
Assistant : [BTribitt@lcsc.edu](mailto:BTribitt@lcsc.edu)

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**Mr. Michael J. Scott (8/10-8/13)**

Director, National Security & Special Programs Division  
Premier Technology, Inc.  
1858 W. Bridge Street  
Blackfoot, ID 83221  
(Office) : 785-9260  
E-Mail : [mscott@ptius.net](mailto:mscott@ptius.net)

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**Dr. Haven Baker, HERC Vice Chair (8/10-8/13)**

Director of New Market Initiatives  
JR Simplot Co.  
999 Main St, Suite 1300  
Boise, ID 83707  
(Office) : 389-7615  
E-mail : [haven.baker@simplot.com](mailto:haven.baker@simplot.com)

---

**Dr. Dick Jacobsen**

Interim Vice President of Research  
Idaho State University  
P.O. Box 8310  
Pocatello, ID 83209  
(Office): 282-3134  
(FAX): 282-4487  
E-mail: [jacorich@isu.edu](mailto:jacorich@isu.edu)  
Assistant: [gullcaro@isu.edu](mailto:gullcaro@isu.edu)

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**Dr. Mark Rudin**

Vice President of Research  
Boise State University  
Boise, ID 83725  
(Office): 426-5732  
(FAX): 426-1048  
E-mail: [markrudin@boisestate.edu](mailto:markrudin@boisestate.edu)  
Assistant: [rwillia3@boisestate.edu](mailto:rwillia3@boisestate.edu)

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**Board Staff Support**

Tracie Bent  
Chief Planning and Policy Officer  
[Tracie.Bent@osbe.idaho.gov](mailto:Tracie.Bent@osbe.idaho.gov)  
Phone : 332-1582

Helen Pline  
Administrative Assistant II  
[Helen.Pline@osbe.idaho.gov](mailto:Helen.Pline@osbe.idaho.gov)  
Phone : 332-1567

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**INSTRUCTION, RESEARCH, AND STUDENT AFFAIRS  
DECEMBER 8, 2011**

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**SUBJECT**

Statewide Strategic Plan for Higher Education Research

**REFERENCE**

April 2010	The Board was provided with a summary of the Statewide Strategic Plan for Higher Education Research
October 2010	The Board was provided with an update of the progress made toward the development of the Statewide Strategic Plan for Higher Education Research

**APPLICABLE STATUTE, RULE, OR POLICY**

Idaho State Board of Education Governing Policies and Procedures, Section III.W., Higher Education Research

**BACKGROUND/DISCUSSION**

Board Policy III.W Higher Education Research recognizes the significant role science, technology and other research play in statewide economic development as well as the need for collaboration and accountability in publicly funded research, to this end, the Higher Education Research Council(HERC) is assigned the responsibility of directing and overseeing the development, implementation, and monitoring of a statewide strategic plan for research. The Statewide Strategic Plan for research will assist in the identification of general research areas that will enhance the economy of Idaho through the collaboration of academia, industry, and/or government.

In an effort to accomplish this objective, the Vice Presidents for Research of the University of Idaho, Boise State University and Idaho State University were charged with developing a Statewide Strategic Plan for Research. The Research Plan has been completed and was submitted to HERC for review and approval at their November 16<sup>th</sup>, 2011 meeting. HERC has accepted the Statewide Strategic Plan for Higher Education Research and is presenting it to the Board for approval.

The plan represents the role Idaho's research universities will play in driving innovation, economic development, and enhancing quality of life in Idaho through national and internationally lauded research programs in strategic areas. The plan identifies areas of strength among Idaho's research universities; identifies research challenges and barriers facing universities; includes research opportunities Idaho should capitalize upon to further build its research base, and includes steps for achieving the research vision for Idaho's universities.

**IMPACT**

Investing in the state's unique research expertise and strengths could lead to new advances and opportunities for economic growth and enhance Idaho's reputation as a national and international leader in excellence and innovation.

**INSTRUCTION, RESEARCH, AND STUDENT AFFAIRS  
DECEMBER 8, 2011**

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**ATTACHMENTS**

Attachment 1 - Statewide Strategic Plan for  
Higher Education Research

Page 3

**STAFF COMMENTS AND RECOMMENDATIONS**

The plan will be monitored annually and updated as needed. The Higher Education Research Council will report to the Board annually on the progress made toward meeting the plans goals and objectives.

Board staff have reviewed the plan and recommend approval.

**BOARD ACTION**

I move to approve the Statewide Strategic Plan for Higher Education Research as submitted.

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

Five Year STRATEGIC RESEARCH PLAN  
FOR IDAHO HIGHER EDUCATION  
(2012-2016)

**Richard Jacobsen**

Executive Director of Research and Technology Transfer  
(Interim Vice President for Research)  
Idaho State University

**John K. McIver**

Vice President for Research and Economic Development  
University of Idaho

**Mark J. Rudin**

Vice President for Research  
Boise State University

## **EXECUTIVE SUMMARY**

Research is being increasingly acknowledged by industry, government and education as a key factor in the future economic vitality of Idaho. The universities and colleges of Idaho's system of higher education understand the need for greater collaboration in order to be competitive in today's global environment. The vice presidents of research also recognize the need to focus on and emphasize existing strengths and opportunities in Idaho's research community. They developed the following statewide strategic plan for research to ensure the greatest potential for achieving a vital and sustainable research base for Idaho. The strategic plan identifies the key research areas that will become the focal points for research and economic development through partnering among academia, industry, and government in both science and technology.

Research is fundamental to the mission of a university due to its role in knowledge discovery and in providing new ideas for technology commercialization via patents, copyright, licenses, and startup companies. University faculty who engage in research and creative activity are at the leading edge of their respective fields. Research also enhances the national reputation of the faculty and the universities. These faculty and their vibrant research programs attract the best graduate and undergraduate students by providing unique, cutting-edge learning experiences in their research laboratories, studios, field sites, and classrooms. On the most basic level, research strengthens a university's primary product -- innovative, well-educated students ready to enter a competitive workforce.

Research is the foundation of a university's economic development role. The influx of research dollars from external grants and contracts creates new jobs at the university, along with the attendant purchases of supplies, services, materials and equipment. The results of the research are new knowledge, new ideas, and new processes, which lead to patents, startup companies and more efficient businesses.

Idaho's research universities have strengths and opportunities for economic development in 1) Energy, 2) Natural Resource Utilization and Conservation, 3) Biosciences, 4) Novel Materials and 5) Software Development. By focusing collaborative efforts in these areas, the research universities will expand research success, public-private partnerships and the overall economic development of the State. Specifically, this collaboration:

- will increase the focus among Idaho universities and colleges on areas of strengths and opportunities;
- create research and development opportunities that build the relationship between the universities and the private sector;
- contribute to the economic development of the State of Idaho;
- enhance learning and professional development through research and scholarly activity; and
- build and improve the research infrastructure of the Idaho universities to meet current and future research needs.

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

### **DECEMBER 8, 2011**

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This Statewide Strategic Research Plan for Idaho Higher Education is a tool for identifying and attaining quantifiable goals for research and economic growth and success in Idaho. The plan will be reviewed and updated annually as needed amid the fast-changing pace of research discovery.

### **VISION**

Idaho's public universities will be a catalyst and engine to spur the creation of new knowledge, technologies, products and industries that lead to advances and opportunities for economic growth and enhance the quality of life of citizens of Idaho and the nation.

### **MISSION**

The research mission for Idaho's universities is to develop a sustainable resource base by:

- identifying, recruiting and retaining top faculty with expertise in key research areas;
- building research infrastructure including facilities, instrumentation, connectivity and database systems to support an expanding statewide and national research platform;
- attracting top-tier students to Idaho universities at the undergraduate and graduate levels, and providing outstanding education and research opportunities that will prepare them to excel in future careers;
- raising awareness among state, national and international constituencies about the research excellence and capabilities of Idaho's universities by developing and implementing targeted outreach, programs and policies; and
- collaborating with external public, private, state, and national entities to further the shared research agenda for the state, thereby promoting economic and workforce development and addressing the needs and challenges of the state, region and nation.

### **GOALS**

1. Goal - Increase research collaboration among Idaho universities and colleges to advance the areas of research strengths and opportunities.
  - a. Objective – Ensure the growth and sustainability of the Center for Advanced Energy Studies (CAES).
    - i. PM – Amount of ongoing state funding received annually at each of the universities to support CAES activities.
    - ii. PM –Number of graduate degrees resulting from CAES-related activities each year.
    - iii. PM – Annual expenditures derived from external funds on CAES activities.

**INSTRUCTION, RESEARCH, AND STUDENT AFFAIRS  
DECEMBER 8, 2011**

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- b. Objective – Expand joint research ventures among the state universities, including EPSCoR and Institutional Development Award (IDeA) related programs.
    - i. PM – Number of collaborative, sponsored proposals submitted.
    - ii. PM – Number of collaborative, sponsored projects awarded.
  - c. Objective – Create joint and coordinated hires (faculty, staff, and graduate students) among the state universities.
    - PM – Number of joint hires.
2. Goal – Create research and development opportunities that strengthen the relationship between the state universities and the private sector.
- a. Objective – Leverage facility use between the state universities and private sector.
    - PM – Number of university/private sector facility use agreements (in both directions).
  - b. Objective – Increase the number of sponsored research projects involving the private sector.
    - i. PM – Number of proposed sponsored projects with private sector.
    - ii. PM – Number of awarded sponsored projects with private sector.
  - c. Objective – Encourage the exchange of ideas between the universities and the private sector.
    - i. PM – Number of student internships.
    - ii. PM – Number of faculty conducting research in external facilities.
    - iii. PM – Number of private sector personnel conducting research in residence at university facilities.
    - iv. PM – Number of joint university/industry workshops.
3. Goal – Contribute to the economic development of the State of Idaho.
- a. Objective – Increase the amount of university-generated intellectual property introduced into the marketplace.
    - i. PM – Number of technology transfer agreements.
    - ii. PM – Number of invention disclosures.
    - iii. PM – Number of non-disclosure agreements.
    - iv. PM – Number of patent filings.
    - v. PM – Number of issued patents.
    - vi. PM – Amount of licensing revenues
  - b. Objective – Increase the number of university start-up companies.
    - i. PM – Number of start-up companies
    - ii. PM – Number of jobs created by startup companies
4. Goal – Enhance learning and professional development through research and scholarly activity.
- a. Objective – Increase the number of university and college students and staff involved in sponsored project activities.
    - i. PM – Number of undergraduate students supported by sponsored projects



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- ii. PM – Number of graduate students supported by sponsored projects
    - iii. PM – Number of faculty and staff involved in sponsored projects
  - b. Objective – Increase the dissemination of research findings.
    - i. PM – Number of peer-reviewed publications (students and faculty).
    - ii. PM – Number of theses and dissertations.
  - c. Objective – Increase the number of K-12 students involved in STEM education.
    - i. PM – Number of STEM events promoting research-related activities.
    - ii. PM – Number of K-12 students involved in research presentations and instruction.
- 5. Goal – Enhance the research infrastructure of the Idaho universities to meet current and future research needs.
  - a. Objective – Increase the infrastructure necessary to enhance research and collaboration.
    - i. PM – Number of proposals targeted for research equipment, facilities, and services.
    - ii. PM – Number of awards for research equipment, facilities, and services.
    - iii. PM – Amount of space dedicated to research
  - b. Objective – Coordinate and create efficiencies in university research administration across the state.
    - i. PM – Number of efficiencies identified.
    - ii. PM – Number of efficiencies implemented.

## **RESEARCH OPPORTUNITIES**

Idaho's research universities have developed statewide strengths in strategic research areas that have great potential to drive future economic growth and success. The criteria used to select these areas include: number of faculty and qualifications; peer-reviewed publications and impact; infrastructure (facilities, equipment, information technology, staff); external grant and contract funding; academic programs; student involvement; potential benefit to the State; and technology transfer activity, including patents, licenses, and startup companies. By *focusing* collective research efforts and resources in these areas, the universities will be on the most efficient and effective route to research success and state-wide economic development. These high impact areas include 1) Energy, 2) Natural Resource Utilization and Conservation, 3) Biosciences, 4) Novel Materials, and 5) Information Management and Software Development.

*Energy:* Energy is a critical driver of any economy. The projected increases in the population of the world and increases in the standard of living will produce severe strains on the ability to meet the demands of the next few decades. In addition, finite reserves of fossil fuels and pollution from their combustion requires that alternative sources of energy production be developed. The combination of natural resources in Idaho and presence of the Idaho National Laboratory makes energy a natural area of emphasis. Indeed, the three universities with research capabilities already have extensive research projects in this area. The Center for Advanced Energy Studies is an example of the significant investment the three universities and the Idaho National

Laboratory have made to develop expertise in nuclear engineering and safety, biofuel production from dairy waste, geothermal exploration, carbon sequestration, energy policy, and energy efficient structures. Intellectual property has already been generated from these products and is licensed. Further growth in these areas not only takes advantage of the strong base but strongly supports economic development through new markets for new product development

*Natural Resource Utilization and Conservation:* In the broad field of natural resource utilization and conservation, Idaho's universities have expertise in water resources, agriculture, forestry, recreation, and geophysics and geochemical detection and monitoring of groundwater pollutants. For example, university geologists, ecologists, and policy experts are collaborating on broad-ranging research projects that examine and predict the impact of climate change on Idaho's water resources. As water is essential to agriculture, recreation, the ecosystem, and human health, the universities have research strength in an area of tremendous societal and economic impact. Agriculture remains an important part of the economy of Idaho. Development of new plant varieties with improved resistance to disease and climate change remain an area of importance as does the development of new feeds for domestic fish production. The often competing demands for preservation and exploitation put on the environment require understanding of the various ecosystems in the state and region as well as societal and economic impacts of policy decisions. The future economic success of the state will rely on a deep understanding of these processes.

*Biosciences:* Idaho universities have established research programs in several areas of the biosciences. These include selected areas of cell signaling and bioinformatics. While these areas of expertise contribute to the basic understanding of processes in living systems, they are applied to a wide range of living systems—extending from humans through wild and domestic animals and fish to plants. Human health is an important element of these programs, with research occurring in cancer as well as genetic and pathogenic diseases. Research on non-human living systems involves animal disease, improving food production and methods for mitigating climate variability. These studies address many of the challenges facing humanity not just in Idaho but also in the nation and the world. Results can lead to new treatments for human diseases, increased food production and safety, and preservation of the natural environment.

*Novel Materials:* The global materials industry is worth an estimated \$550 billion, conservatively. Materials revolutionize our lives by offering advanced performance and new possibilities for design and usage. For example, the market for biocompatible materials has grown from a few to \$60 billion in the past decade. Market size is growing for materials in emerging areas such photonic materials, electronic and dielectric materials, functional coatings, and green materials. Materials research in Idaho is conducted by a wide range of scientists in diverse fields. Current materials researchers in Idaho cover a broad spectrum of specializations, including semiconductor device reliability, microelectronic packaging, shape memory alloys, DNA machinery, environmental degradation, materials for extreme environments, biomaterials and bio-

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machinery, materials characterization, and materials modeling. Nanoscale materials and devices, functional materials and their uses and materials for energy applications are a focus of research throughout the state. These areas of research are highly synergistic with local industries and the Idaho National Laboratory (INL). Access to materials characterization equipment and processing laboratories has resulted in collaborations with small businesses and start-up companies.

*Information Management and Software Development:* Device control and information management are an essential part of 21<sup>st</sup> century life and, therefore, are an important part of educational requirements. For instance, large amounts of sensitive data are collected, processed, and stored electronically but must be accessed and moved in order to have any impact. In fact, many systems are computer controlled through networks. These include such things as the electric transmission grid and transportation in major cities. The universities are beginning to develop research expertise in software development and data management lifecycle design and operations and secure and dependable system design and operations. This area provides a significant area of opportunity for economic development in Idaho as well as for improving the global competitiveness of the United States. There are already a significant number of firms in Idaho whose interests are in software development for device control, information management and processing. In addition, many of the major research projects being undertaken in the region by various state and federal agencies as well as the universities require the handling of significant amounts of data in a secure and dependable fashion. Each university has some expertise in this area but not a critical mass. Currently, research funding in the universities from private and governmental sources is limited by the number of qualified personnel. In addition, within Idaho there is a high demand for graduates at all levels in computer science.

### EXTERNAL FACTORS: IDAHO RESEARCH ADVANTAGES AND CHALLENGES

#### Research Advantages

*The Idaho National Laboratory (INL) and the Center for Advanced Energy Studies (CAES):* Idaho is fortunate to be home to the Idaho National Laboratory, one of only 20 national laboratories in the U.S. The INL's unique history and expertise in nuclear energy, environmental sciences and engineering, alternative forms of energy, and biological and geological sciences and related fields provides an excellent opportunity for research collaboration with Idaho's university faculty in the sciences, engineering, business and other fields.

CAES established at the request of the U.S. Department of Energy, is a public-private partnership that includes Idaho's research universities—Boise State University, Idaho State University, and the University of Idaho—and the Battelle Energy Alliance (BEA), which manages the INL. The CAES partners work together to create unique educational and research opportunities that blend the talents and capabilities of Idaho's universities and the INL. A 55,000 square-foot research facility in Idaho Falls supports

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the CAES energy mission with laboratory space and equipment for students, faculty, and INL staff in collaborative research projects. The State of Idaho invested \$3.2M in direct support of the three Idaho research universities during FY09 and FY10. During these first two years, the CAES partners won \$24M in external support for CAES research that has contributed to both scientific advances and economic development in the state and region.

*Natural Resources:* Idaho's beautiful natural resources are well known to fishermen, hunters, skiers, and other outdoor enthusiasts. Through its rivers, forests, wildlife, geological formations, and rangelands, Idaho itself is a unique natural laboratory for geological, ecological, and forestry studies. Idaho is home to some of the largest tracts of remote wilderness in the lower 48 states. In addition, the proximity of Yellowstone National Park and the Great Salt Lake provide additional one of a kind opportunities for ecology and geology research.

*Intrastate Networks:* The existing networks within the state, including agricultural extension services and rural health networks, provide a foundation for collecting research data from across the state, and rapidly implementing new policies and practices as a result of research discoveries.

*Coordination Among Universities In Advancing Research and Economic Development (technology transfer):* By and large the research universities continue to coordinate and share their technology transfer and economic development activities. This not only increases each university's competitiveness at the national and state level but also decreases the costs for achieving a particular goal.

### Research Challenges

*Economy:* The current economic recession is the most severe downturn most of us have seen in our lifetimes. The immediate effects of this recession on university research are state-wide budget cuts, with results that include hiring freezes, loss of university faculty and staff, higher teaching loads for faculty (with correspondingly less time for research), and delayed improvements in research infrastructure, including major equipment.

However, it is not only the current recession which threatens Idaho university research. Idaho has relatively few industries, and seems to attract fewer new companies and industries than other states. When one major sector suffers, as agriculture is at the present time, the entire state suffers. As state institutions, the research universities suffer. Over time, a relatively slow state economy leads to at least two problems: 1) recruitment and retention of faculty, who go to institutions offering higher salaries, more startup money, and better infrastructure; and 2) aging infrastructure, keeping Idaho researchers behind their national peers in terms of having the most up-to-date facilities and equipment. Without proper infrastructure, Idaho research faculty is at a distinct disadvantage in competing with peers across the nation for federal grants.

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*Competition from Other Universities:* In research, university faculty competes nationally for grant funds from federal agencies such as the National Science Foundation, Department of Energy, and the National Institutes of Health. Many other universities are well ahead of Idaho's universities in terms of state funding per student, patent royalty income, endowments, etc., and are able to move ahead at a faster pace, leaving Idaho universities further behind as time goes on.

*University Culture:* Each of Idaho's research universities aspires to greater levels of achievement in research and creative activity, and to emphasize economic development outcomes along with success in basic and applied sciences, engineering and other scholarly pursuits. It is expected in the future that faculty at each of the universities will be rewarded in annual performance reviews for invention disclosure, entrepreneurial engagement, outreach activities and interdisciplinary research along with the traditional value placed on archival publication and external research funding. There is world-class research in Idaho that is recognized on national and international levels in selected fields of endeavor. This is increasing with new research-active faculty hires at each institution. There are some cultural differences among faculty manifested by discomfort with change aimed at increasing research volume making Idaho's universities more nationally competitive. These concerns often lessen as faculty from the various universities, private sector professionals and national laboratory staff work together in collaborative research and related instruction in state-of-the-art activities.

*Vastness of State and Distances Between Schools:* Although the distances between the research universities is not much different from those in other western states, the topography of Idaho increases the time and cost required for travel well beyond those experienced in other states. This fact discourages collaborations between faculty members and administrators at the different research universities as well as between universities and other entities within Idaho. Although video conferencing can alleviate this problem, there is limited capability at each university. There is also the continuing problem of finding funds to pay for the necessary connectivity between the universities as well as to the world outside of Idaho.

*Data Issues:* There is very little long-term, quality data available on the research enterprise or economic development. The data that exists are scattered among various entities in a variety of formats thus make it hard to centralize and use. Furthermore, there is no one entity responsible for collecting, analyzing and dispersing it. This is also true for many of the sectors that will strongly influence the future economic impact of Idaho. While there are large amounts of data that have been collected on watersheds, forests and agricultural operations and the environment—to name a few—they are distributed across a number of agencies and individuals within those agencies. Worse yet, much of this information is lost every time a researcher retires.

*Private Sector Support:* Idaho has very little high-technology industry within its borders. This reduces the potential for developing an applied research initiative within the universities that, in many states, provides one important arm of economic

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development and technology transfer. This also means that it is much harder to develop those private/public partnerships that provide the universities with additional capital to construct research and technology transfer facilities. Idaho's relatively small population of 1.6 million people limits the potential tax revenue for support public institutions, but improves participation in research surveys and hearings for establishing public opinion.

*Fragmented Economic Development Initiatives:* There are seemingly too many economic development initiatives in Idaho and they are not well coordinated. It is imperative that state, university, and community initiatives work together toward common and agreed to goals. As it is, little progress is being made towards developing an economic strategy for the state that includes the research universities and little money has been secured to drive the economic development process. In fact, it is not uncommon to find that different entities in Idaho are competing against each other.

*National and International Recognition:* While each Idaho research university has faculty members that can successfully compete on the national and international scene for research funds, no one university has the necessary reputation, breadth of faculty expertise or facilities to compete for the large projects that are necessary to establish a national or international reputation and substantially grow its research funding.

*Lack of Diversity:* The population of faculty, staff and students at each of the three research universities, like that of the State, is fairly homogeneous. This lack of diversity—be it cultural, socio-economic or ethnic—hurts the universities and surrounding communities in several different ways. First, it makes recruitment of students, faculty and staff from under-represented groups more difficult. Second, it is noted on accreditation reports and, as such, is a negative reflection on the institution. Finally, it limits the competitiveness of the university in several federal agencies where plans for including under-represented groups in the program are a key element of the proposal.

**ON-LINE CONTENT AND CURRICULUM GOVERNANCE**

**SUBJECT**

On-line Course Governance as it relates to Idaho Education Network (IEN), and Idaho Digital Learning Academy (IDLA).

**APPLICABLE STATUTE, RULE, OR POLICY**

Section 67-5745D, 67-5745E Idaho Code  
Sections 33-5504, 33-5505, Idaho Code  
Section 33-1627, Idaho Code  
Section 33-107, Idaho Code

**BACKGROUND/DISCUSSION**

The Idaho Legislature established the Idaho Education Network (IEN) as a means to provide better bandwidth to public schools and coordinate a statewide telecommunication distribution system for distance learning for public schools which would include two-way interactive video, data, Internet access, and other telecommunications services for providing distance learning. The IEN would also coordinate connections to each institution of higher education and other locations as necessary to facilitate distance education, teacher training and other related services (§67-5745D(2)).

Oversight for IEN is provided by the IEN Program and Resource Advising Council (IPRAC) made up of 13 members including; chairman, superintendent of public instruction; vice chairman, director of the department of administration; chief executive officer of Idaho Digital Learning Academy (IDLA); two individuals representing public and higher education appointed by the superintendent of public instruction; two individuals representing the private sector appointed by the superintendent of public instruction; the chairman of the Senate education committee; chairman of the House of Representatives education committee; and four member from the joint finance-appropriations committee (§67-5745E(1)).

Section 67-5745E(4), Idaho code states IPRAC will implement a three (3) phase plan that will connect each public high school with scalable, high-bandwidth connection, including connections to each institution of higher education and the Idaho Digital Learning Academy in phase one (1). Provide each public high school with high bandwidth connectivity, Internet access and equipment with at least one two-way video classroom in phase two (2). Evaluate and make recommendations to the legislature for connectivity to each elementary and middle school, additional libraries, and the migration of state agency locations from current technology and services in phase three (3).

Section 33-5502, Idaho Code created the Idaho Digital Learning Academy in 2002. Section 33-5505, Idaho Code defines IDLA as an on-line educational program organized as a fully accredited school with statewide capabilities for

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delivering accredited courses to Idaho resident students at no cost to the student unless the student enrolls in additional courses beyond fulltime enrollment. Services are provided to students through their respective local school district or directly if there is not current public school affiliation. IDLA provides high-quality public school education, aligned with state achievement standards and standard based student-centered training and professional development for students and teachers statewide.

Section 33-1627, Idaho code allows for, beginning with the 2012-2013 school year, parents and guardians of secondary students to enroll their student, with or without permission of the school district, in on-line courses provided that the on-line course provider is accredited by an organization that accredits Idaho high schools, or is recognized by an organization that accredits Idaho high schools; the State Department of Education (SDE) has verified that the teacher is certificated by Idaho and is qualified to teach the course; SDE or IDLA has verified that the course meets state content standards; and the parent or guardian registers the student for the course through the school that will be transcribing the credit. Those courses that are taken outside of the school's normal schedule are the responsibility of the parent or guardian to pay for while those that are taken as part of the student's normal school schedule will be paid for by the school district as outlined in section 33-1002A, Idaho code.

Additionally, at the November 3, 2011, Special Board Meeting the Board approved the pending rule requiring students who will be graduating in 2016 to take two on-line learning credits. One of which must be an on-line, asynchronous course, the second credit may be either an on-line course or hybrid course. On-line courses must meet the state content standards, approved by the Board, and be taught by a teacher with an appropriate Idaho certificate.

Given the anticipated influx of on-line courses in the k-12 system and the growing number of on-line courses in the postsecondary system and the large number of entities involved in on-line courses there is opportunity for a statewide systematic approach to assure quality and accountability for on-line courses provided to students within Idaho's K-20 educational system. As the entity responsible for the general supervision, governance and control of all state education institutions and the public school system, the Board is positioned as the lead agency in this endeavor.

During the Instruction, Research, and Student Affairs (IRSA) Committee Meeting held November 17, 2011, the matter was discussed and IRSA tasked the Executive Director to form a taskforce or committee to determine the appropriate parties and bring back a recommendation to the Board regarding the best process for assuring coordination of the entities involved and for quality and accountability for on-line courses.



**STAFF COMMENTS AND RECOMMENDATIONS**

IEN was charged by the legislature to build an infrastructure within the state for telecommunications, distance learning, two-way interactive video, data and Internet access. While IDLA is only one possible provider for on-line courses within the state, they are a governmental entity accountable to the state with a proven track record of providing quality, standard based, on-line courses to students within the state. In addition to IDLA, school districts may develop their own on-line courses or use private providers to provide on-line courses to their students. Given the growing number of courses that are likely to be taken from a variety of sources over both the IEN or locally provided Internet access, as well as the growth of dual credit offerings it would seem prudent at this time to discuss the need for coordination.

Many of the conversations regarding on-line courses have also included dual credit courses or the possibility of our public postsecondary institutions providing secondary on-line courses. It is important to note that while some on-line courses are also dual credit courses the majority of the dual credit courses taken by students within the state are not on-line courses. In order for postsecondary instructors to be eligible to teach (non-dual credit) classes at public schools, whether on-line or in person, they must obtain a postsecondary specialist certificate as outlined in IDAPA 08.02.02.032. A postsecondary instructor teaching postsecondary courses (dual credit), on-line or in person, does not need to be certificated to teach secondary students.

**BOARD ACTION**

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

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<b>TAB</b>	<b>DESCRIPTION</b>	<b>ACTION</b>
1	<b>SUPERINTENDENT'S UPDATE</b>	Information Item
2	<b>TRUSTEE BOUNDARY REZONING PLAN: MULLAN SCHOOL DISTRICT</b>	Motion to approve

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**SUBJECT**

Superintendent of Public Instruction Update to the State Board of Education

**BACKGROUND/DISCUSSION**

Superintendent of Public Instruction, Tom Luna, will provide an update on the State Department of Education.

- A 30-minute presentation (including Q&A) by Patrick Lowenthal, Instructional Designer, Boise State University; topic:

***“High Quality Online Learning”***

**BOARD ACTION**

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

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**SUBJECT**

Approval of the Mullan School District's Resubmitted Trustee Boundary Rezoning Plan as Required by Idaho Statute and the 2010 Census Data

**REFERENCE**

October 20, 2011	The Board approved the remaining Trustee Boundary Rezoning Plans submitted for approval. The Mullan School District did not submit a plan in time for the State Board meeting.
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. <i>Motion carried unanimously.</i>

**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.

The Mullan School District is the final Idaho school district whose Trustee Boundary Rezoning Plan has not been approved. The plan submitted in time for this Board meeting meets the criteria outlined at the April, 2011 State Board Meeting. Their plan is brought before the State Board for approval.

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**ATTACHMENTS**

Attachments – Mullan SD Review, Legal Descriptions, and Trustee Map  
(pdf files sent separately)

**BOARD ACTION**

I move to approve the Mullan School District's trustee boundary rezoning proposal, as submitted.

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



## Idaho School District Trustee Zone Equalization 2011

### Submittal Review

School District: **Mullan School District**  
Date(s) Received: 9/26/11  
Transmitted to SDE: 11/11/11  
Prepared by: David Rudeen

#### Status Recommendation:

- ☒ APPROVAL  
☐ NON-APPROVAL  
☐ EXCEPTION REQUEST

#### Submittal Review:

Yes – No

- ☒ ☐ Legal Description for each trustee zone  
☒ ☐ Scalable Map showing each trustee zone  
☒ ☐ Population summary for each trustee zone - meet 10% variance  
☐ ☒ Shape files/xml files  
☒ ☐ Acceptable zone shapes  
☒ ☐ Legal descriptions meet professional standards  
☒ ☐ No significant census block splits without acceptable explanation  
☒ ☐ Utilize 2010 Census data  
☒ ☐ Utilize State Tax Commission District Boundary  
☐ Other (See comments below)

#### Percentage variance from highest zone population summary:

Highest Zone Population		<b>160</b>
Zone	Population	%Difference
1	152	5.00%
2	147	8.13%
3	160	0.00%
4	153	4.38%
5	158	1.25%
Total	770	

#### Comments:

Mullan split several census blocks but did provide adequate explanation regarding the location of residents.

The five (5) zones for the Mullan School District shall be as follows:

### **Trustee Zone No. 1**

BEGINNING at the intersection of Hunter Avenue and Second Street in the village of Mullan; running thence southeasterly along the center line of Second Street to the center line of the Northern Pacific Railroad; thence in a general westerly direction on and along the center line of the Northern Pacific Railroad to its intersection with the west line of Sec. 32, Twp. 48, N., R. 5 EBM; thence north and along the section line to the northwest corner of said Sec. 32; thence east and along the section lines to the northwest corner of Sec. 34, Twp. 48 N, R. 5 EBM; thence south to the northwest corner of the southwest quarter (SW  $\frac{1}{4}$ ) of the northwest quarter (NW  $\frac{1}{4}$ ) of said Sec. 34; thence in an easterly direction along the N 16 to the C-E-NW  $\frac{1}{64}$ <sup>th</sup> corner of Sec 34, Twp 48N, R5E; thence continuing easterly along this line 367 ft, thence southerly 14 ft; thence easterly 20ft; thence northerly 190 ft; thence easterly 165 ft; thence southerly 44 ft; thence easterly 685 ft to an intersection with the centerline of Mill Street in the village of Mullan; thence easterly along Mill Street to its intersection with Hunter Avenue; thence easterly along Hunter Avenue to the intersection of Hunter Avenue and Second, the point of beginning.

### **Trustee Zone No. 2**

BEGINNING at the intersection of Hunter Avenue with Second Street in the village of Mullan; running thence easterly on and along the center line of Hunter Street to an intersection with the center line of Seventh Street; thence northerly to the intersection and centerline of Seventh Street and Pine Street; thence easterly to the intersection and centerline of Pine Street and Eight Street; thence in a northeasterly direction to the intersection of N N  $\frac{1}{64}$  corner of Section 23, Township 48Nm Range 5E; westerly to the NE NE  $\frac{1}{64}$  corner of Sec. 20, Twp 48 N., R5E; thence southerly to the east quarter corner of said Sec. 20, Twp 48 N, R5E; thence westerly to the SW corner of Sec 20, Twp 48N, R5E; thence south on and along the section lines to the southwest corner of Sec. 29, Twp. 48 N, R. 5 E BM; thence east on and along the section lines to the northwest corner of Sec. 34, Twp. 48 N, R. 5 E BM; thence south to the northwest corner of the SW  $\frac{1}{4}$  NW  $\frac{1}{4}$  of said Sec. 34; thence in an easterly direction along the N16 to the C-E-NW  $\frac{1}{64}$ <sup>th</sup> corner of Sec 34, Twp 48N, R5E; thence continuing easterly along this line 367 ft, thence southerly 14 ft; thence easterly 20ft; thence northerly 190 ft; thence easterly 165 ft; thence southerly 44 ft; thence easterly 685 ft to an intersection with the centerline of Mill Street in the village of Mullan; thence

easterly along Mill Street to its intersection with Hunter Avenue; thence easterly along Hunter Avenue to the intersection of Hunter Avenue and Second Street, the point of beginning.

### **Trustee Zone No. 3**

BEGINNING at the intersection of the center line of the Northern Pacific Railroad with the center line of Second Street in the village of Mullan; running thence north on and along the center line of Second Street to an intersection with the center line of Hunter Avenue; thence easterly on and along the center line of Hunter Street to an intersection with the center line of Seventh Street; thence northerly to the intersection and centerline of Seventh Street and Pine Street; thence easterly to the intersection and centerline of Pine Street and Eight Street; thence southerly on and along the centerline of Eighth Street to the intersection with Earle Street; thence westerly on and along the centerline of Earle Street to the intersection of Fifth Street; thence southerly on and along the centerline of Fifth Street to the intersection of the centerline of I-90; then easterly to the northerly projection of the alley between Fifth Street and Cooper Street; thence southerly on and along the centerline of Alley Street to the intersection of Montana Street; thence westerly on and along the centerline of Montana Street to the intersection of Fifth Street; thence southwesterly on and along the centerline of Fifth Street to the intersection of Indiana Street; thence westerly on and along the centerline of Indiana Street and continuing on a westerly projection of the center line of Indiana Street to the center line of the Northern Pacific Railroad; thence easterly on and along the center line of the Northern Pacific Railroad to its intersection with the center line of Second Street in the village of Mullan, the point of beginning.

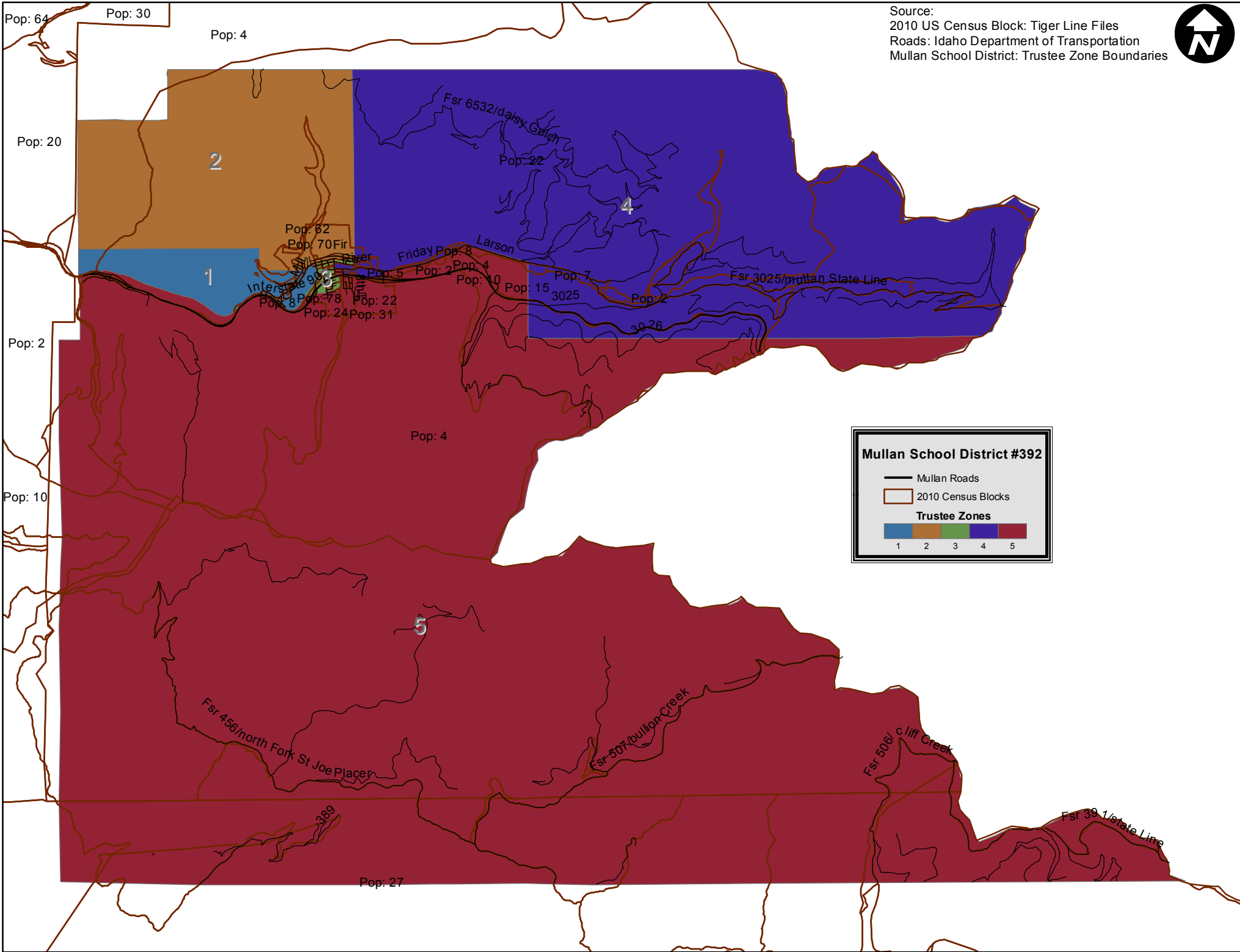
### **Trustee Zone No. 4**

BEGINNING at the intersection of the center line of River Street with the center line of Fifth Street in the village of Mullan; running thence easterly on and along the center line of River Street to its intersection with Cooper Street; thence south on and along the center line of Copper St to the intersection of I-90; thence easterly on and along the centerline to the intersection of the Atlas overpass; thence northerly to the centerline of the Friday Ave; thence easterly on and along the centerline of the Friday Ave to its intersection with the east line of Sec. 36, Twp. 48 N., R. 5 EBM; thence south to the southeast corner of said Sec. 36; thence east to a point on the Idaho-Montana State line; thence in a generally northwesterly direction on and along the Idaho-Montana State line to a point on the north line of Sec.

21, Twp. 48 N., R. 6 EBM; thence west on and along the section lines to the southwest NN 1/64 corner of Sec. 23, Twp. 48 N., R. 5 EBM; thence in a southwesterly direction on the section line to an intersection with the center line of Eight Street in the village of Mullan; thence southerly on and along the center line of Eight Street to an intersection with the center line of Earle Street in the village of Mullan, thence westerly along the centerline of Earle Street to its intersection with Fifth Street; thence southerly to its intersection with the centerline of River Street the point of beginning.

### **Trustee Zone No. 5**

BEGINNING at the intersection of the center line of Fifth Street with the center line of River Street in the village of Mullan; running thence east on and along the center line of River Street to its intersection with Cooper Street; thence south on and along the center line of Copper St to the intersection of I-90; thence easterly on and along the centerline to the intersection of the Atlas overpass; thence northerly to the centerline of Friday Ave to the east line of Sec. 36, Twp. 48 N., R. 5 EBM; thence south to the southeast corner of said Sec. 36; thence east to a point on the Idaho-Montana State line; thence in a general southerly direction on and along the Idaho-Montana State line to a point on the south line of Sec. 32, Twp. 47 N., R. 7 EBM; thence west on and along the township line to the southwest corner of Sec. 32, Twp. 47 N., R. 5 EBM; thence north on and along the section lines to the northeast corner of Sec. 6, Twp. 47 N, R. 5 EBM; thence east to the southwest corner of Sec. 32, Twp. 48 N, R. 5 EBM; thence north on the section line to an intersection with the center line of the Northern Pacific Railroad; thence easterly on and along the center line of the Northern Pacific Railroad to its intersection with the center line of a westerly projection of the center line of Indiana Street; thence east on and along the centerline of Indiana Street to its intersection with the center line of Fifth Street in the village of Mullan; thence north on and along the center line of Fifth Street to its intersection with the centerline of Montana Street; thence easterly on and along the centerline to its intersection with Alley Street; thence northerly to its intersection with the centerline of I-90; thence westerly to its intersection with the centerline of Fifth Street; thence northerly along the centerline of Fifth Street to its intersection with River Street the point of beginning.



Source:  
2010 US Census Block: Tiger Line Files  
Roads: Idaho Department of Transportation  
Mullan School District: Trustee Zone Boundaries



**Mullan School District #392**

- Mullan Roads
- 2010 Census Blocks

**Trustee Zones**

1	2	3	4	5
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**BOISE STATE UNIVERSITY**

**SUBJECT**

Boise State University seeks approval of a five year Employment Contract for a new Athletic Director.

**APPLICABLE STATUTE, RULE, OR POLICY**

Idaho State Board of Education Governing Policies & Procedures, Section 2.H

**BACKGROUND/DISCUSSION**

Boise State University is requesting approval of a multi-year contract for a new Athletic Director. Mark Coyle has been offered the position of Athletic Director at Boise State University. Mr. Coyle comes to Boise State from the successful collegiate program at the University of Kentucky.

The pertinent terms of the contract are as follows:

**Term:** The contract is for a fixed-term appointment of 5 years, commencing on January 1, 2012 and terminating on December 31, 2016.

**Compensation:** Mr. Coyle will be paid a base salary of \$325,000 per year. In addition, the University will make a one-time payment of \$75,000 to Mr. Coyle on February 3, 2012.

**Additional Pay for Performance**

**Overall Department Athletic Performance:** Mr. Coyle may qualify for supplemental pay if the Athletic Department ranks as follows by the NACDA Director's Cup National Sports Award:

<u>Department Rank</u>	<u>Incentive Pay</u>
Top 25	\$15,000
Top 40	\$10,000
Top 60	\$5,000

**Academic Incentive Pay:** Mr. Coyle may qualify for supplemental pay if the departmental average NCAA Academic Progress Rate for that year meets the following scores:

<u>Department APR Score</u>	<u>Incentive pay</u>
970-979	\$10,000
980-989	\$15,000
990-999	\$20,000
1000	\$25,000

**Additional Pay for Football Bowl Game Appearance:**

Bowl Championship Series (BCS) game	\$30,000
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Non BCS bowl game

\$20,000

**Additional Incentive Compensation:** After the first year of Mr. Coyle's employment, the President and Mr. Coyle will mutually agree to additional performance criteria and accompanying incentive compensation for the remaining four years of this contract; provided, however, that the total potential additional incentive compensation shall not exceed \$50,000 in any one year (not including the incentive payments explicitly mentioned above).

**Buy-Out Provision:** If Mr. Coyle terminates early, he will be required to pay liquidated damages. If he leaves prior to the end of the first three years the amount is \$700,000 and before the end of the fourth the amount is \$350,000. The liquidated damages are not applicable if there is a change in the presidency at Boise State.

**IMPACT**

This contract will provide continuity for the program with its five year duration.

Total potential compensation for the first year is \$470,000 (base salary plus one-time payment and potential incentives).

**ATTACHMENTS**

Attachment 1 – Proposed Contract

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**STAFF COMMENTS AND RECOMMENDATIONS**

Since this is an athletic director contract and not a coach contract, it was not built directly from the model contract. While many of the provisions are from the model coach contract, it has been customized to fit the athletic director role.

The sources of funds for the base salary of \$325,000 are as follows: \$110,000 in state appropriated funds and \$215,000 from athletic program revenues.

In addition to the base salary and incentive compensation outlined above, the athletic director is entitled to a one-time longevity/stay incentive of \$125,000 if he stays employed at BSU for the entire term of the contract. The contract also provides the athletic director with a full size automobile and two country club memberships.

The contract authorizes the president to negotiate additional incentive compensation opportunities in the out years. Staff notes that in coach contracts the Board has expressed a preference that the determination of whether a coach receives supplemental compensation be at the discretion of the president subject to Board approval.

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**BOARD ACTION**

I move to approve the request by Boise State University to enter into a new multi-year Employment Agreement with Mark Coyle, Athletic Director, for a term commencing January 1, 2012 and terminating December 31, 2016, in substantial conformance to the agreement submitted to the Board as Attachment 1.

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



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**EMPLOYMENT AGREEMENT**

This Employment Agreement (this “Agreement”) is entered into by and between Boise State University (the “University”), and Mark Coyle (“Athletic Director”) on the 1<sup>st</sup> day of December 2011.

**ARTICLE 1**

1.1 Employment. Subject to the terms and conditions of this Agreement, the University shall employ Mark Coyle as the Athletic Director of its intercollegiate athletics program (the “Program”). Athletic Director represents and warrants that he is fully qualified to serve, and is available for employment in this capacity.

1.2 Reporting Relationship. Athletic Director shall report and be responsible directly to the University’s President. Athletic Director shall abide by the instructions of the President and shall confer with the President on all administrative and technical matters.

1.3 Duties. Athletic Director shall manage and supervise the Program and shall perform such other duties in the University’s athletic program as the President may assign and as may be described elsewhere in this Agreement. The University shall have the right, upon written approval by Athletic Director, to reassign Athletic Director to duties at the University other than as Athletic Director, provided that Athletic Director’s compensation and benefits shall not be affected by such reassignment, except that the opportunity to earn supplemental compensation and incentives as provided in section 3.1.3 shall cease.

**ARTICLE 2**

2.1 Term. This Agreement is for a fixed-term appointment of five (5) years, commencing on January 1, 2012 and terminating, without further notice to either party, on December 31, 2016 unless terminated sooner 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 Athletic 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 the Athletic Director a claim to tenure in employment, nor shall Athletic Director’s service pursuant to this agreement count in any way toward tenure at the University.

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ARTICLE 3

3.1 Compensation.

3.1.1 In consideration of Athletic Director's services and satisfactory performance of this Agreement, the University shall provide to Athletic Director compensation as set forth herein. Accompanying such compensation shall be:

- a) Athletic Director shall receive such employee benefits as the University provides generally to non-faculty professional staff employees; and
- b) Athletic Director shall receive such employee benefits as the University's Department of Athletics (the "Department") provides generally to its employees of a comparable level. Athletic Director hereby agrees to abide by the terms and conditions, as now existing or hereafter amended, of such employee benefits.

3.1.2 Salary: The University shall pay Athletic Director a Base Salary of \$325,000 per year of this Agreement. Such salary is initially broken down as follows: (a) \$110,000 State appropriated funds, plus (b) \$215,000 from athletic department non-state funds from program revenues, Foundation/BAA contributed funds and media contract funds. Additionally, the Base Salary may increase annually (not to exceed 10% annually) at the sole discretion of the President after determination by the President that the annual goals the President sets for the Athletic Director are successfully achieved. Such increases may change the allocation of the salary. Provided, however, that any such increases may also be subject to the approval of the State Board of Education.

3.1.3. In addition to the Base Salary, the University shall pay Athletic Director Incentive Compensation as set forth below. Such payments shall be made in one lump sum in January following the year in which the incentive criteria was met and Athletic Director must remain continuously employed through the payment date to receive such payments.

- (a) For Overall Department Athletic Performance: For the National Association of Directors of Collegiate Athletics (NACDA) Director's Cup National Sports Award final year end rankings:

<u>Department Rank</u>	<u>Incentive Pay</u>
Top 25	\$15,000
Top 40	\$10,000
Top 60	\$5,000

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- (b) For Academic Performance: As long as the annual departmental average National Collegiate Athletic Association (“NCAA”) Academic Progress Rate (“APR”) scores meet the following levels, the following applicable incentive payments will be paid by the University:

<u>Department APR Score</u>	<u>Incentive pay</u>
970-979	\$10,000
980-989	\$15,000
990-999	\$20,000
1000	\$25,000

- (c) For Football Bowl Game Appearances: If the University men’s football team plays in an NCAA approved post-season bowl game, the following incentive payments will be made by the University:

Bowl Championship Series (BCS) game	\$30,000
Non BCS bowl game	\$20,000

- (d) Additional Incentive Compensation: After the first year of this Agreement, the President and the Athletic Director shall, in good faith, agree to additional performance criteria, with metrics reasonably related to the Department’s activities and operations, that shall be the basis for Additional Incentive Compensation opportunities for each of the remaining four years of this Agreement. The total potential Additional Incentive Compensation pursuant to this paragraph (d) shall not exceed \$50,000 in any one year, not inclusive of the Incentive Compensation in section 3.1.3(a), (b) and (c) above.

3.1.4 The University annually shall provide or make arrangements through the athletic department trade-out program one (1) full-size automobile for business and personal use by Athletic Director or members of his immediate family. Athletic Director shall supply gasoline for personal use. All other costs of operating the vehicles shall be paid by the University.

3.1.5 The University shall provide Athletic Director with two country club memberships at all times during the term of this contract.

3.1.6 In addition to the Base Salary, the University shall make a one-time payment to Athletic Director in the amount of \$75,000 on February 3, 2012.

3.2 Media. Agreements requiring the Athletic Director to participate in media programs related to his duties as an employee of University are the property of the University. The University shall have the exclusive right to negotiate and contract with all producers of media products and all parties desiring public appearances by the Athletic Director. Athletic Director agrees to cooperate with the University in order for the programs to be successful and agrees to provide his services to and perform on the programs and to cooperate in their production, broadcasting and telecasting. It is understood that neither Athletic Director nor any

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assistant department employees shall appear without prior written approval of the President on any competing radio or television program (including but not limited to a 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 President, Athletic Director shall not appear in any commercial endorsements.

3.2.1 Athletic Director 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 Athletic Director, during official practices and games and during times when Athletic Director or any part of the Program is being filmed by motion picture or video camera or posing for photographs in their capacity as representatives of University.

3.3 Longevity/Stay Incentive. In addition to the Base Salary, the University will pay to Athletic Director a one-time longevity/stay incentive in the sum of \$125,000 if Athletic Director stays continuously employed by the University until December 31, 2016 without being in material breach. Such payment will be made on January 20, 2017.

3.4 All payments provided for in this Agreement shall be paid through the University's normal bi-weekly payroll with the applicable withholdings as required by law and applicable deductions as directed by Athletic Director.

**ARTICLE 4**

4.1 Athletic Director's Specific Duties and Responsibilities. In consideration of the compensation specified in this Agreement, Athletic Director, in addition to the obligations set forth elsewhere in this Agreement, shall:

4.1.1 Devote Athletic Director's full time and best efforts to the performance of Athletic Director's duties under this Agreement and effectively manage the Athletic Department while performing the duties and responsibilities customarily associated with the position of an athletic director at a Division 1-A university.;

4.1.2 Develop and implement programs and procedures with respect to the evaluations of all Program sport participants to 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 University and encourage all Program participants to perform to their highest academic potential and to graduate in a timely manner;

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 the Department's employees know, recognize, and comply with all such laws, policies, rules and regulations; and immediately report

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to the President and to the Department's Director of NCAA Compliance if Athletic Director 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. Athletic Director shall cooperate fully with the University and the Department 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 Policy Manual; (c) the policies of the Department; (d) NCAA rules and regulations; and (e) the rules and regulations of the conference of which the University is a member;

4.1.5. Supervise and manage the athletic department to insure, to the maximum extent possible, that all staff follow applicable University policies, State Board of Education policies, NCAA, and applicable conference rules and regulations at all times;

4.1.6 Manage departmental fiscal areas consistent with State Board of Education policies and the policies of the University; and,

4.1.7 Take reasonable steps to maintain student athlete graduations within six (6) years at a rate equal to or better than the general University student body.

4.2 Outside Activities. Athletic Director shall not undertake any business, professional or personal activities, or pursuits that would prevent Athletic Director from devoting Athletic Director's full time and best efforts to the performance of Athletic 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. Subject to the terms and conditions of this Agreement, Athletic Director may, with the prior written approval of the President, enter into separate arrangements for outside activities and endorsements which are consistent with Athletic Director's obligations under this Agreement. Athletic Director may not use the University's name, logos, or trademarks in connection with any such arrangements without the prior written approval of the President.

4.3 NCAA Rules. In accordance with NCAA rules, Athletic 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 30<sup>th</sup> of each year or the last regular University work day preceding June 30<sup>th</sup>. The report shall be in a format reasonably satisfactory to University. In no event shall Athletic 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.

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4.4 Hiring Authority. Athletic Director shall have the responsibility and sole authority to recommend to the President the hiring and termination of Program personnel, but the decision to hire or terminate shall be made by the President and shall, when necessary or appropriate be subject to the approval of President and the University's Board of Trustees.

4.5 Scheduling. Athletic Director shall make decisions with respect to the scheduling of competitions for sports in the Program.

4.6 Other Athletic Director Opportunities. Athletic Director shall not, under any circumstances, interview for, negotiate for, or accept employment as an Athletic Director at any other institution of higher education requiring performance of duties prior to the expiration of this Agreement without the prior approval of the President. Such approval shall not unreasonably be withheld and shall not be considered a waiver of the Athletic Director's obligations hereunder, including but not limited to the notice, payment and other obligations of sections 5.3.2 and 5.3.3.

**ARTICLE 5**

5.1 Termination of Athletic Director for Cause. The University may, with good and adequate cause, as those terms are defined in applicable policies, rules and regulations,: suspend Athletic Director from some or all of Athletic Director's duties, temporarily or permanently, and with or without pay; reassign Athletic Director to other duties; or terminate this Agreement at any time.

5.1.1 In addition to the definitions contained in applicable policies, rules and regulations, University and Athletic 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 Athletic Director's duties under this agreement or the refusal or unwillingness of Athletic Director to perform such duties in good faith and to the best of Athletic Director's abilities;
- b) The failure of Athletic 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 Athletic Director of any applicable law or the policies, rules or regulations of the University, the University's governing board, its conferences or the NCAA, including but not limited to any such violation by Athletic Director which may have occurred during the employment of Athletic Director at another NCAA or NAIA member institution;

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- d) Ten (10) working days' absence of Athletic Director from duty without the University's consent;
- e) Any conduct of Athletic Director that constitutes moral turpitude or that would, in reasonable judgment, reflect adversely on the University or its athletic programs;
- f) The failure of Athletic Director to represent the University and its athletic programs positively in public and private forums;
- g) The failure of Athletic 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 Athletic 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 one of the Athletic Director's employees for whom Athletic Director is administratively responsible, or a member of any team in the Program; or
- i) A violation of any applicable law or the policies, rules or regulations of the University, the University's governing board, its conferences, or the NCAA, by one of the Athletic Director's employees for whom Athletic Director is administratively responsible, or a member of any team in the Program if Athletic Director knew or reasonably 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 (to be designated in writing) shall provide Athletic Director with written notice, which notice shall be accomplished in the manner provided for in this Agreement and shall include the reason(s) for the contemplated action. Athletic Director shall then have a reasonable opportunity to respond. After Athletic Director responds or fails to respond, University shall notify, in writing, Athletic 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 Athletic 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



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benefits, prerequisites, or income resulting from outside activities or from any other sources. However, any amounts due or earned (whether monetary or other benefits) by Athletic Director as of the time of termination for good and adequate cause shall still be paid to Athletic Director by the University.

5.1.4 If found in violation of NCAA regulations, Athletic 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 Athletic Director was employed.

5.2 Termination of Athletic 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 Athletic Director.

5.2.2 In the event that University terminates this Agreement for its own convenience, University shall be obligated to pay Athletic Director, as liquidated damages and not a penalty, only the remaining, unpaid Base Salary (plus any increases) set forth in section 3.1.2 and the payment provided for in section 3.3, excluding all deductions required by law, on the regular paydays of University until the term of this Agreement ends. or until Athletic Director obtains reasonably comparable employment, whichever occurs first. Provided, however, in the event Athletic 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 Athletic 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 3.1.2 (before deductions required by law) by the gross compensation paid to Athletic Director under the other employment, then subtracting from this adjusted gross compensation deduction according to law. In addition, Athletic 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 Athletic Director obtains employment or any other employment providing Athletic Director with a reasonably comparable health plan and group life insurance, whichever occurs first. Athletic Director shall be entitled to no other compensation or fringe benefits, except as otherwise provided herein or required by law. Athletic 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. Athletic Director agrees not to accept employment for compensation at less than the fair value of Athletic Director's services, as determined by all circumstances existing at the time of employment. Athletic 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 been represented by legal counsel, or had the opportunity to do so, in the contract negotiations and have bargained for and agreed to the foregoing liquidated damages provision, giving consideration to the fact that the Athletic 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 Athletic Director shall constitute adequate and reasonable compensation to Athletic Director for the damages and injury suffered by Athletic 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 Athletic Director for Convenience.

5.3.1 The Athletic Director recognizes that his promise to work for University for the entire term of this Agreement is of the essence of this Agreement. The Athletic 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 Athletic 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. If the Athletic Director terminates this Agreement for convenience at any time, all obligations of the University shall cease as of the effective date of the termination. However, any amounts due or earned (whether monetary or other benefits) by Athletic Director as of the date of termination shall still be paid to Athletic Director by the University.

5.3.3 If the Athletic 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 December 31, 2014, the sum of Seven-Hundred-Thousand Dollars (\$700,000); (b) if the Agreement is terminated between January 1, 2015 and December 31, 2015 inclusive, the sum of Three-Hundred-Fifty Thousand Dollars (\$350,000); and (c) there shall be no liquidated damages if the Agreement is terminated anytime after December 31, 2015. 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 percent (8%) per annum until paid. Provided, however, that if the University President currently serving at the time of the execution of this Agreement, Dr. Robert Kustra, ceases employment as the University President for any reason whatsoever during the term of this Agreement, then the liquidated damages provisions of this section 5.3.3 shall be no longer applicable and there shall be no liquidated damages for a termination by Athletic Director for convenience.

5.3.4 The parties have both been represented by legal counsel in the contract negotiations, or had the opportunity to do so, and have bargained for and agreed to the foregoing

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liquidated damages provision, giving consideration to the fact that the University will incur administrative and recruiting costs in obtaining a replacement for Athletic Director, in addition to potentially increased compensation costs if Athletic 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 Athletic 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 Athletic Director. The liquidated damages are not, and shall not be construed to be, a penalty. This section 5.3.4 shall not apply if Athletic Director terminates this Agreement because of a material breach by the University.

5.3.5 If Athletic Director terminates this Agreement for convenience, he shall forfeit to the extent permitted by law his right to receive all compensation and other payments not earned by him as of the time of termination.

5.4 Termination due to Disability or Death of Athletic Director.

5.4.1 Notwithstanding any other provision of this Agreement, this Agreement shall terminate automatically if Athletic 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 Athletic Director, or dies.

5.4.2 If this Agreement is terminated because of Athletic Director's death, Athletic Director's salary and all other benefits shall terminate as of the last day worked, except that the Athletic Director's personal representative or other designated beneficiary shall be paid all compensation earned and due 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 Athletic Director's estate or beneficiaries thereunder.

5.4.3 If this Agreement is terminated because the Athletic 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 head Athletic Director, all salary and other benefits shall terminate, except that the Athletic Director shall be entitled to receive any compensation due (including any payments due under the supplemental pay of section 4 of the attached addendum) or unpaid and any disability-related benefits to which he is entitled by virtue of employment with the University.

5.5 Interference by Athletic Director. In the event of termination, suspension, or reassignment, Athletic Director agrees that Athletic Director 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. Other than what Athletic Director is or shall be entitled to under this Agreement, the University shall not be liable to Athletic Director for the loss of any collateral business opportunities or any other benefits, perquisites or income from any sources that may

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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 Athletic Director, regardless of the circumstances.

5.7 Waiver of Rights. Because the Athletic Director is receiving a multi-year contract and the opportunity to receive incentive compensation and because such contracts and opportunities are not customarily afforded to University employees, if the University suspends or reassigns Athletic Director, or terminates this Agreement for good or adequate cause or for convenience, Athletic 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 by the State Board of Education and its Governing Policies and Procedures Manual, and the University Policy Manual.

**ARTICLE 6**

6.1 Board Approval. This Agreement shall not be effective until and unless approved by the University's Board of Trustees and executed by both parties as set forth below. In addition, the payment of any compensation pursuant to this agreement shall be subject to the approval of the University's Board of Trustees; and the President; the sufficiency of legislative appropriations; the receipt of sufficient funds in the account from which such compensation is paid; and the Board of Trustees and the University's rules and policies regarding financial exigency.

6.2 University Property. All personal property (excluding vehicle(s) provided through the trade-out 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 Athletic Director by the University or developed by Athletic Director on behalf of the University or at the University's direction or for the University's use or otherwise in connection with Athletic 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, Athletic Director shall immediately cause any such personal property, materials, and articles of information in Athletic Director's possession or control to be delivered to the President.

6.3 Assignment. Neither party may assign its rights or delegate its obligations under this Agreement without 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.

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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 Ada County 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 Athletic Director hereby consents and agrees that this document may be released and made available to the public after it is signed by the Athletic Director. The Athletic Director 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:                      President  
   Boise State University  
   1910 University Drive  
   Boise, Idaho 83725

with a copy to:                      General Counsel  
   Boise State University  
   1910 University Drive  
   Boise, Idaho 83725

the Athletic Director:              Mark Coyle  
   Last known address on file with  
   University's Human Resource Services

with a copy to:                      Gregg E. Thornton  
   Ward, Hocker & Thornton, PLLC  
   333 West Vine Street, Suite 1100  
   Lexington, Kentucky 40507

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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 Athletic 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 Athletic Director acknowledges that he has had the opportunity to consult with 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.

UNIVERISTY

ATHLETIC DIRECTOR

\_\_\_\_\_  
Robert Kustra, President

\_\_\_\_\_  
Date

\_\_\_\_\_  
Mark Coyle

\_\_\_\_\_  
Date

Approved by the Board of Trustees on the \_\_\_\_ day of December, 2011.

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