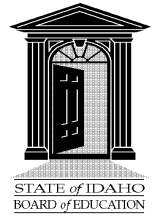


**STATE BOARD OF EDUCATION MEETING**  
**April 18-19, 2012**  
**University of Idaho**  
**Student Union Building, Ballroom**  
**Moscow, Idaho**



**Wednesday, April 18, 2012, 9:00 a.m., Student Union Building, Ballroom, Moscow, Idaho**

**BOARDWORK**

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

**OPEN FORUM**

**BUSINESS AFFAIRS & HUMAN RESOURCES**

**Section II – Finance**

1. FY 2013 Athletic Limits
2. FY 2013 Dual Credit Fees
3. Overview – Student Tuition & Fee Rates (Academic Year 2012-2013)
  - a. Lewis-Clark State College – Student Tuition & Fee Rates
  - b. University of Idaho – Student Tuition & Fee Rates
  - c. Boise State University – Student Tuition & Fee Rates
  - d. Idaho State University – Student Tuition & Fee Rates
  - e. Eastern Idaho Technical College – Student Tuition & Fee Rates

**INSTRUCTION, RESEARCH & STUDENT AFFAIRS**

1. Student Health Insurance program, Board Policy III.P. Students

**CONSENT AGENDA**

**IRSA**

1. Quarterly Report: Programs and Changes Approved by Executive Director
2. EPSCoR Appointment
3. CWI Program Discontinuance

**SDE**

4. Appointment to the Professional Standards Commission

## **EXECUTIVE SESSION (closed to the public)**

### University of Idaho

1. I move to hold executive session pursuant to Sections 67-2345(1)(d), Idaho code “to consider records that are exempt from disclosure under chapter 3, title 9, Idaho Code” and 67-2345(1)(f), Idaho code “to communicate with legal counsel . . . to discuss legal ramifications of and legal options for pending litigation.

### Lewis-Clark State College

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.

**Thursday April 19, 2012, 8:00 a.m., Student Union Building, Ballroom, Moscow, Idaho**

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

1. University of Idaho Progress Report
2. Presidents’ Council Report
3. Professional Technical Education Progress Report
4. Professional Technical Education Administrator
5. Workforce Development Council Report
6. Board Policy - State Rehabilitation Council – 1<sup>st</sup> Reading
7. President Approved Alcohol Permits Report
8. University of Idaho – Athletic Events – Annual Report – Alcohol Service
9. Idaho State University – Faculty Governance Progress Report
10. Temporary Proposed Rule – IDAPA 08.02.03 – Rules Governing Thoroughness – Home School Recognition
11. Institution/Agency Strategic Plans

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

1. First Reading, Proposed Amendment to Board Policy III.Y. Advanced Opportunities
2. IEN Comprehensive Strategic Plan
3. Idaho State University – Graduate Program – Master of Science in Athletic Training and Professional Fee Request
4. Physical Therapy Assistant (PTA) Program Consortium
5. HERC By-laws



## **AUDIT**

1. Idaho State University – Revised Foundation Operating Agreement
2. Eastern Idaho Technical College – Revised Foundation Operating Agreement

## **BUSINESS AFFAIRS & HUMAN RESOURCES**

### **Section I – Human Resources**

1. Amendment to Board Policy – Section II.I.4. – Leaves – Second Reading
2. Boise State University – Multi-Year Employment Contract – Head Football Coach
3. SBOE Agency Head Pay Change
4. University of Idaho – Settlement Agreement

### **Section II – Finance**

4. FY 2014 Budget Guidelines – Line Items
5. FY 2013 Appropriations
6. Amendment to Board Policy – Section V.R.3.a.iv. – Professional Fees – First Reading
7. Amendment to Board Policy – Section V.R.3.a.v. – Self-Support Certificate & Program Fees – First Reading
8. Boise State University – Multi-Sport and Apparel Supply Contract with NIKE, Inc.
9. University of Idaho – Multi-Year Research & Marketing Agreement with Limagrain Cereal Seeds LLC
10. University of Idaho – Capital Project Update – Integrated Research & Innovations Center

## **DEPARTMENT OF EDUCATION**

1. Superintendent's Update
2. Update On Accreditation In Idaho And The Merger Between The Northwest Accreditation Commission And The Advanced Ed
3. Proposed Rule – IDAPA 08.02.03.105 - Rules Governing Uniformity - High School Graduation
4. Proposed Rule – IDAPA 08.02.023, .024, .026, .028 - Rules Governing Uniformity

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

If auxiliary aids or services are needed for individuals with disabilities, or if you wish to speak during the Open Forum, please contact the Board office at 334-2270 no later than two days before the meeting. While the Board attempts to address items in the listed order, some items may be addressed by the Board prior to, or after the order listed. The board meeting will commence at 9:00 am on Wednesday, any items not addressed on Wednesday will carry over to Thursday.

1. Agenda Approval

Changes or additions to the agenda

2. Minutes Approval

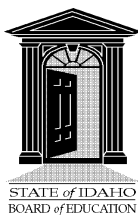
**BOARD ACTION**

**A motion to approve the minutes from the February 3, 2012 Special Board Meeting, the February 15-16, 2012 Regular Board Meeting, the March 9, 2012 Special Board meeting and the March 23, 2012 Special Board meeting, as submitted.**

3. Rolling Calendar

**BOARD ACTION**

**A motion to set April 17-18, 2013 as the date and the University of Idaho as the location for the April 2013 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

**DRAFT MINUTES  
STATE BOARD OF EDUCATION  
February 3, 2012  
Special Teleconference Meeting  
Boise, ID**

A special teleconference meeting of the State Board of Education was held February 3, 2012. It originated from the Board office in Boise Idaho. Board President Richard Westerberg presided and called the meeting to order at 8:00 a.m. A roll call of members was taken.

**Present:**

Richard Westerberg, President  
Don Soltman, Secretary  
Ken Edmunds, Vice President

Emma Atchley  
Bill Goesling  
Milford Terrell

**Absent:**

Rod Lewis  
Tom Luna

Board President Westerberg requested unanimous consent to move item number three of the Policy Planning and Governmental Affairs agenda to number one on the Policy Planning and Governmental Affairs agenda. There were no objections.

**PLANNING POLICY & GOVERNMENTAL AFFAIRS**

**1. Youth Athletes Concussion Guidelines Legislation**

**BOARD ACTION M/S (Westerberg/Terrell):**

**President Westerberg requested unanimous consent that this item be reviewed by the Athletic Committee in its full form after the bill is RS'd. Additionally, that once the Athletic Committee has reviewed the item, it shall be brought before the Board for consideration in a Friday teleconference meeting.** There were no objections.

**Discussion:** Don Soltman introduced this item and deferred to staff and Matt Kaiserman to make their presentation to the Board.

Mr. Edmunds indicated the Legislature previously passed concussion legislation. The initial proposal had three components having to do with education, removal of players with signs of

concussion and rules for readmitting players into an activity. The legislation did not pass in that form, but passed with the education component. Originally the law did not pass because of the liability for coaches possibly being too great. Mr. Edmunds mentioned this legislation has passed in Washington and 35 other states and Idaho is now considering legislation that would bring all three components into play. The most recent development regarding this legislation is the National Football League (NFL) has contacted the Boise based Gallatin Group to assist with getting this legislation passed in its full form. Currently, the proposed legislation contains all three components which include an education component, how participants are removed from activities and how participants can return to activities. Mr. Edmunds indicated the Board has been asked to support the proposed legislation and at this time the amendments are in draft form.

Mr. Edmunds summarized the way the language is currently drafted, the Board and the High School Activities Association, which is not under the Board or the Department's control, will gather guidelines and post them to a website which will be used for training coaches, administrators, parents and players to describe how players are removed and how players are returned to activities.

Mr. Edmunds feels the draft is an improvement over what was done previously but still requires the Board to be involved with gathering guidelines. He commented the Legislature would like an entity in the state government to have responsibility for this. Mr. Edmunds expressed a great deal of concern about the Board gathering and preparing guidelines. Mr. Edmunds proposed those responsibilities be under the High School Activities Association, with the endorsement of the Board. Mr. Edmunds summarized the Board's involvement should be in the way of endorsement and providing an access point for the Board and any other affiliates for obtaining the concussion information for training purposes.

Mr. Terrell asked why this did not come through the Athletic Committee. He also expressed concern about the Board setting up guidelines for sporting activities as being outside the realm of the Board's responsibility, and felt the item needs to be reviewed by the Athletics Committee. Ms. Atchley indicated she thought the Board should assist with the program but not be directly involved with enforcement because that is outside the realm of the Board's responsibility.

Mr. Edmunds commented there is a problem with the existing legislation providing a perception requiring the Board to develop the guidelines. He felt the Board should not be the ones preparing those guidelines.

Mr. Kaiserman commented what is now in statute provides that the State Board of Education will collaborate with the Idaho High School Activities Association (ISHAA) to create these guidelines, which is not happening. He stated the current draft is not requiring the state Board to do anything it is not already doing. He reminded members there is already a link on the Board's website to Dr. Faure's website which would suffice as access to the information. He declared they are asking for the state Board's website and the Idaho High School Activities Association to be a resource to schools and to youth sports organizations for educational material on concussions, to act as a conduit for this educational material. Mr. Kaiserman noted the current legislation had the language "you shall collaborate with the ISHAA" and reminded the Board the legislation is still in draft format, but the current format would likely be the final version with the Board's approval.

Mr. Terrell asked for clarification on the involvement of the state Board. Mr. Kaiserman responded that the perspective is the state Board carries a certain level of significance and

authority whose involvement would be seen as favorable. He commented changes to the language could be made so the Board would feel more comfortable with it.

Ms. Atchley commented on the ISHAA and expressed concern about the State Board of Education being asked to provide legitimacy to a program outside the jurisdiction of the Board. Mr. Edmunds also expressed concern about the Board and the Department having no control over the ISHAA. He said he felt the legislation was important, however, and would like to have the Board members come to some sort of agreement on it and provide a level of support for this legislation because of its importance for student athletes.

Dr. Goesling asked whether there is something in place that provides protection to students involved in activities during or after school where they are getting credit for that activity. Mr. Edmunds responded that to his knowledge the Board has no control over high school activities.

Mr. Kaiserman responded to the comments of Ms. Atchley stating he did not intend for the Board to perceive they would be giving legitimacy to the ISHAA. He commented further this is not an ISHAA program and not necessarily a State Board of Education program, but it is a state mandated program for schools and for youth sports organizations. He commented they are merely asking the state Board and the ISHAA to provide a conduit to educational material and seeking satisfactory means for the educational material to be disbursed. They are not asking the Board to provide this material, but to have a link on its website for people to access it. He responded to Dr. Goesling's question stating that this piece of legislation deals with sports at the school level and at the youth sports level, and it doesn't have any effect on PE programs. By supporting this legislation, the Board would be supporting the idea of this legislation and providing a link on its website.

Mr. Edmunds asked who would be responsible for the guidelines if the Board and the ISHAA are not. Mr. Kaiserman commented under the current draft, the Board would be in charge of gathering the information, but not creating the information. The Board would need to reference the CDC material which could be done through Dr. Faure's link on the website.

Ms. Bent stated that current law requires the Board develop this information. The change allows the Board to use what is already available. Mr. Westerberg asked where this legislation is in the process and its timeframe. Mr. Kaiserman commented it is a draft and has not been RS'd yet. They hope to have it RS'd and printed early next week, and then pushed through committee within a week.

Mr. Westerberg commented that members of the Board support the idea of doing something about the concussion issue related to sports. He felt it prudent for the Athletic Committee to work through the details of this item looking at the specifics of the language. He suggested the Board meeting again next Friday on a telephone conference to reconsider the legislation.

## 2. Charter School Funding Legislation

**BOARD ACTION M/S (Soltman/Atchley): To approve the request by the Idaho Public Charter School Commission to withdraw RS 20819, amending section 33-5208(1), Idaho Code.** The motion carried unanimously.

**Discussion:** None

3. Charter School Cap Legislation - Update

**BOARD ACTION M/S (Westerberg/Terrell): To authorize the President of the State Board of Education to appear in the legislative committees to support the lifting of the cap of the number-per-district of charter schools authorized in a given year.** A roll call vote was taken. The motion carried 4-2. (Mr. Goesling and Ms. Atchley voted nay).

**Discussion:** Mr. Soltman introduced the item and stated it was originally an item for information only. Ms. Bent reminded the Board members that this piece of legislation came forward from the Charter Commission requesting both the statewide cap and the one-school-per-district cap be removed. The Board amended the legislation in their approval process to remove the statewide cap but keep the one per school district per year cap. Ms. Bent indicated staff has received questions and is seeking input from the Board on whether to support removal of the one-per-district cap or if the Board stands firm with the original approval.

Mr. Edmunds asked what would happen if two schools sought approval in the same year, which one would get priority. Ms. Baysinger responded the school that completed the application process and was approved first would get the priority. Ms. Baysinger indicated for Board members that such a situation has only occurred once since 1998, so its occurrence is rare.

Dr. Goesling questioned the fairness of the system for a school that was perhaps less qualified than another seeking approval first. Mr. Terrell responded that it is not a quality issue, but is based on how the law is set up, and that the Board must follow the law. Mr. Soltman added that there is a financial impact on a school district when a charter school opens and that should be considered in the one-per-district cap.

Mr. Westerberg asked if the financial impact was mitigated in the rule. Ms. Baysinger commented there is a 97% protection for districts this year. Additionally, the authorizer has a role in looking at comments from the district and if they are concerned about a second charter school opening in a year they would have the opportunity to deny that petition. If they chose not to deny that petition, the Commission would consider the district's point of view and could deny a charter if they felt it would be damaging to the district.

Mr. Edmunds repeated his concern about the fairness of when two requests are presented, and commented there may be additional work before the Board. Ms. Baysinger shared the commission's logic in removing the one-per-district cap. She summarized it is not about the number of schools that can open in a year, but more of an issue of availability of dollars that are inaccessible now because the cap is in place. She commented that there are charter ranking organizations that rank charter school laws and look at any type of cap as something that lowers a state's ranking. In this instance it makes Idaho's charter law look unfavorable; and currently Idaho is 32<sup>nd</sup> out of 41 states. She further commented the cap reduces Idaho's access to those grant dollars and that the Federal Charter Star grant is critical to the ability of new schools to open. She reported that Idaho did not receive the grant during the last application period but could raise its chances of getting it in the future by removing the cap. Ms. Baysinger clarified that this cap is not on the total number of schools that can exist in a district, but rather the number of schools that can open in any given year. It is a growth cap, not a total cap. The Charter Commission originally proposed removing both caps and feels it is the best route to take.

Dr. Goesling asked what the Idaho School Board Association's position is on this. Ms. Baysinger commented that conversations with the Idaho School Boards Association and the

Idaho Association of School Administrators have indicated they would not object to the cap being removed.

Mr. Soltman asked if it would be appropriate to have the Charter Commission resubmit their proposed amendment. Ms. Bent stated that at this point in the legislative process the Board cannot submit any new legislation or change the piece of legislation that was put forward. The Board could let legislators know that the Board would be supportive of amending the legislation to remove both caps.

Mr. Westerberg asked for authorization from the Board to speak to the Legislature in support of removing both caps. Most of the other Board members were supportive of Mr. Westerberg's recommendation.

Ms. Atchley expressed concern about the governance of charter schools long-term as new schools are opened. She commented that generally speaking, the supporters of charter schools don't support local levies and therefore school districts that the Board oversees do not have enough support to pass levies. This means districts can suffer because of that defacto political aspect of charter schools. Ms. Atchley also remarked on her concern of the use of federal dollars instead of supporting the schools with state or private dollars. She was concerned about rushing to obtain federal dollars because we think we need the money right away, and not looking at means within our state.

#### 4. Community College Employee's Legislation

**BOARD ACTION M/S (Soltman/Atchley): To support RS 21145, allowing community college employees to retain up to 90 days of sick leave when transferring from community college employment to state service and allowing for employees who transferred from Boise State University to the College of Western Idaho and then returned to state service on or before September 1, 2012 to be credited with the amount of sick leave transferred to the College of Western Idaho from Boise State University which remains unused.** A roll call vote was taken. The motion carried 5-1. (Mr. Edmunds voted nay).

**Discussion:** Mr. Edmunds asked about financial transfers with regard to this motion. Ms. Bent responded that currently all state employees, except community college employees, who leave state service and return within three years, have their sick leave credited back to them; the motion will allow community college employees to have the same benefit as other state agencies employees when they are hired back by an educational agency.

Mr. Edmunds express concerned on the financial impact of this motion. Ms. Bent clarified that there is some financial impact, but it would likely be very low given the number of employees affected by this motion.

#### 5. General Education Legislation/Rules Update

**Discussion:** Mr. Soltman introduced the item and stated it is an item for information only. He asked Ms. Bent to give a brief summary of where the Board approved legislation and rules are in the legislative process. Ms. Bent commented that all of the Board's rules have passed through the Senate and House Education committees. She said there were a number of people who testified against the online course requirement, specifically with regard to the asynchronous requirement. She commented Superintendent Luna made a commitment to bring back a



temporary rule to remove the asynchronous requirement. The temporary rule will be brought before the Board in February for consideration. She further summarized the legislation that the Board approved, with the exception of the three charter school bills, has passed the House side and the change to the on-line course definition that was in code has passed the Senate side. Additionally, she said that Representative Nonini will be notified that the Board has requested the RS for the charter school funding amendments be pulled.

#### 6. Division of Vocational Rehabilitation – Temporary Rule – Technical Correction

**BOARD ACTION M/S (Soltman/Edmunds): To approve the temporary rule changes to IDAPA 47.01.01 as submitted by the Idaho Division of Vocational Rehabilitation.** A roll call vote was taken. The motion carried unanimously.

**Discussion:** None

### **BUSINESS AFFAIRS & HUMAN RESOURCES**

#### 1. University of Idaho – Property Acquisition

**BOARD ACTION M/S (Terrell/Edmunds): To approve the request by the University of Idaho to make expenditures not to exceed \$130,000 for due diligence and other initial pre-acquisition expenses in conjunction with acquisition of the McCall campus site as part of an exchange of property with the Land Board. The University will return to the Board to request approval of the final acquisition transaction upon identification of an exchange parcel or parcels and successful completion of the due diligence for the exchange.** A roll call vote was taken. The motion carried unanimously.

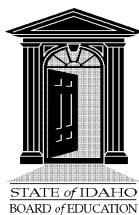
**Discussion:** None

**BOARD ACTION M/S (Terrell/Atchley): To approve the request by the University of Idaho for authority to use future bond proceeds to reimburse itself for costs and expenses of the exchange including those incurred under the Term Sheet with the Idaho Department of Lands.** A roll call vote was taken. The motion carried unanimously.

**Discussion:** None

President Westerberg noted for the record the Board will be having Friday Board meetings as needed.

**M/S (Goesling/Terrell): To adjourn at 9:16 a.m.** Motion carried unanimously.



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

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**DRAFT MINUTES  
STATE BOARD OF EDUCATION  
February 15-16, 2012  
Boise State University  
Student Union Building  
Boise, Idaho**

A regularly scheduled meeting of the State Board of Education was held February 15-16, 2012 at Boise State University in Boise, Idaho.

**Present:**

Richard Westerberg, President  
Don Soltman, Secretary  
Ken Edmunds, Vice President

Milford Terrell  
Bill Goesling  
Emma Atchley

Rod Lewis  
Superintendent

Tom Luna, State

**Wednesday, February 15, 2012**

The Board met in the Simplot Ballroom of the Student Union Building at Boise State University in Boise, Idaho. Board President Richard Westerberg called the meeting to order at 1:00 pm.

**BOARDWORK**

**1. Agenda Review**

**BOARD ACTION**

**M/S (Edmunds/Goesling): By unanimous consent the Board agreed to approve the agenda as amended. There were no objections.**

President Westerberg requested unanimous consent to amend the order of the agenda and set the Department of Education section to a time certain of 10:15 a.m. to accommodate Superintendent Luna's travel schedule. President Westerberg reminded those present that the Boise State University bond item, BAHF Tab 6, was already set to a time certain at 2:00 p.m.

Thursday. There were no objections.

## 2. Minutes Review

### **BOARD ACTION**

**M/S (Edmunds/Soltman): To approve the minutes from the December 7-8, 2011 Regular Board meeting, the December 30<sup>th</sup> Special Board Meeting, and the January 4, 2012 Special Board meeting as submitted. The motion carried unanimously.**

## 3. Rolling Calendar

### **BOARD ACTION**

**M/S (Edmunds/Atchley): To set February 20-21, 2013 as the date and Boise State University as the location for the February 2013 regularly scheduled Board meeting and to amend the date of the regularly scheduled August 2012 Board meeting to August 15-16, 2012. The motion carried unanimously.**

### **WORKSESSION**

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

##### 1. College and Institutions Mission Statements

Mr. Edmunds stated the IRSA Committee was given responsibility to revisit institution Mission Statements at the September 2011 Special Board meeting and return with recommendations for changes to the Board. He indicated today's work session is intended for work by the whole Board on those Mission Statements, and to determine if the overlying issues are related to Mission Statements or other areas. The Board members were provided with material for review from each institution in their agenda materials. Mr. Edmunds indicated he hoped discussions would include Primary Areas of Emphasis as the IRSA Committee believes it forms the foundation for the Mission Statements. He further stated there are three areas that would be discussed today: Mission Statements, Core Themes and Primary Areas of Emphasis.

Mr. Edmunds stated the Mission Statements were approved by the Board for accreditation purposes in September 2011 and today's requested changes from the institutions to those Mission Statements are minimal. Idaho State University is the only requiring significant changes to their Mission Statement. Additionally, the Board has acknowledged they would like to follow a process that aligns with the Northwest Commission on Colleges and Universities (NWCCU) accreditation process. Mr. Edmunds pointed out that the Board wants to determine where the collaboration is, where the weaknesses are, where there is overlap and avoid competition among institutions.

Mr. Edmunds introduced Selena Grace from the Board office to give a presentation intended to provide background and encourage discussion with each of the college and universities regarding their Mission Statements, Core Themes, and proposed areas of emphasis.

President Westerberg asked for clarification on what the Board will be approving today. Mr. Edmunds responded that the motion is to approve Mission Statements and Core Themes with discussion surrounding those items. Mr. Terrell expressed concern with approving the Mission

Statements without additional time for consideration to changes. It was determined that the motion for approval would be held until Thursday afternoon with the rest of the IRSA agenda items.

Mr. Edmunds went on to comment that they are asking the college and universities to outline their Primary Areas of Emphasis. Ms. Grace commented on the importance of the NWCCU accreditation standards which are principle-based statements of expectations of quality and effectiveness. The NWCCU accreditation reporting requirements are on a seven year cycle in which the institutions provide detailed reports on five standards. Ms. Grace summarized those standards and reporting requirements for the Board.

Ms. Grace emphasized that the NWCCU indicates Mission Statements must articulate a purpose, give direction for institution efforts and must be derived from, and generally understood by its community (i.e., campus, faculty). From the Mission Statement the college and universities must identify Core Themes that exhibit the essential elements of their mission, and which must be approved by their governing board. The Mission Statement and Core Themes would then flow to statewide Primary Areas of Emphasis and statewide programmatic responsibilities. The Primary Areas of Emphasis and programmatic responsibilities would not necessarily cover all aspects of an institutions' work; they would simply provide focus to their research and program delivery.

Mr. Edmunds asked the representatives from each institution to come forward with comments and feedback about Mission Statements. Mr. Edmunds asked if anyone had any questions about the University of Idaho Mission Statement. Mr. Terrell commented on the first line of the university's statement about the university being "the state's flagship" and discouraged the use of the word in the Mission Statement. Mr. Terrell summarized comments from Robert Berdahl on the use of the word, suggesting that it comes across as arrogant and boastful. Mr. Terrell felt each institution is in a sense a flagship for its own community. He felt the University of Idaho's use of it in their Mission Statement projected an inequality among the institutions.

President Nellis responded for the University of Idaho and expressed the word flagship is a historic reference, in that they were the first research institution and continue to be the lead in the amount of research dollars earned, and they are the land grant university. He commented that the word refers to the leadership the institution provides in those areas. He commented that national data and reports recognize the University of Idaho as the states land grant institution and felt it is an important reference for their institution. President Nellis pointed out the significant historical reference in Mr. Berdahl's statement, commenting that in looking at national data related to research, there are special categories for looking at "flagship" universities where no more than one university in each state is listed, and the University of Idaho is nationally recognized as the flagship institution in Idaho.

Mr. Terrell still felt it is not appropriate for use in the Mission Statement and that it presents a feeling of prejudice and belittling of the other institutions. Mr. Terrell's feeling is that all institutions are equal. Mr. Terrell asked if the University of Idaho would like the word to stay in their Mission Statement. Mr. Nellis stated they would like to continue to use the word in their Mission Statement as tradition and intended in no way for it to be disrespectful of any other institution in Idaho. He commented each institution has a unique role in the state and the University of Idaho's Mission Statement is reflective of a historical clarification as the land grant and research university. Mr. Terrell expressed further comments in opposition to President Nellis' response. Mr. Westerberg asked if the removal of the word flagship would take away from the meaning of their Mission Statement. President Nellis replied the word reflects their

position as being a lead land grant and research facility.

President Vailas from Idaho State University commented that Mission Statements send a message to the public and they should follow data and facts rather than historical comment. He further commented in support of Mr. Terrell's concerns about the use of the word flagship in the Mission Statement. Mr. Edmunds commented that during the review process IRSA did not offer recommendations on Mission Statements or Core Themes. He said the word flagship is an important word for the University of Idaho and it does have historical context, but unfortunately the perception is not favorable. President Nellis followed-up that they could provide quantitative Carnegie data to back up the use of the word flagship in their Mission Statement. Mr. Soltman commented the use of the word flagship is a good marketing tool, but not necessarily useful in the Mission Statement. Mr. Luna agreed with the comment. Mr. Lewis responded in support of taking the word out of the Mission Statement and also complemented the University of Idaho for an overall well written and well done Mission Statement. There were no further comments on the University of Idaho's Mission Statement.

Mr. Edmunds then asked to review the Mission Statement of Boise State University (BSU). Mr. Soltman asked if there was a Carnegie classification on the words "metropolitan research". Dr. Kustra responded that the designation is one which has become common across the country. Carnegie has acknowledged them as a metropolitan university and additionally, in terms of growth, their research designation shows an incredible rise in research over the last ten years. He indicated Boise State University will be receiving a re-designation from Carnegie for research. Mr. Soltman suggested rewording the statement some, stating a "metropolitan university doing research" seemed to be more fitting.

Mr. Edmunds then reminded the Board of the overall concern of the Board about how many research institutions there are; whether they are institutions doing research or research institutions. He felt the concern was one the Board should have further discussion on.

Mr. Lewis responded to Mr. Edmunds' comment on the Board's concern on research institutions and felt the Board was not ready to discuss the research topic at this time. He suggested it be thoroughly discussed at a later time because of the size of the topic. Mr. Westerberg clarified there are three research institutions in Idaho and clarified the Board members would be making a motion on Mission Statements today.

Mr. Terrell commented on the use of the word "metropolitan" by BSU, and likened it to the use of the word "flagship". Mr. Soltman clarified his concern was with the wording "metropolitan research" and that if it was not a Carnegie classification for BSU, it was not an accurate reflection and should not be used.

Specific to BSU, Mr. Lewis asked for clarification on what is meant by the use of the word "leadership" and also the flow, in general, of their Mission Statement. He pointed out items in sentences one through four that may need further clarification. President Kustra responded that "leadership" implies a regional presence.

Ms. Atchley expressed that overall there seems to be an underlying sense this is a research race. She encouraged all institutions to not view it as a race and indicated there is a far bigger picture beyond each institution individually, that the entire state and its local community should be kept in consideration. There were no further comments or questions for BSU.

Mr. Edmunds asked if there were any comments for the Mission Statement of Lewis-Clark State

College (LCSC). Mr. Soltman commented the Mission Statement was well done. Ms. Atchley echoed his remarks. There was discussion by Mr. Goesling regarding transposing state and local so that it read “local and state”. Hearing no further comments, they moved on to the Mission Statement of Eastern Idaho Technical College (EITC). Ms. Grace explained that EITC was included, because when the Board approved Mission Statements in September, EITC’s Mission Statement and Core Themes had not been approved by the Board. There were no questions about the EITC Mission Statement or Core Themes.

Moving on to Idaho State University’s (ISU) proposed Mission Statement, Mr. Lewis commented on the words “statewide leadership and health professions” in the second paragraph as having some sensitivity in the past. He felt the institution needs to be careful the mission of the university doesn’t lead others to believe the health programs are statewide programs as discussed under Board policy III.Z. Mr. Lewis recommended taking out the word “statewide” from the last sentence of the second paragraph in the Mission Statement. President Vailas responded in agreement with the recommended change.

Mr. Terrell asked about the use of the word “global” in the first paragraph and asked what role ISU plays in a global picture. President Vailas indicated they have global presence by an affiliation with health programs in other countries. He followed up stating part of their mission is to prepare students for a global society. Dr. Adamcik from ISU responded that the reference is that they educate students to function in a global society and not just within the boundaries of Idaho.

President Vailas commented the national emphasis on universities is globalization and there are three areas to support the use of the word globalization which are national trend, whether data supports it, and the preparation of students to function in a global society. Mr. Soltman asked about the future of professional-technical training as a mission of ISU. Dr. Vailas responded those programs are advantageous to the university and certainly have a future there.

Mr. Edmunds recommended future discussion by the Board on whether ISU will continue to be part of the community college program and discussion on the funding issue that goes along with it. President Vailas asked the Board to keep in mind that there are great research universities with the community college function integrated like ISU.

Mr. Edmunds drew attention to the use of the word “region” in ISU’s Mission Statement and commented there are different interpretations of what it means. Historically the Board has agreed its use refers to an area within the state. Mr. Edmunds asked for clarification. President Vailas responded it refers to a multi-state area. Ms. Atchley encouraged using a different word than “qualities” in the first sentence, stating what they are referring to are more like “tools”. President Vailas agreed and acknowledged they would change the word. Dr. Adamcik suggested the word “achievements” instead.

Mr. Edmunds asked for the revised Mission Statements and any additional language changes to be submitted to Selena Grace on Thursday morning. Mr. Westerberg asked for the Board members to provide changes or suggestions to Ms. Grace and the institutions by close of business today.

Mr. Edmunds followed the discussion on Mission Statements with a review of the specific wording changes on the proposed Mission Statements.

For the University of Idaho, Board member Terrell asked for the words “flagship and” to be

deleted from the statement. There were no other suggestions.

For Boise State University, Dr. Marty Schimpf summarized the changes. The first sentence of the revised Mission Statement states: "Boise State University is a public, metropolitan research university offering undergraduate degrees and experiences that foster student success, lifelong learning, community engagement, innovation and creativity." The last sentence would be rephrased as follows: "As an integral part of its metropolitan environment the university is engaged in professional and continuing education programming, policy issues, and promoting the region's economic vitality and cultural enrichment." Mr. Soltman continued to express concern about the use of the words "metropolitan research." Dr. Schimpf responded that BSU's research expenditures are supported by Carnegie Foundation quantifiable research on the use of the word. Mr. Westerberg asked if the implied meaning is a research institution located in a metropolitan area or something different; that it suggests a geographic location as opposed to a categorization. Dr. Schimpf responded that the assumption was correct. President Westerberg responded in that context, he has no issue with use of the word.

Mr. Lewis recommended including the words "and graduate" in the first sentence of the Mission Statement and that a reference to students should be present in the third sentence. Dr. Schimpf agreed and proposed revisions to the statement. Dr. Schimpf re-read the entire statement for Board members who were in agreement with the changes. The revised Mission Statement reads as follows: "Boise State University is a public, metropolitan research university offering an array of undergraduate and graduate degrees and experiences that foster student success, lifelong learning, community engagement, innovation and creativity. Research and creative activity advance new knowledge and benefit students, the community, the state and the nation. As an integral part of its metropolitan environment the university is engaged in professional and continuing education programming, as well as the region's economic vitality and cultural enrichment."

There were no changes to the Mission Statement of Eastern Idaho Technical College.

The only change recommended for Lewis-Clark State College was by Dr. Goesling to switch the order of the words "state and local".

For Idaho State University, Dr. Adamcik clarified there were two changes in the first sentence. The first change was to use the word "achievements" in place of "qualities." In the second paragraph, they removed the word "statewide" to read, "the University provides leadership." There were no other changes.

After hearing the proposed changes to the Mission Statements, the meeting was recessed for a short break after which the Board members returned to discuss Core Themes.

Provost Baker from the University of Idaho commented that they dovetailed their strategic plan with the accreditation requirements of the NWCCU, and their Core Themes reflect the four goals of their strategic plan. Provost Baker identified the university's Core Themes and summarized how those themes were arrived at. Their Core Themes included an engaged learning community; scholarly and creative activity with national and international impact; an engaged university; and purposeful, ethical, vibrant, and open community.

Mr. Soltman suggested the University of Idaho's core theme number two state "a" public research institution instead of "the" public research institution. There were no further suggestions.

Dr. Adamcik from ISU outlined the institution's four Core Themes and summarized how the themes were determined. The themes include learning and discovery; access and opportunity; leadership in the health sciences; and community engagement and impact.

Mr. Edmunds offered a suggestion for the third core theme which was to remove the word "statewide". Dr. Adamcik agreed to take the word "statewide" out of the first sentence. Mr. Edmunds then asked about the term "TeleHealth." Dr. Adamcik briefly summarized the TeleHealth program for Mr. Edmunds.

Dr. Schimpf identified and summarized the Core Themes for BSU. They included undergraduate education; graduate education; research and creative activity; and community commitment. There were no suggested changes to BSU's Core Themes.

Dr. Carmen Simone identified and summarized the Core Themes for LCSC and commented they used a common theme throughout of "connecting learning to life." Their Core Themes included connecting learning to life through academic programs; connecting learning to life through professional-technical programs; and connecting learning to life through community programs. There were no recommended changes to LCSC's Core Themes.

Dr. Steve Albiston from EITC outlined their Core Themes which also contain goals and indicators. The first was supportive environment and services; the second was community and meeting labor market needs and communicating effectively on campus with faculty and students; the third was accountability to the student and the community; and the fourth was learning to give students the skills they need to move into the labor force. There were no recommended changes to the EITC Core Themes.

Mr. Edmunds went on to talk about the Primary Areas of Emphasis and summarized the definition as differentiated areas of proven strength where significant resources have been committed or will be committed, and the ability to assess performance/productivity. He further commented that the Board needs to identify those areas the institutions take a leadership role or differentiate themselves in, which will then lead to Board policy III.Z, and statewide program responsibilities.

There was discussion regarding the 5% Enrollment Workload Adjustment (EWA) with regard to the Primary Areas of Emphasis. Mr. Edmunds reminded the group that in discussions with the IRSA committee, they did not consider the 5% EWA.

Mr. Soltman asked for clarification about the 5% EWA under Primary Areas of Emphasis, if they are disregarding that concern moving forward in this discussion. Mr. Lewis asked for clarity on incentivizing, with regard to the 5% EWA. He asked if there happened to be an area of emphasis on a broad category, does the 5% go to all the programs under that category or not. Mr. Freeman clarified for Board members how the policy reads regarding EWA. It states that an additional 5% emphasis factor is given to the Primary Areas of Emphasis at each institution. Mr. Lewis commented the 5% funding matter adds considerable complexity to the process. There was further discussion surrounding the 5% EWA and Primary Areas of Emphasis. Mr. Edmunds responded there is not a Board approved definition of primary area of emphasis. Dr. Goesling suggested arriving at a definition of primary area of emphasis as something that differentiates an institution from other institutions based on proven strengths, the ability to assess performance and productivity, and the significant resources committed in the past, present, or future.



Dr. Kustra spoke to Mr. Lewis' point on incentivizing and recommended having only two choices as incentives for the institutions. Mr. Edmunds clarified that they already received comments from the institutions and are asking for very specific input from the Board on what it is they would like the institutions to do. Mr. Lewis suggested using a format with subcategories that are differentiated between universities, which would be helpful and also serve as a record. Mr. Lewis recommended going to four or five Primary Areas of Emphasis. Mr. Westerberg encouraged a clear definition of primary area of emphasis.

Dr. Rush encouraged the Board to not get too wrapped up in the EWA use emphasis areas. He encouraged defining what the Board is trying to accomplish and not think about the 5% at this time. Mr. Edmunds clarified that IRSA ignored the EWA use in their discussions as well. He commented that they are trying to satisfy the workforce and economic needs of the state. Mr. Terrell pointed out the difficulty for the institutions to disregard the EWA use for this discussion. Dr. Goesling commented he felt the provosts followed the recommendations they were given, and asked for their input at this time.

Provost Baker from the University of Idaho provided an overview of their Primary Areas of Emphasis, which included current and proposed areas. Under current areas, he identified agriculture, forestry (natural resources), mines (metallurgy), engineering, architecture, law, foreign languages and education. Of the proposed areas, he identified agriculture (including veterinary medicine), natural resources, engineering, biological sciences (including medical education), architecture, law, education and business.

Mr. Terrell asked about the first four under "proposed" and how they tie to medical education. He asked if this implied they are establishing a medical education program which is not established at this time. Mr. Terrell asked for further clarification on including medical education in the land grant mission. Provost Baker responded the biomedical research is the largest single biomedical program in the state and these areas are core to WWAMI and core to biological sciences, further commenting it is an integral part of the core of a research university. Mr. Edmunds suggested resolving the medical education issues at a later time. He said he was comfortable with most of the areas, but suggested law, education, biosciences and related areas may need work. He asked for input from the Board on what things they would like emphasis on. Mr. Lewis asked them to narrow their lists to four or five areas, removing law from the proposed areas and then removing one more. Mr. Lewis further indicated that not all areas an institution delivers programs in should be included in this list.

Dr. Adamcik from ISU outlined their current areas of emphasis as health professions, biological sciences, physical sciences and education. Their proposed areas are health sciences, biomedical sciences, pharmaceutical sciences, energy sciences and environmental sciences. She recommended all institutions report on the same kind of metrics. There was some discussion about the biomedical sciences and Mr. Edmunds asked if the biomedical issue would best be resolved through IRSA and the Council on Academic Affairs and Programs (CAAP). Dr. Adamcik stated they would like to continue their work with IRSA on the biomedical issue and further defining areas of emphasis.

Dr. Schimpf provided the Primary Areas of Emphasis for BSU. Current areas include business, social science (including economics), public affairs, performing arts (excluding art), education and engineering. Proposed areas include fine arts, business, engineering, education, social sciences, public affairs, physical sciences and nursing. Mr. Edmunds felt BSU had lost ground by using extremely broad classifications. Dr. Schimpf asked the Board for clarification on how

broad or narrow they would like the Primary Areas of Emphasis. Mr. Lewis asked for BSU's top four or five. Dr. Schimpf responded fine arts, business, engineering, and social sciences.

Ms. Atchley commented several institutions have listed the same programs. She suggested IRSA look at removing all the same emphasis areas and then look at what the institutions are providing after the common areas are pared down and focus on specialties. Mr. Lewis responded that they did discuss it in IRSA, and by taking the areas institutions all delivered programs in off the list, it would eliminate confusion on what the institution really specializes in. Because there is more than one institution that offers programs in education and business, those areas would not be included in their Primary Areas of Emphasis.

Moving on, Dr. Simone provided comment from LCSC. Their current areas are in business, criminal justice, nursing, social work and education. Proposed areas are business, justice studies, nursing, professional-technical education, social work, teacher education, arts and literature, and science. They include those specifically assigned to LCSC by Idaho Code (arts and literature, and science).

President Westerberg asked what the Idaho Code language states. Ms. Grace read from Idaho Code, Title 33, Chapter 31 which states " . . . that the purpose of which shall be offering and the giving of instruction in four-year college courses in science, arts and literature, and such courses or programs as are usually included in liberal arts colleges leading to the granting of the degree of bachelor upon completion of such programs or courses." President Fernandez further clarified Idaho Code directs the institution to offer bachelor's degrees in those areas. He commented what they wanted was to add those areas identified in Idaho Code to the Primary Areas of Emphasis.

Mr. Edmunds did not agree with including those additional areas as Primary Areas of Emphasis, stating he did not see the characteristics they described in Primary Areas of Emphasis. President Fernandez replied that they wanted to include those other areas of emphasis going forward, as areas to expand on. Mr. Edmunds recommended they become more in line with the definition of areas of emphasis. Mr. Westerberg suggested as a general direction for all institutions to differentiate truly exceptional programs within their own institutions.

Mr. Soltman asked for the top four or five from LCSC. Dr. Simone responded the top five proposed for LCSC are nursing, education, science, arts and literature. Dr. Fernandez added and clarified they were not previously asked to narrow it down to four or five areas and it should not only be a discussion with provosts and CAAP, but needed to also be a campus-wide discussion.

Mr. Edmunds summarized the objective from today's meeting was to discuss the Mission Statements and the Core Themes of the institutions. He clarified the items that need to be accomplished by the institutions by tomorrow morning in order for the Board to vote on the Mission Statements and Core Themes at Thursday's meeting. He commented based on the input about the Primary Areas of Emphasis, the institutions should be able to go back and work on those areas, also working with IRSA on the subject.

Mr. Terrell asked for clarification on emphasis areas that overlap. Mr. Edmunds commented that IRSA would address that question, and additionally they would follow up with a discussion as to the autonomy of each institution. Mr. Lewis commented these areas are areas the institutions are emphasizing, and Primary Areas of Emphasis are not intended to limit in any way.

Hearing no further comments, President Westerberg moved the meeting to recess until Thursday, February 16, 2012 at 8:00 am.

**Thursday February 16, 2012**

The Board convened at 8:00 a.m. at Boise State University in the Simplot Ballroom located in the Student Union Building for regular business. Board President Richard Westerberg called the meeting to order and asked for a moment of silence to honor the passing of Steve Appleton. Dr. Rush introduced the Board's new Chief Communications Officer Marilyn Whitney who has extensive background in the communications arena. President Westerberg also announced that Jeff Schrader, legal counsel for the Board of Education, will be leaving the Board office. Mr. Schrader has been with the Board office since 2003. Dr. Rush thanked Mr. Schrader profusely for his contribution to the Board and expressed appreciation for his counsel on the many matters that have come before the Board over the years. Mr. Westerberg presented Mr. Schrader with an honorary plaque commemorating his service to the Board. Mr. Schrader offered a few comments of gratitude for the Board members, staff and institutions over the years. Mr. Westerberg announced Superintendent Luna was excused from the meeting due to a hearing he had to attend in D.C., and would be joining by phone around 10:15 a.m. for the Department's agenda items.

Mr. Westerberg introduced the agenda and reminded the Board members they would return to the unfinished business from the work session before the beginning of the IRSA agenda.

**OPEN FORUM**

Mr. Westerberg introduced Jay Hummel, Superintendent of Kuna School District. He stated his comments today represent his views only. He expressed appreciation for the hard work and dedication of the Board before the Legislature. He commented on the gap in skills necessary for many high school students to go on to college after graduation. Mr. Hummel commented on the state agency process for research and development of statewide policies. He shared some statistics about the retention rates of students after high school which showed an area needing improvement. He emphasized the need to be graduating competitive graduates from Idaho schools. He emphasized the need for collective partnerships which synergize their collective capacities. Mr. Hummel expressed concern about propelling students today to where they need to be to continue their education. He encouraged building on the instructional skills of teachers and educators to improve schools. He thanked the Board for the opportunity to speak today.

Mr. Westerberg introduced Owen McDougal from the American Association for the Advancement of Science. Mr. McDougal wished to inform the Board of a co-located conference of the American Chemical Society and the American Association for the Advancement of Science being held in Boise June 24-27, 2012. Mr. McDougal summarized some of the highlights of the conference and commented on the portion of the conference about the state agency process for research and development of statewide policies. The conference is open to the public. Mr. McDougal indicated Board members would be receiving an information guide from Tracie Bent along with a newsletter for Board member review. He encouraged the Board members and audience to attend the conference.

Mr. Westerberg introduced Bob Croker, Idaho State University Faculty Senate representative who came forward to speak regarding ISU faculty governance. Mr. Croker thanked the Board for their time and shared collective comments somewhat negative in nature regarding the

friction between Idaho State University and the Faculty Senate. He commented the faculty governance policy before the Board was not a faculty generated document. Mr. Croker asked for a voting procedure and a constitution that is mutually agreeable, viable and that both entities are able to live with. He commented the version they have received from President Vailas does not work and was not solicited for comments. He remarked the Faculty Senate does want to work with administration to come up with something they both can agree upon. However, they feel the ISU administration is unwilling to participate. He welcomed the state Board to issue in writing a request for President Vailas to speak with them to move forward in this situation. President Westerberg thanked Mr. Coker for his time and comments.

## **CONSENT AGENDA**

### **BOARD ACTION**

**M/S (Soltman/Atchley): To approve the consent agenda as posted. Motion carried unanimously. Board member Luna was absent from voting.**

#### **1. Idaho Division of Vocational Rehabilitation Advisory Council Appointments**

**By unanimous consent the Board approved the appointment of Lonnie Pitt to the Vocational Rehabilitation State Rehabilitation Council as a representative for former applicants or recipients for a term of three years effective July 1, 2012 through June 30, 2015.**

**By unanimous consent the Board approved the appointment of Dina Flores-Brewer to the Vocational Rehabilitation State Rehabilitation Council as the client assistance representative for a term of three years effective immediately.**

**By unanimous consent the Board approved the appointment of Don Alvashere to the Vocational Rehabilitation State Rehabilitation Council in the ex-officio capacity as the Administrator for the Division of Vocational Rehabilitation.**

**By unanimous consent the Board approved the appointment of James W. Smith to the Vocational Rehabilitation State Rehabilitation Council as a disability advocacy representative for a term of three years effective July 1, 2012 through June 30, 2015.**

**By unanimous consent the Board approved the appointment of Robbi Barrutia to the Vocational Rehabilitation Advisory Council as the State Independent Living Council representative effective immediately through June 30, 2013.**

**By unanimous consent the Board approved the appointment of Angela Sperry to the Vocational Rehabilitation Advisory Council as a representative for business, industry and labor for a term of three years effective July 1, 2012 through June 30, 2015.**

**By unanimous consent the Board approved the appointment of Jennifer Hoppins to the Vocational Rehabilitation State Rehabilitation Council as a representative for business, industry and labor for a term of three years effective July 1, 2012 through June 30, 2015.**

**By unanimous consent the Board approved the change of representation for James Solem to the position as a representative for Disability Advocacy groups on the State**

**Rehabilitation Council for the remainder of his term which ends June 30, 2013. This change will be effective immediately.**

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

### 1. Boise State University – Annual Progress Report

BSU President Bob Kustra provided the Board with a progress report on Boise State University's strategic plan. He reported on the details of its implementation, status of university goals and objectives and other points of interest. BSU's strategic plan drives the University's planning, programming, budgeting and assessment cycles and is the basis for the institution's annual budget requests and performance measure reports. Dr. Kustra commented on the growth and reinvention of BSU. He pointed out the details of student headcount and how the number is calculated and said for FY11 the number was 29,454. He commented on how BSU meets the demand of students, commenting BSU has increased admission standards, decreased credits to graduate and restructured the class schedule to 75 minute blocks. They also hope to incentivize students to come to the university in times that are not necessarily during the normal business hours and hope to work with student schedules that are not necessarily flexible.

Dr. Kustra discussed additional ways of meeting the student demand and commented BSU takes very seriously their desire to provide a rich educational experience for students. He commented on the Foundational Students Program which is aimed at undergraduate students and summarized learning outcomes expected of students encompasses written communication, oral communication, critical thinking, innovation & teamwork, ethics and diversity and disciplinary outcomes.

Dr. Kustra highlighted the Beyond the Blue podcast which was handed out to members during the meeting. It highlights the work of the University beyond the football field. It is intended to showcase the expertise of faculty on a variety of topics and to help people understand how BSU has changed so dramatically over the years.

Mr. Terrell expressed concern about the continuation of funding for new buildings going up around campus. He asked if the university was concerned about dealing with on-going financing in the event there isn't the kind of growth BSU has experienced going forward. Dr. Kustra said they are and that they are also redesigning existing buildings to accommodate new technology to efficiently use the space to accommodate more students. They will continue to expand student numbers and enrollment, but the way they teach will likely change with the advances of technology. There were no further questions for Dr. Kustra.

### 2. Boise State University – President's Council Report

Board member Soltman requested the institution presidents come forward for discussion of President's Council Report. President Bob Kustra, current chair of the Presidents' Council, thanked Dr. Rush for chairing the last meeting for him. Dr. Kustra gave a report from the most recent Presidents' Council meeting and answered questions. The Presidents' Council met on February 7, 2012.

The President's Council discussed rescheduling the August 2012 Board meeting dates to August 15 and 16. With regard to alcohol permits, there was a consensus among presidents that the present process allows them much more control over related events and reducing

presidential approved alcohol permits would only serve to drive the events underground.

Dr. Kustra reported that Dr. Rush has requested a campus contact for grant writing and federal grant applications. The presidents recommended using the provosts at each of the campuses as the first point of contact.

With regard to Idaho tuition waivers for faculty and staff, President Glandon expressed interest in the possibility of exchanging benefits. Other presidents expressed interest in having these conversations, but wanted to ensure each institution maintain the ability to decide if and how to extend tuition benefits to employees.

Dr. Kustra commented on a CAAP assignment on whether commercialization efforts by faculty are incentivized in promotion or tenure policies or if more needs to be done. It was decided that CAAP is the most appropriate group to go forward with that discussion.

Dr. Kustra indicated the presidents would be receiving new Complete College America data as Board staff is reworking the numbers and should have new information shortly.

President Vailas asked if there is interest by the group in pursuing tuition reciprocity agreements with surrounding states. It was decided the financial VPs and provosts should have follow-up discussion on this subject.

Mr. Edmunds asked the presidents how to make the iGEM process move more rapidly and what the presidents can do to expedite the process. President Vailas responded the presidents are focused on accelerating innovation and research to improve the commercialization of intellectual property. President Nellis agreed with President Vailas' comments and said it complements the priorities in the research areas of the universities. He said streamlining the task with HERC would have positive results and the process would be effective. Mr. Edmunds asked if President Vailas would be willing to get started without funding. President Vailas said they are already in the process of developing proposals. Mr. Edmunds commented they may need to look at the Incubation Fund going forward as well. Mr. Edmunds questioned the use of the Infrastructure funds and commented he would advocate with IRSA to change the process to reevaluate how the money is divided up. President Vailas responded it would be prudent to explore connectivity between commerce and research.

Dr. Goesling asked about the distinction of private industry between CAES and iGEM. He asked how the presidents pique the interest of industry in this process. President Vailas responded that CAES is doing well except it does not have an entity in private industry that works through both CAES and private industry. Dr. Kustra responded Boise State has established a committee on how to make the connection between the research area and the community. He confirmed there are people in the community who are anxious to help. Mr. Westerberg thanked the presidents for their comments.

### 3. College Access Challenge Grant – 2012 Awards

Board Member Terrell and Jessica Piper from the Board office presented the 2012 Statewide Free Application for Federal Student Aid (FAFSA) Completion Event Video Contest awards. These awards are part of an initiative under the federal College Access Challenge Grant (CACG). The CACG is a five-year federal grant designed to assist traditionally underserved and underrepresented students gain access to college through statewide initiatives. This year's FAFSA event was held February 4, 2012, at 16 sites throughout the state. In an effort to involve

students in advertising this event, the Board office conducted a video contest whereby high school students could create a 30 second video spot. Seven entries were received and awarded a first, second, and third prize, and three honorable mentions. The prizes totaled \$5,000 in cash. The prizes are awarded to the student participants with a matching amount awarded to the students' respective schools. Due to the success of this year's contest, the CACG Program will continue to host this event each year it is awarded the federal CACG. The following students received awards:

- First Place: Eagle High School – Cody Hoge, Thomas Leinberger
- Second Place: Eagle High School – Jacob Huffaker, Jake Hart
- Third Place: Eagle High School – Riley Hunt, Stacia Cooper
- Honorable Mentions:
  - Eagle High School – Brian Kimpson, Levi Maliwauki
  - Eagle High School – Daydra Mefford-Ritter, Nicolle Jones
  - Mountain Home High School – Jarek Schetzle, David Trouten, William King

#### 4. Idaho Division of Vocational Rehabilitation (IDVR) – Annual Progress Report

Board member Soltman introduced Don Alveshere to present the Idaho Division of Vocational Rehabilitation's annual progress report. Mr. Alveshere, Administrator of IDVR, reported on the agency's strategic plan, details of implementation, status of goals and objectives and information on other points of interest. He included information on extended employment services, Council for the Deaf and Hard of Hearing, End Stage Renal Program, agency-wide issues, legislative audit findings, and performance data.

Mr. Alveshere commented on some of the things IDVR does for communities and highlighted some examples. One of the priorities of IDVR is taking people with disabilities and helping them gain employment. He highlighted the return on investments within the vocational rehabilitation programs of the state. He also commented those programs do not come without risk. If there are not enough resources (dollars or staff) to serve every customer, they have to resort to a federally required order of selection. That selection process is disruptive because sometimes they are not able to serve people when they may need the services the most.

Additionally, there are extended employment services which provide long term support to customers with developmental or mental health disabilities. There is also the Council for the Deaf and Hard of Hearing which was moved to IDVR in FY2011.

Mr. Alveshere commented briefly on the End Stage Renal Disease Program which may be phased out by June 30, 2013. Mr. Alveshere went on to discuss agency wide issues. He commented the focus of the agency is customer service, organizational excellence, effective stakeholder engagement and partnerships. Additionally, there was an employee climate survey recently completed at IDVR which has identified areas for improvement within the office.

Mr. Alveshere identified alternative funding sources which included social security reimbursements and spending authority flexibility for social security reimbursements. He recapped legislative audit findings and commented those findings are being addressed.

Dr. Goesling asked with the return of disabled veterans if the Division of Vocational Rehabilitation was working with the Veterans Administration (VA). Mr. Alveshere responded they have set up a Memorandum of Understanding (MOU) with the VA. The VA will be the primary source for services, and there are some services the VR can provide after that. He also

commented on working with the Wyakin Warrior Foundation. Mr. Soltman thanked Mr. Alvesshere for his action with the legislative findings and the courage to take on an employee survey.

#### 5. Idaho Commission for Libraries – Read to Me Early Literacy Program

Mr. Soltman introduced Ann Joslin, State Librarian, to give a presentation on the Read to Me program and provide an update on the Commissions' efforts to help address reading deficiencies among Idaho students. Ms. Joslin commented they are committed to advancing early literacy in Idaho and the Idaho Commission for Libraries has recognized the value of early literacy skills in education, as is evident in their Read to Me (RTM) program. The vision of the Commission's RTM program is that all parents and caregivers nurture their children's early literacy skills and all children develop as independent readers and become lifelong learners. RTM is a collaboration among the Commission, public libraries and their community partners to provide early literacy services to Idaho children ages 0 to 8 and their families, with an emphasis on those at risk for low reading skills. There are a variety of program elements so local libraries can choose those that best meet their community needs and available resources. A central strategy is to provide parents and caregivers the information and tools they need to help their young children be ready to learn. Ms. Joslin stated the Commission for Libraries recognizes that preparation for success in a career or college takes place on a continuum that begins with early literacy skills. The Commission has also been working to build a sense of urgency about the number of Idaho children who are not reading at grade level, and how that leads to a large number of students who do not complete high school.

Ms. Joslin introduced Stephanie Bailey-White from the Idaho Commission for Libraries. Ms. Bailey-White shared a summary of the benefits of reading to children early with an overall message that kids who read succeed.

Mr. Edmunds asked what the sources of funding have been for the program. Ms. Bailey-White replied state operating funds support part of the program and the remainder comes from their federal funding sources. Additionally, when available they use private contributions and fundraising. Mr. Lewis asked what the Board can do to help. Ms. Bailey-White responded that raising awareness about reading and how important the early years are for children in setting the stage for future learning would be helpful. Mr. Lewis requested the Idaho Commission for Libraries compile steps the Board could take to drive the initiative. Mr. Westerberg thanked them for their report and work on the matter.

#### 6. Idaho Bureau of Education Services for the Deaf and Blind – Annual Progress Report

Mr. Soltman introduced Brian Darcy, Administrator for Idaho Bureau of Educational Services for the Deaf and the Blind (IBESDB) who provided an update on IBESDB's current activities and progress. The IBESDB, formally known as the Idaho School for the Deaf and Blind, was moved out from under the Boards Governance in 2009. Mr. Darcy reported they provide a continuum of service and placement options for eligible students within the programs offered. Their outreach program provides consultants who go into school districts and supply supplemental services. They also provide infant and toddler programs to assist children with multiple needs and have been tasked with finding innovative learning means. He shared a number of different programs they use to promote innovative learning.

Mr. Darcy touched on their media and library services and shared the number of Braille pages that have been translated and sent throughout the state. He commented there has been an



increase in student enrollment and there is currently a waiting list for the school.

Mr. Darcy reiterated IBESDB is committed to good educational experiences and promoting healthy choices for their students; they feel collaboration is the key to success and highlighted some partnerships such as with Idaho Division of Vocational Rehabilitation, the Commission for the Blind, the Council for the Deaf and Hard of Hearing, Idaho Division of Health and Welfare infant toddler services, the Idaho Department of Labor and the local school districts. He thanked the Board for the opportunity to share this information. Mr. Westerberg thanked Mr. Darcy for his presentation.

#### 7. Idaho Public Charter Commission – Annual Progress Report

Mr. Soltman introduced Commission Director Tamara Baysinger. Ms. Baysinger commented that Idaho Public Charter School Commission (IPCSC) Chairman Alan Reed was ill with the flu and unable to attend today. Ms. Baysinger provided an update on the status of Idaho's public charter schools and the IPCSC's efforts to implement best practices for charter school authorizing. She reminded Board members were provided in their agenda materials with information on public charter school growth, achievement, and funding; new oversight procedures implemented by the IPCSC; and essential authorizing practices identified by the National Association of Charter School Authorizers.

She provided a brief presentation which started with the foundational concept of the charter school which is increased autonomy plus increased accountability which equals high quality public charter schools. Ms. Baysinger showed the list of authorizing practices identified by the National Association of Charter School Authorizers. She shared that Idaho implements five out of the twelve authorizing practices and showed where Idaho is ranked in the nation. She commented Idaho has 43 public charter schools serving approximately 16,000 students. Ms. Baysinger went through each practice and pointed out which ones Idaho received points on.

Ms. Baysinger shared a couple of Adequate Yearly Progress (AYP) comparison charts which showed accelerated learning by charter students. She stated fiscal instability is one of the greatest threats to charter schools. Ms. Baysinger commented that when asked where the charter schools need the most assistance, they responded it would be with their facilities, given such a large portion of funding goes toward facility use costs.

Mr. Edmunds asked if there were any limitations beyond staffing keeping Idaho from implementing all twelve of the authorizing practices. Ms. Baysinger responded that statute would need to change in a number of areas. Mr. Edmunds asked if the AYP results were state or national. Ms. Baysinger responded they are state numbers. Mr. Edmunds asked if the charter schools collaborate with school districts. Ms. Baysinger said there is definitely interest, but the challenge will be finding a way to accomplish it.

There was unresolved discussion between Ms. Atchley and Ms. Baysinger about the proposed legislation and if there would even be a requirement for a public school in a district if the legislation gets approved.

Mr. Terrell commented in appreciation of Ms. Baysinger and her efforts with the Commission.

Dr. Goesling asked if there are efforts where there have been successful charter programs being moved into and adapted by a district. Ms. Baysinger responded in the affirmative that there have been ideas and concepts formed in public charter schools and later implemented in

a district.

#### 8. Plummer-Worley – Lakeside Elementary School Dedication

Mr. Soltman introduced Dr. Mike Rush from the State Board of Education who provided an update on the new Lakeside Elementary School in Plummer. Dr. Rush indicated the Plummer project has been successful. The students started school in their new building on Tuesday, January 17, 2012 and the school was officially dedicated on Friday, January 20, 2012. Dr. Rush and Board member Soltman attended the dedication. Dr. Rush stated that what has been done on the new school building has met or exceeded energy code requirements. Dr. Rush pointed out that the Panel, which was created by the Public School Facilities Cooperative Funding Program, identified and used state implemented best practices including development of education specifications, value engineering, constructability review, and commissioning – all of which improve quality and reduce cost. Dr. Rush indicated there are legislative changes which need to be made to the Public School Facilities Cooperative Funding Program to improve its process that were identified by the Panel during the project.

#### 9. Alcohol Permits

Board member Soltman presented a brief background on this item. A listing of the permits issued for use was presented and included in the agenda materials for Board review.

Mr. Terrell commented the University of Idaho has done a good job in their reporting. He also commented he is still concerned in general with the number of permits issued to institutions.

#### 10. Idaho State University – Faculty Governance

Board member Soltman presented brief remarks on this informational item. In the interest of time, he asked if Board members had any questions about the agenda materials they were provided on the matter. There were no further questions on the matter.

### **DEPARTMENT OF EDUCATION**

Superintendent Luna joined the meeting via teleconference at 10:50 to proceed with the Department of Education's section of the agenda. He turned the Department's portion of the agenda over to Luci Willits for presentation.

#### 1. Superintendent's Update

Superintendent Luna deferred the update until a later date in the interest of time.

#### 2. Elementary Secondary Educations Act (ESEA) Waiver

### **BOARD ACTION**

**M/S (Soltman/Goesling): A motion to approve Idaho's application as corrected for ESEA Flexibility.** The motion carried unanimously. Mr. Westerberg expressed appreciation from the Board for the Department's work on this item.

Ms. Willits offered brief remarks about Idaho's new accountability system and the Elementary and Secondary Act (ESEA) wavier (also known as No Child Left Behind). She stated for the

past ten years, schools have lived under the No Child Left Behind law. Currently, the law is a hindrance to further progress and the Department believes it has outlived this law.

Ms. Willits remarked they are here today to ask for a waiver and propose a new accountability system. She further commented the Department supports the waiver language entirely. The new accountability system is multi-faceted and uses multiple measures. Additionally, this waiver recognizes growth for every child. It is not a pass-fail system like No Child Left Behind.

Ms. Willits commented there were a number of participants in the ESEA Accountability Waiver Application focus group who suggested recommendations in the application materials. Incorporating growth measures along with existing achievement measures provides a more thorough measure of student academic performance. Additionally, the state will have the opportunity to improve the system as needed in the future.

Ms. Willits pointed out a typo on page 88 of the Board materials in the third bullet point. The word "not" should be omitted. Ms. Willits asked for approval to make this change to the waiver. Unanimous consent was granted to make the change to the waiver prior to submitting it to the U.S. Department of Education.

Mr. Terrell asked about the concept of a five star school. Ms. Willits responded that a school can become a five star school based on multiple measures; the rating is not pass-or-fail, it is based on growth measures.

### 3. Weiser School District No. 431 Tuition Waiver Idaho Special Education Manual Update

#### **BOARD ACTION**

**M/S (Goesling/Soltman): To approve the request by Weiser School District No. 431 to waive a portion of the tuition rate charge for each individual student attending Weiser High School from Annex School District in Oregon for the 2011-12, 2012-13, and 2013-14, 2014-15 school years, subject to annual review by the Weiser School District Board of Trustees. The motion carried unanimously.**

There was no discussion.

### 4. Brigham Young University-Idaho – Full Program Review Team Report

#### **BOARD ACTION:**

**M/S (Goesling/Lewis): A motion to accept the State Team Report, thereby granting program approval of ECE/ECSC Blended, Elementary Education, English Language Arts, Foreign Language, Health, Mathematics, Physical Education, Professional Technical Education (Foundation Standards), Agriculture Education, Family and Consumer Science, Science (Foundation Standards), Biology, Earth and Space Science, Physics, Social Studies (Foundation Standards), Economics, Geography, Government/Civics, History, Visual/Performing Arts (Foundation Standards), Drama, Music-NASM Accredited, and Visual Arts at Brigham Young University - Idaho. The motion carried unanimously.**

There was no discussion.

#### **BOARD ACTION:**

**M/S (Goesling/Soltman): To accept the State Team Report, thereby granting conditional approval of the Chemistry program at Brigham Young University-Idaho.** The motion carried unanimously.

There was no discussion.

5. Northwest Nazarene University Superintendents Certification Program Focused Review Team Report

**M/S (Goesling/Atchley): To accept the State Review Team Report, thereby granting program approval at the target level for the Superintendents Certification Program at Northwest Nazarene University.** The motion carried unanimously.

There was no discussion.

6. Idaho Professional Standards Commission 2010-2011 Annual Report

Ms. Willits introduced this informational item and commented the materials related to this item were included in the Board's agenda materials. There was no discussion on the item.

7. Temporary Rule – IDAPA 08.0203.105 – On-line Learning Graduation Requirement

**BOARD ACTION**

**M/S (Goesling/Soltman): To approve the temporary rule for high school graduation requirements IDAPA 08.02.03.007, 08.02.03.008, and 08.02.03.105.** The motion carried unanimously.

Ms. Willits introduced this item and gave a brief background and summary of the on-line learning requirement. The temporary rule is to remove the asynchronous course requirement from the rule.

Ms. Willits commented that previously, during presentation of the Board rule to the House and Senate Education Committee's the Idaho School Boards Association, the Idaho Education Association, and other local district representatives testified against the rule, specifically the asynchronous requirement. The organizations testifying against the rule agreed that if the asynchronous requirement was removed they would be in support of the rule. As a result of this, Superintendent Luna committed to bringing a temporary rule forward to the Board removing the asynchronous course requirement.

8. Request by the Boise School District for a waiver of IDAPA 08.02.03.105.01.d.iv.

**BOARD ACTION**

**M/S (Goesling/Atchley): To approve the request by the Boise School District to waive the two credits of mathematics that are required to be taken in a student's senior year of high school for Student 1.** The motion carried seven-to-one; Mr. Lewis voted nay on the motion.

Mr. Lewis suggested the Board may want to consider other options for students where math or

other subjects have been exhausted for the student.

**M/S (Goesling/Lewis): To deny the request by the Boise School District to waive the two credits of mathematics that are required to be taken in a student's senior year of high school for Student 2.** The motion carried seven-to-one; Mr. Soltman voted nay on the motion.

There was no discussion.

**M/S (Goesling/Atchley): To deny the request by the Boise School District to waive the two credits of mathematics that are required to be taken in a student's senior year of high school for Student 3.** The motion carried seven-to-one; Mr. Soltman voted nay on the motion.

Ms. Willits introduced this item brought forth by the Boise School District. There are three students who would like the graduation requirements waived. The parents of the students were present for questions along with Dean Jones from the Boise School District. If approved, those students would not be required to take math their senior year of high school.

Ms. Willits summarized student one has taken all the math courses available and currently offered by the Boise School District. Student one is an advanced student and is requesting the waiver because the student has exhausted the courses offered by the Boise School District and has completed the math required for their intended major in college. All of the students have excelled in mathematics courses

Ms. Willits summarized students two and three have excelled in mathematics and will have completed eight math credits prior to their junior year, but only four were in high school.

Mr. Westerberg asked if the local school district board has approved the waivers. Ms. Willits asked Mr. Jones to respond. He commented they have not approved nor disapproved the request. Ms. Willits commented the Department recommends waiving the first student's waiver, but recommends students 2 and 3 take an additional year.

Mr. Lewis acknowledged these students were high level students but expressed he was troubled that students were coming before the Board for waivers for these graduation requirements and asked if this had ever occurred before. Ms. Willits responded this was the first time to their knowledge. Mr. Jones commented the District followed the waiver procedure outlined in IDAPA rule. Dr. Rush commented the Board does have policies for alternative graduation requirements. In that case, there are parameters set out by the Board in which the school district sets out their own form of waivers and creates an alternative graduation path for students.

Mr. Lewis asked if those alternate paths were related to AYP. Ms. Willits responded that it is in regard to passing the ISAT because there is an alternate route for passing the ISAT.

Mr. Lewis was concerned about the Board being an arbiter for individual cases. He requested Board members consider additional thought on the matter going forward. Mr. Lewis felt something should be made in policy soon to address these types of graduation requirement issues.

Mr. Edmunds asked about a mechanism for changing waivers or changing policy. Mr. Westerberg recommended suggestions from IRSA be brought to the Board. Ms. Willits agreed

the discussion should be within IRSA. She asked for action on at least the one student who has no other options for math this year.

Superintendent Luna was excused for the remainder of the meeting.

## **ATHLETICS**

### 1. Intercollegiate Athletics – Financial Reports

## **BOARD ACTION**

**M/S (Atchley/Soltman): To accept the Intercollegiate Athletic Reports for Boise State University, Idaho State University, University of Idaho and Lewis-Clark State College, as presented.** The motion carried unanimously. Board member Luna was absent from voting.

Ms. Atchley introduced this information item and stated the Athletics Reports were presented to the Board members in their agenda materials with no changes. Ms. Atchley noted all athletic revenue and expenditures are in the black for this fiscal year, which is good news for the institutions. Additionally, Ms. Atchley noted the Athletic Committee will be using these reports during their discussion on caps for athletic programs in general which will be presented as a policy change at the next meeting.

### 2. Intercollegiate Athletics Department – Employee Compensation Report

Board member Atchley introduced this item for informational purposes and commented the Employee Compensation Reports were provided in the agenda materials to Board members.

Dr. Goesling asked about the quality of the meetings the Athletic Committee had with presidents. Ms. Atchley said they were pleased with the responses of presidents to the meetings and the questions presented. There was no further discussion.

## **BUSINESS AFFAIRS AND HUMAN RESOURCES**

### **Section I – Human Resources**

#### 1. Amendment to Board Policy – Section II.G.1.b. – Second Reading

**M/S (Terrell/Atchley): To approve the second reading of the amendments to Board Policy II.G.1.b., as presented.** The motion carried unanimously. Board member Luna was absent from voting.

Mr. Terrell introduced the item and commented is the second reading to allow institutional authority to offer multi-year contracts for non-tenure track faculty.

Mr. Soltman pointed out there was a change between the first and second reading.

Mr. Westerberg asked about the opportunity to do three year contracts by non-tenured staff. He asked if the Board approves this policy, what will change in practice and how many multi-year contracts will this impact.

Provost Baker said if approved, those contracts will be monitored closely and multi-year

contracts would be used sparingly, typically in professional areas. He indicated the contracts have contingencies as well that if a faculty member is not working out they may be dismissed before the three years are up.

Mr. Terrell commented in lieu of single year contracts, some faculty are looking for more stability in longer term contracts. Mr. Westerberg offered his comments about three year contracts, expressing concern they may be adverse to the institution.

#### 2. Amendment to Board Policy – Section II.I.4. – First Reading

**M/S (Terrell/Soltman): To approve the first reading of the amendment to Board Policy II.I., as presented.** Mr. Lewis voted nay; Board member Luna was absent from voting. The motion carried 6-to-1.

Mr. Terrell introduced the item commenting that this policy clarifies the power and delegation to the institution presidents to manage their workforce and aligns policy with current practice.

Mr. Lewis asked if the notification portion was at issue with this policy. Mr. Freeman clarified it was and the proposed change would give the president's power to designate alternative holidays and eliminate the reporting process. Mr. Lewis asked if they feel it is not necessary to bring the reporting before the Board. Mr. Freeman commented that is correct.

### **BUSINESS AFFAIRS AND HUMAN RESOURCES**

#### **Section II – Finance**

#### 1. Amendment to Board Policy – Sections V.B., D., & V. – Second Reading

#### **BOARD ACTION**

**M/S (Terrell/Soltman): To approve the second reading of the amendments to Board Policy V. B., D., and V., as presented.** The motion carried unanimously. Board member Luna was absent from voting.

Board member Terrell introduced this item and indicated it was the second reading for these sections. There was no discussion.

#### 2. Amendment to Board Policy – Section V.C. – Second Reading

#### **BOARD ACTION**

**M/S (Terrell/Goesling): To approve the second reading of proposed amendments to Board Policy Section V.C., as presented in attachment 1.** The motion carried unanimously. Board member Luna was absent from voting.

Board member Terrell introduced this item as a second reading of Board policy Section V.C. which currently places limitations on institution and agency spending authority, irrespective of legislative spending authority. There were no changes from the first reading and staff recommends approval. There was no discussion.

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

**BOARD ACTION**

**M/S (Terrell/Soltman): To approve the second reading of proposed amendments to Board Policy Section V.N., as presented in attachment 1.** The motion carried unanimously. Board member Luna was absent from voting.

Board member Terrell introduced this item as a second reading of Board policy V.N. He commented that staff concurs with all suggested changes from the University of Idaho except applying the 20% indirect rate between the Board office (or agencies governed by the Board) and an institution. Staff also revised reporting dates in paragraph 2 and 3.b.(2) from June to August. Staff recommends approval of the policy revisions as submitted.

Mr. Lewis asked for staff to comment on the indirect rate and any concerns. Mr. Freeman responded that historically the Board office has not paid an indirect rate for funds that flow through the office. The Board allocates those funds out and the institutions have not collected an indirect rate from those funds. Mr. Freeman commented in the process of updating and clarifying the Board policy, what they included in the policy is a clear statement that there is no indirect cost recovery for funds that flow through the office of the Board of Education or agencies governed thereby. Dr. Rush clarified there is no change in what the Board is doing presently, they are essentially aligning policy.

Dr. Goesling asked the University of Idaho for their response. Ron Smith from the University commented they are supportive of the language. Mr. Freeman pointed out a correction in the second reading which should read "Paragraph 3.a.1.i" instead of 3.a.1.

**4. Amendment to Board Policy – Section V.R. – Second Reading****BOARD ACTION**

**President Westerberg requested unanimous consent to return this item to BAHHR. There were no objections.** Board member Luna was absent from voting.

Mr. Terrell introduced this item and commented the Board approved the first reading to amend Board policy on Professional Fees and Self-support Fees. Several institutions expressed concern about first reading changes to the Professional Fee policy. Staff re-wrote the paragraph in an attempt to distinguish professional degree programs from academic degrees. Mr. Terrell asked staff to provide a summary of those changes.

Mr. Freeman pointed out changes between first and second reading which were also provided to Board members in their agenda materials. Mr. Freeman walked the Board members through the changes and commented staff tried to clarify the academic definition. The proposed revisions help distinguish professional fee programs from self-support fee programs, and establish a clear process for program approval.

Mr. Lewis felt this was a significant change since first reading and expressed concern about the changes in the second reading. Mr. Lewis felt it was a substantial change in direction, and the changes affect the intent of the policy.

Mr. Westerberg agreed with Mr. Lewis' comments in that it changes the initial intent of what the policy was. Mr. Terrell recommended taking this item back for revision and returning it for a first



reading, after looking at the changes in entirety.

Mr. Westerberg offered an additional comment that the initial direction was to clarify, and he feels the new revisions broadened the policy. Mr. Terrell asked if there was any instruction from the Board on where this policy should go. Mr. Westerberg reiterated the intent is to clarify the policy. Mr. Lewis felt they were closer in the first reading than the second reading on where the policy should go.

At this time during the meeting, President Westerberg excused the members for lunch. Upon returning to the agenda after lunch, Ms. Atchley was excused from the meeting at 1:00 pm.

#### 5. Boise State University – Park & Ride Lot Purchase

#### **BOARD ACTION**

**M/S (Terrell/Goesling): To approve the request by Boise State University to purchase two parcels of real property totaling 2.31 acres (parcels R2320000190 and R2320000200) in connection with the development of a community park and ride parking lot and bus storage facility for an amount not to exceed \$1,410,000, and to authorize the University's Vice President for Finance and Administration to execute all necessary documents on behalf of the Idaho State Board of Education.** The motion carried unanimously. Board members Luna and Atchley were absent from voting.

Mr. Terrell introduced this item. He commented the University will commit \$274,152 to the project to be combined with federal grant funds of \$1,944,879 for a total project budget of \$2,219,031.

Mr. Terrell summarized this is a request by BSU for approval for the purchase of real property. The intended use of the property is for an off-campus community park and ride parking lot. The appraised value for both parcels is \$1.41M. The 2011 assessed value is \$541,700 for parcel R232000190 and \$399,100 for parcel R2320000200; down from \$637,300 and \$469,600, respectively, from last year when BSU identified the properties.

**At this time, President Westerberg requested unanimous consent to move to item 7 on the agenda and then return to item 6 after 2:00 pm.**

#### 6. Boise State University – Authorization for Issuance of General Revenue Refunding Bonds

#### **BOARD ACTION**

**M/S (Soltman/Edmunds): To approve the finding that the Bronco Stadium Expansion Phase I is economically feasible and necessary for the proper operation of the University and to approve a Supplemental Resolution for the Series 2012A Bonds, the title of which is as follows: A SUPPLEMENTAL RESOLUTION of the Board of Trustees of Boise State University authorizing the issuance and sale of (i) General Revenue Bonds, Series 2012A, in the principal amount of up to \$33,330,000; authorizing the execution and delivery of a Bond Purchase Agreement and providing for other matters relating to the authorization, issuance, sale and payment of the Series 2012A Bonds, and to direct Board staff to provide written notification of final Board approval to the Joint Finance-Appropriations Committee within ten business days.**

**Roll call vote was taken and the motion carried unanimously.** Mr. Terrell abstained from voting. Board members Luna and Atchley were absent from voting.

At this time Board Member Terrell excused himself from discussion and voting on this agenda item. Mr. Terrell turned the item over to Mr. Soltman for discussion. Mr. Soltman introduced Stacy Pearson from BSU for comment and overview. Ms. Pearson thanked the Board members for their patience today in waiting for presentation of this item. She introduced JoEllen Dinucci, BSU's Associate Vice President of Finance and Administration, and Richard King, underwriter from Barclay's Capital. Ms. Pearson stated they are here today for the final approval for the financing of the Football Complex the Board approved in December. Ms. Pearson added that they will have the opportunity to refund some outstanding debt as well.

Ms. Pearson stated the project is still budgeted for \$22 million in total costs, with private gifts and pledges totaling \$4.5 million and bond proceeds from new debt totaling \$17.5 million. Ms. Pearson clarified the \$4.5 million is the cash available now and the \$17.5 million is the amount they are borrowing to complete the project. Additionally, there is another \$7.8 million in pledges coming to maturity between 2013 and 2016 that will be able to make the debt payments on the bonds through 2019. Ms. Pearson commented fundraising will continue on the project. The Athletics Department will continue to make the payments on the bonds. Ms. Pearson discussed briefly how the debt services will be paid and other materials provided to Board members in the packet from Boise State University. Ms. Pearson asked if there were any questions.

Mr. Lewis asked how much of the bond amount was dedicated to refunding and how much would be dedicated to the Athletic Complex. She responded the details of the information was contained in the packet materials and the refunding principle is \$16,815,000, so the savings to the university of \$1.3 million.

Dr. Goesling asked what the other academic or building fees would be over the next ten or twenty years. Ms. Pearson responded they are looking at a science and engineering building and the remaining debt capacity will stay around 8%; the debt would stay around the 6% to 6.5% range.

Ms. Pearson asked Ms. Dinucci to walk through the packet Board members received. Ms. Dinucci provided an overview of the materials which contained replacement pages; a bond sizing analysis showing final amounts, interest rates and maturities on the bonds; final supplemental bond resolution showing rates and maturities of the bond; and a new Appendix A (schedule I) to Bond Purchase agreement showing rates and maturities.

Mr. Edmunds queried generally speaking not exclusive of this item, if the 8% level of indebtedness is still appropriate and requested BAHF walk the Board through how the calculation was made.

Mr. Lewis asked if they were extending the term of the existing bond. Ms. Pearson responded they would not extend the term and would rather pay it off sooner.

#### 7. Lewis-Clark State College – Fine Arts Building Remodel, Planning & Design

### **BOARD ACTION**

**M/S (Terrell/Soltman): To approve the continuation of the Lewis-Clark State College Fine Arts Building remodel (“design-bid-build”) project into the detailed planning and design**

phase, as recommended by the Division of Public Works and the Permanent Building Fund Advisory Council, with an estimated design budget of \$200,000 which has been sourced from the Idaho Permanent Building Fund. The motion carried unanimously. Board members Luna and Atchley were absent from voting.

Mr. Terrell introduced the item commenting this project, for which Permanent Building Fund Advisory Council (PBFAC) funding has already been approved, is on track and ready to proceed into planning and design. Completion of the project will restore usability and efficiency to this once-elegant facility. Staff toured the Fine Arts Building with the PBFAC last September. The older section of the building is functionally obsolete in its current condition. Staff recommends approval.

#### 8. Lewis-Clark State College – Refinance Current Student Fee Refunding Revenue Bond

##### **BOARD ACTION**

**M/S (Terrell/Goesling): To approve the request by Lewis-Clark State College to refinance the current revenue bond financing for the Student Union Building and related facilities through a new five or six year note from Wells Fargo Bank, N.A. for a total of \$3,000,000 at an interest rate not to exceed four (4) percent (secured by student fees) by signing a Board Authorizing Resolution and Board Office Certification in substantial conformance with Attachment 1 as presented; and to authorize the college's Vice President for Finance & Administration to execute any necessary documents on behalf of the Board of Trustees.** The motion carried unanimously. Board members Luna and Atchley were absent from voting.

Mr. Terrell introduced the item while Mr. Freeman provided a handout to the Board. Mr. Terrell turned the time over to Chet Herbst from LCSC for a summary. Mr. Herbst summarized that Lewis-Clark State College has identified an opportunity to take advantage of historically low interest rates by refinancing the balance of its current revenue bonds. The college stands to reduce both the debt principal and interest through this refinancing.

#### 9. Eastern Idaho Technical College – City of Idaho Falls, Public Right-of-Way and Easement

##### **BOARD ACTION**

**M/S (Terrell/Soltman): To approve the request by Eastern Idaho Technical College to grant the City of Idaho Falls a public right of way of 0.25 acres and permanent easement of 0.18 acres in substantial conformance with the documents submitted to the Board as Attachments 1 and 2, to authorize the College's Vice President for Finance and Administration to execute all necessary related documents, subject to prior review by Board counsel.** The motion carried unanimously. Board members Luna and Atchley were absent from voting.

Mr. Terrell introduced the item and commented this is a request by EITC for the approval of a right of way and permanent easement to the City of Idaho Falls. This is a friendly and mutually beneficial agreement to help ease traffic congestion on a major arterial roadway fronting the campus. Staff recommends approval.

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

College and Institutions Mission Statements

The work session discussion for this item occurred on Wednesday, February 15, 2012. Board member Edmunds confirmed that the Board members had all received and reviewed the revisions to the Mission Statements before considering the motions before them today.

**BOARD ACTION**

**M/S (Edmunds/Soltman): To approve Boise State University's Mission Statement and Core Themes as amended.** The motion carried unanimously. Board members Luna and Atchley were absent from voting.

There was no discussion.

**M/S (Edmunds/Soltman): To approve Idaho State University's Mission Statement and Core Themes as amended.** The motion carried unanimously. Board members Luna and Atchley were absent from voting.

There was no discussion.

**M/S (Edmunds/Soltman): To approve the University of Idaho's Mission Statement and Core Themes as amended.** The motion carried unanimously. Board members Luna and Atchley were absent from voting.

President Nellis requested to go on record as strongly opposing removal of the word "flagship" from their Mission Statement. He stated the recognition of the University of Idaho as a flagship university has a 123 year history and the institution is a part of the fabric of Idaho as a land grant institution. He further commented the term reflects the institution's leading public research university status based on national criteria through the National Science Foundation. Additionally, President Nellis felt it would reflect negatively on the continued success of the university. President Nellis opposes the change to the University of Idaho's Mission Statement.

Board Member Edmunds responded that the Board has received significant input from faculty and students, and are not trying to take away from the university. He commented the Board recognizes and values what the University of Idaho does for the state. Mr. Edmunds said he felt it was a matter of interpretation on the use of the word "flagship."

Mr. Lewis pointed out after the motion that "flagship" is actually a new word used in the Mission Statement. In looking at the Mission Statement over the last five-six years, the word has not been in the Mission Statement. Mr. Lewis further expressed that he hoped people would not interpret this as the Board taking something away from the institution and he felt the change is consistent with what the Mission Statement has been.

**M/S (Edmunds/Soltman): To approve Lewis-Clark State College's Mission Statement and Core Themes as amended.** The motion carried unanimously. Board members Luna and Atchley were absent from voting.

There was no discussion.

**M/S (Edmunds/Goesling): To approve Eastern Idaho Technical College Mission Statement and Core Themes as submitted.** The motion carried unanimously. Board

members Luna and Atchley were absent from voting.

There was no discussion

1. Idaho WWAMI Admissions Committee

**BOARD ACTION**

**M/S (Edmunds/Terrell): To approve the appointment of Dr. Rodde Cox and Dr. Kelly Anderson as Idaho members of the WWAMI Admissions Committee for a term of three years commencing July 1, 2012.** The motion carried unanimously. Board members Luna and Atchley were absent from voting.

Mr. Edmunds introduced the item and also introduced Dr. Mary Barinaga, the Assistant Regional Dean for the Idaho WWAMI program, who offered comments on the recommendations for the Idaho WWAMI Admissions Committee.

The Idaho WWAMI Admissions Committee consists of four physicians from Idaho who interview Idaho students interested in attending the University of Washington School of medicine. The members of the Idaho WWAMI Admissions Committee serve three-year terms which are renewable once for an additional three years. The Committee has forwarded their recommendation to appoint Dr. Rodde Cox of Boise and Dr. Kelly Anderson of Idaho Falls to the University of Washington School of Medicine Committee on Admissions. A total of 80 Idaho students receive medical education through the WWAMI program each year. Staff recommends approval.

2. Boise State University – Proposed Changes to Existing Masters of Business Administration Program

**BOARD ACTION**

**M/S (Edmunds/Soltman): To approve the request by Boise State University to create two new tracks in their existing Master of Business Administration program.** The motion carried unanimously. Board members Luna and Atchley were absent from voting.

Mr. Edmunds introduced the item. Mr. Lewis requested further discussion on the item. Dr. Schimpf from BSU provided an overview of the program and also introduced Dr. Kirk Smith, Associate Dean of the College of Business and Economics, to participate in the discussion.

Dr. Schimpf commented that demand for the MBS program has driven this request. He further summarized both programs, which will result in two tracks that will better serve the needs of the community. The daytime track will be designed for full-time students who enter without an undergraduate business degree. The evening track will be designed for part-time students who are currently working and may or may not already have an undergraduate business degree. The proposed change better fits the different student populations that need to be served. The daytime, full-time program fits those individuals with very limited work experience and who are trying to get their careers started. The evening, part-time program fits those with work experience who are trying to create career options while they work full-time. Approval of the proposed changes will allow BSU to provide greater flexibility and more options for students.

Mr. Lewis asked if they are two separate programs. Dr. Smith clarified they are not separate

programs, just offerings at different times during the day.

3. University of Idaho – Approval of Notice of Intent - Bifurcation of existing Master of Science and Master of Education in Counseling and Human Services

**BOARD ACTION**

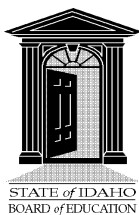
**M/S (Edmunds/Soltman): To approve the request by the University of Idaho to restructure the existing master degree program into two majors of study, 1) Rehabilitation Counseling and Human Services; and 2) School Counseling.** The motion carried unanimously. Board members Luna and Atchley were absent from voting.

Mr. Edmunds introduced the item. Mr. Lewis felt it was important to point out how the program would be split, commenting the school counseling portion would continue to be provided in Coeur d'Alene and Moscow, and the rehabilitation counseling would be provided in Coeur d'Alene and Boise. Mr. Lewis pointed out a number of other questions that he felt were important to consider, but which he felt were satisfied in the Board materials. Mr. Lewis indicated he felt the request implicates Board policy III.Z., and wanted Board members to be aware of that. Mr. Lewis did not receive any feedback to his comments but wanted to point out to Board members that certain issues were at play with this item. President Westerberg asked for comments from other Board members and if they had any concerns. There was no further discussion on this item.

**OTHER BUSINESS**

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

**M/S (Westerberg/Edmunds): To adjourn the meeting at 2:05 p.m.** The 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  
March 9, 2012  
Special Board Meeting  
Boise, ID**

A special meeting of the State Board of Education was held March 9, 2012. It originated at the Office of the State Board of Education, in the Len B. Jordan building, 650 W. State Street, 3<sup>rd</sup> Floor in Boise, Idaho. Board President Richard Westerberg presided and called the meeting to order at 2:35 p.m. A roll call of members was taken for the meeting.

**Present:**

Richard Westerberg, President  
Ken Edmunds, Vice President  
Don Soltman, Secretary  
Milford Terrell

Emma Atchley  
Bill Goesling  
Rod Lewis

**Absent:**

Tom Luna

**BUSINESS AFFAIRS & HUMAN RESOURCES**

**1. Athletic Committee - Youth Athletes Concussion Guidelines Legislation**

Mr. Terrell introduced the item. He commented there was an Athletic Committee meeting yesterday and asked the chair of the committee, Ms. Atchley, to comment on the item being considered at today's meeting. Mr. Terrell also introduced Matt Kaiserman, McKinsey Miller and Lyn Darrington from Gallatin Public Affairs who were in attendance. Mr. Kaiserman was invited to offer comments at this special meeting regarding concussion legislation and provide some background on the matter.

Ms. Atchley led the discussion and commented the legislation has received a lot of public attention lately. She indicated the intention of today's special Board meeting is to make a motion on the proposed legislation. She invited Mr. Kaiserman to walk the Board members through the various sections of the proposed legislation.

Mr. Kaiserman walked the members section by section through the proposed legislation. He summarized in Section 1, it provides the State Board of Education and the Idaho High School

Activities Association (IHSA) shall provide a link on their internet web sites to guidelines and educational materials from the Centers for Disease Control and Prevention (CDC).

In section 2, the guidelines were applied to middle schools and they defined who a youth athlete is.

In section 3, it states at the beginning of each sports season, all parents and athletes shall be provided educational materials on concussion awareness and the potential risks of continuing to play with a concussion. Mr. Kaiserman indicated those educational materials are free on-line at the CDC and at KnowConcussion.org. It will be up to the school to decide how they would like to implement delivering the information (i.e., parent meeting, flyers, etc). Also in section 3, at the request of John Billetz at the IHSA, it provides for the biannual training of coaches, referees and athletic trainers on concussion awareness and risks. Mr. Kaiserman indicated the IHSA is fully in support of this proposed legislation.

In section 4, the bill indicates while during practice, a game or competition, if an athlete is suspected of having a concussion, they will be removed from play. Additionally in section 4, they asked that each school provide a protocol consistent with CDC guidelines for removing youth athletes from play.

In section 5, once the athlete is removed from play, the athlete shall be seen by an appropriate healthcare provider trained in concussion treatment. Mr. Kaiserman indicated there is nothing in the language that mandates the school or the State Board of Education has any responsibility in supplying schools with these medical providers; they are simply asking that once a youth athlete is removed from play that they are referred on to a medical provider to receive clearance. Mr. Kaiserman clarified who qualifies as an appropriate health care provider is a physician, a physician's assistant, an advanced practice nurse practitioner and any other health care professional trained in the evaluation and management of concussions who is supervised by a directing physician. This would include athletic trainers and some physical therapists.

Section 6 states that as long as a school has a protocol in place and it is consistent with CDC guidelines, any individual acting in accordance with the protocols established are free from liability.

In section 7, any youth sport organization has the option of opting in, and as long as they are consistent with this section of code and the CDC guidelines and act within those protocols they can take part in the limited liability of section 6.

Mr. Terrell pointed out the schools, districts, and State Board are not responsible; that it is up to the local jurisdictions as much as possible to take care of these issues. Mr. Terrell pointed out this proposed legislation is an outline of what the districts can do and identifies the responsibility of the people on the field to educate the student.

President Westerberg asked if there are any questions from other Board members. Mr. Edmunds indicated the Idaho Youth Soccer Association endorses this legislation and that it helps them reduce their liability when they are in compliance. Mr. Lewis asked to confirm with State Board legal counsel that the liability associated with this statute would be civil not criminal. Mr. Jeff Schrader, legal counsel for the State Board, commented he did not see anything in the bill that would impose criminal liability on the Board or on any entity. He confirmed it would be civil liability only, to the extent there was any liability at all. Ms. Atchley indicated the Athletic Committee has discussed the subject at length and supports the legislation.

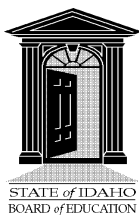


**M/S (Terrell/Atchley): To support House Bill 632, relating to youth athletes and concussions. This legislation would require the State Board of Education and the Idaho High School Activities Association to provide access to guidelines for middle schools, junior high schools and high schools to follow in developing a concussion protocol for removing young athletes from play who are suspected of sustaining a concussion by exhibiting outward signs or symptoms consistent with the injury. The motion carried unanimously.**

**OTHER BUSINESS**

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

**M/S (Westerberg/Terrell): To adjourn at 2:50 p.m. The 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  
March 23, 2012  
Special Board Meeting  
Boise, ID**

A special meeting of the State Board of Education was held March 23, 2012. It originated at the Office of the State Board of Education, in the Len B. Jordan building, 650 W. State Street, 3<sup>rd</sup> Floor in Boise, Idaho. Board President Richard Westerberg presided and called the meeting to order at 9:00 a.m. A roll call of members was taken for the meeting.

**Present:**

Richard Westerberg, President  
Ken Edmunds, Vice President  
Don Soltman, Secretary

Emma Atchley  
Bill Goesling  
Rod Lewis

Milford Terrell joined the meeting at approximately 9:10 a.m.

**Absent:**

Tom Luna

**INSTRUCTION, RESEARCH & STUDENT AFFAIRS**

1. IGEM Program Guidelines

**BOARD ACTION**

**M/S (Atchley/Goesling) To approve the guidelines for the Higher Education Research Council IGEM program awards as submitted.** A roll call vote was taken and the motion carried unanimously.

Ken Edmunds introduced the item and summarized this item is regarding the Governor's Idaho Global Entrepreneurial Mission (IGEM) initiative and establishes the guidelines that will be followed by the Boards Higher Education Research Council (HERC) to use the appropriated \$2M.

Dr. Goesling questioned if a 30-day timeline would be better rather than a specific date as identified on Tab 1, page 6 of the Board materials. Mr. Edmunds responded that the schedule

was compressed to assist the universities, who did agree to the timeline and that the universities believe the schedule is adequate. Ms. Bent indicated HERC met on Tuesday and discussed the timeline, and all three Vice Presidents of Research (VPRs) did agree to it, though ISU did indicate they were concerned with the tight timeline.

Dr. Goesling responded that BSU and ISU are on spring break next week and was concerned about them being at a disadvantage by that being a non-working week. Ms. Bent responded that BSU and ISU are in fact on spring break next week, but the timeline still gives them the 30 days that are customary with programs. Dr. Goesling responded after hearing these comments that he felt comfortable with the timeline.

Ms. Atchley questioned the section where it talks about the limits of the amounts not to exceed \$700,000, stating it is not clear if it is \$700,000 over a single year or over a three-year period. Ms. Bent responded it is \$700,000 per year and the language will be clarified in the RFP.

Mr. Lewis asked for clarification if the grant was a \$2M per year grant. Mr. Edmunds responded in the affirmative that the total sum of the funding is \$2M per year.

### **PLANNING, POLICY & GOVERNMENTAL AFFAIRS (PPGA)**

1. HB 559 – Economic Estimates Commission, Excess Revenues, Tax Reduction

### **BOARD ACTION**

**M/S (Soltman/Goesling) To oppose House Bill 559 and to authorize staff to testify in opposition to the bill.** The motion carried 5-1. Mr. Terrell voted nay, Mr. Lewis abstained).

Mr. Soltman introduced the item and indicated HB 559 did pass the House vote on Monday. He asked Mr. Freeman for an explanation on this item. Mr. Freeman commented that this legislation was brought forward by Representative Moyle to amend a current expenditure limitation law. He summarized the current law reads the Legislature cannot appropriate ongoing General Funds in excess of five and one-third percent (5 1/3%) of the total personal income of the state for the following fiscal year. The 5 1/3% has been adjusted over the years since 1980 so that it now currently stands at 6.61%. H559 would return the expenditure limit back to its original limit of 5.33% and provide that any revenue in excess of the expenditure limit would be used in a number of specified areas. Those areas include a statutory transfer to the Budget Stabilization Fund; if the remaining excess revenue is greater than or equal to \$20M, it would go toward personal property tax relief. If both of those areas had been satisfied, any remaining excess would be used to incrementally reduce the top marginal rate of personal income tax to the level of corporate income and franchise taxes.

Mr. Freeman further commented that if H559 had been in effect for FY 2013, it would have reduced the State's total General Fund appropriation by \$108,510,300, for a net increase of only \$3.8M for any growth in state government. Similarly, in FY 2012 the Legislature would have had to cut \$91,854,300 from the total General Fund appropriation. Mr. Freeman commented that in working with the Governor's office and Legislative Services in trying to arrive at estimates for the out-years, it was determined that this bill is very complicated in terms of when the expenditure limitation hits and when the tax relief hits. Summarily, it would have a fiscal impact on the availability of revenue for any growth in appropriations. Additionally, Mr. Freeman added that as we have seen over the past three or four fiscal years, higher education has taken about a 26% cut and this bill could certainly impact funding for higher education.

Mr. Terrell was concerned about the impact this bill may have on higher education dollars, stating those monies are already considerably short. Mr. Soltman responded in agreement with Mr. Terrell's concerns that this bill does have the potential to adversely affect higher education funding. Mr. Terrell quoted from the bill, "If income tax rates are reduced due to excess revenues above the expenditure limitation, general fund revenue will be affected once the rates are reduced, but no sooner than the second half of fiscal year 2015 and thereafter." He followed by stating that his feeling is the impact on Idaho's institutions is already too great. Mr. Terrell questioned if this was something the Board needs to debate or if they are just supposed to accept it.

Mr. Freeman responded that the House passed the bill with a fairly high margin. At this time staff does not know if the bill will have a hearing in the Senate Local Government Tax Committee or not. He stated staff has heard from the Chairman of the Committee that it would certainly be helpful for the Board to take a position on this legislation.

Mr. Edmunds questioned how the bill got this far and why the Board was just now hearing about it. Mr. Freeman responded the bill was introduced during the middle of the legislative session and because of its complexity it took a while for the Governor's office and Legislative Services to analyze it. Additionally, the Governmental Affairs Directors from the institutions have been analyzing the fiscal impact of the bill this week. He also commented the bill uses concepts and terms unique to the Federal government, which has taken a lot of work to figure out what will happen if this bill passes.

Dr. Rush from the Board office added that as an additional complexity it also subtracts income out of the total amount for which it applies the percentage. Essentially, it takes a good deal of Federal income, including Social Security payments, out of the calculation so the percentage is applied to a smaller number which is why the impact is greater than under previous pieces of legislation. Dr. Rush said in direct response to Mr. Edmunds that the Board office became aware of this bill on Monday and has been working very hard to get information together for Board members.

Mr. Terrell asked where the three universities stand on the bill. Mr. Freeman responded the Governmental Affairs Directors are strongly opposed to the bill. They are not lobbying until the Board takes a position.

Mr. Lewis asked if it is wise for the Board to step into this issue. He commented his understanding is this bill will likely not move forward in the Senate. He further commented he understands why the institutions are concerned about it. Mr. Lewis expressed concern about the Board stepping into an issue regarding whether or not there should be caps on government spending in the state. Mr. Lewis felt it is a higher level issue and cautioned the Board about its intervention right now.

Mr. Soltman said the current cap is 6.61% and this would in effect keep the cap at that rate and not reduce it back to the 5.13%. Mr. Freeman responded that was correct. Mr. Goesling said if the Board can establish a position on this bill, by taking a stand the Board can help identify what the impact would be on higher education.

Mr. Lewis continued to express concern about the Board taking a vote on this motion and suggested this is not a motion the Board should take up. Mr. Westerberg suggested the Board is taking a position in opposition of this bill because of its complexity and the fact that it has not

been fully explored yet, and the Board and Staff do not understand the full effect of the bill. There was further exchange between Mr. Lewis and Mr. Westerberg regarding this bill. Mr. Lewis said he would be amenable to support the motion if it was in the spirit of lack of understanding about the bill, but not if the motion is in opposition to the bill.

There was discussion between Mr. Terrell, Mr. Lewis and Mr. Westerberg about offering a substitute motion to defer voting on today's motion until there was sufficient time to explore the bill. Mr. Westerberg responded that he felt the motion before the Board today is appropriate and the Board would be voting in opposition of it because they are in fact not really sure of its impact on higher education funding.

Ms. Atchley felt that the approach taken with this bill is somewhat in opposition to the Governor's desire to increase GDP in the state. Ms. Atchley commented if the Board believes this bill will have a negative impact on our institutions then it would be wise to vote against it. Ms. Atchley said the Board is not opposing any cap, just reducing the cap that currently exists. Mr. Soltman echoed the comments of Ms. Atchley.

### **OTHER BUSINESS**

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

**M/S (Terrell/Soltman): To adjourn at 9:44 a.m. The motion carried unanimously.**

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**BUSINESS AFFAIRS AND HUMAN RESOURCES**  
**APRIL 18, 2012**

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<b>TAB</b>	<b>DESCRIPTION</b>	<b>ACTION</b>
<b>1</b>	<b>FY 2013 ATHLETIC LIMITS</b>	Motion to approve
<b>2</b>	<b>FY 2013 DUAL CREDIT FEES</b>	Motion to approve
<b>OVERVIEW – STUDENT TUITION &amp; FEE RATES (ACADEMIC YEAR 2012-1013)</b>		
<b>3</b>	<ul style="list-style-type: none"><li>a. Lewis-Clark State College</li><li>b. University of Idaho</li><li>c. Boise State University</li><li>d. Idaho State University</li><li>e. Eastern Idaho Technical College</li></ul>	Motion to approve

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**BUSINESS AFFAIRS AND HUMAN RESOURCES**  
**APRIL 18, 2012**

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**SUBJECT**

FY 2013 Athletics Limits

**REFERENCE**

December 2011

Board returned limits and policy revision to BAHR Committee with input from Athletics Committee

**APPLICABLE STATUTES, RULE OR POLICY**

Idaho State Board of Education Governing Policies & Procedures, Section III.T.

**BACKGROUND/DISCUSSION**

The Athletics Committee previously 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 Funds.

The Athletics Committee recommended and the BAHR Committee concurred with limits for the FY 2013 athletics budgets for both general and institutional funds as shown in Attachment 2, page 5. A brief history of Board minutes regarding athletics limits is provided in Attachment 3, page 6. Attachment 4, page 7, shows the cost of new sports from 1998 when the Board started to allow the limits for each institution to be raised by the amounts annually approved and budgeted for implementation of institutional gender equity plans.

**IMPACT**

**General Funds Limit**

The recommended FY 2013 General Funds limit shown in Attachment 2, lines 28-31, are derived by applying the rate of change of the FY 2013 General Fund appropriation to the combined limits for General Funds and gender equity in FY 2012. This rate of change is 9.47% as shown on line 9 under the "JFAC Action FY13" column. Lines 24-32 in Attachment 2 show how the 9.47% increase is allocated between the General Funds limit and the limit on gender equity. Basing the calculation on the total limit (General Funds and gender equity) would provide institutions additional funds and flexibility for their athletics budgets. For example, an institution could accrue these additional funds over several years to help start up a new sport or fund a facility renovation.

Each institution will bring their gender equity plans to the Board in June. At that time the institutions could ask the Board for additional funding to add a new sport or to address other compliance issues.

The institutions have pointed out several issues that this General Fund limits calculation may have on the overall athletics budgets.

**BUSINESS AFFAIRS AND HUMAN RESOURCES**  
**APRIL 18, 2012**

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1. Change in Employee Compensation (CEC): Mathematically, an appropriated 1% CEC would actually generate less than a 1% increase in the General Fund limit even though athletics would need to pay the full 1% CEC to its employees.
2. Scholarships: an increase in tuition and fees could require athletics to increase their expenditures back to the institution without an increase in General Funds. This differential would vary by institutions, but staff estimates for one university a 1% increase in full-time fees would generate approximately \$32,000 in unfunded scholarship expense. This shortfall would have to be covered by increased program revenue or institutional funds.

**Institutional Funds Limit**

The Athletics Committee conducted interviews with each of the presidents in January to discuss athletics funding, programs and conferences. One consistent theme that the presidents expressed was a desire for more discretion over use of institutional funds. Subsequent to the interviews the committee asked staff to run several different institutional fund limit scenarios. The committee discussed these scenarios at length, but ultimately recommended the institutional fund limits as shown in Attachment 2, lines 14-21. These limits are calculated using the current method of tying the adjustment to the rate of change to the overall total appropriation including General Funds, endowment funds, and student fees.

**ATTACHMENTS**

Attachment 1 – Current Board policy on athletics limits	Page 3
Attachment 2 – FY 2013 Athletics Limits	Page 5
Attachment 3 – History of Board minutes related to athletics limits	Page 6
Attachment 4 – History of gender equity funding	Page 7

**STAFF COMMENTS AND RECOMMENDATIONS**

The Committees recommend using the annual General Fund appropriation for the purpose of calculating the limit on General Funds so tuition and fee revenue do not disproportionately impact the limits. For purpose of computing the limit on Institutional Funds, the Committees recommend continuing to use the rate of change in the total appropriation as the calculator.

Staff recommends approval of the limits as recommended by the Athletics and BAHHR Committees.

**BOARD ACTION**

I move to approve the FY 2013 athletics limits for General Funds as listed on Attachment 2 lines 28-31 and the FY 2013 athletics limits for institutions funds as listed on Attachment 2 lines 14-21.

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

**Idaho State Board of Education**  
**GOVERNING POLICIES AND PROCEDURES**

**SECTION: III. POSTSECONDARY AFFAIRS**

**SUBSECTION: T. Intercollegiate Athletics**

**June 2007**

- 
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.

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# State Board of Education

## Intercollegiate Athletics Support Limits

**Attachment 2**

JFAC Action

	FY06	FY07	FY08	FY09	FY10	FY11	FY12	FY13
<b>1 Calculation of Limits:</b>								
<b>2 Appropriated Funds:</b>								
3 Appropriation Allocation:								
4 General Funds	233,182,000	243,726,400	259,296,600	276,181,100	243,278,100	217,510,800	208,237,100	227,950,500
5 Endowment	9,519,600	7,624,800	7,851,500	8,595,000	9,616,400	9,616,400	9,616,600	9,927,400
6 Student Fee Revenue	107,907,800	119,823,900	124,329,300	127,108,700	133,651,800	146,341,600	177,262,700	202,268,900
7 Total Appropriated Funds	350,609,400	371,175,100	391,477,400	411,884,800	386,546,300	373,468,800	395,116,400	440,146,800
8 % Growth: Appropriated Funds	6.05%	5.87%	5.47%	5.21%	-6.15%	-3.38%	5.80%	11.40%
9 % Growth: General Funds	4.39%	4.52%	6.39%	6.51%	-11.91%	-10.59%	-4.26%	9.47%
10 % Growth: Student Fees		11.04%	3.76%	2.24%	5.15%	9.49%	21.13%	14.11%
11								
<b>12 Institutional Funds:</b>								
13 Limits:								
14 Boise State University	325,400	344,500	363,300	382,200	358,700	346,600	346,600	386,100
15 % Growth from Prior Year	6.06%	5.87%	5.46%	5.20%	-6.15%	-3.37%	0.00%	11.40%
16 Idaho State University	455,400	482,100	508,500	535,000	502,100	485,100	485,100	540,400
17 % Growth from Prior Year	6.05%	5.86%	5.48%	5.21%	-6.15%	-3.39%	0.00%	11.40%
18 University of Idaho	650,600	688,800	726,500	764,400	717,400	693,100	693,100	772,100
19 % Growth from Prior Year	6.05%	5.87%	5.47%	5.22%	-6.15%	-3.39%	0.00%	11.40%
20 Lewis-Clark State College	130,100	137,700	145,200	152,800	143,400	138,500	138,500	154,300
21 % Growth from Prior Year	6.03%	5.84%	5.45%	5.23%	-6.15%	-3.42%	0.00%	11.41%
22								
23								
24								
25				(a x 9.47%)	(b x 9.47%)	(d + e)	(c + f)	(f / c)
26				(d)	(e)	(f)	(g)	(h)
27								
<b>General Fund Limit Detail</b>								
<b>See Note A</b>								
	<b>FY 2012 G.F.</b>	<b>FY 2012 G.E.</b>	<b>FY 2012 Total</b>	<b>G.F. Increase</b>	<b>G.E. Increase</b>	<b>Total Inc.</b>	<b>FY 2013 Limit</b>	<b>%</b>
28 Boise State University	2,214,700	976,872	3,191,572	209,700	92,500	302,200	3,493,772	9.47%
29 Idaho State University	2,214,700	646,500	2,861,200	209,700	61,200	270,900	3,132,100	9.47%
30 University of Idaho	2,214,700	846,560	3,061,260	209,700	80,100	289,800	3,351,060	9.47%
31 Lewis-Clark State College	823,400	0	823,400	77,900	0	77,900	901,300	9.46%
32 Total	7,467,500	2,469,932	9,937,432	707,000	233,800	940,800	10,878,232	9.47%
33								
34								
<b>Institutional Funds Limit Option</b>								
<b>See Note B</b>								
	<b>FY 2012 Approp.</b>	<b>FY 2012 Limit</b>	<b>%</b>	<b>FY 2013 Approp.</b>	<b>FY 2013 Limit</b>	<b>%</b>		
36 Boise State University	128,919,700	346,600	0.27%	145,735,300	391,800	0.27%		
37 Idaho State University	104,887,500	485,100	0.46%	118,630,000	548,700	0.46%		
38 University of Idaho	135,157,200	693,100	0.51%	148,176,000	759,900	0.51%		
39 Lewis-Clark State College	23,633,900	138,500	0.59%	25,883,800	151,700	0.59%		
40 Total	392,598,300	1,663,300	0.42%	438,425,100	1,852,100	0.42%		
41								
42								
43								
44								
45								
46								

**Note A:** FY 2012 General Funds Limit includes frozen FY 2012 General Funds limit and limit for gender equity. The FY 2013 General Funds limit applies the rate of growth for the state General Funds of 9.47% to the total FY 2012 General Funds limit.

**Note B:** In this scenario FY 2012 Institutional Fund Limit shown is the amount frozen at the FY 2011 levels. The FY 2013 Institutional Fund Limit uses the FY 2012 percentage of Institutional Fund Limit to appropriated funds applied to the FY 2013 appropriated funds.

**BUSINESS AFFAIRS AND HUMAN RESOURCES**  
**APRIL 18, 2012**

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**Brief history of Board minutes related to athletics limits**

**Attachment 3**

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 was 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. It was also stated that one of the reasons for the policy was to address deficits in the athletic programs such as the LCSC \$182,000 deficit.

It appears that the Institutional Funds limits were put in place to control the escalating costs of athletics.

## Gender Equity History Costs

See Note A	<u>FY98</u>	<u>FY99</u>	<u>FY00</u>	<u>FY01</u>	<u>FY02</u>	<u>FY03</u>	<u>FY04</u>	<u>FY05</u>	<u>FY06</u>	<u>FY07</u>	<u>FY08</u>	<u>FY09</u>	<u>FY10</u>
<b>U of Idaho</b>													
Soccer	32,477	167,441	226,045	269,523	284,943	292,746	355,788	357,502	391,439	355,950	403,600	433,102	411,111
Swimming							34,613	317,218	331,336	348,723	442,496	337,235	508,832
Total New Sports Actual Expenditures	32,477	167,441	226,045	269,523	284,943	292,746	390,401	674,720	722,775	704,673	846,096	770,337	919,943
Gender Equity Funding (Note B)	115,000	138,800	166,570	174,700	191,800	275,760	346,660	419,460	508,060	534,860	561,560	846,560	846,560
Cost of Sports Minus Gender Equity Funding	82,523	(28,641)	(59,475)	(94,823)	(93,143)	(16,986)	(43,741)	(255,260)	(214,715)	(169,813)	(284,536)	76,223	(73,383)
<b>Boise State</b>													
Field Hockey													
Soccer	72,405	206,396	229,711	247,866	304,675	333,484	374,605	356,601	378,530	388,377	419,012	438,758	473,646
Golf													
Skiing						52,650	156,971	152,041	159,666	6,156			
Swimming										212,308	401,532	436,782	429,614
Softball											5,253	374,241	433,678
Total New Sports Actual Expenditures	72,405	206,396	229,711	247,866	304,675	386,134	531,576	508,642	538,196	606,841	825,797	1,249,781	1,336,938
Gender Equity Funding (Note B)	-	-	0	0	0	94,000	200,000	279,872	417,872	467,872	783,872	976,872	976,872
Cost of Sports Minus Gender Equity Funding	(72,405)	(206,396)	(229,711)	(247,866)	(304,675)	(292,134)	(331,576)	(228,770)	(120,324)	(138,969)	(41,925)	(272,909)	(360,066)
<b>Idaho State</b>													
Soccer	35,773	239,908	299,721	314,549	318,654	326,854	307,331	338,714	354,939	357,435	370,437	386,330	394,806
Softball								3,795	147,488	329,512	305,834	268,720	295,577
Total New Sports Actual Expenditures	35,773	239,908	299,721	314,549	318,654	326,854	307,331	342,509	502,427	686,947	676,271	655,050	690,383
Gender Equity Funding (Note B)	86,134	50,000	100,000	200,000	300,000	300,000	443,500	526,500	626,500	626,500	646,500	646,500	646,500
Cost of Sports Minus Gender Equity Funding	50,361	(189,908)	(199,721)	(114,549)	(18,654)	(26,854)	136,169	183,991	124,073	(60,447)	(29,771)	(8,550)	(43,883)
<b>Lewis-Clark State College</b>													
No new sports since FY 1998													
Total New Sports Budget	0	0	0	0	0	0	0	0	0	0	0	0	0
Gender Equity Funding (Note B)	0	0	0	0	0	0	0	0	0	0	0	0	0
Cost of Sports Minus Gender Equity Funding	0	0	0	0	0	0	0	0	0	0	0	0	0

Note A: Costs per sport are from the February Board Athletics Expenditures reports, which may not include allocation of costs such as equipment, facilities, sports camps, and recruiting

Note B: In addition to the cost of new sports, gender equity funding may include the cost of addressing all gender equity requirements such as the cost of additional scholarships and program enhancements

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**BUSINESS AFFAIRS AND HUMAN RESOURCES**  
**APRIL 18, 2012**

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**SUBJECT**

FY 2013 Dual Credit Fees

**REFERENCE**

April 2011

Maintained \$65 per credit fee for dual credit classes for the 2011-2012 academic year and directed staff to analyze cost of dual credit courses

**APPLICABLE STATUTE, RULE, OR POLICY**

Idaho State Board of Education Governing Policies & Procedures, Section V.R. and III.Y.4.a.

Sections 33-203(8), 33-1626, 33-3717A, Idaho Code

**BACKGROUND/ DISCUSSION**

Board policy III.Y. governs advanced opportunities. The IRSA agenda includes a revision of this policy. In particular, it would amend the provision on program administration with respect to the cost for dual credit courses as follows:

Costs for high school students have been established and this information is provided to students before they enroll in a dual credit course. Students pay a reduced cost per credit that is approved annually at the Board's fee setting meeting. The approval process will consider comparable rates among institutions within the state and the cost to deliver instruction for dual credit courses.

The statewide fee for dual credit courses has been \$65 per credit for a number of years. At the April 2011 Board meeting, dual credit costs were discussed. Issues raised included 1) inadequate information, 2) no cost-data to support the \$65 fee, 3) dual credit can be delivered in different ways so the costs may differ based on delivery method, and 4) a consistent number is important for budgeting purposes.

The Board also discussed whether the fee should be included in the regular April list of requested and approved fees and whether the fee could be set for multiple years. Some thought the fee should be in the fee structure provided by the institutions, and noted that there is a significant advantage for the state to have a single fee statewide. Board staff suggested that if the Board wants to have a uniform fee, it needs to set it in the individual institution's request each year or set a uniform fee.

In April 2011, the Board maintained the current statewide fee of \$65 per credit for dual credit classes for the 2011-2012 academic year and directed that a cost analysis be completed and brought back to the Board prior to the April 2012 fee setting meeting along with amendments to Board policy V.R. adding dual credit fees.

**BUSINESS AFFAIRS AND HUMAN RESOURCES**  
**APRIL 18, 2012**

---

There are various methods of delivering dual credit courses including at the high school, on-line, or on the institution campus. Staff determined that since the majority of dual credit courses were taught at the high school, the initial scope of the cost study would focus on those courses whether they were taught by a high school teacher or a faculty instructor from the institution.

Staff worked with a four-year university and a community college to develop a cost template that all the public institutions could complete. Staff encouraged each institution to have their Budget Office work with the dual credit coordinators to ensure all program costs were included. The template divides the expenses into administrative and variable expenses and required the institutions to list the methodology used in calculating stipends to school districts or teachers, institutional overhead, articulation reviews, and course oversight. The template also shows costs for institution dual credit staff, travel, textbooks, lab equipment, and other costs.

Finally, the institutions were asked to review Board policy III.Y.4.a, Dual Credit Standards for Students Enrolled in Courses Taught at the High School, and link those standards to a line item on the template. This would help show how the objectives of the standards were or were not being adequately met.

**STAFF COMMENTS AND RECOMMENDATIONS**

The dual credit programs at each institution vary by many factors. The College of Western Idaho (CWI) is very new which makes it difficult to compute a cost against relatively few credit hours. The University of Idaho (UI) is more decentralized and does not have standard methodologies for computing stipends and oversight costs. Those decisions are made at the department level. At North Idaho College (NIC), allocating cost for courses delivered only at high schools is problematic because most dual credit courses are delivered on the college campus, and courses actually delivered at high schools are taught by college faculty. For all these reasons, staff did not include these three institutions in determining whether an increase in the \$65 fee was warranted for dual credit courses at the high school.

In reviewing the remaining four institutions, including three 4-year institutions and one community college, staff determined the \$65 fee was adequate for covering the costs for the dual credit programs. The average cost for the 4-year institutions was \$62 and the cost for the community college was \$45. It should be noted, however, that per [Idaho Code §33-1110A](#) the community colleges bill an out-of-district student's county of legal residence \$50 per credit up to a maximum of 10 credits or \$500 per semester for the out-of-district portion of tuition. In other words, the community colleges currently collect a total of \$115 per credit for out-of-district dual credit students.

These average costs may be low because the institutions may not be addressing all of the dual credit standards as vigorously as needed. This is apparent in the

**BUSINESS AFFAIRS AND HUMAN RESOURCES**  
**APRIL 18, 2012**

---

broad range of expenses among the institutions. For example, the travel budget which provides funding for dual credit staff to travel to the high schools, for hosting high school students to the institutions, and travel for faculty oversight varied greatly. This may be due to the institutions not capturing the full costs of their dual credit program because they may be absorbed in other department budgets. It also may be due to the institution not providing enough travel funds in order to meet the standards.

Staff recommends the dual credit per credit fee remain at \$65 for fiscal year 2013. Staff also recommends that the study expand to include other delivery models including online, Idaho Digital Learning Academy, and courses delivered on the institution campus. The study should also move from actual expenditures to budgeted costs that would be required by a dual credit program to meet all Board standards and help each institution become accredited by the National Alliance of Concurrent Enrollment Partnerships (NACEP). The result of expanding the scope to other delivery methods and making each program more robust could increase the average cost of dual credit courses.

**BOARD ACTION**

I move to set the statewide dual credit fee at \$65 per credit for courses delivered at secondary schools for fiscal year 2013; to require the fee to be included in the annual April fee request report; to direct staff to expand the scope of the study to all delivery models; and to direct the institutions to address all dual credit standards in their cost estimates.

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

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**BUSINESS AFFAIRS AND HUMAN RESOURCES**  
**APRIL 18, 2012**

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**COLLEGE AND UNIVERSITIES**

**SUBJECT**

FY 2013 Student Tuition & Fee Rates (Academic Year 2012-2013)

**APPLICABLE STATUTE, RULE, OR POLICY**

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

**BACKGROUND/DISCUSSION**

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

“In setting fees, the Board will consider recommended fees as compared to fees at peer institutions, percent fee increases compared to inflationary factors, fees as a percent of per capita income and/or household income, and the share students pay of their education costs. Other criteria may be considered as is deemed appropriate at the time of a fee change.”

Per board policy, Boise State University (BSU), Idaho State University (ISU), University of Idaho (UI), Lewis-Clark State College (LCSC), and Eastern Idaho Technical College (EITC) notified students of proposed fee increases and conducted public hearings. Their respective presidents are now recommending to the Board student fee and tuition rates for FY 2013 (Academic Year 2012-2013).

**Fee Recommendation - Summary**

Full-time resident fee increases being recommended by the institutions for FY 2013 (academic year 2012-2013) are (in the order they will be presented) as follows:

	<u>Fee</u>	<u>% Inc.</u>
Lewis-Clark State College	\$5,562	4.0%
University of Idaho	\$6,212	6.1%
Boise State University	\$5,884	5.7%
Idaho State University	\$6,070	4.7%
Eastern Idaho Technical College	\$2,022	4.7%

**Reference Documents**

Page 9 displays information from the *FY 2012 Legislative Fiscal Report* showing the reduction in the percentage of the General Fund allocated to the College & Universities over the last 22 years compared to other state budgeted programs. Page 10 shows a historical shift in funding from state general funds to student fees since 1980.

**BUSINESS AFFAIRS AND HUMAN RESOURCES**  
**APRIL 18, 2012**

---

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

Page 12 shows a summary of FY 2013 annual requested student fees.

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

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

The purpose of this chart is to show the increasing cost to attend college (student fees, books and supplies, room and board, personal expenses, and transportation) compared to the per capita income from 2003 to 2011. Each institution has a similar chart showing similar information.

The average cost to attend Idaho's 4-year institutions has grown from \$11,787 in 2003 to \$17,623 in 2011, or 50%, while the Idaho per capita income has increased from \$26,035 to \$31,962, or 23%. The increases in the cost to attend college from 2003 to 2011 are as follows:

Tuition & Fees	76%
Books and Supplies	18%
Room and Board	46%
Personal and Transportation	<u>41%</u>
Total Cost to Attend	50%

- Cost to Deliver College Page 14

The purpose of this chart is to show the costs to deliver college, changes in student enrollment and cost per student FTE. The increases in the cost to deliver college (by major expenditure functional categories) from 2003 to 2011 are as follows:

Instruction	14%
Academic Support	37%
Student Services	23%
Library Services	18%
Athletics & Auxiliaries	60%
Plant and Depreciation	40%
Institutional Support	16%
Financial Aid	<u>54%</u>
Total Increase in Cost to Deliver College	24%

At the same time, student FTE (top line) has increased by 7%. Taken together, the total cost to deliver college per student FTE (bottom line) has increased by 24% from \$10,228 in 2003 to \$12,699 in 2011.

**BUSINESS AFFAIRS AND HUMAN RESOURCES**  
**APRIL 18, 2012**

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

The purpose of this chart is to show the annual percentage increase from 2003 to 2011 for resident fees, CPI, Idaho Per Capita Income, and Idaho Average Annual Wage. As the chart indicates, historically when per capita income and annual wages have increased at a higher rate than the previous year, fees have correspondingly increased at a lesser rate. The opposite is also true, when income and wages have increased at a slower rate than the previous year, fees have correspondingly increased at a faster rate.

- FY 2013 Fee Increases Based on Unfunded Maintenance Page 16

The purpose of this report is to show the fee increase for each institution that would be needed to generate revenue equal to the unfunded Maintenance of Current Operations (MCO) budget request components. This analysis does not, however, account for additional revenues generated by any enrollment growth above that projected in the FY 2013 fee hearing information.

The 2013 Legislature did fund the FY 2013 Enrollment Workload Adjustment (EWA) that was requested by the institutions. However, the EWA formula only provides 67% of the 3-year moving average increase in credit hours requiring the institutions to make up the difference in order to cover the costs of the increased enrollment.

The Legislature also authorized a 2% across-the-board Change in Employee Compensation (CEC), but it only appropriated additional state General Funds equivalent to 2% of personnel costs for employees supported on General Funds. As such, a 2% CEC at the institutions requires a corresponding increase in tuition for those employees that are funded in part or in whole by tuition. Staff estimates that a 2% CEC approximates a 1.4% to 1.9% increase in full-time tuition among the 4-year institutions.

- Fees Requested vs. Fees Approved Page 17

The purpose of this report is to compare the institutions' requested versus Board-approved fee increases for the fiscal years 2001 through 2012.

**BUSINESS AFFAIRS AND HUMAN RESOURCES**  
**APRIL 18, 2012**

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**Institution Fee Proposals**

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

- Narrative justification of the fee increase request and planned uses of the additional revenue;
- Schedule detailing the tuition and fee changes;
- Schedule projecting the amount of revenue generated from the tuition and fee changes. This schedule shows the projections to fee revenue based on changes in enrollment and fees. The enrollment changes are an estimate, so revenues would only be realized to the extent of actual adjustments in enrollment. Also, revenue from increased enrollment must also cover the incremental cost of each new student, thereby reducing the amount that could go to cover other institutional costs such as unfunded maintenance expenses;
- Schedule displaying a 4-year history of Board-approved fees and the FY 2013 requested fees.
- The same charts as found on pages 13-15 (and described above) at a disaggregated, institution specific level:
  - Chart: Cost of Attending College vs. Per Capita Income
  - Chart: Cost to Deliver College and Cost to Deliver Per Student FTE
  - Chart: Annual % Increase for Fees, CPI, Per Capita Income, and Average Wage
- Schedule displaying fee increase range from 1% to 10% in 1/2% increments

**IMPACT**

A critical part of the student fee review process at each institution includes projecting enrollment for the upcoming year. For each institution, on the page following the “Changes to Student Fees” spreadsheet is a page labeled “Potential Student Fee Revenue Changes for FY 2013: Due to Enrollment and Fee Changes.” Each institution has projected its enrollment for the upcoming academic year. When coupled with the proposed fee increases, this drives the total new fee revenue expected for that institution. Although the assumptions behind enrollment projections are not outlined specifically, each institution will be prepared to explain and defend their projections.

A portion of the additional revenue to support FY 2013 institutional operating budgets is generated by increased student fees and tuition. Institutions will discuss the need for the additional fee revenue and how that revenue will be used.

**STAFF COMMENTS**

The original General Fund appropriations for the College & Universities for FY 2010, 2011, 2012 and 2013 and percent change are below:



**BUSINESS AFFAIRS AND HUMAN RESOURCES**  
**APRIL 18, 2012**

<b>General Funds</b>	<b>BSU</b>	<b>ISU</b>	<b>UI</b>	<b>LCSC</b>	<b>Systemwide</b>	<b>Total</b>
FY09 Orig. Approp.	89,148,200	77,378,100	99,457,400	16,052,800	3,115,000	285,151,500
FY10 Orig. Approp.	78,352,400	65,809,500	92,748,000	13,467,500	2,900,700	253,278,100
FY11 Orig. Approp.	70,116,400	59,071,300	73,576,700	12,019,800	2,726,600	217,510,800
FY12 Orig. Approp.	67,631,800	57,150,200	71,007,400	11,520,800	2,518,100	209,828,300
<i>Chg from FY11</i>	<i>(2,484,600)</i>	<i>(1,921,100)</i>	<i>(2,569,300)</i>	<i>(499,000)</i>	<i>(208,500)</i>	<i>(7,682,500)</i>
<i>% Chg from FY11</i>	<i>-3.5%</i>	<i>-3.3%</i>	<i>-3.5%</i>	<i>-4.2%</i>	<i>-7.6%</i>	<i>-3.5%</i>
FY13 Orig. Approp.	74,104,600	61,799,700	74,736,200	12,791,900	4,518,100	227,950,500
<i>Chg from FY12</i>	<i>6,472,800</i>	<i>4,649,500</i>	<i>3,728,800</i>	<i>1,271,100</i>	<i>2,000,000</i>	<i>18,122,200</i>
<i>% Chg from FY12</i>	<i>9.6%</i>	<i>8.1%</i>	<i>5.3%</i>	<i>11.0%</i>	<i>79.4%</i>	<i>8.6%</i>
<i>Chg from FY09 to FY13</i>	<i>(15,043,600)</i>	<i>(15,578,400)</i>	<i>(24,721,200)</i>	<i>(3,260,900)</i>	<i>1,403,100</i>	<i>(57,201,000)</i>
<i>% Chg from FY09 to FY13</i>	<i>-16.9%</i>	<i>-20.1%</i>	<i>-24.9%</i>	<i>-20.3%</i>	<i>45.0%</i>	<i>-20.1%</i>

As a result of the state's improved budget situation, the FY 2013 General Fund appropriation for the College & Universities will benefit from an 8.6% increase. Included in this appropriation is ongoing base funding for health insurance increases, a 2% increase in employee compensation, Enrollment Workload Adjustment (EWA), and occupancy costs. In addition, there is \$2M in ongoing General Funds for the IGEM initiative.

Even with next year's strong appropriation, tuition revenue remains an integral part of the institutions' funding portfolio. As noted previously, since the Legislature did not fully fund the CEC and health insurance increases with General Funds, it essentially built a tuition increase into the FY 2013 College & Universities' budget.

The Board and the institutions must balance access and affordability on one side, and quality programming and facilities on the other. The Board also has to balance the fact that not all institutions are created equal, with different roles and missions, enrollment, student body demographics, infrastructure and physical plant needs, accreditation requirements, etc. While some of these differences are not easily quantifiable, a uniform tuition and fee increase across the system could be perceived as a lack of recognition of these institutional differences. Although the universities' total tuition & fees do vary slightly for FY2012 (a spread of \$290 from lowest to highest), a 4% increase, for example, would equate to a total dollar increase that differs by only \$12 from the lowest to the highest.

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

Board policy III.T.3.c requires increases to the student fee for the athletic program be at the same rate of increase as the total student activity fees. The institutions desire the ability to have a "not to exceed" approach to the Athletics Fee so changes to the Athletics Fee could be at a lower rate than the increase in the total student activity fees. This would result in their ability to adjust the Athletics Fee as necessary as long as the rate of change to the Athletics Fee

**BUSINESS AFFAIRS AND HUMAN RESOURCES**  
**APRIL 18, 2012**

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does not exceed the rate of change to the total student activity fee. The Board would need to waive Board policy in order to provide the institutions this flexibility. Staff is in the process of revising policy.

**BOARD ACTION**  
SEE FOLLOWING PAGES

**BUSINESS AFFAIRS AND HUMAN RESOURCES**  
**APRIL 18, 2012**

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I move to waive Board policy III.T.3.c. for FY 2013, only with respect to the student activity fee for athletics, to allow the institutions to change the student fee for the athletic programs at a rate that is not more than the rate of change of the total student activity fees.

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

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**LEWIS-CLARK STATE COLLEGE:**

I move to approve the annual full-time resident student fee rates for FY 2013 for Lewis-Clark State College at an overall increase of \_\_\_\_% (\$\_\_\_\_), to include tuition, facility, technology, and activity fees for a total dollar amount of \$\_\_\_\_; and to approve the annual full-time student fee rate for nonresident tuition of \_\_\_\_% (\$\_\_\_\_) for a total dollar amount of \$\_\_\_\_\_.

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

I move to approve all other fees for FY 2013 for Lewis-Clark State College as contained in the Lewis-Clark State College Fees motion sheet which will be made part of the written minutes.

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

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**UNIVERSITY OF IDAHO:**

I move to approve the annual full-time resident student fee rates for FY 2013 for University of Idaho at an overall increase of \_\_\_\_% (\$\_\_\_\_), to include tuition, facility, technology, and activity fees for a total dollar amount of \$\_\_\_\_; and to approve the annual full-time student fee rate for nonresident tuition of \_\_\_\_% (\$\_\_\_\_) for a total dollar amount of \$\_\_\_\_\_.

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

I move to approve all other fees for FY 2013 for University of Idaho as contained in the University of Idaho Fees motion sheet which will be made part of the written minutes.

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

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**BUSINESS AFFAIRS AND HUMAN RESOURCES**  
**APRIL 18, 2012**

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**BOISE STATE UNIVERSITY:**

I move to approve the annual full-time resident student fee rates for FY 2013 for Boise State University at an overall increase of \_\_\_\_% (\$\_\_\_\_), to include tuition, facility, technology, and activity fees for a total dollar amount of \$\_\_\_\_; and to approve the annual full-time student fee rate for nonresident tuition of \_\_\_\_ % (\$\_\_\_\_) for a total dollar amount of \$\_\_\_\_\_.

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

I move to approve all other fees for FY 2013 for Boise State University as contained in the Boise State University Fees motion sheet which will be made part of the written minutes.

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

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**IDAHO STATE UNIVERSITY:**

I move to approve the annual full-time resident student fee rates for FY 2013 for Idaho State University at an overall increase of \_\_\_\_% (\$\_\_\_\_), to include tuition, facility, technology, and activity fees for a total dollar amount of \$\_\_\_\_; and to approve the annual full-time student fee rate for nonresident tuition of \_\_\_\_ % (\$\_\_\_\_) for a total dollar amount of \$\_\_\_\_\_.

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

I move to approve all other fees for FY 2013 for Idaho State University as contained in the Idaho State University Fees motion sheet which will be made part of the written minutes.

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

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**EASTERN IDAHO TECHNICAL COLLEGE:**

I move to approve the annual full-time resident student fee rates for FY 2013 for Eastern Idaho Technical College at an overall increase of \_\_\_\_% (\$\_\_\_\_), to include professional-technical education, technology, and activity fees for a total dollar amount of \$\_\_\_\_; and to approve the annual full-time student fee rate for nonresident tuition of \_\_\_\_ % (\$\_\_\_\_) for a total dollar amount of \$\_\_\_\_\_.

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

I move to approve all other fees for FY 2013 for Eastern Idaho Technical College as contained in the Eastern Idaho Technical College Fees motion sheet which will be made part of the written minutes.

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

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# Twenty-Two Year History of General Fund

## Original Appropriations: FY 1992 to FY 2013

Millions of Dollars

Fiscal Year	Public Schools	College & Universities	All Other Education	Total Education	Health & Welfare	Adult & Juv Corrections	All Other Agencies	Total Gen Fund
2013	\$1,279.8	\$228.0	\$138.0	\$1,645.7	\$610.2	\$205.5	\$240.7	\$2,702.1
2012	\$1,223.6	\$209.8	\$128.3	\$1,561.7	\$564.8	\$193.1	\$209.3	\$2,529.0
2011	\$1,214.3	\$217.5	\$129.9	\$1,561.7	\$436.3	\$180.7	\$205.1	\$2,383.8
2010	\$1,231.4	\$253.3	\$141.2	\$1,625.8	\$462.3	\$186.8	\$231.7	\$2,506.6
2009	\$1,418.5	\$285.2	\$175.1	\$1,878.8	\$587.3	\$215.9	\$277.3	\$2,959.3
2008	\$1,367.4	\$264.2	\$166.2	\$1,797.7	\$544.8	\$201.2	\$276.9	\$2,820.7
2007***	\$1,291.6	\$243.7	\$148.4	\$1,683.7	\$502.4	\$178.0	\$229.7	\$2,593.7
2006	\$987.1	\$228.9	\$141.8	\$1,357.9	\$457.7	\$152.2	\$213.2	\$2,180.9
2005	\$964.7	\$223.4	\$138.3	\$1,326.3	\$407.6	\$142.8	\$205.5	\$2,082.1
2004	\$943.0	\$218.0	\$131.3	\$1,292.3	\$375.8	\$140.6	\$195.3	\$2,004.1
2003	\$920.0	\$213.6	\$130.4	\$1,264.0	\$359.6	\$145.0	\$199.3	\$1,967.9
2002	\$933.0	\$236.4	\$142.1	\$1,311.5	\$358.0	\$147.3	\$227.5	\$2,044.3
2001**	\$873.5	\$215.0	\$121.1	\$1,209.5	\$282.1	\$123.2	\$189.2	\$1,804.0
2000	\$821.1	\$202.0	\$110.4	\$1,133.4	\$270.7	\$108.5	\$162.1	\$1,674.7
1999	\$796.4	\$192.9	\$103.5	\$1,092.8	\$252.7	\$106.4	\$159.0	\$1,610.8
1998	\$705.0	\$178.6	\$94.4	\$978.0	\$236.6	\$90.3	\$134.0	\$1,438.9
1997	\$689.5	\$178.0	\$94.4	\$961.9	\$238.5	\$78.6	\$133.7	\$1,412.7
1996*	\$664.0	\$171.0	\$88.8	\$923.8	\$224.3	\$73.5	\$127.3	\$1,348.8
1995	\$620.5	\$164.5	\$87.8	\$872.8	\$226.9	\$50.3	\$114.2	\$1,264.2
1994	\$528.0	\$146.0	\$75.7	\$749.7	\$192.5	\$44.2	\$98.1	\$1,084.6
1993	\$497.0	\$139.0	\$73.1	\$709.1	\$163.9	\$37.5	\$96.6	\$1,007.1
1992	\$487.5	\$141.4	\$74.0	\$703.0	\$146.9	\$37.5	\$100.0	\$987.4

### Percentage of Total

Fiscal Year	Public Schools	College & Universities	All Other Education	Total Education	Health & Welfare	Adult & Juv Corrections	All Other Agencies	Total
2013	47.4%	8.4%	5.1%	60.9%	22.6%	7.6%	8.9%	100%
2012	48.4%	8.3%	5.1%	61.8%	22.3%	7.6%	8.3%	100%
2011	50.9%	9.1%	5.5%	65.5%	18.3%	7.6%	8.6%	100%
2010	49.1%	10.1%	5.6%	64.9%	18.4%	7.5%	9.2%	100%
2009	47.9%	9.6%	5.9%	63.5%	19.8%	7.3%	9.4%	100%
2008	48.5%	9.4%	5.9%	63.7%	19.3%	7.1%	9.8%	100%
2007***	49.8%	9.4%	5.7%	64.9%	19.4%	6.9%	8.9%	100%
2006	45.3%	10.5%	6.5%	62.3%	21.0%	7.0%	9.8%	100%
2005	46.3%	10.7%	6.6%	63.7%	19.6%	6.9%	9.9%	100%
2004	47.1%	10.9%	6.6%	64.5%	18.8%	7.0%	9.7%	100%
2003	46.8%	10.9%	6.6%	64.2%	18.3%	7.4%	10.1%	100%
2002	45.6%	11.6%	7.0%	64.2%	17.5%	7.2%	11.1%	100%
2001**	48.4%	11.9%	6.7%	67.0%	15.6%	6.8%	10.5%	100%
2000	49.0%	12.1%	6.6%	67.7%	16.2%	6.5%	9.7%	100%
1999	49.4%	12.0%	6.4%	67.8%	15.7%	6.6%	9.9%	100%
1998	49.0%	12.4%	6.6%	68.0%	16.4%	6.3%	9.3%	100%
1997	48.8%	12.6%	6.7%	68.1%	16.9%	5.6%	9.5%	100%
1996*	49.2%	12.7%	6.6%	68.5%	16.6%	5.4%	9.4%	100%
1995	49.1%	13.0%	6.9%	69.0%	17.9%	4.0%	9.0%	100%
1994	48.7%	13.5%	7.0%	69.1%	17.8%	4.1%	9.0%	100%
1993	49.3%	13.8%	7.3%	70.4%	16.3%	3.7%	9.6%	100%
1992	49.4%	14.3%	7.5%	71.2%	14.9%	3.8%	10.1%	100%

\* Juvenile Corrections moved from Health and Welfare to "Adult & Juv Corrections" in FY 1996.

\*\* Department of Environmental Quality and Veterans Services moved from H&W to "All Other Agencies" in FY 2001.

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

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

Fiscal Year	State Support		State Support			Percent of Total		
	General Funds	Endowment Funds	Subtotal	Tuition & Fees	TOTAL	General Fund	State Supp	Tuition & Fees
1980	59,600,000	3,165,200	62,765,200	4,873,000	67,638,200	88.1%	92.8%	7.2%
1981	63,432,000	4,583,000	68,015,000	5,102,700	73,117,700	86.8%	93.0%	7.0%
1982	64,497,400	5,267,200	69,764,600	10,529,800	80,294,400	80.3%	86.9%	13.1%
1983	65,673,700	6,145,900	71,819,600	13,495,800	85,315,400	77.0%	84.2%	15.8%
1984	70,000,000	5,769,400	75,769,400	13,100,000	88,869,400	78.8%	85.3%	14.7%
1985	80,897,300	5,644,000	86,541,300	16,569,000	103,110,300	78.5%	83.9%	16.1%
1986	88,000,000	5,840,800	93,840,800	16,048,000	109,888,800	80.1%	85.4%	14.6%
1987	90,700,000	5,447,000	96,147,000	16,462,300	112,609,300	80.5%	85.4%	14.6%
1988	101,674,700	5,447,000	107,121,700	16,462,300	123,584,000	82.3%	86.7%	13.3%
1989	106,000,000	5,657,100	111,657,100	17,471,000	129,128,100	82.1%	86.5%	13.5%
1990	115,500,000	6,342,100	121,842,100	18,374,800	140,216,900	82.4%	86.9%	13.1%
1991	133,264,300	6,547,100	139,811,400	20,287,800	160,099,200	83.2%	87.3%	12.7%
1992	141,444,000	6,547,100	147,991,100	23,628,300	171,619,400	82.4%	86.2%	13.8%
1993	137,610,000	6,547,100	144,157,100	27,084,600	171,241,700	80.4%	84.2%	15.8%
1994	146,013,700	7,019,800	153,033,500	31,342,800	184,376,300	79.2%	83.0%	17.0%
1995	164,560,600	7,019,800	171,580,400	40,698,300	212,278,700	77.5%	80.8%	19.2%
1996	170,951,800	8,333,000	179,284,800	44,199,100	223,483,900	76.5%	80.2%	19.8%
1997	173,531,800	8,615,400	182,147,200	43,605,200	225,752,400	76.9%	80.7%	19.3%
1998	178,599,700	9,590,900	188,190,600	47,491,900	235,682,500	75.8%	79.8%	20.2%
1999	192,917,100	11,368,800	204,285,900	52,424,600	256,710,500	75.1%	79.6%	20.4%
2000	201,960,100	12,340,000	214,300,100	55,108,400	269,408,500	75.0%	79.5%	20.5%
2001	214,986,500	13,011,400	227,997,900	59,520,900	287,518,800	74.8%	79.3%	20.7%
2002	236,439,800	15,906,700	252,346,500	63,089,600	315,436,100	75.0%	80.0%	20.0%
2003	213,558,800	13,635,900	227,194,700	67,127,300	294,322,000	72.6%	77.2%	22.8%
2004	218,000,000	11,964,600	229,964,600	97,207,800	327,172,400	66.6%	70.3%	29.7%
2005	223,366,200	10,020,500	233,386,700	107,907,800	341,294,500	65.4%	68.4%	31.6%
2006	228,934,100	9,519,600	238,453,700	118,613,000	357,066,700	64.1%	66.8%	33.2%
2007	243,726,400	7,624,800	251,351,200	121,223,700	372,574,900	65.4%	67.5%	32.5%
2008	264,227,700	7,851,500	272,079,200	126,932,600	399,011,800	66.2%	68.2%	31.8%
2009	285,151,500	8,595,000	293,746,500	129,103,000	422,849,500	67.4%	69.5%	30.5%
2010	253,278,100	9,616,400	262,894,500	131,587,900	394,482,400	64.2%	66.6%	33.4%
2011	217,510,800	9,616,600	227,127,400	146,253,000	373,380,400	58.3%	60.8%	39.2%
2012	209,828,300	9,616,600	219,444,900	177,262,700	396,707,600	52.9%	55.3%	44.7%
2013	227,950,500	9,927,400	237,877,900	208,484,300	446,362,200	51.1%	53.3%	46.7%

# College & Universities

## State Ranking by Type of Institution - WICHE States 2011 - 2012 Tuition & Fees

### Annual Resident Undergraduate

Rank	Universities (BSU, ISU, UI)		Amount % of Average		Rank	Other Institutions (LCSC)		Amount % of Average	
1	1	Washington	10,662	146.6%	1	Washington	7,615	132.0%	
2	2	Arizona	9,876	135.8%	2	Oregon	7,557	131.0%	
3	3	Hawaii	9,100	125.2%	3	South Dakota	7,357	127.5%	
4	4	California	8,939	122.9%	4	Colorado	6,348	110.0%	
5	5	Colorado	8,633	118.7%	5	North Dakota	5,913	102.5%	
6	6	Oregon	8,051	110.7%	Average		5,770	100.0%	
7	Average		7,271	100.0%	6	Hawaii	5,545	96.1%	
8	7	North Dakota	7,134	98.1%	7	Idaho	5,348	92.7%	
9	8	South Dakota	7,048	96.9%	8	Montana	5,058	87.7%	
10	9	Nevada	6,240	85.8%	9	Utah	4,544	78.8%	
11	10	Utah	6,181	85.0%	10	New Mexico	4,182	72.5%	
12	11	Montana	6,075	83.5%	11	Nevada	4,005	69.4%	
13	12	New Mexico	5,818	80.0%					
14	13	Idaho	5,739	78.9%					
15	14	Alaska	5,448	74.9%					
16	15	Wyoming	4,125	56.7%					
17									

### Annual Nonresident Undergraduate

22	Rank	Universities (BSU, ISU, UI)	Amount % of Average		Rank	Other Institutions (LCSC)	Amount % of Average	
23	1	Colorado	27,072	135.7%	1	Washington	18,084	126.0%
24	2	Washington	25,088	125.8%	2	Oregon	17,434	121.5%
25	3	California	24,935	125.0%	3	Colorado	17,125	119.3%
26	4	Oregon	23,984	120.2%	4	Hawaii	16,585	115.6%
27	5	Hawaii	23,932	120.0%	5	Montana	15,733	109.6%
28	6	Arizona	23,905	119.8%	6	<b>Idaho</b>	<b>14,880</b>	<b>103.7%</b>
29		Average	19,946	100.0%		Average	14,351	100.0%
30	7	Nevada	19,835	99.4%	7	Nevada	14,050	97.9%
31	8	Montana	19,626	98.4%	8	Utah	13,667	95.2%
32	9	New Mexico	19,094	95.7%	9	New Mexico	11,035	76.9%
33	10	Utah	18,798	94.2%	10	North Dakota	10,199	71.1%
34	11	<b>Idaho</b>	<b>17,125</b>	<b>85.9%</b>	11	South Dakota	9,072	63.2%
35	12	North Dakota	17,094	85.7%				
36	13	Alaska	17,088	85.7%				
37	14	Wyoming	12,855	64.4%				
38	15	South Dakota	8,763	43.9%				

Source: WICHE 2011-2012 Detailed Tuition & Fees Tables, November, 2011.

# Colleges & Universities

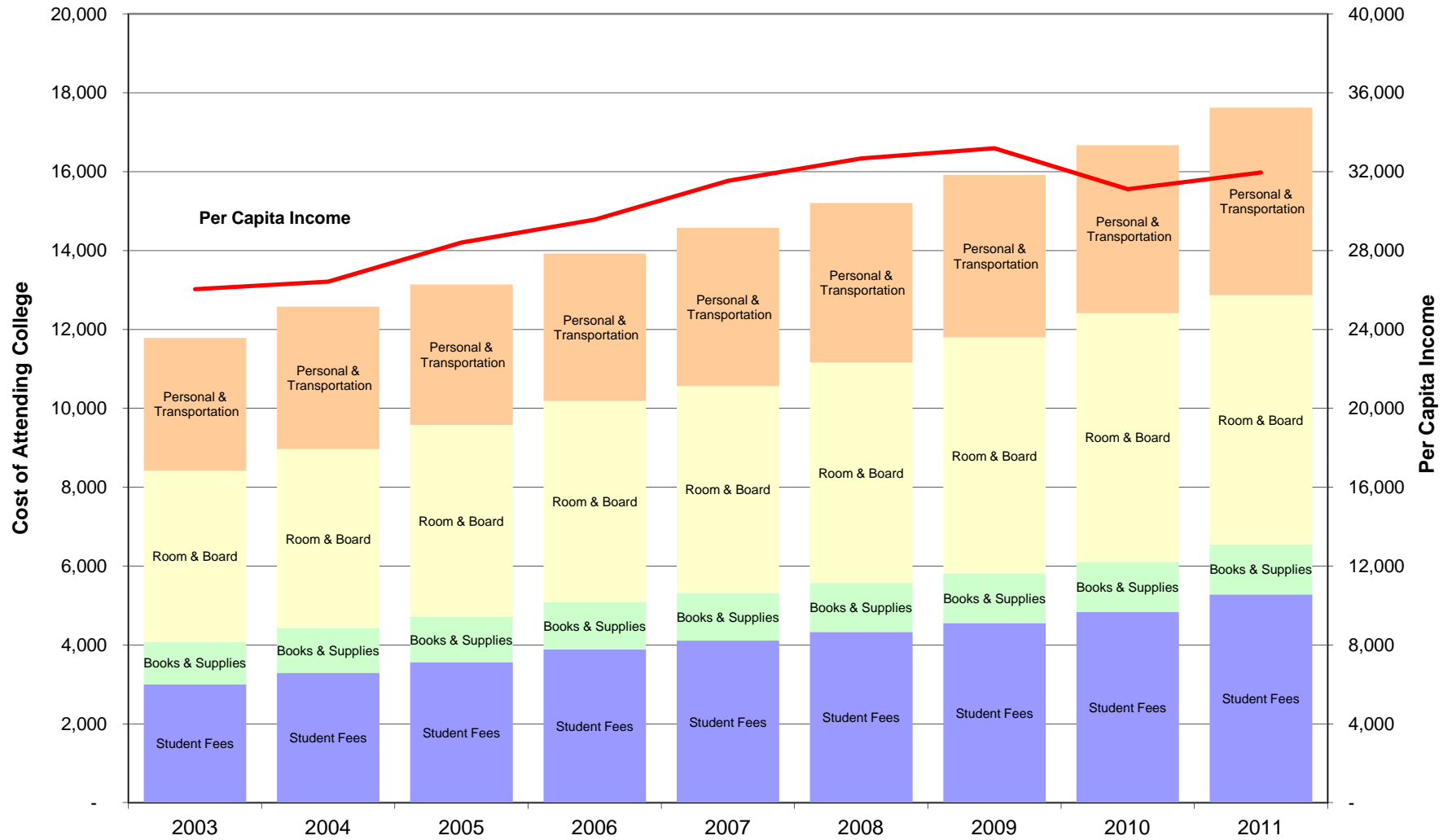
## Summary of FY 2013 Annual Student Tuition & Fees - As Requested

Board Meeting: April 18, 2012

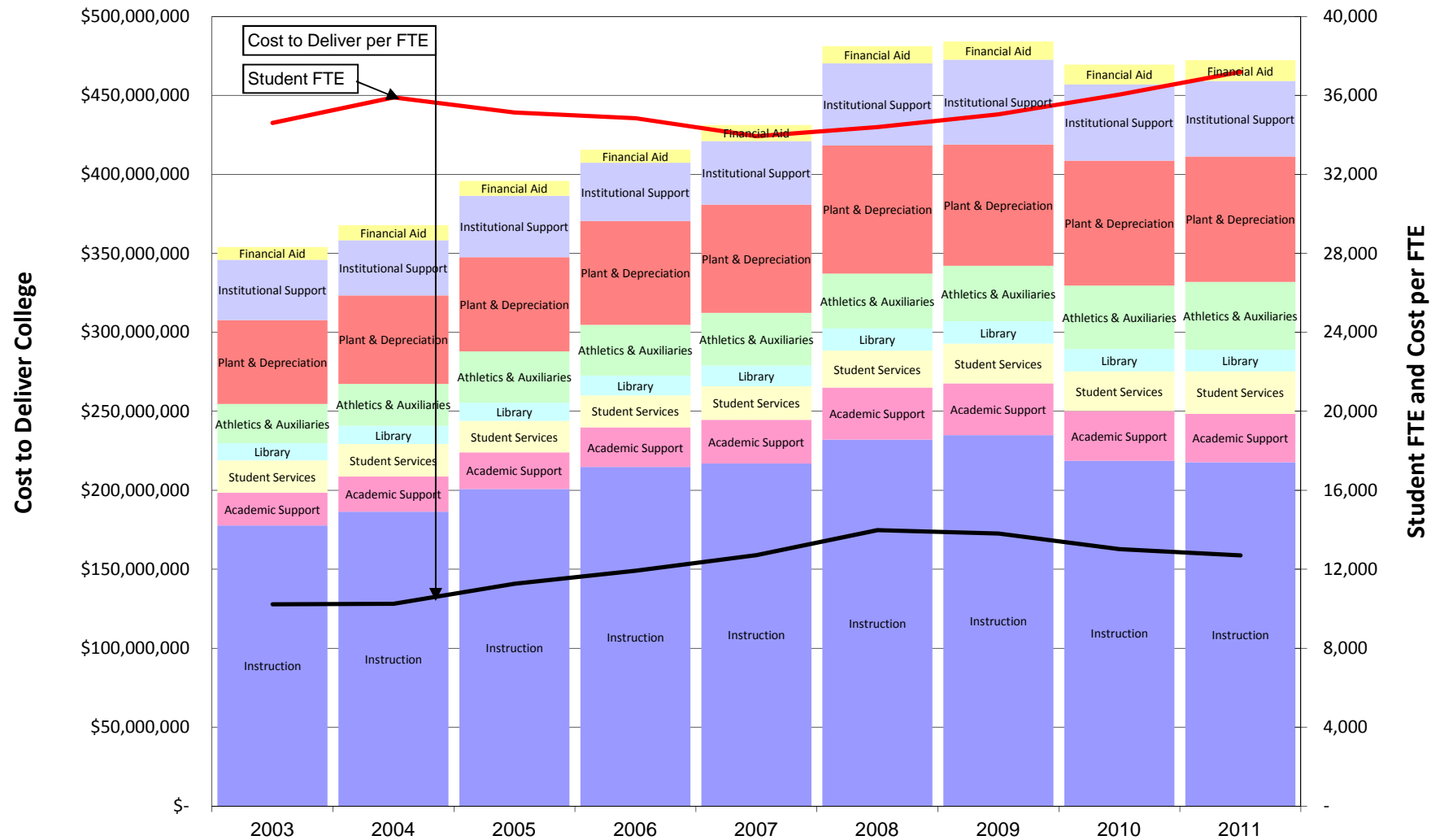
Institution	FY 2012	Requested Increases		Total Approved FY 2013
		Amount	% Incr	
<b>1 Full-time Tuition &amp; Fees:</b>				
<b>2 Resident Tuition and Fees:</b>				
3 Undergraduate:				
4 Boise State University	\$5,566.00	\$318.00	5.7%	\$5,884.00
5 Idaho State University	\$5,796.00	\$274.00	4.7%	\$6,070.00
6 University of Idaho	\$5,856.00	\$356.00	6.1%	\$6,212.00
7 Lewis Clark State College	\$5,348.00	\$214.00	4.0%	\$5,562.00
8 Eastern Idaho Tech College	\$1,932.00	\$90.00	4.7%	\$2,022.00
9 Average 4 year institutions	\$5,641.50			\$5,932.00
10 Graduate:				
11 Boise State University	\$990.00	\$99.00	10.0%	\$1,089.00
12 Idaho State University	\$1,028.00	\$52.00	5.1%	\$1,080.00
13 University of Idaho	\$826.00	\$124.00	15.0%	\$950.00
14 Average Graduate	\$948.00			\$1,039.67
<b>15 Nonresident Tuition and Fees:</b>				
16 Undergraduate	(In addition to the tuition and fees paid by resident students)			
17 Boise State University	\$10,400.00	\$1,040.00	10.0%	\$11,440.00
18 Idaho State University	\$11,236.00	\$564.00	5.0%	\$11,800.00
19 University of Idaho	\$12,520.00	\$268.00	2.1%	\$12,788.00
20 Lewis Clark State College	\$9,532.00	\$382.00	4.0%	\$9,914.00
21 Eastern Idaho Tech College	\$5,146.00	\$0.00	0.0%	\$5,146.00
22 Average 4 year institutions	\$10,922.00			\$11,485.50
23				
<b>24 Part-time Credit Hour Tuition &amp; Fees:</b>				
<b>25 Resident Fees: (per credit hour)</b>				
26 Undergraduate:				
27 Boise State University	\$239.00	\$13.00	5.4%	\$252.00
28 Idaho State University	\$290.00	\$14.00	4.8%	\$304.00
29 University of Idaho	\$293.00	\$18.00	6.1%	\$311.00
30 Lewis Clark State College	\$273.00	\$12.00	4.4%	\$285.00
31 Eastern Idaho Tech College	\$90.00	\$2.00	2.2%	\$92.00
32 In-Service Teacher Fee	\$92.00	\$4.00	4.3%	\$96.00
33				
34 Graduate:	(In addition to resident undergraduate fees)			
35 Boise State University	\$55.00	\$5.50	10.0%	\$60.50
36 Idaho State University	\$52.00	\$2.00	3.8%	\$54.00
37 University of Idaho	\$41.00	\$7.00	17.1%	\$48.00
38 In-Service Teacher Fee	\$108.00	\$7.00	6.5%	\$115.00
39				
<b>40 Nonresident Tuition and Fees:</b>				
41 Pt Tm Nonresident Cr Hr Tuition	(In addition to resident fees)			
42 Boise State University	\$92.00	\$9.20	10.0%	\$101.20
43 Idaho State University	\$161.00	\$29.00	18.0%	\$190.00
44 University of Idaho	\$626.00	\$13.00	2.1%	\$639.00
45 Lewis-Clark State College	\$0.00	\$0.00	No Fee	\$0.00
46 Eastern Idaho Tech College	\$90.00	\$0.00	0.0%	\$90.00



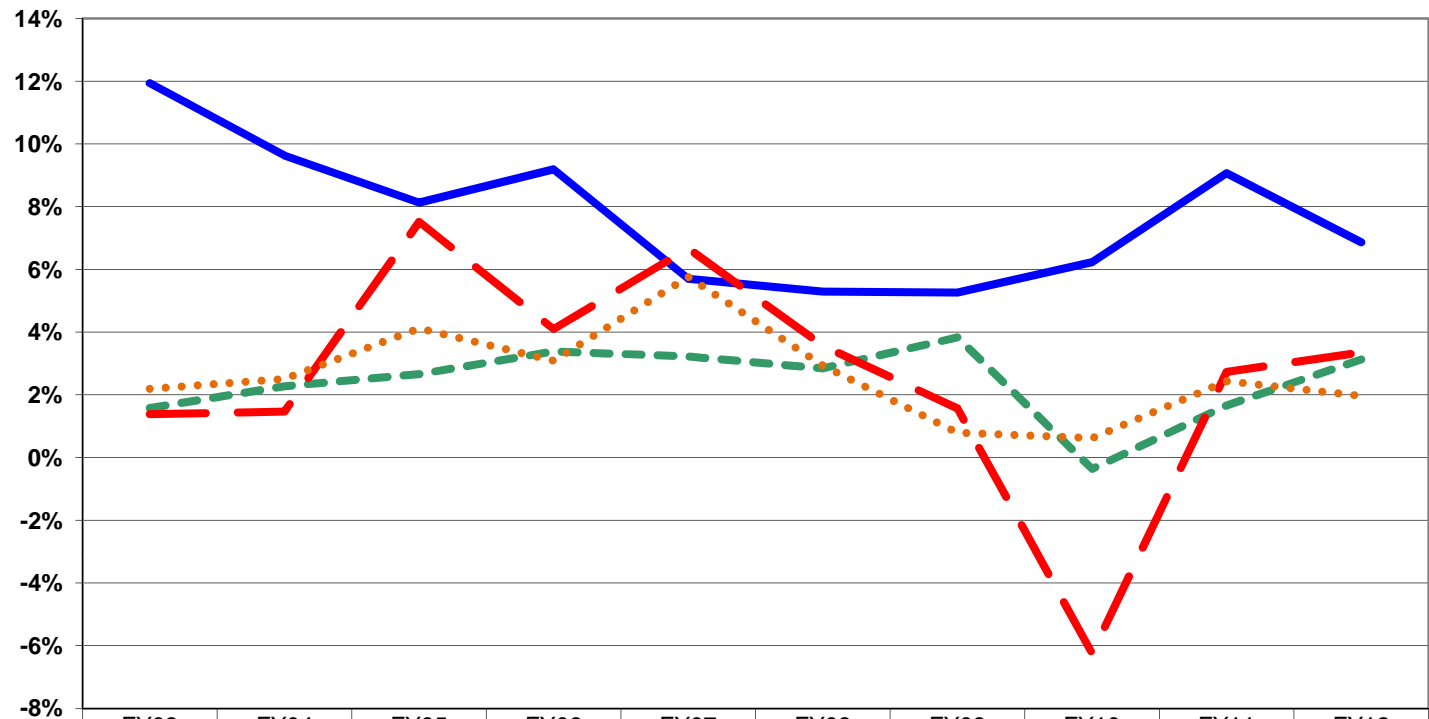
# **Cost of Attending College vs. Per Capita Income Idaho 4-year Institutions**



## Cost to Deliver College Idaho 4-year Institutions



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



	FY03	FY04	FY05	FY06	FY07	FY08	FY09	FY10	FY11	FY12
Resident Fees	11.94%	9.63%	8.13%	9.20%	5.70%	5.30%	5.27%	6.23%	9.07%	6.87%
Consumer Price Index	1.58%	2.28%	2.66%	3.39%	3.23%	2.85%	3.84%	-0.36%	1.66%	3.14%
Idaho Per Capita Income	1.38%	1.47%	7.52%	4.10%	6.67%	3.57%	1.57%	-6.24%	2.74%	3.36%
Idaho Average Annual Wage	2.19%	2.51%	4.12%	3.09%	5.76%	2.94%	0.80%	0.62%	2.44%	1.97%

Source: Idaho Commerce and Labor; Bureau of Economic Analysis, U.S. Department of Commerce; Division of Financial Management Economic Forecast, January 2012

**Idaho College and Universities  
FY 2013 Fee Increases Based on Unfunded Maintenance**

		(a)	(b)			(c)	(d)	(e)	(f)	(g)	(h)
		FY 2012			Funds Needed for Maintenance		FY 2013				
		Fee	Enrollment	Revenue				Increase	Enrollment	Revenue	% Inc.
<b>BSU</b>	F/T	\$ 5,566.00	13,326	\$ 74,172,516	Inflation	\$ 606,300		\$ 202.64	13,326	\$ 2,700,357	3.6%
	P/T	\$ 239.00	60,890	\$ 14,552,710	Replacement Capital	1,605,300		\$ 8.70	60,890	\$ 529,812	3.6%
	Summer	\$ 249.00	30,795	\$ 7,667,955	Fringe Benefits	916,500		\$ 9.07	30,795	\$ 279,163	3.6%
	Graduate F/T	\$ 990.00	555	\$ 549,450	2% CEC	971,100		\$ 36.04	555	\$ 20,004	3.6%
	Graduate P/T	\$ 55.00	6,670	\$ 366,850				\$ 2.00	6,670	\$ 13,356	3.6%
	Nonresident	\$ 10,400.00	1,453	\$ 15,111,200				\$ 378.63	1,453	\$ 550,145	3.6%
	Nonresident P/T	\$ 92.00	1,900	\$ 174,800				\$ 3.35	1,900	\$ 6,364	3.6%
	Total			\$ 112,595,481	Total Maintenance	\$ 4,099,200				\$ 4,099,200	
<b>ISU</b>	F/T	\$ 5,796.00	8,600	\$ 49,845,600	Inflation	\$ 454,000		\$ 368.16	8,600	\$ 3,166,189	6.4%
	P/T	\$ 290.00	48,000	\$ 13,920,000	Replacement Capital	3,095,900		\$ 18.42	48,000	\$ 884,198	6.4%
	Graduate F/T	\$ 1,028.00	816	\$ 838,848	Fringe Benefits	454,300		\$ 65.30	816	\$ 53,284	6.4%
	Graduate P/T	\$ 52.00	6,543	\$ 340,236	2% CEC	494,300		\$ 3.30	6,543	\$ 21,612	6.4%
	Nonresident	\$ 11,236.00	500	\$ 5,618,000				\$ 713.71	500	\$ 356,855	6.4%
	Nonresident P/T	\$ 161.00	1,600	\$ 257,600				\$ 10.23	1,600	\$ 16,363	6.4%
	Total			\$ 70,820,284	Total Maintenance	\$ 4,498,500				\$ 4,498,500	
<b>UI</b>	F/T	\$ 5,856.00	8,790	\$ 51,474,240	Inflation	\$ 1,278,600		\$ 306.26	8,790	\$ 2,692,015	5.2%
	P/T	\$ 293.00	14,541	\$ 4,260,513	Replacement Capital	2,284,400		\$ 15.32	14,541	\$ 222,818	5.2%
	Summer	\$ 293.00	9,124	\$ 2,673,332	Fringe Benefits	488,300		\$ 15.32	9,124	\$ 139,811	5.2%
	Graduate F/T	\$ 826.00	899	\$ 742,574	2% CEC	624,700		\$ 43.20	899	\$ 38,835	5.2%
	Graduate P/T	\$ 41.00	18,992	\$ 778,672				\$ 2.14	18,992	\$ 40,723	5.2%
	Nonresident	\$ 12,520.00	2,104	\$ 26,342,080				\$ 654.77	2,104	\$ 1,377,646	5.2%
	Nonresident P/T	\$ 626.00	5,014	\$ 3,138,764				\$ 32.74	5,014	\$ 164,152	5.2%
	Total			\$ 89,410,175	Total Maintenance	\$ 4,676,000				\$ 4,676,000	
<b>LCSC</b>	F/T	\$ 5,348.00	2,247	\$ 12,016,956	Inflation	228,200		\$ 689.81	2,247	\$ 1,550,004	12.9%
	P/T	\$ 273.00	4,905	\$ 1,339,065	Replacement Capital	1,300,000		\$ 35.21	4,905	\$ 172,719	12.9%
	Summer	\$ 273.00	2,100	\$ 573,300	Fringe Benefits	210,100		\$ 35.21	2,100	\$ 73,947	12.9%
	Nonresident	\$ 9,532.00	60	\$ 571,920	2% CEC	158,700		\$ 1,229.48	60	\$ 73,769	12.9%
	Nonresident Asotin	\$ 3,168.00	65	\$ 205,920				\$ 408.62	65	\$ 26,561	12.9%
	Total			\$ 14,707,161	Total Maintenance	\$ 1,897,000				\$ 1,897,000	

The purpose of this report is to show the tuition increase for each institution that would be needed to generate revenue equal to the unfunded Maintenance of Current Operations (MCO) budget request components (column (d)). This analysis assumes enrollment remains flat from FY 2012 to FY 2013.

**BUSINESS AFFAIRS AND HUMAN RESOURCES**  
**APRIL 18, 2012**

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**Student Tuition and Fees History**

Comparison of Request vs. Approved

	<u>BSU</u>		<u>ISU</u>		<u>UI</u>		<u>LCSC</u>		<u>EITC</u>	
	Requested	Approved	Requested	Approved	Requested	Approved	Requested	Approved	Requested	Approved
FY01	7.4%	7.4%	7.5%	7.5%	5.5%	5.5%	7.1%	7.1%	4.0%	4.0%
FY02	8.7%	8.7%	8.6%	8.6%	9.9%	9.9%	8.2%	8.1%	4.0%	4.0%
FY03	12.0%	12.0%	12.0%	12.0%	11.9%	11.9%	11.8%	11.8%	4.0%	4.0%
FY04	10.3%	8.9%	9.9%	9.9%	10.0%	10.0%	10.0%	9.6%	4.0%	4.0%
FY05	10.0%	8.3%	7.3%	7.3%	9.9%	8.5%	10.0%	8.5%	6.0%	6.0%
FY06	10.0%	10.0%	9.2%	8.1%	9.3%	9.3%	9.5%	9.5%	3.0%	3.0%
FY07	8.7%	7.3%	7.0%	4.8%	9.5%	5.8%	6.0%	4.9%	3.0%	3.0%
FY08	8.1%	6.2%	5.5%	5.0%	6.0%	5.0%	5.0%	5.0%	3.5%	3.5%
FY09	6.1%	5.0%	7.0%	6.0%	7.9%	5.0%	5.0%	5.0%	3.1%	2.0%
FY10	5.0%	5.0%	9.3%	6.5%	8.5%	6.5%	9.0%	7.0%	5.0%	5.0%
FY11	9.0%	9.0%	9.9%	9.0%	12.0%	9.5%	8.7%	8.7%	5.1%	5.1%
FY12	5.0%	5.0%	7.0%	7.0%	8.4%	8.4%	7.0%	7.0%	5.0%	5.0%

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**LEWIS-CLARK STATE COLLEGE**

**FY 2013 STUDENT FEE INFORMATION**

- Student Fee Recommendation Narrative Provided by Institution..... Page 3
- Provided by Board Staff:
  - Recommendations for Changes to Student Fees for FY 2013 Page 6
  - Potential Student Fee Revenue Changes for FY 2013 Page 7
  - 4-year History: Board Approved Fees plus FY 2013 Recommended Fees Page 8
  - Chart: Cost of Attending College vs. Per Capita Income Page 9
  - Chart: Cost to Deliver College Page 10
  - Chart: Annual % Increase for Fees, CPI, Income, and Average Wage Page 11
  - Chart: Fee Increase Range with Revenues Page 12

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**Lewis-Clark State College  
Student Fee Proposal**

**Proposed Changes to Student Fees**

Lewis-Clark State College (LCSC) requests approval from the State Board to increase student fees by 4.0% to sustain operations in FY2013.

The intent of the requested fee increase is to offset, to a small degree, a portion of the negative impacts from the Legislature's FY2013 budget for LCSC. Going back at least to FY2001, this will be the lowest increase ever requested by any of the four-year institutions (or subsequently approved by the State Board). Approximately 2.5% out of the requested 4.0% will be absorbed, as mandated by the Legislature, to cover FY2013 CEC and benefit increases for employees. The net impact is that the requested 4.0% student fee increase produces only 1.5% of new revenue, or approximately \$220,000.

Using the methodology developed by the Board staff to illustrate the student fee increase which would be needed for LCSC to cover its unfunded Maintenance of Current Operations (MCO) requirements, the following is the fee increase needed to cover inflation and replacement capital items:

- LCSC 12.87%

The rationale for limiting our request to only 4.0% is to preserve access for our most financially-strapped students and their families who must deal with real-world inflationary costs and stagnant federal and state need-based support. State support has not kept up with LCSC's growth over the past four years as higher education has served as an emergency budget stabilization fund for other State programs since FY2009. Our minimal student fee request is admittedly a gamble, taken with the hope of precluding significant program and service cutbacks as we wait for the economic recovery to gain traction. In theory, in a "normal" budget environment, we would expect LCSC student fee requests to parallel the national rate of inflation, nominally around 3%. The effective "ask" from LCSC for FY2013 (after subtracting the 2.5% allocated by the Legislature for employee salaries and benefits) is only 1.5%--only half the expected rate of increase in a normal year.

LCSC's student senate passed a resolution asking that approximately one percent of the 4.0% increase go toward additional funding for student activities—which would have allocated about half of the net proceeds of the increase (\$111,000) to programs to support student engagement (arts, drama, entertainment, intramurals, and outdoor recreation). Administration was unwilling to risk increasing student activity funding by that amount without increasing LCSC's request above 4.0%. The request being presented by LCSC would increase student activity funding by approximately \$45,000—representing an increase of \$10 per semester per student.

The resulting net revenue out of our 4.0% request (after deducting the Legislature's salary/benefit earmarks of \$365,000 and the proposed \$45,000 student activity fee

**BUSINESS AFFAIRS AND HUMAN RESOURCES**  
**APRIL 18, 2012**

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bump) which will be available for use in instructional programs and infrastructure is approximately \$175,000.

The net impact of LCSC's 4.0% student fee increase will be an increase of \$107 dollars per semester per student (\$214 per year), increasing annual tuition from \$5,348 to \$5,562. The increased tuition rate remains well below LCSC's peers and below the WICHE median. The new rate slightly exceeds (by \$12) the annual Pell Grant maximum for disadvantaged students.

Concurrently, LCSC will continue to strive to hold other student out-of-pocket costs as low as possible (room and board, textbooks, parking) as outlined below.

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

- LCSC has increased its efficiency by delivering courses to a growing number of students without concomitant increases to faculty and staff. While unduplicated headcount grew by 12% between fall 2009 and fall 2011, full-time faculty positions decreased over the same period from 173 to 172, and other staff remained steady, despite a major increase in workload generated by record enrollment levels. For example, LCSC carries out its core financial operations (Controller's Office, Budget Office, and Purchasing) with a total of 16 personnel—serving 5,000 students. The number of courses and credits taught by faculty increased, along with class sizes.
- LCSC has worked hard to minimize non-tuition costs for students. Student parking permits cost \$5 per year. Residential housing is available for as little as \$2,500 per year and we offer meal plans starting as low as \$975 per semester. LCSC was the first institution to implement textbook rental programs at the bookstore, and we have a task force pursuing electronic text and open source curriculum options. We control costs to provide access and keep the door open to students of all means—but that addresses only the first tier in the pyramid of students needs. We employ program quality—direct engagement and individual attention—to transform students' lives and prepare them for productive and satisfying lives as citizens. We have worked aggressively to pool resources and provide affordable options for student health care, within the State Board's mandated policy.
- LCSC will continue to adhere to a very lean personnel structure to stretch limited dollars. LCSC has been holding down costs with a skeletal, flat administrative structure with two vice presidents, without associate or assistance vice presidents, without associate or assistant deans, and without teaching assistants. "Dual-hatting" (assigning multiple functions to individuals and units) is used where feasible—the Athletic Director is dual-hatted as a head coach; LCSC also uses dual-hatting to avoid expenditures for a full-time General Counsel/Legal Staff and Governmental Relations officers (lobbyists).

## **BUSINESS AFFAIRS AND HUMAN RESOURCES**

**APRIL 18, 2012**

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- During this period, LCSC has deferred maintenance expenditures other than “must pay” and emergency items. The college is working with the Division of Public Works on a Performance Based Service Contract to self-fund energy upgrades to antiquated systems. Former student rental properties have been converted to office space to accommodate new grant-funded programs.

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

- A sensitivity analysis of fee scenarios indicates that a 1.0% reduction from our requested 4.0% fee increase would result in an additional loss of \$149,000 to LCSC funding, reducing net usable new funds to only \$26,000. In a FY2013 budget which includes no inflationary or replacement capital outlay funding, this reduction would represent a real-dollar budget cut for LCSC, necessitating program reductions and further drawdown of remaining reserves. Any reduction by the Board in LCSC’s student fee request would also be subject to the risk of enrollment changes—for example, if enrollment-generated fees drop by 1% (rather than remaining flat as in LCSC’s current assumption), a 1% fee reduction scenario would reduce operating funds by approximately \$253,000, requiring immediate cuts in operations.

**How has the FY2013 appropriation affected your fee request?**

- As described above, the FY2013 appropriation (specifically, the lack of funding for the majority of LCSC’s MCO requests and our single strategic initiative line item request) is the overriding driver behind the request for a 4.0% fee increase—the request will generate only \$175,000 (approximately 10%) of the approximately \$1.9M gap remaining for MCO, not including maintenance or other needs. The apportionment of 45% of FY2013 employee CEC and benefit increases to student fees also drives our request for additional funding.

LCSC’s students—and the State—benefit from the College’s sharp focus on student-centered baccalaureate, associate, and certificate programs, and the College’s pragmatic approach for dealing with remedial and financial needs. Continued erosion of appropriated funding would disproportionately impact students with limited financial resources and greater need for remediation and individualized attention in order to succeed in programs leading to gainful employment and productive citizenship.

# LEWIS-CLARK STATE COLLEGE

## Changes to Student Fees for FY 2013 Annual Full-Time Fees and Part-Time Credit Hours Fees

	Bd	FY12	FY13	Requested		
Student Fees:	Appv	Fees	Initial Notice	FY13 Fees	Change	% Chg.
<b>1 Full-time Fees:</b>						
2 Tuition Fee	**	\$4,144.00	\$4,358.00	\$4,338.00	\$194.00	4.7%
3 Technology Fee	**	70.00	70.00	70.00	0.00	0.0%
4 Facilities Fees	**	468.00	468.00	468.00	0.00	0.0%
5 Student Activity Fees	**	666.00	666.00	686.00	20.00	3.0%
6 <b>Total Full-time Fees</b>		<u>\$5,348.00</u>	<u>\$5,562.00</u>	<u>\$5,562.00</u>	<u>\$214.00</u>	<u>4.0%</u>
7						
<b>8 Part-time Credit Hour Fees:</b>						
9 Education Fee	**	\$228.00	\$240.00	\$240.00	\$12.00	5.3%
10 Technology Fee	**	4.25	4.25	4.25	0.00	0.0%
11 Facilities Fees	**	13.75	13.75	13.75	0.00	0.0%
12 Student Activity Fees	**	27.00	27.00	27.00	0.00	0.0%
13 <b>Total Part-time Cr Hr Fees</b>		<u>\$273.00</u>	<u>\$285.00</u>	<u>\$285.00</u>	<u>\$12.00</u>	<u>4.4%</u>
14						
<b>15 Summer Credit Hour Fees:</b>						
16 Education Fee	**	\$180.99	\$190.65	\$190.65	\$9.66	5.3%
17 Technology Fee	**	4.25	4.25	4.25	0.00	0.0%
18 Facilities Fees	**	13.75	13.75	13.75	0.00	0.0%
19 Student Activity Fees	**	74.01	76.35	76.35	2.34	3.2%
20 <b>Total Summer Cr Hr Fees</b>		<u>\$273.00</u>	<u>\$285.00</u>	<u>\$285.00</u>	<u>\$12.00</u>	<u>4.4%</u>
21						
<b>22 Other Student Fees:</b>						
23 Nonresident Tuition:						
24 Nonres Tuition	**	\$9,532.00	\$9,914.00	\$9,914.00	\$382.00	4.0%
25 Nonres Tuition-Asotin County	**	\$3,168.00	\$3,168.00	\$3,168.00	\$0.00	0.0%
26 Professional Fees:						
27 None						
28 Other Fees:						
29 Western Undergrad Exchge	**	\$2,674.00	\$2,781.00	\$2,781.00	\$107.00	4.0%
30 In-service Fees/Cr Hr - Undergrad	**	\$92.00	\$92.00	\$92.00	\$0.00	0.0%
31 Overload (20 cr. or more)	**	\$273.00	\$285.00	\$285.00	\$12.00	4.4%
32						
33						
34						
35						
36						
37 <u>Change to Student Activity Fees:</u>						
38 Full-time:						
39 Center for Arts & History		\$1.00	\$0.00	\$1.50	\$0.50	50.0%
40 Drama		\$8.00	\$0.00	\$11.00	\$3.00	37.5%
41 Intramurals - Competition		\$15.50	\$0.00	\$21.50	\$6.00	38.7%
42 Outdoor Recreation		\$7.00	\$0.00	\$10.00	\$3.00	42.9%
43 Student Programming		\$19.00	\$0.00	\$26.50	\$7.50	39.5%
44		<u>\$50.50</u>	<u>\$0.00</u>	<u>\$70.50</u>	<u>\$20.00</u>	<u>39.6%</u>

**Student fee increases will be effective with the Summer 2012 session.**

50 Student Health Insurance Premium \$1,232 Unknown Unknown

# LEWIS-CLARK STATE COLLEGE

## Potential Student Fee Revenue Changes for FY 2013

### Due to Enrollment and Fee Changes

Student Fees:	Projected HC/SCH Enrollmt		Potential Revenue Generated Due to Enrollment and Fee Change			
	FY12	FY13	Enrollment Changes		Fee Changes	
			Gen Educ	Local	Gen Educ	Local
1 <b>Full-time Fees:</b>		0.0%				
2 Matriculation Fee	2,247	2,247	\$0		\$435,000	
3 Technology Fee	2,247	2,247		0		0
4 Facilities Fees	2,247	2,247		0		0
5 Student Activity Fees	2,247	2,247		0		45,000
6 <b>Total Full-time Fees</b>			\$0	\$0	\$435,000	\$45,000
7						
8 <b>Part-time Credit Hour Fees:</b>		0.0%				
9 Education Fee	4,905	4,905	\$0		\$59,000	
10 Technology Fee	4,905	4,905		0		0
11 Facilities Fees	4,905	4,905		0		0
12 Student Activity Fees	4,905	4,905		0		0
13 <b>Total Part-time Cr Hr Fees:</b>			\$0	\$0	\$59,000	\$0
14						
15 <b>Summer Credit Hour Fees:</b>		0.0%				
16 Education Fee	2,100	2,100	\$0		\$21,000	
17 Technology Fee	2,100	2,100		0		0
18 Facilities Fees	2,100	2,100		0		0
19 Student Activity Fees	2,100	2,100		0		5,000
20 <b>Total Summer Cr Hr Fees</b>			\$0	\$0	\$21,000	\$5,000
21						
22 <b>Other Student Fees:</b>						
23 Nonresident Tuition:						
24 Nonres Tuition	60	60	\$0		\$23,000	
25 Nonres Tuition-Asotin County	65	65	0		0	
26 Professional Fees:						
27 None						
28 Other Fees:						
29 Western Undergrad Exchge	60	60	0		6,500	
30 In-service Fees/Cr Hr - Undergrad			0		0	
31 Overload (20 cr. or more)			0		0	
32 <b>Total Other Student Fees</b>			\$0	\$0	\$29,500	\$0
33						
34 <b>Total Additional Student Fee Revenue</b>			\$0	\$0	\$544,500	\$50,000
35						
36						
37 <u>Change to Student Activity Fees:</u>						
38 Full-time:						
39 Center for Arts & History	2,247	2,247		-		1,200
40 Drama	2,247	2,247		-		6,700
41 Intramurals - Competition	2,247	2,247		-		13,500
42 Outdoor Recreation	2,247	2,247		-		6,700
43 Student Programming	2,247	2,247		-		16,900
44				\$0		\$45,000

Student fees increases will be effective with the Summer 2012 session.

# LEWIS-CLARK STATE COLLEGE

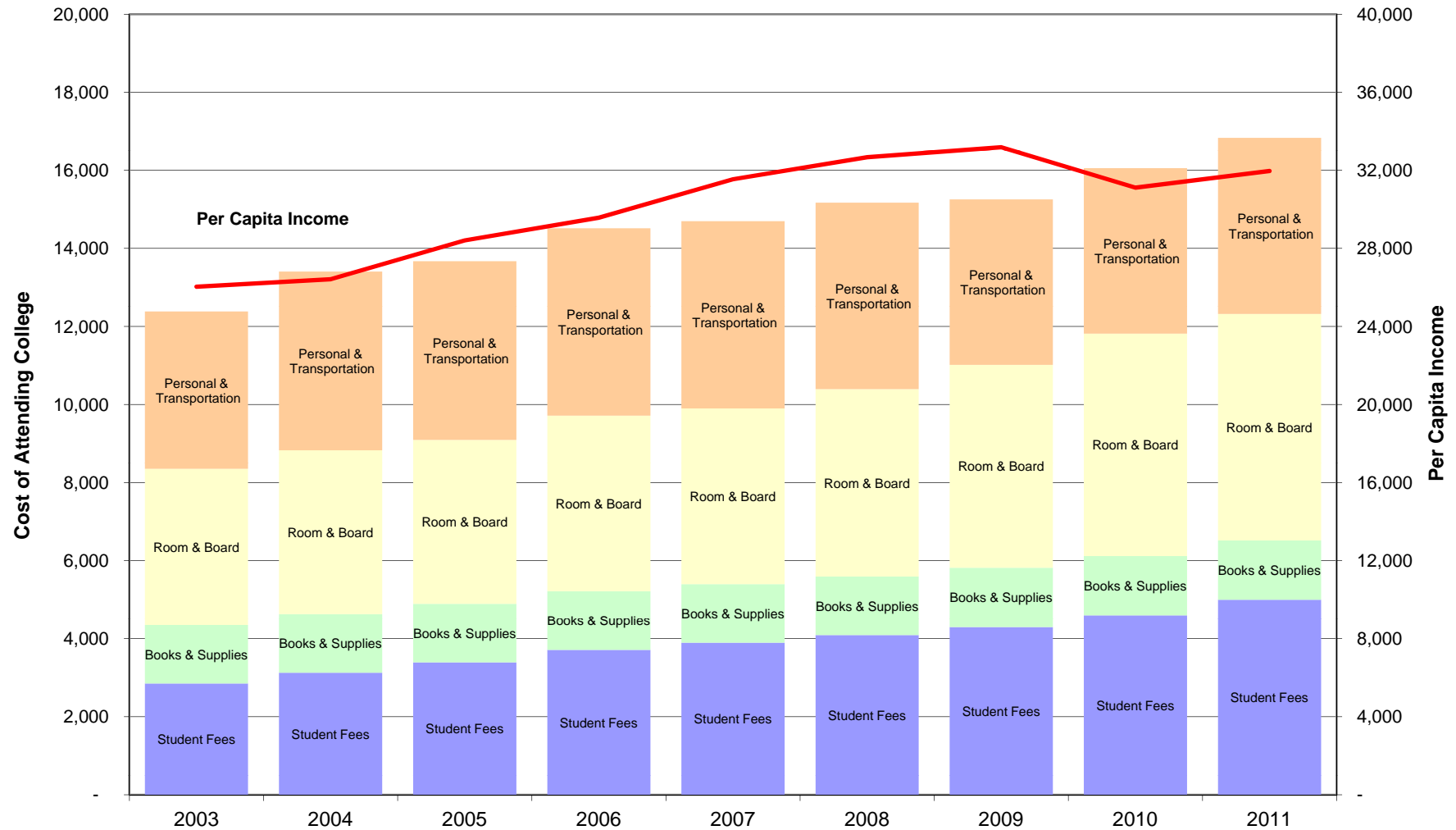
## 4-year History of Board Approved Fees plus FY13 Requested Fees

### Annual Full-Time Fees and Part-Time Credit Hours Fees

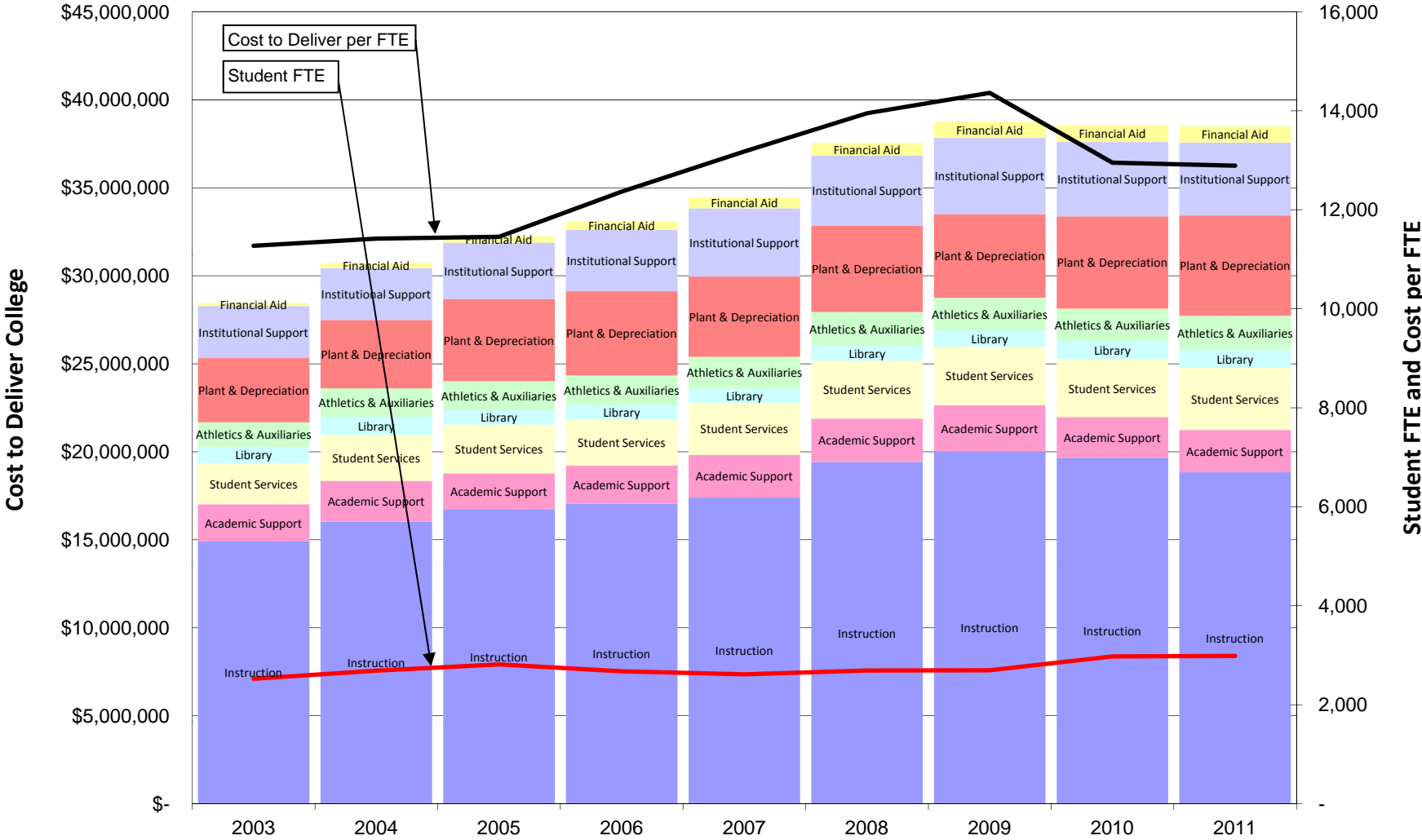
Student Fees:		FY 2009	FY 2010	FY 2011	FY 2012	Request FY 2013	4-Year Increase	% Increase
1	<b>Full-time Fees</b>							
2	Tuition (Unrestricted)	\$ 3,092.00	\$ 3,392.00	\$ 3,794.00	\$ 4,144.00	\$ 4,338.00	\$ 1,246.00	40.3%
3	Technology Fee	70.00	70.00	70.00	70.00	70.00	-	0.0%
4	Facilities Fees	468.00	468.00	468.00	468.00	468.00	-	0.0%
5	Student Activity Fees	666.00	666.00	666.00	666.00	686.00	20.00	3.0%
6	<b>Total Full-time Fees</b>	<u>\$ 4,296.00</u>	<u>\$ 4,596.00</u>	<u>\$ 4,998.00</u>	<u>\$ 5,348.00</u>	<u>\$ 5,562.00</u>	<u>\$ 1,266.00</u>	<u>29.5%</u>
7	Percentage Increase	5.0%	7.0%	8.7%	7.0%	4.0%		
8								
9	<b>Part-time Credit Hour Fees</b>							
10	Education Fee	\$ 170.00	\$ 189.00	\$ 210.00	\$ 228.00	\$ 240.00	\$ 70.00	41.2%
11	Technology Fee	4.25	4.25	4.25	4.25	4.25	-	0.0%
12	Facilities Fees	13.75	13.75	13.75	13.75	13.75	-	0.0%
13	Student Activity Fees	27.00	27.00	27.00	27.00	27.00	-	0.0%
14	<b>Total Part-time Cr Hr Fees</b>	<u>\$ 215.00</u>	<u>\$ 234.00</u>	<u>\$ 255.00</u>	<u>\$ 273.00</u>	<u>\$ 285.00</u>	<u>\$ 70.00</u>	<u>32.6%</u>
15								
16	<b>Summer Credit Hour Fees</b>							
17	Education Fee	\$ 126.72	\$ 145.72	\$ 162.99	\$ 180.99	\$ 190.65	\$ 63.93	50.4%
18	Technology Fee	4.25	4.25	4.25	4.25	4.25	-	0.0%
19	Facilities Fees	13.75	13.75	13.75	13.75	13.75	-	0.0%
20	Student Activity Fees	70.28	70.28	74.01	74.01	76.35	6.07	8.6%
21	<b>Total Summer Cr Hr Fees</b>	<u>\$ 215.00</u>	<u>\$ 234.00</u>	<u>\$ 255.00</u>	<u>\$ 273.00</u>	<u>\$ 285.00</u>	<u>\$ 70.00</u>	<u>32.6%</u>
22								
23	<b>Other Student Fees</b>							
24	Nonresident Tuition:							
25	Nonres Tuition	\$ 7,654.00	\$ 8,190.00	\$ 8,908.00	\$ 9,532.00	\$ 9,914.00	\$ 2,260.00	29.5%
26	Nonres Tuition-Asotin County	\$ 3,168.00	\$ 3,168.00	\$ 3,168.00	\$ 3,168.00	\$ 3,168.00	\$ -	0.0%
27	Other Fees:							
28	Western Undergrad Exchge	\$ 2,148.00	\$ 2,298.00	\$ 2,499.00	\$ 2,674.00	\$ 2,781.00	\$ 633.00	29.5%
29	In-service Fees/Cr Hr - Undergrad	\$ 78.00	\$ 83.00	\$ 87.00	\$ 92.00	\$ 96.00	\$ 18.00	23.1%
30	Overload (20 cr. or more)	\$ 215.00	\$ 234.00	\$ 255.00	\$ 273.00	\$ 285.00	\$ 70.00	32.6%

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

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

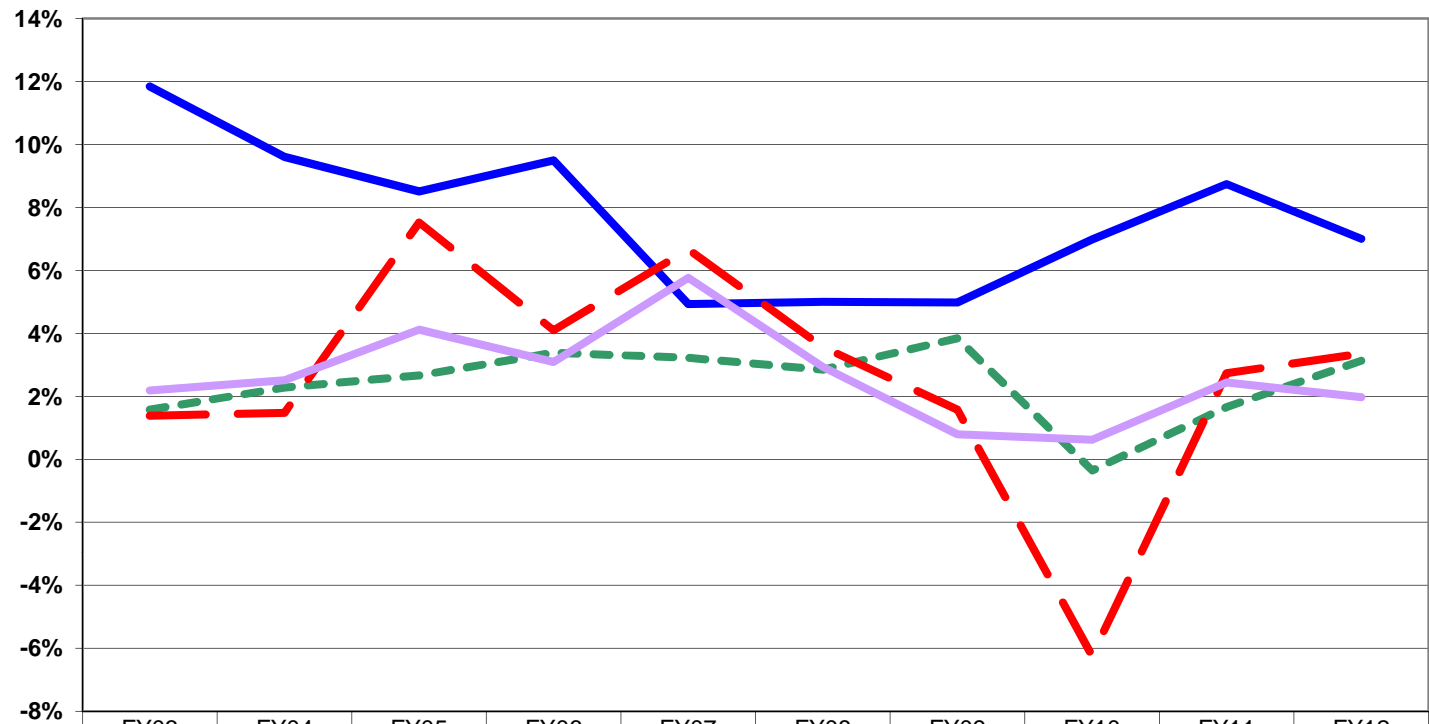


# Cost to Deliver College Lewis-Clark State College





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



	FY03	FY04	FY05	FY06	FY07	FY08	FY09	FY10	FY11	FY12
Resident Fees	11.84%	9.61%	8.51%	9.49%	4.93%	5.00%	4.99%	6.98%	8.75%	7.00%
Consumer Price Index	1.58%	2.28%	2.66%	3.39%	3.23%	2.85%	3.84%	-0.36%	1.66%	3.14%
Idaho Per Capita Income	1.38%	1.47%	7.52%	4.10%	6.67%	3.57%	1.57%	-6.24%	2.74%	3.36%
Idaho Average Annual Wage	2.19%	2.51%	4.12%	3.09%	5.76%	2.94%	0.80%	0.62%	2.44%	1.97%

Source: Idaho Commerce and Labor; Bureau of Economic Analysis, U.S. Department of Commerce; Division of Financial Management Economic Forecast, January 2012

# Lewis-Clark State College

## Fee Increase Range with Revenues

Full-time Undergraduate Resident and Nonresident Fee  
Does not include revenue from projected enrollment changes

		Current FY 2012	Request FY 2013	% Increase	Change		
1							
2	<b>Resident</b>	\$5,348.00	\$5,562.00	4.00%	\$214.00		
3	<b>Nonresident</b>	\$9,532.00	\$9,914.00	4.01%	\$382.00		
4							
5		<b>Resident</b>			<b>Nonresident</b>		
6	%	<b>Total</b>	<b>Change</b>	<b>Revenue</b>	<b>Total</b>	<b>Change</b>	<b>Revenue</b>
7	1.00%	\$5,402	\$54	\$121,300	\$9,628	\$96	\$5,800
8	1.50%	\$5,430	\$82	\$184,300	\$9,676	\$144	\$8,600
9	2.00%	\$5,456	\$108	\$242,700	\$9,724	\$192	\$11,500
10	2.50%	\$5,482	\$134	\$301,100	\$9,772	\$240	\$14,400
11	3.00%	\$5,510	\$162	\$364,000	\$9,818	\$286	\$17,200
12	3.50%	\$5,536	\$188	\$422,400	\$9,866	\$334	\$20,000
13	4.00%	\$5,562	\$214	\$480,900	\$9,914	\$382	\$22,900
14	4.50%	\$5,590	\$242	\$543,800	\$9,962	\$430	\$25,800
15	5.00%	\$5,616	\$268	\$602,200	\$10,010	\$478	\$28,700
16	5.50%	\$5,644	\$296	\$665,100	\$10,058	\$526	\$31,600
17	6.00%	\$5,670	\$322	\$723,500	\$10,104	\$572	\$34,300
18	6.50%	\$5,696	\$348	\$782,000	\$10,152	\$620	\$37,200
19	7.00%	\$5,724	\$376	\$844,900	\$10,200	\$668	\$40,100
20	7.50%	\$5,750	\$402	\$903,300	\$10,248	\$716	\$43,000
21	8.00%	\$5,776	\$428	\$961,700	\$10,296	\$764	\$45,800
22	8.50%	\$5,804	\$456	\$1,024,600	\$10,344	\$812	\$48,700
23	9.50%	\$5,858	\$510	\$1,146,000	\$10,438	\$906	\$54,400
24	10.00%	\$5,884	\$536	\$1,204,400	\$10,486	\$954	\$57,200

**UNIVERSITY OF IDAHO**

**FY 2013 STUDENT FEE INFORMATION**

- Student Fee Recommendation Narrative Provided by Institution Page 3
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**BUSINESS AFFAIRS AND HUMAN RESOURCES**  
**APRIL 18, 2012**

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

**The Fee Process**

The University of Idaho collaborative fee process started in October with the Associated Student Fee Committee (ASFC) meeting with each dedicated activity fee recipient as part of a student-initiated comprehensive review of these fees. During the fall there were also preliminary discussions between executive and student leadership about the financial prospects for the coming year and how student activity fees fit into that overall financial picture. The process resumed in January with active participation throughout the remainder of the process by the ASFC. This representative committee included student leaders from the Associated Student of the University of Idaho, the Graduate and Professional Students Association (GSPA) and the Student Bar Association representing the law school. In addition, the Executive Vice President/Provost and the Executive Director of Planning and Budget met with ASUI Leadership, and also with the representatives of the Graduate and Professional Students Association, to provide a more extensive review of FY12 finances as well as possible scenarios for FY13 finances. A public meeting of the ASFC was held on February 02, 2012, wherein each unit presented their fee request. Auxiliary units and others requesting dedicated fee support presented requests for program maintenance and expansion and new programs and activities. The meeting was attended by students and university community members.

The ASFC committee met several times in February to discuss the fee requests from each unit as well as to review existing activity fees based on the Fall 2011 process. A comprehensive fee proposal was developed by student leaders and presented to executive leadership on February 28<sup>th</sup>. This fee proposal included the elimination of several existing activity fees the committee felt were no longer being well utilized which resulted in an overall flat dedicated activity fee. The formal University Notice of Intent to Adopt Student Fee and Rate Increases was issued on March 6<sup>th</sup> as required by Board Policy. The period of public comment began on March 22<sup>nd</sup> with a public presentation on proposed student fees. The public comment period is open until April 17<sup>th</sup>. During this period, students and interested citizens may provide comment, in writing, regarding the proposed fee increases. These comments will be forwarded to the Regents along with notes of the March 22<sup>nd</sup> Open Forum.

**Fee Request Overview**

The University of Idaho respectfully requests a 6.1% increase in full-time student tuition and fees of \$356 from \$5,856 per year in FY12 to \$6,212 per year in FY13 combined with a \$268 increase to full-time non-resident tuition from \$12,520 to \$12,788 per year. This will bring the total full-time non-resident tuition and fee package to \$19,000 per year. Part-time student fees for academic year participation are increasing from \$293 in FY12 to \$311 per credit in FY13 and summer rates for the summer of 2013 from \$293 to \$311 per credit respectively. The ASFC supports this fee increase request and the

**BUSINESS AFFAIRS AND HUMAN RESOURCES**  
**APRIL 18, 2012**

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corresponding increase in tuition. This general student fee increase is a critical part of a bundle of fee increases aimed at meeting our essential missions of education, research and outreach as well as implementing the institution's strategic plan. In addition, the University plans to increase graduate tuition by 15% (from \$826 to \$950).

The University of Idaho general fee increase request is structured to provide a reasonable likelihood (in the context of other revenue sources, substantial efforts at cost efficiencies, and program consolidations and eliminations) of covering the mandated cost increases that exceed the level of new state support, particularly the Change in Employee Compensation at 2%, and enabling the institution and its students to continue some movement forward in achieving strategic goals. It does not attempt to make up for the base reductions taken in FY09 and FY10. The key to the fee increase is the level of increase available from University of Idaho tuition.

The Associated Student Fee Committee has recommended a zero dollar increase in student activity fees, and has done so, in large part, to provide administration flexibility while at the same time keeping the tuition and fee increases to a minimum. Student leadership recognizes tuition revenue as the most flexible revenue resource available to meet critical financial needs, to maintain program quality and to move the institution toward its goals.

In making this overall fee increase, the University has been mindful of the comparative costs of attending peer institutions, the overall rate of fee increases at those comparable institutions and the impact any such fee increase might have on access to institutional programs. University and student leadership have also given thought to the negative financial consequences of a smaller fee increase, which would result in being stalled at current operational levels and eliminating the ability to move the institution forward to provide improved instruction and student retention.

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

**Undergraduate Tuition**

The University of Idaho is requesting a 6.1% increase to the undergraduate tuition of \$356.00 per full-time student per year.

**Facilities Fee**

The University of Idaho is not requesting an increase in the facility fee for FY13. This is part of our overall strategy of focusing our resources on tuition revenue that now provides the flexibility necessary to meet any and all of the operating issues in the General Education budget, including critical needs in the area of facility maintenance. The current Facilities fee is \$790.50 per full-time student per year and is devoted to debt service on incurred debt.

### **Technology Fee**

The University of Idaho is not requesting an increase in the technology fee for FY13. Once again, this is consistent with our strategy of focusing our resources on tuition that now provides us the flexibility necessary to meet any and all of the operating issues in the General Education budget, including any critical needs in the area of technology support. The current Technology fee is \$125.40 per full-time student per year and the revenue from this fee goes towards covering three major technology service areas:

- Internet Bandwidth
- Wireless Networking
- Internet Security

### **Activities Fees**

The University of Idaho is not requesting an increase in activities fees for FY13. The Associated Student Fee Committee instead focused on an audit and evaluation of existing fees which led to the elimination of several activity fees and the redirection of those dollars to other areas for a net zero change from FY12 to FY13. Fees eliminated include Locker Services, Student Research Grants and Transit Service. Programs receiving additional funding include Associated Students of the University of Idaho, Campus Recreation, Commons/Student Union, Student Health Services, Counseling and Testing, Early Childhood Center, and the Women's Center/LGBQTA with much of the increase in these areas going to support increased benefit costs and the anticipated 2% CEC. In addition, a new fee was established for the Native American Center.

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

Response: In FY12 the University of Idaho engaged in all of the following cost containment/efficiency activities:

- Continued efforts to reduce the number of sections of very small classes and increased average overall class size,
- Reorganized the General Education core curriculum with redistributed requirements,
- Completed an effective outcomes assessment program for all programs,
- Completed an assessment of curriculum efficiencies in every degree program,
- Restructured institutionally provided financial aid to be more effective and more strategic,
- Continued improved admissions practices and training for admissions effectiveness,

**BUSINESS AFFAIRS AND HUMAN RESOURCES**  
**APRIL 18, 2012**

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- Initiated an additional \$0.5 million in facility repair projects using interest earnings. These improvements will both save dollars through more efficient facilities and will increase Federal F&A return on research grants,
- Completed an institution-wide restructuring of Institutes and Centers for more effective instruction and research and to be positioned strategically for future growth,
- Reorganized the administration of university-wide degree programs under a cross-university oversight board to improve coordination and efficiency,
- Held an academic hiring coordination retreat at which academic leaders presented their hiring plans linked to unit and university strategic plans integrating hires into strategic areas of emphasis,
- Continued to implement a multi-step process to improve student retention,
- Required all hiring decisions to be reviewed, on behalf of the President, by the Executive Director Planning and Budget,
- Continued new initiatives in student retention, and
- Increased the number of research grant and contract submissions.

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

Response: In collaboration with student leadership, the University of Idaho general fee increase request for FY13 is structured to provide maximum resources to the university's tuition revenue. Each of the parties, student leadership and the institution's executive team, understand that tuition revenue has the maximum flexibility to meet on-going operational needs of the institution and the ability to rebuild the quality of our academic programs. About two thirds of the total tuition and fee increase are absolutely essential in order to cover the costs of the mandated 2% salary increase, the increase cost of medical benefits and to meet required cost increases not otherwise covered by the additional state appropriations for EWA and occupancy costs. A reduction of the requested fee increase would result in less tuition revenue and could require budget cuts to General Education funded units in order to meet the requirements of salary and benefit increases and other mandatory expense increases such as contract obligations, utility rate increases and Library inflation.

Student leadership is very supportive of the remaining portion of the student fee increase as a means of beginning to move the university forward to provide improved educational opportunities. This includes funding for Library acquisitions and new faculty positions to expand and enhance the learning experience in virtually all of the colleges.

Even with the requested fee increase, the General Education budget of the university must absorb more than \$3.6 million in cost increases due to the impact of inflation on the cost of purchased goods and the need for capital equipment replacement.



**BUSINESS AFFAIRS AND HUMAN RESOURCES**  
**APRIL 18, 2012**

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Over the past three years, the University has eliminated more than 200 FTE in faculty and staff positions and has consolidated or eliminated 35 programs. We are operating at a level that is now more than 20% more efficient, on a per student basis, than we were just 11 years ago. However, further increases in “efficiency” have reached the point where we are now reducing effectiveness – class sizes are larger; classes are offered less frequently; eliminated programs are no longer available; and classes are increasingly taught by adjunct and temporary faculty. The University wants to increase both its retention and graduation rates, but these require more than triage intervention. It requires that the institution be able to maintain enthusiasm and retention among its faculty and staff – as well as among its students; it requires adequate space and facilities to provide a quality experience

The University leadership’s focus for FY12, as it will be for FY13, was to sustain, and now grow, those aspects of our operation that best poise us for growth and success – student enrollments and engaged research activity are two of those areas. We believe we are at a critical point of opportunity in FY13. The fee increase we have requested has been thoroughly vetted and discussed, is supported by students, and is essential to providing the University of Idaho with the wherewithal to move from a period of cutting to a period of investing, growth and viability.

**How has the FY2013 appropriation affected your fee request?**

The FY13 appropriations for CEC, EWA and occupancy costs are very much appreciated and very helpful in sustaining the university at current operating levels. Nevertheless, the CEC increase covers about 60% of the total cost of a 2% salary increase for staff on state funding and leaves the institution and its students to increase funding to meet the remaining 40% of this expense as well as the related salary increases for staff that are not on the General Education budget. The increases in occupancy costs and the enrollment workload adjustment funding also help the institution in meeting required cost increases (utilities, contractual obligations, etc.). However, students will once again have to step in to cover critical cost increases such as inflationary increases on the cost of Library periodicals and serials and the cost for faculty promotions in rank – both of which are beyond the level of increased support provided by the state. Overall, the increased state support enables the institution to use a reasonable, and student supported, tuition and fee increase to cover new financial obligations for salary and benefit changes as well as annual obligatory cost increases for utilities, contractual agreements and other normal increases in university operating costs.

# UNIVERSITY OF IDAHO

## Changes to Student Fees for FY 2013 Annual Full-Time Fees and Part-Time Credit Hours Fees

Student Fees:		Bd	FY12	FY13	Requested		
		Appv	Fees	Initial Notice	FY13 Fees	Change	% Chg.
1	<b>Full-time Fees:</b>						
2	Tuition	**	\$3,874.18	\$4,230.18	\$4,230.18	\$356.00	9.2%
3	Technology Fee	**	125.40	125.40	125.40	0.00	0.0%
4	Facilities Fees	**	790.50	790.50	790.50	0.00	0.0%
5	Student Activity Fees	**	1,065.92	1,065.92	1,065.92	0.00	0.0%
6	<b>Total Full-time Fees</b>		<u>5,856.00</u>	<u>6,212.00</u>	<u>6,212.00</u>	<u>356.00</u>	<u>6.1%</u>
7							
8	<b>Part-time Credit Hour Fees:</b>						
9	Education Fee	**	\$293.00	\$311.00	\$311.00	\$18.00	6.1%
10	<b>Total Part-time Cr Hr Fees: *</b>		<u>\$293.00</u>	<u>\$311.00</u>	<u>\$311.00</u>	<u>\$18.00</u>	<u>6.1%</u>
11							
12	<b>Other Student Fees:</b>						
13	Graduate Fees:						
14	Full-time Grad/Prof	**	\$826.00	\$950.00	\$950.00	\$124.00	15.0%
15	Part-time Graduate/Hour	**	\$41.00	\$48.00	\$48.00	\$7.00	17.1%
16	Part-time Graduate/Hour Summer	**	\$41.00	\$48.00	\$48.00	\$7.00	17.1%
17	Summer Session CY2012	**	\$293.00	\$311.00	\$311.00	\$18.00	6.1%
18	Outreach Programs						
19	Full-Time		\$5,856.00	\$6,212.00	\$6,212.00	\$356.00	6.1%
20	Part-Time Academic Year	**	\$293.00	\$311.00	\$311.00	\$18.00	6.1%
21	Part-Time Summer		\$293.00	\$311.00	\$311.00	\$18.00	6.1%
22	Nonresident Tuition						
23	Nonres Tuition FT (See Note A)	**	\$12,520.00	\$12,788.00	\$12,788.00	\$268.00	2.1%
24	Nonres Tuition PT (See Note A)	**	\$626.00	\$639.00	\$639.00	\$13.00	2.1%
25	Professional Fees:						
26	Law College FT	**	\$7,358.00	\$7,874.00	\$7,874.00	\$516.00	7.0%
27	Law College PT	**	\$368.00	\$394.00	\$394.00	\$26.00	7.1%
28	Law College PT Summer	**	\$368.00	\$394.00	\$394.00	\$26.00	7.1%
29	Art & Architecture FT	**	\$986.00	\$986.00	\$986.00	\$0.00	0.0%
30	Art & Architecture PT	**	\$49.00	\$49.00	\$49.00	\$0.00	0.0%
31	Art & Architecture PT Summer	**	\$49.00	\$49.00	\$49.00	\$0.00	0.0%
32	Bioregional Planning FT	**	\$1,050.00	\$1,050.00	\$1,050.00	\$0.00	0.0%
33	Bioregional Planning PT	**	\$53.00	\$53.00	\$53.00	\$0.00	0.0%
34	Bioregional Planning PT Summer	**	\$53.00	\$53.00	\$53.00	\$0.00	0.0%
35	Other Fees:						
36	Overload Fee (>18 credits)	**	\$234.50	\$252.50	\$252.50	\$18.00	7.7%
37	Western Undergrad Exchge	**	\$2,928.00	\$3,106.00	\$3,106.00	\$178.00	6.1%
38	In-service Fees/Cr Hr - UG	**	\$92.00	\$92.00	\$96.00	\$4.00	4.3%
39	In-service Fees/Cr Hr - UG Summer	**	\$92.00	\$92.00	\$96.00	\$4.00	4.3%
40	In-service Fees/Cr Hr - Grad	**	\$108.00	\$108.00	\$115.00	\$7.00	6.5%
41	In-service Fees/Cr Hr - Grad Summer	**	\$108.00	\$108.00	\$115.00	\$7.00	6.5%
42							
43							
44							
45	Changes to Student Activity Fees						
46	Full-time						
47	UI Student Groups (ASUI / GPSA / SBA)		194.00	196.00	196.00	2.00	1.0%
48	Intercollegiate Athletics		254.04	254.04	254.04	0.00	0.0%
49	Campus Recreation		127.10	133.10	133.10	6.00	4.7%
50	Commons/Union Operations		182.30	184.50	184.50	2.20	1.2%
51	Kibbie Center Operations		55.76	55.76	55.76	0.00	0.0%
52	Spirit Squad		6.00	6.00	6.00	0.00	0.0%
53	Student Services		71.50	78.30	78.30	6.80	9.5%
54	Other (Note A)		175.22	158.22	158.22	(17.00)	-9.7%
55			<u>1,065.92</u>	<u>1,065.92</u>	<u>1,065.92</u>	<u>-</u>	
56							

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

59  
60 \*\* The University of Idaho charges the same summer rate for in-state and out-of-state. All summer charges are on a per credit  
61 basis (there is no full-time summer rate).

62  
63 Student Health Insurance Premium

\$1,424.00

unknown

# UNIVERSITY OF IDAHO

## Potential Student Fee Revenue Changes for FY 13 Due to Enrollment and Fee Changes

Student Fees:	Projected		Potential Revenue Generated Due to Enrollment and Fee Changes			
	HC/SCH Enrollmt		Enrollment Changes		Fee Changes	
	FY12	FY13	Gen Educ	Local	Gen Educ	Local
<b>1 Full-time Fees:</b>		1.4%				
2 Matriculation Fee	8,790	8,916	\$486,800		\$3,174,100	
3 Technology Fee	8,790	8,916		15,800		0
4 Facilities Fees	8,790	8,916		99,300		0
5 Student Activity Fees	8,790	8,916		133,900		0
6 <b>Total Full-time Fees</b>			<b>\$486,800</b>	<b>\$249,000</b>	<b>\$3,174,100</b>	<b>\$0</b>
7						
8 <b>Part-time Credit Hour Fees:</b>		-12.2%				
9 Education Fee	14,541	12,769	(\$415,500)	271,100	\$229,800	\$0
10 <b>Total Part-time Cr Hr Fees:</b>			<b>(\$415,500)</b>	<b>\$271,100</b>	<b>\$229,800</b>	<b>\$0</b>
11						
12 <b>Other Student Fees:</b>						
13 Graduate Fees:						
14 Full-time Grad/Prof	899	867	(\$26,800)		\$107,400	
15 Part-time Grad/Prof/CrHr	18,992	16,924	(84,800)		118,500	
16 Part-time Grad/Prof/CrHr	5,157	5,247	3,700		36,700	
17 Summer Session CY2012	9,124	9,182	13,600	3,400	165,300	
18 Outreach Programs						
19 Full-Time	110	132	103,100	25,700	47,400	(400)
20 Part-Time Academic Year	17,238	15,868	(321,300)	(80,100)	285,600	
21 Part-Time Summer	8,594	8,937	80,400	20,100	160,900	
22 Nonresident Tuition						
23 Nonres Tuition - Full-Time	2104	2079	(306,700)		557,200	
24 Part-time Nonres Tuition	5,014	5,782	480,800		75,200	
25 Professional Fees:						
26 Law College FT	345	346	3,700		178,300	
27 Law College PT	145	22	(45,400)		600	
28 Law College PT Summer	576	702	46,200		18,300	
29 Art & Architecture FT	650	656	5,400		0	
30 Art & Architecture PT	690	809	5,800		0	
31 Art & Architecture PT Summer	540	759	10,700		0	
32 Bioregional Planning FT	20	13	(7,400)		0	
33 Bioregional Planning PT	40	78	2,000		0	
34 Bioregional Planning PT Summ	10	27	900		0	
35 Other Fees:						
36 Overload Fee (>18 credits)	120	84	(8,400)		1,500	
37 Western Undergrad Exchge	1,090	962	(374,800)		171,200	
38 In-service Fees/Cr Hr - UG	112	44	(6,300)		200	
39 In-service Fees/Cr Hr - UG Surr	10	76	6,100		300	
40 In-service Fees/Cr Hr - Grad	1,169	1,006	(17,600)		7,000	
41 In-service Fees/Cr Hr - Grad Su	918	753	(17,900)		5,300	
42 <b>Total Other Student Fees</b>			<b>(\$455,000)</b>	<b>(\$30,900)</b>	<b>\$1,936,900</b>	<b>(\$400)</b>
43 <b>Total Additional Student Fee Revenue</b>			<b>(\$383,700)</b>	<b>\$489,200</b>	<b>\$5,340,800</b>	<b>(\$400)</b>
44						
45 Changes to Student Activity Fees						
46 Full-time						
47 UI Student Groups (ASUI / GPS	8,790	8,916		24,400		17,800
48 Intercollegiate Athletics	8,790	8,916		31,900		0
49 Campus Recreation	8,790	8,916		16,000		53,500
50 Commons/Union Operations	8,790	8,916		22,900		19,600
51 Kibbie Center Operations	8,790	8,916		7,000		0
52 Spirit Squad	8,790	8,916		800		0
53 Student Services	8,790	8,916		9,000		60,600
54 Other **	8,790	8,916		22,000		(151,600)
55				134,000		(100)
56						
57						
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63						

# UNIVERSITY OF IDAHO

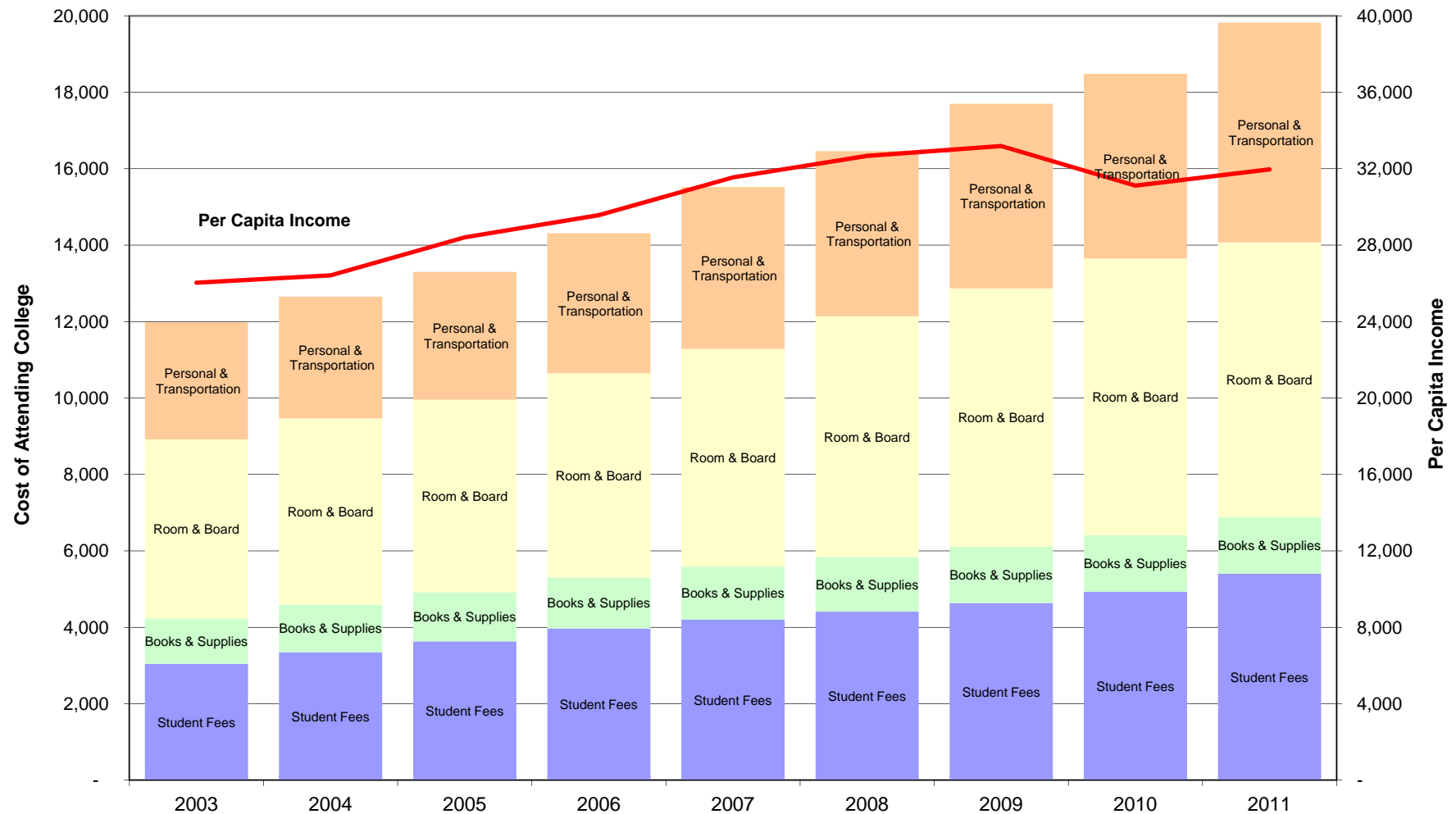
## 4-year History of Board Approved Fees plus FY13 Requested Fees Annual Full-Time Fees and Part-Time Credit Hours Fees

Student Fees:		FY 2009	FY 2010	FY 2011	FY 2012	Request FY 2013	4-Year Increase	% Increase
1	<b>Full-time Fees</b>							
2	Matriculation Fee	\$2,827.68	\$3,054.48	\$3,425.44	\$3,874.18	\$3,874.18	\$1,046.50	37.01%
3	Technology Fee	121.80	125.40	125.40	125.40	125.40	3.60	2.96%
4	Facilities Fees	680.50	710.50	790.50	790.50	790.50	110.00	16.16%
5	Student Activity Fees	1,002.02	1,041.62	1,060.66	1,065.92	1,065.92	63.90	6.38%
6	<b>Total Full-time Fees</b>	<b>4,632.00</b>	<b>4,932.00</b>	<b>5,402.00</b>	<b>5,856.00</b>	<b>5,856.00</b>	<b>1,224.00</b>	<b>26.42%</b>
7	Percentage Increase	5.0%	6.5%	9.5%	8.4%	8.4%		
8								
9	<b>Part-time Credit Hour Fees</b>							
10	Education Fee	\$238.00	\$251.00	\$270.00	\$293.00	\$293.00	\$55.00	23.11%
11	Technology Fee	0.00	0.00	0.00	0.00	0.00	0.00	0.00%
12	Facilities Fees	0.00	0.00	0.00	0.00	0.00	0.00	0.00%
13	Student Activity Fees	0.00	0.00	0.00	0.00	0.00	0.00	0.00%
14	<b>Total Part-time Cr Hr Fees</b>	<b>\$238.00</b>	<b>\$251.00</b>	<b>\$270.00</b>	<b>\$293.00</b>	<b>\$293.00</b>	<b>\$55.00</b>	<b>23.11%</b>
15								
16	<b>Other Student Fees</b>							
17	Graduate Fees:							
18	Full-time Grad/Prof	\$580.00	\$624.00	\$718.00	\$826.00	\$826.00	\$246.00	42.41%
19	Part-time Graduate/Hour	\$29.00	\$31.00	\$36.00	\$41.00	\$41.00	\$12.00	41.38%
20	Summer Session	\$228.00	\$241.00	\$271.00	\$41.00	\$293.00	\$65.00	28.51%
21	Outreach Programs	\$238.00	\$251.00	\$270.00	\$293.00	\$293.00	\$55.00	23.11%
22	Nonresident Tuition							
23	Nonres Tuition - Full-Time	\$10,080.00	\$10,080.00	\$11,592.00	\$12,520.00	\$12,520.00	\$2,440.00	24.21%
24	Part-time Nonres Tuition	\$336.00	\$504.00	\$580.00	\$626.00	\$626.00	\$290.00	86.31%
25	Professional Fees:							
26	Law College FT	\$5,670.00	\$6,220.00	\$6,820.00	\$7,358.00	\$7,358.00	\$1,688.00	29.77%
27	Law College PT	\$288.00	\$311.00	\$341.00	\$368.00	\$368.00	\$80.00	27.78%
28	Architecture Programs FT	\$852.00	\$894.00	\$938.00	\$986.00	\$986.00	\$134.00	15.73%
29	Architecture Programs PT	\$43.00	\$45.00	\$47.00	\$49.00	\$49.00	\$6.00	13.95%
30	Bioregional Planning FT	\$0.00	\$1,000.00	\$1,000.00	\$1,050.00	\$1,050.00	New	New
31	Bioregional Planning PT	\$0.00	\$50.00	\$50.00	\$53.00	\$53.00	New	New
32	Other Fees:							
33	Overload Fee		\$251.00	\$211.50	\$234.50	\$234.50	\$234.50	N/A
34	Western Undergrad Exchge	\$2,315.00	\$2,466.00	\$2,701.00	\$2,928.00	\$2,928.00	\$613.00	26.48%
35	In-service Fees/Cr Hr - Undergrad	\$78.00	\$83.00	\$86.00	\$92.00	\$92.00	\$14.00	17.95%
36	In-service Fees/Cr Hr - Grad	\$92.00	\$98.00	\$101.00	\$108.00	\$108.00	\$16.00	17.39%

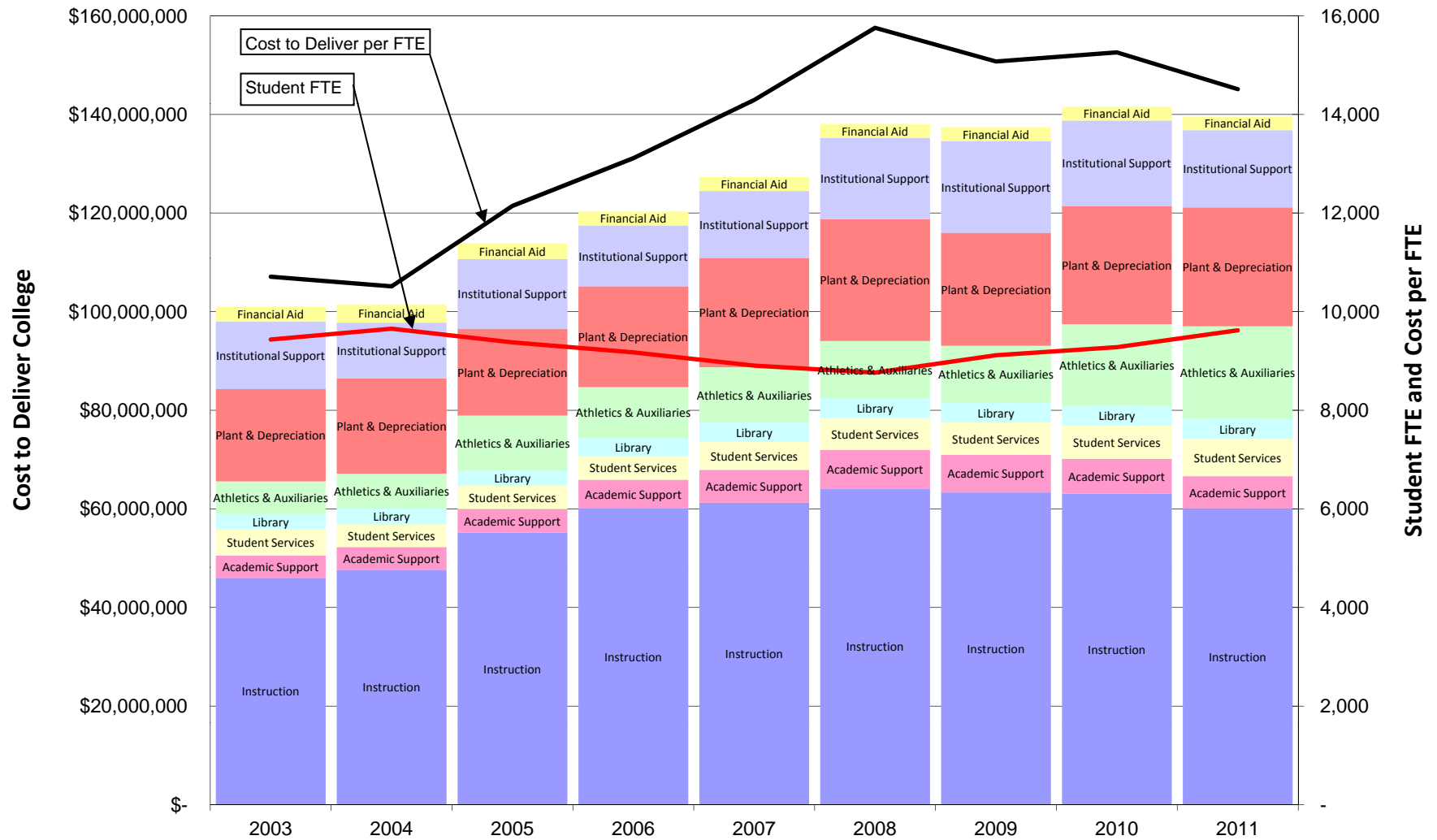
Effective Fall 09, A full time student is defined as:

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

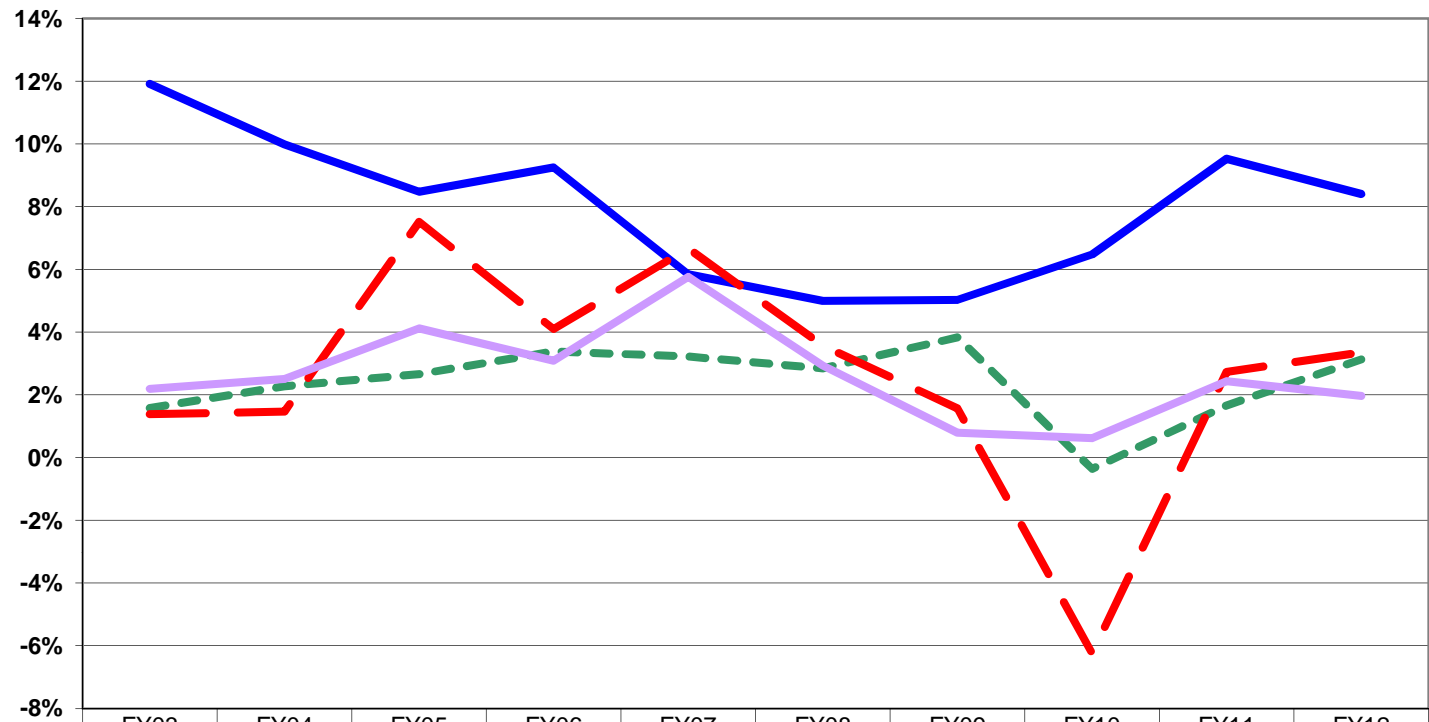
## Cost of Attending College vs. Per Capita Income University of Idaho



## Cost to Deliver College University of Idaho



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



	FY03	FY04	FY05	FY06	FY07	FY08	FY09	FY10	FY11	FY12
Resident Fees	11.91%	9.99%	8.48%	9.25%	5.85%	5.00%	5.03%	6.48%	9.53%	8.40%
Consumer Price Index	1.58%	2.28%	2.66%	3.39%	3.23%	2.85%	3.84%	-0.36%	1.66%	3.14%
Idaho Per Capita Income	1.38%	1.47%	7.52%	4.10%	6.67%	3.57%	1.57%	-6.24%	2.74%	3.36%
Idaho Average Annual Wage	2.19%	2.51%	4.12%	3.09%	5.76%	2.94%	0.80%	0.62%	2.44%	1.97%

Source: Idaho Commerce and Labor; Bureau of Economic Analysis, U.S. Department of Commerce; Division of Financial Management Economic Forecast, January 2012

# University of Idaho

## Fee Increase Range with Revenues

Full-time Undergraduate Resident and Nonresident Fee  
Does not include revenue from projected enrollment changes

1		Current	Request	%			
2	Resident	FY 2012	FY 2013	Increase	Change		
3	Nonresident	\$5,856.00	\$6,212.00	6.08%	\$356.00		
4		\$12,520.00	\$12,788.00	2.14%	\$268.00		
5		Resident			Nonresident		
6	%	Total	Change	Revenue	Total	Change	Revenue
7	1.00%	\$5,916	\$60	\$518,100	\$12,646	\$126	\$126,300
8	1.50%	\$5,944	\$88	\$759,900	\$12,708	\$188	\$188,500
9	2.00%	\$5,974	\$118	\$1,018,900	\$12,772	\$252	\$252,600
10	2.50%	\$6,004	\$148	\$1,278,000	\$12,834	\$314	\$314,800
11	3.00%	\$6,032	\$176	\$1,519,800	\$12,896	\$376	\$376,900
12	3.50%	\$6,062	\$206	\$1,778,800	\$12,960	\$440	\$441,100
13	4.00%	\$6,092	\$236	\$2,037,900	\$13,022	\$502	\$503,300
14	4.50%	\$6,120	\$264	\$2,279,600	\$13,084	\$564	\$565,400
15	5.00%	\$6,150	\$294	\$2,538,700	\$13,146	\$626	\$627,600
16	5.50%	\$6,180	\$324	\$2,797,700	\$13,210	\$690	\$691,700
17	6.00%	\$6,208	\$352	\$3,039,500	\$13,272	\$752	\$753,900
18	6.50%	\$6,238	\$382	\$3,298,600	\$13,334	\$814	\$816,000
19	7.00%	\$6,266	\$410	\$3,540,400	\$13,398	\$878	\$880,200
20	7.50%	\$6,296	\$440	\$3,799,400	\$13,460	\$940	\$942,400
21	8.00%	\$6,326	\$470	\$4,058,500	\$13,522	\$1,002	\$1,004,500
22	8.50%	\$6,354	\$498	\$4,300,200	\$13,586	\$1,066	\$1,068,700
23	9.00%	\$6,384	\$528	\$4,559,300	\$13,648	\$1,128	\$1,130,800
24	9.50%	\$6,414	\$558	\$4,818,300	\$13,710	\$1,190	\$1,193,000
25	10.00%	\$6,442	\$586	\$5,060,100	\$13,772	\$1,252	\$1,255,100



**BOISE STATE UNIVERSITY**

**FY 2013 STUDENT FEE INFORMATION**

- Student Fee Recommendation Narrative Provided by Institution..... Page 3
- Provided by Board Staff:
  - Recommendations for Changes to Student Fees for FY 2013 Page 6
  - Potential Student Fee Revenue Changes for FY 2013 Page 7
  - 4-year History: Board Approved Fees plus FY 2013 Recommended Fees Page 8
  - Chart: Cost of Attending College vs. Per Capita Income Page 9
  - Chart: Cost to Deliver College Page 10
  - Chart: Annual % Increase for Fees, CPI, Income, and Average Wage Page 11
  - Chart: Fee Increase Range with Revenues Page 12

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**BUSINESS AFFAIRS AND HUMAN RESOURCES**  
**APRIL 18, 2012**

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

The process to determine Boise State's proposed tuition and fee increase recommendations for FY 2013 was a deliberate, thoughtful and collaborative process involving students and various campus constituents. Boise State is cognizant of the need to provide access and affordability to students. These two principles continued to be a central theme in the tuition and fee hearing process. The university must also balance access and affordability with quality course offerings and financial viability.

The FY 2013 tuition and fee recommendation includes an overall 5.7% increase for full-time undergraduate resident students. This represents \$159.00/semester. Much of the increase is in tuition in order to ensure the university retains the ability to support core functions and maintains the capacity to serve the steadily growing student population with quality academic programs. While the initial notice was for a 7.5% overall increase, the review process resulted in a lower recommended increase; recognizing the impact to students, and an unwillingness to make up the difference in what is not funded with State funds by a sharper increase in tuition.

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

1. Decreased credits to graduate from 128 to the industry standard of 120, effective fall 2012. All programs went through a review and revision of curriculum to ensure quality and rigor were maintained.
  - a. Students will be able to graduate, on average, a half semester earlier, thereby saving those funds and getting them into the workforce sooner.
  - b. The University will not need to offer as many seats of courses to serve the same number of students.
2. Completely revised the general education program. Relative to the old program, the new program is much more focused on the achievement of specific learning outcomes, enabling the university to better assess the impact of the program and to achieve the overall goals of the program with fewer credits. In addition, two courses of the new general education program will be university-wide courses in which all students will enroll, thereby creating economy of scale.
3. Restructured the class schedule into 75 minute blocks instead of a mix of 50 and 75 minute blocks, effective fall 2012.
  - a. Meets a demand by faculty and students for more classes scheduled in 75 minute blocks.
  - b. Increases the efficiency of utilization of classroom space in off-peak times such as early morning and late afternoon.

**BUSINESS AFFAIRS AND HUMAN RESOURCES**  
**APRIL 18, 2012**

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- c. Reduces conflicts in student schedules, enabling more efficient scheduling.
  - d. Increases the number of 2-day a week courses, enabling more students to attend only 2 days a week. That's a boon for commuting students and will reduce the need for parking structures.
- 4. Implemented an online-course evaluation system, effective fall 2011. Departments will be able to spend *fewer resources* on copying, distributing, and collating paper evaluations. Estimated savings to the campus of more than \$75k per year.
- 5. Continued to make retention and graduation a priority, thereby "protecting the investment" we make in newly arrived students.
  - a. Revamped our new student orientation programs to make them more effective at introducing students to college life.
  - b. Invested substantial resources to reduce the impact of bottleneck courses in a number of degree programs.
  - c. Redesigned a number of programs to reduce unneeded diversity of course offerings and thereby focus resources on needed courses.
- 6. Continued to increase enrollment in dual-enrollment courses and in distance education courses.

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

As part of the FY 13 budget planning process currently in progress, options for budget reallocations and cost reductions are being reviewed. However, given sizable reductions and reallocations over the past few years, finding new ways to reduce becomes increasingly difficult to attain. A reduced fee increase will impact the university's ability to serve students and could negatively impede progress towards improved retention and graduation rates. Limiting access to services and programs may be necessary if the increase is approved at a level less than requested.

**How has the FY2013 appropriation affected your fee request?**

The FY 2013 appropriation includes new general account funding for EWA (funded at 2/3 of the growth), partial occupancy funding, a 2% CEC, increased funding for fringe benefits (no fund shift for CEC or fringe), and permanent funding for CAES. While this new funding is certainly very welcome and appreciated, it does not eliminate the need to find additional revenues to meet the needs of the university. For example:

- EWA – The formula for EWA covers 2/3 of the growth. This leaves 1/3 of the costs associated with growth needing funding. This represents ~ \$1.7 million unfunded.

**BUSINESS AFFAIRS AND HUMAN RESOURCES**  
**APRIL 18, 2012**

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- Occupancy – Funding for new academic space was requested at \$1.9 million and \$628K was funded. This leaves an unfunded need of \$1.3 million.
- 2% CEC – The fund shift for CEC and fringe benefit costs was not funded. This means that ~ \$1.9 million must be found in order to provide the mandated 2% CEC to employees paid from appropriated funds and the associated increase in health care costs.
- Unfunded prior year EWA is \$10.3 million. This represents funding that the university has had to cover (via student tuition increases, cost reductions and reallocations) to meet the demands of sustained enrollment growth.

With the proposed tuition/fee increase, the revenue is expected to generate approximately \$6 million. This additional revenue is needed to fund the above needs and to partially cover the increased costs of the adjunct budget and maintenance and licensing requirements in technology that remain even with the proposed increase in the technology fee.

# BOISE STATE UNIVERSITY

## Changes to Student Fees for FY 2013 Annual Full-Time Fees and Part-Time Credit Hours Fees

	Bd	FY12	FY13	Requested		
	Appv	Fees	Initial Notice	FY13 Fees	Change	% Chg.
<b>Student Fees:</b>						
<b>1 Full-time Fees:</b>						
2 Tuition	**	\$3,724.10	\$4,000.00	\$3,990.60	\$266.50	7.2%
3 Technology Fee	**	\$134.50	\$194.50	\$149.50	15.00	11.2%
4 Facilities Fees	**	\$1,010.00	\$1,050.00	\$1,030.00	20.00	2.0%
5 Student Activity Fees	**	\$697.40	\$741.30	\$713.90	16.50	2.4%
6 <b>Total Full-time Fees</b>		<b>\$5,566.00</b>	<b>\$5,985.80</b>	<b>\$5,884.00</b>	<b>\$318.00</b>	<b>5.7%</b>
7						
<b>8 Part-time Credit Hour Fees:</b>						
9 Education Fee	**	\$151.22	\$156.22	\$160.47	\$9.25	6.1%
10 Technology Fee	**	6.65	10.00	8.65	2.00	30.1%
11 Facilities Fees	**	48.40	50.40	49.40	1.00	2.1%
12 Student Activity Fees	**	32.73	35.33	33.48	0.75	2.3%
13 <b>Total Part-time Cr Hr Fees:</b>		<b>\$239.00</b>	<b>\$251.95</b>	<b>\$252.00</b>	<b>\$13.00</b>	<b>5.4%</b>
14						
<b>15 Summer Fees:</b>						
16 Education Fee	**	\$160.07	\$161.77	\$164.97	\$4.90	3.1%
17 Technology Fee	**	6.90	10.25	8.65	1.75	25%
18 Facilities Fees	**	50.40	52.40	49.50	(0.90)	-1.8%
19 Student Activity Fees	**	21.63	23.48	21.88	0.25	1.2%
20 <b>Total Summer Fees:</b>		<b>\$239.00</b>	<b>\$247.90</b>	<b>\$245.00</b>	<b>\$6.00</b>	<b>2.5%</b>
21						
<b>22 Other Student Fees:</b>						
23 Graduate Fees:						
24 Full-time Grad/Prof	**	\$990.00	\$1,089.00	\$1,089.00	\$99.00	10.0%
25 Part-time Graduate/Hour	**	\$55.00	\$60.50	\$60.50	\$5.50	10.0%
26 Nonresident Tuition:						
27 Nonres Tuition - full time	**	\$10,400.00	\$11,440.00	\$11,440.00	\$1,040.00	10.0%
28 Nonres Fees - part-time		\$92.00	\$101.20	\$101.20	\$9.20	10.0%
29 Professional Fee:						
30 Undergrad. Nursing - Con't Students	**	\$200.00	\$200.00	\$200.00	\$0.00	0.0%
31 Undergrad. Nursing - New Students	**	\$850.00	\$850.00	\$850.00	\$0.00	0.0%
32 Other Fees:						
33 Western Undergrad Exchange	**	\$2,783.00	\$2,992.90	\$2,942.00	\$159.00	5.7%
34 Overload fee		\$239.00	\$251.95	\$252.00	\$13.00	5.4%
35 In-service Fees/Cr Hr - Undergrad	**	\$92.00	\$96.00	\$96.00	\$4.00	4.3%
36 In-service Fees/Cr Hr - Grad	**	\$108.00	\$115.00	\$115.00	\$7.00	6.5%
37 <b>Total Other Student Fees</b>						
38						
39						
40						
41 <b>Changes to Student Activity Fees:</b>						
42 Full-time:						
43 Athletics		\$211.00	\$221.00	\$220.00	\$9.00	4.3%
44 Theater Arts		\$3.00	\$4.00	\$4.00	\$1.00	33.3%
45 Music - New		\$0.00	\$3.00	\$0.00	\$0.00	NA
46 University Fellows - New		\$0.00	\$22.00	\$0.00	\$0.00	NA
47 Career Center - New		\$0.00	\$5.00	\$5.00	\$5.00	NA
48 Marching Band		\$17.50	\$20.40	\$19.50	\$2.00	11.4%
49 Alumni		\$7.00	\$7.00	\$6.50	(\$0.50)	-7.1%
50						
51 Part-time:						
52 Athletics		\$9.95	\$10.55	\$10.40	\$0.45	4.5%
53 Theater Arts		\$0.00	\$0.00	\$0.00	\$0.00	NA
54 Music - New		\$0.00	\$0.50	\$0.00	\$0.00	NA
55 University Fellows - New		\$0.00	\$1.10	\$0.00	\$0.00	NA
56 Career Center - New		\$0.00	\$0.25	\$0.25	\$0.25	NA
57 Marching Band		\$0.70	\$0.85	\$0.80	\$0.10	14.3%
58 Alumni		\$0.35	\$0.35	\$0.30	(\$0.05)	-14.3%
59						
60 Student Health Insurance Premium		\$1,622		unknown		

**Notes:**

FY 2013 enrollment forecast based on actual academic enrollments Fall 2011 (FY 2012)

# BOISE STATE UNIVERSITY

## Potential Student Fee Revenue Changes for FY 2013

### Due to Enrollment and Fee Changes

	Projected		Potential Revenue Generated Due to Enrollment and Fee Changes			
	HC/SCH Enrollmt		Enrollment Changes		Fee Changes	
	FY12	FY13	Gen Educ	Local	Gen Educ	Local
<b>Student Fees:</b>						
1 <b>Full-time Fees:</b>						
2 Tuition (Unrestricted)	13,326	13,326	\$0		\$3,551,400	
3 Technology Fee	13,326	13,326		-		199,900
4 Facilities Fees	13,326	13,326		-		266,500
5 Student Activity Fees	13,326	13,326		-		219,900
6 <b>Total Full-time Fees</b>			-	-	3,551,400	686,300
7						
8 <b>Part-time Credit Hour Fees:</b>						
9 Education Fee	60,890	60,890	\$0		\$563,200	
10 Technology Fee	60,890	60,890		-		121,800
11 Facilities Fees	60,890	60,890		-		60,900
12 Student Activity Fees	60,890	60,890		-		45,700
13 <b>Total Part-time Cr Hr Fees:</b>			-	-	563,200	228,400
14						
15 <b>Summer Fees:</b>		2.0%				
16 Education Fee	30,795	31,411	\$98,600		\$153,900	
17 Technology Fee	30,795	31,411		4,300		55,000
18 Facilities Fees	30,795	31,411		31,000		(28,300)
19 Student Activity Fees	30,795	31,411		13,300		7,900
20 <b>Total Summer Fees:</b>			98,600	48,600	153,900	34,600
21						
22 <b>Other Student Fees:</b>						
23 Graduate Fees:						
24 Full-time Grad/Prof	555	583	\$27,500		\$57,700	
25 Part-time Graduate/Hour	6,670	7,004	18,300		38,500	
26 Nonresident Tuition:						
27 Nonres Tuition - full-time	1,453	1,453	-		1,511,100	
28 Nonres Fees - part-time	1,900	2,850	87,400		26,200	
29 Professional Fees:						
30 Undergrad. Nursing - Con't Students	265	265	-			-
31 Undergrad. Nursing - New Students	65	65	-			-
32 Other Fees:						
33 Western Undergrad Exchge	185	185	-		29,400	
34 Overload Fee	380	418	9,100		5,400	
35 In-service Fees/Cr Hr - Undergrad			-		-	
36 In-service Fees/Cr Hr - Grad	2,050	2,050	-		14,400	
37 <b>Total Other Student Fees</b>			\$142,300	-	\$1,682,700	-
38						
39 <b>Total Additional Student Fee Revenue</b>			\$240,900	\$48,600	\$5,951,200	\$949,300
40						
41 1) Changes to Student Activity Fees:						
42 Full-time:						
43 Athletics	13,326	13,326		-		119,900
44 Theater Arts	13,326	13,326		-		13,300
45 Music - New	13,326	13,326		-		-
46 University Fellows - New	13,326	13,326		-		-
47 Career Center - New	13,326	13,326		-		66,600
48 Marching Band	13,326	13,326		-		26,700
49 Alumni	13,326	13,326		-		(6,700)
50				-		219,800
51 Part-time						
52 Athletics	60,890	60,890		-		27,400
53 Theater Arts	60,890	60,890		-		-
54 Music - New	60,890	60,890		-		-
55 University Fellows - New	60,890	60,890		-		-
56 Career Center - New	60,890	60,890		-		15,200
57 Marching Band	60,890	60,890		-		6,100
58 Alumni	60,890	60,890		-		(3,000)
59				-		45,700
60						

# BOISE STATE UNIVERSITY

## 4-year History of Board Approved Fees plus FY13 Requested Fees Annual Full-Time Fees and Part-Time Credit Hours Fees

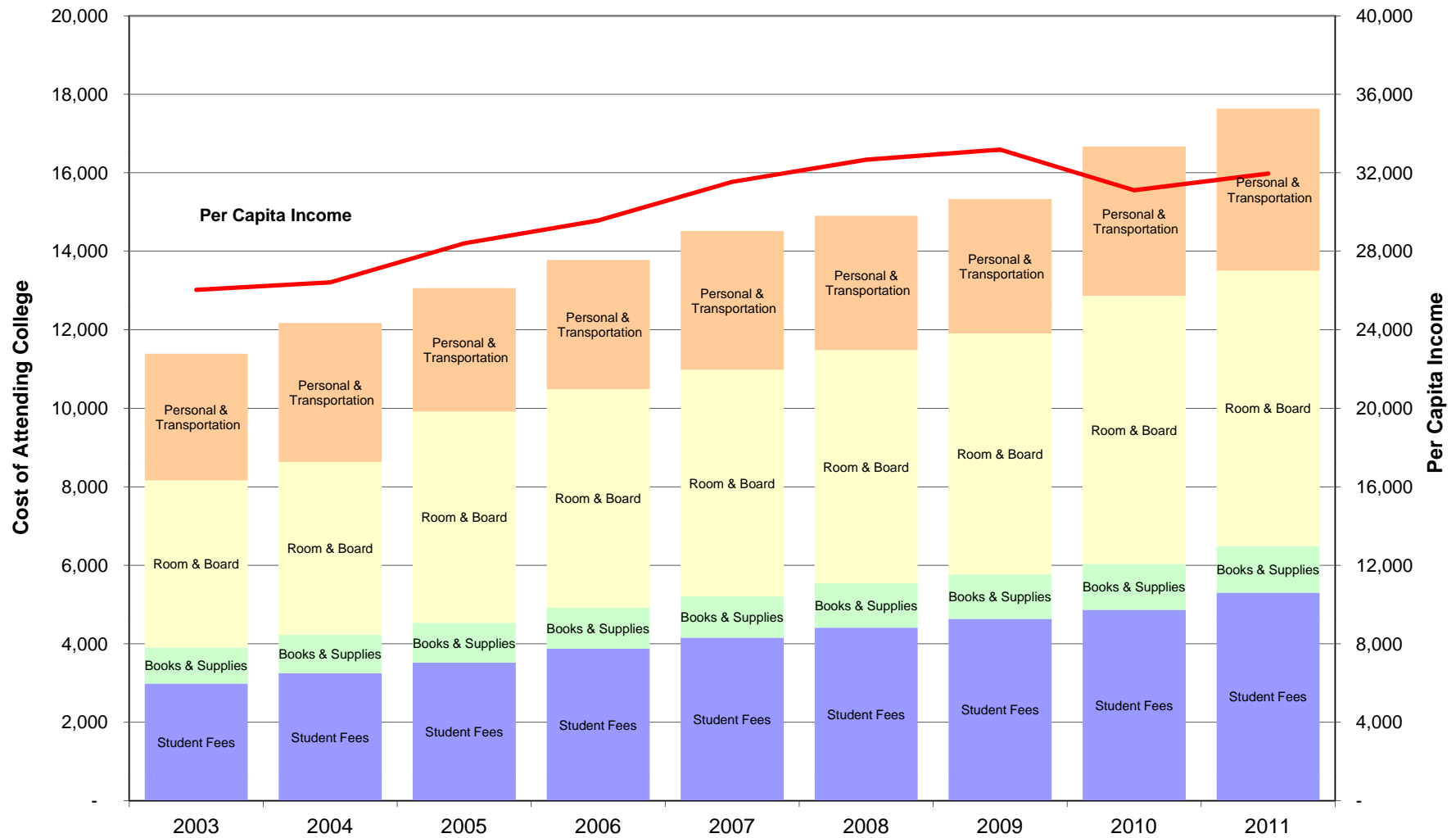
Student Fees:		FY 2009	FY 2010	FY 2011	FY 2012	Request FY 2013	4-Year Increase	% Increase
1	<b>Full-time Fees</b>							
2	Tuition (Unrestricted)	\$2,890.60	\$3,105.60	\$3,555.10	\$3,724.10	\$3,990.60	\$1,100.00	38.1%
3	Technology Fee	100.50	100.50	100.50	134.50	149.50	49.00	48.8%
4	Facilities Fees	1,006.00	1,006.00	1,006.00	1,010.00	1,030.00	24.00	2.4%
5	Student Activity Fees	634.90	651.90	638.40	697.40	713.90	79.00	12.4%
6	<b>Total Full-time Fees</b>	<u>\$4,632.00</u>	<u>\$4,864.00</u>	<u>\$5,300.00</u>	<u>\$5,566.00</u>	<u>\$5,884.00</u>	<u>\$1,252.00</u>	<u>27.0%</u>
7	Percentage Increase	5.0%	5.0%	9.0%	5.0%	5.7%		
8								
9	<b>Part-time Credit Hour Fees</b>							
10	Education Fee	\$156.57	\$168.52	\$148.72	\$151.22	\$160.47	\$3.90	2.5%
11	Technology Fee	5.40	5.15	5.15	6.65	8.65	3.25	0.0%
12	Facilities Fees	48.40	48.40	48.40	50.40	49.40	1.00	0.0%
13	Student Activity Fees	27.63	29.93	29.73	30.73	33.48	5.85	21.2%
14	<b>Total Part-time Cr Hr Fees</b>	<u>\$238.00</u>	<u>\$252.00</u>	<u>\$232.00</u>	<u>\$239.00</u>	<u>\$252.00</u>	<u>\$14.00</u>	<u>5.9%</u>
15								
16	<b>Summer Fees</b>							
17	Education Fee	\$153.45	\$166.45	\$167.07	\$160.07	\$164.97	\$11.52	7.5%
18	Technology Fee	5.40	5.15	5.40	6.90	8.65	3.25	60.2%
19	Facilities Fees	43.90	43.90	48.40	50.40	49.50	5.60	12.8%
20	Student Activity Fees	19.25	20.50	21.13	21.63	21.88	2.63	13.7%
21	<b>Total Summer Fees</b>	<u>\$222.00</u>	<u>\$236.00</u>	<u>\$242.00</u>	<u>\$239.00</u>	<u>\$245.00</u>	<u>\$23.00</u>	<u>10.4%</u>
22								
23	<b>Other Student Fees</b>							
24	Graduate Fees:							
25	Full-time Grad/Prof	\$852.00	\$892.00	\$900.00	\$990.00	\$1,089.00	\$237.00	27.8%
26	Part-time Graduate/Hour	\$47.00	\$49.00	\$50.00	\$55.00	\$60.50	\$13.50	28.7%
27	Nonresident Tuition:							
28	Nonres Tuition - Full Time	\$8,576.00	\$9,004.00	\$9,456.00	\$10,400.00	\$11,440.00	\$2,864.00	33.4%
29	Nonres Tuition - Part Time	\$75.00	\$80.00	\$84.00	\$92.00	\$101.20	\$26.20	34.9%
30	Professional Fees:							
31	Undergrad. Nursing - Con't Students	\$200.00	\$200.00	\$200.00	\$200.00	\$200.00	\$0.00	0.0%
32	Undergrad. Nursing - New Students	\$850.00	\$850.00	\$850.00	\$850.00	\$850.00	\$0.00	0.0%
33	Other Fees:							
34	Western Undergrad Exchge	\$2,316.00	\$2,501.00	\$2,650.00	\$2,650.00	\$2,942.00	\$626.00	27.0%
35	Overload fee	\$238.00	\$252.00	\$232.00	\$232.00	\$252.00	\$14.00	5.9%
36	In-service Fees/Cr Hr - Undergrad	\$78.00	\$83.00	\$86.00	\$86.00	\$96.00	\$18.00	23.1%
37	In-service Fees/Cr Hr - Grad	\$92.00	\$98.00	\$101.00	\$101.00	\$115.00	\$23.00	25.0%

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

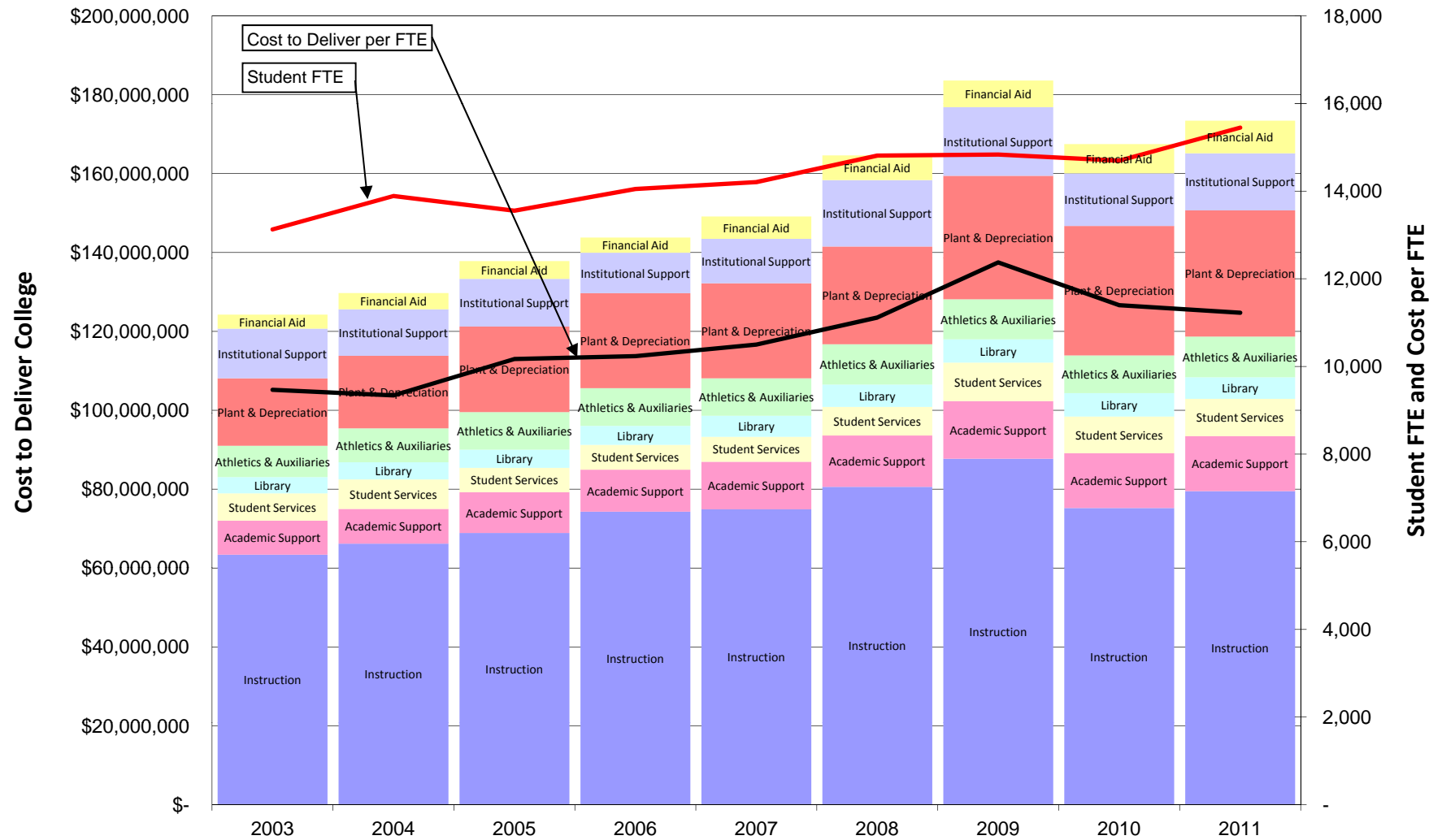
12 Cr Hrs for Undergrad Students - 9 Cr Hrs for Graduate Students



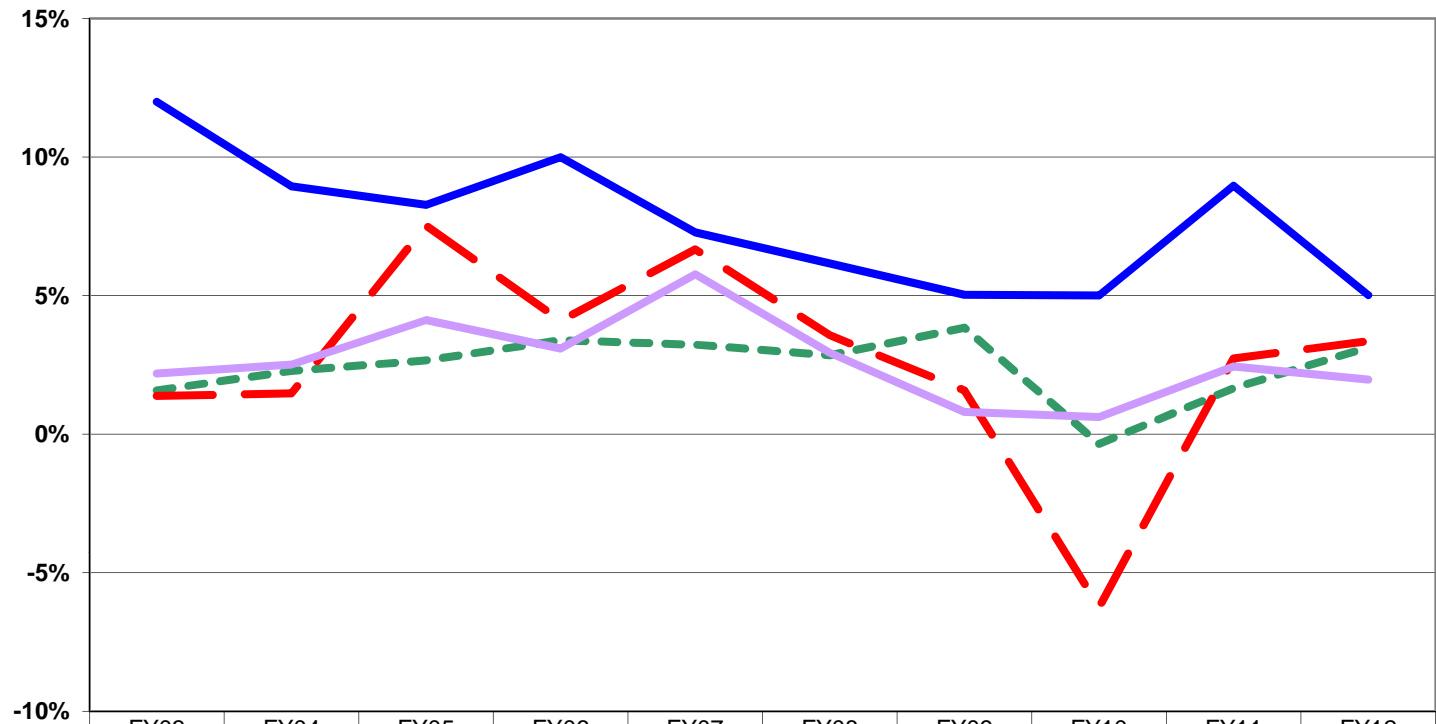
## Cost of Attending College vs. Per Capita Income Boise State University



# Cost to Deliver College Boise State University



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



	FY03	FY04	FY05	FY06	FY07	FY08	FY09	FY10	FY11	FY12
Resident Fees	11.99%	8.95%	8.27%	10.00%	7.28%	6.16%	5.03%	5.01%	8.96%	5.02%
Consumer Price Index	1.58%	2.28%	2.66%	3.39%	3.23%	2.85%	3.84%	-0.36%	1.66%	3.14%
Idaho Per Capita Income	1.38%	1.47%	7.52%	4.10%	6.67%	3.57%	1.57%	-6.24%	2.74%	3.36%
Idaho Average Annual Wage	2.19%	2.51%	4.12%	3.09%	5.76%	2.94%	0.80%	0.62%	2.44%	1.97%

Source: Idaho Commerce and Labor; Bureau of Economic Analysis, U.S. Department of Commerce; Division of Financial Management Economic Forecast, January 2012

# Boise State University

## Fee Increase Range with Revenues

Full-time Undergraduate Resident and Nonresident Fees  
Does not include revenue from projected enrollment changes

		Current FY 2012	Request FY 2013	% Increase	Change		
1							
2	<b>Resident</b>	\$5,566.00	\$5,884.00	5.71%	\$318.00		
3	<b>Nonresident</b>	\$10,400.00	\$11,440.00	10.00%	\$1,040.00		
4							
5		<b>Resident</b>			<b>Nonresident</b>		
6	%	Total	Change	Revenue	Total	Change	Revenue
7	1.00%	\$5,622	\$56	\$746,300	\$10,504	\$104	\$166,200
8	1.50%	\$5,650	\$84	\$1,119,400	\$10,556	\$156	\$249,300
9	2.00%	\$5,678	\$112	\$1,492,500	\$10,608	\$208	\$332,400
10	2.50%	\$5,706	\$140	\$1,865,600	\$10,660	\$260	\$415,500
11	3.00%	\$5,734	\$168	\$2,238,800	\$10,712	\$312	\$498,600
12	3.50%	\$5,762	\$196	\$2,611,900	\$10,764	\$364	\$581,700
13	4.00%	\$5,790	\$224	\$2,985,000	\$10,816	\$416	\$664,800
14	4.50%	\$5,818	\$252	\$3,358,200	\$10,868	\$468	\$747,900
15	5.00%	\$5,846	\$280	\$3,731,300	\$10,920	\$520	\$831,000
16	5.50%	\$5,874	\$308	\$4,104,400	\$10,972	\$572	\$914,100
17	6.00%	\$5,900	\$334	\$4,450,900	\$11,024	\$624	\$997,200
18	6.50%	\$5,928	\$362	\$4,824,000	\$11,076	\$676	\$1,080,200
19	7.00%	\$5,956	\$390	\$5,197,100	\$11,128	\$728	\$1,163,300
20	7.50%	\$5,984	\$418	\$5,570,300	\$11,180	\$780	\$1,246,400
21	8.00%	\$6,012	\$446	\$5,943,400	\$11,232	\$832	\$1,329,500
22	8.50%	\$6,040	\$474	\$6,316,500	\$11,284	\$884	\$1,412,600
23	9.00%	\$6,068	\$502	\$6,689,700	\$11,336	\$936	\$1,495,700
24	9.50%	\$6,096	\$530	\$7,062,800	\$11,388	\$988	\$1,578,800
25	10.00%	\$6,124	\$558	\$7,435,900	\$11,440	\$1,040	\$1,661,900

**IDAHO STATE UNIVERSITY**

**FY 2013 STUDENT FEE INFORMATION**

- Student Fee Recommendation Narrative Provided by Institution..... Page 3
- Provided by Board Staff:
  - Recommendations for Changes to Student Fees for FY 2013 Page 6
  - Potential Student Fee Revenue Changes for FY 2013 Page 7
  - 4-year History: Board Approved Fees plus FY 2013 Recommended Fees Page 8
  - Chart: Cost of Attending College vs. Per Capita Income Page 9
  - Chart: Cost to Deliver College Page 10
  - Chart: Annual % Increase for Fees, CPI, Income, and Average Wage Page 11
  - Chart: Fee Increase Range with Revenues Page 12
- Request for Professional Fee in Dietetic Internship Program ..... Page 13

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**BUSINESS AFFAIRS AND HUMAN RESOURCES**  
**APRIL 18, 2012**

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

## **The Fee Process**

The recommendation for tuition and fee increases was developed by our Special Budget Consultation Committee (SBCC) which reviews all unit budget recommendations and the proposed university wide budget. The SBCC has a diversified membership consisting of faculty, staff, and students. Both the President and Vice-President of the ISU student body (ASISU) actively serve on the SBCC. The public hearings to seek testimony on the fee increases, as published in the Bengal student newspaper, were held at the Idaho Falls, Meridian and Pocatello campus Feb. 28<sup>th</sup> & 29<sup>th</sup>. The VP Finance & Administration, Budget Officer, and members of the Special Budget Consultation Committee were present to answer questions.

## **Changes to Fees**

The attached worksheet, which estimates potential fee and tuition revenue changes for FY2013, is predicated on the fee rates contained in the ISU Notice of Intent to Adopt Student Fee and Rate Increases, which was issued on February 17, 2012.

### ***Matriculation and Other General Education Fees***    \$2,854,800

As with previous years, student fee revenue is a necessary component of the University's total revenue required for ongoing operations. The rate increase will provide ongoing funding for institutional priorities in relation to our strategic plan:

1. IT System Security \$514,426
2. Compliance (HIPPA, Environmental Safety, etc.) \$541,922
3. Library collection \$270,000
4. Instruction \$342,879
5. 2% CEC (fee portion not funded) \$533,200
6. Health Insurance Rate (fee portion not funded) \$490,000
7. Student Financial Aid Staffing & Aid \$109,858
8. Other \$37,715

### ***Facilities Fees***    \$206,400.

Additional funds will be used to address deferred maintenance.

### ***Student Activity Fees***    \$408,000.

1. Student Health Center \$254,200:  
    .5 FTE Psychiatrist, .4 FTE Medical Dr., 1.0 FTE Clerical, & expansion of service to part-time students.
2. Holt Arena \$129,600 for maintenance and operation.
3. Intercollegiate Athletics \$24,200 for operation inflation.

***Additional Information***

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

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

- a. Modernize and streamline General Education Requirements to provide a more relevant and rigorous General Education experience while reducing time-to-degree for most students.
- b. Continue campus-wide program review for streamlining degree requirements and identifying underperforming programs in order to facilitate strategic program, resources and curriculum management at the Department and College levels.
- c. Provide University-wide uniformity in reporting workload for teaching, research and service, which maximizes instructional resources and increases student credit hours in the colleges.
- d. Maximize Course Scheduling System to eliminate overlap between courses and maximize classroom use/instructional capacity. Additional sections are added in areas of defined need thru the use of additional graduate teaching assistants and adjunct lecturers.
- e. Launched eISU online course initiative for Fall Semester 2011, which will give students additional flexibility in choosing courses, meet demand for online sections and maximize faculty teaching resources.
- f. Research for possible Winter Intersession term to allow students greater choice and reduce time-to-degree (target implementation Winter 2012/13).
- g. Improve the ability of the Office of Institutional Research (IR) to capture and analyze data for institutional strategic planning (including faculty teaching loads and instruction), evaluation, assessment, operation, and reporting.

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

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

ISU will continue to maximize instructional and non-instructional efficiencies using the methods described above in FY13.



**BUSINESS AFFAIRS AND HUMAN RESOURCES**  
**APRIL 18, 2012**

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

The student fee increase is only one part of the potential budget solution for ISU. If tuition & fees are not approved at the requested level, additional services for faculty, staff and students would have to be decommitted.

**How has the FY2013 appropriation affected your fee request?**

ISU received \$1,924,200 for enrollment workload adjustment and \$603,700 for occupancy costs. To replace this with a fee increase would have required approximately 4% additional (8.7% total).

# IDAHO STATE UNIVERSITY

## Changes to Student Fees for FY 2013 Annual Full-Time Fees and Part-Time Credit Hours Fees

		Bd	FY12	FY13	Requested		
Student Fees:		Appv	Fees	Initial Notice	FY13 Fees	Change	% Chg.
1	<b>Full-time Fees:</b>						
2	Tuition	**	\$4,179.52	\$4,417.02	\$4,417.02	\$237.50	5.7%
3	Technology Fee	**	166.80	166.80	166.80	0.00	0.0%
4	Facilities Fees	**	486.00	510.00	510.00	24.00	4.9%
5	Student Activity Fees	**	963.68	976.18	976.18	12.50	1.3%
6	<b>Total Full-time Fees</b>		<u>\$5,796.00</u>	<u>\$6,070.00</u>	<u>\$6,070.00</u>	<u>\$274.00</u>	<u>4.7%</u>
7							
8	<b>Part-time Credit Hour Fees:</b>						
9	Education Fee	**	\$248.45	\$256.19	\$256.19	\$7.74	3.1%
10	Technology Fee	**	6.15	6.15	6.15	0.00	0.0%
11	Facilities Fees	**	0.00	0.00	0.00	0.00	0.0%
12	Student Activity Fees	**	35.40	41.66	41.66	6.26	17.7%
13	<b>Total Part-time Cr Hr Fees:</b>		<u>\$290.00</u>	<u>\$304.00</u>	<u>\$304.00</u>	<u>\$14.00</u>	<u>4.8%</u>
14							
15	<b>Other Student Fees:</b>						
16	Graduate Fees:						
17	Full-time Grad/Prof	**	\$1,028.00	\$1,080.00	\$1,080.00	\$52.00	5.1%
18	Part-time Graduate/Hour	**	\$52.00	\$54.00	\$54.00	\$2.00	3.8%
19	Nonresident Tuition:						
20	Nonres Tuition	**	\$11,236.00	\$11,800.00	\$11,800.00	\$564.00	5.0%
21	Part-time Nonres Tuition	**	\$161.00	\$190.00	\$190.00	\$29.00	18.0%
22	Professional Fees:						
23	PharmD - Resident	**	\$8,706.00	\$9,098.00	\$9,098.00	\$392.00	4.5%
24	PharmD - Nonres	**	\$13,234.00	\$13,630.00	\$13,630.00	\$396.00	3.0%
25	Phys Therapy - Resident	**	\$2,270.00	\$2,380.00	\$2,380.00	\$110.00	4.8%
26	Phys Therapy - Nonres	**	\$6,776.00	\$6,776.00	\$6,776.00	\$0.00	0.0%
27	Occu Therapy - Resident	**	\$1,960.00	\$1,960.00	\$1,960.00	\$0.00	0.0%
28	Occu Therapy - Nonres	**	\$6,776.00	\$6,776.00	\$6,776.00	\$0.00	0.0%
29	Physician Assistant - Resident	**	\$17,814.00	\$17,814.00	\$17,814.00	\$0.00	0.0%
30	Physician Assistant - Nonres	**	\$19,821.00	\$19,821.00	\$19,821.00	\$0.00	0.0%
31	Nursing-BSN	**	\$1,520.00 *	\$1,520.00	\$1,520.00	\$0.00	0.0%
32	Nursing-MSN	**	\$1,850.00	\$1,850.00	\$1,850.00	\$0.00	0.0%
33	Speech Language Path MS (Cr Hr)	**	\$50.00	\$50.00	\$50.00	\$0.00	0.0%
34	Speech Language Online PreProf (C	**	\$196.00	\$196.00	\$196.00	\$0.00	0.0%
35	Speech Language Online MS (Cr Hr	**	\$424.00	\$424.00	\$424.00	\$0.00	0.0%
36	Audiology AuD (Cr Hr)	**	\$50.00	\$50.00	\$50.00	\$0.00	0.0%
37	Dental Hygiene BS (Junior/Senior)	**	\$556.00	\$556.00	\$556.00	\$0.00	0.0%
38	Dental Hygiene MS-Didactic (Cr Hr)	**	\$85.00 *	\$85.00	\$85.00	\$0.00	0.0%
39	Dental Hygiene MS-Clinical (Cr Hr)	**	\$337.00 *	\$337.00	\$337.00	\$0.00	0.0%
40	Dental Hygiene MS-Thesis (Cr Hr)	**	\$170.00 *	\$170.00	\$170.00	\$0.00	0.0%
41	Counseling-Graduate	**	\$900.00	\$900.00	\$900.00	\$0.00	0.0%
42	Radiographic Science	**	\$690.00	\$690.00	\$690.00	\$0.00	0.0%
43	Clinical Lab Science	**	\$940.00	\$940.00	\$940.00	\$0.00	0.0%
44	Paramedic Science (Note A)	**	\$1,300.00	\$1,300.00	\$1,300.00	New	New
45	Dietetics (currently a class fee)	**		\$2,700.00	\$2,700.00	New	New
46	Social Work	**	\$250.00	\$250.00	\$250.00	\$0.00	0.0%
47	Idaho Dental Education (IDEP)		\$22,462.00	\$24,260.00	\$23,416.00	\$954.00	4.2%
48	Other Fees:						
49	Western Undergrad Exchge	**	\$2,898.00	\$3,035.00	\$3,035.00	\$137.00	4.7%
50	In-service Fees/Cr Hr - Undergrad	**	\$92.00	\$96.00	\$96.00	\$4.00	4.3%
51	In-service Fees/Cr Hr - Grad	**	\$108.00	\$115.00	\$115.00	\$7.00	6.5%
52							
53	Note A: Board approved professional fee June 2011						
54							
55							

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

56							
57	Student Health Insurance Premium		\$1,270		unknown		

# IDAHO STATE UNIVERSITY

## Potential Student Fee Revenue Changes for FY 13

### Due to Enrollment and Fee Changes

		Projected		Potential Revenue Generated Due to Enrollment and Fee Change			
		HC/SCH Enrollment		Enrollment Changes		Fee Changes	
Student Fees:		FY12	FY13	Gen Educ	Local	Gen Educ	Local
1	<b>Full-time Fees:</b>		0.0%				
2	Tuition	8,600	8,600	\$0		\$2,042,500	
3	Technology Fee	8,600	8,600		0		0
4	Facilities Fees	8,600	8,600		0		206,400
5	Student Activity Fees	8,600	8,600		0		107,500
6	<b>Total Full-time Fees</b>			<u>\$0</u>	<u>\$0</u>	<u>\$2,042,500</u>	<u>\$313,900</u>
7							
8	<b>Part-time Credit Hour Fees:</b>		0.0%				
9	Tuition	48,000	48,000	\$0		\$371,500	
10	Technology Fee	48,000	48,000		0		0
11	Facilities Fees	48,000	48,000		0		0
12	Student Activity Fees	48,000	48,000		0		300,500
13	<b>Total Part-time Cr Hr Fees:</b>			<u>\$0</u>	<u>\$0</u>	<u>\$371,500</u>	<u>\$300,500</u>
14							
15	<b>Other Student Fees:</b>						
16	Graduate Fees:						
17	Full-time Grad/Prof	816	816	\$0		\$42,400	
18	Part-time Graduate/Hour	6,543	6,543	0		13,100	
19	Nonresident Tuition:						
20	Nonres Tuition	500	500	0		\$282,000	
21	Part-time Nonres Tuition	1,600	1,600	0		46,400	
22	Professional Fees:						
23	PharmD - Resident	265	265		0		103,900
24	PharmD - Nonres	15	15		0		5,900
25	Phys Therapy - Resident	63	56		(15,900)		6,200
26	Phys Therapy - Nonres	14	22		54,200		0
27	Occu Therapy - Resident	25	25		0		0
28	Occu Therapy - Nonres	3	3		0		0
29	Physician Assistant - Resident	100	100		0		0
30	Physician Assistant - Nonres	19	19		0		0
31	Nursing-BSN	237	237		0		0
32	Nursing-MSN	105	105		0		0
33	Speech Language Path MS (Cr Hr)	1,080	1,080		0		0
34	Speech Language Online PreProf (Cr Hr)	2,100	2,100		0		0
35	Speech Language Online MS (Cr Hr)	1,155	1,155		0		0
36	Audiology AuD (Cr Hr)	182	182		0		0
37	Dental Hygiene BS (Junior/Senior)	60	60		0		0
38	Dental Hygiene MS-Didactic (Cr Hr)	208	208		0		0
39	Dental Hygiene MS-Clinical (Cr Hr)	23	23		0		0
40	Dental Hygiene MS-Thesis (Cr Hr)	15	15		0		0
41	Counseling-Graduate	60	60		0		0
42	Radiographic Science	36	36		0		0
43	Clinical Lab Science	26	26		0		0
44	Paramedic Science	20	20		0		0
45	Dietetics (currently a class fee)	17	17		0		0
46	Social Work	67	67		0		0
47	Idaho Dental Education (IDEP)	8	8		0		7,600
48	Other Fees:						
49	Western Undergrad Exchge	78	78	0		10,700	
50	In-service Fees/Cr Hr - Undergrad	0	0	0		0	
51	In-service Fees/Cr Hr - Grad	6,600	6,600	0		46,200	
52	<b>Total Other Student Fees</b>			<u>\$0</u>	<u>\$38,300</u>	<u>\$440,800</u>	<u>\$123,600</u>
53							
54	<b>Total Additional Student Fee Revenue</b>			<u>\$0</u>	<u>\$38,300</u>	<u>\$2,854,800</u>	<u>\$738,000</u>
55							

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

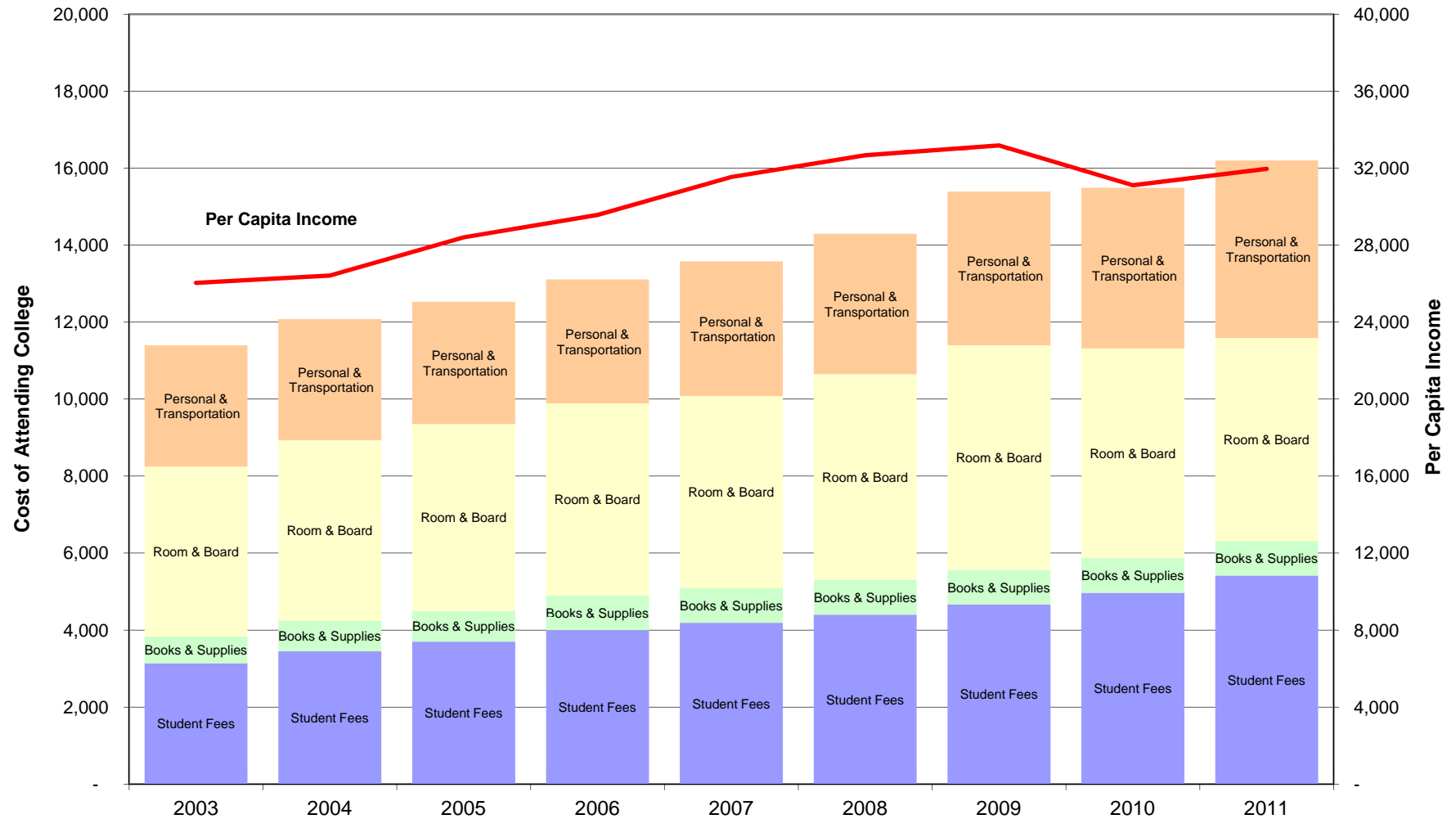
# IDAHO STATE UNIVERSITY

## 4-year History of Board Approved Fees plus FY13 Requested Fees Annual Full-Time Fees and Part-Time Credit Hours Fees

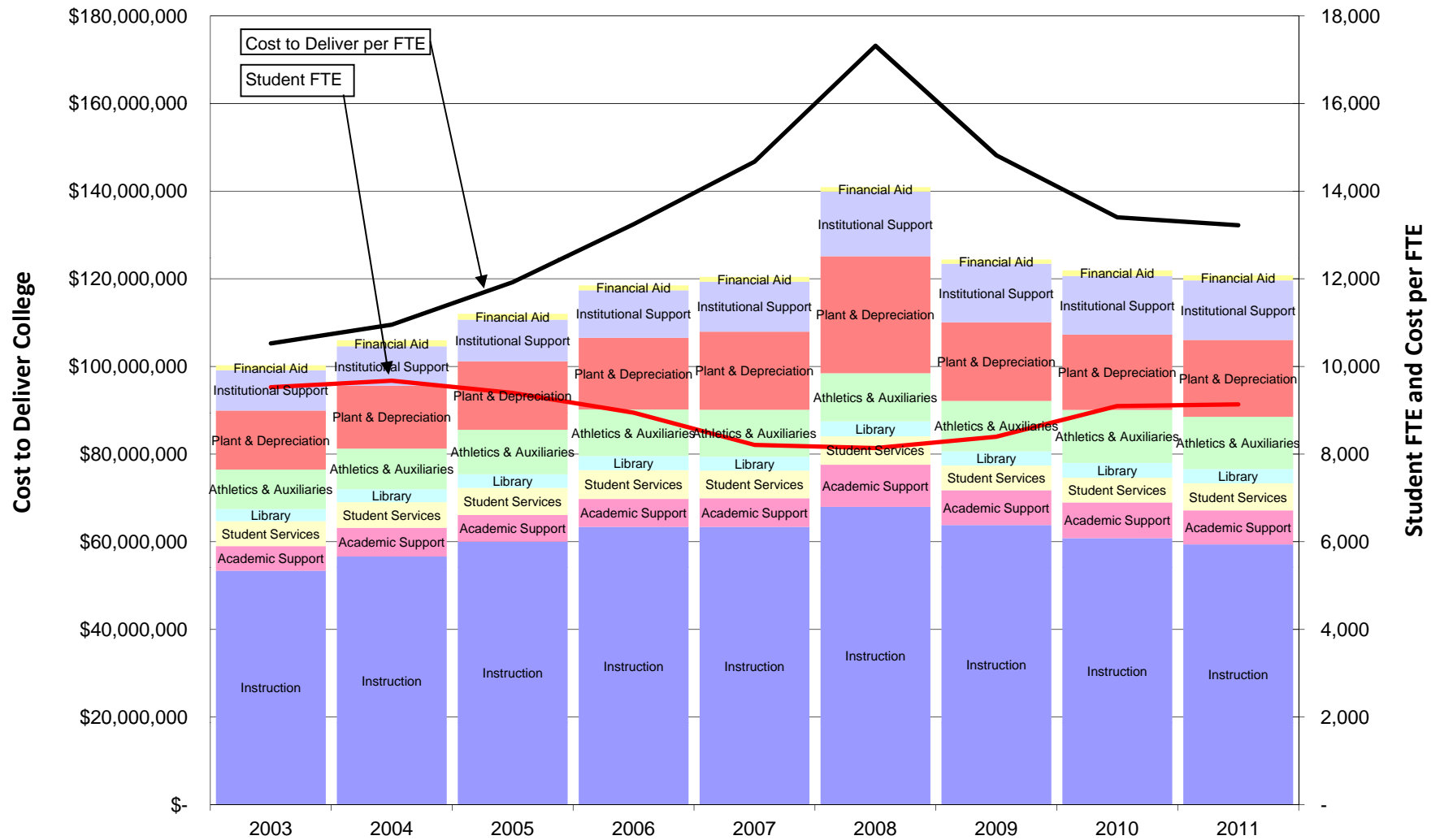
		FY 2009	FY 2010	FY 2011	FY 2012	Request FY 2013	4-Year Increase	% Increase
<b>Student Fees:</b>								
<b>1 Full-time Fees</b>								
2 Tuition (Unrestricted)		\$3,113.90	\$3,317.84	\$3,799.52	\$4,179.52	\$4,417.02	\$1,303.12	41.85%
3 Technology Fee		150.00	166.80	166.80	166.80	166.80	16.80	11.20%
4 Facilities Fees		434.00	486.00	486.00	486.00	510.00	76.00	17.51%
5 Student Activity Fees		966.10	997.36	963.68	963.68	976.18	10.08	1.04%
6 <b>Total Full-time Fees</b>		<b>\$4,664.00</b>	<b>\$4,968.00</b>	<b>\$5,416.00</b>	<b>\$5,796.00</b>	<b>\$6,070.00</b>	<b>\$1,406.00</b>	<b>30.15%</b>
7 Percentage Increase		6.0%	6.5%	9.0%	7.0%	4.7%		
<b>8</b>								
<b>9 Part-time Credit Hour Fees</b>								
10 Education Fee		\$175.57	\$212.49	\$231.45	\$248.45	\$256.19	\$80.62	45.92%
11 Technology Fee		9.00	6.15	6.15	6.15	6.15	(2.85)	0.00%
12 Facilities Fees		0.00	0.00	0.00	0.00	0.00	0.00	0.00%
13 Student Activity Fees		51.43	34.36	35.40	35.40	41.66	(9.77)	-19.00%
14 <b>Total Part-time Cr Hr Fees</b>		<b>\$236.00</b>	<b>\$253.00</b>	<b>\$273.00</b>	<b>\$290.00</b>	<b>\$304.00</b>	<b>\$68.00</b>	<b>28.81%</b>
<b>15</b>								
<b>16 Other Student Fees</b>								
17 Graduate Fees:								
18 Full-time Grad/Prof		\$810.00	\$880.00	\$960.00	\$1,028.00	\$1,080.00	\$270.00	33.33%
19 Part-time Graduate/Hour		\$40.00	\$44.00	\$48.00	\$52.00	\$54.00	\$14.00	35.00%
20 Nonresident Tuition:								
21 Nonres Tuition		\$9,204.00	\$9,802.00	\$10,500.00	\$11,236.00	\$11,800.00	\$2,596.00	28.21%
22 Part-time Nonres Tuition		\$128.00	\$140.00	\$150.00	\$161.00	\$190.00	\$62.00	48.44%
23 Professional Fees:								
24 PharmD - Resident		\$6,800.00	\$7,208.00	\$7,858.00	\$8,706.00	\$9,098.00	\$2,298.00	33.79%
25 PharmD - Nonres		\$10,720.00	\$11,364.00	\$12,386.00	\$13,234.00	\$13,630.00	\$2,910.00	27.15%
26 Phys Therapy - Resident		\$1,656.00	\$1,760.00	\$1,960.00	\$2,270.00	\$2,380.00	\$724.00	43.72%
27 Phys Therapy - Nonres		\$5,724.00	\$6,084.00	\$6,776.00	\$6,776.00	\$6,776.00	\$1,052.00	18.38%
28 Occu Therapy - Resident		\$1,656.00	\$1,760.00	\$1,960.00	\$1,960.00	\$1,960.00	\$304.00	18.36%
29 Occu Therapy - Nonres		\$5,724.00	\$6,084.00	\$6,776.00	\$6,776.00	\$6,776.00	\$1,052.00	18.38%
30 Physician Assistant - Res		\$16,650.00	\$17,814.00	\$17,814.00	\$17,814.00	\$17,814.00	\$1,164.00	6.99%
31 Physician Assistant - Nonres		\$18,525.00	\$19,821.00	\$19,821.00	\$19,821.00	\$19,821.00	\$1,296.00	7.00%
32 Nursing-BSN		\$1,000.00	\$1,200.00	\$1,280.00	\$1,520.00	\$1,520.00	\$520.00	52.00%
33 Nursing-MSN		\$1,440.00	\$1,540.00	\$1,540.00	\$1,850.00	\$1,850.00	\$410.00	28.47%
34 Speech Language Path MS (Cr Hr)		\$35.00	\$38.00	\$40.00	\$50.00	\$50.00	New	New
35 Speech Language Online PreProf (Cr Hr)		\$175.00	\$185.00	\$196.00	\$196.00	\$196.00	New	New
36 Speech Language Online MS (Cr Hr)		\$0.00	\$400.00	\$424.00	\$424.00	\$424.00	New	New
37 Audiology AuD (Cr Hr)		\$35.00	\$38.00	\$40.00	\$50.00	\$50.00	New	New
38 Dental Hygiene BS (Junior/Senior)		\$0.00	\$500.00	\$530.00	\$556.00	\$556.00	New	New
39 Dental Hygiene MS-Didactic (Cr Hr)		\$75.00	\$80.00	\$85.00	\$85.00	\$85.00	\$10.00	13.33%
40 Dental Hygiene MS-Clinical (Cr Hr)		\$300.00	\$318.00	\$337.00	\$337.00	\$337.00	\$37.00	12.33%
41 Dental Hygiene MS-Thesis (Cr Hr)		\$150.00	\$160.00	\$170.00	\$170.00	\$170.00	\$20.00	13.33%
42 Counseling-Graduate		\$690.00	\$740.00	\$790.00	\$900.00	\$900.00	\$210.00	30.43%
43 Radiographic Science		\$500.00	\$700.00	\$690.00	\$690.00	\$690.00	New	New
44 Clinical Lab Science		\$0.00	\$800.00	\$848.00	\$940.00	\$940.00	New	New
45 Paramedic Science		\$0.00	\$0.00	\$0.00	\$1,300.00	\$1,300.00	New	New
46 Dietetics (currently a class fee)		\$0.00	\$0.00	\$0.00	\$0.00	\$2,700.00	New	New
47 Social Work		\$0.00	\$200.00	\$250.00	\$250.00	\$250.00	New	New
48 Idaho Dental Education (IDEP)		\$19,090.00	\$20,444.00	\$21,572.00	\$22,462.00	\$24,260.00	\$5,170.00	27.08%
49 Other Fees:								
50 Western Undergrad Exchge		\$2,332.00	\$2,484.00	\$2,708.00	\$2,898.00	\$3,035.00	\$703.00	30.15%
51 In-service Fees/Cr Hr - Undergrad		\$78.00	\$83.00	\$86.00	\$92.00	\$96.00	\$18.00	23.08%
52 In-service Fees/Cr Hr - Grad		\$92.00	\$98.00	\$101.00	\$108.00	\$115.00	\$23.00	25.00%

<b>Effective Fall 09, A full time student is defined as:</b> <b>12 Cr Hrs for Undergrad Students - 9 Cr Hrs for Graduate Students</b>
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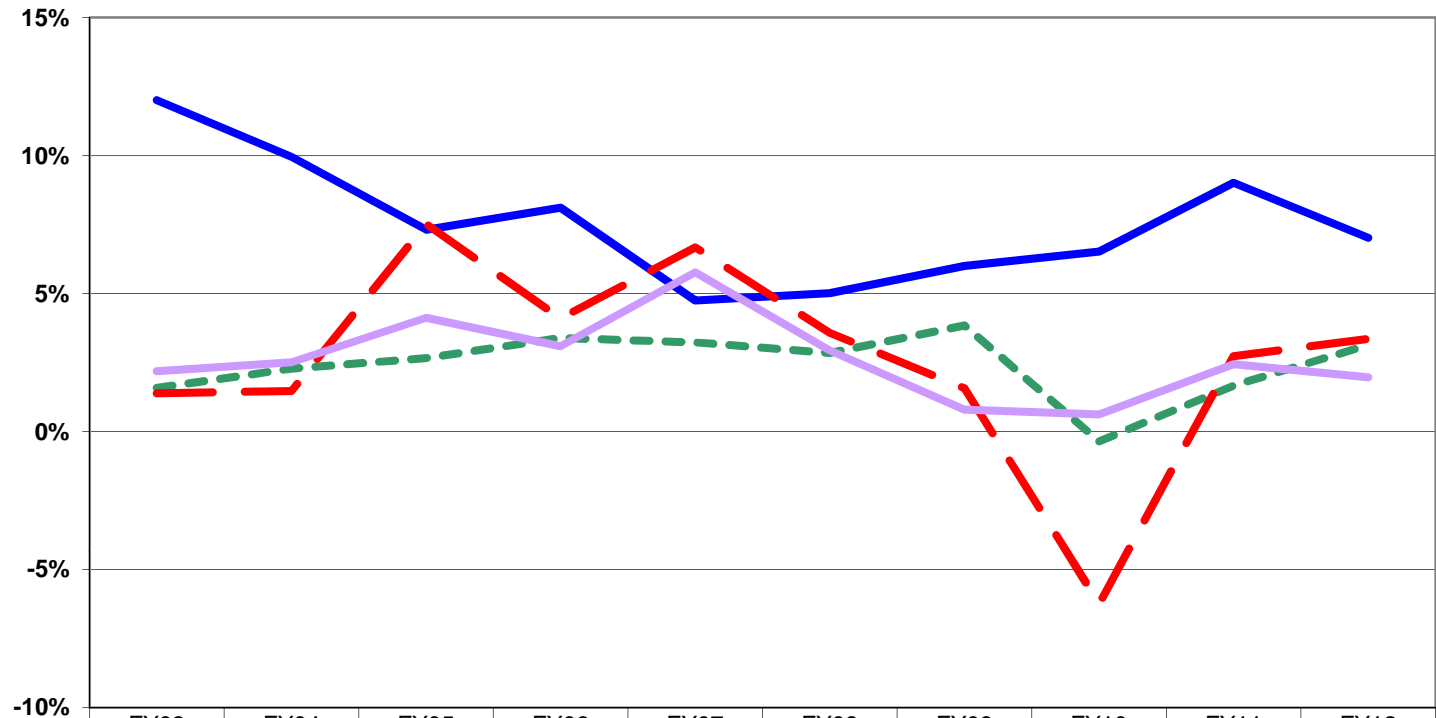
## Cost of Attending College vs. Per Capita Income Idaho State University



# Cost to Deliver College Idaho State University



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



	FY03	FY04	FY05	FY06	FY07	FY08	FY09	FY10	FY11	FY12
Resident Fees	12.00%	9.95%	7.31%	8.11%	4.75%	5.01%	6.00%	6.52%	9.02%	7.02%
Consumer Price Index	1.58%	2.28%	2.66%	3.39%	3.23%	2.85%	3.84%	-0.36%	1.66%	3.14%
Idaho Per Capita Income	1.38%	1.47%	7.52%	4.10%	6.67%	3.57%	1.57%	-6.24%	2.74%	3.36%
Idaho Average Annual Wage	2.19%	2.51%	4.12%	3.09%	5.76%	2.94%	0.80%	0.62%	2.44%	1.97%

Source: Idaho Commerce and Labor; Bureau of Economic Analysis, U.S. Department of Commerce; Division of Financial Management Economic Forecast, January 2012

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**BUSINESS AFFAIRS AND HUMAN RESOURCES**  
**APRIL 18, 2012**

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**IDAHO STATE UNIVERSITY**

**SUBJECT**

Approval of professional fee for the Dietetic Internship (DI) Program

**APPLICABLE STATUTE, RULE OR POLICY**

Idaho State Board of Education Governing Policies and Procedures, Section V.R.3.b.iv

**BACKGROUND/ DISCUSSION**

The DI program has been offered at Idaho State University since 1991. It has expanded from an initial four seats in Pocatello to currently 16 seats between the Pocatello and Meridian campus. Two additional seats are anticipated within the next two academic years in the Twin Falls area. (Note: Currently ISU does not offer this internship program in the Twin Falls area. This offering would be considered an expansion of an existing program and would require a review proposal.) The competitive application process has resulted in hundreds of local Didactic Program in Dietetics (DPD) graduates as well as many out of state transfers completing their internship through ISU. The professional fee will be attached to the dietetic internship course numbers of NTD 4488 (fall) and NTD 4489 (spring).

ISU requests approval to convert the DI course fee to a professional fee based on the criteria as outlined in the Board's Governing Policies and Procedures.

To designate a professional fee for a Board approved program, all of the following criteria must be met:

1. Credentialing Requirement:
  - a. A professional fee may be assessed if graduates of the professional program obtain a specialized higher education degree that qualifies them to practice a professional service or to be eligible for credentialing or licensing to practice a professional service.

***Response:*** Idaho State University houses the only Dietetic Internship (DI) in the state along with an undergraduate dietetic program (Didactic Program in Dietetics or DPD) on the Pocatello campus. The DPD culminates in a Bachelor of Science degree and the DI is a post baccalaureate certification program. Following graduation from a DPD, students are required to complete an internship in order to be eligible to sit for the national credentialing exam. Upon passing this exam, one can use the title of Registered Dietitian (R.D.). Both the DI and DPD are accredited through 2018 by the Accreditation Council for Education in Nutrition and Dietetics of the Academy of Nutrition and Dietetics (formerly known as the American Dietetic Association).

## BUSINESS AFFAIRS AND HUMAN RESOURCES

APRIL 18, 2012

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- b. The program leads to a degree that is at least the minimum required for entry to the practice of a profession.

**Response:** *Graduates of an undergraduate dietetic program (Didactic Program in Dietetics) are required to complete a supervised practice experience (Dietetic Internship) in order to be eligible to sit for the national registration exams for Dietitians. Once the exam is passed, the title Registered Dietitian can be used. This is the entry level of practice for Registered Dietitians in the United States of America.*

2. Accreditation Requirement (if applicable): The Program meets the requirements of national/specialized/professional accrediting agencies as defined by the State Board of Education.

**Response:** *The DI at Idaho State University is accredited by the Commission on Accreditation of Dietetic Education of the American Dietetic Association. Our current accreditation has been granted through 2018. In January of 2012, the name of the accrediting organization will change to the Accreditation Council for Education in Nutrition and Dietetics of the Academy of Nutrition and Dietetics. <http://www.eatright.org/cade.aspx>*

3. Extraordinary Program Costs: The cost of the professional program significantly exceeds the cost of nonprofessional programs at the institution. Institutions will be required to provide documentation to support the reported cost of the program. Institutions will propose professional fees for Board approval based on the costs to deliver the program

**Response:** *The Dietetic professional fees will support and be used to pay for the annual program fees to the national accrediting body and accreditation site visit expenses.*

*In addition, fees will also be used for the supervision of student interns to augment volunteer preceptors in the practicum areas of Community Nutrition, Foodservice Systems Management and Medical Nutrition Therapy. These are adjunct faculty hired to provide critical additional supervision of interns in affiliate facilities. Facilities that provide experiences for interns are decreasing their support due to economic constraints. In other words, the preceptors who volunteer their time don't often have the extra time to spend with interns. Adjunct faculty provide that critical support in mentoring interns needing additional time or training to master competencies.*

*Also, see letter from Linda Hatzenbuehler below for additional information and dialogue Linda had with Selena Grace concerning these issues.*

*These Professional fees will also support interns and faculty to attend continuing education conferences and provide student resources in preparation for the national credentialing exam.*

**BUSINESS AFFAIRS AND HUMAN RESOURCES**  
**APRIL 18, 2012**

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**IMPACT**

The proposed fee will provide the resources necessary to cover the cost of the program as well as provide a mechanism for students to cover the fee with student financial aid/loan applications.

**ATTACHMENTS**

Attachment 1 – Institutional Letter to Chief Academic Officer	Page 17
Attachment 2 – Program Budget	Page 19

**STAFF COMMENTS AND RECOMMENDATIONS**

This is a unique proposal in that it seeks a dollar-for-dollar conversion of a course fee to a professional fee. The primary basis for this request is to provide more flexibility for expenditure of the fee revenue. A secondary rationale is that unlike course fees, professional fees can be included in applications for financial aid. Regardless of whether the professional fee is approved, students in this program will pay the same amount.

Credentialing Requirement: This is not a degree program, thus it does not meet the letter of the policy's credentialing requirement. However, an internship is a component requirement in order to sit for the credentialing exam.

Accreditation Requirement: Staff finds that the program meets the accreditation requirements of the policy.

Extraordinary Program Costs: Staff suggests the Board consider the following: (i) has ISU demonstrated extraordinary program costs; (ii) is this program an institutional priority; and (iii) is there an expectation that the institution should provide appropriated funding sufficient to support the program?

**BOARD ACTION**

I move to approve the request by Idaho State University to approve the professional fee for the existing Dietetic Internship program as presented.

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

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# Idaho State UNIVERSITY

## Division of Health Sciences

921 South 8th Avenue, Stop 8055 · Pocatello, Idaho 83209-8055

January 27, 2012

Ms. Selena Grace  
Chief Academic Officer  
Office of the State Board of Education  
PO Box 83720  
Boise, ID 83720-0037

Dear Ms. Grace,

Thank you for meeting with me yesterday concerning ISU's request to change the fee structure within the Dietetic Internship program from course fees to professional fees. The Dietetic Internship (DI) program leads to professional credential, namely eligibility to sit for the Dietetic Registry Examination and ultimately, the nationally recognized Registered Dietitian (RD) credential. Our program is fully accredited by the Commission on Accreditation of Dietetic Education of the American Dietetic Association (ADA); hence it meets the first two criteria contained in the Professional Fee Policy. It is my understanding your primary concern about our request relates to the "Extraordinary Cost" section of the Professional Fee Policy.

The course fees within the DI were originally developed in order to address the extraordinary costs associated with the delivery of this program. Students are placed in community sites, and our DI coordinators are required to conduct site visits to assure that the competencies required by the ADA accreditation are met and documented as met. Internship placements and preceptors must be evaluated, and we are always in the process of developing new sites—an issue that has become increasingly challenging in these economic times. These activities require ongoing travel to distant sites in both Eastern and Western Idaho. Although our onsite dietitians (preceptors) are volunteers, recently we have had to pay for additional clinical supervision that occurs at the placement sites because the preceptors are not able to provide all of the supervision required for our students. Finally, we have distance learning (DL) costs to deliver the didactic portion of the program simultaneously in Pocatello and Meridian and annual accreditation fees.

The course fees for Fall 2012 are proposed to be \$1,350 per semester for the two semesters that it takes to complete the program. The total cost to the 16 interns will be \$2,700. This is the same amount that we are proposing for the professional fees. If the professional fees are not approved, the students will continue to pay the course fees at the rate stated above. It is my understanding that professional fees can be added to student

# Idaho State UNIVERSITY

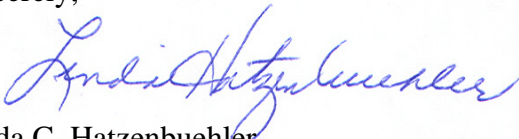
## Division of Health Sciences

921 South 8th Avenue, Stop 8055 · Pocatello, Idaho 83209-8055

financial aid/loan applications whereas course fees cannot. Hence this change in the type of fees assessed to students will not only be of benefit to the administrators of the program, who would like greater flexibility in the way they can expend funds, but also to students.

I am hopeful that this additional information will be helpful to you as we move forward with Board approval of this request.

Sincerely,



Linda C. Hatzenbuehler  
Associate Vice-President and Executive Dean

cc: Provost Barbara Adamcik  
Mr. Leo Herrman

Change Dietetic Internship Course Fees to Professional Fees

**PROPOSAL - ENROLLMENT PROJECTIONS**

	Year 1 FY	Year 2 FY	Year 3 FY
	Total	Total	Total
<b>New Enrollments</b>			
FTE	0.33	0.33	0.33
Headcount	17	18	18
<b>Shifting Enrollments</b>			
FTE	0	0	0
Headcount	0	0	0

**PROPOSAL - REVENUE**

	TOTAL	Year 1 FY	Year 2 FY	Year 3 FY
		Total	Total	Total
<b>Appropriated Funds - New</b>	0	0	0	0
<b>Appropriated Funds - Reallocation</b>	0	0	0	0
<b>Grants &amp; Contracts</b>	0	0	0	0
<b>Fees (Excluding Tuition)</b>	143,100	45,900	48,600	48,600
\$1350 x 2 semesters x intern				
<b>Other</b> application fee \$50 x ~80 per year	13,500	4,500	4,500	4,500
<b>GRAND TOTAL PROPOSED REVENUES</b>	156,600	50,400	53,100	53,100
RECURRING *	156,600	50,400	53,100	53,100
NON-RECURRING **	0	0	0	0

**PROPOSAL - EXPENDITURES**

	FTE	Salary	Fringe Benefits	Year 1 FY	Year 2 FY	Year 3 FY
				Total	Total	Total
<b>FTE Personnel and Costs</b>	0.88	26,809	5,710	32,519	32,519	32,519
<b>Operating Expenditures</b>	N/A	N/A	N/A	17,881	20,581	20,581
<b>Capital Costs</b>	N/A	N/A	N/A	0	0	0
<b>Library Support</b>	0	0	0	0	0	0
<b>Physical Facilities</b>	0	0	0	0	0	0
<b>Information Technology</b>				0	0	0
<b>GRAND TOTAL PROPOSED EXPENDITURES</b>				50,400	53,100	53,100
<b>PROPOSAL REVENUE LESS EXPENDITURES</b>				0	0	0

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**EASTERN IDAHO TECHNICAL COLLEGE**

**FY 2013 STUDENT FEE INFORMATION**

- Student Fee Recommendation Narrative Provided by Institution..... Page 3
- Provided by Board Staff:
  - Recommendations for Changes to Student Fees for FY 2013 Page 6
  - Potential Student Fee Revenue Changes for FY 2013 Page 7
  - 4-year History: Board Approved Fees plus FY 2013 Recommended Fees Page 8
  - Chart: Fee Increase Range with Revenues Page 9

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**BUSINESS AFFAIRS AND HUMAN RESOURCES**  
**APRIL 18, 2012**

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**Eastern Idaho Technical College**  
**Student Fee Hearing Summary**

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

Operational Changes: Organizational, service hours, service locations, support services (Web Advisor, Blackboard). EITC has cut down on part time employees and the number of hours used by remaining part time employees. Other employees are being shared between departments to maximize their utilization. Quantitative data has not been compiled.

Teaching Loads and Class Sizes: Teaching loads and class sizes are determined by the required throughput to meet projected labor market demands. In all programs other than health care education, and also in many health care education programs, there is only one instructor per program. The programs are too technically diverse for one instructor to cover two programs. Unlike larger colleges, division managers teach as well as manage. Bottom line: for the courses which we offer, we are as lean on the instructional side as we can be.

Space Utilization: space utilization is being looked at more closely, not only as a means of controlling costs but also as a means to regulate parking access, support potential classes by ISU and CSI. We have not achieved any economies through space utilization studies but the methodology to obtain and report space utilization data has been improved.

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

A fee increase at a level less than requested would most likely result in the need to curtail discretionary services to students which would impact the quality of learning, as opposed to the number of students. Library services would likely need to be reduced. Support for off-campus student services such as Blackboard and Web Advisor would probably be cut back. Some of these programs are linked to accreditation requirements, and substantial reductions would need to be carefully evaluated.

There would be no reduction in programmatic offerings. EITC offers only those programs which the local labor market specifically needs. There are no discretionary programs to cut.

There would be no changes in enrollment as a result of a fee increase less than requested. EITC strives to enroll only the number of full time students which the local labor market is expected to need at the time of their graduation, based on advisory boards for each program area. Part time students fill the remainder of seats available in

**BUSINESS AFFAIRS AND HUMAN RESOURCES**  
**APRIL 18, 2012**

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those classes which exist and which are offered for the full time professional-technical students.

**How has the FY2013 appropriation affected your fee request?**

EITC is funded through an allocation provided by PTE. PTE's preliminary information to EITC is that funding levels for FY2013 will be about the same as FY2012. Enrollment at EITC will be lower in FY2013 than in FY2012. EITC's fee increase request provides the same total funding for the college from student fees as FY2012 .

Some programs have been reduced in size based on projected needs in the region, and this reduction in program size reduces correspondingly the total student fees brought in. The requested per capita increase in fees is intended to no more than offset the reduction in enrollment and maintain a sufficient level of funds for the maintenance and operation of the college.

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# EASTERN IDAHO TECHNICAL COLLEGE

## Changes to Student Fees for FY 2013 Annual Full-Time Fees and Part-Time Credit Hour Fees

Annual Fees		Bd Appv	FY12 Fees	FY13 Initial Notice	Requested		
					FY13 Fees	Change	% Chg.
1	<b>Full-time Fees:</b>						
2	Vocational Education Fee	**	\$1,350.00	\$1,440.00	\$1,440.00	\$90.00	6.7%
3	Technology Fee	**	144.00	144.00	144.00	0.00	0.0%
4	Student Activity Fees 1)	**	438.00	438.00	438.00	0.00	0.0%
5	<b>Total Full-time Fees</b>		<u>\$1,932.00</u>	<u>\$2,022.00</u>	<u>\$2,022.00</u>	<u>\$90.00</u>	<u>4.7%</u>
6							
7	<b>Part-time Credit Hour Fees:</b>						
8	Education Fee	**	\$90.00	\$92.00	\$92.00	\$2.00	2.2%
9	<b>Total Part-time Cr Hr Fees:</b>		<u>\$90.00</u>	<u>\$92.00</u>	<u>\$92.00</u>	<u>\$2.00</u>	<u>2.2%</u>
10							
11	<b>Additional Nonresident Tuition:</b>						
12	Full-time Nonresident Tuition	**	\$5,146.00	\$5,146.00	\$5,146.00	\$0.00	0.0%
13	Part-time Nonresident Tuition/Cr	**	\$90.00	\$90.00	\$90.00	\$0.00	0.0%
14							
15							
16							
17							
18							
19	1) Changes to Student Activity Fees:						
20	Full-time:						
21	Bookstore		\$0.00	\$0.00	\$0.00	\$0.00	0.0%
22	Institutional Development		\$20.00	\$20.00	\$20.00	\$0.00	0.0%
23	Library		\$158.00	\$158.00	\$158.00	\$0.00	0.0%
24	Parking		\$30.00	\$30.00	\$30.00	\$0.00	0.0%
25	Registration		\$98.00	\$98.00	\$98.00	\$0.00	0.0%
26	Scholarship		\$62.00	\$62.00	\$62.00	\$0.00	0.0%
27	Student Body		\$50.00	\$50.00	\$50.00	\$0.00	0.0%
28	Student Union		\$20.00	\$20.00	\$20.00	\$0.00	0.0%
29	Total		<u>\$438.00</u>	<u>\$438.00</u>	<u>\$438.00</u>	<u>\$0.00</u>	<u>0.0%</u>

# EASTERN IDAHO TECHNICAL COLLEGE

## Potential Student Fee Revenue Changes for FY 2013

### Due to Enrollment and Fee Changes

Annual Fees	Projected		Potential Revenue Generated Due to Enrollment and Fee Changes			
	HC/SCH Enrollmt		Enrollment Changes		Fee Changes	
	FY12	FY13	Gen Educ	Local	Gen Educ	Local
<b>Full-time Fees:</b>						
Vocational Education Fee	330	310	(\$27,000)		\$27,900	
Technology Fee	330	310		(\$2,900)		\$0
Student Activity Fees 1)	330	310		(\$8,800)		\$0
<b>Total Full-time Fees</b>			(\$27,000)	(\$11,700)	\$27,900	\$0
<b>Part-time Credit Hour Fees:</b>						
Education Fee	5,706	5,706			\$11,400	
<b>Total Part-time Cr Hr Fees:</b>			\$0	\$0	\$11,400	\$0
<b>Other Student Fees:</b>						
Full-time Nonresident Tuition	10	10			\$0	
Part-time Nonresident Tuition/Cr	0	0			\$0	
<b>Total Other Student Fees</b>			\$0	\$0	\$0	\$0
<b>Total Additional Student Fee Revenue</b>			(\$27,000)	(\$11,700)	\$39,300	\$0
<b>1 Changes to Student Activity Fees:</b>						
Full-time:						
Bookstore	561	561		\$0		\$0
Institutional Development	561	561		\$0		\$0
Library	561	561		\$0		\$0
Parking	561	561		\$0		\$0
Registration	561	561		\$0		\$0
Scholarship	561	561		\$0		\$0
Student Body	561	561		\$0		\$0
Student Union	561	561		\$0		\$0
<b>Total</b>			\$0	\$0	\$0	\$0

# EASTERN IDAHO TECHNICAL COLLEGE

## 4-year History of Board Approved Fees plus FY13 Requested Fees Annual Full-Time Fees and Part-Time Credit Hour Fees

Annual Fees		FY 2009	FY 2010	FY 2011	FY 2012	Request FY 2013	4-Year Increase	% Increase
1	<b>Full-time Fees:</b>							
2	Vocational Education Fee	\$1,132.00	\$1,236.00	\$1,326.00	\$1,350.00	\$1,440.00	\$308.00	27.21%
3	Technology Fee	40.00	76.00	76.00	144.00	144.00	104.00	260.00%
4	Student Activity Fees 1)	494.00	438.00	438.00	438.00	438.00	(56.00)	-11.34%
5	<b>Total Full-time Fees</b>	<u>\$1,666.00</u>	<u>\$1,750.00</u>	<u>\$1,840.00</u>	<u>\$1,932.00</u>	<u>\$2,022.00</u>	<u>\$356.00</u>	<u>21.37%</u>
6	Percentage Increase	<u>2.0%</u>	<u>5.0%</u>	<u>5.1%</u>	<u>5.0%</u>	<u>4.7%</u>		
7								
8	<b>Part-time Credit Hour Fees:</b>							
9	Education Fee	\$83.00	\$84.00	\$86.00	\$90.00	\$92.00	\$9.00	10.84%
10	<b>Total Part-time Cr Hr Fees:</b>	<u>\$83.00</u>	<u>\$84.00</u>	<u>\$86.00</u>	<u>\$90.00</u>	<u>\$92.00</u>	<u>\$9.00</u>	<u>10.84%</u>
11								
12	<b>Additional Nonresident Tuition:</b>							
13	Full-time Nonresident Tuition	\$4,442.00	\$4,664.00	\$4,900.00	\$5,146.00	\$5,146.00	\$704.00	15.85%
14	Part-time Nonresident Tuition/Cr	<u>\$83.00</u>	<u>\$84.00</u>	<u>\$86.00</u>	<u>\$90.00</u>	<u>\$90.00</u>	<u>\$7.00</u>	<u>8.43%</u>



# Eastern Idaho Technical College

## Fee Increase Range with Revenues

Full-time Undergraduate Resident and Nonresident Fee  
Does not include revenue from projected enrollment changes

		Current FY 2012	Request FY 2013	% Increase	Change		
1							
2	<b>Resident</b>	\$1,932.00	\$2,022.00	4.66%	\$90.00		
3	<b>Nonresident</b>	\$5,146.00	\$5,146.00	0.00%	\$0.00		
4							
5		<b>Resident</b>				<b>Nonresident</b>	
6	%	Total	Change	Revenue	Total	Change	Revenue
7	1.00%	\$1,952	\$20	\$11,200	\$5,198	\$52	\$500
8	1.50%	\$1,962	\$30	\$16,800	\$5,224	\$78	\$800
9	2.00%	\$1,972	\$40	\$22,400	\$5,250	\$104	\$1,000
10	2.50%	\$1,982	\$50	\$28,100	\$5,276	\$130	\$1,300
11	3.00%	\$1,990	\$58	\$32,500	\$5,302	\$156	\$1,600
12	3.50%	\$2,000	\$68	\$38,100	\$5,328	\$182	\$1,800
13	4.00%	\$2,010	\$78	\$43,800	\$5,352	\$206	\$2,100
14	4.50%	\$2,020	\$88	\$49,400	\$5,378	\$232	\$2,300
15	5.00%	\$2,030	\$98	\$55,000	\$5,404	\$258	\$2,600
16	5.50%	\$2,040	\$108	\$60,600	\$5,430	\$284	\$2,800
17	6.00%	\$2,048	\$116	\$65,100	\$5,456	\$310	\$3,100
18	6.50%	\$2,058	\$126	\$70,700	\$5,482	\$336	\$3,400
19	7.00%	\$2,068	\$136	\$76,300	\$5,508	\$362	\$3,600
20	7.50%	\$2,078	\$146	\$81,900	\$5,532	\$386	\$3,900
21	8.00%	\$2,088	\$156	\$87,500	\$5,558	\$412	\$4,100
22	8.50%	\$2,098	\$166	\$93,100	\$5,584	\$438	\$4,400
23	9.50%	\$2,116	\$184	\$103,200	\$5,636	\$490	\$4,900
24	10.00%	\$2,126	\$194	\$108,800	\$5,662	\$516	\$5,200

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**INSTRUCTION, RESEARCH, AND STUDENT AFFAIRS**  
**APRIL 19, 2012**

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<b>TAB</b>	<b>DESCRIPTION</b>	<b>ACTION</b>
<b>1</b>	<b>STUDENT HEALTH INSURANCE PROGRAM (SHIP)</b>	Approval Item

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**INSTRUCTION, RESEARCH & STUDENT AFFAIRS**  
**APRIL 18, 2012**

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**SUBJECT**

Student Health Insurance Program (SHIP)

**REFERENCE**

April 2010

Board approval of Student Health Insurance Program  
Consortium contract

**APPLICABLE STATUTES, RULE OR POLICY**

Idaho State Board of Education Governing Policies & Procedures, Section III.P.16.

**BACKGROUND / DISCUSSION**

Board policy III.P.16 provides that "Every full-fee paying student ... attending classes in Idaho shall be covered by health insurance. Students shall purchase health insurance offered through the institution, or may instead, at the discretion of each institution, present evidence of health insurance coverage that is at least substantially equivalent to the health insurance coverage offered through the institution."

In 2009, in an effort to combat the rate at which SHIP premiums were impacting students, Boise State University (BSU), Idaho State University (ISU) and Lewis-Clark State College (LCSC) joined forces in a consortium to negotiate a new contract. The consortium initially provided additional benefits at a reduced cost to all students. The contract was awarded by the State Division of Purchasing to Renaissance Agencies, a national student health insurance provider. Renaissance partnered with Nationwide as underwriter. The original rates were guaranteed for the first two years of the contract. Contractually, the rate may increase a maximum of 4% per year. Since the initial agreement, Renaissance was purchased by Ascension. It should be noted that while Eastern Idaho Technical College (EITC) is not a party to the consortium, they too use Renaissance/Ascension as their SHIP provider and benefitted indirectly from the consortium rate negotiations.

In early April, the institutions were provided its new rates for the 2012-2013 academic year as shown in the table on the next page. By way of comparison, University of Idaho (UI) is not part of the consortium but its SHIP carrier is United Health Care (the same carrier that came with the lowest bid for the consortium in AY 2012-13). UI is looking at a five percent (5%) increase in SHIP premiums next fall. The difference, in part, could be attributed to the fact that UI's plan is already Patient Protection and Affordable Care Act (PPACA) compliant.

**INSTRUCTION, RESEARCH & STUDENT AFFAIRS**  
**APRIL 18, 2012**

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	Academic Year		% Chg
	2011-12	2012-13	
<b>BSU</b>	\$1,622	\$2,124	30.9%
<b>ISU</b>	\$1,270	\$1,861	46.5%
<b>LCSC</b>	\$1,232	\$1,703	38.2%
<hr/>			
<b>EITC</b>			
(option 1)	\$252	\$1,620	542.9%
(option 2)	\$252	\$942	273.8%
<hr/>			
<b>UI</b>	\$1,424	\$1,495	5.0%

SHIP premium increases of this magnitude are clearly of grave concern to the institutions. To further complicate matters, the constitutionality of PPACA has been challenged in the U.S. Supreme Court, with a decision expected in June.

The PPACA coverage requirements has raised the age of dependents who can be covered on their parents' policies to 26, which captures the age group of the majority of students. In addition, BSU has suggested that students would be better served if the university focused on managing an affordable voluntary plan for the 28% of students who need insurance, rather than spending their time on the 70% who waive out of SHIP due to existing coverage.

**IMPACT**

With the SHIP premium cost estimates for next year, the annual premium is approaching a cost equal to a semester of tuition and fees, or in the case of EITC the annual cost of tuition and fees.

**ATTACHMENTS**

Attachment 1 – Board Policy III.P.16. Excerpt  
Attachment 2 – 2012-13 Carrier Response

Page 5  
Page 7

**STAFF COMMENTS AND RECOMMENDATIONS**

BSU, ISU, LCSC and EITC have requested that the Board waive its policy for mandatory student health insurance for one year. This would give time for the legal status of PPACA to manifest and for the institutions to evaluate student health insurance options. Although UI is not part of the consortium, waiver of the SHIP policy would impact UI and may even place its plan in jeopardy given its already low participation rate of 25%.

Another option would be to amend the policy provision which allows a student to opt-out of purchasing student health insurance by showing “evidence of health insurance coverage that is at least substantially equivalent to the health

**INSTRUCTION, RESEARCH & STUDENT AFFAIRS**  
**APRIL 18, 2012**

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insurance coverage offered through the institution.” The Board could determine that evidence of any coverage is sufficient for purposes of the policy.

A third alternative could be to leave the mandate in place, but get out of the insurance business altogether. The volatile regulatory and pricing environment of health insurance is such that it may be time to reevaluate whether institutions are in the business of providing education or health insurance. One consortium institution has noted that an outside carrier began offering a high deductible plan to students, reducing participation in SHIP by 15%.

Staff recommends the institutions be prepared to answer the following questions:

1. If the Board waives the mandatory health insurance for one year, how would your institution ensure that the SHIP students get the best available coverage? What would the institution's role be if students can't obtain coverage?
2. What programs can your institution realistically develop prior to fall term, and what tools would you use (e.g. institution health center, contract with external health center, develop a list of vendors that would come to campus, etc.)?
3. How is your institution handling athletes under the current SHIP and how would you manage this if the mandatory requirement were waived (assuming coverage must be obtained in order to compete in NCAA or NAIA)?
4. There are many unknowns about PPACA which may or may not be resolved in the next year. Given these unknowns and the short timeline for notifying current student participants, how could your institution make the most of the current situation so that a better long term solution can be developed in the next year when more might be determined about PPACA?

**BOARD ACTION**

I move to waive Board policy III.P.16. for Fiscal Year 2013 only, and to direct the institutions to evaluate student health insurance options and report findings and recommendation to the Board by no later than the December 2012 regular Board meeting.

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

**OR**

**INSTRUCTION, RESEARCH & STUDENT AFFAIRS**  
**APRIL 18, 2012**

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I move to waive Board policy III.P.16.b. for Fiscal Year 2013, only with respect to students presenting “evidence of health insurance coverage that is at least substantially equivalent to the health insurance coverage offered through the institution,” to allow students to present evidence of any health insurance coverage for purposes of satisfying the policy’s coverage mandate.

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

**OR**

I move to waive Board policy III.P.16. for Fiscal Year 2013, only with respect to requiring institutions to provide the opportunity for students to purchase health insurance, and to direct staff to bring a revised policy forward at the regular June meeting.

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



**Idaho State Board of Education**  
**GOVERNING POLICIES AND PROCEDURES**

**SECTION: III. POSTSECONDARY AFFAIRS**

**SUBSECTION: P. STUDENTS**

**June 2010**

**16. Student Health Insurance (Effective July 1, 2003)**

The Board's student health insurance policy is a minimum requirement. Each institution, at its discretion, may adopt policies and procedures more stringent than those provided herein.

**a. Health Insurance Coverage Offered through the Institution**

Each institution shall provide the opportunity for students to purchase health insurance. Institutions are encouraged to work together to provide the most cost effective coverage possible. Health insurance offered through the institution shall provide benefits in accordance with state and federal law.

**b. Mandatory Student Health Insurance**

Every full-fee paying student (as defined by each institution) attending classes in Idaho shall be covered by health insurance. Students shall purchase health insurance offered through the institution, or may instead, at the discretion of each institution, present evidence of health insurance coverage that is at least substantially equivalent to the health insurance coverage offered through the institution. Students without evidence of health insurance coverage shall be ineligible to enroll at the institution.

**i. Students presenting evidence of health insurance coverage not acquired through the institution shall provide at least the following information:**

- (1) Name of health insurance carrier
- (2) Policy number
- (3) Location of an employer, insurance company or agent who can verify coverage

**ii. Each institution shall monitor and enforce student compliance with this policy.**

**iii. Each institution shall develop procedures that provide for termination of a student's registration if he or she is found to be out of compliance with this policy while enrolled at the institution. Each institution, at its discretion, may provide a student found to be out of compliance the opportunity to come into compliance before that student's registration is terminated, and may provide that a student be allowed to re-enroll upon meeting the conditions set forth herein, and any others as may be set forth by the institution.**

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## 2012-2013 Final Cost Menu

Boise State University

		<b>United Health Care</b>
		<b>2012-2013 TOTAL Annual Cost</b>
	Student	\$ 2,123.88
	Spouse	\$ 3,040.60
	Children	\$ 2,606.72

BENEFIT OPTIONS		ANNUAL
PPACA Compliance for 2012-2013		Mandatory
1.	Incorporate compliance with PPACA requirements, including those changes listed below, at a plan maximum of \$250,000 per policy year for all conditions.	
	Allow coverage for dependent children under age 26 (currently age 25) DEPENDENT RATE	Included
	Waive pre-existing condition limitation for covered dependent children under age 19 DEPENDENT RATE	Included
	Incorporate coverage of preventive services at 100% in-network (with deductible and copays waived) and 60% out-of-network (deductible and copays apply), including the following:	Included
	a. evidence-based items or services that have in effect a rating of 'A' or 'B' in the current recommendations of the United States Preventive Services Task Force (USPSTF)	
	b. immunizations that have in effect a recommendation from the Advisory Committee on Immunization Practices of the Centers for Disease Control and Prevention with respect to the individual involved	
	c. with respect to infants, children, and adolescents, evidence-informed preventive care and screenings provided for in the comprehensive guidelines supported by the Health Resources and Services Administration	
	d. with respect to women, such additional preventive care and screenings, not described in (a) above, as provided for in comprehensive guidelines supported by the Health Resources and Services Administration	
	Remove treatment of inpatient mental disorders and/or alcohol and substance abuse maximum of \$7,000 per policy year. Paid up to \$100,000 subject to 15 days per Policy Year.	Included
	Remove outpatient prescription drug maximum of \$500 per policy year (paid up to \$100,000) and waive co pays for prescription contraceptives.	Included
	Remove durable medical equipment/braces and appliances maximum of \$2,500 per policy year (paid up to \$100,000)	Included
	Remove infusion therapy maximum of \$3,000 per policy year (paid up to \$100,000)	Included
	Remove prosthetic devices maximum of \$2,500 per policy year (paid up to \$100,000) and limit of single purchase.	Included

	Remove exclusions for :	
	sterilization (women only)	Included
	obesity and weight loss treatment	Included
	routine physical exams including well-baby and well-child visits	Included
	routine newborn care	Included
	preventive testing or treatment, including STD screenings as required under preventive services above	Included
	immunizations, vaccines, inoculations, preventive shots	Included
	vitamins and minerals provided for specific preventive services	Included
	treatment of addiction, including drug, alcohol, nicotine and non-chemical addictions	Included
	hearing and vision screening (for children only)	Included
	orthotics	Included
	contraceptives and morning after pill	Included
	organ transplants	Included
	growth hormones	Included
	<b>Other Requested Benefit Changes</b>	
3.	Remove ICS coverage.	pending State Contract review
4.	Included Basic Dental Coverage (Voluntary).	677.00
5.	Add a voluntary part time (9 to 11 credits undergraduate and 6 to 8 credits graduate) student enrollment option (non-PPACA and capitation not included).	
	a. Student	295.34
	b. Spouse	0.00
	c. Child(ren)	0.00
6.	Quote for BSU standalone policy (out of Consortium, non-PPACA and capitation not included).	8.42
7.	Amend the Policy Year Deductible \$250 In-Network providers/ \$500 Out-of-Network to:	
	i. waived at the University Health Center:	
	a. \$500 In-Network/\$1,000 Out-of-Network	-59.07
	b. \$1,000 In-Network/\$2,000 Out-of-Network	-162.44
	c. \$2,000 in-Network/\$4,000 Out-of-Network	-295.34
	d. \$3,000 in-Network/\$6,000 Out-of-Network	-383.95
	e. \$4,000 in-Network/\$8,000 Out-of-Network	-443.02
	f. \$5,000 in-Network/\$10,000 Out-of-Network	-502.08
8.	Remove "full fee paying" requirement from eligibility.	0.00
9.	Remove waiver option for all international students.	-4.61

10.	Incorporate Athletic training into Outpatient Rehabilitation Services as a covered service outside of the health center:	
	a. upto 20 visits	5.54
	b. upto 36 visits	7.38
	c. unlimited visits	9.23
11.	Amend the Chiropractic Treatment benefit office visit (limited to one visit per day) maximum of 24 visits to :	
	a. 10 visits per Policy Year	Not Offered
	b. 15 visits per Policy Year	Not Offered
12.	Vision quote (offered through VSP) annual enrollment only (12/12/12):	
	i. Bundled (mandatory with enrollment in the SHIP plan) with a \$10/\$10 co-pay:	
	a. student only	88.44
	b. student +1	176.64
	c. student + family	207.60
	ii. Bundled (mandatory with enrollment in the SHIP plan) with a \$10/\$25 co-pay:	
	a. student only	71.16
	b. student +1	142.08
	c. student + family	166.92
	iii. Voluntary plan with a \$10/\$10 co-pay:	
	a. student only	114.64
	b. student +1	227.80
	c. student + family	267.56
	iv. Voluntary plan with a \$10/\$25 co-pay:	
	a. student only	93.12
	b. student +1	185.88
	c. student + family	218.32

## 2012-2013 Final Cost Menu

Eastern Idaho Technical College

		United Health Care Option 1 2012-2013 TOTAL Annual Cost	United Health Care Option 2 2012-2013 TOTAL Annual Cost
	Student	\$ 1,620.00	\$ 942.00
	Student Voluntary	\$ 2,896.36	\$ 2,350.00
	Each Dependent	\$ 2,896.36	\$ 2,896.36

BENEFIT OPTIONS		ANNUAL	ANNUAL
PPACA Compliance for 2012-2013		Mandatory	Mandatory
1.	Incorporate compliance with PPACA requirements, including those changes listed below, and changing the plan maximum from \$50,000 aggregate maximum benefit per injury or sickness to \$100,000 per policy year maximum for all conditions.	Included	Included
	Allow coverage for dependent children under age 26 DEPENDENT RATE ONLY	Included	Included
	Waive pre-existing condition limitation for covered dependent children under age 19 DEPENDENT RATE ONLY	Included	Included
	Incorporate coverage of preventive services at 100% in-network (with deductible and copays waived) and 60% out-of-network (deductible and copays apply), including the following:	Included	Included
	a. evidence-based items or services that have in effect a rating of 'A' or 'B' in the current recommendations of the United States Preventive Services Task Force (USPSTF)		
	b. immunizations that have in effect a recommendation from the Advisory Committee on Immunization Practices of the Centers for Disease Control and Prevention with respect to the individual involved		
	c. with respect to infants, children, and adolescents, evidence-informed preventive care and screenings provided for in the comprehensive guidelines supported by the Health Resources and Services Administration		
	d. with respect to women, such additional preventive care and screenings, not described in (a) above, as provided for in comprehensive guidelines supported by the Health Resources and Services Administration		
	Remove ambulance maximum of \$1,500 per policy year (Nationwide Quote is paid up to \$100,000 Maximum per Policy Year)	Included	Included
	Remove outpatient day surgery miscellaneous maximum of \$1,000 per policy year (Nationwide Quote is paid up to \$100,000 Maximum per Policy Year)	Included	Included
	Remove outpatient mental disorder maximum of \$5,000 per policy year. (Nationwide Quote is paid up to \$100,000 Maximum per Policy Year subject to 30 visits per policy year)	Included	Included
	Remove outpatient prescription drug maximum of \$10,000 per policy year (paid up to \$100,000 Maximum per Policy Year for all conditions)	Included	Included
	Remove inpatient surgical expense maximum of \$1,000 per policy year (Nationwide Quote is paid up to \$100,000 Maximum per Policy Year)	Included	Included

## ATTACHMENT 2

	Remove outpatient surgical expense maximum of \$1,000 per policy year (Nationwide Quote is paid up to \$100,000 Maximum per Policy Year)	<i>Included</i>	<i>Included</i>
	Remove exclusions for any of the following:		
	sterilization (for women only)	<i>Included</i>	<i>Included</i>
	learning disabilities, autism, ADD and ADHD	<i>Included</i>	<i>Included</i>
	routine physical exams including well-baby and well-child visits	<i>Included</i>	<i>Included</i>
	preventive testing or treatment, including STD screenings as required under preventive services above	<i>Included</i>	<i>Included</i>
	immunizations or vaccines	<i>Included</i>	<i>Included</i>
	organ transplants	<i>Included</i>	<i>Included</i>
	hearing and vision screening (for children only)	<i>Included</i>	<i>Included</i>
	allergy testing	<i>Pending</i>	<i>Pending</i>
<b>Other Requested Benefit Changes</b>			
1.	Add a plan deductible of \$250 per policy year.		<i>Included</i>
2.	Change office visit copay from \$15 per visit to \$25 per visit.		<i>Included</i>
3.	Incorporate an Outpatient Emergency Room Expense (waived if admitted) co-pay of \$150 per visit.		<i>Included</i>
4.	Incorporate outpatient prescription drug copays of \$10 generic/\$25 brand.		<i>Included</i>
5.	Change PPO/Non-PPO co-insurance of 80% of Preferred Allowance/60% of R&C to 70% of Preferred Allowance/50% of R&C.		<i>Included</i>

## 2012-2013 Final Cost Menu

Idaho State University

		<b>United Health Care 2012-2013 TOTAL Annual Cost</b>
	Student	\$ 1,861.08
	Spouse	\$ 2,437.30
	Child(ren)	\$ 2,090.14

BENEFIT OPTIONS		ANNUAL
<b>PPACA Compliance for 2012-2013</b>		<b>Mandatory</b>
1.	Incorporate compliance with PPACA requirements, including those changes listed below, and changing the plan maximum from \$250,000 lifetime aggregate per condition to \$250,000 per policy maximum for all conditions.	<i>Included</i>
	Allow coverage for dependent children under age 26 (currently under age 25) DEPENDENT RATE ONLY	<i>Included</i>
	Waive pre-existing condition limitation for covered dependent children under age 19 DEPENDENT RATE ONLY	<i>Included</i>
	Incorporate coverage of additional preventive services at 100% in-network and at the SHC (with deductible and copays waived) and 60% out-of-network (deductible and copays apply), including the following:	<i>Included</i>
	a. evidence-based items or services that have in effect a rating of 'A' or 'B' in the current recommendations of the United States Preventive Services Task Force (USPSTF)	
	b. immunizations that have in effect a recommendation from the Advisory Committee on Immunization Practices of the Centers for Disease Control and Prevention with respect to the individual involved	
	c. with respect to infants, children, and adolescents, evidence-informed preventive care and screenings provided for in the comprehensive guidelines supported by the Health Resources and Services Administration	
	d. with respect to women, such additional preventive care and screenings, not described in (a) above, as provided for in comprehensive guidelines supported by the Health Resources and Services Administration	
	Remove inpatient mental disorder maximum of \$7,000 per policy year; (Nationwide Quote will pay up to \$100K subject to 15 days per Policy Year)	<i>Included</i>
	Remove physical therapy maximum of \$50 per visit and \$750 per policy year; (Nationwide Quote will pay up to \$100,000 subject to 5 visits each per calendar year for PT, Chiro and OT)	<i>Included</i>
	Include an outpatient prescription drug benefit up to \$100,000 per policy year	<i>Included</i>
	Emergency Room benefit paid at 80% in/out of network	<i>Included</i>
	Remove exclusions for any of the following:	
	prescription contraceptives, including the morning after pill	<i>Included</i>
	sterilization (for women only)	<i>Included</i>
	learning disabilities, autism, ADD and ADHD	<i>Included</i>
	routine physical exams including well-baby and well-child visits	<i>Included</i>
	preventive testing or treatment, including STD screenings as required under preventive services above	<i>Included</i>



	immunizations or vaccines	Included
	injury due to use of alcohol or drugs	Included
	organ transplants	Included
	hearing and vision screening (for children only)	Included
	allergy testing or treatment	Included
	outpatient prescription drugs	Included
<b>Other Requested Benefit Changes</b>		
2.	Implement an SHC Referral Requirement when within a 25-mile radius, except in the case of an emergency or when treated at Unity Health Center-Meridian	-39.00
3.	Incorporate coverage for Antibody Titers at SHC and Unity	1.56
4.	Allow access to Student Health Center for PPACA preventive services (paid at 100%):	
	a. spouse	Pending
	b. children	Pending
5.	Incorporate coverage for mental disorders/substance abuse at the SHC and Unity (paid at 100%):	
	a. up to current maximum of 12 visits per policy year	0.00
	b. up to maximum of 25 visits per policy year	4.68
	c. up to maximum of 50 visits per policy year	7.02
	d. with unlimited visits per policy year	12.48
6.	Incorporate coverage for allergy treatment at SHC and Unity (paid at 100%)	12.48
7.	Incorporate coverage of diabetic counseling at SHC and Unity (paid at 100%)	4.68
9.	Change waiver submission requirement from once per term to once per school year	0.00
10.	Amend the Policy Year Deductible \$250 In-Network providers/ \$500 Out-of-Network to:	
	i. waived at the University Health Center;	
	a. \$500 In-Network/\$1,000 Out-of-Network	-49.92
	b. \$1,000 In-Network/\$2,000 Out-of-Network	-137.28
	c. \$2,000 in-Network/\$4,000 Out-of-Network	-249.60
	d. \$3,000 in-Network/\$6,000 Out-of-Network	-324.48
	e. \$4,000 in-Network/\$8,000 Out-of-Network	-374.40
	f. \$5,000 in-Network/\$10,000 Out-of-Network	-424.32
11.	Include a prescription drug plan with Express Scripts as the network and the following co-pays (except on prescription contraceptives), paid up to \$100,000:	
	a. Generic \$10 / Brand \$20	Pending
	b. Generic \$10 / Brand \$20; \$250 deductible (waived at the SHC)	Pending
	c. Generic \$20 / Brand \$50	Pending
	d. Generic \$20 / Brand \$50; \$250 deductible (waived at the SHC)	Pending
	e. Generic \$5 / Preferred \$25 / Non-preferred \$50	Pending
	f. Generic \$5 / Preferred \$25 / Non-preferred \$50; \$250 deductible (waived at the SHC)	Included

## 2012-2013 Final Cost Menu

Lewis Clark State College

		<b>United Health Care 2012-2013 TOTAL Annual Cost</b>
	<b>Student</b>	<b>\$ 1,702.84</b>
	<b>Spouse</b>	<b>\$ 2,259.84</b>
	<b>Child(ren)</b>	<b>\$ 1,938.47</b>

BENEFIT OPTIONS		ANNUAL
PPACA Compliance for 2012-2013		Mandatory
1.	Incorporate compliance with PPACA requirements, including those changes listed below, and changing the plan maximum from \$250,000 per policy year to \$250,000 per policy year for all conditions.	
	Allow coverage for dependent children under age 26 (Currently under age 25 ) DEPENDENT RATE ONLY	Included
	Waive pre-existing condition limitation for covered dependent children under age 19 DEPENDENT RATE ONLY	Included
	Incorporate coverage of additional preventive services at 100% in-network and at the SHC (with deductible and copays waived) and 60% out-of-network (deductible and copays apply), including the following:	Included
	a. evidence-based items or services that have in effect a rating of 'A' or 'B' in the current recommendations of the United States Preventive Services Task Force (USPSTF)	
	b. immunizations that have in effect a recommendation from the Advisory Committee on Immunization Practices of the Centers for Disease Control and Prevention with respect to the individual involved	
	c. with respect to infants, children, and adolescents, evidence-informed preventive care and screenings provided for in the comprehensive guidelines supported by the Health Resources and Services Administration	
	d. with respect to women, such additional preventive care and screenings, not described in (a) above, as provided for in comprehensive guidelines supported by the Health Resources and Services Administration	
	Remove durable medical equipment maximum of \$1,000 per policy year paid up to \$100,000 per policy year	Included
	Remove inpatient mental disorder maximum of \$7,000 per policy year paid up to \$100,000 subject to 15 day per policy year max	Included
	Remove physical therapy maximum of \$750 per condition paid up to \$100,000, subject to 5 visit per year max	Included
	Remove outpatient prescription drug maximum of \$500 per policy year paid up to \$100,000 per policy year	Included
	Waive copays for prescription contraceptives	Included
	Add coverage for contraceptives	Included
	Remove exclusions for any of the following:	
	sterilization (for women only)	Included
	learning disabilities, autism, ADD and ADHD	Included
	routine physical exams including well-baby and well-child visits	Included
	preventive testing or treatment, including STD screenings as required under preventive services above	Included
	immunizations or vaccines	Included
	speech therapy	Included
	hearing and vision screening (for children only)	Included

	prescription contraceptives	Included
	<b>Other Requested Benefit Changes</b>	
3.	Remove ICS coverage of \$2500 per condition	-44.46
4.	Change SHC coinsurance from 80% to 100% for all treatments	Pending
5.	Change RX copays from current \$15 generic/ \$25 brand to:	
	a. \$25 generic/ \$40 brand	-10.37
	b. \$25 generic/ \$50 brand	-11.86
6.	Remove pre-existing conditions limitation for all insureds	88.92
7.	Remove Intercollegiate Sports maximum of \$2,500 per condition (paid up to plan maximum chosen above)	118.56
8.	Amend the Policy Year Deductible \$250 In-Network providers/ \$500 Out-of-Network to:	
	i. waived at the University Health Center;	
	a. \$500 In-Network/\$1,000 Out-of-Network	-47.42
	b. \$1,000 In-Network/\$2,000 Out-of-Network	-130.42
	c. \$2,000 in-Network/\$4,000 Out-of-Network	-237.12
	d. \$3,000 in-Network/\$6,000 Out-of-Network	-308.26
	e. \$4,000 in-Network/\$8,000 Out-of-Network	-355.68
	f. \$5,000 in-Network/\$10,000 Out-of-Network	-403.10
9.	Change physical therapy maximum to 15 visit per year max.	Pending

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## CONSENT AGENDA

April 19, 2011

TAB	DESCRIPTION	ACTION
1	IRSA QUARTERLY REPORT: PROGRAMS AND CHANGES APPROVED BY EXECUTIVE DIRECTOR	Information Item
2	IRSA COLLEGE OF WESTERN IDAHO – PROFESSIONAL TECHNICAL EDUCATION PROGRAM DISCONTINUATIONS	Approval Item
3	IRSA EPSCOR APPOINTMENT	Approval Item
4	SDE PROFESSIONAL STANDARDS COMMISSION APPOINTMENT	Approval Item

### BOARD ACTION

I move to approve items two (2) through four (4) of the Consent Agenda.

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

**CONSENT AGENDA**  
**April 19, 2011**

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## **CONSENT AGENDA**

**APRIL 19, 2012**

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### **SUBJECT**

Quarterly Report: Programs and Changes Approved by Executive Director

### **APPLICABLE STATUTE, RULE, OR POLICY**

Idaho State Board of Education Governing Policies and Procedures, Section III.G.4.b.(2), Program Approval and Discontinuance

### **BACKGROUND/DISCUSSION**

In accordance with Board Policy III.G.4.a and b.(2), Executive Director approval prior to implementation is required for any new academic or professional-technical program, major, minor, option, emphasis or instructional unit with a financial impact of less than \$250,000 per year. Board policy also requires Executive Director approval for "Changes, additions, expansions, and consolidations to existing instructional programs, majors, minors, options, emphases or instructional units with a financial impact of less than \$250,000."

Consistent with Board Policy III.G.4.b.(2), "All modifications approved by the executive director shall be reported quarterly to the Board." The Board office is providing a report of program changes, additions, and discontinuations from Idaho's public colleges and universities that were approved between October 2011 and March 2012 by the Executive Director.

### **ATTACHMENTS**

Attachment 1 – List of Programs and Changes Approved by the  
Executive Director

Page 3

### **BOARD ACTION**

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

**CONSENT AGENDA  
APRIL 19, 2012**

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**CONSENT AGENDA**  
**APRIL 19, 2012**

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**Academic Programs**  
**Approved by Executive Director**  
**October 2011 – March 2012**

<b>Boise State University</b>
New Art and Humanities Institute
New Department of Community and Regional Planning

<b>Idaho State University</b>
Expansion of Dental Hygiene clinic and laboratory education to the EITC campus in Idaho Falls
New Emergency Management, Bachelor of Science (Online)
Change the name of the Department of Nuclear Engineering to Nuclear Engineering and Health Physics
<b>Other Non-substantive Changes</b> (does not require approval but is required to notify OSBE per policy III.G.)
Transfer of Paramedic Science program from the Department of Health Occupations in the College of Technology to the Kasiska School of Health Professions in the Division of Health Sciences
Name change of General Interdisciplinary degree to Interdisciplinary Studies

<b>University of Idaho</b>
Modification of BS in Forest Products to include: <ul style="list-style-type: none"><li>• Moving BS Forest Products to the Department of Forest Rangeland and Fire Sciences</li><li>• Discontinue the two degree options 1) Wood Construction &amp; Design and (2) Forest Products Business Management</li><li>• Change the name of the major and degree from Forest Products to Renewable Materials</li></ul>
New Minor in Asian Studies
Restructure of Existing Martin School
Concurrent Juris Doctorate and Master of Science in Bioregional Planning degree
<b>Other Non-substantive Changes</b> (does not require approval but is required to notify OSBE per policy III.G.)
Name changes to the following: <ul style="list-style-type: none"><li>• Department of Forest Ecology and Biogeosciences to the Department of Forest, Rangeland, and Fire Sciences</li><li>• Department of Fish and Wildlife Resources to the Department of Fish and Wildlife Sciences</li></ul>
Clerical correction to the title of Industrial Technology option. An NOI was submitted and approved in April 2010 to approve the transfer of the program from the College of Education to the College of Engineering in Idaho Falls. As part of the transfer, one option was discontinued leaving a single option as a stand-alone program. The word "Option" was not removed from the title.

**CONSENT AGENDA  
APRIL 19, 2012**

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**Professional - Technical Education Programs  
Approved by Executive Director**

<b>Program Activity</b>	<b>Institution</b>
Baking and Pastry Arts (as a stand-alone program) and will offer the existing Technical Certificate and a new Postsecondary Technical Certificate and AAS degree	CSI
Curriculum changes to the existing Technical Certificate offered in the Education Assistant Program	CSI
Addition of new Postsecondary Technical Certificate to existing Welding Technology Program	CSI
Culinary Arts, Postsecondary Technical Certificate and included curriculum changes to existing Technical Certificate, Advanced Technical Certificate, and AAS degree	CWI
New Baking and Pastry Arts, Associate of Applied Science and Advanced Technical Certificate	CWI
Discontinue the Advanced Technical Certificate in the Electronics Program	CWI
New Physical Therapist Assistant Consortium, Associate of Applied Science	NIC, CSI, CWI, and LCSC
New Industrial Technology Program, Technical Certificate	NIC
New <b>Technical Certificate</b> and <b>Advanced Technical Certificate</b> to each of the following options of the Computer Aided Design Technology Program and reactivated AAS degrees <ul style="list-style-type: none"><li>• Computer Aided Design Technology – Architectural</li><li>• Computer Aided Design Technology – Civil</li><li>• Computer Aided Design Technology – Mechanical</li></ul>	NIC

**CONSENT**  
**APRIL 19, 2012**

---

**COLLEGE OF WESTERN IDAHO**

**SUBJECT**

Approval of Request to Discontinue Professional-Technical Education Programs in Office Occupations, Computer Service Technology, and Computer Network Technology

**APPLICABLE STATUTE, RULE, OR POLICY**

Idaho State Board of Education Governing Policies & Procedures, Section III.G.  
IDAPA 55.01.0 – Section 101.01, Conditions for Reduction or Termination.

**BACKGROUND/DISCUSSION**

The College of Western Idaho (CWI) proposes to discontinue three professional-technical education programs. The training for the Office Occupations, Computer Service Technology, and Computer Network Technology programs was incorporated into the appropriate programs at CWI when they were transferred from Boise State University, Selland College. Therefore, these programs are no longer needed.

**IMPACT**

Discontinuance of these programs will not cause a financial impact. The funds allocated to these programs will be reallocated to enhance existing programs.

**ATTACHMENTS**

Attachment 1 – Notice of Intent: Office Occupations	Page 3
Attachment 2 – Notice of Intent: Computer Service Technology	Page 9
Attachment 3 – Notice of Intent: Computer Network Technology	Page 15

**STAFF COMMENTS AND RECOMMENDATIONS**

Current Board Policy Section III.G.8.a. requires that the Board approve the discontinuance of professional-technical education programs. The State Division of Professional-Technical Education has reviewed these proposed program discontinuations and recommends Board approval.

**BOARD ACTION**

I move to approve the request by the College of Western Idaho to discontinue the Office Occupations, Computer Service Technology, and Computer Network Technology programs as presented.

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

**THIS PAGE LEFT INTENTIONALLY BLANK**

**Idaho State Board of Education**  
Academic/Professional-Technical Education  
Notice of Intent

Institution Submitting Proposal: College of Western Idaho  
Name of College, School, or Division: Professional-Technical Education  
Name of Department(s) or Area(s): Information Technology

Indicate if this Notice of Intent (NOI) is for an Academic or Professional-Technical Program  
Academic \_\_\_\_\_ Professional - Technical X

For a New, Expanded, or Off-Campus Instructional Program, or Administrative/Research Unit (circle one), and list the title/name:

N/A

(Title of Degree or Certificate or Name of Unit)

Proposed Starting Date: N/A

**For New Programs:**

Program (i.e., degree) Title

CIP 2010 Code  
(consult Institutional Researcher/Registrar)

**For Existing Programs:**

Office Occupations  
Program (i.e., degree) Title

52.0401

CIP 2010 Code

*William A. Frary*

College Dean (Institution)

02/28/12  
Date

Chief Fiscal Officer (Institution)

Date

Chief Academic Officer (Institution)

Date

President

Date

**For Other Instructional Activity:**

☐ Program Component (major/minor/option/emphasis)

☐ Off-Campus Program Activity

☐ Instructional/Research Unit

☐ Addition/Expansion

☒ Discontinuance/consolidation

☐ Contract Program/Collaborative

☐ Other

VP Research and/or Graduate  
Dean (as applicable)

Date

*Ann Stephens*

State Administrator, SDPTE  
(as applicable)

3/2/12  
Date

Chief Academic Officer, OSBE

Date

SBOE/OSBE Approval

Date

# IDAHO STATE BOARD OF EDUCATION

## ACADEMIC/PROFESSIONAL-TECHNICAL EDUCATION

### NOTICE OF INTENT

To initiate a

**New, Expanded, Cooperative, Discontinued, program component or Off-Campus Instructional Program or Instructional/Research Unit**

Institution Submitting Proposal: College of Western Idaho

Name of College, School, or Division: Professional-Technical Education

Name of Department(s) or Area(s): Office Occupations

Indicate if this Notice of Intent (NOI) is for an Academic or Professional Technical Program  
 Academic \_\_\_\_\_ Professional - Technical X

This is a New, Expanded, Cooperative, Contract, or Off-Campus Instructional Program, or Administrative/Research Unit (circle one) leading to:

N/A

(Degree or Certificate)


Proposed Starting Date: N/A


**For New Programs:**


Program (i.e., degree) Title & CIP 2000

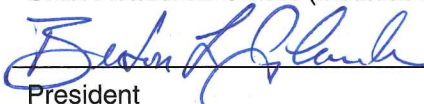
**For Other Activity:**

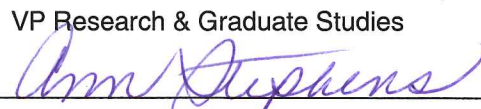
- ☐ Program Component (major/minor/option/emphasis)
- ☐ Off-Campus Activity/Resident Center
- ☐ Instructional/Research Unit
- ☐ Addition/Expansion
- ☒ Discontinuance/consolidation
- ☐ Contract Program
- ☐ Other

 12/7/16  
 College Dean (Institution) Date

 12/9/2010  
 Chief Fiscal Officer (Institution) Date

 12/7/10  
 Chief Academic Officer (Institution) Date

 12-9-10  
 President Date

VP Research & Graduate Studies Date  
 3-12-12  
 State Administrator, SDPTE Date

Chief Academic Officer, OSBE Date

SBOE/OSBE Approval Date

Revised 12/10/08

Page 1

CONSENT - IRSA

TAB 2 Page 4

**Before completing this form, refer to Board Policy Section III.G., Program Approval and Discontinuance.**

1. Briefly describe the nature of the request e.g., is this a new program (degree, program, or certificate) or program component (e.g., new, discontinued, modified, addition to an existing program or option).

Discontinue the Office Occupations PTC program.

2. Provide a statement of need for program or a program modification. Include student and state need, demand, and employment potential. **Attach a Scope and Sequence, SDPTE Form Attachment B, for professional-technical education requests.** (Use additional sheets if necessary.).

This training was incorporated into the Administrative Support program when it transferred from BSU's Selland College to CWI, so the program is no longer needed.

3. Briefly describe how the institution will ensure the quality of the program (e.g., accreditation, professional societies, licensing boards, etc.).

N/A

4. Identify similar programs offered within the state of Idaho or in the region by other colleges/universities. If the proposed request is similar to another program, provide a rationale for the duplication. This may not apply to PTE programs if workforce needs within the respective region have been established.

N/A

Enrollment and Graduates (i.e., number of majors or other relevant data)  
By Institution for the Proposed Program  
Last three years beginning with the current year and the 2 previous years

Institution	Relevant Enrollment Data			Number of Graduates		
	Current	Previous Year	Previous Year	Current	Previous Year	Previous Year
BSU						
CSI						
CWI						
EITC						
ISU						
LCSC						
NIC						
UI						

Revised 12/10/08

Page 2

Degrees offered by school/college or program(s) within disciplinary area under review

Institution and Degree name	Level	Specializations within the discipline (to reflect a national perspective)	Specializations offered within the degree at the institution
BSU			
CSI			
CWI			
EITC			
ISU			
LCSC			
NIC			
UI			

5. Describe how this request is consistent with the State Board of Education's policy or role and mission of the institution. (i.e., centrality).

N/A

6. Is the proposed program in the 8-year Plan? Indicate below. N/A

Yes \_\_\_\_ No \_\_\_\_

If not on 8-year plan, provide a justification for adding the program.



## 8. Resources--Faculty/Staff/Space Needs/Capital Outlay: N/A

Estimated Fiscal Impact	FY _____	FY _____	FY _____	Total
<b>A. Expenditures</b>				
1. Personnel				
2. Operating				
3. Capital Outlay				
4. Facilities				
<b>TOTAL:</b>				
<b>B. Source of Funds</b>				
1. Appropriated- reallocation				
2. Appropriated – New				
3. Federal				
4. Other:				
<b>TOTAL:</b>				
<b>B. Nature of Funds</b>				
1. Recurring *				
2. Non-recurring **				
<b>TOTAL:</b>				

\* Recurring is defined as ongoing operating budget for the program, which will become of the base.

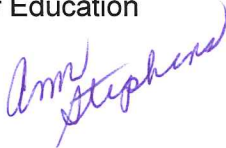
\*\* Non-recurring is defined as one-time funding in a fiscal year and not part of the base.

**MEMORANDUM**

March 12, 2012

TO: Mike Rush  
Executive Director  
State Board of Education

FROM Ann Stephens  
Administrator



SUBJECT: Notice of Intent

In accordance with State Board policy, the enclosed Notice of Intent is forwarded for approval by the State Board for Professional-Technical Education.

The College of Western Idaho has requested to discontinue the Office Occupations program. The training offered in this program was incorporated into the Administrative Support program when it transferred from BSU's Selland College of Technology to CWI, so it is no longer needed.

The Division has reviewed and approved the request and recommends State Board approval. Please notify the Division office of State Board action when completed.

If you have any questions regarding the enclosed request, please let me know. Thank you.

AS/ds

Enclosure

# Idaho State Board of Education

## Academic/Professional-Technical Education

### Notice of Intent

Institution Submitting Proposal: College of Western Idaho

Name of College, School, or Division: Professional-Technical Education

Name of Department(s) or Area(s): Information Technology

Indicate if this Notice of Intent (NOI) is for an Academic or Professional-Technical Program  
 Academic \_\_\_\_\_ Professional - Technical X

For a New, Expanded, or Off-Campus Instructional Program, or Administrative/Research Unit (circle one), and list the title/name:

N/A

(Title of Degree or Certificate or Name of Unit)

Proposed Starting Date: N/A

#### For New Programs:

Program (i.e., degree) Title \_\_\_\_\_

CIP 2010 Code \_\_\_\_\_  
 (consult Institutional Researcher/Registrar)

#### For Existing Programs:

Computer Service Technology  
 Program (i.e., degree) Title \_\_\_\_\_

47.0102

CIP 2010 Code

Walter King  
 College Dean/ (Institution)

2/28/12  
 Date

Chief Fiscal Officer (Institution) \_\_\_\_\_ Date \_\_\_\_\_

Chief Academic Officer (Institution) \_\_\_\_\_ Date \_\_\_\_\_

President \_\_\_\_\_ Date \_\_\_\_\_

#### For Other Instructional Activity:

☐ Program Component (major/minor/option/emphasis)

☐ Off-Campus Program Activity

☐ Instructional/Research Unit

☐ Addition/Expansion

☒ Discontinuance/consolidation

☐ Contract Program/Collaborative

☐ Other

VP Research and/or Graduate Dean (as applicable) \_\_\_\_\_ Date \_\_\_\_\_

Ann Stephens 3-12-12  
 State Administrator, SDPTE \_\_\_\_\_ Date \_\_\_\_\_  
 (as applicable)

Chief Academic Officer, OSBE \_\_\_\_\_ Date \_\_\_\_\_

SBOE/OSBE Approval \_\_\_\_\_ Date \_\_\_\_\_

**IDAHO STATE BOARD OF EDUCATION**  
**ACADEMIC/PROFESSIONAL-TECHNICAL EDUCATION**  
**NOTICE OF INTENT**

To initiate a

**New, Expanded, Cooperative, Discontinued, program component or Off-Campus Instructional Program or Instructional/Research Unit**

Institution Submitting Proposal: College of Western Idaho  
 Name of College, School, or Division: Professional-Technical Education  
 Name of Department(s) or Area(s): Information Technology

Indicate if this Notice of Intent (NOI) is for an Academic or Professional Technical Program  
 Academic \_\_\_\_\_ Professional - Technical X

This is a New, Expanded, Cooperative, Contract, or Off-Campus Instructional Program, or Administrative/Research Unit (circle one) leading to:

N/A

(Degree or Certificate)


Proposed Starting Date: N/A

**For New Programs:**

Program (i.e., degree) Title & CIP 2000

**For Other Activity:**

- ☐ Program Component (major/minor/option/emphasis)  
☐ Off-Campus Activity/Resident Center  
☐ Instructional/Research Unit  
☐ Addition/Expansion  
☒ Discontinuance/consolidation  
☐ Contract Program  
☐ Other

 12/7/10  
 College Dean (Institution) Date

 12/9/2010  
 Chief Fiscal Officer (Institution) Date

 12/7/10  
 Chief Academic Officer (Institution) Date

 12-9-10  
 President Date

VP Research & Graduate Studies Date

 3-12-12  
 State Administrator, SDPTE Date

Chief Academic Officer, OSBE Date

SBOE/OSBE Approval Date

Revised 12/10/08

Page 1

CONSENT - IRSA

TAB 2 Page 10

**Before completing this form, refer to Board Policy Section III.G., Program Approval and Discontinuance.**

1. Briefly describe the nature of the request e.g., is this a new program (degree, program, or certificate) or program component (e.g., new, discontinued, modified, addition to an existing program or option).

Discontinue the Computer Service Technology program.

2. Provide a statement of need for program or a program modification. Include student and state need, demand, and employment potential. **Attach a Scope and Sequence, SDPTE Form Attachment B, for professional-technical education requests.** (Use additional sheets if necessary.).

This training was incorporated into the Computer Support Specialist program when it transferred from BSU's Selland College to CWI, so the program is no longer needed.

3. Briefly describe how the institution will ensure the quality of the program (e.g., accreditation, professional societies, licensing boards, etc.).

N/A

4. Identify similar programs offered within the state of Idaho or in the region by other colleges/universities. If the proposed request is similar to another program, provide a rationale for the duplication. This may not apply to PTE programs if workforce needs within the respective region have been established.

N/A

Enrollment and Graduates (i.e., number of majors or other relevant data)  
By Institution for the Proposed Program  
Last three years beginning with the current year and the 2 previous years

Institution	Relevant Enrollment Data			Number of Graduates		
	Current	Previous Year	Previous Year	Current	Previous Year	Previous Year
BSU						
CSI						
CWI						
EITC						
ISU						
LCSC						
NIC						
UI						

Revised 12/10/08

Page 2

Degrees offered by school/college or program(s) within disciplinary area under review

Institution and Degree name	Level	Specializations within the discipline (to reflect a national perspective)	Specializations offered within the degree at the institution
BSU			
CSI			
CWI			
EITC			
ISU			
LCSC			
NIC			
UI			

5. Describe how this request is consistent with the State Board of Education's policy or role and mission of the institution. (i.e., centrality).

N/A

6. Is the proposed program in the 8-year Plan? Indicate below. N/A

Yes \_\_\_\_ No \_\_\_\_

If not on 8-year plan, provide a justification for adding the program.

## 8. Resources--Faculty/Staff/Space Needs/Capital Outlay: N/A

Estimated Fiscal Impact	FY _____	FY _____	FY _____	Total
<b>A. Expenditures</b>				
1. Personnel				
2. Operating				
3. Capital Outlay				
4. Facilities				
<b>TOTAL:</b>				
<b>B. Source of Funds</b>				
1. Appropriated- reallocation				
2. Appropriated -- New				
3. Federal				
4. Other:				
<b>TOTAL:</b>				
<b>B. Nature of Funds</b>				
1. Recurring *				
2. Non-recurring **				
<b>TOTAL:</b>				

\* Recurring is defined as ongoing operating budget for the program, which will become of the base.

\*\* Non-recurring is defined as one-time funding in a fiscal year and not part of the base.

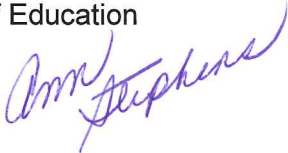


**MEMORANDUM**

March 12, 2012

TO: Mike Rush  
Executive Director  
State Board of Education

FROM Ann Stephens  
Administrator



SUBJECT: Notice of Intent

In accordance with State Board policy, the enclosed Notice of Intent is forwarded for approval by the State Board for Professional-Technical Education.

The College of Western Idaho has requested to discontinue the Computer Service Technology program. The training offered in this program was incorporated into the Computer Support Specialist program when it transferred from BSU's Selland College of Technology to CWI, so it is no longer needed.

The Division has reviewed and approved the request and recommends State Board approval. Please notify the Division office of State Board action when completed.

If you have any questions regarding the enclosed request, please let me know. Thank you.

AS/ds

Enclosure



**Idaho State Board of Education**  
Academic/Professional-Technical Education  
Notice of Intent

Institution Submitting Proposal: College of Western Idaho  
Name of College, School, or Division: Professional-Technical Education  
Name of Department(s) or Area(s): Information Technology

Indicate if this Notice of Intent (NOI) is for an Academic or Professional-Technical Program  
Academic \_\_\_\_\_ Professional - Technical X

For a New, Expanded, or Off-Campus Instructional Program, or Administrative/Research Unit (circle one), and list the title/name:

N/A

(Title of Degree or Certificate or Name of Unit)

Proposed Starting Date: N/A

**For New Programs:**

Program (i.e., degree) Title

CIP 2010 Code  
(consult Institutional Researcher/Registrar)

**For Existing Programs:**

Computer Network Technology  
Program (i.e., degree) Title

11.0901

CIP 2010 Code

William A. ...

College Dean (Institution)

Date

2/29/12

Chief Fiscal Officer (Institution)

Date

Chief Academic Officer (Institution)

Date

President

Date

**For Other Instructional Activity:**

☐ Program Component (major/minor/option/emphasis)

☐ Off-Campus Program Activity

☐ Instructional/Research Unit

☐ Addition/Expansion

☒ Discontinuance/consolidation

☐ Contract Program/Collaborative

☐ Other

VP Research and/or Graduate  
Dean (as applicable)

Date

Mr. Stephens

State Administrator, SDPTE  
(as applicable)

Date

3-12-12

Chief Academic Officer, OSBE

Date

SBOE/OSBE Approval

Date

# IDAHO STATE BOARD OF EDUCATION

## ACADEMIC/PROFESSIONAL-TECHNICAL EDUCATION

### NOTICE OF INTENT

To initiate a

**New, Expanded, Cooperative, Discontinued, program component or Off-Campus Instructional Program or Instructional/Research Unit**

Institution Submitting Proposal: College of Western Idaho

Name of College, School, or Division: Professional-Technical Education

Name of Department(s) or Area(s): Information Technology

Indicate if this Notice of Intent (NOI) is for an Academic or Professional Technical Program  
 Academic \_\_\_\_\_ Professional - Technical X

This is a New, Expanded, Cooperative, Contract, or Off-Campus Instructional Program, or Administrative/Research Unit (circle one) leading to:

N/A

(Degree or Certificate)

Proposed Starting Date: N/A

**For New Programs:**

Program (i.e., degree) Title & CIP 2000

**For Other Activity:**

- ☐ Program Component (major/minor/option/emphasis)
- ☐ Off-Campus Activity/Resident Center
- ☐ Instructional/Research Unit
- ☐ Addition/Expansion
- ☒ Discontinuance/consolidation
- ☐ Contract Program
- ☐ Other

12/7/16  
 College Dean (Institution) Date

12/9/2016  
 Chief Fiscal Officer (Institution) Date

12/7/16  
 Chief Academic Officer (Institution) Date

12-9-10  
 President Date

VP Research & Graduate Studies Date

3-12-12  
 State Administrator, SDPTE Date

Chief Academic Officer, OSBE Date

SBOE/OSBE Approval Date

Revised 12/10/08

Page 1

CONSENT - IRSA

TAB 2 Page 16

**Before completing this form, refer to Board Policy Section III.G., Program Approval and Discontinuance.**

1. Briefly describe the nature of the request e.g., is this a new program (degree, program, or certificate) or program component (e.g., new, discontinued, modified, addition to an existing program or option).

Discontinue the Computer Network Technology program.

2. Provide a statement of need for program or a program modification. Include student and state need, demand, and employment potential. **Attach a Scope and Sequence, SDPTE Form Attachment B, for professional-technical education requests.** (Use additional sheets if necessary.).

This training was incorporated into the Network Administration program when it transferred from BSU's Selland College to CWI, so the program is no longer needed.

3. Briefly describe how the institution will ensure the quality of the program (e.g., accreditation, professional societies, licensing boards, etc.).

N/A

4. Identify similar programs offered within the state of Idaho or in the region by other colleges/universities. If the proposed request is similar to another program, provide a rationale for the duplication. This may not apply to PTE programs if workforce needs within the respective region have been established.

N/A

Enrollment and Graduates (i.e., number of majors or other relevant data)  
By Institution for the Proposed Program  
Last three years beginning with the current year and the 2 previous years

Institution	Relevant Enrollment Data			Number of Graduates		
	Current	Previous Year	Previous Year	Current	Previous Year	Previous Year
BSU						
CSI						
CWI						
EITC						
ISU						
LCSC						
NIC						
UI						

Revised 12/10/08

Page 2

Degrees offered by school/college or program(s) within disciplinary area under review

Institution and Degree name	Level	Specializations within the discipline (to reflect a national perspective)	Specializations offered within the degree at the institution
BSU			
CSI			
CWI			
EITC			
ISU			
LCSC			
NIC			
UI			

5. Describe how this request is consistent with the State Board of Education's policy or role and mission of the institution. (i.e., centrality).

N/A

6. Is the proposed program in the 8-year Plan? Indicate below. N/A

Yes \_\_\_\_ No \_\_\_\_

If not on 8-year plan, provide a justification for adding the program.

## 8. Resources--Faculty/Staff/Space Needs/Capital Outlay: N/A

Estimated Fiscal Impact	FY _____	FY _____	FY _____	Total _____
<b>A. Expenditures</b>				
1. Personnel				
2. Operating				
3. Capital Outlay				
4. Facilities				
<b>TOTAL:</b>				
<b>B. Source of Funds</b>				
1. Appropriated- reallocation				
2. Appropriated – New				
3. Federal				
4. Other:				
<b>TOTAL:</b>				
<b>B. Nature of Funds</b>				
1. Recurring *				
2. Non-recurring **				
<b>TOTAL:</b>				

\* Recurring is defined as ongoing operating budget for the program, which will become of the base.

\*\* Non-recurring is defined as one-time funding in a fiscal year and not part of the base.

**MEMORANDUM**

March 12, 2012

TO: Mike Rush  
Executive Director  
State Board of Education

FROM Ann Stephens  
Administrator



SUBJECT: Notice of Intent

In accordance with State Board policy, the enclosed Notice of Intent is forwarded for approval by the State Board for Professional-Technical Education.

The College of Western Idaho has requested to discontinue the Computer Network Technology program. The training offered in this program was incorporated into the Network Administration program when it transferred from BSU's Selland College of Technology to CWI, so it is no longer needed.

The Division has reviewed and approved the request and recommends State Board approval. Please notify the Division office of State Board action when completed.

If you have any questions regarding the enclosed request, please let me know. Thank you.

AS/ds

Enclosure

**CONSENT**  
**APRIL 19, 2012**

---

**SUBJECT**

Appointment of Idaho Experimental Program to Stimulate Competitive Research (EPSCoR) Committee Members

**REFERENCE**

August 2010

Board approved appointments to  
EPSCoR

**APPLICABLE STATUTE, RULE, OR POLICY**

Idaho State Board of Education Governing Policies & Procedures, Section III.W.

**BACKGROUND/DISCUSSION**

The Experimental Program to Stimulate Competitive Research (EPSCoR) represents a federal-state partnership to enhance the science and engineering research, education, and technology capabilities of states that traditionally have received smaller amounts of federal research and development funds. As a participating state, Idaho EPSCoR is subject to federal program requirements and policy established by the Idaho State Board of Education (Board). The purpose of EPSCoR is to build a high-quality, academic research base to advance science, technology, engineering and mathematics (STEM) to stimulate sustainable improvements in research and development capacity and competitiveness.

Idaho EPSCoR is guided by a committee of sixteen (16) members appointed by the Board. The membership of this committee is constituted to provide for geographic, academic, business and state governmental representation as specified in Board policy. In the event there should be a vacancy in a non ex-officio position (Idaho National Laboratory, Department of Commerce, etc), the committee is required to advertise an open appointment in appropriate state, regional, or local publications. Applicants are required to provide a written statement expressing interest in membership and must also provide evidence of qualifications, and identify their primary residence. If an incumbent candidate is interested in reappointment and is eligible to continue serving, the committee will forward a recommendation to the Board, along with a letter of interest and statement of qualifications for the incumbent. The committee reviews all applications and identifies the most qualified candidates for the Board's consideration.

The individual holding the seat as the representative from the Department of Commerce is no longer with the Department of Commerce. Gynii Gilliam who was originally appointed to EPSCoR as a representative of the private sector, by the Board, in August 2010 now works for the Department of Commerce. EPSCoR is requesting that Ms. Gilliam be appointed as the representative of the Department of Commerce, to fill that now vacant position.

**CONSENT**  
**APRIL 19, 2012**

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**ATTACHMENTS**

Attachment 1 – Letter from EPSCoR	Page 3
Attachment 2 – Letter of Interest – Gynii Gilliam	Page 4
Attachment 3 – Gynii Gilliam Bio	Page 5

**STAFF COMMENTS AND RECOMMENDATIONS**

If the Board approves the appointment of Ms. Gilliam to the Department of Commerce representative position, EPSCoR will then follow Board policy III.W. to solicit nominations for the private sector representative position that will become vacant. Board staff supports the recommendation of Ms. Gilliam to the Department of Commerce position, forwarded from the EPSCoR Committee.

**BOARD ACTION**

I move to appoint Gynii Gilliam to the Idaho Experimental Program to Stimulate Competitive Research Committee as a representative of the Department of Commerce, effective immediately.

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





## EPSCoR in Idaho

---

### Experimental Program to Stimulate Competitive Research

329 McClure Hall, University of Idaho, Moscow ID 83844-3029  
Tel: 208-885-5842 Fax: 208-885-5111 E-mail: [epscor@uidaho.edu](mailto:epscor@uidaho.edu)  
<http://www.uidaho.edu/epscor>

March 19, 2012

Kenneth Edmunds, Vice President  
Committee Chair: Instruction, Research, and Student Affairs  
Idaho State Board of Education  
P.O. Box 83720  
Boise, ID 83720-0037

Dear Mr. Edmunds:

The Idaho EPSCoR Committee is pleased to recommend that Ms. Gynii Gilliam be appointed by the Board as the Idaho Department of Commerce representative on the Idaho EPSCoR Committee. Ms. Gilliam has been an outstanding member of the Committee, originally as Executive Director of the Bannock Development Corporation, Pocatello, Idaho.

We would highly value Ms. Gilliam's continued service on the Committee, now as Chief Economic Development Officer for the Idaho Department of Commerce. Her appointment would fill the Committee vacancy for the position formerly held by Mr. Brian Dickens.

Thank you for considering this recommendation. The strength of the Idaho EPSCoR Committee has been a key factor in Idaho's success, and we continue to owe our thanks to the State Board of Education for supporting the EPSCoR Committee.

Sincerely,



Doyle Jacklin  
Chair, Idaho EPSCoR Committee

cc: Laird Noh



Dear Dr. Jacklin,

Please accept this letter expressing my interest in continuing to serve as a member of the Idaho EPSCoR Committee. Having worked as an economic development professional in several Idaho counties and now for the state, I believe that EPSCoR's mission to "build a high-quality, academic research base to serve as a backbone for scientific and technological (S&T) enterprise" is critical to the future of our state.

As the Chief Economic Development Officer for the Idaho Department of Commerce, I have the privilege of working with all the regional and community economic development organizations, the Presidents and VP's of Research of our various institutions of higher learning, all of our other agency partners, and private industry throughout the state. I know that our collaborative approach and these various partnerships will be a beneficial support to our committee. In addition to my economic development work, I also have a long history and interest in science. Although I eventually changed to economics and political science, the first three years of my college life was focused on receiving a degree in biochemistry. It wasn't the lack of interest that diverted me, but rather an internship with an economics consulting firm. I believe this diverse perspective on understanding the economic impact of competitive research and STEM education will continue to be a valuable contribution to the committee.

Moreover, my involvement also brings with it the full support of my director, Jeff Sayer, and the Idaho Department of Commerce. We strongly support improving STEM education, creating a strong R&D industry, and developing a private/public commercialization/technology transfer program. The latter is reflected in our very strong support of the IGEN program. We also believe that the EPSCoR and IdEA grants, along with others agency grants are the precursors to a continuum that eventually leads to developing a strong commercialization and technology transfer program for our state.

It would be my pleasure to continue to serve on the EPSCoR committee, switching from being a representative from eastern Idaho to representing the Idaho Department of Commerce.

Thank you for your consideration,

A handwritten signature in black ink, appearing to read "Gynij A. Gilliam".

Gynij A. Gilliam

Chief Economic Development Officer, Idaho Department of Commerce

## **GYNII A GILLIAM**

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On January 3, 2012, Gynii Gilliam joined the Idaho Department of Commerce to serve as chief economic development officer.

Gynii Gilliam, executive director of the Bannock Development Corporation since May 2006, brought more than twenty years of experience in rural and urban community planning and economic development to the region. Her primary responsibilities included fostering job creation and growing a diversified economy in the greater Pocatello and Bannock County, Idaho areas through business recruitment, retention and expansion programs. Gynii will now lead the Commerce's economic development team and will be responsible for creating economic growth, across all industry sectors, for the state of Idaho.

Ms. Gilliam was instrumental in strengthening the Bannock Development Corp. economic development team, whose credits include retaining ON Semiconductor and Farmers Insurance with 1,200 direct jobs; as well as recruiting Hoku Materials and Allstate Insurance. Together, these companies have brought over \$800 million in capital investment and will provide over 1,000 new direct jobs in the greater Pocatello region. Previous experience also includes leading economic development projects in both Los Angeles and Detroit.

Prior to being hired by Bannock Development Corporation, Ms. Gilliam served Lemhi and Custer counties under the auspices of a rural economic development organization funded in part by the Idaho Department of Commerce. Her duties included managing a business incubator in Salmon. She also helped establish a distance learning program through ISU, enabling rural residents to take college courses.

Ms. Gilliam holds a Master's Degree in Urban and Regional Planning from the University of Michigan, Ann Arbor and a Bachelor's Degree in Political Science from the University of California, Los Angeles. She was a California State Scholar and the recipient of the Rackham Graduate School Fellowship, and studied abroad at the University of Copenhagen in Denmark.

As Idaho residents for almost 25 years, Gynii and her husband have two adult sons.

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**CONSENT**  
**APRIL 18, 2012**

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**SUBJECT**

Appointments to the Professional Standards Commission

**APPLICABLE STATUTE, RULE, OR POLICY**

Section 33-1252, Idaho Code

**BACKGROUND/DISCUSSION**

Idaho Statute Section 33-1252 Idaho Code sets forth criteria for membership on the Professional Standards Commission (PSC).

The Commission consists of eighteen (18) members, one (1) from the State Department of Education, and one (1) from the Division of Professional Technical Education. The remaining members shall be representative of the teaching profession of the state of Idaho, and not less than seven (7) members shall be certificated classroom teachers in the public school system and shall include at least one (1) teacher of exceptional children and at least one (1) teacher in pupil personnel services. The Idaho Association of School Superintendents, the Idaho Association of Secondary School Principals, the Idaho Association of Elementary School Principals, the Idaho School Boards Association, the Idaho Association of Special Education Administrators, the education departments of private colleges the colleges of letters and sciences of the institutions of higher education may submit nominees for one (1) position each. The community colleges and the education departments of the public institutions of higher education may submit nominees for two (2) positions.

Nominations were sought for the positions from the Idaho Division of Professional-Technical Education, the Idaho Education Association, Northwest Professional Educators, the Idaho Association of Elementary School Principals, the Idaho School Boards Association, and the Idaho Association of Colleges for Teacher Education. Resumes for interested individuals are attached.

Professional-Technical Education:

Glenn Orthel, Idaho Division of Professional-Technical Education  
(renomination)

Elementary Classroom Teacher:

Cathy Bierne, Coeur d'Alene School District (reappointment)  
Kathy Duplessis, Whitepine Charter School  
(No other nominations were received for this category)

Secondary Classroom Teacher:

Pamela Danielson, Orofino Joint School District  
Jennifer Greve, Lake Pend Oreille School District  
Daylene Petersen, Nampa School District (reappointment)  
Cherri Sabala, Nampa School District  
Valerie Williams, Blackfoot School District

**CONSENT**  
**APRIL 18, 2012**

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Elementary School Principal:

Jeff Dillon, Wilder School District

Teresa Jones, Jerome Joint School District

Taylor Raney, Caldwell School District

School Board Member:

Dallas Clinger, American Falls Joint School District

Brian Duncan, Minidoka County Joint School District

Anne Ritter, Meridian Joint School District (reappointment)

**ATTACHMENTS**

Attachment 1 – Resume for Glenn Orthel	Page 5
Attachment 2 – Resume for Cathy Bierne	Page 9
Attachment 3 – Resume for Kathy Duplessis	Page 13
Attachment 4 – Resume for Pamela Danielson	Page 15
Attachment 5 – Resume for Jennifer Greve	Page 21
Attachment 6 – Resume for Daylene Petersen	Page 23
Attachment 7 – Resume for Cherri Sabala	Page 25
Attachment 8 – Resume for Valerie Williams	Page 27
Attachment 9 – Resume for Jeff Dillon	Page 35
Attachment 10 – Resume for Teresa Jones	Page 37
Attachment 11 – Resume for Taylor Raney	Page 39
Attachment 12 – Resume for Dallas Clinger	Page 41
Attachment 13 – Resume for Brian Duncan	Page 42
Attachment 14 – Resume for Anne Ritter	Page 43
Attachment 15 – List of current PSC Members	Page 46

**BOARD ACTION**

I move to reappoint Glenn Orthel to the Professional Standards Commission for a term of three years representing professional-technical education beginning July 1, 2012.

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

I move to reappoint Cathy Bierne to the Professional Standards Commission for a term of three years representing elementary classroom teachers beginning July 1, 2012.

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

**CONSENT**  
**APRIL 18, 2012**

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I move to reappoint Daylene Petersen to the Professional Standards Commission for a term of three years representing secondary classroom teacher beginning July 1, 2012.

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

I move to appoint Taylor Raney to the Professional Standards Commission for a term of three years representing elementary school principals beginning July 1, 2012.

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

I move to reappoint Anne Ritter to the Professional Standards Commission for a term of three years representing school board members beginning July 1, 2012.

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

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**GLENN R. ORTHIEL**

650 West State Street • Boise, Idaho 83720 • 208.334-3216 • gorthiel@pte.idaho.gov

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**SUMMARY**

**Education Professional** with emphasis in coordination of state-wide educational programs, secondary school administration and classroom teaching. Proven abilities in student academics and activities, budgeting, program planning, curriculum, training activities, education certification, hiring, evaluation, staff development, data assessment and reporting, policies, research, written communication and public relations.

**EXPERIENCE**

UNIVERSITY OF IDAHO – Moscow, Idaho 2010 - Present

**Part-Time Lecturer CTE – Curriculum and Instruction**

Taught CTE Teacher Preparation course in Occupational Analysis and Curriculum Development. Used IEN and Blackboard delivery systems during the instruction of the on-line course.

IDAHO DIVISION OF PROFESSIONAL-TECHNICAL EDUCATION 2006 – Present

**Coordinator of Professional Development and Certification**

Provide statewide leadership, advocacy and technical assistance for the professional-technical education (PTE) system in Idaho that maintains a highly trained and current professional staff.

- Manage and supervise Idaho's PTE certification system.
- Represent PTE on Idaho's Professional Standards Commission.
- Coordinate Idaho's PTE added-cost secondary school funding system overseeing data collection and compliance.
- Administer Idaho's professional-technical schools (PTS).
- Coordinate professional development training activities associated with curriculum development, staff development, teacher mentoring, teacher recertification and specialized projects.
- Manage grants and activities with PTE teacher preparation programs.
- Serve as liaison with Idaho's superintendents.

KUNA JOINT SCHOOL DISTRICT NO. 3, Kuna, Idaho 1997 – 2006

**Director, Alternative Education** 2002-2006

Administered Kuna Evening School and Kuna Summer School. Directed staff and student programs including academics, discipline and activities. Completed budgets, reports and communication.

- Improved academic success of students achieving an increase of 5% in credits received with a 5% reduction in student dropouts.
- Integrated technology activities into all curriculum areas.
- Established student discipline program that resulted in a 25% reduction in student discipline referrals.
- Implemented staff development program to improve technology training and alternative education teaching methods.

**Transition Principal** 2001-2002

Coordinated activities associated with construction of Kuna's new high school and transitioning of existing schools into new school configurations. District liaison to City of Kuna, Kuna Planning and Zoning Commission and Ada County Planning and Zoning agencies.

**Principal, Kuna High School** 1997-2001

Educational leader of a high school of 900 students with a staff of almost 100. Hired, trained, evaluated staff. Administered curriculum, student academics and activities, facilities, budget and reporting.

**CONSENT**  
**APRIL 18, 2012**

- Ensured compliance with district, state and federal guidelines of all reports.
- Increase student curricular opportunities by adding technology, college prep, advanced placement and professional-technical courses.
- Increase student curricular opportunities by adding technology, college prep, advanced placement and professional-technical courses.
- Chaired a school-wide design committee that defined and developed building requirements for a new high school.
- Teamed with district patrons and school personnel to achieve a successful bond campaign needed to build a new high school.

MERIDIAN JOINT SCHOOL DISTRICT NO. 2, Meridian, Idaho 1991 - 1997

**Assistant Principal, Meridian High School** 1993-1997

Team member of administration of a high school of 2600 students and a staff of 200. Supervised teacher evaluation and student attendance, discipline, academics and activities.

- Served as administrative representative to the Meridian FFA Agriculture Advisory Committee.
- Participated in activities and special projects in coordination with district and local agencies and patrons.

**Transportation Supervisor** 1991-1993

Managed district bus transportation department that included a fleet of 150 buses and a staff of 170.

TWIN FALLS SCHOOL DISTRICT NO. 411, Twin Falls, Idaho 83301 1977-1989

**Vocational Agriculture Department Head and Instructor**

Taught vocational agriculture and science courses. Planned and developed curriculum, facilities, budgets, grants and vocational reports. Supervised the FFA program resulting in local, district, state and national student and program awards.

- Chaired The Idaho Agricultural Science and Technology Curriculum writing team.
- Organized special projects of the local Vocational Agriculture Advisory program and school administration to address declining program enrollment and approving high school science credits for vocational agriculture courses.
- Coordinated with the College of Southern Idaho and the University of Idaho to organize and conduct agriculture contests and educational activities for FFA and 4-H students and agriculture teachers.
- Gained educational and leadership skills through participation in professional organization activities serving as Idaho Vocational Agriculture Teachers' President.

### **OTHER RELEVANT EXPERIENCE**

**Director of Training and Development**, DARIGOLD IDAHO, INC. Provided human resource support and developed production operating procedures, training manuals and safety materials.

**Idaho Expo/Western Idaho Fair Board** appointed by the Ada County Commissioners. Served as Agriculture Board Member and Board President.

### **EDUCATION AND TRAINING**

Specialist in Education, University of Idaho. Major in Education Administration  
Masters of Science in Agriculture, University of Idaho. Major in Agriculture Education  
Bachelor of Science in Agriculture, University of Idaho. Major in Animal Science

### **PROFESSIONAL DEVELOPMENT**

Numerous education and management programs, conferences, seminars and courses that include state and federal legislation, school management, program improvement, distance learning, technology, alternative education, special education, education law, research projects and curriculum.

**CONSENT**  
**APRIL 18, 2012**

**PROFESSIONAL CERTIFICATES**

Administration: School Principal – K/12,  
Professional-Technical Administration: PTE Administrator  
Advanced Standard Secondary: Agriculture Education and Technology, Biological Science and  
Natural Science

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**CATHY BIERNE**

Coeur d'Alene Charter Academy  
4904 N. Duncan Drive  
Coeur d'Alene, ID 83815  
208-676-1667, ext. 56  
e-mail: cbierne@cdacharter.org

**PERSONAL DATA**

Date of Birth: September 4, 1953  
Marital Status: Married, Husband, Robert  
Children: Two, John (age 31) and Anna (age 21)  
Home Address: 5725 W. Lakeview Court, Rathdrum, ID 83858  
(208) 687-1092

**EDUCATION**

07-25-75 M.Ed., University of Oklahoma, Norman, Oklahoma  
Major: Reading Education  
Overall G.P.A. 3.59/4.0  
  
05-17-74 B.A., Cameron College, Lawton, Oklahoma  
Major: History; Minor: Political Science and English  
with teaching certificate in major and minor fields  
Overall G.P.A. 3.67/4.00

**EMPLOYMENT HISTORY**

August 2003 to Present Sixth Grade Classroom Teacher  
Coeur d'Alene Charter Academy  
4904 N. Duncan Drive  
Coeur d'Alene, ID 83815  
(208) 676-1667  
Principal: Mr. Dan Nicklay

I was hired to teach sixth grade at the Coeur d'Alene Charter Academy in 2003. Sixth grade at the Charter Academy is self-contained. I teach the four core subjects of math, language arts, science and geography to the same students throughout the day. In addition to my teaching duties, I have served as department chairman for the sixth grade during the past three years. I served on the Faculty Senate from May 2005 to May 2007, the In-Service Planning Committee for three years, the Social Committee for four years; and, I have served on the Professional Development Fund Committee since its inception in January 2006. I also act as the faculty contact for incoming and prospective students and parents at the Academy. As such, I meet with families to facilitate their smooth transition into the Academy. Students and staff of the Coeur d'Alene Charter Academy voted me as the 2008 Coeur d'Alene Charter Academy Teacher of the Year.

**CONSENT**  
**APRIL 18, 2012**

August 1997 to 5/6 Classroom Teacher  
June 2000                      Classical Christian Academy  
   3205 East 12<sup>th</sup> Street  
   Post Falls, ID 83854  
   (208) 765-0104  
   Principal: Mr. Ken Dahlke

I started at Classical Christian Academy and was a substitute teacher for one year. I also taught art on a weekly basis to the 4/5 class during that first same year. Beginning in August 1998, I taught two years in a combined 5/6 classroom. This was my first job in a full-time elementary classroom. I enjoyed the opportunity to teach by integrating subjects. In this very full-time position, I taught core subjects but also art, music and physical education. Additionally, I taught Western Civilization to the 7/8-grade class from August 1999 to June 2000. I left this position to return to full-time mothering.

August 1985 to                Substitute Teacher, Kindergarten (1/2 day per week)  
June 1986                      St. Rose Catholic School  
   900 Tucker Avenue  
   Paso Robles, CA 93446  
   (805) 238-0304  
   Principal: Sister Mary Patrick

August 1984 to                History/Reading/English – Grades 7/8  
June 1985                      Buttonwillow Union School District  
   400 McKittrick Highway  
   Buttonwillow, CA 93446  
   (661) 764-5248  
   Principal/Superintendent: Lamont Skiby

At Buttonwillow I was one-half of the 7/8 teaching team. I taught all of the 7/8 students history, reading and English. I taught six distinctly different periods. I left Buttonwillow when I got married and moved out of the area.

September 1981 to            Title I/Chapter I - Reading Lab Teacher  
June 1984                      Jackson Middle School  
   2601 South Villa Avenue  
   Oklahoma City, OK 73129  
   (405) 677-5133  
   Principal, Mr. George Atwood

At Jackson Middle School I taught in a federally funded reading lab. My students came from varied socioeconomic and racial backgrounds, and their reading abilities ranged from approximately 2.0 to 4.0. I left this position when I moved from the area.

June 1978 to                    Legal Secretary  
September 1981                Crowe & Dunlevy Law Firm  
   Oklahoma City, OK  
   Supervising Partner: Mr. Henry Rheinberger

During my 20's I decided I wanted to be a lawyer, and in August of 1978, I started law school at Oklahoma City University Law School. At this time I took a job in a law office to get

**CONSENT**  
**APRIL 18, 2012**

experience. I made the decision that the legal field was not the area I wanted to pursue and left this job to return to teaching.

August 1977 to May 1978	Title I/Chapter I – Reading Lab Teacher Rogers Middle School % Oklahoma City Public Schools P.O. Box 25428 Oklahoma City, OK 73102 (405) 297-6527 Principal: Mr. Steve Brown
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At Rogers I taught in a federally funded reading lab that serviced students in grades 6, 7, and 8. I left Rogers to attend law school.

August 1975, to January 1977	Title I Reading Lab Teacher Anadarko Junior High School 1400 South Mission Anadarko, OK 73005 (405) 247-6605 Principal: Mr. Clarence Thompson
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In Anadarko I taught a federally funded reading lab for students in Grades 7 and 8. I left this position when I moved to Oklahoma City.

In addition to the teaching experience listed above, during the summers of 1976 and 1978, I taught and tutored Vietnamese students in “English as a Second Language” in Anadarko, Oklahoma, and in Oklahoma City, Oklahoma.

January 1974 to May 1975	Substitute Teacher Norman Public Schools Norman, OK
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During this time I substituted at all grade levels and in all subject areas.

Fall 1973	Student Teacher Eisenhower Junior High School % Lawton Public Schools 52 <sup>nd</sup> and W. Gore Blvd. Lawton, OK 73501 Principal: Mr. Abe Duchendorf
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During the final semester of my undergraduate studies I student taught in an 8<sup>th</sup> grade American History class in Lawton, OK.

**PROFESSIONAL ASSOCIATIONS**

Member, Northwest Professional Educators

**CONCLUDING REMARKS**

I am almost 55 years old. A large portion of my life has been spent in the “teaching mode.” As a young teenager, I babysat extensively. I was a hospital volunteer in the pediatric department and taught Sunday school classes. *I love kids.*

After leaving teaching full-time the first time in 1985, I spent hours in the various schools that my children attended. I graded papers, published newsletters, organized field trips, class parties, and awards ceremonies. I supervised recess, administered tests, and tutored students. I bandaged banged knees, arbitrated student disputes, soothed hurt feelings, and dried tears. I laughed, cried, and shared both joy and heartaches with the students. (I even cooked 400 potatoes for a school fund-raiser!)

I served on the Staff Development Committee with the Lakeland School District for two years. After leaving full-time teaching for the second time in 2000, I actively participated in my daughter’s school. I am an accomplished legal secretary and such skills are a powerful aid in classroom management. I have mothered. Parenthood is both a learning and a teaching experience. I have a son 31 years old and a daughter 21 years old. I have taught them and I have learned with them, and they have done the same with me.

I believe that every experience in my life and that fact that I have experienced as much life as I have enhances my abilities in the field of education.



**Kathryn Duplessis**  
**3111 Brookstone Circle Ammon, ID 83406**  
**Home: (208) 528-8396 Cell: (208) 390-9505**  
**kduplessis@cableone.net**

## **Professional Experience**

### **Present Position: Kindergarten Core Knowledge Academy Teacher**

Teach Core Knowledge curriculum to kindergarten students who receive standards in the morning session.

### **2007-2010 White Pine Charter School Teacher's Aide**

Assist Special Education Teacher in providing services for children in kindergarten through 3rd grade.

### **2003-2007: EICAP Head Start Early Childhood Education Specialist**

Eastern Idaho Community Action Partnership (formerly EISSA), Idaho Falls, ID

Trained and Mentored preschool classroom teachers located in six Head Start Centers on Policies and Procedures and Developmentally Appropriate Practice ensuring compliance with Federal Head Start Performance Standards. From June 2006 to March 2007 also managed the program's Disabilities Services.

### **2002-2003: Head Start Family Advocate**

EISSA, Idaho Falls, ID

Provided home visit and outreach services for clientele. Prepared and presented educational materials on home visits, at parent meetings and through newsletters. Was responsible for file setup, maintenance and computer tracking. Participated one day a week in preschool classroom.

### **2000-2002: Head Start Center Manager/Family Advocate**

EISSA, Rexburg, ID

Set up and implemented Head Start program in Rexburg. Was responsible for Head Start preschool's daily operations, including home visits, teaching in the classroom, intake, client recruitment and enrollment, client communication, computer usage, community/ school district relations, recruitment, training and supervision of staff, parents and volunteers. Generated in-kind goods and services for non-profit agency. Performed public relations activities for community involvement.

### **1995-2000: Head Start Family/Child Advocate (Preschool Teacher)**

EISSA, Idaho Falls, ID

Taught 3-5 year olds in a preschool setting also conducting home visits with their families. Each school year gained progressively more leader/staff training duties.

### **1993-1996: Substitute Teacher K-6 (Long-term positions in Kindergarten and First Grade)**

### **1994 & 1996: Summer School Teacher's Aide**

### **1993 Student Teacher: First grade & Fourth Grade**

### **1983-1991: Child Care Teacher**

Taught 2-10 year olds in day care settings in Illinois and Montana. Trained staff, volunteers and practicum students in developmentally appropriate activities and center procedures.

## **Education**

Idaho State University Pocatello, ID--B.S. Elementary Education 1993 (With Honors)

Certification: Idaho Standard Elementary All Subjects K/8 (Expired-currently renewing)

Award in Proficiency in Child Care, Champaign, IL 1989

Danville College Danville, IL--A.S. Early Childhood Education 1983

## **Professional Accomplishments/Affiliations**

Idaho Head Start Association Staff of the Year for Early Childhood Education 2005

First Book-Bonneville County Chairperson 2003-Present, National "Hero of the Month" November 2006

Help Inc. Parents as Teachers Advisory Board and Volunteer 1999-2006

Idaho Head Start Association "Teacher of the Year" 2001

EISSA "Employee of the Year" 2001

Big Brother/Big Sister Program Volunteer 1991-2002, "Big Sister of the Year" 1995

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## **Pamela E Danielson**

Home - 44039 Bobbitt Bench Rd Peck, Idaho 83545 pamd@cpcinternet.com 208-486-6361  
School – 300 Dunlap Road Orofino, Idaho 83544 danielp@sd171.k12.id.us 208-476-5557

	<b>Orofino High School</b> Aug. 2007 to present
Teaching Experience	<ul style="list-style-type: none"><li>• U.S. History - 10th grade</li><li>• World History and Honors World History – 9<sup>th</sup> grade</li><li>• Street Law – 9<sup>th</sup> – 12<sup>th</sup> grade</li></ul>
	<b>Orofino Junior High</b>
	<ul style="list-style-type: none"><li>▪ 7<sup>th</sup> Grade Social Studies</li><li>▪ 8<sup>th</sup> Grade Social Science Exploratory and Project Citizen Coordinator</li></ul>
	<b>Orofino Elementary</b> 6th Grade 1980 - 1996
	<ul style="list-style-type: none"><li>▪ Social Sciences Department head</li><li>▪ Teaching American History Grant (Frontiers) participant</li><li>▪ Youth Legislature Advisor</li><li>▪ Mock Trial Advisor</li><li>▪ Technology Committee Member</li><li>▪ Member District Social Studies Committee</li><li>▪ Character Education committee</li><li>▪ Safe and Drug Free Schools District Member</li><li>▪ Idaho Learn and Serve Grant recipient</li></ul>
Awards - Accomplishments	<ul style="list-style-type: none"><li>▪ Patriot's Award from VFW – 2004 - 2009</li><li>▪ Participant Goethe's Transatlantic Outreach Program to Germany 2008</li><li>▪ Presenter at Idaho Council History Educators – Oct. 2004, Oct. 2007</li><li>▪ Idaho Middle School Teacher of the Year 2006 - Region II</li><li>▪ National Council for Social Studies Membership Committee member 2006 - 2008</li><li>▪ Presenter at National Council for Social Studies, Nov. 2005</li><li>▪ Region 2 Representative for the Idaho Middle Level Association 2005 – 2008</li><li>▪ Human and Civil Rights Committee member - Idaho Education Association</li><li>▪ Project Citizen State Winner – 2003, 2005</li><li>▪ Presenter at Idaho State Middle Level Conference – March 2005</li><li>▪ Project Citizen Mentor at Western Regional Conference – Boise, 2003</li><li>▪ NAEP History Test Writer – 2003</li></ul>

**CONSENT**  
**APRIL 18, 2012**

Professional Memberships	<ul style="list-style-type: none"><li>▪ National Council for the Social Studies</li><li>▪ National Social Studies Supervisors Association</li><li>▪ National Council for History Educators</li><li>▪ Idaho Council for History Educators</li><li>▪ National Education Association</li><li>▪ Idaho Education Association</li></ul>
Education	<p>MA – University of Idaho</p> <p>BA – University of Northern Colorado</p>
Recent workshops	<p>2008 – Transatlantic Outreach Study Tour to Germany; Gilder Lehrman Teaching Digital History seminar</p> <p>2007 – Attended NEH Landmark program: The Industrial Revolution; We the People: The Citizen and the Constitution; Freedoms Foundation - The American Revolution Southern Campaign; Center for Civic Ed – Founding Fathers</p>
Certification	<p>2006 – Attended NEH Landmark Programs: Between Columbus and Jamestown: Spanish St. Augustine and Fort Snelling</p> <p>2005 – Attended National History Day weeklong workshop in Chicago on Pullman Strike, Hull House</p> <p>2005 – Attended NEH Landmark program: Wiping Away the Trail of Tears</p> <p>2004 – Attended NEH Landmark program: Stony the Road We Trod Civil Rights</p> <p>Secondary Certification for Social Studies 6-12</p> <p>Advanced Elementary Certification 1 – 8</p> <p>Advanced Exceptional Child Certification (Spec. Ed.) K - 12</p>
Interests	<ul style="list-style-type: none"><li>▪ Watching sports, especially when my sons are playing</li><li>▪ Reading</li><li>▪ Travel</li></ul>
References:	<ul style="list-style-type: none"><li>▪ Mr. Jerry Nelsen, Principal</li></ul> <p>Orofino High School 300 Dunlap Rd Orofino, ID 83544 Email: nelsenj@sd171.k12.id.us 208.476.5557</p>

**CONSENT**  
**APRIL 18, 2012**

February 13, 2009

To Whom It May Concern,

I am writing this letter to nominate my colleague, Mrs. Pam Danielson, to serve on the Idaho Professional Standards Commission. I have known Mrs. Danielson for over 15 years and can verify she is a worthy candidate for this position.

Mrs. Danielson has taught in a variety of subjects and grade levels. I first knew her as a sixth grade teacher, where I ensured my son was in her classroom. She stood out as a profession who loved her career and used that passion to motivate her students.

Later, when Mrs. Danielson transferred to the junior high school to teach Social Studies and Math, I again made arrangements for my son to take classes from her; her excitement and innovative classroom teaching created a love for learning in all students there.

When an opening came for a Social Studies teacher at the high school where I taught, I immediately thought of Pam Danielson as someone with whom I would like to work in the same building. She began a new career at that level of secondary education and has already proven herself again as a master of everything she pursues.

In addition to her work at all grade levels in Social Studies and Math, Mrs. Danielson has also studied and taught Special Education. Her well-rounded diversity in subject and grade level would aid her in a position on the commission.

Mrs. Danielson has maintained a commitment to the local and state education association throughout the period I have known her and continues to serve as a leader in the district and at the state level in various organizations.

It is a privilege for me to nominate with confidence such an outstanding candidate for the PSC as Mrs. Pam Danielson. I hope you will contact me so that I can further discuss her qualifications with you.

Sincerely,

Cindy P. Wilson  
American Government Teacher

February 26, 2009

To Whom it May Concern:

I would like to recommend Pam Danielson for a position on the Professional Standards Commission. Mrs. Danielson and I taught together for several years at Orofino Junior High. She was, and still is, someone I can depend on to help me professionally and personally. During her years at the junior high, she was reliable in her commitments to her students and her profession. The Professional Standards Commission would be lucky to have her serve. She will prove to be a trustworthy member dedicated to working on high standards.

Thank you for your time.

Sincerely,



Patricia Reggear  
Orofino Junior High  
P. O. Box 706  
Orofino, ID 83544

**CONSENT  
APRIL 18, 2012**

March 2, 2009

Dear President Sherri Woods:

It is a great privilege for me to be able to write this letter of recommendation for Pam Danielson as she has served as a mentor to me in both teaching and my Education Association activities. Mrs. Danielson was a teacher in Junior High School for eleven years where both of my sons attended and is now a colleague of mine since moving to Orofino High School three years ago. Pam was an active, involved teacher while at the Junior High and has continued that involvement at her new high school position.

Mrs. Danielson's many activities involve taking part in mock trials, History Day, Gilder Lehrman workshops, educational field trips to India and China, summer seminars with National Endowment for the Humanities and many more too numerous to mention. However, her dedication to her profession doesn't end there. Pam has been a member of NEA and IEA for 20+ years. Not being content with passive membership, Pam has served in a variety of capacities including three years on the Human and Civil Rights Committee, attendance at seven Delegate Assemblies, and currently as vice-president of her local Clearwater Education Association. She has also been an active membership recruiter and avid supporter for PACE and the Children's Fund.

I feel it important to mention that Mrs. Danielson is a model teacher in our school. If you speak to any of her students, they would indicate that she is a true advocate on their behalf. She knows the names of nearly all of the students in the school and takes an active part in seeing that each of them succeeds. You will often see her in the cafeteria or hallway speaking to someone about what's going on at home, why they missed class, or what she can do to help. If you were to attend many of the extracurricular activities, you would find her cheering for the local team and her students as well. She truly carries the successes and failures of her students as her own.

It is because of examples like Mrs. Pam Danielson, and her active, involved membership participation, that our Idaho Education Association and local Clearwater Education Association are as strong as they are. Teachers, staff members, and most importantly, students benefit from her involvement in the Idaho Education Association and IEA would benefit greatly from her knowledge and wisdom on the Professional Standards Commission.

Sincerely,



Annette Haag  
Social Studies Instructor  
Orofino High School  
300 Dunlap Road  
Orofino, ID 83544  
Clearwater Education Association, President

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**JENNIFER S. N. GREVE**  
**1105 N. Florence St.**  
**Sandpoint, ID 83864**  
**208.255.2050**  
[schwinntandem@earthlink.net](mailto:schwinntandem@earthlink.net)

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#### EDUCATION

2004 – 2007	<b>California State University Dominguez Hills</b> M.A. - Negotiation, Mediation and Conflict Resolution	Carson, CA
2001	<b>North Idaho College</b> Educational Psychology & U.S. History	Coeur d'Alene, ID
1999	<b>Seattle Pacific University</b> Advanced Placement training- English literature	Seattle, WA
1998	<b>Eastern Washington University</b> Post graduate coursework in American literature, secondary school English curriculum	Cheney, WA
1991-1996	<b>Eastern Washington University</b> B.A. - Education (focus: English and Political Science) <i>With additional university and post-graduate coursework</i>	Cheney, WA

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#### PROFESSIONAL EXPERIENCE

2001-current	<b>Sandpoint Charter School</b> <b><i>Director of Operations 2001</i></b> *Led development of site-specific academic curriculum *Liaison for SCS with State Department of Education, Lake Pend Oreille School District and Sandpoint community *Created staff and student semester schedules *Lead Teacher: facilitated faculty meetings, assisted in teacher hiring, directed staff training and created teacher mentor program *Served as site Special Education Coordinator  <b><i>English/Language Arts Teacher 2002-current</i></b> <b><i>Department Head</i></b> *Implement curriculum in adherence to state standards *Participant and leader of Professional Learning Community dialogue *Lead role in design of new Sandpoint Charter School High School *Assisted in development of Advocacy *Co-designed 8 <sup>th</sup> & 7 <sup>th</sup> grade integration curriculum *Designed 9 <sup>th</sup> grade English I writing curriculum *Mediator between students, faculty, and parents with conflicts *Assisted in creation and scheduling of cross-curricular projects *Facilitator of Individual Learning Plan meetings *Developed SCS writing standards for grades 6-12  <b><i>Head of Professional Development</i></b>	Sandpoint, ID
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**CONSENT**  
**APRIL 18, 2012**

- \*Mentor for faculty regarding curriculum, culture, and procedures
- \*Create and facilitate in-service programs for faculty
- \* Bring in key in-service programs from outside sources
- \*Develop evaluation protocol for SCS faculty
- \*Observe teachers in classroom settings
- \*Participate in teacher evaluation meetings
- \*Facilitate the development of school wide curriculum

1996-2000

**Rocky Mountain Academy**

Bonnars Ferry, ID

***Literature and Language Arts Teacher***

- \*Classroom instructor in American and World Literature, Senior Thesis and Women's Studies
- \* Developed Senior Thesis project curriculum
- \*Oversaw academic program for team of 25 students
- \*Introduced and implemented Harvard University's Multiple Intelligences concept
- \*Academic and Program trip leader: Olympic Peninsula, Ashland Shakespeare Festival
- \*Lead Teacher: created new teacher training manual, facilitated teacher workshop days
- \*Created Independent Studies program which met individual state standards

***Post-High School and College Counselor***

- \*Oversaw student college application process
- \*SAT proctor and coordinator
- \*Ran college correspondence courses
- \*Coordinated all independent studies programs

**PERSONAL**

Enjoys gardening, snowboarding, cross country skiing, mountain biking, traveling, reading, and camping.

**Daylene R. Petersen**

---

1224 W Orchard Avenue, Nampa, ID 83651      208-463-7504      [daypeters@msn.com](mailto:daypeters@msn.com)

---

**EDUCATION**

M.A. Art Education 2004  
Boise State University, Boise, ID  
B.A. Home Economics Education 1971  
Northwest Nazarene University, Nampa, ID  
Post-graduate courses 2004-2008  
University of Idaho, Moscow, ID  
Northwest Nazarene University, Nampa, ID

**CREDITIALS**

State of Idaho Teaching Certificate 1971-2011  
Standard Family & Consumer Science 6-12  
Standard Art K-12

**EXPERIENCE**

2006-present	Teacher, Art Specialist grades K-12	Nampa, ID
	Idaho Arts Charter School	
2006-2007	Adjunct Faculty University of Idaho	Caldwell, ID
1998-2006		Notus, ID
	Teacher: Family & Consumer Science, Art, and Health	
	Prof/Tech. Coordinator, Notus High School	
1992-1998		Caldwell, ID
	Church Administrator, Canyon Hill Nazarene Church	
1991-1992		Caldwell, ID
	Latch-key Coordinator & Lead Teacher, Lincoln School	
1974-1978		Canyon County, ID
	Extension Home Economics Educator, University of Idaho	
1971-1973		Payette County, ID
	Extension Home Economics Educator, University of Idaho	
1971		Nampa, ID
	Home Economics Teacher, Nampa Christian High School	

**PROFESSIONAL INVOLVEMENT**

2006-2009	Northwest Professional Educators
2004-2006	Idaho Administrators: Project Leadership Fifth Cohort
2005-2006	PTE Curriculum Integration Academy Treasure Valley
1998-2006	Idaho Education Association
1998-2007	Career & Technical Educators of Idaho
1998-2006	Idaho Association of Family & Consumer Sciences
1989-2009	Trinity Pines Camp & Conference Center Board of Directors

**PUBLICATIONS**

1979	University of Idaho Extension Info Series	<i>Making Sausage at Home</i>
2004	School Arts Magazine	February <i>Quilt Blocks Teach Diversity</i>

**SKILLS**

- Organize and execute youth and adult curriculum and programs
- Ability to attend to detail and thoroughness
- Maintain good working relationship with youth and adults in both volunteer and professional levels
- Ability to write and administer grants and cooperate on grant teams
- Collaborates on state and local curriculum development teams

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**Cherri A. Sabala**

1478 Oriole Way – Boise, ID 83709 – [csabala@nsd131.org](mailto:csabala@nsd131.org)  
Home: (208) 377.1130 – Cell: (208) 631.3225

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**Language Arts Teacher**

*I currently teach Language Arts at Ridgeline High School in Nampa, ID. It is an alternative school with an expedited credit recovery schedule. I teach 4 terms per year which is the equivalent to 4 semesters in a traditional high school. I emphasize reading and comprehension techniques within my classroom by utilizing many of Marzano's methods for successful teaching.*

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**Education and Certifications**

*Bachelor of Science, Major: Communications – University of Idaho (1988)  
Language Arts 6 – 12 – American Board for Certification of Teacher Excellence (2009)  
Secondary Endorsement – Speech Communications (2010)  
Idaho Teaching Certificate (2010)  
Highly Qualified under “No Child Left Behind” Standards (2009)  
**Teacher of the Year, Ridgeline High School (2011)**  
Professional Development Including: Ruby Payne's A Framework for Understanding Poverty; Marzano's Building Background Knowledge, Classroom Instruction that Works and Formative Assessment & Standard's Based Grading; Dahlgren-Lattimer Teach-To's for Managing Behavior; O'Connor's A Repair Kit For Grading; and Common Core Standards*

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**Work Experience**

**Ridgeline High School**

08/09 – Present

Language Arts/Communication Teacher

*I teach all aspects of the Language Arts curriculum meeting state and district standards. I have also worked with our TASK/Alpha students twice per week on basic grammar. Last year AIMS web was implemented by me throughout our school in an effort to help meet our Title 1 goals of each student successfully completing the ISAT and achieving a proficient score.*

*My teaching buddy and I have implemented the Dahlgren-Lattimer “Teach-To's” in our school to minimize disruptive behaviors within our classrooms. We trained the staff and provided a PowerPoint for them to use in their classrooms to introduce the program to our students. This system has increased our teaching time which has increased the amount of material we can cover in an average class.*

**Brady Industries of Idaho**

3/07 – 7/08

Healthcare Specialist/Sales (Boise, ID)

*Maintain large customer base, manage inventories, market new products to healthcare facilities, train customers and employees on proper facility disinfection and proper hand hygiene.*

***Boulder Creek Supply, Inc.***  
*President (Boise, ID)*

*9/99 – 3/07*

*Market and manage a janitorial supply company in Southern Idaho and Eastern Oregon. Train employees. Educate customers on both uses of commercial products and implementation of training procedures according to Federal mandates. Our company achieved sales of over \$2 million dollars within the first 5 years. We sold the company in March of 2007 to Brady Industries of Las Vegas.*

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### ***References***

<i>Mark Phillips</i>	<i>Brady Industries, Inc</i>	<i>(208) 887.2199</i>
	<i>General Manager</i>	
<i>Sarah Holloway</i>	<i>Ridgeline High School</i>	<i>(208) 697.1175</i>
	<i>Department Head/Social Sciences</i>	
<i>Cindy Omlin</i>	<i>Executive Director</i>	<i>(509) 954.7990</i>
	<i>Northwest Professional Educators</i>	

**VALERIE WILLIAMS**

4436 Burley Drive  
Chubbuck, ID 83202  
Phone: 208-681-3179, Fax: 208-237-1919  
wasivale@cableone.net

**OBJECTIVE**

- To obtain a classroom teacher's position on the Idaho Professional Standards Commission.

**SKILL SUMMARY**

- Excellent teaching skills in settings from child to adult; exceptional written and oral communication; experienced in diplomacy; outstanding organization skills; first-rate leadership abilities; practiced committee member; superb written and oral Spanish language skills; experienced working with diverse learning groups; continuing respect for the teaching profession and commitment to maintain high standards for teachers and certification.

**EDUCATION**

- Idaho State University, Pocatello, Idaho  
Doctoral Student in the Education Leadership Program  
*Expected Graduation: December 2010, GPA 4.0*  
Prospective Degree: Ed.D. Higher Education Administration
- Idaho State University, Pocatello, Idaho  
Graduation: August 1999, GPA: 4.0  
Degree Held: M.Ed. Curriculum & Instruction
- Boise State University, Boise, Idaho  
Graduation: August 1980, Cum Laude  
Degree Held: B.A. Spanish

**CERTIFICATION**

- Idaho Standard Secondary Teaching Certificate. Endorsement: Spanish, History, Social Studies. 1980-present.
- Idaho Technology Certificate, 1998.

**RELATED WORK EXPERIENCE**

- **High School Teacher, Blackfoot High School, Blackfoot School District #55, Blackfoot, ID (August 2007-present).** Teach Honors American History A-B;

American History A-B; Honors Economics; and Economics to high school juniors and seniors.

- **Powder Puff Football Coach** to junior and senior girls (2007 to present).
  - **BEA, (Blackfoot Education Association) building representative** (2008 to present).
- **Associate Lecturer, Idaho State University (ISU), College of Education, Educational Foundations (August 2002-May 2007).** Served as an instructor for lower and upper division education courses, including planning, assessment, delivery, motivation, management, human development, and adaptations for diversity; conduct workshops for practicing classroom teachers; plan, organize, and coordinate all-day workshops for interns; serve on various curriculum alignment committees; maintain a focus on current research in the educational field; advise teacher education candidates; and serve as the advisor for the University student program organization branch for the **Idaho Education Association.**
- **Teacher-In-Residence, ISU (August 2001-2002).** Served as an instructor and team-teacher for upper division education courses; served on various curriculum alignment committees; and supervised pre-interns & interns in their field experience.
- **High School Teacher, Blackfoot High School, Blackfoot School District #55, Blackfoot, ID (August 1989-2001).** Taught Spanish IA-B; Spanish IIA-B; World Cultures and History A-B; American History A-B; U.S. Government & Politics A-B; **Advanced Placement** U.S. Government & Politics A-B; Teens, Crime, and the Community; and Street Law.
  - **Law-Related Education Coordinator (August 1998-2001)** Provided the district's teachers with materials and instruction for law-related education (LRE) activities in their classrooms and administered the LRE budget.
  - **Social Studies Department Chair (August 1998-2001)** Supervised seven social studies teachers, conducted staff meetings; discussed curriculum and job duties; created department course schedules, class offerings, and course catalog descriptions; served on faculty search and interview teams for social studies teachers.
  - **BEA, IEA, NEA Building Representative** (1990-1992)
  - **BEA Negotiations Committee Caucus Chair** (1995-2001)
  - **District Insurance Committee Chair** (1998-2001)



- **District Substitute, Blackfoot School District #55, Blackfoot, ID (August 1987-1989).**
- **Spanish Bilingual Program Director, Blackfoot School District #55, Blackfoot, ID (August 1984-1987).** Administered a K-5 bilingual program in three elementary schools, supervised three instructional aides, assisted classroom teachers, and provided materials to support Spanish-speaking children and their learning activities, also taught two class periods of Beginning Spanish to high school students.
- **Migrant Aide for the Migrant Education Program, Blackfoot High School, Blackfoot School District #55, Blackfoot, ID (September 1984-1985).**
- **Migrant Resource Teacher, Mountain Home School District, Mountain Home, ID (September 1980-August 1982)** Administered a K-12 migrant education program in three elementaries, a junior high school, and senior high school; taught migrant students English language skills; and tutored students in other academic subjects.

#### **PRESENTATIONS**

- Representative of the College of Education, ISU Day at the State Capitol and Recruitment Night in various cities across the state.
- ISU, College of Education faculty on Adaptations and assessments.
- Various conferences for professional teaching organizations statewide.

#### **ADDITIONAL ACTIVITIES**

- Participant of various public education grant programs.
- Committee member on various state-wide committees & professional organizations.
- State Champion Mock Trial Team Coach, Blackfoot High School
- Youth Government Club Advisor, Blackfoot High School
- Performing Arts Center fund raiser / volunteer, Blackfoot High School
- Model for Arctic Cat Snowmobiles brochures

#### **AWARDS**

- Most Influential Professor, College of Education, ISU, 2005 & 2007
- National Dean's List, 2007
- Teacher of the Month, Blackfoot High School, April 1997
- Who's Who Among America's Teachers (two nominations - public school and higher education)
- Empire Who's Who of Women in Education
- Who's Who Empowering Executives & Professionals

**AFFILIATIONS**

- ISU Women's Studies Program board member (2005-2007)
- American Association of University Women (2005-2007)
- ISU Professional Women board member (2005-2007)
- Kappa Delta Pi (2004-2007)
- Delta Kappa Gamma (1998-2008)
- Association for Supervision and Curriculum Development (1999 to present)
- Pocatello Pathfinders Association (2004-present)
- National Education Association, Idaho Education Association, Blackfoot Education Association member (1980-2002 & 2007 to present)
- National Council for the Social Studies (1987-2006)
- Idaho Council of History Educators (2000-2006)

**REFERENCES**

Dr. Peter Denner  
Professor and Assistant Dean  
Teacher Education  
College of Education  
Campus Box 8059  
Pocatello, ID 83209  
208-282-4143

Dr. Scott Crane  
Superintendent  
Blackfoot School District #55  
270 E. Bridge  
Blackfoot, ID 83221  
208-785-8800

Mr. Michael O'donnel  
Business Education Teacher  
Blackfoot High School  
870 S. Fisher  
Blackfoot, ID 83221  
(208-785-8810)



## BLACKFOOT SCHOOL DISTRICT NO. 55

270 East Bridge Street, Blackfoot, ID 83221  
Phone (208) 785-8800 Fax (208) 785-8809  
Web Site: [www.d55.k12.id.us](http://www.d55.k12.id.us)

February 11, 2009

Idaho Education Association  
Professional Standards Commission  
Selection Committee

Dear Selection Committee:

### **BOARD OF TRUSTEES**

Rick Bigler  
Chairman

J. D. Tolman  
Vice Chairman

Bryce C. Lloyd  
Clerk/Treasurer

Mary Jo Marlow  
Member

Patricia L. Colman  
Member

### **ADMINISTRATIVE OFFICES**

Dr. Scott L. Crane  
Superintendent of Schools

Chad R. Struhs  
Assistant Superintendent

Patricia Farmer  
Director - Student Support Services

The Professional Standards Commission has the responsibility of determining the course of Idaho certification standards, education fair practices, and education ethical standards. These paramount responsibilities effect all professional educators in the state of Idaho, and are responsible for creating high professional standards for Idaho educators.

Due to the importance of this commission, I believe that the members of the commission need to be representatives of the highest quality of Idaho educators. It is, therefore, a privilege and honor to recommend Ms. Valerie Williams to serve as a member of this prestigious commission. I truly believe that Ms. Williams represents the best qualities of a professional educator as exemplified by her years of teaching at Blackfoot High School, Idaho State University, and her continuing efforts to complete her doctorate.

Ms. Williams has the knowledge, expertise, and skills necessary to provide well thought out advise and input. Her oral communication, written, and leadership skills are superb in both English and Spanish. I believe that Ms. Williams would be a great asset to the Professional Standards Commission and pledge my support in allowing her to attend meetings and accomplishing the tasks necessary to enhance the education profession in the state of Idaho. I have no reservation in recommending Ms. Valerie Williams for this position.

Sincerely,

A handwritten signature in black ink, appearing to read 'Scott L. Crane', written over a horizontal line.

Scott L. Crane, Ed.D.  
Superintendent of Schools

mac  
pc: File



Office of the  
Assistant Dean  
College of Education

921 S 8<sup>th</sup> Avenue  
Stop 8059  
Pocatello, Idaho  
83209-8059

Phone  
(208) 282-3807

Fax  
(208) 282-4697

Email  
denupete@isu.edu

Page 1 of 2

February 17, 2009

Dear Idaho Education Association Board of Directors,

I am writing this letter of support on behalf of Ms. Valerie Williams, who has applied for selection as a member of the Professional Standards Commission. Ms. Williams is a classroom teacher at Blackfoot High School (District #55), where she currently teaches American History and Economics. Before serving as a Teacher-In-Residence and Associate Lecturer at Idaho State University (ISU) in Pocatello, Valerie also taught Spanish, History, and Government at Blackfoot High School from 1989 to 2001. Earlier in her career, Valerie served as the Spanish Bilingual Program Director for the Blackfoot School District for three years and as a Migrant Resource Teacher for the Mountain Home School District. Ms. Williams is an outstanding teacher who would bring a wealth of experience and a unique perspective to the Professional Standards Commission. As her resume attests, Ms. Williams has also been an active member of the Idaho Education Association and the National Education Association.

I first met Ms. Williams in the fall of 2001 after she had been selected to be a Teacher-In-Residence in the College of Education. The Teacher-In-Residence program was funded by a grant from the J. A. & Kathryn Albertson Foundation. The program paired outstanding teachers for one year at a time residencies with university professors to work on the transformation of the ISU undergraduate teacher preparation programs. A major goal of the grant was to support the development of a standards-driven assessment system for teacher education. Valerie's involvement in the efforts of our college to undertake this transformation gives her a deep appreciation for the complexities of building assessment systems and for the value of linking standards with assessments. I believe this experience makes her an excellent candidate for serving on the Professional Standards Commission.

Toward the end of her year as a Teacher-In-Residence, an opportunity arose for Valerie to be hired as an instructor in the College of Education to teach undergraduate courses in teacher education. This turned into an opportunity for her to teach with us for several years. Valerie also served as a supervisor of student teaching interns and as the advisor for the College of Education student chapter of the Idaho Education Association. Valerie brought her wealth of classroom teaching experience to our undergraduate teacher preparation programs, where she demonstrated great versatility in her teaching. She was regarded by both her colleagues and her students as an outstanding teacher educator. Valerie's commitment to the professional education and development of teachers is another reason she is an excellent candidate to serve as a member on the Professional Standards Commission.

While at ISU, Ms. Williams was also active on a variety of college committees, including serving as a member of the Teacher Education Core Assessment Committee, which I chaired. Valerie was an articulate advocate for her views and an

*ISU Is An Equal Opportunity Employer*

active committee member who made significant contributions to the work of the committee. I believe that Valerie has the ability to be an active member on the Professional Standards Commission. Valerie has the experience and commitment necessary to be a strong advocate for teachers.

As a final comment, Ms. Williams is an attractive and poised person who would project a positive, confident, and professional image for the Idaho Education Association. Valerie interacts well with all types of people. She has a strong commitment to teaching and service. She was delightful to have as a colleague. I recommend her highly for selection as a member of the Professional Standards Commission.

Sincerely,



Peter R. Denner, Ph.D.  
Assistant Dean

## Blackfoot High School

### “BRONCO COUNTRY”

**Principal**  
Blaine E. McInelly  
**Assistant Principal**  
Brian J. Kress

870 South Fisher Ave.  
Blackfoot, Idaho 83221-3305  
Phone (208) 785-8810  
Fax (208) 785-2329

**Assistant Principal**  
Thomas B. Harrington  
**Athletic Director**  
Jeff Marshall

February 20, 2009

Dear Idaho Education Association Board of Directors:

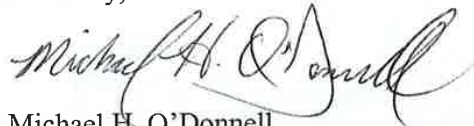
I have had the privilege of working with Valerie Williams at Blackfoot High School for several years both before her departure to complete graduate work and assume a teaching position at Idaho State University, and after her welcomed return to our faculty. Her teaching efforts here at Blackfoot High have allowed me valued contact for collaboration, feedback and friendship.

Ms. Williams also serves at the building representation for the Blackfoot Education Association and has been an excellent sounding board and liaison for association members at the high school. She is always willing to listen and has made a commitment to stay abreast of association and global education issues as they impact students and teachers.

Because of my position providing the high school its on-site technical support as well as fulfilling my duties at a business education teacher, I have had several opportunities to observe Ms. Williams in her classroom and in my computer lab, where her classes have made use of equipment during my prep period. Her organizational skills are apparent. You don't move a classroom of high school students from point A to point B and get them on task without a keen understanding of the challenge.

One of the most outstanding traits Ms. Williams possesses is respect for the value of other people's time. She is always sure to secure permission to use my lab facilities well in advance and quick to thank me for my assistance. She is a joy to work with and a real asset to our faculty. Any team faced with an endeavor that requires intelligence, humor and grace would be stronger with her among its ranks.

Sincerely,



Michael H. O'Donnell  
Blackfoot High School

*The Higher We Climb the Better the View*

**WILDER ELEMENTARY SCHOOL**  
**Home of the WildCats**

210 "A" Avenue East  
Wilder, Idaho 83676  
Main Office: (208) 482-6220  
Fax: (208) 482-6980  
[www.wilderschools.org](http://www.wilderschools.org)

February 21, 2012

Nominating Chair  
Idaho Association of Elementary Principals  
777 S. Latah Street  
Boise, ID 83705

RE: Nomination to the Professional Standards Commission

Dear Nominating Chair:

It is with pleasure that I submit my letter of intent to serve as a representative of the IAESP on the Professional Standards Commission. I am a current member of the IAESP and have served the students and parents of Wilder Elementary for the past four years as the elementary school principal. I have proven leadership and communication abilities that can fulfill the needs of the IAESP and the ISDE.

I believe in the IAESP and its mission for elementary school administrators in our state. Together, we can continue to make a positive impact on the children and communities we serve. Thank you for your consideration.

*Jeff Dillon*

Jeff Dillon  
Principal  
Wilder Elementary School

**CONSENT**  
**APRIL 18, 2012**  
**JEFF DILLON**  
**Principal, Wilder Elementary School**  
208.573.4878    jdillon@wilderschools.org

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*Offering effective and proven leadership and stakeholder engagement.*

Dedicated, resourceful, sense of humor, dynamic, education administration professional with proven ability to:  
Effectively communicate, create and monitor policies and practices, develop an environment that encourages open communication with colleagues regarding the issues demanding attention, knowledge and implementation of federal guidelines and policies, engaging stakeholders, program development, parental and community partnerships & engagement, curriculum development and implementation, training, team-building, effective management and motivational speaker

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**EDUCATION & CERTIFICATION**

**Idaho Education Certification, Administrator:** School Principal Pre-K-12  
**Washington State, Initial Administration Certification,** Heritage University, Toppenish, WA (2005)  
**Masters in Teaching,** Heritage University, Toppenish, WA (2001)  
**Elementary Education,** Heritage University, Toppenish, WA (2000)  
**Bachelor of Arts, Behavioral Science,** Northwest College, Kirkland, WA (1992)

**PROFESSIONAL EXPERIENCE**

<b>Elementary Principal/District Federal Programs Director K-6,</b> Wilder, ID Wilder District #133	<b>2007 - Present</b>
7 <sup>th</sup> Grade Science Teacher, Harrison Middle School, Sunnyside, Washington	2001 - 2007

**Scope of Position Includes:**

- Coordinate all Federal Programs and Budgets
- Hire and Placement of Personnel According to Strengths
- Provide Goals and Direction / Staff Development & Collaboration
- Master Schedule / Budget / Student Discipline
- Supervision using the Charlotte Danielson Model
- Clinical Supervision / Para-Educator Training
- Staff Meetings / Staff, Student, Parent Communication / Board Presentations

**Achievements:**

- Turned Around Failing School
- 30% increase in ISAT reading and math scores
- SIOP & Guided Language Acquisition Design Implementation for ELL Students
- Developed and Implemented a Strong Tier II Intervention Model
- Data Driven Professional Development and Building Capacity for All Staff
- Facilitated the Construction of a New Elementary Building
- Leadership Development in All Staff
- Led the 200% Increase in Parental Engagement
- Outstanding Educator of the Year Award 2005 – Sunnyside, Washington

**REFERENCES**

Daniel Arriola, Superintendent, Wilder School District - 208.482.6220  
Dr. Tom Farley, Deputy State Superintendent of Idaho (retired) - 208.867.2143  
Dr. Mary Ann Cahill, Professor, Boise State University - 208.841.8099  
Marcia Beckman, Title 1 Director, Idaho State Department of Education - 208.484.6902





## **Horizon Elementary School**

934 10<sup>th</sup> Avenue East · Jerome, Idaho 83338 · (208) 324-4841 · Fax (208) 324-2015

February 17, 2012

To Whom It May Concern,

I am writing to let you know that I am very interested in serving on the Professional Standards Commission for IAESP. I am a 20 year veteran in school administration, and feel that it is imperative that as professionals, we continue to monitor and uphold professional standards in our field.

Over the past 20 years, I have served in many capacities for the association, and now that my son is older, I feel that I am able to participate in our association as more than just an active member once again. Because I have a vested interest in our profession, and because I believe Idaho teachers and students deserve to be administered by administrators that do uphold our Professional Standards, I would be pleased to dedicate some of my time and energy to become involved in this process.

I believe that I have earned respect from my peers, my staff, my parents and my students, and this is partly due my professionalism. I take our profession very seriously, and believe that because thousands of students and parents are counting on us to give their children our best, I need to do whatever I can to help assure that this is what takes place throughout our state!

I would be honored to serve the association in this capacity and look forward to hearing from you! Let me know if you need further information, you can reach me at 208-308-5067 or by e-mailing me at [teresa.jones@jeromeschools.org](mailto:teresa.jones@jeromeschools.org).

Thank you for your consideration for this position.

Sincerely,

Teresa Jones  
Principal

***Teresa M. Jones***  
*615 14<sup>th</sup> Avenue West*  
*Gooding, Idaho 83330*  
*208-308-5067*  
[\*teresa.jones@jeromeschools.org\*](mailto:teresa.jones@jeromeschools.org)

***Professional Objective:*** *To continue to serve the children of Idaho and assist in upholding professional standards for educators in Idaho.*

***Education:***    *2008-2009, University of Idaho, Ed. Specialist in Ed Leadership*  
                      *1987-1990, University of Idaho, MA Educational Administration*  
                      *1983-1987, University of Idaho, BS Elementary Education*

***1992-Present:*** Principal 20 years, Elementary and Middle School Positions

***Professional Development pertinent to the Professional Standards Commission Position:***  
**2007-Present**

Idaho Leads Project Participant

TIA Participant

Completed Ed Specialist in Educational Leadership Degree from University of Idaho

Legal Issues in Education Workshops

**2006-2007**

Principal Academy of Leadership Training: (5 days throughout year) State Department of Education, Boise, Idaho

**2005-2006**

Principal's Academy of Leadership Training: (5 days throughout year), State Department of Education, Boise, Idaho.

**Previous to 2004**

Project Leadership; Graduate

***Service to Education:***

**Professional Organizations**

Liason Administrator for Project Leadership

Region IV Representative to Idaho State Department of Education Accreditation Committee

Region IV Representative for Idaho Association of Elementary School Principals

Region IV Idaho Association of Elementary School Principal's Secretary

Idaho Association of Secondary School Principals; member; 2004-2007

National Association of Secondary School Principals; member; 2004-2012

Idaho Association of Elementary School Principals; member; 1992-2004 & 2007-2012

National Association of Elementary School Principals; member; 1992-2004 & 2007-2012

Idaho Association of School Administrators; member; 1992-2012

**Awards and Recognition**

Finalist, Idaho National Distinguished Principal, 2011

Additional Yearly Growth Award, 2010

Rookie Administrator of the Year, IAESP, 1994

February 21, 2012

To Whom It May Concern:

I am writing to indicate my interest in serving as the Idaho Association of Elementary School Principals' representative to the Professional Standards Commission. I am prepared to be a productive, integral member of the commission as the representative from our association.

I am excited about the opportunity to work to be certain the high standards for professional educators in Idaho are reviewed, developed and adjusted as necessary. I see this as a crucial role for education in our state, especially with the onset of the Students Come First laws and the implementation of the Common Core Standards. The Professional Standards Commission will play a key role in bridging the gap between the former ways business was conducted and the reformed procedures. I recognize that everything from teacher preparation to kindergarten testing strategies will be affected and I look forward to the challenge of making the transitions as smooth as possible while keeping the best interests of the students in mind.

I have a particular interest in teacher certification, with goals of educating potential and practicing teachers after my work in the K-12 realm. The way teachers are educated and developed professionally is a key topic with legislators lately and I recognize the Professional Standards Commission's role in maintaining the requirements for certification, recertification and endorsement. I welcome the opportunity to become more familiar with and help shape the future of this effort in Idaho.

It is imperative that educators be held to the highest of standards. I believe in my colleagues at the administrative and classroom level but also recognize the need for a body to determine the best course of action when the professional standards of an educator come into question. This must be done with a great deal of respect for everyone involved in order to move forward in the best interests of the students.

The Code of Ethics for Idaho Professional Educators is a document with which I have a great deal of familiarity. I recognize its importance in maintaining and improving the reputation of professional educators. I believe the great fulfillment that comes with educating our students includes a great responsibility to be held to a high standard of accountability and ethical conduct. I believe I am uniquely qualified to be a contributing member of the Professional Standards Commission, with experience in both elementary and secondary education as well as backgrounds and higher degrees in both administration and curriculum. I appreciate consideration of my application to be a member of the Professional Standards Commission.

Sincerely,

*Taylor Raney*

**Taylor Raney**  
2228 E Bowstring Street  
Meridian, Idaho 83642  
taylor.raney@yahoo.com  
208-965-7279

**IDAHO STANDARD CERTIFICATIONS**

6-12 English  
6-12 Psychology  
K-12 French  
P-12 Administration - Principal  
P-12 Administration - Superintendent (May 2012)

**DISTRICT ADMINISTRATIVE EXPERIENCE**

Caldwell Academy of Leadership  
District Negotiations Team Member  
District Policy Committee Director  
District Testing Coordinator  
Professional Development Trainer  
-Assessment  
-Common Core Standards Alignment  
-Sheltered Instruction  
-Standards Based Lessons

**EDUCATION**

B.S. Secondary Education, December 2002  
University of Idaho, Moscow, ID

M.Ed. Educational Leadership, May 2006  
Northwest Nazarene University, Nampa, ID

Ed.S. Educational Leadership, May 2012  
Northwest Nazarene University, Nampa, ID

M.Ed. Curriculum and Instruction, August 2012  
Northwest Nazarene University, Nampa, ID

**COMMUNITY INVOLVEMENT**

Caldwell Young Professionals  
Idaho Press Tribune Editorial Board

**BUILDING ADMINISTRATIVE EXPERIENCE**

**Principal** – Wilson Elementary School – Caldwell School District – Caldwell, Idaho – July 2008 to Present.  
-Collaboration with: Idaho Reading First, Boise State Center for School Improvement  
-Extensive experience with: Response to Intervention, SIOP, Open Court Reading, Scott-Foresman Math, DMT Math, AIMSWeb, Mileposts Program, Danielson Framework for Teaching  
*Characteristics of Wilson* - ~600 students, 70% free/reduced lunch, 48% Hispanic, 49% White, 10% ELL  
-Developmental Pre-School, Extended Resource Room (mild to moderate impairment), Accelerated Learning Program (gifted and talented), School-wide Title 1 Program  
-50% of the Farmway (labor camp) Village attendance  
-35 certified faculty members  
*Student Achievement* - Wilson received two awards from the State Department of Education in 2009  
-Additional Yearly Progress – Hispanic Reading (13.16%)  
-Additional Yearly Progress – Free and Reduced Lunch Reading (10.26%)  
- ISAT growth since 2007 – 2008 (2011 proficiencies)  
-Reading +12.69% (93.7%)  
-Math +8.97% (94.2%)  
-Language +13.71% (90.5%)

**TEACHING EXPERIENCE**

**High School Teacher** – Boise High School – Boise School District – Boise, Idaho- Aug. 2006 to July 2008  
-English 11, French 1 and 2

**Junior High School Teacher** – West Junior High School – Boise School District – Boise, Idaho – Jan. 2003 to June 2007  
-English 7, French 1, French 2 and Exploring French & Spanish Cultures

**REFERENCES**

Jonathan Cline, Caldwell School District Interim Superintendent (208) 455-3300  
Dr. Sherawn Reberry, Boise State University, Director of Technology for the Idaho Leads Project (208) 724-2800  
Dr. Roger Quarles, Former Caldwell School District Superintendent, (208) 871-5150  
Earnie Lewis, The Idaho Building Capacity Project - Boise State Center for School Improvement (208) 989-0576

**Dallas M. Clinger, CPA**  
**2388 Clinger Drive**  
**American Falls, Idaho 83211**

dallasclinger@hotmail.com

208.226.7049 (h)

208.317.6970 (c)

**Education**

Associate Degree General Studies - Ricks College December 1980

BBS Accounting Information Systems - Idaho State University May 1984

**Elected Official**

American Falls School Board - July 1992-Present

**Volunteer Service**

Idaho School Boards Association - Executive Board 2004-2006 and 2008-Present

National School Boards Association-Pacific Region Chairperson 2011-Present

Boy Scouts of America - Varsity Scout Coach, Venture Team Leader, Unit Chairman 1992-2008

**Certifications**

Passed Uniform Certified Public Accountant examination May 1984

Passed National Association of Boards for Long-term Care Administrators examination January 2008

**Work Experience**

Power County Hospital District - CEO/Administrator 2006-Present

Dallas Clinger, CPA - Owner 1994-2006

Engleson, Hunter & Capell - Staff Accountant 1987-1994

Adams Christensen & Associates - Staff Accountant 1987-1987

Peat Marwick Mitchell & Co - Staff Accountant 1984-1987

**Professional Organizations**

Member American Institute of Certified Public Accountants

Member Idaho Society of Certified Public Accountants

Member HFMA

Member Idaho Health Care Association

Member Board of Directors Idaho Hospital Association

Member Executive Committee Idaho School Boards Association

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## Brian Duncan

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1901 V Street, Heyburn, Idaho, 83336  
208-300-7777, bduncan@pmt.org

### Objective

To obtain a position on the State of Idaho Professional Standards Commission

### Job Experience

June 2011 - Present

#### Surf the Snake

Owner/ Partner

Responsibilities

- Graphic Design / Webhosting / Wide Format Printing / Vinyl Lettering
- Computer Sales / Serve / Repair

October 1996 – June 2011

#### Evans Grain & Elevator Co., Inc

Manager – Evans Mineral & Nutrition

Responsibilities

- Oversight of daily operations, purchasing, & sales of Mineral Plant
- It management and oversight for entire company in Utah, Idaho & Oregon

October 1995 – October 1996

#### Battle Creek Farmers Cooperative

Grain Department Manager

Responsibilities

- Oversight of daily operations of 5 Cooperative Grain Elevators
- Responsible for merchandising grain purchased thru cooperative

May 1992 – October 1995

#### Koch Agriculture

Regional Merchandiser

Responsibilities

- Responsible for merchandising of grain in 4 South central Nebraska elevators

### Education

September 1979 – June 1984

#### Weber State College

Bachelor of Science – Sociology (Emphasis in Social Psych.)

### Practical Experience

- Minidoka Joint School District #331 Board Of Trustees 2000-2012
  - Minidoka Joint School District #331 Board Chairman 2001-2012
  - Idaho School Board Association Executive Board 2001-2010
  - Idaho School Board Association Executive Committee 2007-2010
  - Idaho School Board Association President 2009
  - National School Board Association Policies & Resolutions Committee 2009
  - Students Come First Technology Task Force 2011
-

**CONSENT**  
**APRIL 18, 2012**

1270 West Beacon Light Road  
Eagle Idaho 83616  
March 20, 2008

Idaho State Board of Education  
650 West State Street  
Boise Idaho

RE: Professional Standards Commission

Dear Sir:

I am writing to express my interest in serving on the above captioned commission. I have been a trustee for Joint School District No. 2 for six years and have been active with the Idaho School Board Association for the last four years. It has been very interesting to work on the issues pertaining to our educational system from a statewide vantage point rather than just from that of a large and growing school district.

I have the time and am willing to put forth the effort to prepare for and attend the meetings of the Professional Standards Commission.

I have attached my resume for your review.

Very truly yours,

ANNE RITTER



**ANNE RITTER**  
**1270 West Beacon Light Road**  
**Eagle Idaho 83616**

**WORK EXPERIENCE:**

**September 1983- April 1992**

Attorney at Law  
Civil Litigation

**September 1984-December 1991 (Part time)**

Professor: Ventura and Santa Barbara Colleges of Law  
Taught pretrial litigation techniques, fundamentals of legal research, remedies, agency and partnership, employment discrimination, case analysis and fundamentals of legal analysis

**March-May 1983 (Part time)**

Clerk for Los Angeles County Superior Court, Law and Motion

**1976-1983**

Teacher/ Test Coordinator  
ABC Unified School District, Cerritos California  
Taught reading, math, language and writing in a continuation high school.  
Coordinated all state mandated proficiency tests, conferences and records.

**1974-1976**

Los Angeles County Superintendent of Schools  
Juvenile Diversion Counselor

**EDUCATION:**

**Western State University College of Law, Fullerton, California**

Juris Doctor Cum Laude, December 1982  
Class Standing 4/115  
American Jurisprudence Awards: Criminal Law, Family Law, Wills, Corporations, Uniform Commercial Code  
Law Review  
Who's Who in American Colleges and Universities, 1982-83

**University of Southern California**

MSEd, Counseling August 1974

**University of Redlands**

BA, History, May 1973



**COMMUNITY SERVICE:**

**Joint School District Number 2**

Trustee, Zone 4 July 2002-present

Committee memberships: Graduation Standards, Alternative Graduation Standards, Gifted and Talented Education, Instructional Improvement, Internet Usage, Title 1 Parent Involvement, Continuous Improvement, Crisis Management Team

Vice Chairman July 2006-present

**Idaho School Board Association**

Region 3 Chairman 2005-2007

Region 3 Vice Chairman 2007-present

**Friends of the Eagle Library**

Treasurer 1998-present

Book Sale Chairman 2000-present

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**STATE DEPARTMENT OF EDUCATION**  
**APRIL 18, 2012**

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**Professional Standards Commission Members – 2011-2012**

Kathy Aiken  
Public Higher Education (Letters and  
Sciences)  
Moscow, Idaho

Cathy Bierne  
Elementary Classroom Teacher  
Rathdrum, Idaho

Diane Boothe  
Public Higher Education  
Boise, Idaho

Beth Davis  
Special Education Administrator  
Post Falls, Idaho

Esther Henry  
Secondary Classroom Teacher  
Rigby, Idaho

Kelly Leighton  
Exceptional Child Education  
Coeur d'Alene, Idaho

Cori Mantle-Bromley  
Public Higher Education  
Moscow, Idaho

Becky Meyer  
Secondary School Principal  
Sandpoint, Idaho

Laural Nelson  
School Superintendent  
Hazelton, Idaho

Mikki Nuckols  
Secondary Classroom Teacher  
Idaho Falls, Idaho

Glenn Orthel  
Professional-Technical Education  
Boise, Idaho

Daylene Petersen  
Secondary Classroom Teacher  
Nampa, Idaho

Karen Pyron  
Elementary School Principal  
Arco, Idaho

Anne Ritter  
School Board Member  
Meridian, Idaho

Christi Rood  
Private Higher Education  
Eagle, Idaho

Shelly Rose  
School Counselor  
Mountain Home, Idaho

Dan Sakota  
Secondary Classroom Teacher  
Rigby, Idaho

Rob Sauer  
Deputy Superintendent  
Boise, Idaho

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**PLANNING, POLICY AND GOVERNMENTAL AFFAIRS**  
**APRIL 19, 2012**

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<b>TAB</b>	<b>DESCRIPTION</b>	<b>ACTION</b>
<b>1</b>	<b>UNIVERSITY OF IDAHO</b> Annual Progress Report	<b>Information Item</b>
<b>2</b>	<b>PRESIDENTS' COUNCIL REPORT</b>	<b>Information Item</b>
<b>3</b>	<b>DIVISION OF PROFESSIONAL - TECHNICAL EDUCATION (PTE)</b> Strategic Plan Progress Report	<b>Information Item</b>
<b>4</b>	<b>DIVISION OF PROFESSIONAL - TECHNICAL EDUCATION (PTE)</b> Administrator Appointment	<b>Action Item</b>
<b>5</b>	<b>WORKFORCE DEVELOPMENT COUNCIL</b> Status Report	<b>Information Item</b>
<b>6</b>	<b>STATE REHABILITATION COUNCIL</b> 1 <sup>st</sup> Reading – Board Policy IV.G.	<b>Action Item</b>
<b>7</b>	<b>ALCOHOL PERMITS</b> Issued by University Presidents	<b>Information Item</b>
<b>8</b>	<b>UNIVERSITY OF IDAHO</b> Annual Report on Service of Alcoholic Beverages at NCAA Football Games	<b>Information Item</b>
<b>9</b>	<b>IDAHO STATE UNIVERSITY (ISU)</b> Faculty Governance	<b>Action Item</b>
<b>10</b>	<b>TEMPORARY / PROPOSED RULE</b> IDAPA 08.02.03 – Home School Recognition	<b>Action Item</b>
<b>11</b>	<b>INSTITUTION, AGENCY, AND SPECIAL / HEALTH PROGRAMS</b> Strategic Plans	<b>Action Item</b>

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**PLANNING, POLICY AND GOVERNMENTAL AFFAIRS**  
**APRIL 19, 2012**

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**SUBJECT**

University of Idaho (UI) Annual Progress Report

**APPLICABLE STATUTE, RULE, OR POLICY**

Idaho State Board of Education Governing Policies & Procedures, Section I.M.3.

**BACKGROUND/DISCUSSION**

This agenda item fulfills the Board's requirement for the University of Idaho to provide a progress report on the institution's strategic plan, details of implementation, status of goals and objectives and information on other points of interest in accordance with a schedule and format established by the Board's Executive Director.

President Nellis will provide a 15-minute overview of UI's progress in carrying out the University's strategic plan.

**IMPACT**

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

**ATTACHMENT**

Attachment 1 – Annual Report

Page 3

**BOARD ACTION**

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

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**PLANNING, POLICY AND GOVERNMENTAL AFFAIRS**  
**APRIL 19, 2012**

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**University of Idaho Progress Report**  
**April 2012**  
**Presented by: M. Duane Nellis, President**

- **Strategic Plan Implementation**

- Implementation
  - Overarching integrated approach
  - Action plans for each unit
  - Periodic reporting to ensure implementation
  - Focus on effective alignment our actions with resources and outcomes
- Achievements from past plan and future goals
  - University Distinguished Professor Award
  - Mid-year Career Faculty Award
  - Competitive graduate assistantships
  - Focused scholarship efforts
  - Recruitment efforts
  - Interdisciplinary research
  - Outreach and engagement efforts
  - Extended learning opportunities
  - Programs that build community and culture to support a more diverse faculty, staff, and student body
  - Sustainability initiatives

- **Budget**

- Total Budget – all sources**

- 666 Faculty FTE – 37% of all employees
    - 430 Managerial/Professional FTE – 25% of all employees
    - 683 Classified FTE – 38% of all employees

- **Enrollment**

- Trends and goals for student enrollment
  - Fall 2011 Enrollment 13,000
- Graduation and retention rates
  - Graduation Rate – nearly twice the rate of other Idaho public institutions
  - Retention Rate – Freshmen returning as sophomores – 81%

- **Facilities/New Buildings**

- Kibbie Center renovation.
- Updated outdoor track and field complex
- Critical need for a new science facility at the Moscow campus.

- **Capital Campaign**

- The University of Idaho is in the silent phase of a capital campaign to generate private funds in four strategic cornerstone areas: Faculty, Students, Facilities and Programs. The campaign will be publicly announced April 28, 2012 and will be the largest private fundraising effort ever undertaken in the state of Idaho.
- Gift Receipts for FY 2011 as reported by the University of Idaho Foundation total \$25,534,664.

- **College Highlights**

- Celebrating 150<sup>th</sup> Anniversary of the Morrill Act
- Newsweek magazine ranks us the third most affordable university in the nation in its "Best Colleges 2012" issue.
- National Jurist magazine ranks our accredited College of Law as 13th in the nation for clinical opportunities among 200 American Bar Association-approved law schools. By comparison, that lesser-known university Harvard ranked 20th.
- Washington Monthly magazine ranks the University of Idaho in the top 100 universities for social mobility, research and service.
- Forbes Magazine ranks the University of Idaho in the top 20 percent of all undergraduate institutions in the nation in its issue of "America's Top Colleges" for 2012.
- U.S. News and World Report ranked the College of Education as one of the top 100 Education Graduate Schools in the country.
- U.S. News also ranks the College of Engineering as 130<sup>th</sup> in the nation for PhD granting colleges.

- **Research and Economic Development**

- Economic impact of the University of Idaho on our state totals nearly \$1 billion dollars annually
- 70% of undergraduates engage in research
- Research expenditures reported to NSF totaled nearly \$100 million
- Trends in economic development

- **Collaboration**

- Research: Center for Advanced Energy Studies (CAES)
- Research: Idea Network of Biomedical Research Excellence (INBRE)
- Research: Experimental Program to Stimulate Competitive Research (EPSCoR)
- Research: Climate initiatives, focus areas
- Research/Business: Parma
- Educational Institutions

- **Outreach**

- Partnership between our service-learning classes and the Coeur d'Alene Tribal Education Department and the Boise Basque Museum and Cultural Center.
- Our Extension educators and 4-H program offerings reach more than 400,000 Idahoans each year.
- Our students partnered with 160 community agencies on projects around the state of Idaho - these service-learning and volunteer efforts totaled more than more than 150,000 hours.

- **Special/Health Programs**

- Idaho Veterinary Medical Education (WI)/Forest Utilization Research and Outreach (FUR)/ Idaho Geological Society (IGS), Washington, Wyoming, Alaska, Montana and Idaho Medical Education Program (WWAMI), Agricultural Research and Extension Service (ARES)

**PLANNING, POLICY AND GOVERNMENTAL AFFAIRS**  
**APRIL 19, 2012**

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**SUBJECT**

Presidents' Council Report

**BACKGROUND/DISCUSSION**

President Bob Kustra, Boise State University, and current chair of the Presidents' Council will give the report from the most recent Presidents' Council meeting and answer questions. The Presidents' Council met April 4, 2012.

**BOARD ACTION**

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

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**PLANNING, POLICY AND GOVERNMENTAL AFFAIRS**  
**APRIL 19, 2012**

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**SUBJECT**

Division of Professional-Technical Education (PTE)

**APPLICABLE STATUTE, RULE, OR POLICY**

Idaho State Board of Education Governing Policies & Procedures, Section I.M.3.

**BACKGROUND/DISCUSSION**

This agenda item fulfills the Board's requirement for PTE to provide a progress report on the agency's strategic plan, details of implementation, status of goals and objectives and information on other points of interest in accordance with a schedule and format established by the Board's Executive Director.

Ann Stephens, Administrator of the Division of Profession-Technical Education, will provide an overview of PTE's progress in carrying out the agencies strategic plan.

**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**  
**APRIL 19, 2012**

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**SUBJECT**

Idaho Division of Professional Technical Education Administrator Appointment

**APPLICABLE STATUTE, RULE, OR POLICY**

Idaho State Board of Education Governing Policies and Procedures IV.E.

**BACKGROUND/DISCUSSION**

Ann Stephens, the current Administrator for the Division of Professional Technical Education, will be retiring in May. An Application Review Committee, made up of PTE stakeholders, reviewed the applications received in response to the Administrator position announcement. The Committee then forwarded two finalists to the Executive Director for consideration. The Board President, Executive Director and Trudy Anderson interviewed the two finalists and are forwarding Dr. Todd Schwarz for consideration by the Board.

Dr. Schwarz is the current Instructional Dean for the College of Southern Idaho (CSI) and serves as CSI's liaison to PTE. Dr. Schwarz has worked at CSI since 1988 and during his time there has served as an Instructor of two separate departments.

**BOARD ACTION**

I move to appoint Dr. Todd Schwarz as the Administrator for the Division of Professional-Technical Education and to set his salary at \$50.09/hr (\$104,187.20 annually), effective May 1, 2012.

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**SUBJECT**

Workforce Development Council Report

**APPLICABLE STATUTE, RULE, OR POLICY**

Section 72-1336, Idaho Code

Executive Order 2010-02 – Establishing the Workforce Development Council for Planning and Oversight of the State's Workforce Development System

**BACKGROUND/DISCUSSION**

The Workforce Development Council was created by Governor Phil Batt in 1996 by consolidating four advisory groups that dealt with work force development issues. Governor Otter streamlined the Council in 2010, which now consists of 33 members. Membership of the Council consists of the following:

- a. Representatives of business and industry shall comprise at least 40% of the members;
- b. At least 15% of the members shall be representatives of local public education, postsecondary institutions, and secondary or postsecondary vocational educational institutions;
- c. At least 15% of the members shall be representatives of organized labor based on nominations from recognized state labor federations;
- d. Representatives from the Department of Commerce, Department of Labor, the Department of Health and Welfare, the State Board of Education, the Commission on Aging, the Office of Energy Resources, the Idaho Education Network, and the Superintendent of Public Instruction; and
- e. A representative of a community-based organization.

The Council is responsible for advising the Governor and the State Board of Education as appropriate and at regular intervals on items that include but are not limited to:

1. Development of the statewide strategy for workforce development programs
2. Development of the Workforce Investment Act State Plan (WIA)
3. Development and continuous improvement of comprehensive State performance measures
4. Development of a statewide employment statistic program
5. Preparation of the annual report the US Secretary of labor as required under section 136 of the WIA

To fulfill the responsibility of the Work force Development Council as outlined in statute and executive order staff from the Department of Labor representing the Council will be making the Council's report to the State Board of education

**STAFF COMMENTS AND RECOMMENDATIONS**

The Idaho Workforce Development Council was established to provide strategic direction and oversight of Idaho's workforce development system. The Council

**PLANNING, POLICY AND GOVERNMENTAL AFFAIRS**  
**APRIL 19, 2012**

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members represent business, workers, education, state and local government and community based organizations. The primary role of the Council is to advise Governor C.L. "Butch" Otter and the State Board of Education on strategies designed to yield high quality workforce investment services for Idaho's businesses, job seekers, and students. Empire Airlines President/CEO Tim Komberec chairs the Council; BJ Swanson, Executive Director of Latah Economic Development Council is the vice chair. Mr. Komberec and BJ Swanson will be present to give a presentation to the Board regarding the council's statewide programs.

**BOARD ACTION**

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

**STATE REHABILITATION COUNCIL**

**SUBJECT**

First Reading – Board Policy IV.G. State Rehabilitation Council

**REFERENCE**

August 2011

Board approved appointments to the SRC

February 2012

Board approved appointments to the SRC

**APPLICABLE STATUTE, RULE, OR POLICY**

34 CFR §361.17

**BACKGROUND/ DISCUSSION**

Federal Regulations (34 CFR §361.17), sets out the requirements for the State Rehabilitation Council (SRC), including the appointment and composition of the Council.

The members of the Council must be appointed by the Governor or, in the case of a State that, under State law, vests authority for the administration to an entity other than the Governor, the chief officer of that entity. Section 33-2303, Idaho code designates the State Board for Professional-Technical Education as that entity. Prior to August 2011 the Governor's office made the appointments to the SRC.

Federal regulations outline the duties (features) of the SRC as well as the membership. According to 34 CFR §361.17 the SRC must be composed of at least fifteen (15) members, including:

- i. At least one representative of the Statewide Independent Living Council, who must be the chairperson or other designee of the Statewide Independent Living Council;
- ii. At least one representative of a parent training and information center established pursuant to section 682(a) of the Individuals with Disabilities Education Act;
- iii. At least one representative of the Client Assistance Program established under 34 CFR part 370, who must be the director of or other individual recommended by the Client Assistance Program;
- iv. At least one qualified vocational rehabilitation counselor with knowledge of and experience with vocational rehabilitation programs who serves as an ex officio, nonvoting member of the Council if employed by the designated State agency;
- v. At least one representative of community rehabilitation program service providers;
- vi. Four representatives of business, industry, and labor;

## PLANNING, POLICY AND GOVERNMENTAL AFFAIRS

APRIL 19, 2012

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- vii. Representatives of disability groups that include a cross section of (A) Individuals with physical, cognitive, sensory, and mental disabilities; and (B) Representatives of individuals with disabilities who have difficulty representing themselves or are unable due to their disabilities to represent themselves;
- viii. Current or former applicants for, or recipients of, vocational rehabilitation services;
- ix. In a State in which one or more projects are carried out under section 121 of the Act (American Indian Vocational Rehabilitation Services), at least one representative of the directors of the projects;
- x. At least one representative of the State educational agency responsible for the public education of students with disabilities who are eligible to receive services under this part and part B of the Individuals with Disabilities Education Act;
- xi. At least one representative of the State workforce investment board; and
- xii. The director of the designated State unit as an ex officio, nonvoting member of the Council.

The proposed policy is in alignment with the federal regulations concerning the State Rehabilitation Council. Non-compliance with federal regulations in this area could affect the state's ability to receive some federal funds.

### IMPACT

Establishment of Board policy regarding the duties and appointment procedures of the State Rehabilitation Council will clearly identify the procedures required for bringing appointments before the Board for approval.

### ATTACHMENTS

Attachment 1 – 1<sup>st</sup> Reading Board Policy IVG (New Section)

Page 3

### STAFF COMMENTS AND RECOMMENDATIONS

IDVR and the SRC Chair have reviewed the initial draft of the proposed policy. Both entities expressed no concerns over the proposed policy. The language used in the proposed policy incorporates federal regulations regarding the makeup, appointment procedures, and duties of the council. If the policy passes the first reading, both entities will have the opportunity to give additional feedback prior to the policy being brought back to the Board for a second reading in June.

Board staff recommends approval.

### BOARD ACTION

I move to approve the first reading of Board policy IV.G. Idaho State Rehabilitation Council as presented.

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

**Idaho State Board of Education**

**GOVERNING POLICIES AND PROCEDURES**

**SECTION: IV. ORGANIZATION SPECIFIC POLICIES AND PROCEDURES**

**Subsection: G. Idaho State Rehabilitation Council**

**June 2012**

The Idaho State Rehabilitation Council (SRC) endeavors to provide consumers, service providers and others the opportunity to participate in constructive dialogue and public input to continually improve the quality of vocational rehabilitation services to residents of Idaho. The SRC makes recommendations to the Idaho Division of Vocational Rehabilitation (IDVR) concerning eligibility, the scope and effectiveness of services provided and function performed that affect the ability of individuals with disabilities to achieve rehabilitation goals.

1. The SRC in collaboration with IDVR, after consulting with the State Workforce Development Council shall:
  - a. Review, analyze, and advise IDVR regarding the performance of IDVR's responsibility related to:
    - i. Eligibility, including order of selection;
    - ii. The extent, scope, and effectiveness of services provided; and
    - iii. Functions performed by State agencies that affect or potentially affect the ability of individuals with disability in achieving employment outcomes.
  - b. In partnership with IDVR –
    - i. Develop, agree to, and review State goals and priorities in accordance with 34 CFR §361.29(c); and
    - ii. Evaluate the effectiveness of the vocational rehabilitation program and submit reports of progress to the Secretary in accordance with 34 CFR §361.29(e);
  - c. Advise IDVR regarding activities and assist in the preparation of the State plan and amendments to the plan, applications, reports, needs assessments, and evaluations required under 34 CFR §361.17;
  - d. To the extent feasible, in collaboration with IDVR conduct a review and analysis of the effectiveness of, and consumer satisfaction with—
    - i. The vocational rehabilitation services provided by State agencies and other public and private entities responsible for providing vocational rehabilitation services to individuals with disabilities under the Act; and
    - ii. The employment outcomes achieved by eligible individuals receiving services under 34 CFR §361.17, including the availability of health and other employment benefits in connection with those employment outcomes.
  - e. In collaboration with IDVR prepare and submit to the Governor and to the Board no later than 90 days after the end of the Federal fiscal year an annual report on the status of vocational rehabilitation programs operated within the State and make the report available to the public through appropriate modes of communication.
  - f. To avoid duplication of efforts and enhance the number of individuals served, in collaboration with IDVR coordinate activities with the activities of other councils within the State, include the Statewide Independent Living Council established

**PLANNING, POLICY AND GOVERNMENTAL AFFAIRS**  
**APRIL 19, 2012**

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- under 34 CFR part 364, the advisory panel established under section 612(a)(21) of the Individuals with Disabilities Education Act, the State Developmental Disabilities Assistance and Bill of Rights Act, the State mental health planning council established under section 1914(a) of the Public Health Service Act, and the State Workforce Development Council;
- g. In collaboration with IDVR provide for coordination and the establishment of working relationships between IDVR and the Statewide Independent Living Council and centers for independent living within the State.
2. The SRC members shall be appointed by the Board as provided for in 34 CFR §361.17.
- a. The SRC shall be composed of at least 15 members, including:
- i. The chairperson or other designee of the Statewide Independent Living Council;
  - ii. At least one representative of a parent training and information center established pursuant to the Individuals with Disabilities Education Act;
  - iii. The Director of or other individual recommended by the Client Assistance Program;
  - iv. At least one qualified vocational rehabilitation counselor with knowledge of and experience with vocational rehabilitation programs who serves as an ex officio, nonvoting member of the SRC if employed by the Division of Vocational Rehabilitation;
  - v. At least one representative of a community rehabilitation program service provider;
  - vi. Four representatives of business, industry, and labor;
  - vii. At least one representative of disability groups that include a cross section of:
    - 1) Individuals with physical, cognitive, sensory, and mental disabilities; and
    - 2) Representatives of individuals with disabilities who have difficulty representing themselves or are unable due to their disabilities to represent themselves;
  - viii. A current or former applicant for, or recipient of, vocational rehabilitation services;
  - ix. At least one representative of the Department of Education;
  - x. At least one representative of the State Workforce Development SRC;
  - xi. At least one representative of the directors of the Idaho Native American tribal VR; and
  - xii. The Administrator of the Idaho Division of Vocational Rehabilitation as an ex officio, nonvoting member.

3. Board Appointment Procedures:

The SRC shall nominate candidates for SRC membership for consideration by the Board. The list of candidates shall be forwarded to the Board for consideration not

less than sixty (60) days prior to the expiration of the term of the SRC member, or within thirty (30) days after any vacancy.

a. Incumbent Reappointment

In the event that the incumbent candidate has served only one term and is interested in reappointment, the SRC shall forward a recommendation to the Board, along with a letter of interest and statement of qualifications for the incumbent. The Board may choose to reappoint the incumbent without soliciting other candidates, thus completing the appointment procedures. If there is no incumbent seeking reappointment, or if the Board chooses not to reappoint an incumbent, the procedures are as outlined in item (2).

b. Open Appointment

- i. The SRC, on behalf of the State Board of Education, shall solicit recommendations from representatives of organizations representing a broad range of individuals with disabilities and organizations interested in individuals with disabilities, including the advertisement of vacancies in appropriate state, regional or local publications. In selecting members, the Board will consider, to the greatest extent practicable, the extent to which minority populations are represented on the SRC.
- ii. Each applicant must provide a written statement expressing his or her interest in becoming a member of the SRC. Each applicant must also provide evidence of his or her qualifications, and must identify his or her primary residence.
- iii. The SRC will review all applications for the vacant position and conduct interviews as deemed necessary. The purpose of the review of applications is to identify the most qualified candidates for Board consideration.
- iv. The SRC will forward only the most highly qualified applicants, in order of preference, to the Board for consideration. The Board may provide for interviews of the applicants if needed, or may make the appointment based on the recommendation of the SRC.

The Board may, after review of the candidates nominated by the SRC pursuant to the process described herein, consider other candidates for committee membership identified by the Board or its staff.

4. Terms of Appointment

- a. Each member of the SRC shall be appointed for a term of three (3) years and may serve for no more than two (2) consecutive full terms.
- b. Appointments to fill a vacancy occurring prior to the end of the term for which the predecessor was appointed shall be appointed for the remainder of the predecessor's term.
- c. Appointments shall be staggered to ensure that no more than one-third (1/3) of the appointments will become vacant in any given year.

5. Operating Procedures

The SRC shall meet at least four (4) times annually in accordance with Idaho Code §67-2340 through 67-2347. Additional meeting may be called by the chair or by request of three (3) or more committee members. Officers will be nominated and elected by a vote of the SRC.

6. Conflict of Interest.

No member of the SRC shall cast a vote on any matter that would provide direct financial benefit to the member or the member's organization or otherwise give the appearance of a conflict of interest under State law.

7. Annual Report

The SRC shall prepare and submit an annual report to the Board and the Governor no later than 90 days after the end of the Federal fiscal year on the status of vocational rehabilitation programs operated within the state.



**PLANNING, POLICY AND GOVERNMENTAL AFFAIRS**  
**APRIL 19, 2012**

---

**SUBJECT**

Alcohol Permits - Issued by University Presidents

**APPLICABLE STATUTE, RULE, OR POLICY**

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

**BACKGROUND/DISCUSSION**

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

The last update presented to the Board was at the December 2011 Board meeting. Since that meeting, Board staff has received twenty-one (21) permits from Boise State University, eleven (11) permits from Idaho State University, twenty-nine (29) permits from the University of Idaho, and two (2) permits from Lewis-Clark State College.

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

**ATTACHMENTS**

List of Approved Permits by Institution

page 3

**BOARD ACTION**

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

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**PLANNING, POLICY AND GOVERNMENTAL AFFAIRS**  
**APRIL 19, 2012**

<b>APPROVED ALCOHOL SERVICE AT BOISE STATE UNIVERSITY February 2012 – September 2012</b>				
<b>EVENT</b>	<b>LOCATION</b>	<b>Institution Sponsor</b>	<b>Outside Sponsor</b>	<b>DATE (S)</b>
Letter of Intent Party/Radio Show	Stueckle Sky Center (SSC)	X		2/1/12
S.Thompson - Idaho Research Symposium	SSC	X		2/1/12
President's Office - Legislative Dinner	SSC	X		2/6/12
President's Office - SBOE Dinner	SSC	X		2/15/12
President's Office - Arts & Humanities Lectures	SUB – Simplot	X		2/17/12
Executive MBA – Open House	SSC	X		2/29/12
College of Arts & Sciences – Hamlet Dress Rehearsal Recep	1 <sup>st</sup> floor – Morrison Center Choir Room	X		3/7/12
Boise State Public Radio – EarthFix Event	Yanke 207	X		3/12/12
SUMMIT–Developing ID's Competitive Edge in Today's Technology Based Global Economy	SSC	X		5/8/12
Pro Service Boise - End of Season Party	SSC		X	2/3/12
1 <sup>st</sup> Tech FCU - Intro R.James Investment	SSC		X	2/9/12
Idaho Ballet - Post Reception - Cinderella	SUB – SPEC Stage		X	2/10/12
Boise Philharmonic - C.Goulding, on Violin	Morrison Center		X	2/25/12
InDepth Solutions, Inc.- Corp. Anniversary	SSC		X	2/25/12
L.Lim/C.Colledge - S.Sweesy's 60 <sup>th</sup> B-Day	SSC		X	2/25/12
Riverstone International School – Auction	SSC		X	3/3/12
Idaho Dance Theatre – Dancing through the Decades	SUB - Simplot		X	3/3/12
Boise Valley Economic Partnership – Site- Selector Retreat	SSC		X	3/8/12
Blake Shelton – Concert	Taco Bell Arena		X	3/10/12
Univ. Risk Mgmt & Ins. Assn–W Regional Conf	SSC		X	3/19/12
Boise Philharmonic – Season Kickoff Dinner	SSC		X	9/29/12

**PLANNING, POLICY AND GOVERNMENTAL AFFAIRS**  
**APRIL 19, 2012**

<b>APPROVED ALCOHOL SERVICE AT IDAHO STATE UNIVERSITY February 2012 - April 2012</b>				
<b>EVENT</b>	<b>LOCATION</b>	<b>Institution Sponsor</b>	<b>Outside Sponsor</b>	<b>DATE (S)</b>
College of Technology Culinary Arts Dept.- Farm-to-Table Dinner	Roy F. Christensen Bldg., Room 162	X		2/29/12
Raghunath Kanakala- ID Academy of Science 56 <sup>th</sup> Annual Sympo	BSUB Multipurpose Hall, Idaho Falls	X		3/22/12
University Honors Program – Fundraiser	Rotunda	X		3/31/12
ISU – Faculty Awards Reception	Performing Arts Center Rotunda	X		4/12/12
Office of Alumni Relations–Outstanding Student Awards	ISU Performing Arts Center, Bennion Promenade	X		4/27/12
College of Science & Engineering-Dean's Reception	Alumni House	X		5/4/12
ISU Foundation Spring Board Dinner	Marshall Rotunda		X	3/22/12
ID Humanities Council – Lecture & Dinner	Bennion Student Union, Idaho Falls		X	4/5/12
Thomas Klein (Prof. of English) – Rocky Mtn Medical Conf.	Rendezvous ABC		X	4/13/12
Frances Marshall – Scientific Program Manager – NPIC Chinese Delegation	CAES Bldg. 995 University Blvd., Idaho Falls, ID 83402		X	4/17/12
Pheasants Forever – Sportsmen's Banquet	Ballroom – PSUB		X	4/28/12

**PLANNING, POLICY AND GOVERNMENTAL AFFAIRS**  
**APRIL 19, 2012**

<b>APPROVED ALCOHOL SERVICE AT  UNIVERSITY OF IDAHO  February 2012 – April 2012</b>				
<b>EVENT</b>	<b>LOCATION</b>	<b>Institution Sponsor</b>	<b>Outside Sponsor</b>	<b>DATE (S)</b>
State of College-Engineering	Los Angeles Millennium Biltmore Hotel (off campus)	X		2/2/12
Biennial Benefit Auction Preview	UI Prichard Art Gallery	X		2/9/12
Biennial Benefit Auction	UI Prichard Art Gallery	X		2/11/12
CBE & COE Alumni Reception	Moss Adams, 805 Broadway, Portland, OR (off campus)	X		2/15/12
State of College-Engineering	Museum of Flight, Seattle, WA (off campus)	X		2/16/12
Lionel Hampton Jazz Festival Volunteer Celebration	UI Prichard Art Gallery	X		2/22/12
Jazz Festival Reception	President's Residence	X		2/25/12
ID Economic Summit	Boise Centre (off campus)	X		2/28/12
OP Ed Advisory Board Reception	President's Residence	X		3/1/12
CBE EMBA Business Strategy	Coeur d'Alene Resort (off campus)	X		3/7/12
Lunafest Women's Film Festival	Kenworthy Performing Arts Centre, Moscow (off campus)	X		3/8/12
Faculty Club reception-Monthly Highlights	Commons Clearwater/Whitewater Room	X		3/9/12
State of College-Engineering	Legacy Pointe, Water Center, Boise	X		3/14/12
McClure Center Reception	President's Residence	X		3/20/12
U of I Innovations Awards Dinner	1912 Center, Moscow, ID (off campus)	X		3/22/12
Reception for Candidate for Forest, Rangeland, & Fire Sciences Dept. Chair	1227 Wallon Road, Moscow, ID 83843 (off campus)	X		3/26/12
Staff Dinner Conversation	President's Residence	X		3/26/12
Athena Woman of the Year Reception	President's Residence	X		3/28/12
Class of 2012 Celebration Dinner	University Inn Best Western (off campus)	X		3/31/12
Law Review Awards Ceremony	Whitewater Clearwater Rooms in Commons	X		3/31/12
Borah Reception	President's Residence	X		4/10/12

**PLANNING, POLICY AND GOVERNMENTAL AFFAIRS**  
**APRIL 19, 2012**

---

EVENT	LOCATION	Institution Sponsor	Outside Sponsor	DATE (S)
Borah Symposium Reception for Dr. Vandana Shiva	1912 Center, Moscow, ID (off campus)	X		4/11/12
Excellence Awards Banquet	SUB Ballroom	X		4/16/12
Akey Golf Tournament	UI Golf Courts	X		4/21/12
CBE Scholarship & Award Dinner	University Inn Best Western (off campus)	X		4/21/12
CBE Advisory Board Social	Nectar (off campus)	X		4/26/12
VIEW Busines Plan Competition	Albertson Gallery	X		4/27/12
Inspiring Futures Campaign Kickoff Celebration	Kibbie Dome	X		4/28/12
ID Academy of Leadership for Lawyers	ID Water Center/Boise, Suite 590, Room 570		X	2/10/12

**PLANNING, POLICY AND GOVERNMENTAL AFFAIRS**  
**APRIL 19, 2012**

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<b>APPROVED ALCOHOL SERVICE AT LEWIS-CLARK STATE COLLEGE April 2012 – June 2012</b>				
<b>EVENT</b>	<b>LOCATION</b>	<b>Institution Sponsor</b>	<b>Outside Sponsor</b>	<b>DATE (S)</b>
LCSC Center for Arts & History (CAH) – 22 <sup>nd</sup> Annual Confluence Grape & Grain Fundraiser	415 Main Street, Lewiston, ID 83501	X		4/13/12
LCSC Center for Arts & History (CAH) – VIP Event	415 Main Street, Lewiston, ID 83501	X		6/8/12

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**UNIVERSITY OF IDAHO**

**SUBJECT**

Annual report on service of alcoholic beverages at NCAA football games

**APPLICABLE STATUTE, RULE, OR POLICY**

Idaho State Board of Education Governing Policies & Procedures, Section I.J.2.c.x.

**BACKGROUND/DISCUSSION**

Board Policy I.J.2.c.x. requires the University to report annually on the service of alcoholic beverages at NCAA football games as permitted by the Board under Policy I.J.2.c. This is the first annual report by the University of Idaho.

The Board approved the University's request for food and beverage service (including alcoholic beverages) for pre-game functions during the 2011 football season for the North Kibbie Field, the Student Activities Field, and the Menard Law Building first floor foyer. The Board also approved sale of alcohol in the Litehouse Center/Bud and June Ford Club Room located in the ASUI-Kibbie Activity Center for home football games during the fall 2011 football season. 2011 was the first year of operations of the Litehouse Center and Club Room.

The University conducted pre-game functions in the approved areas at each home football game in 2011. The University complied with the terms of the Board's approval and the requirements of Board Policy I.J.2.c. University General Counsel has consulted with Moscow Police and verified that no citations for violations of alcohol laws were issued at any of the pre-game functions. Counsel has checked with the University's caterer, Sodexho, as well as with University personnel responsible for operation and oversight of the pregame functions. There are no reports of any violations of law at any of the pre-game functions that were not cited. There were no violations of Board or University policy at the pre-game functions.

Alcohol was served in the Litehouse Center/Bud and June Ford Club Room during home football games in the inaugural 2011 football season. University General Counsel has consulted with Moscow Police and verified that no citations for violations of alcohol laws were issued in connection with alcohol served in the Center and Club Room. Counsel has checked with the University's caterer, Sodexho, as well as with University personnel responsible for operation and oversight of the Litehouse Center and Club Room. There are no reports of any violations of law in connection with alcohol served in the Center and Club Room that were not cited. There were no violations of Board or University policy in conjunction with this alcohol service.

**PLANNING, POLICY AND GOVERNMENTAL AFFAIRS**  
**APRIL 19, 2012**

---

**IMPACT**

The pre-game functions remain successful and important opportunities for the University administration to entertain corporate sponsors and University donors in a collegial social environment. The operation of the Lighthouse Center and Club Room was very well received, providing individual suites for University football patrons as well as the centrally located Club Room for gathering before and during the games.

**BOARD ACTION**

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

**PLANNING, POLICY AND GOVERNMENTAL AFFAIRS**  
**APRIL 19, 2012**

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**IDAHO STATE UNIVERSITY (ISU)**

**SUBJECT**

Sunset of provisional Faculty Senate and election of a fully functioning Faculty Senate

**REFERENCE**

April 2010	Board approved ISU's plan for administrative cost reductions and reorganization (BAHR TAB 15).
June 2010	Board directed President Vailas to evaluate the existing faculty governance system (PPGA TAB 5).
October 2010	ISU updated the Board on the progress of the Faculty Governance Review.
February 2011	Board approved the suspension of the operation and bylaws of the ISU Faculty Senate, and authorized President Vailas to implement an interim faculty advisory structure (PPGA TAB 11).
April 2011	Board approved the election of an interim, provisional faculty senate to develop a faculty constitution and senate bylaws for approval by the University President and the Board (PPGA TAB 5).
February 2012	ISU updated the Board on the provisional Faculty Senate's work on development of a faculty constitution; provided revised bylaws for three independent, University-level, elected, representative faculty councils; and provided the Board with a document on Shared Faculty Governance Principles to be in effect until such time as a full Faculty Senate is elected and a faculty constitution and Faculty Senate bylaws are developed and approved by the President and the Board.

**APPLICABLE STATUTE, RULE, OR POLICY**

Idaho State Board of Education Governing Policies & Procedures, Section III.C., Institutional Governance.

**BACKGROUND/DISCUSSION**

A draft faculty constitution as submitted to the President on November 28, 2011, by the Provisional Faculty Senate (PFS) has not been approved by the President. A revised draft constitution addressing the President's concerns was distributed to faculty for review and feedback, by letter of the Provost and Vice President for Academic Affairs dated January 30, 2012 (Attachment 2). Although work continues on developing a faculty constitution acceptable to faculty and the President, it is unlikely this can be accomplished before April 2012 when the PFS automatically sunset. In February 2012, as part of ISU's faculty governance

## PLANNING, POLICY AND GOVERNMENTAL AFFAIRS

APRIL 19, 2012

---

update to the Board, the President submitted a document titled "*Shared Faculty Governance Principles*." This document provides the guidelines for a temporary governance structure, until such time as a permanent Faculty Senate is elected and a faculty constitution and Faculty Senate bylaws are developed and approved by the President and the Board.

Given that the PFS will sunset April 19, 2012, ISU will hold elections for a fully functioning Faculty Senate at the beginning of fall semester 2012. Work on the faculty constitution and Faculty Senate bylaws will continue with the newly-elected Senate. The Undergraduate Curriculum Council, Research Council, and Graduate Council will continue to function independently of the Faculty Senate, as articulated in their revised Bylaws, which were approved by the President.

### IMPACT

To establish an appropriate system of shared faculty governance at Idaho State University, which will include an elected, representative Faculty Senate.

### ATTACHMENT

Attachment 1 – Election Parameters

Page 3

### STAFF COMMENTS AND RECOMMENDATIONS

The Provisional Faculty Senate's term expires April 19th. Given the timing and the impact of finals and graduation arrangements on staff resources, there will not be adequate time to prepare and hold elections for the new Faculty Senate prior to the start of summer break. Few faculty are available during the summer break, therefore, the Administration is proposing the elections be held in the Fall once faculty return to campus.

### BOARD ACTION

I move to direct President Vailas to authorize elections of the Faculty Senate using the parameters listed in attachment 1.

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

### **Faculty Senate Election Parameters**

- The Provisional Faculty Senate will sunset April 19, 2012 (following the Board meeting)
- Elections for a representative Faculty Senate will be conducted in the colleges/academic units early in the Fall 2012 semester, with Senate seats allocated based on a ratio of one senator for each 25 faculty (with each academic unit guaranteed at least one senator).
- Faculty members who have served a full three-year Senate term within the past five years and a term on the provisional Faculty Senate this past year (i.e., two terms in five years), will not be eligible to serve on the new Faculty Senate for the first term (Fall 2012 through Spring 2015).
- The scope of responsibilities of the Faculty Senate will be defined by the President.
- The Faculty Senate will function under the aegis of the Provost/Vice President for Academic Affairs
- The Shared Faculty Governance Principles (PPGA, Tab 10, pages 5-7) will be in effect until such time as Bylaws for the Faculty Senate have been developed by the new Faculty Senate, and approved by the President and the Board.

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**PLANNING, POLICY AND GOVERNMENTAL AFFAIRS**  
**APRIL 19, 2012**

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**SUBJECT**

Temporary and Proposed Rule - IDAPA 08.02.03 – Rules Governing Thoroughness

**APPLICABLE STATUTE, RULE, OR POLICY**

Sections 33-202 and 33-203, Idaho Code  
SEC. 419F. [20 USC 1070d-36]

**BACKGROUND/DISCUSSION**

Changes to the federal regulations regarding the granting of federal financial aid to students who are not high school graduates have changed (SEC. 419F. [20 USC 1070d-36]). The amended regulations state that in order for a student who does not have a certificate of graduation from a school providing secondary education, or the recognized equivalent of such certificate, to be eligible for any assistance under subparts 1,3, and 4 of part A and parts B,C,D, and E of Title 20, the student shall have completed a secondary school education in a home school setting that is treated as a home school or private school under State law.

Section 33-202, Idaho code states that the parent or guardian of any child resident in the state over the age of seven (7) and under the age of sixteen (16) years, shall cause the child to be instructed in subjects commonly and usually taught in the public schools of the state of Idaho. “To accomplish this, a parent or guardian shall either cause the child to be privately instructed by, or at the direction of, his parent or guardian; or enrolled in a public school or public charter school ...or private or parochial school...” additionally, section 33-203, Idaho code, subsection (9) states that a nonpublic student is any student who receives education instruction outside a public school classroom and such instruction can include, but is not limited to, a private school or a home school. While Idaho code refers to students being taught by parents or in a home school setting it does not clearly and specifically state that it recognizes home schooled students. Due to this lack of clarity the public postsecondary institutions have expressed concern and some are considering requiring home schooled students to obtain their GED in order to be eligible to apply for federal financial aid. However, a student may become ineligible for some scholarships if they have a GED. There is an additional financial impact to students equal to the cost of the GED exams.

The temporary/proposed rule would clarify that the state of Idaho recognizes home schooled students, eliminating the public postsecondary institutions concern that a federal finding of the current language contained in code would be inadequate and require that the institution reimburse the federal government the federal financial aid that had been distributed to home schooled students.

**IMPACT**

By implementing a Temporary/Proposed rule the clarifying language would immediately go into effect and allow the institutions to use the new language for

**PLANNING, POLICY AND GOVERNMENTAL AFFAIRS**

**APRIL 19, 2012**

---

determining financial aid awards and eligibility for students that are currently enrolling for the Fall 2012 semester.

**ATTACHMENTS**

Attachment 1 – Proposed Rule IDAPA 08.02.03

Page 3

**STAFF COMMENTS AND RECOMMENDATIONS**

Aside from the financial impacts to home schooled students, the vagueness in the current law would force students who have been home schooled to pass the GED exam, thereby dismissing the secondary education they have received.

The proposed language has been reviewed by the Board's Deputy Attorney General and has been determined to meet the Federal requirements. The public institutions' staff have had the opportunity to review the language and have indicated no concerns with the temporary proposed rule.

Temporary/Proposed rules have a 21 day comment period prior to becoming Pending rules. Based on received comments and Board direction, changes may be made to Proposed rules prior to entering the Pending stage. All Pending rules will be brought back to the board for approval prior to submittal to the Department of Administration for publication in the Idaho Administrative Rules Bulletin as a Pending Rule. Pending rules become effective at the end of the legislative session in which they are submitted.

Staff recommends approval.

**BOARD ACTION**

I move to approve the Temporary and Proposed Rule changes to IDAPA 08.02.03 as submitted.

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



IDAPA 08  
TITLE 02  
CHAPTER 03

**08.02.03 - RULES GOVERNING THOROUGHNESS**

**000. LEGAL AUTHORITY.**

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

**001. TITLE AND SCOPE.**

**01. Title.** These rules shall be known as IDAPA 08.02.03 “Rules Governing Thoroughness.” (4-5-00)

**02. Scope.** These rules shall govern the thorough education of all public school students in Idaho. (4-5-00)

(Break in Continuity of Sections)

**118. HOME SCHOOL.**

Any student not attending a public or private school within the State of Idaho may, as an alternative, receive educational instruction in a home school setting at the direction of his or her parent or guardian. Home schooled students are required to receive such instruction in subjects commonly and usually taught in the public schools of the State of Idaho. T(4-19-12)

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**PLANNING, POLICY AND GOVERNMENTAL AFFAIRS**  
**APRIL 19, 2012**

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**SUBJECT**

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

**APPLICABLE STATUTE, RULE, OR POLICY**

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

**BACKGROUND/ DISCUSSION**

The State of Idaho requires the institutions, agencies and special/health programs under the oversight of the board submit an updated strategic plan each year in July. The plans must encompass at a minimum the current year and four years going forward. The Board planning calendar schedules these plans to come forward annually at the April meeting. This timeline allows the Board to review the plans and ask questions in April, and if needed have them brought back to the Regular June Board meeting with changes for final approval while still meeting the States timeline. Attached you will find the strategic plans for the institution's, agencies and special/health programs for Board approval.

The guidelines set by the Board office follow the Division of Financial Management (DFM) and section 67-1901 through 67-1903, Idaho Code requirements. Each strategic plan must include, by code and Board policy:

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

Each of these components is a standard strategic plan component. Nationally some entities use Key Performance Indicators, rather than Performance Measures. Strategic planning, in general, is considered a good business practice, whether in the private or public sector.

**PLANNING, POLICY AND GOVERNMENTAL AFFAIRS**  
**APRIL 19, 2012**

---

In accordance with the Board's planning calendar, the Board will be presented with the institutions, agencies and special/health programs performance measure data at the October 2012 Regular Board meeting. The performance measures presented will be those measures approved by the Board through the institutions, agencies and special/health programs strategic plans.

**IMPACT**

Review of the institutions, agencies and special/health programs at this time will allow the Board to ask questions and or request changes or additions to the strategic plans.

**ATTACHMENTS**

**Agencies**

Attachment 01 – State Department of Education/Public Schools	Page 5
Attachment 02 – Idaho Division of Vocational Rehabilitation	Page 8
Attachment 03 – Idaho Public Television	Page 20
Attachment 04 – Idaho Division of Professional Technical Education	Page 28

**Institutions**

Attachment 05 – Eastern Idaho Technical College	Page 36
Attachment 06 – University of Idaho	Page 42
Attachment 07 – Boise State University	Page 51
Attachment 08 – Idaho State University	Page 65
Attachment 09 – Lewis-Clark State College	Page 75

**Community Colleges**

Attachment 10 – College of Southern Idaho	Page 83
Attachment 11 – College of Western Idaho	Page 95
Attachment 12 – North Idaho College	Page 101

**Health/Special Programs**

Attachment 13 – Agricultural Research and Extension	Page 119
Attachment 14 – Forest Utilization Research	Page 125
Attachment 15 – Idaho Geological Survey	Page 131
Attachment 16 – WI Veterinary Medicine	Page 136
Attachment 17 – WWAMI Medical Education	Page 144
Attachment 18 – Small Business Development Center	Page 150
Attachment 19 – TechHelp	Page 157
Attachment 20 – Idaho Dental Education Program	Page 160
Attachment 21 – Idaho Museum of Natural History	Page 164

**STAFF COMMENTS AND RECOMMENDATIONS**

The University of Idaho, Idaho State University, Lewis-Clark State College and Eastern Idaho Technical College each submitted plans that are in alignment with the Boards strategic plan and meet the requirements established in Idaho code and Board policy. The plans include goals and objectives that fall under each of the Boards broader goals and objectives.

**PLANNING, POLICY AND GOVERNMENTAL AFFAIRS**  
**APRIL 19, 2012**

---

Boise State University's plan is in alignment with the Boards strategic plan. The university has included strategies rather than the required objectives. Strategies generally are the next level down from the objectives and are not a required component of the strategic plans. The listed strategies could be converted to objectives or broader objectives could be included to encompass the strategies listed. Performance measures and benchmarks are still underdevelopment and the plan will need to be brought back for approval at the June Board meeting. The goals and strategies listed are in alignment with the goals and objectives of the Boards strategic plan.

Due to the broad nature of the strategic plans, the alignment with the Complete College Idaho strategies and the institutions' Complete College Idaho plans strategies is not clearly identified in the strategic plans. Institutions have only been directed to align their strategic plans with the Board's overarching statewide strategic plan. Additionally, the institutions' Complete College Idaho plans were submitted in October 2011, prior to the Board approving the existing Complete College Idaho frame work. The Board may wish to request the institutions resubmit their Complete College Idaho plans following the Board's final approval of the statewide Complete College Idaho plan scheduled for approval in June.

At the October 2011 Board meeting the Board requested the institutions include the following performance measures in their strategic plans:

- Remediation (number of first-time freshman who graduate from and Idaho High school in the previous year requiring remedial education). *Measures quality/alignment of education at the secondary level. Due to this a meaningful benchmark cannot be set by the institutions. This measure will be included in the cases served section on the annual Performance Measure Report.*
- Retention (number of full-time and part-time freshmen returning for a second year or program completion if professional-technical program of less than one year)
- Dual Credit (total credits and # of students)
- Total certificates and degrees conferred (number of undergraduate certificate and degree completions per 100 (FTE) undergraduate students enrolled)
- Cost per credit hour to deliver education
- Efficiency measure

The Vice-Presidents of finance at each institution were asked to give input on an acceptable efficiency measure. Comments were only received from Lewis-Clark State College. Due to the minimal comments received the following measure was chosen:

- Certificate (of at least one year in expected length) and degree completions per \$100,000 of education and related spending by institutions (Education & Related spending is defined as the full cost of instruction and student

**PLANNING, POLICY AND GOVERNMENTAL AFFAIRS**

**APRIL 19, 2012**

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services, plus the portion of institutional support and maintenance assigned to instruction) *This measures is currently reported to IPEDS by each institution.*

Each of the institutions has included the requested measures in their strategic plans.

The community college strategic plans are each approved by their local Board of Trustees prior to being submitted to the State Board of Education. The community college plans are in substantial alignment with the Board's strategic plan. The College of Western Idaho has combined their performance measures and benchmarks into single statements.

Professional-Technical Education, Idaho Public Television, and the Division of Vocational Rehabilitation each submitted strategic plans that are in alignment with the Board's strategic plan.

Each year during the strategic planning presentation the institutions indicate a desire to align the strategic plan process with the accreditation process. It is important to note that the accreditation process is to show the institution is implementing quality programs within their mission and core themes, while the strategic plan is in alignment with their mission; it is also a road map of where the institution would like to be in the future. While not a requirement, the College of Southern Idaho's strategic plan is a good example of how an institution can incorporate their accreditation process with their strategic plan.

**BOARD ACTION**

I move to approve the 2012-2016 (FY2013-FY2017) Institution, Agency, and Special/Health Program strategic plans that are in compliance with state and Board regulations as submitted and to direct Boise State University to bring they plan back to the Board for approval at the June Board meeting.

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

**Idaho State Department of Education**  
**Public Schools Strategic Plan**  
**2012-2016**

**Vision Statement**

To establish an innovative and flexible education system that focuses on results, inspires all students and prepares them to be successful in meeting today's challenges and tomorrow's opportunities.

**Mission Statement**

The Idaho State Department of Education is accountable for the success of all Idaho students. As leaders in education, we provide the expertise and technical assistance to promote educational excellence and highly effective instruction.

**Indicators of a High Quality Education System**

- High student achievement
- Low dropout rate
- High percentage of students going on to post-secondary education
- Closed achievement gap
- All decisions based on current accurate data
- Efficient use of all resources
- Individualized education through technology

**Guiding Principles**

- Every student can learn and must have a highly effective teacher in every classroom.
- Market forces must drive necessary change.
- Current and new resources must focus on the 21<sup>st</sup> Century Classroom.

With these indicators and guiding principles as our focus, the Idaho State Department of Education will increase student achievement by focusing on the following areas:

**PLANNING, POLICY AND GOVERNMENTAL AFFAIRS**  
**APRIL 19, 2012**

- Creating a new system of increased accountability which focuses on student academic growth for all students, provides multiple measures of school and student success based on outcomes, and provides for meaningful teacher and principal evaluations.
- Expanding student learning by creating a 21<sup>st</sup> century classroom that is not limited by walls, bell schedules, availability of courses, and geography. Every student and all teachers will have equal access to the latest technology no matter where they live.
- Implementing statewide pay for performance for educators. Through pay for performance, teachers will have more control over what they make each year by having the opportunity to earn bonuses in three areas: student academic growth, leadership and hard-to-fill positions.
- Continuing to work with districts on accurate and timely submissions of data to the Idaho System for Education Excellence (ISEE) and ensure the quality of submissions.
- Implementing Phase 2 of Idaho System for Education Excellence (ISEE) in which every teacher in Idaho will have access to timely and relevant information on student achievement, digital content, and formative assessments through a statewide item bank and end-of-course assessments.
- Increase choice options for students including charter, magnet, and alternative schools as well as course offerings through digital learning, including the Idaho Education Network.

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

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

*Objective 1. Implement new common core standards in English Language Arts and Mathematics.*

Performance Measures: Percentage of students who pass the new Idaho Standards Achievement Tests (ISAT) based on the new common core standards.

Benchmark: Sixty percent of students in grades 3-8 will achieve proficiency on the ISAT in math and English language arts.

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



Performance Measures: Percentage of high schools offering dual credit.

Benchmark: Sixty percent of high schools offering dual credit.

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

*Objective 1: Create a pay-for-performance system for teachers to reward them for skills, knowledge and student achievement results.*

Performance Measure: The numbers of school districts and charter schools that submit a locally developed pay for performance plan to reward teachers for student achievement results.

Benchmark: More than 66 percent of school districts and charter schools will develop their own pay for performance plans to reward teachers for student achievement results in 2012.

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

*Objective 1: Create reports with longitudinal statistics to guide system-level improvement efforts.*

Performance Measure: Development of aggregate level longitudinal data for individualized student growth expectations.

Benchmark: Every Idaho student who takes the ISAT has a growth report available to his/her teacher and parents/guardians.

*Objective 2: Continue development of Phase 2 of ISEE including assessment items for teachers.*

Performance Measure: The number of assessment items available for teacher use.

Benchmark: The statewide assessment data bank has more than 25,000 items before the end of 2012.



Idaho Division of  
Vocational Rehabilitation

2013 - 2017



## **Content and Format**

Since Federal and Idaho State governments operate according to different fiscal years, and since IDVR is accountable to Rehabilitation Services Administration (RSA) on a federal year basis (October 1 – September 30), the agency will use federal year statistics for reporting purposes in this Strategic Plan. This Plan will cover federal fiscal years 2013 through 2017.

The Plan is divided into three sections. The first section focuses on the Vocational Rehabilitation Program and presents specific goals, objectives and strategies for achieving these goals. The following section relates to the Extended Employment Services Program and the Council for the Deaf and Hard of Hearing. The final section addresses external factors impacting IDVR.

## **Vocational Rehabilitation Program Vision Statement**

“Your success at work means our work is a success.”

## **Vocational Rehabilitation Program Mission Statement**

“Preparing individuals with disabilities for employment and community enrichment.”



## **Vocational Rehabilitation Program Goals**

**Goal #1 – To provide excellent and quality customer service to individuals with disabilities while they prepare to obtain, maintain, or regain competitive employment and long term supported employment.**

- 1. Objective:** To provide customers with effective job supports including adequate job training to increase employment stability and retention.

**Performance Measure:** To enhance the level of job preparedness services to all customers.

**Benchmark:** Increase the number of successful rehabilitations to exceed the previous year's performance.

- 2. Objective:** To increase employment successes for transition age youth.

- A. Performance Measure:** To implement quarterly meetings with all School-Work transition counselors in order to increase shared best practice capacity building.

**Benchmark:** The number of transition age youth exiting the IDVR program who achieved an employment outcome will exceed the previous year's performance

**Benchmark:** The rehabilitation rate of transition aged youth exiting the IDVR program will exceed the previous year's performance.

- B. Performance Measure:** To work with Idaho school districts, Special Education Directors, and the State Board of Education to identify and assist transition age youth both internal and external to School-Work Transition projects.

**Benchmark:** The number of transition age youth exiting the IDVR program who achieved an employment outcome will exceed the previous year's performance.

**Benchmark:** The rehabilitation rate of transition aged youth exiting the IDVR program will exceed the previous year's performance.

- C. Performance Measure:** To enhance the number of Project Search programs statewide.

**Benchmark:** Successful implementation of one or more additional projects.



3. **Objective:** To increase the effectiveness of guidance and counseling in order to provide customer informed choice during the rehabilitation process.

**Performance Measure:** Increase customer awareness of vocational information and the decision making process through informed choice.

**Benchmark:** Increase by the end of FFY 2013 by five percentage points, customer satisfaction in the selection of vocational services as demonstrated by “agree” to “strongly agree” ratings on returned customer surveys as compared to the previous year’s outcomes.

**Benchmark:** The rehabilitation rate of individuals exiting the IDVR program will exceed the previous year’s performance.

4. **Objective:** To offer benefit planning to all customers receiving SSI and/or SSDI entering, during and exiting the IDVR process to include Partnership Plus.

**Performance Measure:** To provide information and referral material to customers initiating and completing the IDVR program, specifically WIPA and Partnership Plus.

**Benchmark:** Increase the number of individual Social Security reimbursements to VR from the previous year’s performance.

**Goal #2 - To provide organizational excellence within the agency.**

1. **Objective:** To increase the focus of customer service within the IDVR delivery system.

A. **Performance Measure:** Provide all eligible customers, satisfaction surveys when exiting the IDVR program.

**Benchmark:** Increase customer satisfaction of staff in FFY 2013 by five percentage points as demonstrated by “agree” to “strongly agree” ratings on customer surveys compared to the previous year’s outcomes.

2. **Objective:** To comply with State and Federal regulations.

A. **Performance Measure:** Enhance the quality of a statewide program and evaluation system.

**Benchmark:** Demonstrate compliance with state and federal regulation through both internal and external audits with zero findings.

B. **Performance Measure:** Develop a more comprehensive reporting budget structure throughout all IDVR departments to increase transparency.

**Benchmark:** Implementation of a reporting budget structure by FFY 2013.



3. **Objective:** Utilize Information Technology to its maximum capacity for effective staff performance.

**Performance Measure:** Develop a platform structure for the agency to identify, evaluate, and implement information technology.

**Benchmark:** Annual feedback on employee satisfaction survey.

4. **Objective:** Utilize training to its maximum capacity for effective staff performance.

A. **Performance Measure:** Provide all IDVR staff training on policy and procedural changes throughout the agency.

**Benchmark:** Zero audit findings on State and Federal reviews.

5. **Objective:** IDVR will maintain a comprehensive system of personnel development (CSPD) standard for IDVR counselors.

**Performance Measure:** Evaluating and tracking annually IDVR counselor's maintenance of CSPD or progress toward achieving CSPD.

**Benchmark:** The percentage of IDVR professionals (Vocational Rehabilitation Counselor and Vocational Rehabilitation Specialist) maintaining or achieving CSPD standards will increase by 4% by the end of FFY13 as compare to the end of FFY12.

**Goal #3 - To have strong relationship with our stakeholder and partners engaged in the mission of Vocational Rehabilitation.**

1. **Objective:** For IDVR to be recognized as the expert in the workforce needs of the business community for individuals with disabilities.

A. **Performance Measure:** To enhance a business network with employers to include involvement with the Idaho Association of Business and Industry, the Rotary club, Chamber of Commerce, and human resource organizations.

**Benchmark:** Increase the number of businesses hiring IDVR customers.

B. **Performance Measure:** To develop a Business Relations position.

**Benchmark:** Implement a Business Relations position in FFY 2014 that will be a resource to employers statewide.

2. **Objective:** To have an outcome based payment system of services with Community Rehabilitation Programs (CRP).

**Performance Measure:** Evaluate and develop a milestone process.

**Benchmark:** Implementation of a milestone program for CRPs in FFY 2014.



3. **Objective:** Provide ongoing opportunities to stakeholders and partners for effective input and feedback in the IDVR process.

***Performance Measure:*** Enhance the number of stakeholders and partners meeting to improve communication and understanding of the IDVR system.

***Benchmark:*** Increase the number of applicants entering the IDVR process from the previous year's performance.



## Extended Employment Services

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### Mission

Idahoans with significant disabilities are some of the state's most vulnerable citizens. The Extended Employment Services (EES) Program provides people with significant disabilities employment opportunities either in a workshop or community supported setting.

### Vision

Provide meaningful employment opportunities to enable Idaho's Most Severely Disabled to seek, train-for and retain real work success.

**Goal #1 – Continually improve the quality and quantity of Extended Employment with Vocational Rehabilitation Services available to eligible Idahoans with severe physical and mental disabilities and to assist them to prepare for, obtain or regain gainful employment opportunities.**

**Objective:** Develop and emphasize customer centered programs offering increased choice, flexibility and opportunities for meaningful employment.

**Performance Measure:** Increase the availability of customer centered employment services through employment, training, and job opportunities funded through the Vocational Rehabilitation Extended Employment Services.

**Benchmark:** A five percent reduction in program waitlisted customers, increased flexibility for customer choice opportunities and transparency in customer centered state allocations for training, employment and continued employment programs.





## Council for the Deaf and Hard of Hearing (CDHH)

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### Role of IDVR

CDHH is an independent agency. This is a flow-through council for budgetary and administrative support purposes only with no direct programmatic implication for IDVR. The following is the Council for the Deaf and Hard of Hearing's Strategic Plan.

### Mission

Dedicated to making Idaho a place where persons, of all ages, who are deaf or hard of hearing have an equal opportunity to participate fully as active, productive and independent citizens.

### Vision

To ensure that individuals who are deaf, hard of hearing, or hearing impaired have a centralized location to obtain resources and information about services available.

### Goal #1 – Work to increase access to employment, educational and social-interaction opportunities for persons who are deaf or hard of hearing.

*Objective:* Continue to provide information and resources.

*Performance Measure:* Track when information and resources are given to consumers.

*Benchmark:* Create and maintain brochures and other information about employment, education and social-interaction.

### Goal #2 – Increase the awareness of the needs of persons who are deaf and hard of hearing through educational and informational programs.

*Objective:* Continue to increase the awareness.

*Performance Measure:* Give presentations to various groups through education and social media.

*Benchmark:* Presented to various organizations including corrections, courts, schools, and businesses about the needs of persons who are deaf and hard of hearing.



**Goal #3 – Encourage consultation and cooperation among departments, agencies, and institutions serving the deaf and hard of hearing.**

*Objective:* Continue encouraging consultation and cooperation.

*Performance Measure:* Track when departments, agencies, and institutions are cooperating (such as Department of Corrections and Health and Welfare.)

*Benchmark:* Presented to various agencies about the need for cooperation providing services needed for deaf and hard of hearing individuals.

**Goal #4 – Provide a network through which all state and federal programs dealing with the deaf and hard of hearing individuals can be channeled.**

*Objective:* The Council's office will provide the network.

*Performance Measure:* Track when information is provided.

*Benchmark:* The Council has created a network through website, brochures, telephone calls, video phone calls and personal communication to provide the network.

**Goal #5 – Determine the extent and availability of services to the deaf and hard of hearing, determine the need for further services and make recommendations to government officials to insure that the needs of deaf and hard of hearing citizens are best served.**

*Objective:* The Council will determine the availability of services available.

*Performance Measure:* The Council will facilitate meetings to determine the needs.

*Benchmark:* The Council facilitated a Mental Health Task Force to determine the needs for mental health services for the deaf and hard of hearing. The Council facilitated town hall style meetings throughout the state to determine the needs of deaf and hard of hearing individuals throughout the state.



**Goal #6 – To coordinate, advocate for, and recommend the development of public policies and programs that provide full and equal opportunity and accessibility for the deaf and hard of hearing persons in Idaho.**

**Objective:** The Council will make available copies of policies concerning deaf and hard of hearing issues.

**Performance Measure:** Materials that are distributed about public policies.

**Benchmark:** The Executive Director of the Council for the Deaf and Hard of Hearing has facilitated many meetings with different agencies including Health and Welfare, Corrections, schools and businesses to create public policy, including Interpreter standards.

**Goal #7 – To monitor consumer protection issues that involves the deaf and hard of hearing in the state of Idaho.**

**Objective:** The Council will be the “go to” agency for resolving complaints from deaf and hard of hearing consumers concerning the Americans with Disabilities Act.

**Performance Measure:** Track how many complaints are received regarding the ADA.

**Benchmark:** The Council has provided information and created brochures regarding all aspects of the ADA that affect persons with hearing loss.

**Goal #8 – Submit periodic reports to the Governor, the legislature, and departments of state government on how current federal and state programs, rules, regulations, and legislation affect services to persons with hearing loss.**

**Objective:** The Council will submit reports.

**Performance Measure:** Reports will be accurate and detailed.

**Benchmark:** The Council for the Deaf and Hard of Hearing has created a periodic report provided to the Governor’s office. The Council presents needs assessment report to certain departments/agencies as needed.



## External Factors Impacting IDVR

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The field of Vocational Rehabilitation is dynamic due to the nature and demographics of the customers served and the variety of disabilities addressed. Challenges facing the Division include:

### **Technological Advances in Both Assistive Rehabilitation Products and Information Technology**

IDVR recognizes the importance of both information and assistive technology advances as intricate to the success of the division as well as the customers it serves. The cost and rapid changes in these technologies influence the overall program success. IDVR is dedicated to keeping current of the latest trends in both assistive rehabilitation technology and information technology, and in training Vocational Rehabilitation Counselors and staff. IDVR employs an Information Technology staff to develop innovative ways to utilize technology in carrying out its mission. IDVR also collaborates with the Idaho Assistive Technology Project through the University of Idaho with center locations throughout the state.

### **Adequate Supply of Qualified Personnel**

IDVR is dedicated to providing the most qualified personnel to address the needs of the customers they serve. Challenges in recruitment have been prevalent over the past several years. IDVR has identified the need to develop relationships with universities specifically offering a Master's Degree in Rehabilitation Counseling. In addition, IDVR also collaborates with the University of Idaho to advance the profession of rehabilitation counseling.

### **Changes in the Medical Industry**

Continuing advancements in the medical industry as well as changes relating to insurance and financial benefits pose complex questions for the Vocational Rehabilitation Counselor. This is especially true in determining eligibility and services. Many IDVR Counselors and Managers are involved with health and disability-related organizations to keep abreast of these changes.

### **Idaho's Economy**

While Idaho has seen some improvement in its economic growth over the past year there are a variety of influences which can affect progress. Influences can vary from natural disasters to international conflicts. Individuals with disabilities have historically experienced much higher unemployment rates, even in strong economic times. IDVR recognizes this and strives to develop relationships within both the private and public sectors in an effort to increase employment opportunities for its customers.



## Political Climate

The political elements are by far the most difficult for IDVR to overcome since they are essentially out of the control of the Division. At the state level, the Division is subject to legislative action regarding annual budget requests including service dollars and personnel expansion. Any legislation pertaining to service provision either by public or private sectors will have a definite impact on Division services and service providers.

IDVR is also affected by decisions made at the federal level. The outcome of the new Health Care Act is not yet clearly understood, but will undoubtedly have an influence on IDVR customers and services provided. Also, the direction Congress chooses regarding reauthorization of the Rehabilitation Act will impact the future of Vocational Rehabilitation in Idaho. Federal funding decisions, e.g., training grants, block grants, funding reductions, program deletions, merging of programs, changes in health care and employment standards and practices are areas that would impact the Division's planning process. Funding decisions and allocations on a state level have a direct impact on the amount of Federal dollars the agency is able to capture.

All staff of the Idaho Division of Vocational Rehabilitation takes pride in providing the most effective, efficient services available to individuals with disabilities seeking employment. Management is committed to continued service to the people of Idaho. The goals and objectives outlined in the IDVR Strategic Plan are designed to maximize the provision of services to Idahoans with disabilities as well as promote program accountability.



*Idaho Public  
Television*  
STRATEGIC PLAN  
**FY 2013-2017**

## **Idaho Public Television STRATEGIC PLAN FY 2013-2017**

Idaho Public Television is an integral part of the State Board of Education's overall plan and process for the delivery of quality education throughout Idaho. This Plan describes the primary vision, needs, concerns, goals, and objectives of the staff and administration toward achieving those goals. The mission and vision of our agency reflect an ongoing commitment to meeting the needs and reflect the interests of our varied audiences.

Idaho Public Television's services are in alignment with the guiding goals & objectives of the State Board of Education (SBoE). This Plan displays SBoE goals alongside the Agency's Strategic Planning Issues.



3/19/2012

Peter W. Morrill  
General Manager  
Idaho Public Television

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### **VISION STATEMENT**

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

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### **MISSION STATEMENT**

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

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

## Idaho Public Television STRATEGIC PLAN FY 2013-2017

### SBoE Goal 1: A WELL-EDUCATED CITIZENRY

The educational system will provide opportunities for individual advancement.

#### IdahoPTV Objectives:

- 1) Progress toward digital implementation, as a statewide infrastructure in cooperation with public and private entities.
  - Performance Measure(s):
    - Number of DTV channel hours of transmission.
      - Benchmark: FY13 – meet or exceed 137,240 (established by agency research)
    - Number of transmitters broadcasting a DTV signal.
      - Benchmark: FY13 – 5 of 5 (established by industry standard)
    - Number of DTV translators.
      - Benchmark: FY13 – 38 of 43 (established by industry standard)
    - Number of licensed DTV fill-in translators (DTS).
      - Benchmark: FY13 – meet or exceed 7 of 7 (established by industry standard)
    - Number of cable companies carrying our prime digital channel.
      - Benchmark: FY13 – meet or exceed 10 (established by industry standard)
    - Number of Direct Broadcast Satellite (DBS) providers carrying our prime digital channel.
      - Benchmark: FY13 – meet or exceed 7 (established by industry standard)
    - Percentage of Idaho's population within our DTV signal coverage area.
      - Benchmark: FY13 – meet or exceed 73.1% (established by industry standard)
- 2) Operate an efficient statewide delivery/distribution system.
  - Performance Measure(s):
    - Total FTE in content delivery and distribution.
      - Benchmark: FY13 – less than 30.45 (established by industry standard)
- 3) Provide access to IdahoPTV television content that accommodates the needs of the hearing and sight impaired.
  - Performance Measure(s):
    - Percentage of broadcast hours of closed captioned programming (non-live, i.e. videotaped) to aid visual learners and the hearing impaired.
      - Benchmark: FY13 – meet or exceed 97.5% (established by industry standard)



**PLANNING, POLICY AND GOVERNMENTAL AFFAIRS**  
**APRIL 19, 2012**

- Percentage of online hours of closed captioned programming (non-live, i.e. videotaped) to aid visual learners and the hearing impaired.
    - Benchmark: FY13 – meet or exceed 5% (established by industry standard)
  - Number of service hours of descriptive video service provided via the second audio program to aid those with impaired vision.
    - Benchmark: FY13 – meet or exceed 13,500 (established by agency research)
- 4) Provide access to IdahoPTV new media content to citizens anywhere in the state, which supports citizen participation and education.
- Performance Measure(s)
    - Number of visitors to our websites.
      - Benchmark: FY13 – meet or exceed 1,200,000 (established by agency research)
    - Number of visitors to IdahoPTV/PBS video player.
      - Benchmark: FY13 – meet or exceed 6,000 (established by agency research)
- 5) Broadcast educational programs and provide related resources that serve the needs of Idahoans, which include children, ethnic minorities, learners, and teachers.
- Performance Measure(s):
    - Total number of hours of educational programming.
      - Benchmark: FY13 – meet or exceed 8,842 (established by agency research)
- 6) Contribute to a well-informed citizenry.
- Performance Measure(s):
    - Number of channel hours of news, public affairs, and documentaries.
      - Benchmark: FY13 – meet or exceed 10,000 (established by agency research)
- 7) Provide relevant Idaho-specific information.
- Performance Measure(s):
    - Number of IdahoPTV channel hours of Idaho-specific educational and informational programming.
      - Benchmark: FY13 – meet or exceed 1,795 (established by agency research)
- 8) Provide high quality, educational television programming and new media content.
- Performance Measure(s):
    - Number of awards for IdahoPTV media and services.
      - Benchmark: FY13 – meet or exceed 35 (established by industry standard)

**PLANNING, POLICY AND GOVERNMENTAL AFFAIRS**  
**APRIL 19, 2012**

- 9) Be a relevant, educational and informational resource to all citizens.
  - Performance Measure(s):
    - Full-day IdahoPTV viewership as compared to peer group of PBS state networks – indexed to 100.
      - Benchmark: FY13 – meet or exceed 100  
(established by industry standard)
- 10) Operate an effective and efficient organization.
  - Performance Measure(s):
    - Successfully comply with FCC policies/PBS programming, underwriting and membership policies/and CPB guidelines.
      - Benchmark: FY13 – yes/yes/yes  
(established by industry standard)
    - Successfully comply with new FCC rules regarding closed captioning complaints.
      - Benchmark: FY13 – yes  
(established by industry standard)

**SBoE GOAL 2: CRITICAL THINKING AND INNOVATION**

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

**IdahoPTV Objectives:**

- 1) Provide access to IdahoPTV new media content to citizens anywhere in the state, which supports citizen participation and education.
  - Performance Measure(s)
    - Number of visitors to our websites.
      - Benchmark: FY13 – meet or exceed 1,200,000  
(established by agency research)
    - Number of visitors to IdahoPTV/PBS video player.
      - Benchmark: FY13 – meet or exceed 6,000  
(established by agency research)
- 2) Broadcast educational programs and provide related resources that serve the needs of Idahoans, which include children, ethnic minorities, learners, and teachers.
  - Performance Measure(s):
    - Total number of hours of educational programming.
      - Benchmark: FY13 – meet or exceed 8,842  
(established by agency research)
- 3) Contribute to a well-informed citizenry.
  - Performance Measure(s):
    - Number of channel hours of news, public affairs, and documentaries.
      - Benchmark: FY13 – meet or exceed 10,000  
(established by agency research)

**PLANNING, POLICY AND GOVERNMENTAL AFFAIRS**  
**APRIL 19, 2012**

- 4) Provide relevant Idaho-specific information.
  - Performance Measure(s):
    - Number of IdahoPTV channel hours of Idaho-specific educational and informational programming.
      - Benchmark: FY13 – meet or exceed 1,795  
(established by agency research)
- 5) Provide high quality, educational television programming and new media content.
  - Performance Measure(s):
    - Number of awards for IdahoPTV media and services.
      - Benchmark: FY13 – meet or exceed 35  
(established by agency research)
- 6) Be a relevant, educational and informational resource to all citizens.
  - Performance Measure(s):
    - Full-day IdahoPTV viewership as compared to peer group of PBS state networks – indexed to 100.
      - Benchmark: FY13 – meet or exceed 100  
(established by industry standard)
- 7) Operate an effective and efficient organization.
  - Performance Measure(s):
    - Successfully comply with FCC policies/PBS programming, underwriting and membership policies/and CPB guidelines.
      - Benchmark: FY13 – yes/yes/yes  
(established by industry standard)
    - Successfully comply with new FCC rules regarding closed captioning complaints.
      - Benchmark: FY13 – yes  
(established by industry standard)

**SBoE GOAL 3: EFFECTIVE AND EFFICIENT DELIVERY SYSTEMS**

Ensure educational resources are used efficiently.

**IdahoPTV Objectives:**

- 1) Progress toward digital implementation, as a statewide infrastructure in cooperation with public and private entities.
  - Performance Measure(s):
    - Number of DTV channel hours of transmission.
      - Benchmark: FY13 – meet or exceed 137,240  
(established by agency research)
    - Number of transmitters broadcasting a DTV signal.
      - Benchmark: FY13 – 5 of 5  
(established by industry standard)
    - Number of DTV translators.
      - Benchmark: FY13 – 38 of 43  
(established by industry standard)

**PLANNING, POLICY AND GOVERNMENTAL AFFAIRS  
APRIL 19, 2012**

- Number of licensed DTV fill-in translators (DTS).
    - Benchmark: FY13 – meet or exceed 7 of 7  
(established by industry standard)
  - Number of cable companies carrying our prime digital channel.
    - Benchmark: FY13 – meet or exceed 10  
(established by industry standard)
  - Number of Direct Broadcast Satellite (DBS) providers carrying our prime digital channel.
    - Benchmark: FY13 – meet or exceed 7  
(established by industry standard)
  - Percentage of Idaho's population within our DTV signal coverage area.
    - Benchmark: FY13 – meet or exceed 73.1%  
(established by industry standard)
- 2) Operate an efficient statewide delivery/distribution system.
- Performance Measure(s):
    - Total FTE in content delivery and distribution.
      - Benchmark: FY13 – less than 30.45  
(established by industry standard)
- 3) Provide access to IdahoPTV new media content to citizens anywhere in the state, which supports citizen participation and education.
- Performance Measure(s)
    - Number of visitors to our websites.
      - Benchmark: FY13 – meet or exceed 1,200,000  
(established by agency research)
    - Number of visitors to IdahoPTV/PBS video player.
      - Benchmark: FY13 – meet or exceed 6,000  
(established by agency research)
- 4) Provide high quality, educational television programming and new media content.
- Performance Measure(s):
    - Number of awards for IdahoPTV media and services.
      - Benchmark: FY13 – meet or exceed 35  
(established by industry standard)
- 5) Be a relevant, educational and informational resource to all citizens.
- Performance Measure(s):
    - Full-day IdahoPTV viewership as compared to peer group of PBS state networks – indexed to 100.
      - Benchmark: FY13 – meet or exceed 100  
(established by industry standard)
- 6) Operate an effective and efficient organization.
- Performance Measure(s):
    - Successfully comply with FCC policies/PBS programming, underwriting and membership policies/and CPB guidelines.
      - Benchmark: FY13 – yes/yes/yes  
(established by industry standard)

- Successfully comply with new FCC rules regarding closed captioning complaints.
  - Benchmark: FY13 – yes  
(established by industry standard)

**Key External Factors**

(Beyond the control of Idaho Public Television):

**Funding:**

Idaho Public Television's current strategic goals and objectives assume level, ongoing financial support from the State of Idaho, Corporation for Public Broadcasting, and private contributions. As of this writing (3/19/2012), these funding sources appear to be uncertain. Between July 1, 2008 and March 1, 2011 Idaho Public Television's state support has been reduced by 57.6%. IdahoPTV provides numerous services to various state entities. In February 2010, Governor Otter recommended agencies that receive free services from IdahoPTV begin reimbursing for the services when possible. Thus far, none have begun compensating IdahoPTV including for services like *Idaho Legislature Live*.

Much of the content that Idaho Public Television airs comes from other organizations, both nationally and regionally. If their program production funding sources change (up or down), they also could have an impact on IdahoPTV's ability to meet its goals and objectives targets.

**Legislation/Rules:**

Recent state statute and rule changes typically have not impacted Idaho Public Television.

**Federal Government:**

A great deal of funding, for both operational and infrastructure, comes from various entities of the federal government. A sudden downward change in these funding pools could affect IdahoPTV's ability to fulfill this strategic plan. We anticipate funding from several federal entities will be severely impacted by pressure to reduce the federal deficit. In 2011 Congress eliminated funding for capital replacement projects from Department of Commerce Public Telecommunications Facilities Program (PTFP), Corporation for Public Broadcasting Digital Distribution Fund (DDF), and Department of Agriculture Rural Utilities Service (RUS). This will have significant long-term impact on service, especially to rural areas.

Various aspects of IdahoPTV's program functions fall under federal oversight including the Federal Communications Commission, United States Department of Commerce, United States Department of Agriculture, Federal Aviation Administration, United States Department of Homeland Security, Internal Revenue Service, etc. Any change of federal rules and funding by any of these entities could also affect our ability to fulfill this strategic plan.

# **Idaho Division of Professional-Technical Education**

## **Strategic Plan 2013-2017**

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**Idaho Division of  
Professional-Technical  
Education**

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

Idaho Code defines PTE as secondary, postsecondary and adult courses, programs, training and services administered by the Division of Professional-Technical Education for occupations or careers that require less than a baccalaureate degree. Close to eighty percent of Idaho's jobs do not require a baccalaureate degree. PTE programs prepare students for jobs and further education. A higher percentage of PTE high school completers go onto postsecondary education than the general Idaho population. Tech Prep articulation agreements provide PTE students with an opportunity to earn postsecondary credit while in high school. Students participating in professional-technical programs at the postsecondary level have an opportunity to earn portable, stackable credentials that can culminate with an Associate of Applied Science (AAS) degree. An important component of the technical college system is workforce training which focuses on short-term training for adults to retrain and upgrade their skills to meet labor market demands.

This plan provides direction for the professional-technical education system to deliver programs and services to people throughout the state. The strategic planning process is dynamic and encompasses PTE's continuous improvement philosophy. This plan builds on the efforts of dedicated PTE teachers and instructors; supportive administration and the active participation of business and industry representatives in all PTE's programs.

Ann Stephens, State Administrator

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## **Mission Statement**

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

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## **Vision Statement**

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

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

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



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## **KEY EXTERNAL FACTORS**

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

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## **AUTHORITY**

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

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

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

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

**Performance Measures:**

- Provide resources to secondary and postsecondary programs and services.
- Inform Idahoans about professional-technical education, occupations, educational programs and institutions, and schools that offer professional-technical education programs.
- Expand professional-technical education offerings through alternative delivery options.
- Expand opportunities that help special populations participate in professional-technical programs and services.

**Benchmark:** Number of ABE clients who meet their goal will increase 2% each year.

- Increase the number of short-term training classes (including statewide fire and emergency services training programs).

**Benchmark:** The number of short-term training classes will increase by 2% each year.

- Increase the number of state employees who participate in the Certified Public Manager and State Wellness programs.

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

**Performance Measures:**

- Tech Prep articulation agreements provide students with an opportunity to earn postsecondary credit while in high school.

**Benchmark:** Update 100% of articulation agreements annually.

**PLANNING, POLICY AND GOVERNMENTAL AFFAIRS**  
**APRIL 19, 2012**

- Increase the number of secondary professional-technical education concentrators who transition to postsecondary education or training.  
**Benchmark:** The number of secondary professional-technical education concentrators who transition to postsecondary education or training will exceed the National Center for Higher Education Management System rankings in Idaho.
- Percentage of postsecondary students who complete professional-technical programs.  
**Benchmark:** Postsecondary completer rate will be at least 70%.

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

**Performance Measures:**

- Establish bridge programs in the technical colleges.  
**Benchmark:** Expand the number of bridge programs available at each technical college.
- Provide professional development opportunities for postsecondary counselors/advisors.  
**Benchmark:** Increase number of professional development activities for postsecondary counselors/advisors.

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

**Performance Measures:**

- Maintain high placement rates for technical college completers.  
**Benchmark:** Postsecondary professional-technical education completer job placement rate will be a minimum of 75%.
- Percentage of postsecondary professional-technical education completers who obtain positive placement.  
**Benchmark:** Postsecondary professional-technical education completer positive placement rate will be a minimum of 90%.

**Goal 2: Critical Thinking and Innovation** – The educational system will provide an environment for the development of new ideas, and practical and theoretical knowledge to foster the development of individuals who are entrepreneurial, broadminded, think critically, and are creative.

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

**Performance Measure:**

- Promote business and industry internships, apprenticeships, and work-based learning in professional-technical education programs.

**Benchmark:** New program applications will include internships, apprenticeships, or work-based experiences.

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

**Performance Measures:**

- Recruit and retain qualified professional-technical educators.
- Ensure that professional-technical education programs meet industry standards and employer expectations.  
**Benchmark:** Postsecondary professional-technical education completer job placement rate will be a minimum of 75%.
- Promote and provide professional development opportunities for teachers, instructors, and counselors.  
**Benchmark:** Increase participation at annual summer conference by 2% each year.

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

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

**Performance Measure:**

- Number of credits required for completion of AAS Degree  
**Benchmark:** All new AAS Degrees will not exceed 72 credits.

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

**Performance Measures:**

- Technical skill assessment (TSA) at the secondary and postsecondary levels.  
**Benchmark:** The number of students who successfully complete the TSA's with a passing score will increase.
- Postsecondary professional-technical education student completion rate.  
**Benchmark:** Postsecondary professional-technical education student completion rate will be a minimum of 70%.
- Postsecondary professional-technical education completer positive placement rate.  
**Benchmark:** Postsecondary professional-technical education completer positive placement rate will be a minimum of 90%.
- Participate in the secondary and postsecondary longitudinal data system with the ability to access timely and relevant professional-technical education data.  
**Benchmark:** Secondary – access timely and relevant professional-technical education data by 2012.  
**Benchmark:** Postsecondary – access timely and relevant professional-technical education data no later than 2015.



**Eastern Idaho Technical College**  
**Strategic Plan FY13 – FY17**

**Revised April 2012**



## Vision

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

## Mission

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

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

### Objectives:

1. Monitor college service area's labor market needs and review the need for new academic programs and community education/workforce training courses.
  - **Performance Measure:**
    - Number of academic programs and community education/workforce training courses identified as needed to respond to labor market needs.
  - **Benchmark:**
    - Identify at least one (1) academic program and at least five (5) community education/workforce training courses identified to respond to labor market needs.
2. Determine feasibility of developing one (1) new academic program and five (5) community education/workforce training courses identified as needed to respond to labor market needs.
  - **Performance Measure:**
    - Completion of feasibility analysis for one (1) new academic program and five (5) community education/workforce training courses.
  - **Benchmark:**
    - Feasibility analyses will be completed for one (1) new academic program and five (5) community education/workforce training courses.
3. Development of new academic program(s) and community education/workforce training courses deemed feasibly possible.



- **Performance Measure:**
    - Development of feasibly possible program(s) and community education/workforce training courses.
  - **Benchmark:**
    - All feasibly possible academic program(s) and community education/workforce training courses will be developed.
4. Monitor remedial needs in English and Math
- **Performance Measure:**
    - Number and percentage of students successfully completing remedial English and Math
  - **Benchmark:**
    - Successful completers shall exceed 80%
5. Percentage of post-secondary students who are retained in professional-technical programs.
- **Performance Measure:**
    - Number of full-time returning for a second year (fall to fall) for programs over one year
    - Number of full-time students who completed programs of less than one year
  - **Benchmark:**
    - Returning students shall exceed 70%
    - Completing students shall exceed 80%
6. Monitor percentage of certificates and degrees conferred
- **Performance Measure:**
    - Number of certificate and degree completions per 100 FTE
  - **Benchmark:**
    - Maintain award percentage over 35%

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

**Objectives:**

1. Provide multiple opportunities to obtain feedback from potential and current students aka “customers.”
- **Performance Measure:**
    - Number of opportunities for potential and current students to provide feedback regarding their experience with admission and student support staff.
  - **Benchmark:**





EITC Strategic Plan FY13-FY17

- Identify opportunities currently in place to obtain feedback from potential and current students. Create at least one (1) additional opportunity for potential students to provide feedback to the college about their experience when encountering admission and student support staff. Create at least one (1) additional opportunity for current students to provide feedback to the college about their experience with admission and student support staff.
- 2. Implement improvements based upon feedback from “customers.”
  - **Performance Measure:**
    - Number of newly implemented “customer” improvements.
  - **Benchmark:**
    - Implement at least three (3) new ideas, identified via feedback of potential students and/or currently enrolled students, to enhance the experience of the potential student and/or the currently enrolled student as it pertains to admissions and/or student support.

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

**Objectives:**

1. Review Emergency Response Plan maintained by the Emergency Response Committee and make changes as appropriate.
  - **Performance Measure:**
    - Ongoing review of Emergency Response Plan with appropriate changes made to plan.
  - **Benchmark:**
    - Throughout the year, at quarterly meetings, the Emergency Response Committee will review the components of the Emergency Response Plan and modify said plan as appropriate to support a safe learning environment.
2. Increase reach of the EITC Tutoring Center and the services provided by the Center.
  - **Performance Measure:**
    - Number of students served.
  - **Benchmark:**
    - Increase number of students served, during each academic year, by at least one percent (1%).
3. Implement improvements based upon feedback from students via faculty evaluations.
  - **Performance Measure:**



- Number of newly implemented improvements made by students via faculty evaluations.
- **Benchmark:**
  - Implement at least one (1) new idea, identified via feedback of students through faculty evaluations.
- 4. Monitor cost to deliver educational resources
  - **Performance Measure:**
    - Total cost per credit hour
    - Total cost of certificate or degree completions (one year or longer) per \$100,000 of campus spending (e.g. cost of instruction, maintenance, operations)
  - **Benchmark:**
    - Maintain cost per credit hour within 20% of IPEDS peers
    - Maintain completion costs within 20% of peers

**GOAL IV: Enhance community partnerships.**

**Objectives:**

1. Increase reach of Adult Basic Education Division (ABE) in their efforts to assist individuals become more capable and productive community members and improve individuals' skills in reading, math, writing, and English as a second language; as well as, preparing individuals to successfully complete the GED, if desired.
  - **Performance Measure:**
    - Number of students served.
  - **Benchmark:**
    - Increase number of students served, during each academic year, by at least one percent (1%).
2. Increase reach of Center for New Directions (CND) in their efforts to empower individuals to make positive life changes.
  - **Performance Measure:**
    - Number of students served.
  - **Benchmark:**
    - Increase number of students served, during each academic year, by at least one percent (1%).
3. Encourage collaboration with college service area's labor market.
  - **Performance Measure:**
    - Publicity regarding desire to be of service to college service area's labor market area.



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

## **Key External Factors**

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

### Funding:

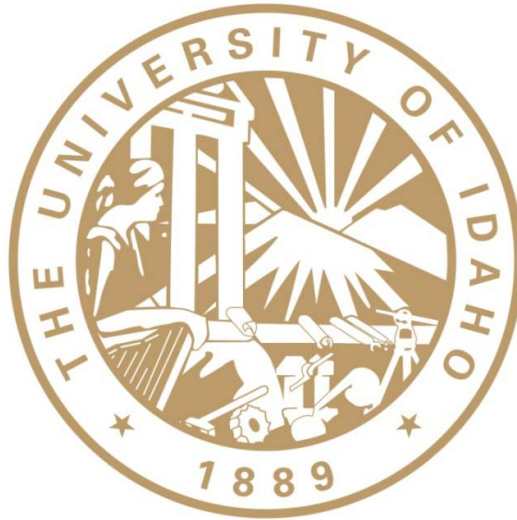
Most State Board of Education strategic goals and objectives assume on-going and sometimes significant additional levels of State legislative appropriations. Availability of state revenues (for appropriation), gubernatorial, and legislative support for some Board initiatives can be uncertain.

### Legislation/Rules:

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

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

University of Idaho  
A LEGACY OF LEADING



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

***2013-2017***

## **INTRODUCTION**

The University of Idaho is the first choice for student success and statewide leadership. We are the premier land-grant research university and the flagship institution in our state. We lead in teaching and engaged student learning in our undergraduate, graduate, and professional programs. We excel at interdisciplinary research, service to businesses and communities, and in advancing diversity, citizenship, and global outreach. Through our growing residential and networked university and strong alumni connections, we develop leaders who will guide Idaho to global economic success, create a sustainable American West, and address our nation's most challenging problems.

As Idaho's land-grant institution, our students, faculty, and staff are engaged in a vast network of powerful partnerships through statewide locations, laboratories, research and extension centers, outreach programs, and a base of loyal alumni worldwide. These resources provide connections to individuals, businesses, and communities that strive to improve the quality of life of all Idaho citizens and secure the economic progress of the world.

We are committed to a student-centered, engaged learning environment. Our unique geography, intimate setting, residential campus, and dedicated faculty provide aspiring leaders with the skills and abilities to challenge themselves and learn by doing.

Our leadership position in research and creative activity presents opportunities to interact and innovate with world-class faculty. Our students gain firsthand experience addressing global challenges, and bring contemporary knowledge and experience into their careers and lives.

Students, faculty, and staff at the University of Idaho are dedicated to advancing a purposeful and just community that respects individuality and provides access and inclusion for all cultures to create a climate that is civil and respectful. Innovative, productive collaborations that foster community and build morale are encouraged.

Over the past five years, the university community has implemented a strategic plan to further the vision and mission of the university. This 2013-17 Strategic Plan fulfills the promise of a 21<sup>st</sup> century land-grant institution to lead and inspire Idaho, the nation, and the world. To achieve this, all units will develop strategic actions that advance the overall strategic direction, vision, and values of the institution.

## **MISSION**

The University of Idaho is the state's land-grant research university. From this distinctive origin and identity comes our commitment to enhance the scientific, economic, social, legal, and cultural assets of our state, and to develop solutions for complex problems facing society. We deliver on this commitment through focused excellence in teaching, research, outreach, and engagement in a collaborative environment at our residential main campus, regional centers, extension offices, and research facilities throughout the state. Consistent with the land-grant ideal, our outreach activities serve the state at the same time they strengthen our teaching as well as scholarly and creative capacities.

Our teaching and learning includes undergraduate, graduate, professional, and continuing education offered through both resident instruction and extended delivery. Our educational programs are enriched by the knowledge, collaboration, diversity, and creativity of our faculty, students, and staff.

Our scholarly and creative activities promote human and economic development, global understanding, and progress in professional practice by expanding knowledge and its applications in the natural and applied sciences, social sciences, arts, humanities, and the professions.

**VISION**

We will be a leader among land-grant institutions in the 21<sup>st</sup> century by promoting an entrepreneurial spirit; embracing the contributions of multiple cultures, identities, and perspectives; and bringing together the talents and enthusiasm of faculty, staff, and students. We will be widely recognized as a creative university that is both environmentally and fiscally sustainable and is an engaged partner in addressing the changing needs of our stakeholders in Idaho, the nation, and the world.

**PRINCIPLES AND VALUES**

Learn, create, and innovate  
Preserve and transmit knowledge  
Act with integrity  
Treat others with respect  
Celebrate excellence  
Change lives  
Welcome and include everyone  
Take responsibility for the future

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

Context: Our graduates live, work, compete, and prosper in a constantly changing environment. Consequently, curricula, co-curricular activities, pedagogy, and assessment must be quickly adaptable as the environment changes. Learning experiences drawn from our disciplinary and interdisciplinary strengths will help students develop the ability to identify and address complex problems and opportunities.

Objective A: Build adaptable, integrative curricula and pedagogies.

Strategies:

1. Streamline policies and practices to enable creative program revision and course scheduling.
2. Implement general education requirements that emphasize integrative learning throughout the undergraduate experience.
3. Use external and internal assessments to keep teaching and learning vital.
4. Build curricula to support timely degree completion.
5. Expand opportunities for professional education.
6. Apply emerging technologies to increase access and respond to the needs of local and global learners.
7. Develop increased learning opportunities for underserved or underrepresented communities.
8. Employ active learning pedagogies to enhance student learning where appropriate.

*Performance Measure:* The number of programs engaged in assessment processes that

**PLANNING, POLICY AND GOVERNMENTAL AFFAIRS**  
**APRIL 19, 2012**

result in the review and refinement of curricular and/or co-curricular learning activities to strengthen student learning.

*Benchmark:* One-hundred percent of the programs completing this year's assessment cycle will have developed action strategies for making improvements by December, 2012.

*Rationale:* This is a NWCCU accreditation requirement. Previously we found 83% had completed assessment plans specifying student learning outcomes.

*Performance Measure:* Retention rates (percent of full-time and part-time freshmen returning for a second year or program completion).

*Benchmark:* The median of our official peer institutions (most recently 83% for full-time, part-time peer median not yet compiled for peers).

*Rationale:* Required by SBOE.

*Performance Measure:* Graduation rate (percent of full-time and part-time freshmen graduating in six years).

*Benchmark:* The median of our official peer institutions (most recently 62% for full-time, part-time peer median not yet compiled for peers).

*Rationale:* Required by SBOE.

*Performance Measure:* Dual Credit (total credits and # of students)

*Benchmark:* Consistent annual increases to market saturation.

*Rationale:* Required by SBOE.

*Performance Measure:* Total undergraduate degrees conferred (number of undergraduate degree completions per 100 FTE undergraduate students enrolled).

*Benchmark:* The median of our official peer institutions (has not yet been calculated).

*Rationale:* Required by SBOE.

**Objective B:** Develop integrative learning activities that span students' entire university experience.

Strategies:

1. Increase educational experiences within the living and learning environments.
2. Engage alumni and stakeholders as partners in student mentoring.
3. Increase student participation in co-curricular activities.
4. Integrate curricular and co-curricular activities.
5. Increase opportunities for student interaction and interdisciplinary collaboration.

*Performance Measure:* Students participating in experiential learning opportunities (research, service learning, study abroad and internships) during their UI experience.

*Benchmark:* Maintain participation of approximately 4,000 students in 100 service-learning courses annually.

*Rationale:* Over the course of the 2010-2011 academic year, some 3,800 University of Idaho students participated in 98 service-learning courses and provided more than 150,000 hours of service to more than 160 community organizations throughout Idaho.

*Performance Measure:* Remediation (number of first-time freshman who graduated from an Idaho High school in the previous year requiring remedial education).

**PLANNING, POLICY AND GOVERNMENTAL AFFAIRS**  
**APRIL 19, 2012**

*Benchmark:* None – this is not a performance measure for the postsecondary institutions, but rather a reporting requirement expected to track progress statewide.  
*Rationale:* Required by SBOE.

*Performance Measure:* Cost per credit hour to deliver undergraduate education.  
*Benchmark:* To be determined, in comparison with our peer institutions (assuming similar cost data can be obtained from peers using national data sets).  
*Rationale:* Required by SBOE.

*Performance Measure:* Undergraduate degree completions per \$100,000 of education and related spending (education and related spending is defined as the full cost of instruction and student services, plus the portion of institutional support and maintenance assigned to instruction).  
*Benchmark:* To be determined, in comparison with our peer institutions (assuming similar cost data can be obtained from peers using national data sets).  
*Rationale:* Required by SBOE.

**Goal 2: Scholarly and Creative Activity Goal: Promote excellence in scholarship and creative activity to enhance life today and prepare us for tomorrow.**

Context: Our quality of life today and in the future depends on the merit of our scholarship and creative endeavors. Many of the most pressing issues facing society cut across disciplines and require solutions that do the same. At the University of Idaho we are committed to helping address society's pressing issues by continuing to support strong disciplinary and interdisciplinary activities that emphasize quality, innovation, critical thinking, and collaboration. We intend to improve the quality of life of all Idaho citizens and secure the economic progress of our world.

Objective A: Strengthen all scholarly and creative activities consistent with the University's strategic missions and signature areas.

Strategies:

1. Engage accomplished scholars to provide mentoring and leadership for key research and creative initiatives.
2. Increase the number of endowed faculty positions and postdoctoral, graduate, and undergraduate fellowships.
3. Support faculty, student, and staff entrepreneurial activity to develop new areas of excellence.
4. Implement university-wide mechanisms to provide attractive start-up packages for faculty and reward systems that recruit and retain world class faculty and staff.
5. Leverage the skills of non-tenure track faculty to promote research growth.
6. Increase the application of and public access to the results of scholarly and creative activities.

*Performance Measure:* The number of grant applications supporting or requiring interdisciplinary activities in which two or more faculty from different departments are listed as Co-Principal Investigators.  
*Benchmark:* 20%  
*Rationale:* Increased from 10% in FY2009 to 18% in FY2011.



**PLANNING, POLICY AND GOVERNMENTAL AFFAIRS**  
**APRIL 19, 2012**

*Performance Measure:* Funding from competitive federally funded grants per full-time instruction and research faculty.

*Benchmark:* \$150,000

*Rationale:* Increased from \$128k to \$145k from FY2008 through FY2010.

Objective B: Enable faculty, student, and staff engagement in interdisciplinary scholarship and creative activity.

Strategies:

1. Expand opportunities for ongoing interactions among faculty, students, and staff to identify areas of common interest.
2. Increase support for graduate and undergraduate interdisciplinary research and creative activity.
3. Develop clear criteria for evaluating engaged scholarship.
4. Increase the national and international visibility of the University's contributions to interdisciplinary activities.
5. Partner with other educational institutions, industry, not-for-profits, and public agencies to expand resources and expertise.
6. Facilitate the submission of large, interdisciplinary proposals to obtain funding and to sustain successful projects.

*Performance Measure:* Relative compensation for both Teaching Assistants and Research Assistants as compared with the Graduate Assistant Stipend Survey rankings produced by Oklahoma State University.

*Benchmark:* The University will improve its overall average rank to exceed the 25<sup>th</sup> percentile nationally.

*Rationale:* Using the peer data included in the Oklahoma State Graduate Assistant salary study provides a consistent standard against which we can compare our performance. The most recent analyses indicate UI TA salaries average rank is at about the 10<sup>th</sup> percentile of peer institutions, while RA salaries average rank is at about the 21<sup>st</sup> percentile.

*Performance Measure:* Percent of bachelor's degree recipients who report participating in research programs as undergraduates.

*Benchmark:* 70% (20% in STEM fields, 40% in non-STEM fields).

*Rationale:* Increased from 59% in FY2008 to 69% in FY2011.

*Performance Measure:* Percent of undergraduate degrees conferred in STEM fields.

*Benchmark:* Peer median (most recent value was 32%)

*Rationale:* Increased slightly from 31% in FY2008 to 32% in FY2011

**Goal 3: Outreach and Engagement Goal: Meet society's critical needs by engaging in mutually beneficial partnerships.**

Context: As the state's land-grant institution, the University of Idaho is uniquely positioned to expand its impact in Idaho and beyond. We seek to achieve that end through engagement--working across disciplines; integrating teaching, research, and outreach; and partnering with constituents for the mutually beneficial exchange of knowledge and resources.

**PLANNING, POLICY AND GOVERNMENTAL AFFAIRS**  
**APRIL 19, 2012**

Objective A: Develop processes, systems, and rewards that foster faculty, staff, and student outreach and engagement.

Strategies:

1. Increase the internal visibility of our outreach and engagement activities to facilitate interaction and develop synergies across the university.
2. Develop clear criteria for evaluating outreach and engagement.
3. Recognize and reward engagement with communities, businesses, non-profits, and agencies.
4. Develop an infrastructure and streamline administrative processes to coordinate outreach and engagement efforts.
5. Communicate best practices for development and implementation of outreach and engagement projects.

*Performance Measure:* Evidence of an institutional commitment to supporting faculty outreach and engagement activities in each strategic area noted above.

*Benchmark:* Qualitative and quantitative evidence indicating progress in each area.

*Rationale:* Demonstrating progress in this area requires a mixed-methods approach, which will include noting establishment of distinct organizational structures, changes in annual position descriptions, promotion and tenure policies, recognition from national agencies (e.g. Carnegie Classification for Engagement, US Presidential Higher Education Community Service Honor Role, Magrath and Kellogg Foundation Engagement Awards).

Objective B: Strengthen and expand mutually beneficial partnerships with stakeholders in Idaho and beyond.

Strategies:

1. Increase opportunities for faculty and students to connect with external constituents. Develop new partnerships with others who are addressing high priority issues.
2. Increase student participation in defining and delivering experiential learning opportunities.
3. Increase the external visibility of our outreach and engagement activities.
4. Coordinate plans to increase external funding for outreach and engagement.

*Performance Measure:* Percentage of students participating in learning activities, as reported by the University of Idaho Service Learning Center and the ASUI Volunteerism Center.

*Benchmark:* One-third of the total student body (approximately 3200 students) will in community service activities.

*Rationale:* Over the course of the 2010-2011 academic year approximately 34% of University of Idaho students participated in 98 service-learning activities and provided more than 150,000 hours of service to more than 160 community organizations throughout Idaho.

**Goal 4: Community and Culture Goal:** Be a purposeful, ethical, vibrant, and open community.

Context: Our community is characterized by openness, trust, and respect. We value all members for their unique contributions, innovation, and individuality. Our community and culture must adapt to change, seek multiple perspectives, and seize opportunity. We are committed to a culture of service, internally and externally. We value a diverse community for enhanced creativity, cultural richness, and an opportunity to apply our full intellectual capacity to the challenges facing Idaho, the nation, and the world.

Objective A: Be a community committed to access and inclusion.

Strategies:

1. Recruit and retain a diverse student body.
2. Recruit and retain diverse faculty and staff.
3. Expand opportunities for cultural competency training.
4. Build extended community partnerships to enhance an environment that values diversity.

*Performance Measure:* Percentage of students, faculty and staff representing diverse groups.

*Benchmark:* Meet or exceed peer medians (most recently 13% of students, 5% of faculty and 7% of staff).

*Rationale:* The diversity of our campus should be compared with our land-grant, high research peer institutions' diversity.

Objective B: Be a community committed to civility and respect.

Strategies:

1. Promote civil and respectful dialogue and debate both in and out of the classroom.
2. Increase systematic, consistent, and productive responses to behaviors that are destructive to the community.
3. Promote a sense of concern for and accountability to others.

*Performance Measure:* Percentages of faculty, staff and students who report positive experiences on surveys conducted periodically to assess the culture and climate. These include the every-third-year HERI/UCLA Faculty and UI Staff surveys, and the annual Graduating Senior Survey.

*Benchmark:* Peer medians when available, prior results if not (95% for students, 75% for faculty and 88% for staff).

*Rationale:* The periodic surveys listed above provide historical data suitable for trend analyses. The UI Diversity Task Force is also in the process of studying these issues and developing additional measures.

Objective C: Be a community committed to productivity, sustainability, and innovation.

Strategies:

1. Reward individuals and units that aim high, work across boundaries, and capitalize on strengths to advance the overall strategic direction, vision, and values of the institution.
2. Develop and promote activities to increase collaboration with new and unique partners.
3. Energize the community and foster commitment to university-wide endeavors by communicating our successes.
4. Create efficiencies through innovative collaboration, shared goals, and common experiences.
5. Invigorate the community by promoting attitudes of leadership and excellence.
6. Steward our financial assets, infrastructure, and human resources to optimize performance.

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

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

*Rationale:* This benchmark is based on NACUBO recommendations.

**External Factors**

**State Board of Education (SBOE):** Achievement of strategic goals and objectives assumes SBOE support and commitment to UI's unique role and mission.

**Funding:** Economic conditions will play an important role in the perceived value and effectiveness of higher education in the coming years. On-going and appropriate levels of funding from state and federal sources will be critical for the success of our strategic plan.



## STRATEGIC PLAN

2012-2017

# *Focus on Effectiveness*

### Background and Reflection

In 2005 Boise State University declared its vision to become a Metropolitan Research University of Distinction. In working toward this vision, a team of faculty and staff from across the university developed a strategic plan titled "*Charting the Course: A Strategic Vision for Boise State University.*" The bold new plan was published in April 2006 and outlined ten broadly defined goals focusing on four key areas: academic excellence, exceptional research, public engagement, and vibrant culture.

Since *Charting the Course* was published, Boise State University has made excellent progress toward reaching its vision. Highlights of the University's progress and surrounding events include:

- The 2008 opening of the Treasure Valley's first public community college, The College of Western Idaho, has increased access to post-secondary education in the region, released Boise State University from its charge to provide vocational training, and allowed the university to focus its academic mission
- An increase in the university's admission requirements, resulting in 40 percent of the entering freshmen for Fall 2011 earning a high school GPA exceeding 3.5 and SAT scores in critical reading and math that are substantially higher than the national averages
- A complete overhaul of the undergraduate core curriculum, structured around clearly articulated learning outcomes that provide a connected, multi-disciplinary framework of learning from freshman to senior years
- Increased retention and a flattening of the undergraduate enrollment profile from one that was historically over-represented by lower division students
- An expansion of graduate programming, with new Master degrees in anthropology, business administration, chemistry, community and regional planning, educational leadership, hydrologic sciences, mathematics, nursing, and STEM education; and new doctoral degrees in educational technology, electrical and computer engineering, geosciences, biomolecular sciences, and materials science and engineering
- A near-doubling of space for student activities (690,000 ft<sup>2</sup> total)
- An increase of 390,000 ft<sup>2</sup> for academic and research activity, including a new 84,000 ft<sup>2</sup> research facility that opened in fall 2011 and a 120,000 ft<sup>2</sup> business building scheduled to open in fall 2012
- A 55% increase in graduate degrees conferred (652 in FY 2011)
- A 68% increase in sponsored project expenditures (\$35M in FY 2011)
- A 63% increase in publications by Boise State University authors (1079 in calendar years 2006-2010)
- A 326% increase in citations of Boise State University publications (3874 in calendar years 2006-2010)

These achievements have occurred despite a 23% reduction in state funding over the past three years. In place of state support for new programs, funding has come from increases in enrollment, tuition and grant support, internal reallocations, university reserves, and bond issuance. The university also completed a comprehensive campaign in 2010 that generated over \$100M for academic programs and facilities.

### Process

Boise State University has made impressive strides toward becoming a Metropolitan Research University of Distinction, and we envision even greater advances in the years ahead.

The process of developing a strategic plan for the next five years began in May 2011 with focused one-on-one conversations between campus leadership and 40 members of the faculty and staff. The rich information gleaned from those conversations was used to create a campus-wide survey that generated over 500 responses. The resulting data was used to create a set of core themes that describe the key aspects of the university's mission and inform the strategic planning process.

In August 2011 groups from across the campus performed an analysis of the university's strengths, weaknesses, challenges and opportunities. Informed by these analyses and our core values, the university's executive team produced a vision statement for the strategic planning process. The team also created four pillars on which the strategic plan would be constructed. President Kustra, in his fall 2011 address to faculty and staff, announced that Boise State University would build a new strategic plan for the next five years with a draft of the goals and strategies to be completed by January 2012 and an implementation plan in place by May 2012.

During the fall semester four planning teams, led by executive team members and organized by pillar, developed a draft set of goals and strategies with input from key stakeholders. The draft set of goals and strategies was presented at a meeting of the campus on January 11, 2012. Feedback from that meeting was incorporated into a finalized set of goals and strategies.

During the spring semester of 2012, the work of implementation commenced. First, key performance indicators and targets are being developed. Second, a set of university-wide initiatives will be identified and initially pursued. Unit-level initiatives, especially those requiring new resources, will be organized and vetted by a coordinating committee.

Foundation for a New Vision and Strategic Plan

Boise State University's Mission Statement was approved in February, 2012 by the Idaho State Board of Education.

*Boise State University is a public, metropolitan research university offering an array of undergraduate and graduate degrees and experiences that foster student success, lifelong learning, community engagement, innovation and creativity. Research and creative activity advance new knowledge and benefit students, the community, the state and the nation. As an integral part of its metropolitan environment the university is engaged in professional and continuing education programming, policy issues, and promoting the region's economic vitality and cultural enrichment.*

**Core Themes**

In September 2011, the university submitted four core themes to its accrediting body, The Northwest Commission on Colleges and Universities. Each core theme, which is summarized below, describes a key aspect of our mission. A complete description of the core themes, including objectives pertaining to access, relevance, quality, and culture, can be accessed at <http://academics.boisestate.edu/planning/accreditation-standard-one/>.

***Undergraduate Education.** Our university provides access to high quality undergraduate education that cultivates the personal and professional growth of our students and meets the educational needs of our community, state, and nation. We engage our students and focus on their success.*

***Graduate Education.** Our university provides access to graduate education that addresses the needs of our region, is meaningful in a global context, is respected for its high quality, and is delivered within a supportive graduate culture.*

***Research and Creative Activity.** Through our endeavors in basic and applied research and in creative activity, our researchers, artists, and students create knowledge and understanding of our world and of ourselves, and transfer that knowledge to provide societal, economic, and cultural benefits. Students are integral to our faculty research and creative activity.*

***Community Commitment.** The university is a vital part of the community, and our commitment to the community extends beyond our educational programs, research, and creative activity. We collaborate in the development of partnerships that address community and university issues. The community and university share knowledge and expertise with each other. We look to the community to inform our goals, actions, and measures of success. We work with the community to create a rich mix of culture, learning experiences, and entertainment that educates and enriches the lives of our citizens. Our campus culture and climate promote civility, inclusivity and collegiality.*



## **Shared Values**

Boise State University has established a set of shared values. These values guide our strategic planning, as they do all actions within the Boise State community.

- **Academic Excellence** - we engage in our own learning and participate fully in the academic community's pursuit of knowledge
- **Innovation** - we strive to create new and better ways of accomplishing our mission
- **Collaboration** - we reach across institutional, societal and cultural boundaries, working together for the success of the university and students
- **Responsibility and Fairness** - we are accountable for our choices and actions, which are based on an expectation of equality, impartiality, openness and due process
- **Citizenship and Respect** - we uphold civic virtues that prescribe how we behave in a self-governing community, obeying laws and policies while treating people with dignity, regardless of who they are or what they believe
- **Caring and Trustworthiness** - we manage ourselves with integrity by being honest in our communication and conduct, and by showing concern for the welfare of others

## **Vision for Strategic Plan 2012-2017**

*Boise State University aspires to be a research university known for the finest undergraduate education in the region, and outstanding research and graduate programs. With its exceptional faculty, staff and student body, and its location in the heart of a thriving metropolitan area, the university will be viewed as an engine that drives the Idaho economy, providing significant return on public investment.*

In formulating its strategic plan for 2012-2017, Boise State University embraces the following aspirational characteristics of the university:

- Spirited Optimism
- Transformative Thinking
- Principled Action
- Responsible Risk Taking

Pillars of the Strategic Plan

***Local and Global Impact***

*Boise State University fuels a robust regional economy and contributes to a vibrant and healthy community by focusing on societal and economic needs. Our students graduate with skills, knowledge, and experience that are relevant and valuable locally, regionally, nationally, and globally. The work of our teachers, researchers, artists, and students provides social, economic, and cultural benefits.*

***Student Success and Engagement***

*Boise State University fosters a rich and diverse culture that is student-centered, enabling students to focus on success and achievement of their educational goals. Students participate in their education through innovative learning environments in which they gain disciplinary expertise grounded in experiential practice. Our graduates are well-rounded in the arts, sciences and humanities; they are prepared to meet the challenges and pursue the opportunities of today and tomorrow; and their experiences at Boise State create an enduring bond with the university.*

***Visionary Relationships***

*At our core is a commitment to relationships that transcend all boundaries, inspire creativity and innovation across disciplines, and foster strategic growth and economic investment in the university. These relationships bring together strengths within and beyond the university to create synergistic opportunities that enable us to explore new possibilities, address complex problems, break down barriers, and create learning experiences that synthesize ideas and practices across a diversity of perspectives. Engagement with the community promotes our mission, provides experiential learning for students, and ensures alignment of programs with crucial needs.*

***Organizational Effectiveness***

*Pursuing our vision requires careful consideration of the ways in which we acquire and invest resources. We pursue innovative, broad-based funding models to ensure sustainable acquisition of those resources. We garner support from stakeholders by explicitly demonstrating return on investment. To ensure responsible stewardship of our resources, we are committed to creating business practices, processes, and organizational and physical infrastructures that are both effective and efficient, while providing a safe environment for working, teaching and learning. We hire well-qualified individuals from diverse backgrounds, facilitate their development as employees, and promote a culture of service, accountability and excellence. We celebrate and reward creativity, diversity, innovation, and openness to change.*

Key External Factors

A wide variety of factors affect Boise State University's ability to implement our strategic plan. Here we present two factors that we regard as impediments to progress, which can be influenced by state government and its agencies.

- **Lack of funding of Enrollment Workload Adjustment.** Although a mechanism exists to help Boise State University accommodate the enrollment increases we are experiencing, that mechanism is not implemented regularly. As a result, the discrepancy in appropriated funding per student continues to widen between Boise State University and its sister institutions as our enrollment increases. Exacerbating that problem is that the student population at Boise State University is shifting to a greater proportion of upper-division students due to both increased retention of lower-division students and transfers from the College of Western Idaho. Upper-division courses are more costly because they are smaller in size and because fewer adjunct faculty have the necessary expertise to teach them.
- **Administrative Oversight.** Boise State University is subject to substantial administrative oversight through the State of Idaho Department of Administration and other Executive agencies. Significant operational areas subject to this oversight include capital projects, personnel and benefit management, risk and insurance, and purchasing. The additional oversight results in increased costs due to additional bureaucracy, and in decreased accountability because of less transparency. The current system places much of the authority with the Department of Administration and other agencies, whereas funding responsibility and ultimate accountability for performance lie with the University. Consequently, two levels of monitoring and policy are required, which is costly, duplicative, and compromises true accountability. In 2010, the state legislature passed legislation that exempted the University, under certain conditions, from oversight by the State's Division of Purchasing. As a result, the university has streamlined its policies and procedures for purchasing, in order to gain substantial efficiencies in work process and customer satisfaction, while at the same time maintaining the integrity of the purchasing process. Additional relief from administrative oversight in other areas should produce similar increases in efficiency and customer satisfaction.

***Focus on Effectiveness:***  
**A Strategic Plan for Boise State University 2012-2017**

**Goal 1:** Create a signature, high-quality educational experience for all students.

**Strategies:**

- Develop the Foundational Studies Program into a memorable centerpiece of the undergraduate experience.
- Provide bountiful opportunities within and across disciplines for experiential learning.
- Facilitate respect for the diversity of human cultures, institutions, and experiences in curricular and co-curricular education.
- Cultivate intellectual community among students and faculty.
- Invest in faculty development, innovative pedagogies, and an engaging environment for learning.

**Goal 2:** Facilitate the timely attainment of educational goals of our diverse student population.

**Strategies:**

- Identify and remove barriers to graduation.
- Bring classes to students using advanced technologies and multiple delivery formats.
- Design and implement innovative policies and processes that facilitate student success.
- Connect students with university services that address their individual needs.
- Ensure that faculty and staff understand their roles and responsibilities in facilitating student success.

**Goal 3:** Gain distinction as a doctoral research university.

**Strategies:**

- Recruit, retain, and support highly qualified faculty, staff, and students from diverse backgrounds.
- Identify and invest in areas of excellence with the greatest potential for economic, societal, and cultural benefit.
- Build infrastructure to keep pace with growing research and creative activity.
- Design systems to support and reward interdisciplinary collaboration.

**Goal 4:** Align university programs and activities with community needs.

**Strategies:**

- Include community impact in the creation and assessment of university programs and activities.
- Leverage knowledge and expertise within the community to develop mutually beneficial partnerships.
- Collaborate with external partners to increase Idaho students' readiness for and enrollment in higher education.
- Increase student recruitment, retention, and graduation in STEM disciplines.
- Evaluate our institutional impact and effectiveness on a regular basis and publicize results.

**Goal 5:** Transform our operations to serve the contemporary mission of the university.

**Strategies:**

- Reinvent our academic and business practices to improve service and efficiency.
- Simplify or eliminate policies and regulations that waste effort and resources.
- Invest in faculty and staff to develop key competencies and motivate top performance.
- Break down silos that inhibit communication, collaboration and creativity.
- Provide widespread and timely access to reliable and understandable data, and use it to drive decision-making across the university.
- Build an infrastructure to encourage and accommodate external funding, philanthropic support, private-sector relationships, and a diversity of funding models.
- Develop and implement a model for resource allocation that supports strategic goals and promotes innovation, effectiveness, and responsible risk-taking.

### Tentative Performance Measures and Performance Targets

Key performance measures and targets are under development during the spring semester of 2012; therefore those listed here are necessarily tentative. Performance targets listed are for FY2014. We define a “benchmark” as a reference point against which performance may be measured, for example, the “average measure at peer institutions.” A “performance target” for a specific measure is the level of performance that is our goal to achieve in the specified period; performance targets often make use of a benchmarks, and is the, for example, “10% higher than the average at peer institutions.”

<p><b>Goal 1:</b></p> <p><b>Create a signature, high-quality educational experience for all students.</b></p> <p>Strategies:</p> <ul style="list-style-type: none"> <li>• Develop the Foundational Studies Program into a memorable centerpiece of the undergraduate experience</li> <li>• Provide bountiful opportunities within and across disciplines for experiential learning</li> <li>• Facilitate respect for the diversity of human cultures, institutions, and experiences in curricular and co-curricular education</li> <li>• Cultivate intellectual community among students and faculty</li> <li>• Invest in faculty development, innovative pedagogies, and an engaging environment for learning</li> </ul>	<ul style="list-style-type: none"> <li>• Measures of reputation:                         <ul style="list-style-type: none"> <li>○ Idaho students naming Boise State as #1 choice</li> <li>○ Graduating seniors recommending Boise State to others</li> </ul> </li> <li>• Measures of participation in experiential learning:                         <ul style="list-style-type: none"> <li>○ Participants in (i) study abroad programs, (ii) the Boise State Undergraduate Research Conference, (iii) courses with a service learning component, and (iv) off-campus internship experience</li> <li>○ NSSE measures of student participation in (i) research projects with faculty, (ii) community-based projects for courses, and (iii) applied learning experiences</li> </ul> </li> <li>• NSSE measures of student perception of academic experience:                         <ul style="list-style-type: none"> <li>○ Level of academic challenge</li> <li>○ Active and collaborative learning</li> <li>○ Student-faculty interactions</li> <li>○ Enriching educational experiences</li> </ul> </li> <li>• Measures of diversity &amp; campus culture/climate:                         <ul style="list-style-type: none"> <li>○ Racial diversity, including (i) incoming student ethnic diversity, (ii) racial diversity of the student body, and (iii) faculty/staff diversity</li> <li>○ NSSE ratings of student perception of diversity, including (i) encouragement of interactions among those with different beliefs and ethnicities, (ii) supportive campus environment, and (iii) interactions with students of different beliefs and ethnicity.</li> </ul> </li> <li>• Measures of the physical &amp; technological learning environment:                         <ul style="list-style-type: none"> <li>○ Classrooms with state of the art technology</li> </ul> </li> <li>• Measures of the classroom milieu:                         <ul style="list-style-type: none"> <li>○ Classes offered by interdisciplinary faculty teams</li> </ul> </li> </ul>	<p style="text-align: center;"><i>Under development</i></p>
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**PLANNING, POLICY AND GOVERNMENTAL AFFAIRS**  
**APRIL 19, 2012**

Boise State University  
Strategic Plan 2012-17  
***Focus on Effectiveness***

<p><b>Goal 2:</b></p> <p><b>Facilitate the timely attainment of educational goals of our diverse student population.</b></p> <p><b>Strategies:</b></p> <ul style="list-style-type: none"> <li>• Identify and remove barriers to graduation</li> <li>• Bring classes to students using advanced technologies and multiple delivery formats</li> <li>• Design and implement innovative policies and processes that facilitate student success</li> <li>• Connect students with university services that address their individual challenges</li> <li>• Ensure that faculty and staff understand their roles and responsibilities in facilitating student success</li> </ul>	<p>A. Measures of completion success:</p> <ul style="list-style-type: none"> <li>○ Six-year graduation rate of first-time full-time freshman*</li> <li>○ Three-year graduation rate of transfer students holding an associate's degree</li> <li>○ Graduation rate of underrepresented groups</li> <li>○ Graduates per 100 student FTE enrolled*</li> </ul> <p>B. Measures of retention and progress:</p> <ul style="list-style-type: none"> <li>○ One-year first-time full-time and part-time freshman retention rate*</li> <li>○ Retention rate of underrepresented groups</li> <li>○ Total credits at graduation</li> </ul> <p>C. Measures of access to coursework:</p> <ul style="list-style-type: none"> <li>○ Dual enrollment credits and students*</li> <li>○ Distance education credits and students</li> </ul> <p>D. Measures of access to programs:</p> <ul style="list-style-type: none"> <li>○ Students in and graduates from (i) 2+2 programs, (ii) Bachelor of General Studies program, (iii) online programs, (iv) programs available on evening &amp; weekends</li> </ul> <p>E. Measures of support of enhanced learning:</p> <ul style="list-style-type: none"> <li>○ Classrooms with state-of-the-art technology</li> </ul> <p>F. Measures of campus climate/culture:</p> <ul style="list-style-type: none"> <li>○ NSSE survey on student perception of a supportive campus environment</li> </ul> <p>G. Measures of student perception of campus support and services:</p> <ul style="list-style-type: none"> <li>○ NSSE survey on academic advising</li> <li>○ NSSE survey on academic support</li> </ul> <p>H. Measures of student preparedness:</p> <ul style="list-style-type: none"> <li>○ Students requiring remedial coursework*</li> </ul> <p>I. Measures of student focus on educational goals:</p> <ul style="list-style-type: none"> <li>○ Scholarship dollars per student FTE</li> </ul> <p><i>*Measure required by the Idaho State Board of Education</i></p>	<p style="text-align: center;"><i>Under development</i></p>
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**PLANNING, POLICY AND GOVERNMENTAL AFFAIRS**  
**APRIL 19, 2012**

Boise State University  
 Strategic Plan 2012-17  
***Focus on Effectiveness***

<p><b>Goal 3:</b>  <b>Gain distinction as a doctoral research university.</b></p> <p><b>Strategies:</b></p> <ul style="list-style-type: none"> <li>• Recruit, retain, and support highly qualified faculty, staff, and students from diverse backgrounds</li> <li>• Identify and invest in areas of excellence with the greatest potential for economic, societal, and cultural benefit</li> <li>• Build infrastructure to keep pace with growing research and creative activity</li> <li>• Design systems to support and reward interdisciplinary collaboration</li> </ul>	<ul style="list-style-type: none"> <li>A. Measures of research funding:                             <ul style="list-style-type: none"> <li>○ Sponsored project funding</li> <li>○ Externally funded research expenditures</li> <li>○ Research personnel</li> </ul> </li> <li>B. Measures of scholarly output and impact:                             <ul style="list-style-type: none"> <li>○ Peer-reviewed publications</li> <li>○ Citations of Boise State publications</li> </ul> </li> <li>C. Measures of graduate program success:                             <ul style="list-style-type: none"> <li>○ Graduate program degrees and certificates awarded</li> <li>○ Doctoral degrees conferred</li> </ul> </li> <li>D. Measures of salary support:                             <ul style="list-style-type: none"> <li>○ Faculty salaries as a percent of discipline-based national median (AAUP)</li> </ul> </li> <li>E. Measures of student support:                             <ul style="list-style-type: none"> <li>○ Graduate assistantships</li> <li>○ Student financial aid met</li> </ul> </li> <li>F. Measures of infrastructure:                             <ul style="list-style-type: none"> <li>○ Square feet of research space per faculty member</li> </ul> </li> <li>G. Campus climate/culture:                             <ul style="list-style-type: none"> <li>○ Grants that are interdisciplinary</li> </ul> </li> </ul>	<p align="center"><i><b>Under development</b></i></p>
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**PLANNING, POLICY AND GOVERNMENTAL AFFAIRS**  
**APRIL 19, 2012**

Boise State University  
Strategic Plan 2012-17  
***Focus on Effectiveness***

<p><b>Goal 4:</b>  <b>Align university programs and activities with community needs.</b></p> <p><b>Strategies:</b></p> <ul style="list-style-type: none"> <li>• Include community impact in the creation and assessment of university programs and activities</li> <li>• Leverage knowledge and expertise within the community to develop mutually beneficial partnerships</li> <li>• Collaborate with external partners to increase Idaho students' readiness for and enrollment in higher education</li> <li>• Increase student recruitment, retention, and graduation in STEM disciplines</li> <li>• Evaluate our institutional impact and effectiveness on a regular basis and publicize the results</li> </ul>	<p>A. Measures of program alignment with community and state need:</p> <ul style="list-style-type: none"> <li>○ Degrees conferred in high demand disciplines</li> <li>○ Professional master's degrees conferred</li> </ul> <p>B. Measures of effective partnerships:</p> <ul style="list-style-type: none"> <li>○ Formal contractual collaborations with businesses</li> <li>○ Intellectual property disclosures</li> <li>○ Impact of the Idaho Small Business Development Center</li> </ul> <p>C. Measures of contribution to Idaho's level of education:</p> <ul style="list-style-type: none"> <li>○ Idaho residents admitted</li> <li>○ Idaho residents graduated</li> <li>○ Credit hours generated</li> <li>○ Graduates per citizen in service area</li> <li>○ Graduates from our Bachelor of General Studies program (designed for returning students)</li> <li>○ Participation in TRiO programs, such as Upward bound, CAMP, etc.</li> </ul> <p>D. Measure of STEM productivity:</p> <ul style="list-style-type: none"> <li>○ STEM retention rate relative to university rate</li> <li>○ STEM students enrolled</li> <li>○ STEM degrees conferred per year</li> <li>○ Proportion of total graduates receiving STEM degrees</li> </ul> <p>E. Measures of funded activity aligned with community need:</p> <ul style="list-style-type: none"> <li>○ Funding for Public Service Activities</li> <li>○ Sponsored project funding from state, local, and private sources</li> </ul>	<p style="text-align: center;"><i>Under development</i></p>
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**PLANNING, POLICY AND GOVERNMENTAL AFFAIRS**  
**APRIL 19, 2012**

Boise State University  
Strategic Plan 2012-17  
***Focus on Effectiveness***

<p><b>Goal 5:</b></p> <p>Transform our operations to serve the contemporary mission of the university.</p> <p><b>Strategies:</b></p> <ul style="list-style-type: none"> <li>• Reinvent our academic and business practices to improve service and efficiency</li> <li>• Simplify or eliminate policies and regulations that waste effort and resources</li> <li>• Invest in faculty and staff to develop key competencies and motivate top performance</li> <li>• Break down the silos that inhibit communication, collaboration, and creativity</li> <li>• Provide widespread and timely access to reliable and understandable data, and use it to drive decision-making across the university</li> <li>• Build an infrastructure to encourage and accommodate external funding, philanthropic support, private-sector relationships, and a diversity of funding models</li> <li>• Develop and implement a model for resource allocation that supports strategic goals and promotes innovation, effectiveness, and responsible risk-taking</li> </ul>	<p>A. Measures of reputation for fiscal responsibility and sustainability:</p> <ul style="list-style-type: none"> <li>○ Bond rating</li> <li>○ Giving rate among alumni and friends</li> </ul> <p>B. Measures of process efficiency:</p> <ul style="list-style-type: none"> <li>○ Degree completions per \$100,000 expense*</li> <li>○ Cost per credit hour delivered*</li> </ul> <p>C. Measures of organizational effectiveness:</p> <ul style="list-style-type: none"> <li>○ Usage of Data warehouse</li> <li>○ Satisfaction survey</li> </ul> <p>D. NSSE survey of climate/culture:</p> <ul style="list-style-type: none"> <li>○ Student rating of administrative personnel and offices</li> </ul> <p><i>*Measure required by the Idaho State Board of Education</i></p>	<p style="text-align: center;"><i>Under development</i></p>
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# **Idaho State University Strategic Plan**

## **Mapping Our Future: Leading in Opportunity and Innovation**

### **FY 2013-2017 Executive Summary**

## Idaho State University Strategic Plan FY 2013-2017

**Vision:** Leading in Opportunity and Innovation

### Mission

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

Idaho State University is a public research institution which serves a diverse population through its broad educational programming and basic, translational, and clinical research. Idaho State University serves and engages its communities with health care clinics and services, professional technical training, early college opportunities, and economic development activities. The University provides leadership in the health professions and related biomedical and pharmaceutical sciences, as well as serving the region and the nation through its environmental science and energy programs.

### STRATEGIC PLAN GOALS AND OBJECTIVES

**Goal 1: LEARNING AND DISCOVERY** – Idaho State University promotes an environment that supports learning and discovery through the many synergies that exist among teaching, learning, research and scholarly activities.

**Objective 1.1** ISU provides a rich learning environment, in and out of the classroom. (Consistent with SBOE Objectives 2B, 1D)

**Performance Measures**

- 1.1.1** Number of optional course delivery methods offered to meet student demand (e.g. online and hybrid courses).
- 1.1.2** Number of students participating in Career Path Internships and other experiential learning opportunities.
- 1.1.3** Number of high school students participating in ISU dual credit courses.

**Benchmarks:** Increase each measure by 3 percent over the next three years.

**Objective 1.2** ISU provides a dynamic curriculum to ensure programs are current, relevant, and meet student and workforce needs.

**Performance Measures:**

- 1.2.1** Number of faculty who have developed new courses or revised existing courses within the past three years.

**PLANNING, POLICY AND GOVERNMENTAL AFFAIRS**  
**APRIL 19, 2012**

ISU FY 2013-2017 Strategic Plan (Rev. 4-3-12)

**1.2.2** Number of programs begun, expanded, or closed in response to changing student interest or workforce needs.

**Benchmark:** All current programs are reviewed and revised as needed at least once every five years; programs being added or deleted are strategic decisions and tied to workforce needs of the state.

**Objective 1.3** Undergraduate and graduate students participate in undergraduate teaching. (Consistent with SBOE Objectives 2B, 2C, 3A)

**Performance Measures**

**1.3.1** Number of graduate assistantships and fellowships with teaching responsibilities.

**1.3.2** Number of students employed as English, math, and content area tutors.

**Benchmark:** Increase number of opportunities for students to participate in undergraduate teaching by 5 percent over the next five years.

**Objective 1.4** Undergraduate and graduate students engage in research and creative/scholarly activity. (Consistent with SBOE Objectives 2B)

**Performance Measures**

**1.4.1** Number of students who have participated in research with a faculty member.

**1.4.2** Number of students who have participated in ISU's research symposia.

**Benchmark:** Increase the number of students participating in research and creative/scholarly activity by 3 percent per year.

**Objective 1.5** The core faculty is actively engaged in research and creative/scholarly activity. (Consistent with SBOE Objectives 2A)

**Performance Measures**

**1.5.1** Faculty scholarly productivity, as demonstrated by the number of publications, juried shows, exhibits, performances, and other scholarly activities.

**1.5.2** Number of proposals submitted for external funding and total amount of funding received.

**Benchmark:** Increase the output of faculty scholarly productivity by 3 percent per year.

**Objective 1.6** Graduates of ISU's programs are well prepared to enter the workforce and/or continue their education at the graduate and professional levels. (Consistent with SBOE Objectives 1B, 1C, 1D)

**Performance Measures**

**1.6.1** Pass rates on professional licensure and certification exams.

**1.6.2** Placement rates of graduates from academic professional, and professional-technical programs.

**Benchmark:** Maintain pass rates at or above the national averages.

**Goal 2: ACCESS AND OPPORTUNITY** – Idaho State University provides diverse opportunities for students with a broad range of educational preparation and backgrounds to enter the University and climb the curricular ladder so that they may reach their intellectual potential and achieve their goals and objectives.

**Objective 2.1** Support services provided to enhance retention are utilized by students. (Consistent with SBOE Objectives 1B,1C,1D)

**Performance Measures**

- 2.1.1** Annual number of advisor contacts with students occurring through central academic advising.
- 2.1.2** Number of freshmen students who participate in First Year Seminar and ACAD courses.
- 2.1.3** Average amount of need-based and merit-based financial aid/scholarships awarded to students.
- 2.1.4** Number of student visits to content area tutoring, math and writing centers.

**Benchmark:** Retention rates of full-time undergraduate students who use central advising, tutoring, and other student support services will meet or exceed those of students who have not or rarely used these services.

**Objective 2.2** Students' progression from initial enrollment to graduation is monitored, and efforts to increase enrollment and retention are in place (e.g., targeted recruitment, optimal scheduling of courses, early warning system to help students in need, etc.). (Consistent with SBOE Objectives 1B, 1D)

**Performance Measures** (red text indicates SBOE-required measures for all strategic plans)

- 2.2.1** Average time to degree completion by college for full-time and part-time students.
- 2.2.2** Retention rates from freshman to sophomore and sophomore to junior years, for full-time and part-time students.
- 2.2.3** Total number of undergraduate certificates and degrees awarded by level, CIP code, and per 100 FTE undergraduate students.
- 2.2.4** Total number of graduate certificates and degree awarded by level and CIP code.
- 2.2.5** Cost per credit hour to deliver undergraduate education.
- 2.2.6** Completion of undergraduate certificates (1 year or greater) and degrees per \$100,000 of education and related spending (i.e., full cost of instruction and student services, plus the portion of institutional support and maintenance assigned to instruction).

**Benchmarks:** Increase all student progression variables by 5 percent over next three years to achieve rates of ISU's peer institutions.

**Objective 2.3** Students who require remedial coursework are successful in completing their certificate or degree programs. (Consistent with SBOE Objective 1D)

**Performance Measures**

- 2.3.1** Number of first-time freshmen who graduated from an Idaho high school in the previous year requiring remedial education.
- 2.3.2** Percent of students who successfully complete required remedial courses.
- 2.3.3** Retention rates of students who complete required remedial courses.

**Benchmark:** Retention rates of first-time, full-time students who complete remedial coursework will increase by 5 percent over the next three years.

**Objective 2.4** Students who enter with college credits earned while in high school (dual credit) are successful in completing their certificate or degree programs. (Consistent with SBOE Objectives 1A, 1B, 1D)

**Performance Measures**

- 2.4.1** Total number of students enrolled in ISU's Early College program, and total number of credits earned.
- 2.4.2** Retention and graduation rates of college students who participated in ISU's Early College program and subsequently enroll at ISU.

**Benchmark:** Retention and graduation rates of first-time, full-time students who enter college with ISU college credits earned while in high school will meet or exceed those of students who have not earned ISU dual credits while in high school (Note: the impact of initiatives to increase graduation rates will not be observable until at least 4 years from year students are first enrolled full-time).

**Objective 2.5** Accommodations are made to assist students who leave the institution (“stop out”) and return. (Consistent with SBOE Objectives 1B,1C,1D)

**Performance Measures**

**2.5.1** Number of contacts with students who fail to register for a subsequent semester.

**2.5.2** Percent of students who “stop out” and later return to the University within 3 years.

**Benchmark:** The percent of students who “stop out” and subsequently return to ISU will increase by 5 percent over the next five years.

**Objective 2.6** Students participate in community and service learning projects and activities, student organizations, and learning communities. (Consistent with SBOE Objective 1D)

**Performance Measures**

**2.6.1** Number of courses offering, and annual number of students enrolled in, community or service learning projects/activities.

**2.6.2** Number of student organizations, and annual number of students participating in those organizations.

**Benchmark:** Retention and graduation rates of full-time undergraduate students who participate in community and service learning projects will meet or exceed those of students who do not participate in such activities.

**Goal 3 THREE: LEADERSHIP IN THE HEALTH SCIENCES** – Idaho State University values its established leadership in the health sciences with primary emphasis in the health professions. We offer a broad spectrum of undergraduate, graduate, and postgraduate training. We deliver health-related services and patient care throughout the State in our clinics and postgraduate residency training sites. We are committed to meeting the health professions workforce needs in Idaho. We support professional development, continuing education, and TeleHealth services. We are active in Health Sciences research.

**Objective 3.1** A broad array of health professions certificate and degree programs are offered, many statewide. (Consistent with SBOE Objective 1D)

**Performance Measures**

**3.1.1** Number of certificate and degree programs offered, and number of students enrolled, in ISU’s health professions programs.

**3.1.2** Percent of graduates of ISU health professions programs who obtain employment in Idaho.

**3.1.3** Pass rates on clinical licensure and certification exams in the Health Professions.

**Benchmark:** Strong enrollment, retention, and graduation rates will be maintained in ISU’s health professions programs.

**Objective 3.2** ISU serves the State, the public, and its health professions students through its clinics and other community health venues. (Consistent with SBOE Objective 1D)

**Performance Measures**

**3.2.1** Number and location of ISU clinics and clinical services, number of patient visits, and number of students and faculty participating.

**3.2.2** Number of individuals served by ISU's community health fairs and screening events.

**Benchmark:** Number of people served by ISU's clinics, health fairs, and other clinical services will increase by 5 percent over the next three years.

**Objective 3.3.** ISU faculty and students engage in basic, translational, and clinical research in the health sciences. (Consistent with SBOE Objectives 2A, 2B)

**Performance Measures**

**3.3.1** Number of faculty actively engaged in research in the health and biomedical sciences.

**3.3.2** External funding received for health-related and biomedical research.

**3.3.3** Number of students participating in clinical research as part of their degree program.

**Benchmark:** Funding to support faculty and student research activity in the health sciences will increase by 3 percent per year.

**Goal 4: COMMUNITY ENGAGEMENT AND IMPACT** – Idaho State University, including its outreach campuses and centers, is an integral component of the local communities, the State and the intermountain region, and benefits the economic health, business development, environment, and arts and culture in the communities it serves.

**Objective 4.1** ISU directly contributes to the economic well being of the State, region, and communities it serves (Consistent with SBOE Objective 3A).

**Performance Measure:**

**4.1.1** Total economic impact of the University.

**Benchmark:** Total economic impact will increase by 5 percent over the next five years.

**Objective 4.2** Campus resource conservation efforts have been initiated; and students and faculty conduct research in the areas of environment and in energy to benefit the State (Consistent with SBOE Objectives 2A, 3A).

**Performance Measure:**

**4.2.1** Resource conservation efforts initiated.

**4.2.2** Summary of the educational efforts and faculty research related to the environment and energy that benefit the communities ISU serves and the State.

**Benchmark:** ISU's efforts to conserve campus resources will continue to be developed.

**Objective 4.3** ISU participates in formal and informal partnerships with other entities and stakeholders (Consistent with SBOE Objective 3C).

**Performance Measure:**

**4.3.1** Number/list of active ISU partnerships, collaborative agreements, and contracts with public agencies and private entities in the State.

**Benchmark:** Number of partnerships, collaborative agreements, and contracts will increase by 5 percent over the next five years.

**Goal 5: STEWARDSHIP OF INSTITUTIONAL RESOURCES** – The University has policies and procedures in place to ensure the effective and efficient use of its internal resources to address its infrastructure requirements and to meet the needs of its various constituent groups.

**Objective 5.1** The institution collects, analyzes, and disseminates critical data; and uses this information to make informed decisions (Consistent with SBOE Objectives 3B).



# PLANNING, POLICY AND GOVERNMENTAL AFFAIRS

## APRIL 19, 2012

ISU FY 2013-2017 Strategic Plan (Rev. 4-3-12)

### **Performance Measures:**

**5.1.1** Number of critical reports available on Banner/Argos for internal use by relevant constituent groups.

**5.1.2** Number of external reports routinely generated by the Office of Institutional Research.

**Benchmark:** Reports will be generated in a timely manner and prioritized as necessary to meet the requests from internal constituents and requirements of external agencies and organizations (e.g., SBOE, DFM, OCR, NCES, auditors, etc.).

**Objective 5.2** The institution continually assesses and periodically reviews its utilization of resources (Consistent with SBOE Objectives 3A, 3C).

### **Performance Measure:**

**5.2.1** Number of non-academic and co-curricular program reviews completed each year.

**Benchmark:** All non-academic and co-curricular programs will be reviewed and revised as necessary at least once every five years.

## **Key External Factors**

### **(BEYOND DIRECT CONTROL OF IDAHO STATE UNIVERSITY)**

### **Funding**

Many Idaho State University strategic goals and objectives assume on-going and sometimes substantive additional levels of State legislative appropriations. Availability of state revenues, upon which appropriation levels depend, can be uncertain from year to year. Similarly, while gubernatorial and legislative support for ISU efforts are significant, priorities set by those bodies vary from year to year, affecting planning for institutional initiatives and priorities. When we experience several successive years of deep reductions in state appropriated funding, as has occurred recently, it makes it increasingly difficult to plan for and implement strategic growth. In addition, the Workload Adjustment funding often is not appropriated each year which negatively affects strategic growth. Given the recent reductions in appropriations over the past several years, the University has increased efficiency to maintain existing levels of resources necessary to support instruction, research, and key services.

### **Legislation/Rules**

Beyond funding considerations, many institutional and SBOE policies are embedded in state statute or rule and are not under institutional or SBOE control. Changes to statute and rule desired by the institution are accomplished according to state guidelines. As with SBOE rules, rules require public notice and opportunity for comment, gubernatorial support, and adoption by the Legislature. Proposed legislation, including both one-time and ongoing requests for appropriated funding, must be supported by the Governor, gain approval in the germane legislative committees, and pass both houses of the Legislature. The recent SBOE 60% Goal, and the legislation passed this year to encourage students to complete the requirements for an associate degree ("8 in 6") at the time of their high school graduation, are both unfunded mandates that require institutions to increase the number of dual credit courses, one-year certificates, and associate degrees available to students. At the same time the high school

# **PLANNING, POLICY AND GOVERNMENTAL AFFAIRS**

## **APRIL 19, 2012**

ISU FY 2013-2017 Strategic Plan (Rev. 4-3-12)

graduation requirements have increased, which likely will reduce the time high school teachers have to teach dual credit classes.

### **Institutional and Specialized Accreditation Standards**

The Northwest Commission on Colleges and Universities (NWCCU), our regional accreditation body, recently initiated a new 7-year review cycle and a set of new standards. For this first cycle, ISU must complete the 7-year cycle in four years, with a report due in September 2011, 2012, 2013, and 2014, with on-campus visits by a review team in fall 2012 and 2014. ISU's revised mission statement and Core Themes were approved by the Board in February 2012. ISU's four Core Themes derive from its revised mission, and for each Core Theme there are set of outcome based objectives, with a set of indicators for each objective. The ISU Strategic Plan has been revised to reflect and integrate with the mission statement and Core Themes. Similarly, the specialized accrediting bodies for our professional programs periodically make changes to their accreditation standards and requirements, which we must address. ISU has the largest number of degree programs with specialized accreditation among the state institutions, which significantly increases the workload in these programs due to the requirements for data collection and preparation of periodic reports.

### **Federal Government**

A great deal of educational and extramural research funding for ISU and the SBOE is provided by the federal government. Funding is often tied to specific federal programs and objectives, and therefore can greatly influence both education policy and extramurally-funded research agendas at the state and the institutional levels. While the influx of federal stimulus funds provided a certain buffer for FY 2010, the loss of the bulk of stimulus funds for FY 2011 severely mitigated even short term positive impacts that the stimulus funding had. The recent decrease in funding for Pell Grants will have a negative impact on need-based financial aid for our students.

### **Local/Regional/National/Global Economic Outlook**

Conventional wisdom has long tied cyclic economic trends to corresponding trends in higher education enrollments. While some recent factors have caused this long relationship to be shaken in terms of funding students have available for higher education, in general the perceived and actual economic outlooks experienced by students continues to affect both recruitment into our colleges and universities as well as degree progress and completion rates. A greater proportion of our students must work and therefore are less able to complete their education in a timely manner. As commodities prices for a range of items from food to fuel continue to experience volatility, we can expect students' economic experiences to continue to affect their ability and willingness over the short term to engage higher education. While the current recessionary trends in the state economy show signs of rebounding, it is difficult to make accurate projections for student.

**PLANNING, POLICY AND GOVERNMENTAL AFFAIRS**  
**APRIL 19, 2012**

ISU FY 2013-2017 Strategic Plan (Rev. 4-3-12)

**Regional and National Demographic Trends**

As with economic trends, demographic trends throughout the region and nation continue to affect both recruitment into higher education, as well as a range of progress and completion issues. These changing social demographics and the corresponding changes in our student and prospective student demographics will make it increasingly important for ISU to critically examine our range of services and functions and to continue to refine them to better serve the range of constituencies within our institution and larger communities.

**PLANNING, POLICY AND GOVERNMENTAL AFFAIRS  
APRIL 19, 2012**

ISU FY 2013-2017 Strategic Plan (Rev. 4-3-12)

<div>  <p><b>Idaho State</b> UNIVERSITY</p> </div>		ISU STRATEGIC PLAN GOALS				
		Learning and Discovery.	Access and Opportunity.	Leadership in the Health Sciences.	Community Engagement and Impact.	Stewardship of Institutional Resources.
RELEVANT STATE BOARD OF EDUCATION OBJECTIVES	Set policy and advocate for increasing access for individuals of all ages, abilities, and economic means to Idaho's P-20 educational system.	✓	✓	✓		
	Increase the educational attainment of all Idahoans through participation and retention in Idaho's educational system.	✓	✓	✓		
	Improve the processes and increase the options for re-integration of adult learners into the education system.	✓	✓	✓	✓	
	Improve the ability of the educational system to meet educational needs and allow students to efficiently and effectively transition into the workplace.	✓	✓	✓	✓	✓
	Increase research and development of new ideas into solutions that benefit society.	✓	✓	✓	✓	✓
	Educate students who will contribute creative and innovative ideas to enhance society.	✓	✓	✓	✓	
	Increase student performance through the recruitment and retention of a diverse and highly qualified workforce of teachers, faculty, and staff.	✓	✓	✓		✓
	Increase productivity and cost-effectiveness.	✓	✓	✓		✓
	Increase the quality, thoroughness, and accessibility of data for informed decision-making and continuous improvement of Idaho's educational system.	✓		✓		✓
	Create cross institutional collaboration designed to consolidate services and reduce costs in non-competitive business processes.			✓	✓	✓



# Lewis-Clark State College

## Strategic Plan

Submitted March 19, 2012

**FY2013-2017**

## Lewis-Clark State College

### Strategic Plan FY2013-2017

#### VISION STATEMENT

Unique among Idaho's institutions of higher education, LCSC will fulfill the SBOE vision of a seamless public education system by integrating traditional baccalaureate programs, professional-technical training programs, and community college and community support programs within a single institution, serving diverse needs within a single student body, and providing outstanding teaching and support by a single faculty and administrative team. LCSC's one-mission, one-team approach will prepare citizens from all walks of life to make the most of their individual potential and contribute to the common good by fostering respect and close teamwork among all Idahoans. Sustaining a tradition that dates back to its founding as a teacher training college in 1893, LCSC will continue to place paramount emphasis on quality of instruction—focusing on the quality of the teaching and learning environment for traditional and non-traditional academic classes, professional-technical education, and community instructional programs. Lewis-Clark students' personalized instruction will be complemented by personal application of knowledge and skills in the real world, as embodied in the College's motto: "*Connecting Learning to Life*." LCSC will be an active partner with the K-12 school system, community service agencies, and private enterprises and will support regional economic and cultural development. LCSC will strive to sustain its tradition as the most accessible four-year higher-education institution in Idaho by rigorously managing program costs; student fees; housing, textbook, and lab costs; and financial assistance to ensure affordability. LCSC will vigorously manage the academic accessibility of its programs through accurate placement, use of student-centered course curricula, and constant oversight of faculty teaching effectiveness. LCSC will nurture the development of strong personal values and will emphasize teamwork to equip its students to become productive and effective citizens who will work together to make a positive difference in the state, the nation, and the world.

## MISSION STATEMENT

LCSC's official role and mission statement and core themes (approved by the SBOE February 16, 2012) are provided below:

Lewis-Clark State College is a regional state college offering instruction in the liberal arts and sciences, professional areas tailored to the educational needs of Idaho, applied technical programs which support the local and state economy and other educational programs designed to meet the needs of Idahoans.

### **Core Themes:**

#### **Core Theme One: Connecting Learning to Life Through Academic Programs**

The first segment of the three part mission of Lewis-Clark State College is fulfilled under aegis of Academic Programs. This theme guides the offering of undergraduate instruction in the liberal arts and sciences and professional programs tailored to the educational needs of Idaho.

#### **Core Theme Two: Connecting Learning to Life Through Professional-Technical Programs.**

The second segment of the three part mission of Lewis-Clark State College is fulfilled under the aegis of Professional-Technical Programs. LCSC functions under this theme by offering an array of credit and non-credit educational experiences that prepare skilled workers in established and emerging occupations that serve the region's employers.

#### **Core Theme Three: Connecting Learning to Life Through Community Programs.**

The third and last theme of Lewis-Clark State College is fulfilled through Community Programs. The primary function of Community Programs is to provide quality delivery of outreach programs and services to students, customers and communities throughout Region II as well as degree completion programs in Region I.

**Primary Emphasis Areas:** (The SBOE is currently reconsidering the primary emphasis areas for each of Idaho's four-year institutions.)

**LCSC's primary emphasis areas (approved by the SBOE in 1998) are provided below:**

#### **1. Type of Institution**

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

#### **2. Programs and Services (listed in order of emphasis)**

- **Baccalaureate Education:** Offers a wide range of baccalaureate degrees and some qualified professional programs.
- **Associate Education:** Offers a wide range of associate degrees and some qualified professional programs.
- **Certificates/Diplomas:** Offers a wide range of certificates and diplomas.
- **Distance Learning:** Uses a variety of delivery methods to meet the needs of diverse constituencies.
- **Technical and Workforce Training:** Offers a wide range of professional, technical and outreach programs.
- **Continuing Education:** Provides a variety of life-long learning opportunities.
- **Research:** Conducts select coordinated and externally funded research studies.

**3. Constituencies Served:** The institution serves students, business and industry, the professions, and public sector groups primarily within the region and throughout the state, as well as diverse and special constituencies. Lewis-Clark State College works in collaboration with other state and regional postsecondary institutions in serving these constituencies.

**Goal I: A Well Educated Citizenry**

*Lewis-Clark State College supports the Idaho State Board of Education's efforts to provide opportunities for individual advancement.*

**SBOE Objective A: ACCESS** - Support the Idaho State Board of Education's efforts to improve access for individuals of all ages, abilities, and economic means to Idaho's educational system.

**Performance Measures:**

- High school students participating in concurrent enrollment programs (headcount and total credit hours)  
**Cases Served:** Annual Enrollment - 1,300  
Annual Total Credit Hours - 6,000
- Scholarship dollars awarded per student FTE  
**Benchmark:** \$1,700

**SBOE Objective B: Higher Level of Educational Attainment** - Support the Idaho State Board of Education's efforts to increase the postsecondary completion rate.

**Performance Measures:**

- The number of degrees and certificates awarded per 100 FTE undergraduate students enrolled  
**Benchmark:** 19
- First-year/ full-time cohort retention rate  
**Benchmark:** 60%



**PLANNING, POLICY AND GOVERNMENTAL AFFAIRS**  
**APRIL 19, 2012**

- First-year/ full-time cohort 150% graduation rate  
**Benchmark:** 30%
- Number of first-time freshmen who graduated from an Idaho high school in the previous year requiring remedial education  
**Cases Served:** 127

**SBOE Objective C: Adult Learner Re-Integration** - Support the Idaho State Board of Education's efforts to improve the processes and increase the options for re-integration of adult learners into the education system.

**Performance Measures:**

- Percentage of people served by the Center for New Directions who enter an education or training program  
**Benchmark:** 60%
- Number of GED certificates awarded  
**Benchmark:** 500

**SBOE Objective D: Transition** - Support the Idaho State Board of Education's efforts to improve the ability of the educational system to meet educational needs and allow students to efficiently and effectively transition into the workforce.

**Performance Measures:**

- First-time licensing/ certification exam pass rates for professional programs  
**Benchmark:** Meet or exceed national average
- Percentage of responding LCSC graduates with positive placement  
**Benchmark:** 90% of responding LCSC graduates will have positive placement

**Goal 2: Critical Thinking and Innovation**

*Lewis-Clark State College supports the Idaho State Board of Education's efforts to provide an environment for the development of new ideas, and practical and theoretical knowledge to foster the development of individuals who are entrepreneurial, broadminded, and think critically, and are creative.*

**SBOE Objective A: Critical Thinking, Innovation, and Creativity-**  
Support the Idaho State Board of Education's efforts to increase research and development of new ideas into solutions that benefit society

**Performance Measures:**

- Institution funding from competitive grants  
**Benchmark:** \$2.0m

- ETS Proficiency Profile critical thinking construct  
**Benchmark:** LCSC will score at the 80<sup>th</sup> percentile or better of comparison participating institutions (Carnegie Classification-Baccalaureate Diverse) on the ETS Proficiency Profile critical thinking construct.

**SBOE Objective B: Innovation and Creativity** - Support the Idaho State Board of Education's efforts to educate students who will contribute creative and innovative ideas to enhance society.

**Performance Measures:**

- Number of students participating in internships or undergraduate research  
**Benchmark:** 250
- The number of presentations at the LCSC Senior Research Symposium  
**Benchmark:** 155 presentations

**SBOE Objective C: Quality Instruction**- Support the Idaho State Board of Education's efforts to increase student performance through the recruitment and retention of a diverse and highly qualified workforce of teachers, faculty, and staff.

**Performance Measure - Classified Staff:**

- State of Idaho Classified Staff Pay Schedule

**Benchmark:** Classified Staff pay will be 90% of Policy.

**Performance Measure - Professional Staff (Administrative):**

- College and University Professional Association for Human Resources (C.U.P.A.) - Administrative Salary Survey

**Benchmark:** Compensation for professional staff (Administrative) will be 90% of the average C.U.P.A. Administrative Salary Survey median for institutions in the same budget quartile as Lewis-Clark State College

**Performance Measure- Professional Staff (Mid-level and Professional):**

- C.U.P.A. Mid-Level and Professional Salary Survey

**Benchmark:** Compensation for professional staff (mid-level and professional) will be 90% of average C.U.P.A. Mid-Level and Professional Survey median for institutions in the same budget quartile as Lewis-Clark State College.

**Performance Measure- Instructional Personnel:**

- Integrated Postsecondary Education Data System (IPEDS), Human Resources Report

**Benchmark:** Compensation for instructional personnel will be 90% of the average of peer institutions by academic rank as reported by IPEDS.

**Performance Measure:**

- Number of Idaho teachers who are certified each year by specialty and meet the Federal Highly Qualified Teacher definition

**Benchmark:** The percentage of first-time students passing the PRAXIS II will exceed 90%.

**GOAL 3: Effective and Efficient Delivery Systems** – *Lewis-Clark State College supports the Idaho State Board of Education's efforts to ensure educational resources are used efficiently.*

**SBOE Objective A: Cost Effective and Fiscally Prudent** – Support the Idaho State Board of Education's efforts to Increase productivity and cost-effectiveness.

**Performance Measures:**

- Cost per credit hour to deliver undergraduate instruction.

**Benchmark:** Less than or equal to the average of peers selected and approved by SBOE.\*

\*Since undergraduate and graduate financial data for peers cannot be separated from reported expenses, only those peers that do not have graduate programs will be used in the comparison. Those schools were Bluefield State College, Dickinson State University, University of Maine at Farmington, and University of Minnesota-Crookston. Data sources are the IPEDS 2008-09 12 Month Enrollment Report and the 2008-09 Finance Report.

- Certificate (at least one year) and degree completions per \$100,000 of education and related spending

**Benchmark:** 2.5

- Average number of credits earned at completion of certificate or degree program.

**Benchmark:** Associates- 60 (SBOE Benchmark)

**Benchmark:** Bachelors - 140 (SBOE Benchmark)

- Institutional reserves comparable to best practice.

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

**SBOE Objective B: Data-Driven Decision Making** - Support the Idaho State Board of Education's efforts to increase the quality, thoroughness, and accessibility of data for informed decision-making and continuous improvement of Idaho's educational system.

**Performance Measure:**

- LCSC will support the development of a P-20 to workforce longitudinal data system with the ability to access timely and relevant data.

**Benchmark:** Completed by 2015.

**SBOE Objective C: Administrative Efficiencies** – Support the Idaho State Board of Education’s efforts to create cross-institutional collaboration designed to consolidate services and reduce costs in non-competitive business processes.

**Performance Measures:**

- Number of collaborative projects and amount of cost savings.

**Benchmark:** 10 (SBOE Benchmark)

**Objective D: Educational Efficiencies**-Increase LCSC’s use of distance learning to improve efficient use of resources.

**Performance Measure:**

- Annual end-of-term duplicated headcount for students enrolled in web, hybrid, and lecture/web-enhanced courses

**Benchmark:** 8,000

**Key External Factors**

(Beyond control of Lewis-Clark State College):

**Funding:**

Historically, Lewis-Clark State College strategic goals and objectives assumed on-going and sometimes significant additional levels of State legislative appropriations provided through the SBOE. The reduced availability of State revenues (for appropriation), gubernatorial, and legislative support for some initiatives has had an impact. Lewis-Clark State College has addressed the funding issues through the institution’s planning process and has ensured that core functions of the College have been preserved.

**Legislation/Rules/Policy:**

Beyond funding considerations, many education policies are embedded in State statute, rule, or SBOE policy and not under the control of LCSC.

**Federal Government:**

A great deal of educational funding is provided by the federal government. Funding for higher education is subject to congressional and executive support. The requirements of HEOA (2008) require additional costs to comply with expanded reporting requirements.

**Economy:**

Historically, weak economic performance indicators have translated into increased student numbers. The decline in the availability of well-paying jobs will lead many potential students to choose education over employment. This will further challenge institutional resources. Additionally, many of those students entering LCSC as a result of poor economic performance will require financial assistance and close advising to sustain their enrollment.

Successful transition to the workforce is not just a reflection of the quality of educational programs but also a function of the availability of jobs. The prevailing economic climate will adversely impact the percentage of LCSC graduates who find employment.



**College of Southern Idaho  
Strategic Plan  
2013 – 2018**

*“Rethink, Reimagine & Retool!”*

**Statutory Authority**

The College of Southern Idaho Strategic Plan has been approved by the CSI Board of Trustees. The statutory authority and the enumerated general powers and duties of the Board of Trustees of a junior (community) college district are established in Sections 33-2101, 33-2103 to 33-2115, Idaho Code.

*Approved by the College of Southern Idaho Board of Trustees on 03/26/2012*



## Mission Statement

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

## Vision

College of Southern Idaho shapes the future through its commitment to student success, lifelong learning, and community enrichment.

## Core Values

The following core values, principles, and standards guide our vision and conduct:

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



### Core Themes\*

- 1. Transfer Education**
- 2. Professional-Technical Education**
- 3. Basic Skills Education**
- 4. Community Connections**

### Strategic Initiatives • 2013 - 2018

- I. Student Learning and Success**
- II. Responsiveness**
- III. Performance and Accountability**

### Strategic Goals • 2013 - 2018

1. Demonstrate a continued commitment to and shared responsibility for student learning and success
2. Meet the diverse and changing needs and expectations of our students and the community we serve
3. Support employee learning, growth, wellness, and success
4. Commit to continuous improvement and institutional effectiveness

\* Core Themes were developed as part of the Northwest Commission on Colleges and Universities (NWCCU) accreditation process (Standard One). Merging Core Themes and Strategic Initiatives into one document allows the College to focus its planning efforts while meeting Idaho Code, SBOE and DFM guidelines, as well as NWCCU accreditation standards.



## Core Themes and Objectives\*

### *Core Theme 1: Transfer Education*

**Objective:** To prepare students intending to transfer and who earn an Associate of Arts, Associate of Science, or Associate of Engineering degree for success at the baccalaureate level.

### *Core Theme 2: Professional-Technical Education*

**Objective:** To prepare students for entry into a job or profession related to their field of preparation and study.

### *Core Theme 3: Basic Skills Education*

**Objective:** To provide developmental courses in math, reading, writing, grammar, vocabulary, spelling, and English as a second language to assist students who need to raise existing skills to college-level competency.

### *Core Theme 4: Community Connections*

**Objectives:** To meet the economic development and non-credit educational, social, cultural, and community support needs of the eight-county service region by making the college's human and physical resources available, including facilities and the expertise of faculty and staff.

\*Each Objective under the Core Themes has Indicators of Achievement defined. These Indicators of Achievement can be found in the Core Theme planning documents.





## Strategic Initiatives, Goals, Objectives, Performance Measures, and Benchmarks

### *Strategic Initiative I: Student Learning and Success*

#### **1. Goal: Demonstrate continued commitment to and shared responsibility for student learning and success**

##### ***Objectives:***

- 1.1. Provide quality educational programs and experiences that prepare students to reach their educational and career goals
- 1.2. Maintain high standards for student learning, performance, and achievement – academic rigor and integrity
- 1.3. Continually improve the quality and effectiveness of teaching and support services
- 1.4. Identify and reduce barriers to student learning, and develop clear pathways to student success
- 1.5. Develop students' intellectual curiosity and subject matter competence, as well as communication, critical thinking, creative problem-solving, interpersonal, and leadership skills
- 1.6. Encourage meaningful engagement and social responsibility
- 1.7. Ensure that our students gain the knowledge, skills, perspectives, and attitudes necessary to thrive in a global society and become responsible global citizens
- 1.8. Continue to improve educational attainment (persistence, retention, degree/certificate completion, transfer) and achievement of educational and career goals
- 1.9. Maintain a healthy, safe, and inviting learning environment that is conducive to learning
- 1.10. Develop and maintain mutually beneficial partnerships with K-12 schools, community colleges, four-year institutions, employers, industry, and other public and private entities that will allow us to help our students reach their educational and career goals

***Performance Measure:*** Student engagement

***Benchmark:*** Academic challenge - CCSSE<sup>1</sup> survey results will demonstrate academic challenge ratings at or above the national comparison group  
Student effort - CCSSE survey results will demonstrate student effort ratings at or above the national comparison group  
Active and collaborative learning - CCSSE survey results will demonstrate active and collaborative learning ratings at or above the national comparison group

<sup>1</sup> CCSSE – Community College Survey of Student Engagement



*Performance Measure:* Retention/persistence rates

*Benchmark:* CSI's first-time full-time retention rate will be at or above the median for its IPEDS<sup>2</sup> peer group

*Performance Measure:* Technical skills attainment

*Benchmark:* At least 92% of PTE concentrators will pass a state approved Technical Skill Assessment (TSA) during the reporting year

*Performance Measure:* Licensure and certification pass rates

*Benchmark:* Maintain licensure and certification rates at or above state or national rates for all programs with applicable exams (and where the national/state rates are available)

*Performance Measure:* Employment status of professional-technical graduates

*Benchmark:* At least 95% of PTE completers will achieve a positive placement in the second quarter after completing the program

*Performance Measure:* Graduation rates

*Benchmarks:* CSI's first-time full-time graduation rate will be at or above the median for its IPEDS peer group  
The number of degrees and certificates awarded will increase by 3% per year

*Performance Measure:* Transfer rates

*Benchmarks:* CSI's transfer-out rate will be at or above the median for its IPEDS peer group  
The number of students transferring with a CSI degree will increase by 2% per year

## *Strategic Initiative II: Responsiveness*

**2. Goal: Meet the diverse and changing needs and expectations of our students and the community we serve**

### *Objectives:*

2.1. Meet the diverse and changing *needs and expectations of our students*

2.1.1. Offer quality educational programs and support services that meet the needs of students with diverse backgrounds, preparation levels, abilities, and educational objectives

2.1.2. Maintain access and support student success

2.1.3. Provide university parallel curriculum for transfer students, state-of-the-art programs of professional-technical education, as well as

<sup>2</sup> IPEDS – Integrated Postsecondary Education Data System



- appropriate developmental education, continuing education, and enrichment programs
- 2.2. Meet the diverse and changing needs and expectations of employers in the area
    - 2.2.1. Provide workforce training and development, and industry certifications
    - 2.2.2. Ensure that the curricula provide the skills, knowledge, and experiences most needed by employers
  - 2.3. Meet the diverse and changing needs and expectations of the community we serve
    - 2.3.1. Provide lifelong learning opportunities
    - 2.3.2. Serve as an engine for economic, social, and cultural development

*Performance Measure:* Enrollment and Full-Time Equivalency (FTE) - end-of-term unduplicated headcount, end-of-term total FTE, end-of-term academic FTE, end-of-term professional-technical FTE, annual unduplicated dual credit enrollment, annual dual credit FTE, end-of-term unduplicated developmental enrollment, end-of-term developmental FTE, annual non-credit workforce training enrollment, annual continuing education enrollment

*Benchmark:* Overall headcount will increase by 2% a year  
Overall FTE will increase by 1% a year

*Performance Measure:* Affordability - tuition and fees

*Benchmark:* Maintain tuition and fees, both in-state and out-of-state, at or below that of our peer institutions (defined as community colleges in Idaho)

*Performance Measure:* Student satisfaction rates

*Benchmarks:* Student satisfaction – CCSSE survey results will demonstrate that over 90% of students would recommend CSI to a friend  
Student satisfaction – CCSSE survey results will demonstrate that over 90% of students will evaluate their entire experience at CSI “Excellent” or “Good”

*Performance Measure:* Employer satisfaction with PTE graduates

*Benchmark:* Survey results will demonstrate an overall (80% or higher) employer satisfaction with PTE graduates

### Strategic Initiative III: Performance and Accountability

#### 3. Goal: Support employee learning, growth, wellness, and success

##### *Objectives:*

- 3.1. Recruit and retain faculty and staff who are committed to student learning and success



- 3.2. Support employees by providing the necessary information, resources, tools, training, and professional development needed to do their jobs effectively
- 3.3. Expect and reward competence, performance, excellent customer service, and contributions to the attainment of the institution's mission, goals, and objectives
- 3.4. Maintain competitive faculty and staff compensation that is comparable to that of our peer institutions
- 3.5. Improve the health and well-being of employees through health education and activities that support positive lifestyle changes, thereby resulting in improved morale, productivity, and healthcare cost savings

*Performance Measure:* Student-faculty interaction - CCSSE survey results will demonstrate student-faculty interaction ratings at or above the national comparison group

*Benchmark:*

Support for learners - CCSSE survey results will demonstrate ratings for learner support at or above the national comparison group

Employee compensation competitiveness  
CSI employee salaries will be at the median or above for comparable positions in the Mountain States Community College survey

#### **4. Goal: Commit to continuous improvement and institutional effectiveness**

##### ***Objectives:***

- 4.1. Ensure that the College's mission, vision, Core Themes, and Strategic Plan drive decision-making, resource allocation, and everyday operations
- 4.2. Continually assess and improve the quality, relevancy, efficiency, and effectiveness of our systems, programs, services, and processes
- 4.3. Implement Lean Higher Education (LHE) principles and practices
- 4.4. Employ meaningful and effective measures, methodologies, and technologies to accurately and systematically measure and continually improve institutional performance and effectiveness
- 4.5. Maintain the trust of our constituents through transparency, accountability, and responsible stewardship
- 4.6. Allocate, manage, and invest resources prudently, effectively, and efficiently
- 4.7. Aggressively pursue new revenue sources and grant opportunities
- 4.8. Implement cost-saving strategies while maintaining the quality of programs and services
- 4.9. Utilize appropriate information technologies that support and enhance teaching and learning, improve the accessibility and quality of services, and increase the effectiveness and efficiency of operations
- 4.10. Develop and implement facilities, systems, and practices that are environmentally sustainable and demonstrative responsible stewardship of our natural resources



*Performance Measure:* Alignment

*Benchmark:* Individual Development Plans (IDP) and Unit Development Plans (UDP) will be aligned with the College's mission, Core Themes, and Strategic Plan

*Performance Measure:* Outcomes assessment

*Benchmark:* Every course and program will demonstrate effective use of outcomes assessment strategies to measure student learning outcomes and for continuous improvement

*Performance Measure:* Lean Higher Education (LHE)

*Benchmark:* Implement at least two LHE projects per year

*Performance Measure:* Total yearly dollar amount generated through external grants

*Benchmark:* Submit a minimum of \$2,500,000 yearly in external grant requests with a 33% success rate

*Performance Measure:* Cost of instruction per academic FTE

*Benchmark:* Maintain the cost of instruction per academic FTE at or below that of our peer institutions (defined as community colleges in Idaho)

*Performance Measure:* Cost of instruction per professional-technical FTE

*Benchmark:* Maintain the cost of instruction per professional-technical FTE at or below that of our peer institutions (defined as community colleges in Idaho)



## External Factors

Various external factors outside CSI's control could significantly impact the achievement of the specific goals and objectives outlined in the Strategic Plan:

- Changes in the economic environment
- Changes in national or state priorities
- Significant changes in local, state, or federal funding levels
- Changes in market forces and competitive environment
- Circumstances of and strategies employed by our partners (e.g. K-12, higher education institutions, local industry)
- Supply of and competition for highly qualified faculty and staff
- Legal and regulatory changes
- Changes in technology
- Demographic changes
- Natural disasters, acts of war/terrorism

CSI will make every effort to anticipate and manage change effectively, establish and implement effective risk management policies and practices, and minimize the negative impacts of factors beyond the institution's control.



**College of Southern Idaho**  
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## Appendix:

The mission, vision, Strategic Plan, and budget of the College of Southern Idaho are set and approved by the locally elected CSI Board of Trustees.

The Idaho State Board of Education (SBOE), from time to time, also requests colleges to submit various reports. The Office of the State Board of Education (OSBE) requested that colleges and universities report on the following performance measures during their October 2012 Annual Performance Report presentations to SBOE:

- Remediation (number of first-time freshmen who graduate from and Idaho high school in the previous year requiring remedial education)
- Retention (number of full-time and part-time freshmen returning for a second year or program completion if professional-technical program of less than one year)
- Dual Credit (total credits and number of students)
- Total certificates and degrees conferred (number of undergraduate certificate and degree completions per 100 FTE undergraduate students enrolled)
- Cost per credit hour to deliver education
- Certificate (of at least one year in expected length) and degree completions per \$100,000 of education and related spending by institutions (Education & Related spending is defined as the full cost of instruction and student services, plus the portion of institutional support and maintenance assigned to instruction)

Institutional Research (IR) staff will look at these measures and develop working definitions for them during their April meeting. Benchmarks will also be developed, where appropriate and feasible.





Updated February 2012  
Board of Trustee Approval February 2012

## Strategic Plan 2013 - 2017

### MISSION

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

### VISION

The College of Western Idaho provides affordable, quality teaching and learning opportunities for all to excel at learning for life.

### CORE THEMES

Professional technical programs  
General education courses/programs  
Basic skills courses  
Community outreach

### STATUTORY AUTHORITY

This plan has been developed in accordance with Northwest Commission on Colleges and Universities (NWCCU) and Idaho State Board of Education standards. The statutory authority and the enumerated general powers and duties of the Board of Trustees of a junior (community) college district are established in Sections 33-2101, 33-2103 to 33-2115, Idaho Code.

## STRATEGIC GOALS AND OUTCOMES

### Goal #1: Structure Student Success

The College of Western Idaho will implement a variety of programs to foster students' success in reaching their educational and/or career goals.

#### Objectives

1. Develop an effective, mandatory course placement system including accurate assessments and course prerequisites.
2. Implement best practices in basic skills instruction and student services that are effective in moving students from basic skills into college-level courses.
3. Implement strategies that have proven to be effective in connecting to students with various learning styles, increasing retention within a course, and increasing student persistence to their educational goal.
4. Develop a Transfer Admissions Guarantee program with universities.
5. Develop a structured First Semester Program to achieve the student's goals
6. Develop partnerships with local employers for CWI students to have priority access to open positions.
7. Encourage student internships and/or service learning
8. Increase student engagement with the campus by supporting student government.

Goal 1 Performance Measures	Core Theme
75% of students demonstrate technical competency through a Technical Skills Assessment.	1
70% of Basic Skills Education students who are tested after 60-70 hours of instruction will complete an Educational Functioning Level (EFL).	3
Of students who have the goal to enter postsecondary or short-term training, 40% will complete this goal within one year.	3
All Professional-Technical Education programs participate in the program review process	1
75% of students who complete professional-technical programs are employed in a related field or have transferred to a 4-year college or university within one year.	1
80% of student responses to an exit survey report that they are satisfied that the professional technical education curriculum prepared them for a career or transfer to a 4-year college or university.	2
80% of student responses will report that their basic skills educational experience was satisfactory.	2
Continuous improvement model utilizing AIDDE (Analysis, Identify, Design, Document & Evaluation)	3
80% of College of Western Idaho degrees have articulated 2+2 agreements with an Idaho university for the four-year sequence	2
General education engages in program and discipline review as an assessment and strategic planning tool for the purpose of continuous improvement	2
80% of student responses to end-of-course evaluations report that they are satisfied that the general education curriculum prepared them for continuation in higher education.	2
60% of students who graduate with an AA or AS enter a 4-year college or university	2

within 1 year.	
70% of students who transfer to Idaho colleges or universities as juniors will earn a 2.0 GPA or higher for the first semester at the transfer institution	2

**Goal # 2: Develop Systems to Support Faculty and Staff**

The College of Western Idaho will prioritize support for faculty and staff as a way to optimize effective practice in pedagogy and service to students which thereby maximizes student success.

**Objectives**

1. Make excellence in instruction and customer service a college priority through resource allocation, evaluations, and needed support and training.
2. Develop a Center for Teaching Excellence. Include faculty learning opportunities beyond conferences, such as internships in local businesses, agencies, and non-profit organizations and tuition.
3. Create a program to recognize faculty and staff excellence.

Goal 2 Performance Measures	Core Theme
All faculty will meet or exceed the CWI hiring standards.	1,2,3,4
75% of CWI's faculty and staff indicate satisfaction by responding with agree or strongly agree on the annual faculty/staff satisfaction survey.	1,2,3,4
Provide CWI faculty and staff with professional development opportunities through the Center for Teaching and Learning, Human Resources Staff development opportunities, and customized training opportunities through Center for Workforce Development.	1,2,3,4

**Goal #3: Implement Practices for Fiscal Stability**

The College of Western Idaho will operate within its available resources by improving operating efficiencies and implement strategies to increase revenue.

**Objectives**

1. Determine how to fund growth out of existing resources.
2. Explore methods of increasing revenue to fund college operations and infrastructure needs for future expansion.
3. Develop decision-making processes that include consideration of the fiscal implications of all proposals

Goal 3 Performance Measures	Core Theme
College will conduct a quarterly and annual business review to maintain and document a balanced budget.	
Business Partnerships / Workforce Development Division will increase their profit 10% annually to contribute to the long term sustainability of the institution.	4

By 2013 achieve a minimum of 95% employee participation in the Foundation's internal campaign.	
Funding and/or meritorious evaluation for at least 5 relevant grant opportunities per year.	
Achieve \$1,000,000 yearly in external grant requests	

#### **Goal # 4: Connect the College to the Community**

The College of Western Idaho will implement a variety of programs to bring the college into the community in meaningful ways to include non-credit, short-term programs, technical certifications and continuing education credit units (CEUs) that prepare students for employment, help employees update their skills, and assist employers in developing a more skilled workforce through customized classes.

#### **Objectives**

1. Business partnership/workforce development programs provide professional development in response to local business & industry.
2. Business Partnerships/Workforce Development ensures the sustainability of its programs and services.
3. Participate in community cultural events.
4. Invite community leaders/members to be guest speakers in class and to serve as mentors.
5. Request that faculty and staff volunteer to serve as guest speakers for local organizations. Recruit speaking engagements for the CWI speakers' bureau.
6. Encourage CWI students to connect with local, state, and national communities of interest.

<b>Goal 4 Performance Measures</b>	<b>Core Theme</b>
BP/WD programs are accessible to the residents of its 10 county area.	4
CWI course offerings are flexible and responsive to the needs of local business & industry and the community as evidenced by a 10% increase in classes, programs, and workshops.	4
Industry representatives for each program verify that the program aligns with industry standards for adequate and up-to-date equipment and training.	1
Business Partnerships/Workforce Development increases its number of business partnerships 20% annually.	4
80% of student responses report that they are satisfied that their experience in BP/WD programs provided professional enrichment.	4
80% of employers respond to oral or written survey in a positive manner	4

#### **Performance Measures and Benchmarks**

The performance measures and benchmarks are representative of institutional performance outcome assessments required by the Idaho State Board of Education, standards of the Northwest Commission on Colleges and Universities, U.S. Department of Education Integrated

**PLANNING, POLICY AND GOVERNMENTAL AFFAIRS**  
**APRIL 19, 2012**

CWI Strategic Plan | 2012-2016

Postsecondary Education Data System, Carl Perkins Vocational and Technical Education Act, Idaho Division of Professional-Technical Education and literature on community college success indicators, best practices, historical data, trends observed, as well as assumptions and forecasts.

## Addendum

Idaho State Board of Education requested performance measures\*

- Remediation (number of first-time freshman who graduate from and Idaho High school in the previous year requiring remedial education)
- Retention (number of full-time and part-time freshmen returning for a second year or program completion if professional-technical program of less than one year)
- Dual Credit (total credits and # of students)
- Total certificates and degrees conferred (number of undergraduate certificate and degree completions per 100 (FTE) undergraduate students enrolled)
- Cost per credit hour to deliver education
- Certificate (of at least one year in expected length) and degree completions per \$100,000 of education and related spending by institutions (Education & Related spending is defined as the full cost of instruction and student services, plus the portion of institutional support and maintenance assigned to instruction)

\*The data has not been analyzed at this time and the benchmark will be set prior to reporting

[Note: The following pages contain Themes and Goals from the North Idaho College 2008-2013 Five-Year Strategic Plan. The Plan is reviewed and updated regularly. The Objectives and Action Items shown below are current as of the October 2011 Progress Report Update. Completed Objectives and Action Items are not included. NIC's Outcomes are SBOE's Performance Measures. NIC's Performance Measures are SBOE's Benchmarks.]

## **North Idaho College**

### **Strategic Plan**

### **Themes, Goals, and Objectives**

#### **VISION**

As a comprehensive community college, North Idaho College strives to provide accessible, affordable, quality learning opportunities. North Idaho College endeavors to be an innovative, flexible leader recognized as a center of educational, cultural, economic, and civic activities by the communities it serves.

#### **MISSION**

North Idaho College meets the diverse educational needs of students, employers, and the northern Idaho communities it serves through a commitment to student success, educational excellence, community engagement, and lifelong learning.

#### **VALUES**

North Idaho College is dedicated to these core values which guide its decisions and actions:

- \* Student Success
- \* Educational Excellence
- \* Community Engagement
- \* Stewardship
- \* Diversity

#### **KEY EXTERNAL FACTORS**

- \* Enrollment Growth
- \* Revenue - Property Taxes
- \* Revenue - General Fund and PTE cuts
- \* Economic Climate
- \* Pay Comparability

THEME I: PROGRAMS

---

**Goal:** **Goal 1: Improve and expand educational opportunities, programs, and courses for the student population and community.**

**Objective:** Expand program offerings, and accelerate the implementation of new professional-technical and workforce training at NIC that meet the needs of students, business, and industry.

*Action Item:* Determine the appropriate standardized class size for each NIC course.

*Outcome:* Established criteria used to determine the appropriate class size, based on common practice pedagogy, for each NIC course.

*Performance Measure:* An established template which identifies the standardized class size/cap.

\*\*\*

*Action Item:* Find additional space for delivery of enrollment rich PTE programs.

*Outcome:* Partnerships with outside agencies or business which allow for NIC instruction of enrollment rich PTE programs off campus.

*Performance Measure:* Number of additional spaces found and utilized for delivery of PTE classes.

\*\*\*

**Objective:** Increase awareness of and access to college education and workforce training opportunities for ABE/GED students.

*Action Item:* Increase the number of ABE/GED students who enroll in Workforce Training courses

*Outcome:* Market/promote Workforce Training opportunities at the ABE/GED Center on a monthly basis

*Performance Measure:* A 10% increase in the number of ABE/GED students who enroll in Workforce Training courses

\*\*\*

*Action Item:* Meet and/or surpass the new and more rigorous State of Idaho performance standards regarding student completion rates, transition to post-secondary education, GED acquisition, and employment.

*Outcome:* ABE/GED student performance tracked, analyzed and measured against the Idaho Measurement and Accountability System to ensure goal attainment.

*Performance Measure:* Student performance exceeds state performance goals as set by the ABE State Director.

\*\*\*



**PLANNING, POLICY AND GOVERNMENTAL AFFAIRS**  
**APRIL 19, 2012**

**Goal:**           **Goal 2: Expand and improve alternative delivery of education.**

Objective:       Expand course offerings at the NIC Outreach Centers and other off-campus sites.

*Action Item:*                               *Continue discussions with the Silver Valley Economic Development group regarding offering Trade & Industry programs in the Silver Valley.*

*Outcome:*                               *Develop a schedule for offering programs in Kellogg and Wallace*

*Performance Measure:*               *Two programs ready to offer*

\*\*\*

**Goal:**           **Goal 4: Create program schedules that maximize the use of available facilities, and take advantage of new and alternative facilities as appropriate.**

Objective:       Explore facility use within business and industry as appropriate.

*Action Item:*                               *Contract with interested businesses to offer training/courses at their site.*

*Outcome:*                               *Offer off-site training*

*Performance Measure:*               *Contracted training, credit or non-credit, offered to at least one business at their facility*

\*\*\*

Objective:       Explore off-campus sites within the service area.

*Action Item:*                               *Explore creation of a larger Coeur d'Alene Tribal Educational Institute in Plummer as a site for offering NIC and UI classes.*

*Outcome:*                               *Work with Tribe members and UI staff to plan and design a new facility to house the Educational Institute and to be built and financed by the Tribe*

*Performance Measure:*               *Institute designed*

\*\*\*

**THEME II: STUDENT SUPPORT**

---

**Goal:**            **Goal 1: Improve student access.**

Objective:        Develop a system to assist potential students with financial planning for costs associated with attending NIC.

*Action Item:*                      *Develop job description for a "Financial Planner"*

*Outcome:*                              *Completed JD*

*Performance Measure:*              *See above*

\*\*\*

*Action Item:*                      *Educate parents and prospective students about resources available on NIC's website for their use when researching the cost of attending college.*

*Outcome:*                              *Parents and students will be better informed and prepared.*

*Performance Measure:*              *Fewer students will be unprepared for paying for their college education.*

\*\*\*

Objective:        Improve ability to receive financial aid in outreach areas.

*Action Item:*                      *Improve financial aid education to the outreach centers staff and students.*

*Outcome:*                              *Increased awareness of financial aid options by outreach students and outreach center staff.*

*Performance Measure:*              *Increased awareness of financial aid options by outreach students and outreach center staff.*

\*\*\*

Objective:        Improve collaboration with high school career guidance counselors to provide improved career exploration, advising, and dual credit registration based on unique student interests, aptitudes, and abilities.

*Action Item:*                      *Implement ideas developed by team.*

*Outcome:*                              *Assigned project managers with appropriate due dates for implementation*

*Performance Measure:*              *Reports due by project managers detailing progress*

\*\*\*

*Action Item:*                      *Meet weekly to discuss issue and develop strategies.*

*Outcome:*                              *Organize a meeting with stakeholders outlying goals and possible outcomes.*

*Performance Measure:*              *Documentation that team met and made progress*

\*\*\*

**Goal:**            **Goal 2: Implement initiatives to increase student success.**

**PLANNING, POLICY AND GOVERNMENTAL AFFAIRS**  
**APRIL 19, 2012**

Objective: Develop a system to assist potential students with financial planning for costs associated with attending NIC.

*Action Item:* Establish a link between the Bookstore and Financial Aid to better service students purchasing books with financial aid.

*Outcome:* The bookstore will have real-time information they need to allow students to charge against their financial aid.

*Performance Measure:* The process to charge books against aid for students will be streamlined.

\*\*\*

Objective: Develop technology-based student services.

*Action Item:* Develop a process for section wait-listing.

*Outcome:* Wait-list process will be utilized.

*Performance Measure:* Students will actively use the wait-list process.

\*\*\*

**Goal:** **Goal 3: Improve student communications**

Objective: Develop technology-based student services.

*Action Item:* Develop and implement student transcript tracking and processing.

*Outcome:* Students' ability to get transcripts from NIC will be enhanced.

*Performance Measure:* This process will be technology based.

\*\*\*

*Action Item:* Improve web based transfer information.

*Outcome:* Students and advisors will have easier access to transfer information.

*Performance Measure:* Students and advisors will utilize the web to research transfer information.

\*\*\*

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

*Action Item:* Expand social networking through student activities.

*Outcome:* Students will be more aware of available activities and programs.

*Performance Measure:* Increased student participation in activities and programs.

\*\*\*

*Action Item:* Research instant messaging and social media avenues as recruitment tools.

**PLANNING, POLICY AND GOVERNMENTAL AFFAIRS**  
**APRIL 19, 2012**

*Outcome:* Increased communication with targeted population.

*Performance Measure:* Increased interactions with the college by targeted population.

\*\*\*

Objective: Implement a student email system.

*Action Item:* Develop an advertising campaign for students about their NIC email and portal accounts.

*Outcome:* NIC will primarily communicate with students via email and/or portal.

*Performance Measure:* Increased use of student email and portal and increased paperless processing.

\*\*\*

Objective: Increase Advisor-Student interactions.

*Action Item:* Develop an advising syllabus with learning outcomes.

*Outcome:* Available to all advisors

*Performance Measure:* Successful distribution of syllabus

\*\*\*

**THEME III: COLLEGE COMMUNICATIONS AND CLIMATE**

---

**Goal:**            **Goal 2: Further develop opportunities for professional development.**

Objective:       Create additional faculty development programs and opportunities.

*Action Item:*                                *Integrate faculty development into faculty evaluation tools.*

*Outcome:*                                    *Increased accountability for ongoing development and improved classroom quality*

*Performance Measure:*                    *Creation of faculty development evaluation tool that incorporates professional development*

\*\*\*

Objective:       Implement executive development program to enhance the capability of senior leaders.

*Action Item:*                                *Develop format of executive development strategies with President and incorporate into executive performance expectations for coming year.*

*Outcome:*                                    *Improved competencies of executives, and greater ability to adapt and innovate*

*Performance Measure:*                    *Creation of executive development strategy, and development activities per year by executives*

\*\*\*

**Goal:**            **Goal 3: Attract and retain high quality employees.**

Objective:       Create plan to address employee turnover.

*Action Item:*                                *Identify ongoing turnover rates among employee groups and identify potential causes of turnover through surveys, exit interviews, and other analyses.*

*Outcome:*                                    *Improved Retention*

*Performance Measure:*                    *Baseline turnover data will be established and used as benchmark for future efforts*

\*\*\*

*Action Item:*                                *Increase mentoring and developmental opportunities for internal candidates to prepare for promotional opportunities created by turnover.*

*Outcome:*                                    *Greater bench strength established for all key positions in current incumbents and potential successors*

*Performance Measure:*                    *Formal mentoring program developed for key positions and potential successors; Professional development program developed for key positions and potential successors*

\*\*\*

Objective:       Develop a comprehensive recruitment strategy to attract highly qualified and diverse candidates.

**PLANNING, POLICY AND GOVERNMENTAL AFFAIRS**  
**APRIL 19, 2012**

*Action Item:*                      *Develop strategic recruitment and hiring strategy that incorporates advertising, marketing and other recruitment efforts to attract high quality and diverse candidates.*

*Outcome:*                              *Improved Recruitment*

*Performance Measure:*              *Comprehensive plan developed; Measure types and breadth of advertising venues for positions; # applicants, diversity of applicants; Hiring metrics (time to hire)*

\*\*\*  
Objective:      Implement a comprehensive orientation process to improve integration and retention of new employees.

*Action Item:*                      *Develop new online and multimedia tools to provide better information, orientation, and training to potential and new employees to enhance on-boarding experience.*

*Outcome:*                              *Improved integration of new employees; reduced turnover of new hires*

*Performance Measure:*              *New orientation completed/available*

\*\*\*

**THEME IV: FINANCE AND FUNDING**

---

**Goal:** **Goal 1: Pursue expanded funding opportunities through NIC Foundation for student success, faculty-staff support, facility development, and program development.**

**Objective:** Develop and implement a more comprehensive annual giving campaign to expand resources for priority needs.

*Action Item:* Continue to work closely with the employee steering committee to expand on the tailored plan for NIC designed to build awareness and increase participation in giving opportunities.

*Outcome:* Expanded culture of philanthropy by NIC employees.

*Performance Measure:* Increased participation and support.

\*\*\*

**Objective:** Provide appropriate support for future college expansion and special initiatives.

*Action Item:* Conduct Pre-Campaign Feasibility Study

*Outcome:* Determine probable success for campaign fundraising based on three key capital needs as prioritized by North Idaho College

*Performance Measure:* Completed study

\*\*\*

*Action Item:* Pursue expanded funding for priority needs.

*Outcome:* Successful fundraising and strengthened relationships

*Performance Measure:* Total dollars raised and relationships built

\*\*\*

**Goal:** **Goal 2: Pursue opportunities for alternative funding sources.**

**Objective:** Build partnerships and collaborative relationships with business and industry.

*Action Item:* The college will join JobsPlus and the Manufacturer's Consortium as well as becoming more active in the Coeur d'Alene Chamber of Commerce.

*Outcome:* Membership in JobsPlus and Manufacturer's Consortium

*Performance Measure:* Each year the Board of Trustees will include as part of their evaluation of the President, the campus involvement to ensure adequacy. Memberships in community events will be evaluated annually by the President.

\*\*\*

**Objective:** Expand total external private and federal grant applications for targeted college priority needs.

*Action Item:* Increase campus involvement in grants development.

**PLANNING, POLICY AND GOVERNMENTAL AFFAIRS**  
**APRIL 19, 2012**

	<i>Outcome:</i>	<i>Greater number of NIC administrators, faculty, and staff taking a leadership role in the grant-seeking process</i>
	<i>Performance Measure:</i>	<i>Greater number of departments/divisions participating in pursuit of external funding requests which requires willingness to develop concepts/ideas and providing the expertise necessary to support grant-seeking process</i>
	***	
	<i>Action Item:</i>	<i>Increase targeted requests for grant sources such as: Title III, Part A-Strengthening Institutions; TRIO (SSS, EOC, Talent Search); NSF Programs (ATE, CCLI, STEP, S-STEM, etc.); other federal and private grants.</i>
	<i>Outcome:</i>	<i>Enhanced fiscal resources for programs and services</i>
	<i>Performance Measure:</i>	<i>Increased total number of requests sought and overall success rate</i>
	***	
Objective:	Seek federal and state special appropriations for suitable college priority activities and programs.	
	<i>Action Item:</i>	<i>Actively seek federal appropriation requests.</i>
	<i>Outcome:</i>	<i>Enhanced fiscal resources for programs and services and elevated awareness about North Idaho College with Idaho's federal delegation</i>
	<i>Performance Measure:</i>	<i>Number of requests sought and success in securing support</i>
	***	
	<i>Action Item:</i>	<i>As requests are prepared for special or routine appropriations, review each with the President's Cabinet and as appropriate with the Board of Trustees. Prepare priorities as appropriate.</i>
	<i>Outcome:</i>	<i>Review is performed</i>
	<i>Performance Measure:</i>	<i>Within the month proposed, discuss each appropriations request with the appropriate administrative or governing body. Conform with guidelines regarding submission and content.</i>
	***	
Goal:	<b>Goal 3: Align budget with strategic plan.</b>	
Objective:	Document how the budget addresses the priorities of the strategic plan.	
	<i>Action Item:</i>	<i>In preparing the fiscal year 2012 budget, each respective Vice President documented how their requested additions and/or deletions to the budget supported themes/goals of the Strategic Plan. Resources were allocated to best support increased enrollments.</i>



**PLANNING, POLICY AND GOVERNMENTAL AFFAIRS**  
**APRIL 19, 2012**

*Outcome:* *Review of plan is made.*

*Performance Measure:* *Review documents presented in the budgeting process to document conformance of the budget to the Strategic Plan*

\*\*\*

Objective: Ensure that the strategic plan is addressed in the budget and at the Board of Trustee's meetings.

*Action Item:* *The President's Cabinet met weekly to review the budget and its conformation to the Strategic Plan, with presentation to the Board of Trustees at the end of April.*

*Outcome:* *Document of conformation is prepared.*

*Performance Measure:* *Review the minutes and agenda for appropriate discussion on the Strategic Plan*

\*\*\*

THEME V: COLLEGE IMAGE AND RELATIONS

---

<b>Goal:</b>	<b>Goal 1: Enhance community perception of NIC among targeted groups.</b>	
<b>Objective:</b>	Develop strategies to involve community members in NIC activities and events.	
	<i>Action Item:</i>	<i>Continue current process of promoting events and activities.</i>
	<i>Outcome:</i>	<i>Promote NIC events and activities</i>
	<i>Performance Measure:</i>	<i>None</i>
	***	
	<i>Action Item:</i>	<i>Continue the "Be Our Guest" program.</i>
	<i>Outcome:</i>	<i>Provide "Be Our Guest" passes</i>
	<i>Performance Measure:</i>	<i>More attendance at NIC events.</i>
	***	
	<i>Action Item:</i>	<i>Continue to send annual events list and season guest pass to targeted populations.</i>
	<i>Outcome:</i>	<i>Targeted populations receives passes to NIC events.</i>
	<i>Performance Measure:</i>	<i>Increased attendance at NIC events.</i>
	***	
<b>Objective:</b>	Promote the value of NIC and the credentials and expertise of the faculty to the community.	
	<i>Action Item:</i>	<i>Obtain and utilize testimonials from current students, graduates, and faculty in marketing campaign and on the NIC website to promote how NIC has impacted them.</i>
	<i>Outcome:</i>	<i>Prospective students hear from those impacted by NIC.</i>
	<i>Performance Measure:</i>	<i>None</i>
	***	
	<i>Action Item:</i>	<i>Promote and publicize community service projects and activities involving students, faculty, and staff.</i>
	<i>Outcome:</i>	<i>More community involvement</i>
	<i>Performance Measure:</i>	<i>None</i>
	***	
	<i>Action Item:</i>	<i>Promote the job placement rate and salary information of NIC Professional-Technical graduates (this report is already done by the PTE Division).</i>
	<i>Outcome:</i>	<i>Information promoted</i>
	<i>Performance Measure:</i>	<i>Press release, clippings</i>
	***	

**PLANNING, POLICY AND GOVERNMENTAL AFFAIRS**  
**APRIL 19, 2012**

Goal:	Goal 2: Promote awareness and recruitment through a strong marketing campaign.		
Objective:	Develop a comprehensive branding and marketing plan.		
	Action Item:	Incorporate and coordinate NIC and IdahoGoes teams marketing strategies and resources to maximize effectiveness and combined purchasing power.	
	Outcome:	Maximize effectiveness	
	Performance Measure:	None	
	***		
Objective:	Improve the marketing strategies that facilitate a potential student's interest in professional-technical programs.		
	Action Item:	Continue supporting Hardhats, Hammers and Hot Dogs initiative, Fall NIC Tech Tour and other marketing activities.	
	Outcome:	Opportunity to advertise these events to the public.	
	Performance Measure:	None	
	***		
	Action Item:	Create a PTWE webpage that is easily accessible, information rich, and inclusive of all aspects of PTWE.	
	Outcome:	Getting more information out to the public about PTWE.	
	Performance Measure:	None	
	***		
	Action Item:	Explore the potential for a dedicated PTWE newsletter.	
	Outcome:	PTWE information readily available	
	Performance Measure:	None	
	***		
	Action Item:	Produce feature stories when possible on news and successes within PTWE programs.	
	Outcome:	Personal stories about PTWE programs available to promote programs.	
	Performance Measure:	None	
	***		
	Action Item:	Work with PTWE leadership and staff to create a PTWE specific presentation to be used in conjunction with community speaking opportunities.	
	Outcome:	Ability to have PTWE information for the public at speaking engagements.	
	Performance Measure:	None.	
	***		
Objective:	Market four-year degree opportunities that exist via relationships with partner		

**PLANNING, POLICY AND GOVERNMENTAL AFFAIRS**  
**APRIL 19, 2012**

institutions.

*Action Item: Conduct a workshop for identified NIC frontline staff involving University of Idaho and Lewis-Clark State College officials to familiarize NIC staff with available programming in North Idaho.*

*Outcome: Workshop conducted*

*Performance Measure: Participation at workshop*

\*\*\*

*Action Item: Coordinate with partner institutions on a one-a-year public information event promoting cooperative programs.*

*Outcome: More information to the public about schools.*

*Performance Measure: None*

\*\*\*

*Action Item: Coordinate with partner institutions on an annual public information event promoting cooperative programs.*

*Outcome: Events scheduled and held*

*Performance Measure: Attendance at events, increased awareness of cooperative programs*

\*\*\*

*Action Item: Marketing representatives from partner schools' North Idaho branches will meet periodically to coordinate strategies for marketing purposes.*

*Outcome: Collaborate marketing strategies.*

*Performance Measure: None*

\*\*\*

THEME VI: DIVERSITY & HUMAN RIGHTS

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**Goal:** **Goal 1: Promote diversity and human rights, including respect for all elements of the college.**

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

*Action Item:* *Develop hiring practices and strategies that attract applicants who reflect global diversity.*

*Outcome:* *Increased awareness and inclusion among employees and managers, and increased access to diverse candidates for improved hiring effectiveness*

*Performance Measure:* *Formalized diversity initiative developed by Human Resources*

\*\*\*

*Action Item:* *Update the college Affirmative Action Plan / Program to ensure legal compliance.*

*Outcome:* *Up-to-date Affirmative Action Plan compliant with OFCCP standards and state/federal regulations*

*Performance Measure:* *Completed document that outlines all related data, action plans, and other applicable components of a bona fide Affirmative Action plan*

\*\*\*

**Objective:** Explore international educational opportunities for students, faculty and staff.

*Action Item:* *Develop Study Abroad resources.*

*Outcome:* *Designated person and resources for study abroad info*

*Performance Measure:* *Materials and person in place*

\*\*\*

*Action Item:* *Explore opportunities for faculty.*

*Outcome:* *Catalog of opportunities for faculty exchange*

*Performance Measure:* *Document available to faculty*

\*\*\*

*Action Item:* *Explore opportunities for staff.*

*Outcome:* *Identify opportunities offered internally and externally for staff to gain greater exposure to education related to global and international relations that will enhance diversity, inclusion and awareness throughout the campus.*

*Performance Measure:* *Number of sponsored events with an international focus for staff development and education*

\*\*\*

**PLANNING, POLICY AND GOVERNMENTAL AFFAIRS**  
**APRIL 19, 2012**

Objective: Promote cross-cultural understanding, diversity, and human rights in the curriculum.

*Action Item: Identify themes that classes / curriculum should incorporate.*

*Outcome: Collection of appropriate and available diversity and human rights competencies*

*Performance Measure: Established catalog of competencies available to faculty*

\*\*\*

Objective: Reflect NIC's commitment to diversity and human rights in extra-curricular activities and events.

*Action Item: Develop and maintain diversity training for faculty and staff.*

*Outcome: An ongoing training program will be in place.*

*Performance Measure: Staff and faculty training will be tracked.*

\*\*\*

*Action Item: Develop faculty/staff advising & support group for Spanish speaking students*

*Outcome: Group developed*

*Performance Measure: Group becomes connected with Spanish speaking students*

\*\*\*

*Action Item: Develop multi-cultural community guide*

*Outcome: Guide will be developed and distributed to appropriate groups.*

*Performance Measure: Guide developed, maintained, and distributed.*

\*\*\*

**THEME VII: PHYSICAL RESOURCES**

---

**Goal:** **Goal 2: Advance the campus infrastructure with regards to technology and safety.**

**Objective:** Enhance online student support and education services.

*Action Item:* *Develop a plan for equipment replacement.*

*Outcome:* *Develop plan addressing equipment replacement in classrooms with faculty input and institutional funding.*

*Performance Measure:* *A comprehensive plan for standardizing all classrooms will be prepared. Plans and funding requests will be reviewed by faculty.*

\*\*\*

**ADDENDUM:**

The following statewide performance measures have been requested by the Idaho State Board of Education. Data for these measures has not been analyzed at this time and benchmarks will be set prior to reporting in the fall.

- \* Retention (number of full-time and part-time freshmen returning for a second year or program completion if professional-technical program of less than one year)
- \* Total certificates and degrees conferred (number of undergraduate certificate and degree completions per 100 (FTE) undergraduate students enrolled)
- \* Cost per credit hour to deliver education
- \* Certificate (of at least one year in expected length) and degree completions per \$100,000 of education and related spending by institutions (Education Related spending is defined as the full cost of instruction and student services, plus the portion of institutional support and maintenance assigned to instruction)

The following two measures are inputs from the K-12 system and are not benchmarkable:

- \* Remediation (number of first-time freshman who graduate from an Idaho High school in the previous year requiring remedial education)
- \* Dual Credit (total credits and # of students)





# **University of Idaho**

## **AGRICULTURAL RESEARCH & EXTENSION SERVICE STRATEGIC PLAN**

**2013-2017**

**COLLEGE OF AGRICULTURAL AND LIFE SCIENCES**  
**Agricultural Research and Extension Service**  
**Strategic Plan**  
**2013-2017**

**MISSION STATEMENT**

The College of Agricultural and Life Sciences (CALS) honors the intent and purpose of the original land-grant mission by serving the people of Idaho and our nation:

- 1) by preparing individuals through education and life-long learning to become leaders and contributing members of society,
- 2) through the discovery, application, and dissemination of science-based knowledge,
- 3) through identification of critical needs and development of creative solutions,
- 4) by fostering the health and well-being of individuals, communities and society,
- 5) by supporting a vibrant economy, benefiting the individual, families and society as a whole.

**VALUES STATEMENT**

The College of Agricultural and Life Sciences values:

- 1) excellence in innovative discovery, instruction and outreach,
- 2) open communication,
- 3) individual and institutional accountability,
- 4) integrity and ethical conduct,
- 5) accomplishment through collegial teamwork and partnership,
- 6) responsiveness and flexibility,
- 7) individual and institutional health, success and productivity.

**VISION STATEMENT**

We are committed to being Idaho's recognized leader and innovator in agricultural and life sciences, respected regionally, nationally and internationally through focused areas of excellence in teaching, research and extension, serving as a critical knowledge bridge to society.

The College of Agricultural and Life Science's mission is to support economic growth and enhance the quality of life for the people of Idaho by:

- \* preparing students to be innovative leaders in a global society,
- \* helping people improve their lives through research-based education and leadership development focused on issues and needs, and
- \* providing new knowledge to support agriculture and enhance the understanding of natural and human resources.

## **Goals**

**Teaching and Learning:** Engage students in a transformational experience of discovery, understanding, and global citizenship.

### **Objective:**

1. Attract and retain the appropriate number of diverse, high quality undergraduate and graduate students.

*Performance Measure:* The number and diversity of students enrolled in College of Agricultural and Life Sciences' academic programs.

*Benchmark:* A significant yearly increase in overall enrollment and diversity of enrollment.

2. Use innovative curricula and technology to develop skills for life-long learning and produce globally engaged graduates.

*Performance Measure:* A broad audience of learners will acquire knowledge and skills appropriate to global awareness through means of cutting-edge technology.

*Benchmark:* Number of new courses developed and delivered to both traditional and non-traditional learners via non-traditional means.

3. Assess learning outcomes to demonstrate effectiveness and improve our programs.

*Performance Measure:* Develop and implement methods to independently evaluate and improve student learning using student and stakeholder feedback.

*Benchmark:* Implementation of evaluation method and documentation of result.

**Scholarly and Creative Activity:** Promote excellence in scholarship and creative activity to enhance life today and prepare us for tomorrow.

### **Objectives:**

1. Strengthen all scholarly and creative activities consistent with the University's strategic missions and CALS/ARES signature areas.

*Performance Measure:* Increased level of grants submitted and awarded for scientific discovery and application/integration.

*Benchmark:* Number of refereed publications, grants awarded, graduate degrees awarded, and licenses and patents.

2. Provide undergraduates with opportunities to participate in scholarly and creative activities.

*Performance Measure:* Increase in the number of students that participate in a variety of learning experiences that produce a scholarly product or notable impact to their overall UI education.

*Benchmark:* Number of undergraduate students participating in scholarly and creative activities in laboratory and field settings.

3. Address the needs of stakeholders by conducting research with regional, national and international impact and recognition.  
*Performance Measure:* Development of nationally recognized research programs that meet the identified needs of stakeholders/clientele.  
*Benchmark:* Number of scholarly products and programs delivered that provide solutions to identified stakeholder needs (e.g., plant varieties, financial and nutritional curricula to improve the lives of Idaho citizens, innovative management practices developed to meet citizen's needs).
4. Improve the infrastructure, facilities and program support on campus and at the research and extension centers through a portfolio of funding sources, including federal, state, local, and private funding.  
*Performance Measures:* Number of proposals submitted and grants awarded, amount of indirect cost recovery, the number and size of endowments received, and private/federal/state partnerships developed.  
*Benchmark:* Short and long-term investment that improves the infrastructure, facilities and program support for on-campus and off-campus research and extension centers.
5. Enable faculty, student, and staff engagement in interdisciplinary scholarship and creative activity.  
*Performance Measures:* Number of interdisciplinary grants submitted and awarded, number of collaborations formed with private enterprise, and success of fundraising around interdisciplinary topics.  
*Benchmark:* Facilitation of interdisciplinary research that promotes the mission of CALS among the disciplines within CALS, between CALS and other colleges within the University of Idaho, between CALS and other institutions, and collaborations with private enterprises.

**Outreach and Engagement:** Engage with the public, private and non-profit sectors through mutually beneficial partnerships that enhance teaching, learning, discovery, and creativity.

1. Provide research-based education that anticipates and responds to high priority stakeholder needs.  
*Performance Measure:* Number of stakeholders engaged in a variety of experiential and traditional learning opportunities that meet their educational and informational needs (personal, financial and employment).  
*Benchmark:* Increased number of Idaho stakeholders engaged in learning opportunities to meet their personal, financial and employment needs.
2. Address the needs of Idaho's changing population including underserved audiences.

*Performance Measure:* Development of programs that address the changing demographic and population needs of Idaho citizens.

*Benchmark:* Number of programs designed to meet dynamic demographic needs of Idaho's changing population.

3. Maintain a strong statewide presence by strategically locating personnel and resources.

*Performance Measure:* Continue to locate personnel and allocate resources in alignment with the 2012 CALS/ARES strategic plan.

*Benchmark:* Alignment of personnel and resources with priorities identified by stakeholders and clientele.

4. Engage students in addressing community based needs through collaboration among the Office of Community Partnerships, CALS academic faculty, and Extension.

*Performance Measure:* Development of creative and innovative opportunities for students to engage in community-based learning experiences of mutual benefit.

*Benchmark:* Methods and protocols for engaging University of Idaho students in community based, experiential learning opportunities will be developed by Spring 2013.

5. Obtain external funding and resources to develop new or strengthen existing partnerships with public and private organizations.

*Performance measure:* Strengthen and increase public and private partnerships in priority areas.

*Benchmark:* Grants awarded and resources available to support outreach and engagement work with partners.

**Organization, Culture and Climate:** Create and sustain an energized community that is adaptable, dynamic, and vital to enable the CALS/ARES to advance strategically and function efficiently.

1. Attract and retain highly qualified, diverse faculty, staff and students.

*Performance Measure:* Advertise for open positions in areas where we will attract a diverse faculty and staff.

*Benchmark:* Increased level of diversity within the ranks of College of Agricultural and Life Sciences faculty, staff and administration.

2. Demonstrate fairness in expectation, evaluation and compensation.

*Performance Measure:* Clearly articulated performance guidelines for faculty and staff.

*Benchmark:* Continued documentation of articulated expectations of performance based on rank and position descriptions.

3. Create and support an atmosphere of loyalty, trust, collegiality and inclusiveness.

*Performance Measure:* Quality of the work environment within CALS/ARES will be assessed using a college-wide survey by Fall 2012.

*Benchmark:* Survey developed baseline data against which quality of the work environment will be periodically evaluated.

**External Factors:**

**Loss of essential personnel:** Due to comparisons of salary and benefits with peer institutions our ability to hire and retain highly qualified individuals within the Agricultural Research and Extension Service is markedly limited.

**Cultivation of Partnerships:** Much time and effort has been spent and will continue to be spent cultivating partnerships to maintain the agricultural research and extension system. Although to date these efforts have been successful, it should be noted that these efforts are very time consuming and take many months to reach agreement and produce revenue streams to help maintain this system and meet our land grant mission.

**Statewide Infrastructure Needs:** Our ability to fund infrastructure maintenance and improvements to maintain our research intensive facilities is severely limited. This clearly impacts our ability to obtain external grant funding and develop collaborative partnerships with state, federal, and private entities and other institutions.



# **University of Idaho Forest Utilization Research and Outreach (FUR)**

## **STRATEGIC PLAN 2013-2017**

## **Forest Utilization Research and Outreach (FUR)**

### **MISSION**

The Forest Utilization Research and Outreach (FUR) program is located in the College of Natural Resources at The University of Idaho. Its purpose is to increase the productivity of Idaho's forest and range lands by developing, analyzing, and demonstrating methods to improve land management and related problem situations such as post-wildfire rehabilitation using state-of-the-art forest and rangeland regeneration and restoration techniques. Other focal areas include sustainable forest harvesting and livestock grazing practices, including air and water quality protection, as well as improved nursery management practices, increased wood use, and enhanced wood utilization technologies for bioenergy and bioproducts. In addition the Policy Analysis Group follows a legislative mandate to provide unbiased factual and timely information on natural resources issues facing Idaho's decision makers. Through collaboration and consultation FUR programs promote the application of science and technology to support sustainable lifestyles and civic infrastructures of Idaho's communities in an increasingly interdependent and competitive global setting.

### **OUTCOME-BASED VISION STATEMENT**

The scholarly, creative, and educational activities related to and supported by Forest Utilization Research and Outreach (FUR) programs will lead to improved capabilities in Idaho's workforce to address critical natural resource issues by producing and applying new knowledge and developing leaders for land management organizations concerned with sustainable forest and rangeland management, including fire science and management, and a full range of forest and rangeland ecosystem services and products. This work will be shaped by a passion to fuse scientific knowledge with best natural resource management practices in order to promote learning partnerships and collaboration across organizational boundaries such as governments and private sector enterprises, as well as landowner and non-governmental organizations, and to catalyze entrepreneurial innovation that will enhance stewardship of Idaho's natural resources and environmental quality.



## GOALS & OBJECTIVES

### Goal 1: Scholarship and Creativity

*Achieve excellence in scholarship and creative activity through an institutional culture that values and promotes strong academic areas and interdisciplinary collaboration among them.*

**Objective A:** Promote an environment that increases faculty, student, and constituency engagement in disciplinary and interdisciplinary scholarship.

**Strategies:**

1. Upgrade and development of university human resource competencies (faculty, staff and students) to strengthen disciplinary and interdisciplinary scholarship that advances the college's strategic themes and land-grant mission directly linked to FUR.
2. Establish, renew, remodel, and reallocate facilities to encourage funded collaborative disciplinary and interdisciplinary inquiry in alignment with FUR.

**Performance Measures:**

- Number of CNR faculty, staff, students and constituency groups involved in FUR related scholarship or capacity building activities.
- Non-FUR funding leveraged by FUR funded indoor and outdoor laboratories, field facilities, and teaching, research and outreach programs.

**Benchmarks:**

Numbers of CNR faculty, staff, students and constituency groups set as of 2010 level with an ongoing objective for them to stay the same or increase based on the investment level in this aspect of FUR programming

Start with a 3:1 return on investment ratio meaning every one dollar of FUR state funding leverages at least three non-FUR funded dollars from other sources

**Objective B:** Emphasize scholarly and creative outputs that reflect our research-extensive and land-grant missions, the university and college's strategic themes, and stakeholder needs, especially when they directly support our academic programming in natural resources.

**Strategies:**

1. Enhance scholarly modes of discovery, application and integration that address issues of importance to the citizens of Idaho that improve forest and rangeland productivity, regeneration, and rehabilitation, including nursery management practices, , fire science and management, and ecosystems services and products.

2. Create new products, technologies, protocols and processes useful to private sector natural resource businesses, governmental and non-governmental enterprises/operating units.
3. Conduct research and do unbiased policy analyses to aid decision-makers and citizens understanding of natural resource and land use policy issues.

**Performance Measure:**

- An accounting of products (i.e., seedlings produced, research reports, refereed journal articles) and services (i.e., protocols for new species shared with stakeholders, policy education programs and materials provided, accessible data bases) created and delivered including an identification of those which are recognized and given credibility by external reviewers via being licensed, patented, published in refereed journals, etc.
- Number of external stakeholders (non-university entities) that request information and/or consultancies on FUR funded protocols for technologies or knowledge related to programs such as regeneration of native plants and seedlings, fire science, wood residue utilization, forest and rangeland restoration, etc.

**Benchmark:**

Numbers and types of products and services delivered and stakeholders serviced as of 2006-09 average levels level with an ongoing objective for them to stay the same or increase based on investment levels in this aspect of FUR programming during the defined period.

**Goal 2: Outreach and Engagement**

*Engage with the public, private and non-profit sectors through mutually beneficial partnerships that enhance teaching, learning, discovery, and creativity.*

**Objective A:** Build upon, strengthen, and connect the College of Natural Resources with other parts of the University to engage in mutually beneficial partnerships with stakeholders to address areas targeted in FUR.

**Strategies:**

1. Enhance the capacity of the College of Natural Resources to engage with communities by involving faculty and students in programs relevant to local and regional issues.
2. Engage with communities, governmental and non-governmental organizations through flexible partnerships that share resources and respond to local needs and expectations.
3. Foster key industry/business relationships that benefit entrepreneurship and social and economic development through innovation and technology transfer

that will increase the productivity of Idaho's forests and rangelands while enhancing air and water quality.

**Performance Measure:**

Document cases:

- Communities served and resulting documentable impact;
- Governmental agencies served and resulting documentable impact
- Non-governmental agencies and resulting documentable impact
- Private businesses and resulting documentable impact
- Private landowners and resulting documentable impact

**Benchmark:**

Meeting target numbers for audiences identified above as well as developing and experimenting with a scale for measuring documentable impact.

**Goal 3: Teaching and Learning**

*Engage students in a transformational experience of discovery, understanding, and global citizenship.*

**Objective A:** Develop effective integrative learning activities to engage and expand student minds.

**Strategies:**

1. Provide undergraduate, graduate and professional students with education and research opportunities in nursery management, wood utilization technologies including bioenergy and bioproducts, forest and rangeland regeneration and restoration, fire science and management, and ecosystem services.
2. Integrate educational experiences into ongoing FUR and non-FUR research programs at CNR outdoor laboratories, including the University of Idaho Experimental Forest, the Forest Nursery complex, and McCall campus.
3. Engage alumni and stakeholders as partners in research, learning, and outreach.

**Performance Measures:**

- Number and diversity (as measured by variety of academic programs impacted) of courses which use full or partially FUR funded projects, facilities or equipment to educate, undergraduate, graduate and professional students.
- Number of hits on PAG and other FUR related web-sites, and where feasible number of documents or other products downloaded by stakeholders.

**Benchmark:**

Meeting or being above target numbers for the audiences and programming proposed above as per investment in a given funding cycle.

## **KEY EXTERNAL FACTORS**

The key external factors likely to affect the ability of FUR programs to fulfill the mission and goals are as follows: (1) the availability of funding from external sources to leverage state-provided FUR funding; (2) changes in human resources due to retirements or employees relocating due to better employment opportunities; (3) continued uncertainty relative to global, national and regional economic conditions; (4) uncertainty associated with the State of Idaho's commitment to retaining high quality programs associated with the mission of the nation's land grant universities; and (5) changing demand for the state and region's ecosystem services and products.



**University of Idaho  
Idaho Geological Survey  
(IGS)  
Strategic Plan  
2013-2017**

## IDAHO GEOLOGICAL SURVEY

### VISION

The Idaho Geological Survey's vision is to provide the state with the best geologic information possible through strong and competitive applied research, effective program accomplishments, and transparent access. We are committed to the advancement of the science and emphasize the practical application of geology to benefit society. We seek to accomplish our responsibilities through *service and outreach, research, and education* activities.

### MISSION

The Idaho Geological Survey is designated the lead state agency for the collection, interpretation, and dissemination of geologic and mineral data for Idaho. The agency has served the state since 1919 and prior to 1984 was named the Idaho Bureau of Mines and Geology.

Idaho Geological Survey staff acquires geologic information through field and laboratory investigations and through grants and cooperative programs with other governmental and private agencies. The Idaho Geological Survey's geologic mapping program is the primary applied research function of the agency. The Survey's Digital Mapping Laboratory is central to compiling, producing, and delivering new digital geologic maps. These products contain the current geologic knowledge of Idaho and are the critical to all geoscience applications and related issues. Other main Idaho Geological Survey programs include geologic hazards, hydrology, energy resources, mining, mine safety training, abandoned and inactive mines inventory, and earth science education outreach. As Idaho grows, demand is increasing for geologic information related to population growth, energy- mineral- and water-resource development, landslide hazards and earthquake monitoring.

### AUTHORITY AND SCOPE

Idaho Code provides for the creation, purpose, duties, reporting, offices, and advisory board of the Idaho Geological Survey. The Code specifies the authority to conduct investigations and establish cooperative projects and seek research funding. The Idaho Geological Survey publishes an Annual Report as required by its enabling act.

### **GOAL 1: OUTREACH AND ENGAGEMENT (SERVICE)**

**Context:** *Achieve excellence in collecting and disseminating geologic information and mineral data to the mining, energy, agriculture, utility, construction, insurance, and banking industries, educational institutions, civic and professional organizations, elected officials, governmental agencies, and the public. Continue to strive for increased efficiency and access to Survey information primarily through publications, Web site products, in-house collections and customer inquiries. Emphasize Web site delivery of digital products and compliance with state documents requirements (Idaho Code 33-*

205). *Maintain concentrated effort to collect and preserve Idaho's valuable geologic data at risk.*

**Objective A: Produce and effectively deliver relevant geologic information to meet societal priorities and requirements**

**Performance Measure:**

- Number of published reports on geology/hydrology/geologic hazards/mineral and energy resources.

**Benchmark:** The number of IGS published reports TBD based on preceding years and staffing.

**Objective B: Build and deliver Web site products and develop user apps and search engines**

**Performance Measure:**

- Number of IGS web site viewers and products used/downloads.

**Benchmark:** The number of website products TBD based on preceding years and staffing.

**Objective C: Maintain compliance of Idaho State Library Documents Depository Program and Georef Catalog (International)**

**Performance Measure:**

- Percentage of total survey documents available

**Benchmark:** 100%

**GOAL 2: SCHOLARLY AND CREATIVE ACTIVITY (RESEARCH)**

**Context:** *Advance the knowledge and practical application of geology and earth science in Idaho. Promote, foster, and sustain a climate for research excellence. Develop existing competitive strengths in geological expertise. Maintain national level recognition and research competitiveness in digital geological mapping techniques in compliance with required state and federal GIS standards. Sustain and build a strong research program through interdisciplinary collaboration with academic institutions, and state and federal land management agencies. Pursue opportunities for public and private research partnerships.*

**Objective A: Sustain and enhance geological mapping and related studies**

**Performance Measure:**

- Increase the area of modern digital geologic map coverage for Idaho by mapping in priority areas designated by Idaho Geological Mapping Advisory Committee (IGMAC).

**Benchmark:** A sustained increase in cumulative percent of Idaho's area covered by modern geologic mapping.

**Objective B: Sustain and build research funding**

**Performance Measure:**

- Externally funded grant and contract dollars  
**Benchmark:** The number of externally funded grants and amount of contract dollars compared to a five year average.

**GOAL 3: TEACHING AND LEARNING (EDUCATION)**

**Context:** *Educate clients and stakeholders in the use of earth science information for society benefit. Support knowledge and understanding of Idaho's geologic setting and resources through earth science education. Achieve excellence in scholarly and creative activities through collaboration and building partnerships that enhance teaching, discovery, and lifelong learning.*

**Objective A: Develop and deliver earth science education programs and public presentations**

**Performance Measure:**

- Educational programs for public audiences

**Benchmark:** The number of educational reports and presentations TBD based on previous years and staffing.

**GOAL 4: COMMUNITY AND CULTURE (SERVICE)**

**Context:** *We are committed to a culture of service to Idaho. We value the diversity of Idaho's geologic resources and diversity of community uses. We strive to partner with communities and stakeholders to increase the intellectual capacity to resolve resource challenges facing Idaho and consumers of our state resources.*

**Objective A: Develop and deliver products serving all sectors of users.**

**Performance Measure and Benchmark:** (included in deliverables listed in Goal 1)

**KEY EXTERNAL FACTORS:**

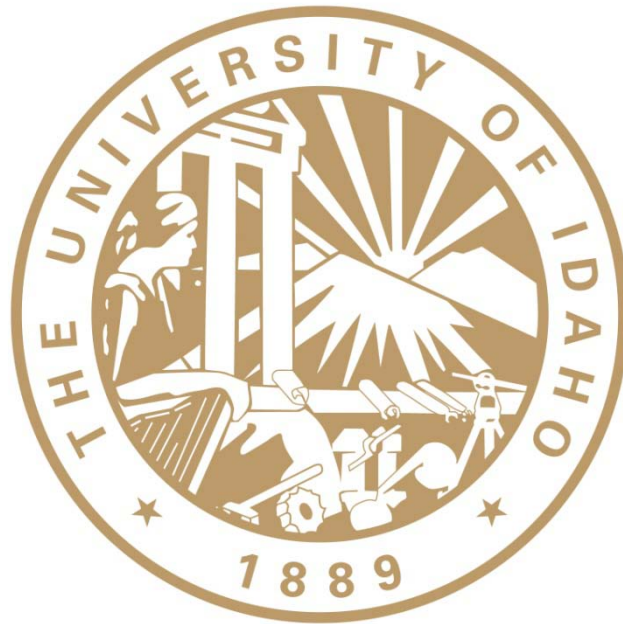
**Funding:**

*Achievement of strategic goals and objectives is dependent on appropriate state funding and staffing levels. External research support is mostly subject to federal program funding and increasing state competition for federal programs. Many external programs require a state match and are dependent on state funding level.*

**Demand for services and products:**



*Changes in demand for geologic information due to energy and minerals economics play an important role in achievement of strategic goals and objectives. State population growth and requirements for geologic information by public decision makers and land managers are also key external factors.*



# **University of Idaho**

## **Idaho (Washington-Idaho, W-I) Veterinary Medical Education Program/ Caine Veterinary Teaching Center Strategic Plan**

**2013-2017**

# **Idaho (Washington-Idaho, W-I) Veterinary Medical Education Program/Caine Veterinary Teaching Center**

## **STRATEGIC PLAN 2013-2017**

### **VISION STATEMENT:**

Improved health and productivity of Idaho's food-producing livestock

### **MISSION STATEMENT:**

Transfer science-based medical information and technology concerning animal well-being, zoonotic diseases, food safety, and related environmental issues – through education, research, public service, and outreach – to veterinary students, veterinarians, animal owners, and the public, thereby effecting positive change in the livelihood of the people of Idaho and the region.

### **Authority and Scope:**

The original Tri-State Veterinary Education Program (WOI Regional Program – Washington State University, Oregon State University, and University of Idaho) was authorized in 1973 by the Idaho Legislature. The Caine Veterinary Teaching Center (Caine Center) at Caldwell, an off-campus unit of the University of Idaho's Department of Veterinary Science, was opened in 1977 as a part of Idaho's contribution to the WOI Regional Program in Veterinary Medicine. Oregon dropped out of the cooperative program in 2005; thus, the Program now involves only the University of Idaho and Washington State University, and is known as the (Washington-Idaho) W-I Program.

The Caine Center serves primarily as a food animal referral hospital/teaching center where veterinary students from Washington State University/College of Veterinary Medicine (WSU/CVM) participate in one- to four-week elective food animal production medicine rotations during their senior year of veterinary school.

The W-I Program allows Idaho resident students access to a veterinary medical education through a cooperative agreement with WSU, whereby students are excused from paying out-of-state tuition, and has undergone change since its inception. Originally providing access for 15 new Idaho resident students per year in the 4-year program (funding for 60 students annually), the program now provides access for 11 Idaho resident students per year (funding for 44 students annually). The Caine Center program now resides in the Department of Animal and Veterinary Science (AVS), in UI's College of Agricultural and Life Sciences (CALS).

**PLANNING, POLICY AND GOVERNMENTAL AFFAIRS**  
**APRIL 19, 2012**

The present W-I Program is an American Veterinary Medical Association (AVMA)-accredited veterinary medical program. Faculty members are specialized in virology, bacteriology, epidemiology, medicine, and surgery and hold joint appointments between the UI College of Agricultural and Life Sciences in the AVS Department (research) and W-I Regional Veterinary Medicine Program (teaching/service/outreach). The Veterinary Pathology discipline was lost in 2005 when our second of two board-certified veterinary pathologists retired and was not replaced.

The Caine Center's service and diagnostic program is integral to the food animal production medicine teaching program, offering individual animal diagnosis and treatment plus disease outbreak investigation services to the veterinarians and livestock producers in Idaho. Live animals referred from practicing veterinarians are used as hospital teaching cases, and are examined and treated by the students who are on rotation at that time. Students have access to onsite, in-house laboratories to process the samples they collect and analyze the results. Practicing veterinarians throughout the state who need diagnostic help with disease problems also send samples directly to the Caine Center's laboratories for analysis.

The establishment of the original "WOI Program" motivated the development of a cooperative graduate program with WSU, allowing cross-listing of the WSU Veterinary Science graduate courses. Thus, UI students are able to enroll for coursework leading to the UI Master's degree and to the WSU PhD degree programs through the University of Idaho. The cooperative graduate program has also enhanced research cooperation between WSU and UI faculty members.

Responsibility for all Caine Center programs, operations, supervision and leadership for the faculty and staff lies with the Head of the AVS Department, Dr. Carl Hunt.

Teaching:

A teaching-oriented faculty with a practical approach to clinical problem-solving provides 1- to 4-week block(s) of time devoted to general food animal medicine, dairy production medicine, reproduction/biotechnology, cow/calf management, feedlot medicine, sheep/lambing management, small ruminant clinical medicine and special topics blocks designed for individual student needs.

Disease agents, fluid therapy, appropriate drug use, nutrition, diagnostic sampling, and necropsy are emphasized in clinical skills and individual animal medicine instruction. Production animal medicine stresses recordkeeping and interpretation, investigational skills, animal well-being, and stress reduction for beef cattle, dairy cattle, and small ruminants (primarily sheep and goats).

**PLANNING, POLICY AND GOVERNMENTAL AFFAIRS**  
**APRIL 19, 2012**

Caine Center faculty members develop summer internship opportunities for the AVS Department undergraduate program, especially designed for the pre-veterinary students. Also, a 6-week summer dairy/beef veterinary experiential learning program – Northwest Bovine Veterinary Experience Program (NW-BVEP) – was started three years ago for a limited number of first- and second-year WSU/CVM veterinary students. One W-I Program faculty member stationed at Moscow serves as an advisor for pre-veterinary students, teaches undergraduate veterinary science courses, and teaches in the second- and third-year instructional programs at the WSU College of Veterinary Medicine at Pullman.

The Caine Center and AVS faculty also make use of the Caine Center facilities to offer continuing education programs for veterinarians and livestock producers, and the faculty themselves are involved in state-wide producer educational programs.

Research:

Nationally- and internationally- acclaimed research conducted at the Caine Center includes that done on cryptosporidiosis, anaplasmosis, neonatal calf diseases, fluid therapy, reproductive diseases of cattle and sheep, genetic control of ovine foot rot, EID (electronic identification) of beef cattle, Johne's disease in cattle, sheep and goats, and scrapie in sheep. A long-standing collaboration with the Idaho Department of Fish & Game on wildlife/domestic disease interaction has resulted in elucidation of the Pasteurellaceae group of organisms causing death in bighorn sheep. The faculty has secured significant outside funding to conduct their research, and they have published numerous scientific papers. The research is dedicated primarily to that relevant to regional disease problems.

Service/Outreach/Extension:

Caine Center faculty members also have responsibility for outreach activities, although none of them have official Extension appointments. Their regular activities of daily/regular interaction and consultation with livestock producers, commodity groups, veterinarians, UI Extension specialists, and others on a variety of topics including production medicine, disease control or prevention, and reproductive problems are all service-oriented. Several faculty members contribute material on a regular basis to lay publications and industry newsletters, and many are active in their state and national professional associations.

Comprehensive diagnostic services, disease investigations, and clinical studies – provided on a fee-for-service basis and in conjunction with the veterinary teaching program – have significantly benefited many producers through the control of a number of economically devastating diseases.

**Teaching and Learning**

**Goal 1. Quality.**

**Objective:** Continue to provide and improve a quality, highly-rated and effective teaching program with an innovative and practical approach to clinical problem-solving.

**Strategies:**

- Seek out new teaching opportunities utilizing large food- animal production facilities that allow students actual hands-on experience not available in a formal educational facility, i.e. calving, lambing, kidding, milk sampling, surgery, etc.
- Utilize expertise of specialists in AVS and other departments to further expose students to basic specialized learning experiences.
- Incorporate local veterinary practitioners and agency specialists as part of the interdisciplinary instructional team.
- Expand partnerships with industry, state and local government agencies, and private foundations to encourage the funding of unique learning opportunities such as internships, preceptorships and residencies.

**Performance Measures:**

- Number of students in senior blocks
- Student evaluations
- Number of hours spent by students on producers' properties gaining hands-on experience
- Number of guest lecturers per block
- Contact hours with outside veterinarians

**Benchmark:**

- Having students for at least 80% of the scheduled blocks
- Having at least 35% of the WSU/CVM Senior Class rotate through the Caine Center

**PLANNING, POLICY AND GOVERNMENTAL AFFAIRS**  
**APRIL 19, 2012**

- Each student averaging at least 12 hours of direct hands-on experience on clients farms per 2-week block
- At least one guest lecturer per 2-week block
- An average of 4 hours of contact time per student with practicing veterinarians per 2-week block

**Scholarly and Creative Activity**

**Goal 1. Quality.**

**Objective: To provide the atmosphere, environment, encouragement, and time for faculty members to cultivate and nurture their scholarly and creative abilities.**

**Strategies:**

- Ensure that each faculty member has adequate time to pursue their research interests.
- Mentor new faculty and make sure they progress in an organized fashion towards reaching tenure and maximize their contribution to the Caine Program and the University of Idaho.
- Continue to nurture interaction between the AVS Dept/Moscow faculty, the Caine Center, and the WSU Veterinary School to promote collaboration on research projects, particularly for the newer faculty.
- Encourage faculty to seek out and apply for grants and contracts from all sources including federal and state government agencies, industry, private organizations and foundations.

**Performance Measures:**

- Time faculty members have to do research
- Amount of external funding
- Published papers in peer-reviewed journals and abstracts that meet CALS performance goals for each faculty member

**Benchmark:**

- Each faculty should dedicate at least 40 hours per month to research.

**PLANNING, POLICY AND GOVERNMENTAL AFFAIRS**  
**APRIL 19, 2012**

- Each faculty member should submit the required number of grants based on their research appointment and expectations.
- Each faculty member should meet expectations or better on their annual review (2 papers/year based on 100% research appointment).

**Outreach and Service –**

**Goal 1. Quality**

**Objective: Endeavor to expand diagnostic laboratory and field services for the veterinarians and livestock producers in Idaho and the region.**

**Strategies for Objective:**

- Encourage the participation of faculty and staff in Extension activities whenever possible, and as funding allows.
- Encourage the participation of all faculty members in field disease investigations.
- Continue to monitor quality control in all laboratories. Pursue any questions or complaints concerning results until the situation is resolved.
- Encourage continuing education of laboratory staff in their given specialty.
- Partner with other University departments or units and state agencies to enhance service, improve quality, and expand diagnostic testing for zoonotic and communicable diseases of importance to Idaho and the Northwest region. Specifically, advocate for the hiring of a Veterinary Pathologist to be shared with the Idaho Department of Agriculture Animal Health Laboratory.
- Continuously update clinical and laboratory instrumentation as budgets allow, thereby enhancing diagnostic laboratory testing procedures and services for veterinarians and livestock producers in the region.
- Implement and keep updated a fee-for-service structure that provides adequate budgetary support for additional laboratory personnel – over and above those supported by the State – and is based on costs of diagnostics, other available funding, and industry needs.
- Maintain support personnel adequate to ensure that increased volume of activity can be efficiently serviced.



Performance Measures:

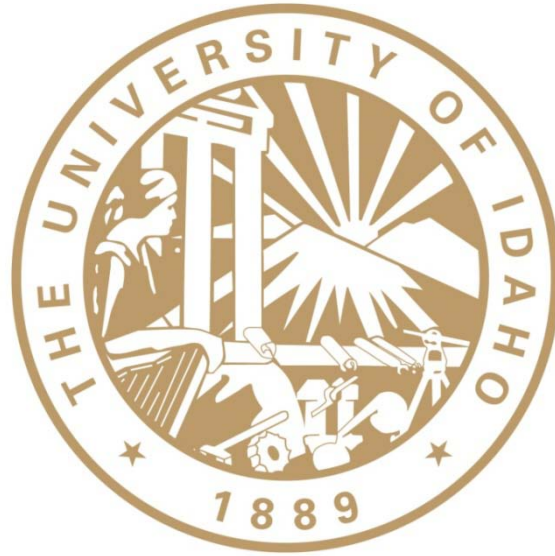
- Field investigations conducted; number of animals/herds served.
- Laboratory diagnostic and live animal case accessions.
- Number of laboratory personnel that participate in continuing education.
- Number of hours of continuing education accumulated by laboratory personnel.
- New techniques or equipment incorporated into laboratories protocols.

Benchmarks:

- Each faculty member to give at least one Extension producer presentation or demonstration (oral or written) per year.
- Each faculty member should conduct at least 6 field investigations per year.
- Laboratories diagnostic accessions should increase each year by at least 3%, in normal economic times.
- Live animal case accessions should remain steady, or increase in normal economic times.
- Adequate laboratory diagnostic caseload to support 3.0 FTE's, in normal economic times.

**External Factors:**

- 1) Caseload – live animal cases and diagnostic cases, sufficient for instructional goals and objectives and to support in-house laboratories are variable; subject to need and economic demand.
- 2) Loss of essential personnel. Due to budget reductions (hold-backs, rescissions, and furloughs); it is difficult to hire and retain sufficient, qualified individuals to keep up with demands of the program. Positions have been restructured and funding sources modified to the extent possible. There is also very limited means to recognize and reward outstanding performance.
- 3) Veterinary Pathology. This position has been vacant since the retirement of the second of our two veterinary pathologists in 2006. This specialty is in high demand in veterinary medicine. We are outsourcing for minimal diagnostic services, but are unable to incorporate this extremely important specialty in the veterinary teaching program at this time.



# WWAMI

(Washington, Wyoming, Alaska, Montana, Idaho)  
FY2013-FY2016 Strategic Plan

**WWAMI is Idaho's regional medical education program**, under the leadership and institutional mission of the **University of Idaho**, in partnership with the **University of Washington School of Medicine (UWSOM)**. Idaho medical students spend the first year of their medical education on the campus of the **University of Idaho** in Moscow, study medicine on the campus of UWSOM in Seattle during their second year, and complete their third and fourth year clinical training at **regional medical sites in Boise, across Idaho**, or throughout the **WWAMI** (Washington, Wyoming, Alaska, Montana, Idaho) region.

As the **medical education contract program for the State of Idaho** with the University of Washington, the **UI-WWAMI Medical Program** supports the Strategic Action Plan of its host university, the University of Idaho, while recognizing its obligation

to the mission, goals, and objectives of its nationally accredited partner program, the UWSOM.

UWSOM and its partner WWAMI Medical Program in Idaho are dedicated to improving the general health and wellbeing of the public. In pursuit of our goals, we are committed to **excellence in biomedical education, research, and health care**. The UWSOM and WWAMI are also dedicated to ethical conduct in all of our activities. As the **pre-eminent academic medical center in our region** and as a national leader in biomedical research, UWSOM places special emphasis on educating and training physicians, scientists, and allied health professionals **dedicated to two distinct missions:**

- **Meeting the health care and workforce needs of our region**, especially by recognizing the importance of **primary care** and providing service to **underserved populations;**
- **Advancing knowledge** and assuming leadership in the **biomedical sciences and in academic medicine.**

We acknowledge a **special responsibility to the people** in the states of Washington, Wyoming, Alaska, Montana, and **Idaho**, who have joined in a unique regional partnership. UWSOM and WWAMI are **committed to building and sustaining a diverse academic community** of faculty, staff, fellows, residents, and students and **to assuring that access to education and training** is open to learners from all segments of society, acknowledging a **particular responsibility to the diverse populations within our region.**

#### **Vision for Medical Student Education**

Our students will be highly competent, knowledgeable, caring, culturally sensitive, ethical, dedicated to service, and engaged in lifelong learning.

#### **UWSOM – Idaho WWAMI Medical Student Education Mission Statement**

Our mission is to improve the health and wellbeing of people and communities throughout the WWAMI region, the nation, and the world through educating, training, and mentoring our students to be excellent physicians.

**Goals for Medical Student Education**

In support of our mission to educate physicians, our goals for medical student training are to:

1. Challenge students and faculty to achieve excellence;
2. Maintain a learner-centered curriculum that focuses on patient-centered care and that is innovative and responsive to changes in medical practice and healthcare needs;
3. Provide students with a strong foundation in science and medicine that prepares them for diverse roles and careers;
4. Advance patient care and improve health through discovery and application of new knowledge;
5. Teach, model, and promote:
  - a. the highest standards of professionalism, honor, and integrity, treating others with empathy, compassion, and respect;
  - b. a team approach to the practice of medicine, including individual responsibility and accountability, with respect for the contributions of all health professions and medical specialties;
  - c. the skills necessary to provide quality care in a culturally sensitive and linguistically appropriate manner;
6. Encourage students to maintain and model a balanced and healthy lifestyle;
7. Foster dedication to service, including caring for the underserved;
8. Engage students in healthcare delivery, public health, and research to strengthen their understanding of healthcare disparities and regional and global health issues; and
9. Provide leadership in medical education, research, and health policy for the benefit of those we serve regionally, nationally, and globally.

**Alignment with the Idaho State Board of Education's Strategic Plan**

**FY2012-2016**

**Goal I: A WELL EDUCATED CITIZENRY** –Continuously improve access to medical education for individuals of all backgrounds, ages, abilities, and economic means.

**Objective A: Access** - Provide outreach activities that help recruit a strong medical student applicant pool for Idaho WWAMI.

- **Performance measure:** the number of Idaho WWAMI medical school applicants per year and the ratio of Idaho applicants per funded medical student seat.
- **Benchmark:** National ratio of state applicants to medical school per state-supported seats.

**Objective B: Transition to Workforce** - Maintain a high rate of return for Idaho WWAMI graduate physicians who choose to practice medicine in Idaho, equal to or better than the national state return rate.

- **Performance measure:** Cumulative Idaho WWAMI return rate for graduates who practice medicine in Idaho.
- **Benchmark:** target rate – national average or better.

**GOAL 2: CRITICAL THINKING AND INNOVATION** - WWAMI will provide an environment for the development of new ideas, and practical and theoretical knowledge to foster the development of biomedical researchers, medical students and future physicians who contribute to the health and wellbeing of people and communities.

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

- **Performance Measure:** WWAMI faculty funding from competitive Federally funded grants.
- **Benchmark:** \$3M annually, through FY14.

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

- **Performance Measures:** Percentage of Idaho WWAMI medical students participating in medical research (laboratory and/or community health)
- **Benchmark:** 100%

**Objective C: Quality Instruction** – Provide excellent medical education in biomedical sciences and clinical skills.

- **Performance measure:** pass rate on the U.S. Medical Licensing Examination (USMLE), Steps 1 & 2, taken during medical training.

- **Benchmark:** U.S. medical student pass rates, Steps 1 & 2.

**GOAL 3: Effective and Efficient Delivery Systems** – Deliver medical education, training, research, and service in a manner which makes efficient use of resources and contributes to the successful completion of our medical education program goals for Idaho.

**Objective A:** Increase medical student early interest in rural and primary care practice in Idaho.

- **Performance measure:** the number of WWAMI rural summer training placements in Idaho each year.
- **Benchmark:** 20 rural training placements following first year of medical education.

**Objective B:** Increase medical student participation in Idaho clinical rotations (clerkships) as a part of their medical education.

- **Performance measure:** the number of WWAMI medical students completing clerkships in Idaho each year.
- **Benchmark:** 20 clerkship students each year.

**Objective C:** Support and maintain interest in primary care medicine for medical career choice.

- **Performance measure:** Percent of Idaho WWAMI graduates choosing primary care specialties for residency training each year.
- **Benchmark:** 50% of Idaho WWAMI graduating class choosing primary care residency training, in keeping with WWAMI mission.

**Objective D:** Maintain a high level Return on Investment (ROI) for all WWAMI graduates who return to practice medicine in Idaho.

- **Performance measure:** Ratio of all WWAMI graduates who return to practice medicine in Idaho, regardless of WWAMI origin, divided by the total number of Idaho medical student graduates funded by the State.
- **Benchmark:** target ratio – 60%

**Objective E:** Efficiently deliver medical education under the WWAMI contract, making use of Idaho academic and training resources.

- **Performance measure:** Percent of Idaho WWAMI medical education contract dollars spent in Idaho each year.
- **Benchmark:** 50%

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**Key External Factors** (beyond the control of the Idaho WWAMI Medical Program):

**Funding:** the number of state-supported Idaho medical student seats each year is tied to State legislative appropriations. Availability of revenues and competing funding priorities may vary each year.

**Medical Education Partnerships:** as a distributed medical education model, the University of Idaho and the UWSOM WWAMI Medical Program rely on medical education partnership with local and regional physicians, clinics, hospitals, and other educational institutions in the delivery of medical training in Idaho. The availability of these groups to participate in a distributed model of medical education varies according to their own budget resources and competing demands on their time and staff each year.

**Population Changes in Idaho:** with a growing population and an aging physician workforce, the needs for doctors and medical education for Idaho's students only increases. Changes in population statistics in Idaho may affect applicant numbers to medical school, clinical care demands in local communities and hospitals, and availability of training physicians from year to year.



**Small Business  
Development Center**  
directions solutions impact

## Strategic Plan 2012-2016

### Background:

The Idaho Small Business Development Center (Idaho SBDC) was established in 1986 as part of a nationwide network created to improve for the success of small businesses. The U. S. Small Business Administration, the State of Idaho, the hosting institutes of higher education, and private donations fund the organization.

The Idaho SBDC network includes business consultants, trainers, support staff and volunteers that operate from the state's colleges and universities. Boise State University's College of Business and Economics serves as the host with administrative responsibility for directing the type and quality of services across the state. Six Regional offices are funded under sub-contracts with their host institutions. The locations result in 90% of Idaho's businesses being within a 1 hour drive:

- ❶ North Idaho College - Coeur d'Alene
- ❷ Lewis-Clark State College - Lewiston
- ❷ Boise State University - Boise
- ❹ College of Southern Idaho - Twin Falls
- ❺ Idaho State University - Pocatello
- ❻ Idaho State University - Idaho Falls



Services include confidential one-on-one consulting and focused training. Staff members are very involved in the business and economic development efforts in their areas and; therefore, are positioned to respond rapidly to the changing business environment.

### Mission:

To enhance the success of small businesses in Idaho by providing high-quality consulting and training.

### Vision:

Idaho SBDC clients are recognized as consistently outperforming their peers.

### Tag Line:

Directions, Solutions, Impact

### Operating Principles:

Service is the primary product of the Idaho SBDC. Creating and maintaining a high standard of service requires a commitment to four principles:

1. **Focus on the Client:** The very future of the Idaho SBDC program depends on creating satisfied clients. To this end, each client contact must be considered an opportunity to focus on client needs and desires. Responding quickly with individual attention to specific and carefully identified client needs, then seeking critical evaluation of performance are standard processes followed with each client and training attendee.
2. **Devotion to Quality:** Providing consulting and training through a quality process and constantly seeking ways to improve that process are necessary to providing exceptional



# **PLANNING, POLICY AND GOVERNMENTAL AFFAIRS**

## **APRIL 19, 2012**

service. Fostering teamwork, eliminating physical and organizational barriers that separate people, establishing long-term relationships with partners and encouraging all to participate in quality improvement are some of the actions that demonstrate devotion to quality.

3. **Concentration on Innovation:** To innovate is to improve through change. Staff members constantly seek ways to improve methods and processes and assume a leadership role in trying new approaches to serve clients. Regular performance reviews, participation in related organizations, and attending professional development workshops are some of the ways that innovation is supported.
4. **Commitment to Integrity:** The Center values integrity and will conduct all of our services in an ethical and consistent manner. We will do our best to provide honest advice to our clients with our primary motivation to be the success of the business. In return, we also expect our clients to be straight forward and share all information necessary to assist them in their business.

### **Priorities:**

The Idaho SBDC will focus on the following priorities:

1. **Maximum client impact** – While the SBDC provides services to all for-profit small businesses, it is clear that a small percentage of businesses will contribute the majority of the impact. Improving the ability to identify impact clients, develop services to assist them, and create long-term connections will increase the effectiveness of the Idaho SBDC.
2. **Strong brand recognition** – The Idaho SBDC remains unknown to a large number of businesses and entrepreneurs, as well as stakeholders. A consistent message and image to convey the SBDC value in conjunction with systematic marketing are necessary to raise the awareness of the SBDC value to both potential clients and stakeholders.
3. **Increased resources** – Federal funding remained level from 1998 until 2007 resulting in a very lean operating budget and loss of several positions. A slight increase was received for 2008 however; additional resources – both cash and in-kind – are necessary to have an impact on a greater portion of small businesses and entrepreneurs.
4. **Organizational excellence** – The Idaho SBDC is in the top 10% of SBDCs on all impact measures, is consistently one of the top 5 states on the Chrisman impact survey, and received accreditation in 2009 with no conditions. The organization must continually improve to maintain this excellence.

### **Market Segments:**

The small business market served by the Idaho SBDC can be divided into three segments. With limited resources and the knowledge that in-depth, on-going consulting gives greater returns, the focus is on Segment 3 – high impact clients. The Idaho SBDC Marketing Plan contains additional information on state demographics and how these segments fit into the overall plan.

#### **Segment 1:**

**Pre-venture** – These potential clients are not yet in business. They will be assessed for the level of effort already put into the venture. Entrepreneurs who have not moved beyond the idea stage will be directed to a variety of resources to help them evaluate the feasibility of their idea. They will need to take further steps before scheduling an appointment with a consultant. These pre-venture clients will be less than 40% of the total clients and will receive 25% or less of consulting services. A small segment of these clients will be designated as high impact potential clients (Segment 3).

#### **Segment 2:**

**Established businesses** – This segment has already established a business. A consultant will meet with them to evaluate their needs and formulate a plan to work together. The majority of businesses in this category will have 20 employees or less. Over 60% of Idaho SBDC clients and over 75% of consulting time will be spend on clients in this category. This segment will also

# PLANNING, POLICY AND GOVERNMENTAL AFFAIRS

## APRIL 19, 2012

contain some businesses that will be designated as high impact potential (segment 3).

### Segment 3:

High impact potential – This segment is composed of the top 15% of clients in each region based on their potential to grow sales and jobs. This segment is not consistent throughout the state but is relative to the business potential based on economic conditions in the region. These businesses will receive focused long-term services and coaching and be tracked separately in the MIS system. Businesses in this category will generally have between 10 and 50 employees or have the potential to grow to this size within five years.

### Success:

Success is defined as a client achieving the best possible outcome given their abilities and resources. Success does not necessarily mean that the business will start or that there will be increases in capital, sales, and jobs. For some clients, the best possible outcome is to decide not to open a business which has a high likelihood of failure. Preserving capital can be success in some situations. There may also be circumstances that cause a client to choose to limit the growth of their business. It is important to recognize the clients' goals, help them understand their potential, and then jointly identify success.

### Allocation of Resources:

The Idaho SBDC shifts resources as appropriate to achieve the goals of the Strategic Plan. The SBA portion of the Idaho SBDC's budget increased about 8% in 2008 after remaining flat since 1998. Lean budgets have prompted shifting financial resources from operating to personnel to assure that Idaho small businesses receive the same level of service. Currently, the operating budget for the Idaho SBDC is at what is considered a floor for supporting existing personnel and offices. Currently, the annual budget for the Idaho SBDC is distributed as follows:

- ♦ Personnel = 71% of total budget, 90% excluding indirect costs
- ♦ Operating (travel, consultants, supplies, etc.) = 8% of total budget and 10% excluding indirect costs
- ♦ Indirect costs = 21%

Increases in funding will be directed toward client assistance. Reduction in funding will favor minor reductions in employee hours versus eliminating positions.

In addition to financial constraints, the Operations Manual sets a policy for allocation of time as 60% consulting, 20% training, and 20% administrative. Milestones for each center and minimum hours for consultants and regional directors are based on the time allocation. To maintain service at the existing level, operate within the financial constraints, and meet the time allocation policy, the Idaho SBDC focuses on shifting personnel resources to achieve strategic plan goals. For example, to shift the focus to high impact clients, requests for assistance from pre-venture businesses are shifted to training and web resources to free up consulting time. The SBDC will continue to use this model for distribution of resources to achieve the strategic plan goals as long as a constraint remains on operating resources.

### Needs:

In the statewide survey – three areas were identified as client needs that have not been a focus for the Idaho SBDC:

- Networking
- Health care insurance
- Web 2.0

In addition to these three focus areas, regional needs identified were:

- Access to capital
- Motivating employees/Customer service
- Pricing
- Websites/E-commerce
- Marketing strategies

**PLANNING, POLICY AND GOVERNMENTAL AFFAIRS**  
**APRIL 19, 2012**

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

**SWOT**

INTERNAL	EXTERNAL
Strengths	Opportunities
<ul style="list-style-type: none"><li>• No-cost</li><li>• People – expertise, passion, and professional development system</li><li>• Public and private partnerships and networks</li><li>• Systems for high performance</li><li>• Leadership at all levels</li></ul>	<ul style="list-style-type: none"><li>• Changes in the economy</li><li>• Strategic partners – leveraging resources</li><li>• Entrepreneurial culture</li><li>• Increase in angel investors</li><li>• New business trends – green, etc.</li><li>• Baby boomers</li></ul>
Weaknesses	Threats
<ul style="list-style-type: none"><li>• Market position – penetration of established small business market, brand, awareness beyond startup assistance (attraction of high growth companies)</li><li>• Sharing tools and resources at state and national levels</li><li>• Geographical area</li><li>• Implementation – lack of focused planning and disciplined follow-up</li></ul>	<ul style="list-style-type: none"><li>• Economy – especially in rural areas, hard for businesses to succeed and hard for businesses in all area to find funding</li><li>• Reduced funding at state and federal level</li><li>• Competitors</li></ul>

**Goals and Objectives:**

**Maximum Client Impact**

**Goal 1: Maintain Idaho SBDC client sales and employment growth at 8 times the growth of the average Idaho small business.**

**Objective 1.1:** Proactively manage impact clients.

**Performance Measure:** Conduct research project to better understand clients with recorded impact.

**Benchmark:** Completion 2012

**Performance Measure:** Impact clients identified in Center IC.

**Benchmark:** 15% of total clients

**Performance Measure:** Hours devoted to impact clients

**Benchmark:** 30% of consulting hours sent on impact clients by December 2012 and 40% on impact clients by December 2013.

**Objective 1.2:** Create and implement a systematic process for collecting and verifying impact.

**Performance Measure:** Finalize process and incorporate into operations manual by December 2012.

**Benchmark:** Completion

**Performance Measure:** Percent of impact verified

**Benchmark:** 100% of impact verified by 2012.

**Objective 1.3:** Expand and integrate export assistance into the network.

**Performance Measure:** Develop a plan for assisting companies with exporting.

**Benchmark:** 15 new exporters, 30 jobs, 30 long-term clients and expand export sales by \$5 million

**PLANNING, POLICY AND GOVERNMENTAL AFFAIRS**  
**APRIL 19, 2012**

**Performance Measure:** Establish 3 consultants as export assistance experts by December 2012.

**Benchmark:** Successful completion of the Certified Global Business Professional test.

**Performance Measure:** Collaborate with the International Business program to develop an export certification program and to develop student projects for clients.

**Benchmark:** 5 student projects per year.

**Objective 1.4:** Create a systematic process for assisting technology-based clients.

**Performance Measure:** By July 2012, decide whether to request technology certification during the next accreditation review in 2013.

**Benchmark:** Decision

**Performance Measure:** Evaluate gaps in technology assistance and create a plan with milestones and metrics for accomplishing by December 2012.

**Benchmark:** Plan completed

**Objective 1.5:** Increase sharing of tools, trainings and techniques for working with impact companies.

**Performance Measure:** Compile tools used by each office in the Center IC library – establish folders by Dec. 2010 and have at least 3 entries in each folder by Dec. 2013 – link with the assessment.

**Benchmark:** 3 tools per folder

## **Strong Brand Recognition**

### **Goal 2: Increase brand awareness with stakeholders and the target market.**

**Objective 2.1:** Establish a statewide marketing effort with a minimum of 20 hours per week by 2013.

**Performance Measure:** Use GA for marketing assistance in 2012 and 2013.

**Benchmark:** Completion

**Performance Measure:** Identify funding for ½ time position by December 2012.

**Benchmark:** Completion

**Objective 2.2:** Develop yearly marketing plan/calendar for State Office and each Regional Office.

**Performance Measure:** Number of success stories per year and media impressions per office per year.

**Benchmark:** 2 stories, 10 media impressions

**Performance Measure:** Public appearance per quarter per office.

**Benchmark:** 4 talks per year

**Performance Measure:** Award nomination per year per office.

**Benchmark:** 2 nominations

**Objective 2.3:** Develop brand usage guidelines by Dec. 12 and monitor implementation.

**Performance Measure:** Guidelines developed.

**Benchmark:** Consistent usage

**Objective 2.4:** Increase website usage by 20% by 2013.

**Performance Measure:** Update website and incorporate information for export assistance by December 2012.

**PLANNING, POLICY AND GOVERNMENTAL AFFAIRS**  
**APRIL 19, 2012**

**Benchmark:** Increase website usage by 20% by December 2013.

**Increase Resources**

**Goal 3: By 2013, set and achieve goal for cash and in-kind resources necessary to achieve strategic plan.**

**Objective 3.1:** Develop a funding plan that identifies regional and statewide funding needs, the associated additional activities or gaps that the funding will address, potential sources for each need, who will be responsible for approaching the sources, and a timeframe for completion.

**Performance Measure:** Funding needs developed and target set by June 2012.

**Benchmark:** Plan completed

**Performance Measure:** Target achieved by date established in funding strategy.

**Benchmark:** Target achieved

**Objective 3.2:** Share Idaho SBDC success and impact with key funding stakeholders.

**Performance Measure:** Create process to track stakeholder letters and reports in MIS by December 2012.

**Benchmark:** Process established

**Performance Measure:** Institute process to send success stories and other relevant information to congressional offices, legislators and other appropriate elected offices by December 2011.

**Benchmark:** 10 letters to Congressional and Legislative Offices

**Objective 3.3:** Use students, faculty, volunteers and other experts to supplement SBDC consulting and provide additional resources for clients.

**Performance Measure:** # students projects, # volunteer hours

**Benchmark:** Minimum of 10 student projects or 500 volunteer hours per year per office.

**Organizational Excellence**

**Goal 4: The percentage of Idaho SBDC clients' impact to the total national impact is greater than Idaho's percentage of SBA funding.**

**Objective 4.1:** Integrate the highest standards and systems into day-to-day operating practices to achieve excellence on all reviews and meet goals.

**Performance Measure:** Collect best practices from top tier states to incorporate for continuous improvement and benchmarking.

**Benchmark:** Higher % or national impact

**Performance Measure:** Achieve highest rating and/or meet goals for SBA exam, program reviews, Accreditation, SBA goals, etc.

**Benchmark:** Highest rating

**Performance Measure:** Engage in ASBDC conference, committees and interest groups to learn more about the SBADCs.

**Benchmark:** 4 staff per year

**Objective 4.2:** Create greater efficiencies and consistency in office operations.

**Performance Measure:** Collect suggestions for improvement during management and operational reviews.

**Benchmark:** # of suggestions implemented

**Performance Measure:** Move to paperless files by December 2013.

**Benchmark:** All electronic files

# PLANNING, POLICY AND GOVERNMENTAL AFFAIRS

## APRIL 19, 2012

**Objective 4.3:** Achieve 90% participation of the Advisory Board members in scheduled meetings.

**Performance Measure:** Communicate regularly with Advisory Board by sending monthly critical measures, success stories and updates on significant events.

**Benchmark:** 90% participation

### Program Performance Measures/Benchmarks

Performance Measure	Description/Benchmark*	CY2011
Consulting Hours	The total number of hours of consulting and preparation time; Goal is 16,000	17,855
Average Hours Per Client	Goal is 8.5	10.83
Customer Satisfaction	Percentage of above average and excellent rating, Goal is 90%	97
Number of Client with 5 hours or more of contact and preparation time	Goal is 600	585
Business Starts	Goal is 72	57
Jobs Created	Goal is 251	399
Jobs Saved	N/A, The Center has not created a goal for this but in the current economic downturn this is a critical outcome	706
Sales Growth	Growth in sales year to year. Goal is \$27,000,000	\$50,073,210
Capital Raised	Capital raised in the current year. Goal is \$25,000,000	\$13,701,212
ROI (Return on Investment)	The cost of the Idaho SBDC versus the increase in taxes collected due to business growth by SBDC clients. Goal is 3.0	3.67

\*The benchmarks (goals) are developed from with data from other SBDCs, the SBA, and from our accrediting organization.

### External Factors

The items below are external factors that significantly impact the Idaho SBDCs ability to provide our services and are outside of our control.

1. **Economy.** The general state of the economy in Idaho and across the nation has a huge impact on the Idaho SBDC's ability to create impact through our assistance to entrepreneurs. The Center has observed that businesses that use our services do much better in poor economic times than does the average business in Idaho. The recent economic downturn has highlighted how challenging it is to grow sales, increase jobs, raise capital, and start a new business.
2. **Funding.** Funding from Federal and State sources directing impact the resources available to the Center. Without the financial resources available to hire the right people and provide them with resources (phone, computers, etc), it will be challenging to serve Idaho's entrepreneurs effectively.

## **TechHelp Strategic Plan 2013 – 2017**

### **TechHelp Business Definition**

TechHelp is Idaho's MEP center. Working in partnership with the state universities, we provide assistance to manufacturers, food and dairy processors, service industry and inventors to grow their revenues, to increase their productivity and performance, and to strengthen their global competitiveness.

"Our identity is shaped by our results."

### **TechHelp Strategic Mission Statement**

TechHelp will be a respected, customer-focused, industry recognized organization with strong employee loyalty, confidence of its business partners and with the resources and systems in place to achieve the following annual results by 2016:

- 80 manufacturers reporting \$100,000,000 economic impact
- 170 jobs created
- > \$20,000 and < \$50,000 Net Income

### **TechHelp Core Strategy**

TechHelp will use a team-based network of experienced staff and proven partners from private industry, Idaho's Universities and the National MEP network to develop trusted and lasting relationships with Idaho companies and communities. TechHelp will have a reputation for developing, teaching and delivering innovative processes and services that enable Idaho's medium, small and rural companies to drive profitable growth through self-sustaining business practices.

**Goal I:** Impact on Manufacturing – Deliver a positive return on both private business investments and public investments in TechHelp by adding value to the customer and the community.

Objectives for Impact:

1. Offer products and workshops that meet Idaho manufacturers' product and process innovation needs.
  - a. *Performance Measure:*
    - i. Client economic impacts resulting from projects
  - b. *Benchmark:*
    - i. Reported cumulative impacts for sales, savings, investments and jobs each improve by five percent over the prior year
2. Exceed federal system goals for impacted Clients served per \$Million Federal.
  - a. *Performance Measure:*
    - i. Score on federal sCOREcard
  - b. *Benchmark:*
    - i. Number of clients served exceeds federal minimum with a goal of 80 clients reporting impact by 2017

**Goal II:** Operational Efficiency – Make efficient and effective use of TechHelp staff, systems and Advisory Board members.

Objectives for Efficiency:

1. Improve efficiency of client projects.
  - a. *Performance Measure:*
    - i. State dollars expended per project/event
  - b. *Benchmark:*
    - i. Dollars expended is less than prior year's total
2. Improve effectiveness of client projects.
  - a. *Performance Measure:*
    - i. Total economic impact reported by TechHelp clients
  - b. *Benchmark:*
    - i. Reported total impacts increase by 5% each year with the goal of \$100,000,000 in impacts by 2017.



**Goal III:** Financial Health – Increase the amount of program revenue and the level of external funding to assure the fiscal health of TechHelp.

Objectives for Financial Health:

1. Increase total client fees received for services.
  - a. *Performance Measure:*
    - i. Net revenue from client projects
  - b. *Benchmark:*
    - i. Annual net revenue exceeds the prior year by five percent
2. Increase external funding to support operations and client services.
  - a. *Performance Measure:*
    - i. Total dollars of non-client funding (e.g. grants) for operations and client services
  - b. *Benchmark:*
    - i. Total dollars of non-client funding for operations and client services exceed the prior year's total

## **Key External Factors**

State Funding:

Nationally, state funding is the only variable that correlates highly with the performance of the Manufacturing Extension Partnership centers. State funding is subject to availability of state revenues as well as gubernatorial and legislative support and can be uncertain.

Federal Funding:

The federal government is TechHelp's single largest investor. While federal funding has been stable, it is subject to availability of federal revenues as well as executive and congressional support and can be uncertain.

Economic Conditions:

Fees for services comprise a significant portion of TechHelp's total revenue. A continued downturn in the economy could affect the ability of Idaho manufacturers to contract TechHelp's services.

## **Idaho Dental Education Program**

### **STRATEGIC PLAN**

**2013-2017**

## **MISSION STATEMENT**

*The Mission of the Idaho Dental Education Program is to provide Idaho residents with access to quality educational opportunities in the field of dentistry.*

The Idaho Dental Education Program is designed to provide Idaho with outstanding dental professionals through a combination of adequate access for residents and the high quality of education provided. The graduates of the Idaho Dental Education Program will possess the ability to practice today's dentistry. Furthermore, they will have the background to evaluate changes in future treatment methods as they relate to providing outstanding patient care.

The Idaho Dental Education Program is managed so that it fulfills its mission and vision in the most effective and efficient manner possible. This management style compliments the design of the program and provides the best value for the citizens of Idaho who fund the program.

## **GOALS OF THE IDAHO DENTAL EDUCATION PROGRAM**

The Idaho Dental Education Program (IDEP) serves as the sole route of state supported dental education for residents of Idaho. The IDEP program has been consistent in adhering to the mission statement by fulfilling the following goals:

### **Goal 1: Provide access to a quality dental education for qualified Idaho residents.**

**Objective:**

Provide dental education opportunities for Idaho residents comparable to residents of other states.

- *Performance Measure:*
  - Contract for 4-year dental education for at least 8 Idaho residents.
- *Benchmark:*
  - Current contract in place with Creighton University School of Dentistry or another accredited dental school.
- *Performance Measure:*
  - Board examination scores on both Parts I and II of the Dental National Boards.
- *Benchmark:*
  - Average National Board examination scores will be above 70%.
- *Performance Measure:*
  - Percentage of first time pass rate on the Western Regional Board Examination or Central Regional Dental Testing Service.
- *Benchmark:*
  - Pass rate will meet or exceed 90%.

Objective:

Provide additional opportunities for Idaho residents to obtain a quality dental education.

- *Performance Measure:*
  - Number of students in the program.
- *Benchmark:*
  - Increase the number of students in the program from 8 to 10.

**Goal 2: Maintain some control over the rising costs of dental education.**

Objective:

Provide the State of Idaho with a competitive value in educating Idaho dentists.

- *Performance Measure:*
  - State cost per student.
- *Benchmark:*
  - Cost per student will be less than 50% of the national average state cost per DDSE (DDS Equivalent). The cost per DDSE is a commonly utilized measure to evaluate the relative cost of a dental education program.

**Goal 3: Serve as a mechanism for responding to the present and/or the anticipated distribution of dental personnel in Idaho.**

Objective:

Help meet the needs for dentists in all geographic regions of the state.

- *Performance Measure:*
  - Geographical acceptance of students into the IDEP program.
- *Benchmark:*
  - Students from each of the 4 regions of Idaho (North, Central, Southwest, and Southeast) granted acceptance each year.
- *Performance Measure:*
  - Return rates.
- *Benchmark:*
  - Maintain return rates of program graduates in private practice which average greater than 50%.

**Goal 4: Provide access for dental professionals to facilities, equipment, and resources to update and maintain professional skills.**

Objective:

Provide current resources to aid the residents of Idaho by maintaining/increasing the professional skills of Idaho Dentists.

- *Performance Measure:*
  - Continuing Dental Education (CDE).
- *Benchmark:*
  - Provide at least one continuing dental education opportunity biannually.
- *Performance Measure:*
  - Remediation of Idaho dentists (if/when necessary).
- *Benchmark:*
  - Successfully aid in the remediation of any Idaho dentist, in cooperation with the State Board of Dentistry and the Idaho Advanced General Dentistry Program, such that the individual dentist may successfully return to practice.

**KEY EXTERNAL FACTORS:**

Funding:

Most Idaho Dental Education Program goals and objectives assume ongoing, and in some cases additional, levels of State legislative appropriations. Availability of these funds can be uncertain. Currently (2011 – 2012) with State budget reductions that specifically impact our program (\$68,000), the goal to increase the number of available positions within the program from 8 to 10 is not feasible, but this will remain a long-term goal for the program.

Program Participant Choice:

Some IDEP goals are dependent upon choices made by individual students, such as choosing where to practice. Even though this is beyond our control, we have had an excellent track record of program graduates returning to Idaho to practice.

Student Performance

Some of the goals of the program are dependent upon pre-program students to excel in their preparation for the program. However, we have not encountered difficulty in finding highly qualified applicants from all areas of the State.

# Idaho Museum of Natural History Strategic Plan Revision 2012-2017

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**PLANNING, POLICY AND GOVERNMENTAL AFFAIRS**  
**APRIL 19, 2012**

Dear Fellow Idahoan:

I present to you a five-year vision — a strategic plan — for the Idaho Museum of Natural History (IMNH). The plan outlines how we will build on the museum's accomplishments in researching, preserving and sharing the story of Idaho's natural and cultural history. It also takes us toward a new frontier: development of a "virtual" museum that uses the Internet to mitigate the challenges of Idaho's geography and extend the benefits of the museum to all.

The plan puts substantial focus on important issues that impede our ability to fulfill the museum's legislated mandate. Among those issues are funding, and the inadequacy of our current building. The overriding goal for the next five years, however, is increasing access to the research and educational benefits we offer not only to the people of Idaho, but to people around the world.

Various Internet-driven technologies make it possible now to deliver IMNH research and educational programs to students, educators, families, scientists and others wherever they live, learn and work. A "virtual visit" is no substitute for a personal visit to our exhibitions and collections. Yet we are acutely aware that personal visits to our facilities in Pocatello aren't possible for many of the people we are obligated to serve. The Internet empowers us to bring the museum to them.

This is an ambitious plan, and the challenges we face in achieving its goals are formidable. Yet we are inspired by the determination of a few professors and community leaders to establish this museum during the depths of the Great Depression. They looked beyond the difficulties of their time, and saw what a museum could do for the generations to come. They saw opportunities when it was reasonable to see only obstacles. We are committed to doing no less.

The Idaho Museum of Natural History has been at the forefront of science education in Idaho for more than 75 years. This strategic plan reflects opportunities to build on that legacy. It is a pathway with obstacles to overcome, but the destination is worthy. Please join me on the journey ahead.

Sincerely,

Herbert Maschner, Ph.D.  
Director, Idaho Museum of Natural History

Idaho Museum of Natural History  
Draft Strategic Plan Revision  
2012-2017

Table of contents (click on topic)

[Idaho Museum of Natural History](#)

[Introduction](#)

[Our roots](#)

[Our mission](#)

[Our vision](#)

[IMNH today](#)

[Guiding IMNH's future](#)

[Goals and objectives](#)

[FY 2012 -- 2017](#)

[Goal 1](#)

[A "virtual" museum](#)

[Objective: Design, deploy and manage a "Virtual Museum"](#)

[Goal 2](#)

[Adequate staffing](#)

[Objective: Additional museum professionals](#)

[Goal 3](#)

[Upgrade collections functions](#)

[Objectives:](#)

[Goal 4](#)

[Increase funding](#)

[Objective: An endowment](#)

[Objective: Research and stewardship grants](#)

[Objective: A gift-funded travel and research fund](#)

[Goal 5](#)

[Develop and support programs for](#)

[K-12, higher-education and the general public](#)

[Objectives:](#)

[Goal 6](#)

[Improve communications and marketing](#)

[Objectives:](#)

[Goal 7](#)

[A new museum building](#)

[Objective: Plan a capital campaign for a new](#)

[Benchmarks and Performance Measures](#)

[Moving forward](#)



## **Idaho Museum of Natural History**

### **Introduction**

The Idaho Museum of Natural History (IMNH) is the state's premier institution of its kind for discovering, interpreting, preserving and disseminating knowledge in the core disciplines of Natural History. These include:

#### **Earth Sciences and Ancient Environments**

- paleontology
- rocks and minerals
- earth history

#### **Life Sciences and Ecosystems**

- botany
- mammals, birds, fish and reptiles
- ecosystems and adaptations

#### **Peoples, Cultures, and Ancient Lifeways**

- anthropology
- archaeology
- human ecology

Accredited by the American Association of Museums, IMNH operates under the auspices of the State Board of Education from the campus of Idaho State University, a doctoral-level and Carnegie-designated "research high" university in Pocatello. The university provides substantial support, advocacy and supervision. This is a mutually beneficial and supportive relationship that facilitates museum engagement with students, faculty, K-12 educators and other important constituents locally, statewide and around the world.

Our four divisions -- anthropology, earth sciences, life sciences and education -- operate in facilities that include classrooms, research laboratories, artifact and fossil preparation laboratories, storage for permanent collections, and an exhibition fabrication shop. The museum houses an exhibition gallery, the Idaho Virtualization Laboratory, curator offices, and research areas for students and visiting scientists. There also are administrative offices, the Education Resource Center, Children's Discovery Room and the Museum Store.

Through a range of opportunities for learning and enrichment, we reach out continually to diverse constituencies, from K-12 and graduate students to higher-education faculties and field researchers.

## **Our roots**

The museum is rooted in Idaho's higher-education system. A group of forward-looking professors and community leaders founded it in 1934 as the Historical Museum at the Southern Branch of the University of Idaho — today's Idaho State University. In 1977, Gov. John Evans signed a proclamation designating IMNH as Idaho's museum of natural history; in 1986 the Legislature made the proclamation law.

## **Our mission**

We are caretakers of Idaho's natural and cultural history. Our legislative mandate is the collection, interpretation and exhibition of artifacts, fossils, plants and animals in educational ways. Our goal each day is to enrich the lives of the people of Idaho through understanding of our natural heritage.

We use science to tell the story of Idaho. Through scholarship, stewardship and outreach, we add new knowledge to past discoveries and make what we learn accessible to all for benefits we may not foresee. We answer questions about our world and raise new ones, always nurturing humankind's yearning to know more.

## **Our vision**

The Idaho Museum of Natural History strives to make science and cultural history accessible, relevant and meaningful. We aspire to democratize science, that is, to make our research and knowledge portfolios more broadly accessible through measures that will mitigate the limitations of brick-and-mortar facilities.

We see existing and emerging information technologies as tools that will enable us to overcome logistical, geographic and financial barriers to learning. There is no substitute for a leisurely afternoon spent among our exhibits, which the public can visit free of charge. Yet there is a new frontier: bringing Idaho's museum to the people wherever they live, work and learn.

In this spirit, our staff is eager to augment our physical facilities in Pocatello with Internet-driven tools that will help us deliver the scientific, educational, cultural and economic benefits of this institution to its stakeholders wherever they are.

We work each day at IMNH to expand our contribution to Idaho as a productive research and education resource for the State and region. We are committed to being efficient and innovative in work that fulfills our mandate. So over the next five years IMNH will focus on making the benefits of our work known and available to all.

We will accomplish this through the following means:

- scholarship, exhibitions and educational programs
- partnerships and fundraising
- outreach, lectures and symposiums
- information technologies

### **IMNH today**

The Idaho Museum of Natural History has never been just a storehouse of artifacts and exhibits. While it is indeed a steward of important artifact collections, it also is a research and education institution.

For the first time since the early 1990s, the museum is led by a permanent director who is a scientist with a history of success not only in research and teaching, but also in obtaining funding. Appointed in March 2011, Herbert Maschner, Ph.D., is a tenured professor of anthropology who has done pioneering work among Native Alaskans and in arctic archaeology. He was named Idaho State University Distinguished Researcher in 2006, and Idaho Academy of Sciences Distinguished Scientist in 2011. Yet the high caliber of the staff goes deeper.

IMNH educational resources coordinator Rebecca A. Thorne-Ferrel, Ed.D., who plays a key role in reaching out to our publics, is a recipient of the Idaho Academy of Sciences Distinguished Science Communicator award.

Education Coordinator Rebecca Thorne-Ferrel, D.Ed., is in the final year of implementing a three-year (2009-2011) \$143,000 grant from the Institute of Museum and Library Services. The funds support the Idaho Geology Outreach Project, which provides resources to teachers in rural school districts for geology and science education, and teacher workshops.

Curator Rick Williams, Ph.D., is one of the leaders in the development of The Consortium of Intermountain Region Herbaria (CIRH), which is seeking to “virtualize” herbaria of the Intermountain West by putting 3 million plant specimens online. That will provide access to researchers globally.

Curator Leif Tapanila, Ph.D., recently received more than \$200,000 from the National Science Foundation for the Alamo Impact Project, a study of a Devonian Period meteor impact event in southern Nevada. This project will study the effects of that event on geology and on invertebrate life. The IMNH will work on developing and designing the website for the project, and will do public outreach through teacher workshops and other activities.

The following are further examples of research projects in which IMNH is involved:

- New discoveries of ice-age fossil tracks and trackways at American Falls Reservoir will provide critical details about life on the Snake River Plain more than 20,000 years ago.

**PLANNING, POLICY AND GOVERNMENTAL AFFAIRS**  
**APRIL 19, 2012**

- A study of stable isotopes of small mammals as indicators of climate change on the Snake River Plain is using new technologies to analyze bones from archaeological sites as a measure of environmental changes so that we might better understand the global changes occurring today.
- Ecological and genetic studies of Rocky Mountain plant reproduction and ongoing additions of plant specimens from throughout the Rocky Mountain West to track plant biodiversity in the region.
- We are using archaeometric techniques to identify the sources of obsidian artifacts from southeastern Idaho's Wasden Site, and other sites across the region. Elemental composition of obsidian artifacts and the source flows from where the raw obsidian was collected, are helping us learn about Native American trade, migration and land use.
- Further investigation of Helicoprion sharks, found in the fossil beds of the modern mines in southern Idaho, is transforming understanding of the evolution of sharks. This rare species of shark is completely unknown in the modern oceans and is critical to our understanding of life in the Permian Period.
- Digitization of the Life Sciences Project, which is creating a new database structure; development of a digital-image library; and development of online visual keys to plants of the region. This will include online specimen records and images with capabilities to map distributions, produce dynamic species lists, and multi-entry keys to plants of the Intermountain West -- critical to all studies of landscape change and the effects of both people and climate on ecosystems.
- Equine Navicular Syndrome, an incurable lameness in modern horses traditionally thought to be caused by humans, has now been found ago in the fossil horses of Idaho dating to over 3.5 million years ago. This discovery is changing our views of this pathology in modern horses.
- Studies of the ancient invertebrates of Grand Staircase-Escalante National Monument are leading to new interpretations of environmental changes through comparisons between ancient ecosystems and the modern world.

IMNH-related research and education projects are being conducted by educators and scientists from around the world. These projects range from the Idaho Master Naturalist Program and studies of ice-age mammals of North America, to research on the global extinction of dinosaurs.

This caliber of scientific work by IMNH scientists, and the professional credentials of IMNH staff, attract and nurture professional networks and knowledge. This helps open doors, raise funding and enhance the stature of Idaho State University and the museum. We are currently enhancing the museum's professional and scientific stature by expanding the museum's collections and research activity in three key areas:

The **John A. White Paleontological Repository** houses the largest paleontological collections in Idaho. We are expanding these collections through extensive field research, and using these collections to assist the State of Idaho in meeting new US Government regulations concerning the discovery of paleontological resources on State and Federal lands.

The **Swanson Archaeological Repository** at the IMNH currently houses and preserves archaeological collections from southern and eastern Idaho that belong to state and federal agencies. This includes hundreds of boxes containing over 300,000 archaeological specimens. These collections are growing through active field research and contractual arrangement with a number of agencies. We are further expanding the existing Swanson Archaeological Repository to store collections for federal and state agencies outside of Idaho as well.

The **Ray J. Davis Herbarium**, with a collection of nearly 80,000 plants, is expanding through a consortium of regional herbaria through grants and cooperative agreements. Students and staff are actively collecting and processing plant specimens expanding our holdings, and making possible new studies of biodiversity and range management.

Collection efforts are substantial in all other areas of the museum as well. Active expansion in ethnography, mammalogy, herpetology, and geology are making the museum a stronger research and education institution, and enhancing our National and International reputation.

### **Guiding IMNH's future**

Stakeholder groups will be central to our success over the next five years. The new **Executive Committee**, comprised of IMNH curators, is tasked with long-range planning, seeking consensus in key areas of management, and building a team approach to solving important management priorities, including budgets. **Friends of the Museum** is a community auxiliary to the museum with broad subscription membership from southern Idaho. The Friends will provide an organizing network, sponsor lectures, field trips and community events. The 16-member **Museum Advisory Committee** includes state legislators, bankers, philanthropists, mayors, and business and community leaders; it is our organizational and advisory leadership unit, providing opportunities to reach out across Idaho and the Nation.

## **Goals and objectives**

### **FY 2012 -- 2017**

## **Goal 1**

### **A “virtual” museum**

In this era of “virtual” participation in so many aspects of life, visiting a museum to benefit from its collections, exhibits and research no longer has to mean traveling to a brick-and-mortar facility many miles away. Today’s Web-based multi-media communication channels — interactive websites, Web cams, blogs, HD video, YouTube, Facebook and such — make it possible to take classes or view exhibitions, collections and artifacts “virtually” from any Internet-connected device in the world. We intend to be part of this revolution by developing a “virtual museum.”

Over the years, an amalgam of circumstances — museum closures due to renovations and remodeling, the challenge of preparing exhibitions that are relevant to K-12 curricula, strained school budgets, security concerns, testing mandated by federal “No Child Left Behind” legislation, the economy, rising fuel prices — has been chipping away at school districts’ ability to accommodate student visits to the museum. In addition, high gasoline prices and Idaho’s far-flung geography have impacted other IMNH constituents as well as students.

The virtual museum concept will help us mitigate these challenges. This strategy promises to make the benefits we offer more accessible than ever before.

A milestone in achieving this goal came in September 2010. The Idaho Museum of Natural History, Idaho State University Informatics Institute and the Canadian Museum of Civilization jointly received a \$1 million grant from the National Science Foundation. This grant will bolster efforts to further develop an online, interactive “virtual museum” of northern animal bones. The title of the grant is “Virtual Zooarchaeology of the Arctic Project (VZAP): Phase II.” Combined with an additional Technology Incentive Grant from the State Board of Education for \$135,000, the NSF award will enable us to develop a virtual Idaho natural-history program — the foundation in developing a plan to provide online access to all of our collections for all of our audiences.

**Objective: Design, deploy and manage a “Virtual Museum”**

We will accelerate development of a virtual museum that will use digital technology to make our collections, exhibitions and other resources available to learners, educators and researchers online and on demand.

Our virtual museum will be a key tool for overcoming the growing challenges involved in making physical visits to our gallery and activities. It will help spread awareness of and access to the benefits of our work, including research and educational programs.

We will strive to have the entire museum collection online and accessible from anywhere in the world, in the next five years. This will require considerable funding from outside resources. We will immediately begin writing grant proposals to U.S. government agencies and philanthropic foundations in order to begin implementation of the Virtual Museum.

## **Goal 2**

### **Adequate staffing**

The museum currently serves the entire State of Idaho — and to a degree the Intermountain West — with fewer than eight (8) full-time-equivalent (FTE) positions. We rely as well on five (5) part-time employees. In academic year 2010-2011, we had 19 student employees.

Until academic year 2008-2009, IMNH’s functions and outreach were limited by inadequate staffing across divisions and in central administration. Efficient reorganization has provided positions necessary for expanded research and collections oversight.

Additional staff is required, however, because the needs and expectations of our expanding constituent base are evolving and expanding just as state funding is declining.

**Objective: Additional museum professionals**

To perform our expanding professional functions effectively, we will seek funding for additional staff according to the following priorities:

1. **Development officer** to help secure major financial gifts. This is the key missing link in the advancement of the IMNH.
2. An **information-technology specialist** to manage and maintain a database for the virtual museum; and to establish and maintain an interactive, multimedia IMNH Web presence.

3. An **exhibit design technician** to support our public-outreach mission and assist in delivering high-quality educational programs and exhibitions that reflect current best practices.
4. A **professional conservator** to ensure adequate care of collections.
5. **Professors** to work as curators and division leaders in each of the four IMNH divisions. Especially a Curator of Anthropology.

To achieve our immediate goals, we will propose to the State of Idaho an IMNH funding increase to hire a development officer. But we also fully recognize that we cannot “hire” our way to fulfillment of the museum’s complete mission. So we will rely to a significant degree on an energized museum membership drive to gain access to essential human and financial resources. We also recognize that managing volunteer staff will require time and energy from full-time staff.

## **Goal 3**

### **Upgrade collections functions**

IMNH houses more than 500,000 natural and cultural objects. These irreplaceable items are central to our research, exhibitions and educational work. They must be properly prepared, inventoried, preserved and stored following current best practices.

As we become increasingly active in research, educational programs and exhibitions at locations beyond the museum building, we must deploy a secure internal system to track and manage our collections.

#### **Objectives:**

- We will purchase and deploy new storage systems that will help us make more efficient use of collections storage space. We will seek capital improvement funds to meet our storage and curation needs by implementing a \$500,000 campaign for storage systems.
- The museum will update collection-management policies and procedure manuals. To do so, we have begun the process of hiring a new museum Registrar, who will be an experienced leader in museum regulations and best practices.
- We will complete development of a digital collections database for each division. To accomplish this, collections managers have begun training initiatives, and have been creating new database systems to enhance management of their collections.



Implementation is in collaboration with the Informatics Research Institute at Idaho State University.

- We shall begin writing proposals to complete a conservation assessment of the museum, which will be done by a team of experts from other institutions. This will specifically define the conservation needs of our collections and make it possible to secure further grants to match those needs. Based on this assessment, we will create a conservation plan for each division.

## **Goal 4**

### **Increase funding**

Working through our regional Museum Advisory Committee, Friends of the Museum and other partners, we will be even more proactive in developing research grants, philanthropic and membership-based funding streams independent of State appropriations.

#### **Objective: An endowment**

Key to fulfilling and sustaining the museum's mission for the long term will be establishment of an endowment founded on one or more major philanthropic gifts. To accomplish this goal in an era of declining public funding for higher education will require the continuing services of a professional development officer.

We will employ a number of tactics: events, outreach, marketing and communication initiatives, and opportunities to name facilities after philanthropists who support our mission with major gifts.

#### **Objective: Research and stewardship grants**

Competitive research grants from entities such as the National Science Foundation are a major source of funding for every higher-education institution. Such funding helps fund not only scholarship, research and stewardship of collections, but it also helps fund staff positions, faculty, even equipment and operating costs. The Idaho Museum of Natural History must be competitive, energetic and entrepreneurial in identifying and pursuing appropriate opportunities. And we shall be.

#### **Objective: A gift-funded travel and research fund**

We will seek philanthropic support to establish and sustain a fund to support approved research projects that advance the museum's core functions.

## Goal 5

### Develop and support programs for K-12, higher-education and the general public

IMNH collections have been used for paleontological research leading to master's and doctoral degrees, and in scholarly research related to Doctor of Arts degrees.

Much of what we do, however, is for the benefit of K-12 education. Since 1990, more than 36,150 K-12 students have come through our doors. We also have long provided a number of popular, informal science-education programs that enrich learners of all ages and backgrounds — school and community groups, individuals and families alike — through direct experience with science.

Among these programs are:

**Pint-Sized Science Academy**, an early childhood science-learning opportunity

**Science Trek**, an overnight adventure at the museum for children in the third through fifth grades

**Forays into the Field**, a unique week-long science experience for young women in junior and senior high school; and

**Science Saturdays**, a special series of hands-on classes for elementary-age students.

We offer tools to educators through the Education Resources Center. We've also received significant extramural funding for innovative projects designed to get science resources to K-12 and university educators. Among these are online educational resources such as: "Digital Atlas," "Idaho Virtualization Lab," "Fossil Plot" and "Bridging the Natural Gap." The museum's local partnerships, as well as its associations with Idaho State University faculty and students, enable each group to be mutually supportive.

To sustain and build on these successes in a cost-effective manner, the museum must build infrastructure that enables planning for efficient and effective expansion of educational programs.

We hope that by more effectively aligning our exhibits and educational programs with Idaho's K-12 curriculum, we will improve the relevance of our work to the K-12 system. We see our "virtual museum" initiative doing a great deal to mitigate the access issues schools face today as well.

Personal visits will remain a cornerstone of the IMNH experience, so we are developing a long-term exhibit plan to ensure thematic continuity and regular rotations. An exhibition gallery that emphasizes research and education is a critical museum centerpiece.

Efforts are underway to bring parents and other adults back to the museum experience. An important obstacle to filling classes for adults is communicating the availability of adult classes for the public. Overcoming this will require a strong communications person and communications plan, based on efficient contemporary tactics and tools, to “get the word out.” Through granting and fund-raising we will work towards the following objectives.

**Objectives:**

- Maintain on-site visitation by students at an average of 8,000 per year by including exhibits that are relevant to K-12 curricula; providing appropriate outdoor accommodations for classes and families; making classrooms more accessible to adult learners; equipping classrooms with computers, Smartboards, digital projectors, DVD players, conferencing capabilities and other learning tools.
- Establish a Career Path Internship Program for 10 students each summer
- Create graduate-student assistantships to aid in program development and delivery.
- Build an interactive, multimedia website to connect self-learners with a rich array of science-education resources and experiences.
- Develop a Museum Store business plan to ensure success of store activities, including coordination of educational programming, a successful museum E-Store, and effective sales of IMNH and other relevant publications.

## **Goal 6**

### **Improve communications and marketing**

The Idaho Museum of Natural History is mandated to serve all of Idaho, yet for a variety of reasons it can seem most closely associated with only one of Idaho’s four-year higher education institutions — Idaho State University — and only one geographic region, southeastern Idaho. Geography explains much of that. Employing contemporary marketing and communications tools and tactics will help us strengthen our image and role as a statewide resource.

To raise the stature of our staff, our work and Idaho’s museum — which will strengthen our case for research funding and philanthropic support — we will tell our story more

effectively. That will require staff skilled in crafting and projecting communications that alert, inform and persuade targeted audiences. Key to meeting these objectives is the hiring of a development specialist; but in the meantime, we will begin many of these activities using a dedicated part-time staff of student employees.

**Objectives:**

- We will develop a media-relations strategy to generate positive publicity.
- The museum will improve two-way communications with K-12 educators to increase their awareness of the opportunities we offer, and our awareness of ways to make exhibitions and programs relevant to their needs.
- Implementation of a communications plan will be undertaken to raise general-public awareness of museum educational programs, leading to increased enrollment.
- We will offer online virtual tours of the museum and its exhibitions. Digital video technologies will be used to deliver lectures and workshops online.
- Partnerships will help us develop an interactive site where students can ask questions and receive authoritative answers.
- We will place IMNH news and feature stories on the IMNH website, in *ISU Magazine* and other channels, and we will publish a “viewbook” (print and digital) illustrating IMNH’s work.
- A redesign of the IMNH website will include interactive and multimedia communication tools.
- An active social-media presence will be established to engage targeted audiences. Included will be YouTube videos featuring IMNH subject-matter experts and exhibits.
- IMNH staff will place exhibits at University Place in Idaho Falls, the Capitol building in Boise and other high-profile venues to raise awareness of and interest in the museum.
- We will evaluate resuming the IMNH publication series (Tebiwa, Miscellaneous and Occasional Papers) in peer-reviewed online formats.

- Our outreach will spotlight IMNH research news using internal and external multimedia channels.
- We will strive to raise the public profile of our staff by encouraging them to serve as conference presenters, guest speakers and lecturers, editors of publications, and officers of relevant associations.

## **Goal 7**

### **A new museum building**

In December 2010, we proudly reopened our renovated and revitalized exhibit area. It features a more welcoming and comfortable foyer, new and familiar displays, easier-to-read interpretive panels, improved lighting and a more open look and feel. . We debuted many exhibits, including ice-age animal mounts and an exhibit on how climate change on the Snake River Plain has affected its plant and animal life. The event attracted 500 visitors; since then the museum has received thousands of visits from K-12 students and the public.

We have maximized what can be done with the former library building we occupy on the Idaho State University campus. We cannot grow and expand our services to Idaho for the long term and remain in our current building.

Our operations are confined to 35,786 square feet as follows:

**Basement:** 15,337 sq. ft.

**Main floor:** 15,693 sq. ft.

**Warehouse:** 3,606 sq. ft.

**Garden:** 1,150 sq. ft.

Participation in one of our most popular and effective programs for children, the Science Trek sleepover program, provides an example of the impact our building is having on service to our constituents. Necessary remodeling has imposed space limitations that, in turn, hold participation to 120 children. Science Trek previously accommodated up to 150 children.

Meeting spaces also have been reduced so that classroom and auditorium capacity no longer permits comfortable seating for lectures and programs with more than approximately 25 people.

We have been resourceful and adaptable in making the best of our building, yet it has never been adequate for the work of a research- and exhibit-oriented public museum that must meet the expectations of constituents and stakeholders in the 21st century.

Obstacles the current building presents include the following:

- little or no room for expansion
- overcrowded collections areas
- security, environmental, pest-management and parking issues posed by sharing facilities with other campus operations
- lack of adequate storage for exhibits and educational materials

If the museum is to maximize its benefits to Idaho and focus increasingly on well-funded research, education and public engagement, a new building — constructed specifically for museum uses — is a necessary investment.

**Objective: Plan a capital campaign for a new building**

In partnership with our advisory and stakeholder groups, we will plan the launch of a multi-year capital campaign. The campaign would raise major financial gifts for construction, maintenance and operation of a museum-centered U.S. Green Building Council LEED-certified building to be located on the ISU campus.

## **Benchmarks and Performance Measures**

In the following areas of museum operations, we shall target 10 percent increases per year in each year of this plan:

- philanthropic financial gifts
- research grants and other grants
- scientific publication
- public visitation
- enrollment in public programs

**PLANNING, POLICY AND GOVERNMENTAL AFFAIRS**  
**APRIL 19, 2012**

Performance Measures and Benchmarks FY 2010-2011

Performance Measure	FY 2007	FY 2008	FY 2009	FY 2010	FY 2010 Benchmarks	FY 2011 Performance
Number of People Served by the General Public Museum Programs	9,064	11,022	11,054	8,937 Reduction because of gallery closure	Reopen the Gallery and return to 2009 levels *reduced as the gallery closed in Dec. 2009	Gallery re-opened Dec. 2010 1/11 to 5/11 attendance 7000+
Grant/Contract Revenue Received	\$181,150	\$14,823	\$10,098	\$208,736	Increase by 5%	Over \$1.1 million 500% increase
Number of Exhibitions Developed	Data not collected prior to 2008	1	5	0	Reopen the gallery and return to 2009 levels *All new exhibits currently being developed for Fall 2010	Gallery re-opened Dec. 2010 Over 25 new exhibits created
Museum Store Revenue Received	\$23,249	\$22,912	\$24,588	\$12,707 online sales only because of store closure	Reopen the Museum Store and return to 2009 levels *Museum Store closed Dec. 2010.	Store was re-opened on a small scale and a new fiscal plan initiated.
Number of Educational Programs	95	84	64	70	Expand when Museum Reopens and return to 2009 levels *Reduced because of temporary gallery closure	126 (5566 children as of May 19, 2011)

**PLANNING, POLICY AND GOVERNMENTAL AFFAIRS**  
**APRIL 19, 2012**

Performance Measures FY 2012-2017 Based on New Goals

Performance Measure	FY 2012-2017 Benchmarks	FY 2012-17 Performance
Goal 1 A “virtual” museum	Active Solicitation of grants, foundation awards, and donations to create the Virtual Museum – approximately \$250,000 per year.	Success in the active solicitation of the funds and the implementation of the Virtual Museum concept. 2012: write proposals 2013: database construction 2014: beta implementation
Goal 2 Adequate staffing	Propose to State of Idaho the funding and creation of an Information Technology Specialist	Active discussion towards the resolution of all staffing needs in Goal 2.
Goal 3 Upgrade collections functions	Seek Capital investment in adequate curation facilities, and in the storage of collections. State of Idaho, grants, foundations.	2012: Write 3 grants. Identify 10 potential donors. 2013: Review success of grants and write additional proposals. Move to ask stage with donors.
Goal 4 Increase funding	Increasing Development activities in grants and donations.	At 10% per year.
Goal 5 Develop and support programs for K-12, higher-education and the general public	Increase outreach and increase educational opportunities through new and exciting programs	At 10% per year.
Goal 6 Improve communications and marketing	Create new exhibits in other areas of the State. Create newsletters and other public information.	Create exhibits in Idaho Falls and Boise. Increase public participation and visitation by 10% per year.
Goal 7 A new museum building	Form Capital committee for fund raising.	Create Capital Committee

## External Factors

All external factors are based in the success or failure of finding initiatives.

## Moving forward

New leadership. New tools. A new vision of how we can give the people of Idaho an even greater return on their investment in science (STEM) education. These are stepping stones in our pathway through the final quarter of the museum’s first century. The professors and community leaders who joined together during the Great Depression to establish this museum looked beyond the challenges of their day to the promise of tomorrow. Today, we commit to doing the same.



**INSTRUCTION, RESEARCH, AND STUDENT AFFAIRS**  
**APRIL 19, 2012**

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<b>TAB</b>	<b>DESCRIPTION</b>	<b>ACTION</b>
<b>1</b>	<b>FIRST READING, PROPOSED AMENDMENT TO BOARD POLICY III.Y. ADVANCED OPPORTUNITIES</b>	Approval Item
<b>2</b>	<b>IEN COMPREHENSIVE STRATEGIC PLAN</b>	Approval Item
<b>3</b>	<b>IDAHO STATE UNIVERSITY – GRADUATE PROGRAM – MASTER OF SCIENCE IN ATHLETIC TRAINING AND PROFESSIONAL FEE REQUEST</b>	Approval Item
<b>4</b>	<b>PHYSICAL THERAPY ASSISTANT (PTA) PROGRAM CONSORTIUM</b>	Information Item
<b>5</b>	<b>HERC BY-LAWS</b>	Approval Item

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## INSTRUCTION, RESEARCH & STUDENT AFFAIRS

April 19, 2012

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### SUBJECT

First Reading - Board Policy Section III.Y. Advanced Opportunities

### REFERENCE

August 20120

Board approved second reading to III.Y. in reference to clarifying the definitions for Tech Prep.

### APPLICABLE STATUTE, RULE, OR POLICY

Idaho State Board of Education Governing Policies & Procedures, Section III.Y. Section 33-35101, Idaho Code

### BACKGROUND/DISCUSSION

Dual Credit, as defined in Board Policy III.Y. Advanced Opportunities, allows a high school student to simultaneously earn credit toward a high school diploma and a postsecondary degree or certificate. The term dual credit is also used simultaneously with dual enrollment, concurrent credit, and concurrent enrollment. Current policy specifies the Dual Credit Standards for students enrolled in courses taught at the high school and for students enrolled in courses at the college/university campus. With each of these different delivery methods institutions have different fee structures.

For the courses taught at the high school, policy indicates that students pay a reduced cost per credit that is reviewed annually by the Council on Academic Affairs and Programs (CAAP) at their April meeting. Approval of fees is a Board function and the proposed changes identify the Board's role in setting fees for Dual Credit courses. For courses taught at the college/university campus, the policy indicates that students are charged the part-time credit hour fee or tuition and additional fees as established by the institution. This section also indicates that instructional costs are borne by the institution.

In addition to updating the policy to reflect the appropriate role and responsibility for fee setting, minor technical changes were made.

### IMPACT

Approval of the proposed amendment would align with the roles and responsibilities of the Board, and not CAAP, in setting fees for Dual Credit courses.

### ATTACHMENTS

Attachment 1 –Board Policy III.Y. Advanced Opportunities

Page 3

**INSTRUCTION, RESEARCH & STUDENT AFFAIRS**

**April 19, 2012**

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**STAFF COMMENTS AND RECOMMENDATIONS**

Board staff recommends approval of the proposed amendments to Board Policy III.Y. Advanced Opportunities, as submitted.

**BOARD ACTION**

I move to approve the first reading of amendments to Board Policy III.Y. Advanced Opportunities as submitted.

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

## Idaho State Board of Education

**GOVERNING POLICIES AND PROCEDURES**

SECTION: III. POSTSECONDARY AFFAIRS

SUBSECTION: Y. Advanced Opportunities

August 2010

## 1. Coverage

Boise State University, Idaho State University, the University of Idaho, Lewis-Clark State College, Eastern Idaho Technical College, North Idaho College, the College of Southern Idaho, and the College of Western Idaho are covered by these policies. Post-secondary programs intended for transfer come under the purview of the Board.

## 2. Purpose

The State Board of Education has made a commitment to improve the educational opportunities to Idaho citizens by creating a seamless system. To this end, the Board has instructed its postsecondary institutions to provide educational programs and training to their respective service regions, to support and enhance regional and statewide economic development, and to collaborate with the public elementary and secondary schools. In addition to the Board's desire to prepare secondary graduates for postsecondary programs, the Board is also addressing advanced opportunities programs for qualified secondary students. These programs have the potential for reducing the overall costs of secondary and postsecondary programs to the students and institutions.

The primary intent of the Board is to develop a policy for advanced opportunities programs for secondary students, which would:

- a. Enhance their postsecondary goals;
- b. Reduce duplication and provide for an easy transition between secondary and postsecondary education; and
- c. Reduce the overall cost of educational services and training.

## 3. Definitions

There are various advanced opportunities programs students may access to receive post-secondary credit for education completed while enrolled in the secondary system. Examples include Advanced Placement® (AP), dual credit courses that are taken either in the high school or on the college campus, Tech Prep, and International Baccalaureate programs. For the purpose of this policy the State Board of Education recognizes four different types of advanced opportunities programs depending upon the delivery site and faculty. They are: Advanced Placement®, dual credit, Tech Prep, and the International Baccalaureate program.

## a. Advanced Placement® (AP)

The Advanced Placement® Program is administered by the College Board. AP students may take one or more college level courses in a variety of subjects. AP courses are not tied to a specific college curriculum, but rather follow national College Board curricula. While taking the AP exam is optional, students may earn college credit by scoring well on the national exams. It is up to the discretion of

## Idaho State Board of Education

**GOVERNING POLICIES AND PROCEDURES**

SECTION: III. POSTSECONDARY AFFAIRS

SUBSECTION: Y. Advanced Opportunities

August 2010

the individual colleges to accept the scores from the AP exams to award college credit or advanced standing.

## b. Dual Credit

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

## c. Tech Prep

Professional-technical education programs are delivered through comprehensive high schools, professional-technical schools, and technical colleges. Tech Prep allows secondary professional-technical students the opportunity to simultaneously earn secondary and postsecondary technical credits. A Tech Prep course must have an approved articulation agreement between the high school and a technical college. Tech Prep is an advanced learning opportunity that provides a head start on a technical certificate or an associate of applied science degree.

## d. International Baccalaureate (IB)

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

## 4. Idaho Programs Standards for Advanced Opportunities Programs

All advanced opportunities programs in the state of Idaho shall be developed and managed in accordance with these standards, which were designed to help school districts, colleges and universities plan, implement, and evaluate high quality advanced opportunities programs offered to high school students before they graduate.

## a. Dual Credit Standards for Students Enrolled in Courses Taught at the High School

**Curriculum**

Curriculum 1 (C1)	Courses administered through a dual credit program are catalogued courses and approved through the regular course approval process of the postsecondary institution. These courses have the same departmental designation, number, title, and credits; additionally these courses adhere to the same course description and course content as the postsecondary course.
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## Idaho State Board of Education

**GOVERNING POLICIES AND PROCEDURES**

SECTION: III. POSTSECONDARY AFFAIRS

SUBSECTION: Y. Advanced Opportunities

August 2010

Curriculum 2 (C2)	Postsecondary courses administered through a dual credit program are recorded on students' official academic record of the postsecondary institution.
Curriculum 3 (C3)	Postsecondary courses administered through a dual credit program reflect the pedagogical, theoretical and philosophical orientation of the sponsoring faculty and/or academic department at the postsecondary institution.

**Faculty**

Faculty 1 (F1)	Instructors teaching college or university courses through dual credit meet the academic requirements for faculty and instructors teaching in postsecondary or provisions are made to ensure instructors are capable of providing quality college-level instruction through ongoing support and professional development.
Faculty 2 (F2)	The postsecondary institution provides high school instructors with training and orientation in course curriculum, student assessment criteria, course philosophy, and dual credit administrative requirements before certifying the instructors to teach the college/university's courses.
Faculty 3 (F3)	Instructors teaching dual credit courses are part of a continuing collegial interaction through professional development, such as seminars, site visits, and ongoing communication with the postsecondary institutions' faculty and dual credit administration. This interaction addresses issues such as course content, course delivery, assessment, evaluation, and professional development in the field of study.
Faculty 4 (F4)	High school faculty is evaluated by using the same classroom performance standards and processes used to evaluate college faculty.

**Students**

Students 1 (S1)	High school students enrolled in courses administered through a dual credit are officially registered or admitted as degree-seeking, non-degree or non-matriculated students of the sponsoring post-secondary institution.
Students 2 (S2)	High school students are provided with a student guide that outlines their responsibilities as well as guidelines for the transfer of credit.
Students 3 (S3)	Students and their parents receive information about dual credit programs. Information is posted on the high school's website regarding enrollment, costs, contact information at the high school and the postsecondary institution, grading, expectations of student conduct, and other pertinent information to help the parents and students understand the nature of a dual credit course.
Students 4 (S4)	Admission requirements have been established for dual credit courses and criteria have been established to define "student ability to benefit" from a dual credit program such as having junior standing or other criteria that are established by the school district, the institution, and State Board Policy.

## Idaho State Board of Education

**GOVERNING POLICIES AND PROCEDURES**

SECTION: III. POSTSECONDARY AFFAIRS

SUBSECTION: Y. Advanced Opportunities

August 2010

Students 5 (S5)	Prior to enrolling in a dual credit course, provisions are set up for awarding high school credit, college credit or dual credit. During enrollment, the student declares what type of credit they are seeking (high school only, college only or both high school and college credit). Students are awarded academic credit if they successfully complete all of the course requirements.
--------------------	--

**Assessment**

Assessment 1 (A1)	Dual credit students are held to the same course content standards and standards of achievement as those expected of students in postsecondary courses.
Assessment 2 (A2)	Every course offered through a dual credit program is annually reviewed by postsecondary faculty from that discipline and dual credit teachers/staff to assure that grading standards meet those in on-campus sections.
Assessment 3 (A3)	Dual credit students are assessed using the same methods (e.g. papers, portfolios, quizzes, labs, etc.) as their on-campus counterparts.

**Program Administration and Evaluation**

Admin & Evaluation 1 (AE1 )	The dual credit program practices are assessed and evaluated based on criteria established by the school, institution and State Board to include at least the following: course evaluations by dual credit students, follow-up of the dual credit graduates who are college or university freshmen, and a review of instructional practices at the high school to ensure program quality.
Admin & Evaluation 2 (AE2 )	Every course offered through a dual credit program is annually reviewed by faculty from that discipline and dual credit staff to assure that grading standards meet those in postsecondary sections.
Admin & Evaluation 3 (AE3 )	Dual credit students are assessed using the same methods (e.g. papers, portfolios, quizzes, labs, etc.) as their on-campus counterparts.
Admin & Evaluation 4 (AE4 )	A data collection system has been established based on criteria established by the high school, institution and State Board to track dual credit students to provide data regarding the impact of dual credit programs in relation to college entrance, retention, matriculation from high school and college, impact on college entrance tests, etc. A study is conducted every 5 years on dual credit graduates who are freshmen and sophomores in a college or university.
Admin & Evaluation 5 (AE 5)	Costs for high school students have been established and this information is provided to students before they enroll in a dual credit course. Students pay a reduced cost per credit that is <u>reviewed annually approved annually at the Board's fee setting meeting. by the Council on Academic Affairs and Programs (CAAP) at their April meeting. The approval process will consider comparable rates among institutions within the state and the cost to deliver instruction for dual credit courses. to ensure the rate is comparable among institutions within the state and in comparison to adjacent states.</u>
Admin &	Agreements have been established between the high school and the



## Idaho State Board of Education

**GOVERNING POLICIES AND PROCEDURES**

SECTION: III. POSTSECONDARY AFFAIRS

SUBSECTION: Y. Advanced Opportunities

August 2010

Evaluation 6 (AE 6)	postsecondary institution to ensure instructional quality. Teacher qualifications are reviewed, professional development is provided as needed, course content and assessment expectations are reviewed, faculty assessment is discussed, student's costs are established, compensation for the teacher is identified, etc.
Admin & Evaluation 7 (AE 7)	Postsecondary institutions have carefully evaluated how to provide services to all students regardless of where a student is located.

## b. Dual Credit Standards for Students Enrolled in Courses at the College/University Campus

A.	The student is admitted by the postsecondary institution as a non-matriculating student.
B.	The student is charged the part-time credit hour fee or tuition and additional fees as established by the institution.
C.	Instructional costs are borne by the postsecondary institution.
D.	Four (4) semester college credits are typically equivalent to at least one (1) full year of high school credit in that subject.
E.	In compliance with Idaho Code 33-5104, prior to enrolling, the student and the student's parent/guardian must sign and submit a counseling form, provided by the school district that outlines the provisions of the section of this Code. The counseling form includes written permission from the student's parent/guardian, and principal or counselor.
F.	<p>Any high school student may make application to one of the public postsecondary institutions provided all of the following requirements are met:</p> <p><del>In compliance with Idaho Code 33-202, t</del>he student has reached the minimum age of 16 years or has successfully completed at least one-half of the high school graduation requirements as certified by the high school.</p> <p>Submission of the appropriate institutional application material for admission. Written notification of acceptance to the institution will be provided to the student after he or she submits the appropriate application.</p> <p>If required by institutional policy, a student must obtain approval of the college or university instructor to enroll in a course.</p> <p>Those high school students meeting the above requirements will be permitted to enroll on a part-time basis or full-time basis as defined in Board policy.</p>
G.	Students seeking admission who do not meet the above requirements may petition the institution's admission committee for consideration. Students enrolled in a public school may seek admission to enroll by submitting a petition to the high school principal's office and to the admissions office of the postsecondary institution.

## Idaho State Board of Education

**GOVERNING POLICIES AND PROCEDURES**

SECTION: III. POSTSECONDARY AFFAIRS

SUBSECTION: Y. Advanced Opportunities

August 2010

## c. Advanced Placement Standards

Advanced Placement (AP) courses are taught by high school teachers following the curricular goals administered by The College Board. These college level courses are academically rigorous and conclude with the optional comprehensive AP exam in May. Students taking AP courses accept the challenge of a rigorous academic curriculum, with the expectation of completing the complex assignments associated with the course and challenging the comprehensive AP exam. The AP Examination is a national assessment, based on the AP curriculum, given in each subject area on a specified day at a specified time, as outlined by the College Board. Students and parents are responsible for researching the AP policy of the postsecondary institution the student may wish to attend. College/university credit is based on the successful completion of the AP exam, and dependent upon institutional AP credit acceptance policy.

**Curriculum**

Curriculum 1 (C1)	Postsecondary institutions evaluate AP scores and award credit reflecting the pedagogical, theoretical, and philosophical orientation of the sponsoring faculty and/or academic department at the institution.
Curriculum 2 (C2)	High school credit is given for enrollment and successful completion of an AP class.

**Faculty**

Faculty 1 (F1)	AP teachers shall follow the curricular materials and goals outlined by The College Board.
Faculty 2 (F2)	The AP teacher may attend an AP Institute before teaching the course.

**Students/Parents**

Students 1 (S1)	A fee schedule has been established for the AP exam. Students and their parents pay the fee unless other arrangements have been made by the high school.
Students 2 (S2)	Information must be available from the high school counselor, AP coordinator or other faculty members regarding admission, course content, costs, high school credit offered and student responsibility.

**Assessment**

Assessment 1 (A1)	Students are assessed for high school credit according to the requirements determined by the high school.
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**Program Administration and Evaluation**

Admin & Evaluation 1 (AE1)	To evaluate the success of the programs and to improve services, the school district must annually review the data provided by The College Board.
Admin & Evaluation 2	The school district must carefully evaluate how to provide services to all students, regardless of family income, ethnicity, disability, or location of

## Idaho State Board of Education

**GOVERNING POLICIES AND PROCEDURES**

SECTION: III. POSTSECONDARY AFFAIRS

SUBSECTION: Y. Advanced Opportunities

August 2010

(AE2 )	educational setting.
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## d. Tech Prep Standards

Professional-Technical Education programs in Idaho are delivered through comprehensive high schools, professional-technical schools, and the technical college system. Tech Prep allows secondary professional-technical students the opportunity to simultaneously earn secondary and postsecondary technical credits. A Tech Prep course must have an approved articulation agreement between the high school and a postsecondary institution. Tech Prep is an advanced learning opportunity that provides a head start on a technical certificate, an associate of applied science degree, or towards a baccalaureate degree.

**Curriculum**

Curriculum 1 (C1)	A Tech Prep course must have an approved articulation agreement with a postsecondary institution.
Curriculum 2 (C2)	Secondary and postsecondary educators must agree on the technical competencies and agree to the level of proficiency.

**Faculty**

Faculty 1 (F1)	Secondary and postsecondary educators must hold appropriate certification in the program area for which articulated credit is to be awarded.
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**Students/Parents**

Students 1 (S1)	Tech Prep students are high school students.
Students 2 (S2)	At the completion of the Tech-Prep course the instructor will recommend students eligible for college credit based on their performance. To be eligible for college credit students must receive a grade of B or complete a minimum of 80% of the competencies in the course.

**Assessment**

Assessment 1 (A1)	The students are assessed for high school and postsecondary credit according to the requirements of the articulation agreement.
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**Program Administration and Evaluation**

Admin & Evaluation 1 (AE1 )	The technical college in each region administers the Advanced Learning Partnership (ALP). The school districts in each region are members of the ALP. The Tech Prep program is administered through the six Advanced-Learning Partnerships and each of the technical colleges serves as the fiscal agent. The ALP Advisory Committee meets at least twice per school year.
Admin & Evaluation 2 (AE2 )	Each articulation agreement must be reviewed annually.

Idaho State Board of Education

**GOVERNING POLICIES AND PROCEDURES**

SECTION: III. POSTSECONDARY AFFAIRS

SUBSECTION: Y. Advanced Opportunities

August 2010

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**IDAHO EDUCATION NETWORK**

**SUBJECT**

The Idaho Education Network Comprehensive Strategic Plan.

**REFERENCE**

October 2011

Discussion regarding IEN

**APPLICABLE STATUTE, RULE, OR POLICY**

Section 67-5745E, Idaho Code

**BACKGROUND/DISCUSSION**

In partnership with the State Board of Education, the State Department of Education, and the Idaho Education Network (IEN), a strategic planning committee was established to help usher the IEN into and beyond connectivity to full use, both as an instructional tool across all levels of education and as an asset to our communities.

The strategic planning process began in December 2011 and concluded March 31<sup>st</sup> 2012 with a Comprehensive Strategic Plan. There were forty-two interviews conducted, either in person or by telephone; IEN staff and other stakeholders conducted a preliminary analysis of the comments and organized the comments into recurring themes. The Board President, Executive Director, Chief Academic Officer, and representatives from the postsecondary institutions participated throughout the strategic planning process. Additionally, the Executive Director and Chief Academic Officer have reviewed multiple drafts of the proposed IEN Comprehensive Strategic Plan and have had opportunity to make suggestions for modifications.

Four strategic imperatives emerged as focus areas: 1) Provide Quality Systems Operations; 2) Work Collaboratively Across Partners; 3) Provide Quality Student Learning Experiences; and 4) Demonstrate Accountability. The IEN Comprehensive Strategic Plan seeks to identify ways IEN can play a role helping the Board, the State Department of Education, and other agencies to meet the goals and objectives outlined in their strategic plans and educational initiatives. Collaboration across the partnering entities and stakeholders is essential to realize the mutual purpose to deliver high quality virtual learning to Idaho students and communities.

**IMPACT**

Once approved, the IEN will move forward with the IEN Comprehensive Strategic Plan. While much of the work identified in the IEN Comprehensive Strategic Plan supports work already identified by the State Department of Education and the State Board of Education, additional staff resources will be necessary to ensure success of use and implementation throughout the educational system. The IEN

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

**April 19, 2012**

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Pro-forma Budget, Appendix A, includes the request for staffing resources for each agency.

### **ATTACHMENTS**

Attachment 1 – IEN Comprehensive Strategic Plan

Page 3

### **STAFF COMMENTS AND RECOMMENDATIONS**

Board staff recommends approval of the IEN Comprehensive Strategic Plan.

### **BOARD ACTION**

I move to approve the Idaho Education Network Comprehensive Strategic Plan, and to authorize the Board President to sign the plan on behalf of the Board.

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



# *Connect, Instruct, Achieve*

## ***"Partnerships Linking Idaho"***

### ***A Comprehensive Strategic Plan***

***Department of Administration, Board of Education and Department of Education***

Operating Years 2012 - 2022

March, 2012



C.L. “BUTCH” OTTER GOVERNOR

One of the most exciting developments in Idaho over the last few years has been the development of the Idaho Education Network (IEN). The expansion of this vital infrastructure into every corner of our state has the potential to enhance opportunities for our students, teachers, and communities in an unprecedented way.

The recent completion of the first phase of the IEN, connecting all of Idaho’s high schools, demands that we shift our mission from one of construction to one of maximizing the use of this dynamic tool.

I have personally participated in classes delivered over the IEN and witnessed the capabilities now at our fingertips around the state and beyond. Idaho teachers and high school students have already earned more than 1,300 college credits by using the IEN last spring and I am determined to build on our initial success

In cooperation with the State Board of Education, the State Department of Education, and the Idaho Education Network, I have established a strategic planning committee to help usher the IEN into and beyond connectivity to full use, both as an instructional tool across all levels of education and as an asset to our communities.

Just as the IEN was built out under budget and almost a year ahead of schedule, we are poised to move as efficiently and effectively as possible to serve the needs of our students and other users around the state. The strategic planning process will begin in December 2011 and culminate early in the spring.

As Always – Idaho, “Esto Perpetua”



“Butch” Otter  
Governor of Idaho





## Our Commitment

The IEN partnering entities and stakeholders are committed to creating and maintaining a world-class, customer-centric education delivery system that serves Idaho students, families, and communities as well as promotes state and local economic development.

Currently the IEN partnering entities and stakeholders have several initiatives underway such as the State Department of Education's Students Come First (SCF) initiative, the State Board of Education's Complete College Idaho (CCI) initiative, Idaho Commission for Libraries and Idaho Public Television's online@yourlibrary, the Governor's iGem and Project 60 initiatives, the J.A. and Kathryn Albertson Foundation's Go On and Lead campaigns and others. This plan identifies and supports elements of the each of the entities strategic plans as well as the goals and objectives of the Idaho Education Alliance. Working collaboratively the IEN can be leveraged by each stakeholder to achieve success in these initiatives as well as aid in each partnering entity in meeting their individual strategic plan goals.

To that end, each partnering entity has agreed to efficiently and effectively leverage resources and relationships as outlined in this document toward successful implementation of the IEN's ***Connect, Instruct and Achieve*** outcomes.

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Mr. Richard Westerberg  
President Idaho State Board of Education

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Mr. Superintendent of Public Instruction  
Superintendent of Public Instruction

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Ms. Director of Admin  
Director Department of Administration



## Table of Contents

Item Description	Pg.
IEN Comprehensive Strategic Plan Committee Members.....	5
IPRAC Advisory Committee and IEN Staff.....	6
Introduction.....	7
IEN Vision, Mission and Core Values.....	9
<b>Focus Area One – Quality System Operations</b>	
• Technical System.....	12
• System Schedules.....	13
• System Upgrades.....	14
<b>Focus Area Two – Collaboration and Partnerships</b>	
• Partnerships.....	17
• Funding and Finance .....	21
• Idaho Communities and Economic Development.....	23
<b>Focus Area Three – Quality Student Experience</b>	
• 3Cs - Content, Courses, and Curriculum .....	26
• Communications and Public Relations.....	30
• Professional Development and Training.....	33
<b>Focus Area Four – Accountability</b>	
• Implementation Accountability.....	40
• Timely and Usable Data .....	42
• Timely and Usable Reporting .....	44
Glossary of Terms.....	50
References.....	53
Appendices.....	55

## Comprehensive Strategic Planning Committee Members

- Mr. Richard Westerberg, President, Idaho State Board of Education
- Mr. Tom Luna, Superintendent of Public Instruction
- Dr. Michael Rush, Executive Director, Office of the State Board of Education
- Mr. Roger Brown, Education Policy Advisor, Office of the Governor
- Ms. Teresa Luna, Director, Department of Administration
- Mr. Nick Smith, Deputy Superintendent of Federal Programs, State Department of Education
- Sen. Russ Fulcher, Idaho State Senate, Majority Caucus Chair
- Rep. Bob Nonini, Idaho State House, Chairman Education Committee
- Dr. Jerry Beck, President, College of Southern Idaho
- Dr. Tony Fernandez, President, Lewis-Clark State College
- Dr. Marty Schimpf, Provost, Boise State University
- Dr. Joe Fleishman, Director of Workforce Training, Idaho State University
- Ms. Joyce Popp, IT Resource Manager, State Department of Education
- Ms. Wanda Quinn, Past President, Idaho School Boards Association, Trustee Coeur D' Alene School District
- Mr. Melvin Beutler, Superintendent, Westside School District
- Mr. Dave Davies, Principal, Weiser School District
- Ms. Michelle Chavez, Teacher, Weiser High School
- Mr. Dave Gural, Teacher, Eagle High School
- Mr. Randy Bow, IT Resource Manager, Idaho School for the Deaf and Blind
- Mr. Dwight Johnson, Administrator of Workforce and Policy Planning, Idaho Department of Labor
- Dr. Lisa Dawley, Professor, Boise State University
- Dr. Cheryl Charlton, CEO, Idaho Digital Learning Academy
- Rep. Dr. Ronda Menlove, Senior Vice-provost, Utah State University
- Dr. Jeff Fox, Executive Vice President/Chief Academic Officer, College of Southern Idaho
- Mr. Jason Bransford, Director, Idaho Digital Education Academy
- Ms. Susan Johnson, Curriculum Coordinator, Division of Professional-Technical Education
- Ms. Selena Grace, Chief Academic Officer, Office of the State Board of Education
- Dr. Kathy Hagler, Hagler and Associates, Facilitator
- Dr. Sally Anderson, Hagler and Associates, Facilitator

*Note: Additional input provided by the Idaho Commission for Libraries and Idaho Public Television*

## **IPRAC – IEN Program Resource Advisory Council**

- Mr. Superintendent of Public Instruction, Superintendent of Public Instruction
- Ms. Director of Admin, Director, Department of Administration
- Dr. IDLA CEO, Chief Executive Officer, Idaho Digital Learning Academy
- Dr. Jerry Reiningger, Director of Information Systems, Meridian School District
- Dr. John Miller, Instructional Dean, College of Southern Idaho
- Mr. Jay Larsen, Executive Director, Idaho Technology Council
- Ms. Shelly Sayer, Vice President of Finance, Premier Technology, Inc.
- Rep. Bob Nonini, Idaho House, Chairman Education Committee
- Rep. Darrell Bolz, Idaho House JFAC
- Rep. Wendy Jaquet, Idaho House JFAC
- Sen. Bert Brackett, Idaho Senate JFAC
- Sen. John Goedde, Idaho Senate, Chairman Education Committee
- Sen. Shawn Keough, Idaho Senate JFAC

## **IEN Staff**

- Dr. Cliff Green, Executive Director
- Mr. Brady Kraft, Technical Director
- Mr. Garry Lough, Communication Director
- Ms. Julie Best, Content Specialist
- Mr. Mike Costa, IVC Specialist

## **Additional Support**

- Ms. Sally Brevick, Administrative Support
- Ms. Andy Lanning, Professional Development Coordinator

6 – IEN Comprehensive Strategic Plan (DRAFT 03/21/2012)



## Introduction

As Thoreau tells us, the endeavors of mankind not only elevate ourselves, but that of our neighbors, friends, and in education, the students we serve. Thoreau's "Conscious Endeavor" can be applied to the IEN designed to provide opportunity for all Idaho students and their communities and to "elevate lives."

***I know of no more encouraging fact than the unquestionable ability of man to elevate his life by conscious endeavor. - Henry David Thoreau***

The basis for the IEN Comprehensive Strategic Plan emerges primarily from the need to leverage stakeholder expertise and resources to successfully implement **Connect, Instruct and Achieve** outcomes. Successful strategy development and execution depends upon understanding, shaping and fulfilling the needs and expectations of stakeholders.

To that end, IEN staff, members of the IEN Comprehensive Joint Strategic Planning Committee and members of IEN Program Resource Advisory Council (IPRAC) were asked to participate in an interview process. Forty-two interviews were conducted either in person or by telephone. The IEN staff with invited stakeholders conducted a preliminary analysis of the comments using an affinity diagram, organizing comments into recurring themes. The big idea to emerge from comments is the mutual purpose of multiple stakeholders who hold an element of responsibility - **deliver high quality virtual learning to Idaho students and communities**. Four strategic imperatives emerged as focus areas:

### Focus Area 1 - Provide quality systems operations:

- Dependable, state of the art **technical equipment and connectivity**.
- Processes to **communicate, market** available services.
- Support structures for **implementation**.
- **Professional development** for teachers, providers and leaders to build people capabilities to use technology optimally.

### Focus Area 2 - Work collaboratively across partners:

- Clarify roles, relationships and responsibilities.

### Focus Area 3 - Provide quality student learning experiences that include:





- Rigorous **content** aligned to Idaho standards, college or career expectations.
- **Instruction** that motivates, engages and challenges students.

**Focus Area 4 - *Demonstrate accountability:***

- Clarify key performance indicators that should be measured, monitored and reported.
- Clarify reporting processes.

The data identified and classified under the four focus areas were then used by smaller workgroups of the CSP Committee to develop goals, strategies, actions and measures by which success can be achieved.

According to Kevin Baum, “there is no such thing as independence when it comes to performance measurement. Performance in all your services both affect and influence (and are influenced by) performance in other services.” In the case of the IEN the success of ***Instruct and Achieve*** outcomes rely on the success of the ***Connect*** outcome and vice versa. To that end, the result of many hours of interviews, discussion and stakeholder collaboration is the IEN CSP (the plan). The plan is meant to be a “living” document whereby the staff, advisory board and partners become performance informed having a compass by which to guide the operation as well as having a filter for making decisions toward the three outcomes, ***Connect, Instruct and Achieve***.

In summary, collaboration across partnering entities and stakeholders is an essential ingredient if Idaho is to realize the mutual purpose- ***deliver high quality virtual learning to Idaho students and communities***. Each partner is essential but not sufficient alone to bring this vision to fruition in a robust manner. Partners who serve multiple missions and functions must collaborate across the white space that separate them to integrate, align, coordinate and provide seamless responses to the end users-teachers and students.



## Vision

The Idaho Education Network is Idaho's statewide managed network solution connecting all public education institutions and providing opportunities for students and communities.

## Mission

The Idaho Education Network provides access and equity of educational opportunities for Idaho's students and communities resulting in empowerment and achievement of all Idaho's citizens.

## Core Values

- **Student/Learner Centered**
- **Education Consumer Centered**
- **Fiscally and Technically Responsible**
- **Standards Based, Open Architecture**
- **Collaborative**
- **Integrity Above All**



# FOCUS AREA ONE

## Quality System Operations





## Technical System

## System Scheduling

## System Upgrade



In some ways the definition of 'Brave New World', as written by Aldous Huxley in 1931 fits the situation today, "A **world** or realm of radically transformed existence, especially one in which technological progress has both positive and negative results". The IEN has been charged with the creation, maintenance, and on-going viability of a system that can transform the education system. Now that statutory Phase I is complete, it is important to identify areas requiring sustained effort, additional development or new inventions. For purposes of this analysis, the term *system operations* is used to include both technology related functions as well as other key capabilities of an infrastructure that can deliver reliably, capably and consistently.





*Goals, Strategies, Actions,  
Responsibilities and Timeline*

**X**= Lead Agency (GOV, **SBOE**, **SDE**, **ADM**, **Higher Ed**,  
**IDLA**, **DOL**, **PTE**, **ICfL/IPTV**)

**GOAL 1.1– Technical System:** IEN facilitates *access* and *equity* of educational opportunities for Idaho students.

Strategy 1.1 - Engage all stakeholder participants in order to increase access, equity and use of the IEN			
ACTIONS	AGENCY	RESPONSIBLE PERSON	TIMELINE
1.1.a Remove barriers to expanding the capacity for use of the system	<u>ADM</u>	Director of Admin	Ongoing
1.1.b Sustain connectivity, delivery capabilities for receiving and origination sites	<u>ADM</u>	IEN Technical Director	Ongoing
1.1.c Leverage SDE conferences and activities to include IEN information and discussion with various superintendent, and high school administrator groups to foster adoption and expansion, where appropriate	<u>SDE</u> / <u>ADM</u>	IEN Communication Director, SDE Deputy Superintendent Federal Programs	Ongoing
1.1.d Connect new schools as identified and approved	<u>ADM</u>	IEN Technical Director	Ongoing
1.1.e Monitor and maximize efficiency of bandwidth consumption	<u>ADM</u>	IEN Technical Director	Ongoing
1.1.f Provide 24x7 technical systems support	<u>ADM</u>	IEN Technical Director	Ongoing



**GOAL 1.2 – System Schedules:** Schedules are provided to improve use and acceptance of IEN in K-12 schools.

Strategy 1.2 – Provide scheduling interactivity and visibility for IEN users			
ACTIONS	AGENCY	RESPONSIBLE PERSON	TIMELINE
1.2.a Implement IVC scheduling software Phase 1 – Centralized Scheduling	<a href="#"><u>ADM</u></a>	IEN Program Specialist and IEN Communication Director	2012
1.2.b Implement IVC scheduling software Phase 2 – Decentralized Scheduling	<a href="#"><u>ADM</u></a>	IEN Program Specialist and IEN Communication Director	2013
1.2.c Provide ongoing support for the IVC scheduling and make it interactive and easy to use	<a href="#"><u>ADM</u></a>	IEN Program Specialist and IEN Communication Director	Ongoing
1.2.d Determine participation in the state online content clearinghouse for IEN scheduling	<a href="#"><u>ADM</u></a>	IEN Communication Director	2012



**GOAL 1.3 – System Upgrade: IEN operates with appropriate technology.**

Strategy 1.3 – Research, aggregate, design and implement new education resource over IEN			
ACTIONS	AGENCY	RESPONSIBLE PERSON	TIMELINE
1.3.a Plan for expansion for middle and elementary schools, libraries, and government agencies and departments pending legislative approval	<u>ADM</u> /IPRAC	Director of Admin	Ongoing
1.3.b Integrate Blackboard and IEN IVC users	<u>ADM</u> / <u>SBOE</u> /IDLA	IEN Communication Director, IEN Technical Director, SBOE Chief Academic Officer, IDLA CEO	2012
1.3.c Investigate and approve new and emerging video and networking technologies	<u>ADM</u>	IEN Communication Director, IEN Technical Director	Ongoing
1.3.d Develop a framework for contract renewal of broadband providers	<u>ADM</u>	Director of Admin, IEN Technical Director, CIO Admin	2012
1.3.e Set broadband provider contracts for ongoing operations	<u>ADM</u>	Director of Admin, CIO Admin, IEN Technical Director	2014
1.3.f Support inter-operability standards on equipment additions to IEN system	<u>ADM</u>	Director of Admin, CIO Admin, IEN Technical Director	2012
1.3.g Explore use of cloud technology	<u>ADM</u>	Director of Admin, CIO Admin, IEN Technical Director	2012

14 – IEN Comprehensive Strategic Plan (DRAFT 03/21/2012)

# FOCUS AREA TWO

## Collaboration and Partnerships





## Partnerships Funding and Finance Idaho Communities and Economic Development

Work  
Collaboratively  
Across Partners

Deliver High  
Quality Virtual  
Learning  
Experiences to  
Idaho Students  
and Communities

Collaboration across partnering entities and stakeholders is an essential ingredient if Idaho is to realize the mutual purpose- ***deliver high quality virtual learning to Idaho students and communities***. Each partner is essential but not sufficient alone to bring this vision to fruition in a robust manner. Partners who serve multiple missions and functions must collaborate across the white space that separate them to integrate, align, coordinate and provide seamless responses to the end users-teachers and students. Because of the numbers of departments and governmental structures that need to collaborate in a coordinated manner, there needs to be clear authority to make that happen.

*Goals, Strategies, Actions,  
Responsibilities and Timeline*

X= Lead Agency (GOV, SBOE, SDE, ADM, Higher Ed, IDLA, DOL, PTE, ICFL/IPTV)

**GOAL 2.1 – Partnerships:** Partnerships are in place around “Connect, Instruct and Achieve.”

Strategy 2.1 – Create partnerships which maximize the effectiveness and use of the IEN			
ACTIONS	AGENCY	RESPONSIBLE PERSON	TIMELINE
2.1.a Develop and clarify effective structure, coordination of processes and system support for the IEN <i>“Instruct and Achieve”</i>	<u>GOV</u> /SBOE/SDE /ADM/ IDLA	SBOE Executive Director, Director of Admin, Superintendent of Public Instruction, IDLA CEO	2012
2.1.b Formalize roles and relationships and outline specific responsibilities of each entity to maximize the success of the IEN	SBOE/SDE/ADM	SBOE Executive Director, Director of Admin, Superintendent of Public Instruction	2012
2.1.c Develop partnerships with IDLA to leverage current state resources in relation to IEN, SCF, etc.	<u>ALL</u>	SBOE Executive Director, Director of	2013

Strategy 2.1 – Create partnerships which maximize the effectiveness and use of the IEN			
ACTIONS	AGENCY	RESPONSIBLE PERSON	TIMELINE
		Admin, Superintendent of Public Instruction	
2.1.d Obtain authorization to make K-12 system use recommendations through MOUs on best practices and expected outcomes	<u>SDE</u> /ADM	Director of Admin, Superintendent of Public Instruction	2012
2.1.e Establish effective coordination with other major service providers such as IRON	<u>ADM</u> /SBOE	IEN Technical Director, SBOE Executive Director	Ongoing
2.1.f Continue to promote legislators use of IEN for connecting with constituencies	<u>ADM</u>	Director of Admin	Ongoing
2.1.g Establish partnerships with business and industry education initiatives (Micron, INL, etc.)	<u>ADM</u>	Director of Admin	Ongoing



**GOAL 2.2 - Partnerships:** State and local policies are in place to effectuate “Connect, Instruct and Achieve.”

Strategy 2.2 - Identify, create and implement IEN policies, practices and procedures			
ACTIONS	AGENCY	RESPONSIBLE PERSON	TIMELINE
2.2.a Develop and use a customer survey to gauge service and inform policy creation for <i>systems operation</i>	<u>ADM</u>	Director of Admin	2012
2.2.b Develop a periodic analysis of technical, resource and programmatic capabilities of post secondary institutions for use of IEN	<u>SBOE</u> / <u>ADM</u>	SBOE Chief Academic Officer, IEN, Communication Director	Ongoing
2.2.c Create policy, access agreement and procedure for school districts to connect to postsecondary providers	<u>ADM</u> / <u>SBOE</u> / <u>SDE</u>	Director of Admin, SBOE Chief Planning and Policy Officer, SDE Deputy Supt.	2012
2.2.d Create access agreement and procedure for postsecondary providers to connect to IEN facilities in districts	<u>ADM</u> / <u>SBOE</u>	SBOE Executive Director, IEN Program Specialist	2012
2.2.e Support the creation and/or retention of state and local policies that advocate for a consumer-centric delivery system	<u>SBOE</u> / <u>ADM</u> / <u>SDE</u>	SBOE Chief Planning and Policy Officer, Director of Admin, SDE Deputy Superintendent of Federal Programs	Ongoing
2.2.f Evaluate effectiveness of customer service experience to drive creation of policy and procedure for IEN “ <i>Instruct and Achieve</i> ” <i>outcomes</i> *	<u>SDE</u> / <u>SBOE</u>	SBOE Chief Planning and Policy Officer, SDE Deputy Superintendent Div of Teachers and Leaders, SBOE Chief Academic	2013

ACTIONS	AGENCY	RESPONSIBLE PERSON	TIMELINE
		Officer	
2.2.g Create policy and procedures guide for K-12 <b>operational</b> systems under <b>"Connect"</b>	<u>ADM</u>	Director of Admin	Ongoing
2.2.h Create guide for K-12 best practices and instructional delivery over IEN	<u>SDE/Higher Education</u>	SDE Deputy Superintendent Div of Teachers and Leaders, SDE Digital Content Coordinator	Ongoing
2.2.i Develop partnerships and policies for improved access to post secondary education programming	<u>SBOE</u>	SBOE Executive Director	Ongoing
2.2.j Support SCF Technology Taskforce recommendations on cyber-bullying prevention (IC: 18-917A) digital citizenship and incorporation of the AG's online safety program as part of student online orientation	<u>SDE/ADM/SBOE/ICfL/IPTV/IDLA</u>	SDE Coordinator of Parent Involvement, SDE Director Students Come First, Director ICfL, IDLA CEO	Ongoing

\*See Glossary for definition



**GOAL 2.3 – Finance and Funding:** IEN has reliable and ongoing funding to effectuate increased use, and system expansion.

Strategy 2.3 – Create sustainable funding for the IEN			
ACTIONS	AGENCY	RESPONSIBLE PERSON	TIMELINE
2.3.a Explore long-term funding opportunities for expansion of IEN services	<u>ALL</u>	ADM - Director of Admin SDE – Superintendent of Public Instruction SBOE – Board President	2013-14
2.3.b Secure funding for “ <i>Connect</i> ” outcome of IEN	<u>ADM</u>	Director of Admin	2012
2.3.c Secure funding for “ <i>Instruct and Achieve</i> ” outcomes of IEN	<u>SDE/SBOE</u>	Superintendent of Public Instruction, SBOE Executive Director	Ongoing
2.3.d Develop a delivery model where post secondary institutions are encouraged and incentivized to offer content over IEN	<u>SBOE</u>	SBOE Executive Director, SBOE Chief Academic Officer, SBOE Chief Planning and Policy Officer	2013
2.3.e Develop adequate funding for dual credit offered over the IEN	<u>SBOE/Higher Ed</u>	SBOE Executive Director, SBOE Chief Financial Officer, SBOE Chief Academic Officer	2012

ACTIONS	AGENCY	RESPONSIBLE PERSON	TIMELINE
2.3.f Support the SCF Technology Taskforce recommendations to create a contract template which contemplates local and state agreements for online courses as well as fractional ADA funding RE: Idaho Code 33-1627 (2) (a-d)	<u>SDE</u> / <u>ADM</u>	SDE Deputy Chief of Staff, IEN Communication Director	2013
2.3.g Monitor changes in and continue to manage e-rate through a consolidated application process to maximize funding for system operation	<u>ADM</u>	IEN Technical Director	Ongoing
2.3.h Support the Students Come First Taskforce recommendation to review Idaho K-12 public school funding models	<u>SDE</u> / <u>ADM</u>	SDE Deputy Superintendent of Finance, IEN Program Specialist	2012
2.3.i Review SDE technology funding under SCF for use in securing technology or professional development resources	<u>SDE</u> / <u>ADM</u> / <u>Higher Education</u>	SDE Deputy Superintendent Div of Teachers and Leaders, SDE Director Students Come First, Director of Admin	2013
2.3.j Develop adequate staffing of agencies and departments for support of <i>“Connect, Instruct, Achieve”</i>	<u>ADM</u> / <u>SDE</u> / <u>SBOE</u>	Director of Admin, SBOE Executive Director, Superintendent of Public Instruction, SDE Chief of Staff	Ongoing
2.3.k Support SBOE’s College Access Challenge Grant for counselor professional development	<u>SBOE</u> / <u>Higher Ed</u>	CACG Project Coordinator	Ongoing



**GOAL 2.4 - Idaho's Communities and Economic Development:** IEN is used to deliver community education and promote economic development.

Strategy 2.4 - Support a consumer-centric model whereby local communities have the ability to access and implement learning opportunities			
ACTIONS	AGENCY	RESPONSIBLE PERSON	TIMELINE
2.4.a Develop a process and template for school districts to complete a local community education needs assessment	<u>DOL</u> /Higher Ed/PTE	IDOL Administrator, PTE Administrator	2013
2.4.b Increase opportunities for <b>community</b> access and use of the IEN IVC system*	<u>ADM</u> /Higher Ed/PTE/ <u>ICFL</u> /IPTV	IDOL Administrator, PTE Administrator, IEN Communication Director, ICFL Director	2013
2.4.c Develop and implement a marketing plan for state agency use*	ALL	<u>ADM</u> - IEN Communication Director	2013
2.4.d Partner with Idaho Technical Colleges to offer workforce training and community education programming over IEN*	<u>PTE</u> / <u>ADM</u>	PTE Administrator, Director of Admin	Ongoing
2.4.e Partner to offer job search and job skill training over IEN*	<u>ADM</u> / <u>DOL</u> /PTE/ <u>ICFL</u>	Director of Admin, IDOL Administrator, PTE Administrator, Director ICFL	Ongoing
2.4.f Research ways in which IEN can be used for virtual economic development*	<u>ADM</u> / <u>DOL</u> / <u>SBOE</u> / <u>ICFL</u>	Director of Admin, IDOL Administrator, SBOE Chief Academic Officer, Director ICFL	Ongoing
2.4.g Research ways that IEN can be used to serve the Department of Corrections	<u>ADM</u> / <u>PTE</u> / <u>IDLA</u>	Director of Admin, PTE Administrator, IDLA CEO	Ongoing

\*use regulated by e-rate

# FOCUS AREA THREE

## Quality Student Experience



## Content, Courses, and Curriculum (3Cs)

### Communications and Public Relations

### Professional Development and Training

Provide Quality  
Student  
Learning  
Experiences

Deliver High  
Quality Virtual  
Learning  
Experiences to  
Idaho Students  
and Communities

According to Charles Schwahn and Betrice McGarvey authors of *Inevitable: Mass Customized Learning, Learning in the Age of Empowerment*, the American education system is woefully antiquated. When educators talk about “transformational” change, it simply isn’t. It is now, in this age of empowerment, that as a society we have begun to realize that tweaking the system and having a system which is focused on student achievement are really mutually exclusive. The bottom line is that real transformative change involves making hard choices, which require vision and determination and cannot be swayed by popular opinion. It is incumbent upon us to understand the new reality in today’s information age; one is which our students learn in different ways and by different modalities. The “old school” world of the #2 Fort Ticonderoga pencil and spiral notebook must be replaced by mobile 1:1 computing devices, texting, streaming video, YouTube, iPads, and the like. These new technologies have changed our world, but to date have not been adopted in any meaningful, large scale way by the school systems in the United States. Interestingly our young adults and children have quickly adopted new ways of digesting their information electronically outside the school building... they should not have to “power down” when entering the school building to learn.

*Goals, Strategies, Actions,  
Responsibilities and Timeline*

X= Lead Agency (GOV, SBOE, SDE, ADM, Higher Ed, IDLA, DOL, PTE, ICfL/IPTV)

**GOAL 3.1 - 3Cs:** Academic achievement and attainment is increased through IEN to support the implementation of common core and college and career preparation

Strategy 3.1 - Expand rigorous, relevant synchronous and asynchronous high quality content to improve student achievement			
ACTIONS	AGENCY	RESPONSIBLE PERSON	TIMELINE
3.1.a Research and deploy proven practices that impact college preparation, access, retention, and completion in collaboration with state partners	SBOE/SDE	SBOE Executive Director, Superintendent of Public Instruction	Ongoing
3.1.b Support the SCF Technology Taskforce recommendation that Idaho craft and articulate a vision for how technology will support effective instruction and increase student achievement	SBOE/SDE	SBOE Executive Director, Superintendent of Public Instruction	2012
3.1.c Perform a gap analysis, evaluating course and content options currently offered and distance learning delivery modalities	SDE/SBOE/IDLA /ADM	SBOE Chief Academic Officer, SDE Director of Content , IDLA CEO, IEN Communication Director	2013



ACTIONS	AGENCY	RESPONSIBLE PERSON	TIMELINE
3.1.d Facilitate accelerated secondary completion and college entry in partnership with local districts	<a href="#">SDE/SBOE</a>	SDE Director of Content , SBOE Chief Academic Officer	2013
3.1.e Support the SCF Technology Taskforce recommendation for professional development by identifying highly qualified K-12 STEM teachers and facilitating their ability to deliver content over the IEN	<a href="#">SDE/Higher Ed</a>	SDE Director Certification and Professional Standards	2012
3.1.f Support the SBOE and SDE's goals of educational attainment by delivering test preparation courses over the IEN	<a href="#">SDE/ICfL</a>	SDE Assessment Director, Director ICfL	Ongoing
3.1.g Support the SBOE and SDE's goals of educational attainment by deploying K-12 core remediation courses and credit recovery over the IEN based on ACCUPLACER/SAT	<a href="#">SDE/SBOE</a>	SDE Assessment Director, SDE Director of Content , SBOE Chief Academic Officer	2012
3.1.h Research SAT test prep courses that can be offered over the IEN and aid in the statewide deployment	<a href="#">SDE/ICfL</a>	SDE Assessment Director, Director ICfL	2012
3.1.i Support online graduation requirements by using iNacol and Common Core standards in the SDE K-12 online curriculum approval process	<a href="#">SDE/SBOE/IDLA</a>	SDE Director of Content , SBOE Chief Academic Officer, IDLA CEO	2012
3.1.j Support the SCF initiative by partnering with public and private entities to provide high quality, web-based resources and online content which are affordable and accessible by K-12 students	<a href="#">SDE/IDLA/ICfL</a>	SDE Deputy Chief of Staff, SDE Director of Content , SDE IT Resource Manager,	Ongoing

ACTIONS	AGENCY	RESPONSIBLE PERSON	TIMELINE
		IDLA CEO, Director ICfL	
3.1.k Support the SBOE and SDE's goals of education attainment by increasing the availability of K-12 STEM, MAPP, and affordable early completer programming	<u>SDE</u> / <u>ADM</u> / <u>SBOE</u>	SDE Director of Content , SDE Coordinator, Science / STEM, SDE Coordinator, NASA/Social Studies, IEN Communication Director, SBOE Chief Academic Officer	2012
3.1.l Educate IEN users on various options for supplementing instruction such as virtual field trips to facilitate IEN adoption in the classroom	<u>ADM</u> / <u>SDE</u>	IEN Communication Director, SDE Digital Content Coordinator	2012
3.1.m Support the SCF initiative informing counselors, administrators, parents and students of choices over IEN and the impact on graduation (credit check, graduation check, etc.)	<u>SDE</u> / <u>ADM</u>	SDE Director Students Come First, IEN Communication Director	2012-13
3.1.n Research emerging curricular and course educational systems and tools (LMS, IMS, digital assets, etc)	<u>SDE</u> / <u>SBOE</u> / <u>IDLA</u>	SDE Digital Content Coordinator , SDE Coordinator of Educational Technology , SBOE Executive Director, IDLA CEO	Ongoing

ACTIONS	AGENCY	RESPONSIBLE PERSON	TIMELINE
3.1.o Continue to partner with PSPs to rollout professional-technical academy content	<u>ADM/ PTE</u>	IEN Communication Director, PTE Administrator	2014
3.1.p Explore IVC over MCD to IEN sending sites for homebound or students who have restricted access to school.	<u>ADM/SDE</u>	Director of Admin, SDE Deputy Supt.	2015
3.1.q Explore use of IEN to deliver IEP services such as SLP	<u>SDE</u>	Special Ed Coordinator	2015
3.1.r Explore adding lab rooms to IEN offering to increase dual credit and PTE programming	<u>ADM</u>	IEN Technical Director	2015
3.1.s Explore implementing Professional Learning Communities (PLC) training	<u>SDE</u>	SDE Deputy Superintendent Div of Teachers and Leaders	2013
3.1.t Explore providing access to Lili.org and online@your library in state online content clearinghouse or through 1:1 MCDs	<u>SDE/ ICfL/IPTV</u>	SDE Deputy Superintendent Div of Teachers and Leaders, ICfL Public Information Specialist	2012

**GOAL 3.2 - Communication and Public Relations: Stakeholders understand, use and value IEN services.**

Strategy 3.2 - Engage all stakeholder participants in order to increase equity, access and use			
ACTIONS	AGENCY	RESPONSIBLE PERSON	TIMELINE
3.2.a Market the IEN to parents, students, schools and communities	ALL	<a href="#">ADM</a> - IEN Communication Director <a href="#">SBOE</a> – SBOE PIO <a href="#">SDE</a> – SDE PIO <a href="#">ICfL/IPTV</a> – ICfL Public Information Specialist/Director IPTV	2012-2022
3.2.b Provide information on IEN via agency and department websites	ALL	<a href="#">ADM</a> - IEN Communication Director <a href="#">SBOE</a> – SBOE PIO <a href="#">SDE</a> – SDE PIO <a href="#">ICfL/IPTV</a> – ICfL Public Information Specialist/Director IPTV	2012-2022
3.2.c Communicate with users frequently through agency and department publications, websites, etc.	ALL	<a href="#">ADM</a> - IEN Communication Director <a href="#">SBOE</a> – SBOE PIO <a href="#">SDE</a> – SDE PIO GOV – Governor’s Chief of Staff	2012-2022

ACTIONS	AGENCY	RESPONSIBLE PERSON	TIMELINE
		ICfL/ /Director IPTV	
3.2.d Collaborate with partners to develop a marketing and communication plan	ALL	ADM - IEN Communication Director SBOE - PIO SDE - PIO ICfL/IPTV - ICfL Public Information Specialist/Director IPTV	2012-2022
3.2.e Demonstrate successful user experiences that detail and validate successful models – Communicate via newsletters, webinars, and updates to Education Associations	ADM/IDLA	IEN Communication Director, IDLA CEO	2012-2013
3.2.f Support the SCF Technology Taskforce recommendation Create a stakeholder web-based registration clearinghouse for courses, professional development, etc	SBOE/SDE/ADM	SBOE Executive Director, SBOE Chief Academic Officer, SDE Director Students Come First, SDE Director of Technology, IEN Communication Director	2013
3.2.g Develop a public awareness campaign which includes participants such as SBOE, SDE, ADM, Office of the Governor, Foundations, etc	ALL	SBOE – SBOE PIO SDE – SDE Deputy Supt. ADM – IEN Communication Director PTE – TBD GOV – Governor’s Education Policy Advisor ICfL/IPTV – ICfL Public	2012-2022



ACTIONS	AGENCY	RESPONSIBLE PERSON	TIMELINE
		Information Specialist/Director IPTV	
3.2.h Partner with IASA, ISBA and IEA to eliminate the perception of teacher attrition due to the implementation of IEN	ADM/ <u>SDE</u>	IEN Communication Director, SDE PIO	2012 - 2013

**GOAL 3.3 - Professional Development:** Highly qualified professionals deliver educational opportunities over IEN.

Strategy 3.3 - Provide professional development for educators on system use and best online instructional practices			
ACTIONS	AGENCY	RESPONSIBLE PERSON	TIMELINE
3.3.a Support the SCF Technology Taskforce recommendation to develop a multi-year comprehensive professional development plan that encompasses all K-12 initiatives and professional development efforts including statewide, and regional 1:1 deployment and K-8 professional learning opportunities	ALL	SBOE -SBOE Teacher Quality/Special Programs Manager SDE – Deputy Superintendent Div of Teachers and Leaders ADM - IEN Program Specialist, IDLA - IDLA CEO ICfL/IPTV –Director IPTV	2013
3.3.b Support the SCF Technology Taskforce recommendations for professional development by identifying course content providers for pre-service and in-service professional development for K-12 <i>teachers and administrators</i>	SDE/ADM/IPTV/IDLA	SDE Deputy Superintendent Div of Teachers and Leaders, IEN Program Specialist. IDLA CEO, Director IPTV	2012
3.3.c Support the SCF Technology Taskforce recommendation that colleges of education collaborate to ensure pre-service training includes technology classroom integration through the development of regional professional development networks and training teams	SDE/Higher Ed/SBOE/IDLA/ICfL	SDE Deputy Superintendent Div of Teachers and Leaders, SDE Director	Ongoing

33 – IEN Comprehensive Strategic Plan (DRAFT 03/21/2012)

ACTIONS	AGENCY	RESPONSIBLE PERSON	TIMELINE
		Certification and Professional Standards, SBOE Chief Academic Officer, IDLA CEO, ICfL Associate State Librarian	
3.3.d Support the SCF Technology Taskforce recommendation that the state develop a strong training and support system for IT and instructional integration professionals by scheduling and delivering professional development and continuing education for K-12 <i>teachers and administrators</i>	<a href="#">SDE</a> / <a href="#">SBOE</a> / <a href="#">Higher Ed</a> /K-12	SDE Deputy Superintendent Div of Teachers and Leaders, SDE Coordinator of Educational Technology , SBOE Teacher Quality/Special Programs Manager	2012
3.3.e Explore a professional development report for K-12 <i>teachers and administrators</i>	<a href="#">SDE</a> / <a href="#">IDLA</a>	SDE Deputy Superintendent Div of Teachers and Leaders, SDE IT Resource Manager, IDLA CEO	2013
3.3.f Convene workgroup to aid in the integration of best online pedagogical practices for K-12 <i>teachers</i> as outlined in the Idaho Online Teaching Standards (Adopted Spring of 2010)	<a href="#">SDE</a> / <a href="#">Higher Ed</a>	SDE Deputy Superintendent Div of Teachers and Leaders, Higher Education Coordinator	Ongoing



ACTIONS	AGENCY	RESPONSIBLE PERSON	TIMELINE
3.3.g Support the SCF initiative by creating online best practice pedagogy materials for dissemination to <i>teachers</i> via various electronic medium such as Schoolnet	<a href="#">SDE</a> / IDLA	SDE Digital Content Coordinator, SDE Director of Content, IDLA CEO	2013
3.3.h Support the SCF initiative by offering Schoolnet training and workshops for <i>teachers</i> that will allow for the exchange of methods, curriculum and usage topics	<a href="#">SDE</a>	SDE Director Students Come First, SDE Coordinator, ISEE Educator Professional Dev	Ongoing
3.3.i Develop and deliver IEN professional development for school board trustees to demonstrate and promote IEN adoption	<a href="#">ADM</a>	IEN Communication Director	2013
3.3.j Support the SDE goals of educational attainment, partner with PSPs to identify and facilitate delivery of <i>teacher</i> professional development on ISAT preparation to promote college readiness	<a href="#">SDE</a> / IDLA	SDE Assessment Director, SDE Deputy Superintendent Div of Teachers and Leaders, IDLA CEO	Ongoing
3.3.k Support the SCF Technology Taskforce recommendation for professional development, and in partnership with colleges and universities. ie: provide predictable continuing education opportunities such as the opportunity for educators to take courses toward a degree	<a href="#">SBOE</a> / <a href="#">ADM</a> / <a href="#">SDE</a> / <a href="#">I</a> <a href="#">CfL</a>	SBOE Teacher Quality/Special Programs Manager, Director of Admin, SDE Director Certification and Professional Standards, SDE Deputy Superintendent Div of Teachers and Leaders	Ongoing
3.3.l Develop and deliver professional development for K-12 Professional-Technical Educators over the IEN	<a href="#">ADM</a> / <a href="#">PTE</a>	Director of Admin, PTE Administrator	Ongoing



ACTIONS	AGENCY	RESPONSIBLE PERSON	TIMELINE
3.3.m IEN Communication's Director to present to pre-service teachers on the role of IEN in Idaho Education	ADM/Higher Ed	IEN Communication Director	Ongoing
3.3.n Support the State Department of Education in delivering Student leadership development of the Idaho Student Technology Council	SDE/ADM	SDE Deputy Superintendent Div of Teachers and Leaders, IEN Communication Director	Ongoing
3.3.o Support the State Department of Education in delivering information to promote parent understanding of SCF 1:1 deployment	SDE/ADM	SDE Deputy Superintendent Div of Teachers and Leaders, IEN Communication Director	Ongoing
3.3.p Explore development of 10-site model IEN school program for training	ADM/SDE	IEN Program Specialist, SDE Deputy Superintendent Div of Teachers and Leaders	2015

**Goal 3.4 – Training: Well trained and developed facilitators are in place.**

36 – IEN Comprehensive Strategic Plan (DRAFT 03/21/2012)

Strategy 3.4 - Provide training to increase the quantity and quality of facilitators and proctors			
ACTIONS	AGENCY	RESPONSIBLE PERSON	TIMELINE
3.4.a Identify training needs of IVC <i>facilitators</i>	<a href="#"><u>ADM</u></a>	IEN Program Specialist, IEN Communication Director	2012 - 2022
3.4.b Identify content for training IVC <i>facilitators</i>	<a href="#"><u>ADM</u></a>	IEN Program Specialist, IEN Communication Director	2012 - 2022
3.4.c In partnership with PSPs, schedule and deliver training for <i>facilitators</i>	<a href="#"><u>ADM</u></a>	IEN Program Specialist, IEN Communication Director	2012 - 2022
3.4.d Identify, define and provide origination/receive roles and responsibilities of IVC <i>facilitators</i>	<a href="#"><u>ADM</u></a>	IEN Program Specialist, IEN Communication Director	2012
3.4.e Develop and deploy IVC scheduling software <i>facilitator</i> guide	<a href="#"><u>ADM</u></a>	IEN Program Specialist, IEN Communication Director	2012

# FOCUS AREA FOUR

## Demonstrate Accountability



## Timely and Usable Data

## Timely and Usable Reporting

## Implementation Accountability

You meet, you talk, you learn.



Demonstrate  
Accountability

Deliver High  
Quality Virtual  
Learning  
Experiences to  
Idaho Students  
and Communities

Accountability must be viewed as multifaceted with each stakeholder being answerable for their own performance. There was agreement across respondents that all stakeholders involved need to be answerable to one another, to funders and to patrons. Two areas emerged:

- Clarify key performance indicators that should be measured, monitored and reported.
- Clarify responsibility for monitoring and reporting on specific performance indicators.



It's like you're there  
...because you are!

*Goals, Strategies, Actions,  
Responsibilities and Timeline*

X= Lead Agency (GOV, SBOE, SDE, ADM, Higher Ed, IDLA, DOL, PTE, ICfL/IPTV)

**GOAL 4.1 - Implementation Accountability:** Accountability system and metrics are in place to ensure successful implementation of the IEN CSP.

Strategy 4.1 - Partner to develop a pragmatic system under which the 10 year CSP can be monitored and implemented			
ACTIONS	AGENCY	RESPONSIBLE PERSON	TIMELINE
4.1.a Develop an IEN CSP implementation group (4 person) to meet and monitor the deployment of the strategic plan	SBOE/ SDE/ ADM/GOV	Director of Admin, Superintendent of Public Instruction , SBOE Executive Director, Governor's Education Policy Advisor	2012
4.1.b Schedule two (2) meetings per year to review progress of the Dashboard KPIs outlined in Focus Area Four, Goal 4.3, and the Plan Goals Strategies, Actions and make recommendations to the IEN CSP implementation group in 4.1.a	ADM/IPRAC	Director of Admin, and IPRAC Committee	Ongoing
4.1.c Operationalize the IEN CSP for <b>Connect, Instruct and Achieve</b> outcomes and the IEN Executive Director will monitor implementation progress against CSP measures and report to the SBOE/IPRAC/ITAC	SBOE/ SDE/ ADM/GOV	IEN Executive Director, Superintendent of Public Instruction ,	2012



ACTIONS	AGENCY	RESPONSIBLE PERSON	TIMELINE
		SBOE Executive Director, Governor's Education Policy Advisor	
4.1.d Support securing a quality external evaluator for a long-term study on the effects of the SCF and IEN deployments on student achievement	<u>SDE</u> / <u>ADM</u> / <u>SBOE</u>	Superintendent of Public Instruction, SBOE Executive Director, Director of Admin	2012-2016
4.1.e Support studies at the local school level as part of the SDE granting process for SCF deployment on student achievement using growth model	<u>SDE</u> / <u>ADM</u> / <u>SBOE</u>	Superintendent of Public Instruction, SBOE Executive Director, Director of Admin	2012-2016
4.1.f Continue develop the St. Maries Client Case Study to perfect operation for the rural client	<u>ADM</u>	Director of Admin	2012

**GOAL 4.2 - Timely and Usable Data:** IEN stakeholders have timely and accurate data to make decisions.

Strategy 4.2 - Create and disseminate timely, usable data to agencies, departments and stakeholders			
ACTIONS	AGENCY	RESPONSIBLE PERSON	TIMELINE
4.2.a Collaborate to develop a data sharing agreement between stakeholder agencies and departments for intervention and reporting	<u>ALL</u>	SBOE–Executive Director SDE/K-12 –IT Resource Manager IEN –Communication Director DOL –Administrator	2012
4.2.b Collaborate to develop common, instructional metrics for measuring success of impact on “ <i>Instruct and Achieve</i> ” (See Focus Area 4 - Accountability for Idaho Virtual Learning Dashboard)	<u>SBOE/SDE</u>	SBOE Executive Director, SDE Deputy Superintendent Div of 21st Century Classroom	2012
4.2.c Given common data points agreed to in 4.2.b develop processes for identification of districts not meeting AYP or data shows low core scores and recommend IEN as one possible solution	<u>SDE/SBOE/ADM</u>	SDE Deputy Supt, SDE Director, Statewide System of Support, SBOE Chief Academic Officer, IEN Communication Director	Ongoing
4.2.d Given data from 4.2.b identify and develop specific interventions which <i>may</i> be deployed through the IEN	<u>SDE/SBOE/ADM</u>	SDE Deputy Supt, SDE Director, Statewide System of Support, SBOE Chief Academic Officer, IEN Communication Director	Ongoing





ACTIONS	AGENCY	RESPONSIBLE PERSON	TIMELINE
4.2.e Support the SBOE alignment and integration of ISEE secondary data with the P-20W SLDS.	<a href="#">SBOE/SDE</a>	SBOE Executive Director, SDE IT Resource Manager	2012
4.2.f Higher Education to collaborate with partners to develop pilot studies to track success of IEN student participants through learning analytics	ALL	<a href="#">SBOE</a> - Executive Director Higher Ed Representative	Ongoing
4.2.g Establish an advanced program usage metric for system operations	<a href="#">ADM</a>	Director of Admin, IEN Technical Director	2012

**GOAL 4.3 - Timely and Usable Reporting: Stakeholders have timely and accurate reports.**

Strategy 4.3 - Develop, coordinate and disseminate relevant, timely and accurate reporting to staff and stakeholders			
ACTIONS	AGENCY	RESPONSIBLE PERSON	TIMELINE
4.3.a Develop and deliver timely updates of the IEN CSP to stakeholders	ALL	<u>ADM</u> – Director of Admin <u>SBOE</u> –Executive Director <u>SDE</u> –Deputy Supt.	2013 - 2022
4.3.b Develop and deliver a report and presentation for non-governmental and foundation funding partners	<u>ADM</u>	Director of Admin	2012
4.3.c Continue to develop and deliver quarterly reports to IPRAC, with distribution to stakeholder agencies and departments	<u>ADM</u>	Director of Admin	2012 - 2022
4.3.d Continue to develop and deliver a legislative annual report that includes statutory reporting requirements	<u>ADM</u>	Director of Admin	2012 - 2022
4.3.e Develop reports which outline accomplishments and recommendations for improvement of “ <i>Instruct and Achieve</i> ” outcomes based on data collection and analysis	<u>SDE</u>	SDE Deputy Supt., SDE IT Resource Manager	2012 - 2022
4.3.f Review and disseminate SDE compiled dual credit report for early and traditional completers	<u>SDE</u>	SDE Director of Content , SDE IT Resource Manager	2013
4.3.g Provide event and program reporting to support course identification and selection	<u>ADM</u>	IEN Program Specialist and IEN Communication Director	2012-2022
4.3.h Create and disseminate a <i>facilitators</i> training report to stakeholders	<u>ADM</u>	IEN Program Specialist, IEN Communication Director	2012 - 2022

## ***“Envisioning the Future”*** **Long Term Considerations**

Just as the successful deployment of the IEN ***Connect, Instruct and Achieve*** outcomes requires a partnership commitment of stakeholders working in concert, so does the long-term planning process. In addressing the long-term success and viability of the IEN one should take into consideration multiple sources of data to make informed, yet flexible decisions. An important consideration informing long-term planning decisions is technology trending data. One of the seminal sources for trending data is the ***NMC Horizon Report*** (2012). According to the authors, the report “reflects the realities of the time both in higher education and in the world at large.” More importantly, many of the key trends in the report can be applied to K-12 education.

The authors report on six areas which those who are planning should consider:

1. People expect to be able to work, learn, and study whenever and wherever they want;
2. The technologies we use are increasingly cloud-based, and our notions of IT support are decentralized;
3. The world of work is increasingly collaborative, driving changes in the way student projects are structured;
4. The abundance of resources and relationships made easily accessible through the internet is increasingly challenging us to revisit our roles as educators;
5. Education paradigms are shifting to include online learning, hybrid learning and collaborative models, and
6. There is a new emphasis in the classroom on more challenge-based and active learning.

In addition to the six areas of which to consider, the authors also surface some significant additional challenges:

1. Economic pressures and new models of education are bringing unprecedented competition to the traditional models of ...education;
2. Appropriate metrics of evaluation lag the emergence of new scholarly forms of authoring, publishing and researching;
3. Digital media literacy continues its rise in importance as a key skill in every discipline and profession;
4. Institutional barriers present formidable challenges to moving forward in a constructive way with emerging technologies, and
5. New models of scholarship are presenting significant challenges for libraries and university collections, how scholarship is documented and the business model to support these activities.

As technology advances the integration into students' lives in relation to the way they learn, process and apply knowledge must also keep pace. According to Lisa Dawley of Boise State University, using new delivery vehicles "isn't just teaching online, it's increasing learner engagement and performance outcomes using technology." Similarly, IEN stakeholders must consider such advances and where the learner will be in regarding technology when decisions are made which affect the future operation of the IEN.

That said, there is inherent difficulty in operational planning past a three year horizon. Many factors, foreseen and unforeseen, can affect outcomes individual partnering entities planning efforts such as government budgeting process, spending authority, addition of FTE, political landscape, etc. Any one of these inputs could change the direction of an individual partner's effort(s) and therefore, IENs.

The following are the committee's input on where IEN's resources and efforts could focus on in years 4-10

- **4-5 Years**
  - If approved, deploy IEN Phase 3 – School and community library broadband connections and IVC capability
  - If approved, deploy IEN Phase 3 - State agency broadband connections and IVC capability
  - Continue to explore economic development opportunities (partnerships with Dept of Commerce, iGem, Project 60, Better Business Bureau, Chambers of Commerce, etc)
  - PTE – Develop for-credit courses such as GPS, construction safety "one off" courses which may, but don't necessarily lead to a capstone course
  - Program to introduce online teachers to new and 'edgy' technology for use in instruction
  - Explore game-based and virtual world content
  - Develop access agreements once libraries are connected
  - Explore after school programming with ICfL
  - Consider adding to the research agenda teacher the impact of technology on teacher-librarians
  - Consider developing and delivering IEN training for library boards to promote IEN adoption and use
  - Consider teacher-librarians as facilitators and explore training opportunities
- **6-7 Years**
  - Explore concept of "every high school is a community college"
  - Explore expansion of college and degree technical certificate programs over the IEN similar to UEN



- Explore IB program over IEN
- Explore fee for service, private school, college and university access
- Explore broadcasting of state championship high school sporting events to local communities to promote IEN (IHSAA)

- **8-10 Years**

- Explore a Western States or inter-state consortium of providers
- Promote a competency or mastery-based system instead of the current Carnegie unit system
- Promote alignment of bell schedules statewide and/or by time zone
- Seek out resources for “think-tanks”

## Idaho Virtual Learning Dashboard

The dashboard below is an adaptation of the balanced scorecard framework used extensively in business and industry, government, and nonprofit organizations worldwide to align strategy to performance measurement. The dashboard below includes indicators that are customer, capacity and financially focused. Two types of indicators have been specified: **lagging indicators**, outcomes that are summative in nature and typically occur upon completion of a school year and **leading indicators**, more frequently occurring indicators that can be used as process correlates to the lagging indicators. Specific indicators were selected that represent multiple missions and goals of state agencies involved. These indicators include vital contributing factors that users, providers, funders and policy makers need to influence and evaluate the multiple components of performance. Given this shared responsibility, multiple agencies have a responsibility for the lagging indicators. That is specified in the table below. The management, monitoring and reporting of this dashboard requires collaboration and coordination across specified agencies.

		KEY PERFORMANCE INDICATOR	LEAD AGENCY
Customers	Lagging	<b>The following general outcomes should be disaggregated by use of virtual learning to determine any patterns correlations:</b>	LEA, SDE, SBOE
		1. Increased Graduation Rates (High School, Post-Secondary)	LEA, SDE, SBOE
		2. Improvements in Student Achievement on state, national tests	LEA, SDE, SBOE
		3. Increased number of students and improved performance in AP classes, dual credit classes	LEA, SDE, SBOE
		4. Improvements in college, career preparation on SAT and other entrance exams,	LEA, SDE, SBOE
		5. Increased number of students entering college and/or career	SBOE, DOL
	Leading	6. Improvement in college, post-secondary training completion pattern	SBOE
		7. Decreased number of students requiring remedial courses at college level	SBOE
		8. Increased use of broad band and video tools by stakeholder group	IEN
		9. Increased number of schools originating and receiving content via IEN	IEN
		10. Increased number of users impacted (schools, students, community)	IEN
		11. Increased satisfaction students, users, providers done consistently	IEN
		12. Increased perceptions of the quality of virtual learning experiences	IEN Providers

		KEY PERFORMANCE INDICATOR	LEAD AGENCY
		13. Increased uses for meetings, extra-curricular student activities, etc.	IEN
Statewide Capacity	Courses	14. Increased number of courses (using broadband and video) aggregate & disaggregate categories	IEN
		15. Increased number of dual credit and AP courses offered by school district	LEA, IEN
		16. Patterns of demand for specific courses, both credit and non-credit, enrollment patterns	IEN
		17. Number of providers, by content area	IEN
	Technology	18. Extent of Bandwidth use	IEN
		19. Scope and quality of connectivity	IEN
		20. Increased use of web site, portals	IEN
		21. Support, service requests, responses	IEN
	People Development	22. Professional development offered, numbers of participants, assessment feedback on PD experience	IEN
	Financial	23. Cost of bandwidth 24. Efficiencies through contract negotiations 25. E-Rate reimbursement	IEN



## Glossary of Acronyms and Terms

**Achieve** – The third and last of the three outcomes in the IEN deployment

**ADM** – Department of Administration

**Advanced Placement** – A college level course taught in the high school context using a standardized course syllabus aligned with the College Board Advanced Placement test for that course

**Asynchronous** – Occurring at different times, characterized by time independence. The sender and receiver of content do not communicate at the same time.

**CACG** – College Access Challenge Grant

**Connect** – The first of three outcomes of the IEN deployment

**Content** – Something that is contained. ie: the contents of the course or curriculum

**Curriculum** – The aggregate of courses of study

**Course** – A prescribed number of lessons, lectures, etc, in an educational curriculum

**Distance Learning** – A learning modality that utilizes video and audio technologies to allow remote access and interactive participation in a class

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

**Dual Credit for Early Completers** – Students completing all state high school graduation requirements at any time prior to the beginning of their final twelfth grade semester or trimester term, except the senior project, by no later than the start of the twelfth grade and any other course that the state board of education requires to be completed during the final year of high school, beginning with the 2011-2012 school year are eligible for State paid dual credit up to \$75 per credit

**High-Speed Broadband** – Internet access speed above 1.5 Mbps

50 – IEN Comprehensive Strategic Plan (DRAFT 03/21/2012)





**Highly Qualified Teacher** - A teacher that meets Idaho State requirements for the definition of highly qualified. To be compliant Idaho teachers must be certified in their content area. To be compliant with NCLB, all Idaho teachers of core academic subjects, including special education teachers, must additionally demonstrate subject matter competence in each core academic subjects taught

**ICfL** – Idaho Commission for Libraries

**IEN** – Idaho Education Network. A coordinated, statewide telecommunications distribution system for distance learning

**IPRAC** - IEN Program Resource Advisory Council

**IPTV** – Idaho Public Television (IdahoPTV)

**IRSA** – Instruction Research and Student Affairs Committee. A committee of the State Board of Education

**ISAT** – Idaho Standards Achievement Test

**ITAC** – IEN Technical Advisory Council

**Instruct** – The second of three outcomes of the IEN deployment “to provide instruction”, and is not synonymous with controlling or dictating the pedagogical craft or methodology of classroom instruction

**ISÉE** – Idaho System for Educational Excellence. The State Department of Education’s data collection and repository system

**LMS** – Learning Management System

**LAN** - Local Area Network. A short distance data communications network used to connect computers and peripheral devices within the same building.

**Learning Analytics** – the measurement, collection, analysis and reporting of data about learners and their contexts, for purposes of understanding and optimizing learning and the environments in which it occurs

**Longitudinal Data System** – A data system that can track student information over multiple years with multiple data points

**MCD** – Mobile Computing Device

51 – IEN Comprehensive Strategic Plan (DRAFT 03/21/2012)



**MAPP** – Mastery Advancement Pilot Program

**OSBE** – Office of the State Board of Education

**Partner** - an entity who shares or is associated with IEN in some action or endeavor

**P-20W SLDS** –The State Board of Education’s P-20 to workforce data collection system

**PTE** – Division of Professional-Technical Education

**SAT** – Scholastic Assessment Test

**SBOE** – State Board of Education

**SCF** – Student Come First Education Reform Initiative

**SDE** – State Department of Education

**Stakeholder** – an entity that has an interest in the IEN

**STEM** – Science, Technology, Engineering and Math

**Synchronous** – Occurring simultaneously

**IVC** – Interactive Video Teleconference

**WAN** - Wide Area Network. A WAN is a voice, data and/or video network that provides connections from within a building to locations outside that building

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## Appendices

Item Description	Pg.
Appendix A – Pro-forma Budget.....	56
Appendix B – St. Maries Case Study .....	57
Appendix C – Review of Research-Based Strategies.....	69

## Appendix A IEN Pro-forma Budget

	2012	2013	2014	2015
<b>Spending Authority</b>	<b>3,000,000</b>	<b>3,300,000</b>	<b>3,204,074</b>	<b>3,005,293</b>
Personnel Funds	354,484	399,200	453,209	469,699
Operational Funds	2,411,387	2,595,518	2,550,508	2,435,594
Capital Funds	100,200	100,000	100,000	100,000
<b>Total Expenditures</b>	<b>2,866,071</b>	<b>3,094,718</b>	<b>3,103,717</b>	<b>3,005,293</b>
Restricted Funds*	5,541,657	6,263,674	6,202,508	6,039,285
<b>Projected FTE Need</b>				
<b>Projected FTE Needs SDE</b>	<b>4.5</b>	<b>4.5</b>	<b>4.5</b>	<b>4.5</b>
<b>Projected FTE Needs SBOE</b>	<b>.48</b>	<b>.48</b>	<b>2.0</b>	<b>2.0</b>
<b>Projected FTE Needs ADM</b>	<b>4.0</b>	<b>5.0</b>	<b>6.0</b>	<b>6.0</b>
<b>Total Projected FTE Need</b>	<b>8.48</b>	<b>9.48</b>	<b>12.5</b>	<b>12.5</b>
<b>Original FTE Estimates 8-12 FTE</b>				

\*Currently forecast restricted funding includes: e-rate discount on bandwidth purchased and remaining Title IID grant funds

## Appendix B CLIENT CASE STUDY

### *St. Maries School District #41 and Community*

The St. Maries Joint School District is nestled within one of Idaho's beautiful rural communities. The population of St. Maries is approximately 2,800. It is the county seat of Benewah County. The timber industry fuels the local economy, with mining, farming and recreation contributing to its vitality.<sup>1</sup> Recent changes in the housing market and the economy in general have had a negative impact on the timber industry.

St. Maries School District covers 2,350 square miles of rural and somewhat isolated North Idaho. The District serves the communities of St. Maries, Fernwood, Santa, Emida, and outlying areas in Benewah County, in northern Idaho, about 2.5 hours from the Canadian border. The District's Transportation Department travels over 250,000 miles per school year.

The school district enrolls 1,000 students across an elementary, middle and high school with one additional school serving students in outlying areas twenty-four miles outside of St. Maries. The free and reduced lunch rate for the district is fifty-eight percent with ninety-four percent of the students Caucasian. The district has been in declining enrollment over the past ten years. Like many rural districts, declining enrollments and state budget reductions to education have created challenges for this district.

Ninety-six percent of their students graduate. Seventy-two percent of their graduates enroll in higher education after graduation, with an additional seven percent going on to the military. Approximately ninety-five percent of their students met their ISAT reading goal and approximately eighty-eight percent met the ISAT math goal. The district is "committed to Quality Education" and wants to expand the use of distant learning experiences to its students, to its community and local workforce.



## **LEADING THE NEXT ERA OF LEARNING: AN ESSENTIAL INGREDIENT**

Leaders and educators in this school district want their students to have every possible educational opportunity beyond the borders of their community. The first IVC class at St. Maries High School was a point to point calculus class with Clarkfork High School during the 1998-1999 school year. With this prior experience, they embraced the opportunity to connect with multiple points, across the state, across the country using the most modern equipment. During the 2010-2011 school year, they had thirty-two students in an Ethics class, twenty-eight students in Sociology and twenty-two in Speech. This year, twenty-three students enrolled in Philosophy and nineteen students enrolled in Psychology. There are currently twenty-five students and one community member in evening Speech class. It is open to students first, with available seats opened to community members. Now they are equipped to be a sending site with hopes to offer courses in health occupations next school year.

Leadership has always required vision, conviction and courage. With new opportunities for Idaho students and their communities, organizations will need to be leaderful – full of people at every level of the organizations willing to lead –with courage and conviction to learn and teach. This is visible in St. Maries School District.

The newly appointed superintendent to the St. Maries School District Joe Kren, as a change sponsor, is setting the direction and creating the conditions in the district to develop and expand learning opportunities for students and for the community. He envisions a district where students can graduate with college credits that enable them to have all their entrance courses completed. Students who have chosen a career track would graduate prepared to enter or continue preparation. Local industry, businesses and patrons would come to their schools to continue their learning in the evening and weekends. He sees St. Maries School District as a community hub for learning from cradle through career.

At St. Maries High School, John Cordell, the principal makes it happen. He understands the needs of students and empowers key educators to implement distance programs. One such empowered educator, Merri Jo Gilmore coordinates distance programs, dual credit programs and health occupations. The shared vision of these three leaders working together to unleash the talents and creativity of teachers are a foundation for local innovations in learning opportunities.





## CONNECT AT THE LOCAL LEVEL: DETERMINING LOCAL NEEDS AND SUPPLIERS

St. Maries is a prototypical rural district that has much to gain through IEN services. Many other districts are at a similar stage of implementation. Now that the highway is in place, traffic will increase. Superintendent Joe Kren agreed to the opportunity to illustrate the St. Maries' journey as he expands IEN services to access a variety of curriculum and content opportunities. With complete clarity of direction, he wanted two things: one, expand IEN classes to the community, local business and industry and two, expand available classes to students towards preparation for college and career.

**What processes are currently in place to engage schools and communities in identifying needs and matching their needs to the desired content and courses for learners, both credit and non-credit?**

Currently, in an effort to expedite this process IEN approaches each opportunity by conducting a needs assessment and matching learners with likely education suppliers. Currently 38 school districts are generating content that goes to another high school.

Scenario A	Scenario B
<p><i>School is in a remote, rural location and is unable to offer the same selection of classes available in larger urban districts.</i></p> <p><b>Step One:</b> Qualify class subjects needed  <b>Step Two:</b> Quantify students interested in receiving class  <b>Step Three:</b> Identify potential providers based on a variety of criteria</p> <ul style="list-style-type: none"> <li>Determine specific high school programs- Elective, Gen Ed Core, PTE, College level, Dual Credit, AP</li> <li>Evaluate and match schedule or calendar with like candidates across state</li> </ul> <p><b>Step Four:</b> Provide content catalog to principal, counselor  <b>Step Five:</b> Contact potential supplier matches and coordinate a connection  <b>Step Six:</b> Repeat</p>	<p><i>School demonstrates interest in community training or education opportunities outside of school hours.</i></p> <p><b>Step One:</b> Provide high level overview to a broad and diverse set of community stakeholders. Allow for all potential interests to learn about similar examples from other communities across IEN from other areas and states  <b>Step Two:</b> Collect potential contacts and requests  <b>Step Three:</b> Share interests with potential suppliers  <b>Step Four:</b> Coordinate presentation to targeted recipients from likely supplier  <b>Step Five:</b> Repeat</p>



***What processes exist for engaging schools and communities from a supplier approach to use the IEN for courses and curriculum?***

In many cases an agency or supplier can create the process or communication path to expand area class offerings by marketing directly to targeted clients. In those cases, the IEN can act as a facilitator or coordinator with schools where demand is identified.

<b>Supplier A</b>	<b>Supplier B</b>
<p><i>Content supplier solicits requests for training to universe of targeted clients.</i></p> <p><b>Step One:</b> Content supplier markets options to universe of clients and gauges interest  <b>Step Two:</b> Content supplier quantifies and qualifies feedback from clients and presents to IEN  <b>Step Three:</b> IEN and supplier contacts area school to coordinate class offering  <b>Step Four:</b> School and client establish facilities agreement or MOU for after-hours classes  <b>Step Five:</b> Client uses IEN equipment to gain needed training or classes  <b>Step Six:</b> Repeat</p>	<p><i>Provider needs to deliver optional or required training to stakeholders across state by using the IEN.</i></p> <p><b>Step One:</b> Agency coordinates with IEN to identify open locations to deliver training across IEN  <b>Step Two:</b> Agency markets options to universe of clients and gauges interest  <b>Step Three:</b> Agency quantifies and qualifies feedback from clients and presents to IEN, agency staff train on use of IEN  <b>Step Four:</b> IEN and supplier contacts area school to coordinate class offering  <b>Step Five:</b> School and client establish facilities agreement or MOU for after-hours classes  <b>Step Six:</b> Client uses IEN equipment to gain needed training or classes  <b>Step Seven:</b> Repeat</p>

## STRATEGIC IMPERATIVE ONE: PROVIDE QUALITY STUDENT LEARNING EXPERIENCES

*“We have expanded the walls of schools so that students are not held captive in schools by limited options.”*  
*Interview Participant*

The IEN, realizing that its work has just begun on the **Instruct** and **Achieve** outcomes, sponsored the collection of perception data to provide insight into current needs. Comments covered a wide range of topics related to providing quality virtual learning experience are documented below.

- Across stakeholder groups, people remarked about students having **access** to courses that they would otherwise never be able to take.
- There is a pattern of remarks from the people interviewed that suggest an increased number of students graduating with more **dual credits** than ever before.
- **Choice** of courses was often mentioned as a benefit by many, citing the expectation that there will be even more as this reaches a tipping point.
- Students can receive a **breadth of video experiences** – in the state, nation and around the world- that puts them in places they never would have been able to see which makes learning come alive, meaningful and relevant.
- Opportunity to give back to **communities** by meeting the needs of the adult learner, local workforce needs and to fuel the local economic engine.
- Students **develop the confidence** that they can accomplish college level work and believe in themselves. Attending college becomes doable.
- Teachers report that students like the distance classes and the use of the available equipment. It makes learning more **interactive**. Students are excited and motivated.

## Emergent Opportunities to Address

Tech savvy students with opportunities can access a variety of open-source content now from the internet, with or without schools. Providers, teachers must design content that reflects current knowledge, alignment to mandate or professionally accepted content standards across a variety of courses. Providers are expanding and offer a variety of menus. More opportunities, more technologies, more progress, as exciting as this is for learning, also bring different sets of issues and obstacles to consider. Several issues and obstacles emerged related to student learning experiences, content and expansion of services.

- Who has oversight of the quality of **content and instruction**? The scope of responses included the teacher, the principal, the college/university or provider, the State Department of Education. Accreditation processes were mentioned for both K-12 and higher education. Some comments reflected strong opinion that IEN should have no role in content.
- How do students gain **access** in school districts that are not using IEN courses? Local resistances, fractional ADA, lack of incentives, myths, fear of loss of teaching positions were some of the frequently mentioned reasons. How will these **barriers** be addressed?
- How do schools **decide and offer** specific courses to offer through IEN? Is there a process that could support a systematic approach to expanding courses for students?
- What processes, protocols or support systems currently exist or might be created to support the **collaborative design** of high quality curriculum and instruction?
- How might a community of practice be fostered to **feed, recognize and support teachers** who are early adopters of distance learners?
- How do students, parents, schools become **smart consumers**? How might stakeholders support that?
- How do local districts develop learning **opportunities for their communities** with limited human resources or prior experiences? What type of supports might be made available to them?

## STRATEGIC IMPERATIVE TWO: WORK COLLABORATIVELY ACROSS PARTNERS

*“All I care about is the service I get for my kids; I don’t really care about the responsibilities of different structures. I just need to know who to call when I need something for my kids.”*  
*Interview Participant*

Collaboration across stakeholders is an essential ingredient if Idaho is to realize the mutual purpose- ***deliver high quality virtual learning to Idaho students and communities***. Each partner is essential but not sufficient alone to bring this vision to fruition in a robust manner. Partners who serve multiple missions and functions must collaborate across the white space that separate them to integrate, align, coordinate and provide seamless responses to the end users-teachers and students. Because of the numbers of departments and governmental structures that need to collaborate in a coordinated manner, there needs to be clear authority to make that happen. Recurring areas surfaced during the interviews is cited below.

- The focus should be on the end user – how do each of the partners contribute to the quality of the product, service in a coherent approach?
- All partners need to be focused on removing the barriers for the users.
- This does add more responsibility for the teacher. How can we support teachers as they willingly take on these responsibilities to better service their students and students outside their boundaries?
- There needs to be a shared understanding of the Legislature, State Board and Governor’s office, universities of the issues.
- There is a need to identify and solve the policy issues that virtual learning illuminates.
- The highway requires the cooperation of providers and users, supported by policy makers and governing sponsors. Several comments cited resistance from some colleges, universities as well as K-12.
- School districts are currently juggling many demands and new initiatives.
- There needs to be transparency across providers for effective communication
- There is a need to identify and solve the financial issues associated with fractional ADA, state support and dependency on grant funds.

## STRATEGIC IMPERATIVE THREE: PROVIDE QUALITY SYSTEMS OPERATIONS THAT BUILD CAPACITY OF THE STATE AND PEOPLE

*"The past three years of my seventeen years of teaching have been the most exciting, rejuvenating for me."  
Interview Participant*

The IEN has been charged with the creation, maintenance, and on-going viability of a system that can transform education in Idaho. Now that Phase I of the highway is built, it is important to identify areas requiring sustained effort, additional development or new inventions. For purposes of this analysis, the term *system operations* is used to include both technology related functions as well as other key capabilities of an infrastructure that can deliver reliably, capably and consistently. Key areas that emerged from perceptions collected included four main areas:

- Dependable, state of the art **technical equipment and connectivity**
- Processes to **communicate, market** available services
- Support structures for **implementation**
- **Professional development** for teachers, providers and leaders to build people capabilities to use technology optimally.

- Besides having high quality student learning experiences, the most important success factor cited frequently was having dependable, state of the art **technical equipment and connectivity**.
- Continue to offer high, consistent quality in both synchronous and asynchronous delivery.
- Assure connectivity.
- Expand and maintain bandwidth to Idaho learners of all ages.
- Maintain the infrastructure of the virtual learning highway as an important and critical link to the well-being of Idaho.
- Provide state support to this critical infrastructure.



An area of need that consistently emerged centered on communication and marketing efforts to inform and educate in order to optimize the learning opportunities. Comments expressed suggested that efforts should be stepped up to educate students and parents as well as educators of the opportunities that exist.

- Comments suggested a need to organize an information campaign, geared to inform, dispel myths and to excite.
- Several comments cited perceived barriers at local district and schools regarding use of IEN. Reach out to school boards, counselors, IT directors and principals. Local sponsorship and leadership for these courses is a prerequisite. There was a suggestion to investigate reasons for non-use.

Along with an information campaign, it was also noted that with anticipated growth, there might need to be additional support structures for implementation. Current users might be asked to identify how IEN, providers and users might support successful implementation. Suggestions that emerged included:

- Need a directory of classes for students and parents.
- Include IEN classes in high school registration information.
- Get feedback from providers, proctors regarding what works and what does not work.
- Assess demands.



An additional area of capacity building is professional development for administrators, teachers, providers, school boards and parents. Specific suggestions were cited:

- Use training venues to dispel myths
- Develop vehicle to share best practices for instruction
- Use teachers who are using it as experts and a resource-learn from the best
- Develop a teacher support system for continuous improvement
- Require teacher preparation programs to include virtual learning preparation



## **STRATEGIC IMPERATIVE FOUR: DEMONSTRATE ACCOUNTABILITY TO STAKEHOLDERS, FUNDERS, POLICY MAKERS**

Accountability must be viewed as multifaceted with each stakeholder being answerable for their own performance. There was agreement across respondents that all stakeholders involved need to be answerable to one another, to funders and to patrons. Two areas emerged:

- Clarify key performance indicators that should be measured, monitored and reported.
- Clarify the state agency or department that is responsible to monitor and report on specific performance indicators.

A number of possible Key Performance Indicators were suggested. The suggestions have been organized in the chart on the following page. Consideration might be given to reporting on multiple customer indicators:

- Lagging indicators, or those ultimate outcomes that are long term and in education often a cumulative result of multiple factors.
- Leading indicators might be those correlates that are more near term and contribute to in ultimate outcomes.
- Process indicators that illustrate critical activities and infrastructures of support.

The IEN Strategic Plan will include a dashboard of performance indicators that fall within their mission. Lagging indicators, related to student achievement and college preparation, are of universal interest to multiple stakeholders, communities and funders. It will require coordinating a coherent approach to monitor and report them, with correlation analyses conducted to study the influence of educational technologies.

A few suggestions were made for reporting:

- Orient reporting to the audience's need.
- Prepare user friendly reports.
- Have examples of real live use. Legislators like to hear examples of successes.
- Report on mission specific areas.

*"Never before have I heard such buzz as I did when our Human Anatomy & Physiology class connected with Ray Vollmer at Saint Louis University to participate in a cadaver lab. The kids thought it was a fantastic experience and highly recommended that we schedule several sessions next school year. I agree! The presentation provided a window to the vast possibilities IEN can provide."*

Merri Jo Gilmore  
St. Maries High School Distant Education Site Coordinator

## Appendix C

### Research Based Strategies

As the focus of the IEN deployment shifts from Connect to the Instruct and Achieve outcomes the type of content offered over the IEN as well as the methodology and modality utilized should be informed by current, relevant research on student achievement and college readiness. With Connect well underway and the State Department and State Board working implementing the tenants of the Students Come First Initiative, Idaho in many respects leads the nation in implementing education reform, and thus the state is plowing new and fertile ground. As a result over the next ten years there will be an emerging body of information around the impact on college readiness, retention and attainment based on the State Board's policies and the State Department's implementation of reform efforts. Below are a few studies that may be used to inform Instruct and Achieve deployment decisions.

Research	Learnings
U.S. Department of Labor (1991) What Work Requires of Schools, A SCANS Report for America 2000	<ul style="list-style-type: none"> <li>• <u>Content Knowledge</u> - Content knowledge matters- a rigorous college prep curriculum</li> <li>• <u>Meta Cognitive Skills</u> - Are critical in post-secondary and underemphasized in K-12</li> <li>• <u>College Readiness, Retention and Completion</u> - College, career and life skills are more similar than different and develop cumulatively over K-12 experience. But the lack of uniformity across higher education institutions creates obstacles to policies impacting preparation, readiness, retention and successful completion.</li> <li>• <u>Common Core</u> - The common core curriculum includes college and career readiness skills based on David Conley's research (Knowledge and Skills for Student Success)</li> <li>• <u>College Success</u>- Self-regulating behaviors, self-esteem, internal locus of control, student's ability to navigate the college culture, have been identified as correlates to post-secondary success</li> </ul>
Bill and Melinda Gates Foundation (2006) All Students College Ready, Findings from the Foundation's Education Work 200-2006	
Conley, D.(2007) Toward a more Comprehensive Conception of College Readiness, EPIC	
Conley, D. (2007) Redefining College Readiness, EPIC	
Ward, T. (The Knowledge and Skills for University Success Standards	



As the Idaho Education Network completed the first phase of its work, that of **Connect**, Idaho's Governor Otter had this to say,

*"Truly one of the bright spots of the past couple of years for me has been watching the impact of the IEN's expansion into every corner of our state. I've watched and listened to classes delivered over broadband Internet connections. I've talked with the teachers and high school students who already have earned 1,300 college credits by using the IEN... And just as importantly, I've seen how the IEN is becoming a true community and economic development resource."*

## Idaho Education Network

650 W. State Street  
Boise, Idaho 83720-0304  
208-332-1824  
[www.IEN.Idaho.gov](http://www.IEN.Idaho.gov)

**IDAHO STATE UNIVERSITY**

**SUBJECT**

Approval of Full Proposal and Professional Fee for the Proposed Master of Science in Athletic Training

**APPLICABLE STATUTE, RULE, OR POLICY**

Idaho State Board of Education Governing Policies & Procedures, Section III.G.4 and 5. and Section V.R.3.b.v

**BACKGROUND/DISCUSSION**

Idaho State University (ISU) proposes a new entry-level Masters (ELM) of Athletic Training Program (MSAT) and also requests approval to assess a professional fee consistent with Board Policy V.R.3.b. The proposed program will be offered through the Department of Sports Science and Physical Education in the College of Education. This degree will target a demonstrated need in Eastern Idaho and in the state for qualified athletic health care personnel in the secondary school setting as well as in “outreach” positions to cater to the growing health care needs of the Intermountain West’s physically active population.

The program is uniquely aimed at preparing graduate-level students for entry-level work in the expanding athletic health care industry with a primary focus on (but not limited to) fulfilling the need for athletic trainers who are uniquely skilled and educated in concussion management and who wish to fulfill the need for athletic trainers in the secondary school setting. As athletic health care becomes more and more important (especially in youth and adolescent sport programs and in schools), there is little doubt that the profession of athletic training is expanding at a rapid rate. The United States Bureau of Labor projected a 37% increase in athletic training jobs from 2008 to 2018.

ISU’s program curricula will also stress the creation of effective strength training and conditioning programs. Successful completion of the program will result in students being awarded a Master of Science in Athletic Training (MSAT) degree and eligibility to sit for the Board of Certification examination as an Athletic Trainer (ATC) and credentialing as Certified Strength and Conditioning Specialists (CSCS).

The MSAT program at ISU has been outlined in the College of Education’s Strategic Plan and aligns with Idaho State University’s designated health care and education missions, as well as to the ongoing efforts of educational outreach and research on sports-related concussion currently being conducted by faculty in ISU’s Department of Sports Science and Physical Education and with other research on traumatic brain injury being conducted throughout the University.

ISU’s Center for Sports Concussion (CSC) offers educational outreach and expertise to area school and athletic administrators, coaches and parents in the

identification and management of sports-related concussion. Working in conjunction with several area emergency and family practice physicians, the CSC also provides baseline and post-injury neurocognitive testing to regional athletes. Data acquired is not only used diagnostically but also for original research (one current study purports to investigate the sleep patterns of mildly and moderately concussed adolescent athletes). Additional practical experience in mild traumatic head injury rehabilitation will be available through the ISU Veterans' Sanctuary (in conjunction with the CSC). ISU's role in athlete health care and safety, along with ISU's established undergraduate curricula in Exercise Science and in various related health professions including physical therapy and the physician assistant program, make ISU an ideal location to house a graduate-level athletic training program.

While the University of Idaho (UI) is starting an athletic training program in 2012, there are important and distinct differences between the program at UI and ISU's proposed program. Among them are the delivery method, the target audience, the curriculum emphasis, the clinical placement model, and the fee structure. In addition, UI's program concentration is on "lower extremity biomechanics and translating research to practice," whereas ISU's program concentration is on traumatic brain injury and concussion in sport and on the design of safe and effective strength and conditioning programs.

Because the profession of athletic training is evolving at such a rapid rate and the demand is high, both programs will succeed given the geographic separation, the differences in curricula and in target populations, the demand demonstrated within those populations and the shortage of similar ELM programs throughout the Intermountain West region.

Nearly all 5A schools in Idaho employ athletic trainers; they are quite rare in the 1A-3A athletic classifications (account for more than 65% of Idaho's high schools). At schools where no athletic trainers are present, coaches inherit the primary responsibility of sport injury care and management. A 2005 study conducted by ISU's Assistant Professor of Sport Science and PE's Dr. Caroline Faure confirmed this and also concluded that in Idaho high schools, coaches lacked the proper skills, training and resources to be able to properly identify and manage concussion incidence in their sport programs. Further, Idaho's schools did not adequately provide professional development opportunities for coaches in this area.

The ISU study along with the potential for catastrophic outcome when the injury is mismanaged led to the passage of Idaho's Youth Concussion Law ("Kort's Law") in 2009. With ISU's guidance, Idaho became the fourth state in the USA to pass concussion legislation. The law prompts schools to provide all sport coaches with adequate training and resources.

**INSTRUCTION, RESEARCH, AND STUDENT AFFAIRS**  
**APRIL 19, 2012**

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Idaho's recent licensure law (§59-3904, Idaho Code) for athletic trainers adds to the problem schools are facing. A 2009 review of the Idaho High School Activities Association membership directory revealed 150 member schools. Of those, 47 listed athletic trainers. Of those 47, 19 were found to be unlicensed (through a check with the Idaho Board of Medicine's athletic trainer registry). Remarkably, 13 of those 19 unlicensed athletic trainers were working at schools on the Eastern side of the state (north and east of Twin Falls).

Prior to 2005, an internship route existed for those wanting to become athletic trainers but who did not attend colleges or universities with accredited athletic training education programs. This route ceased to exist in 2005 as the belts were tightened in an effort to ensure the educational experience and qualification level of the athletic training applicants. Since that time, all people interested in working in the field of athletic training must graduate from a CAATE-accredited college or university athletic training education program before they will be allowed to sit for their national certification examination. Once national certification is complete, the athletic trainer is eligible for state licensure and may then practice.

The University of Idaho gained Board approval in the spring of 2011 to transition its bachelors-level athletic training education program to an entry-level master's program. This is the only other entry-level graduate program in athletic training in the State of Idaho. In 2010, the University of Idaho received approval to start a Doctor of Athletic Training (DAT) program (to begin in Summer 2011) and in the spring of 2011. This program only seeks to attract those candidates who already have their athletic trainer certification. MSAT graduates at ISU would be potential candidates for UI's DAT program.

ISU's program will complement, not compete with the University of Idaho's program. Because ISU and UI are 576 miles apart, they draw from vastly different population bases. The UI has three other entry-level athletic training programs within 100 miles of Moscow: Washington State University (10 miles), Eastern Washington University (72 miles), and Whitworth University (81 miles). While all of those programs are undergraduate programs, the culmination of a degree ends in the same BOC-eligibility. These competitive programs do more to draw potential students from UI than ISU would. ISU does not have any competitive programs within a 100-mile radius. The closest entry-level athletic training program to ISU is Weber State University (130 miles).

In its MSAT proposal, the UI pledged to "work with our sister institutions in the state to address these issues and, through our collective efforts, produce students that can understand these issues and develop positive solutions." ISU is confident that the two programs can work collaboratively to address the state's needs and that there is enough demonstrated demand, particularly in Eastern Idaho, for both programs to succeed at a high level.

## **IMPACT**

The Master of Science in Athletic Training Program will be fully funded by graduate student tuition and fees, and professional fees by year two (see Appendix E for detailed fiscal impact) in accordance with Idaho State Board of Education policy V.R.3.b.v.

The costs associated with this proposed program are outlined in the budget (Appendix E) and mainly represent the hiring of an ATEP Program Director and Clinical Instruction Coordinator. The necessary classroom space, clinical partnerships, equipment, supplies, and other resources to house the program are already in place.

## **ATTACHMENTS**

Attachment 1 – Full Proposal for proposed program

Page 7

Attachment 2 – Justification for Professional Fees

Page 77

## **STAFF COMMENTS AND RECOMMENDATIONS**

Idaho State University's proposed Master of Science in Athletic Training would meet a specific demonstrated need in Eastern Idaho for athletic trainers at the secondary school level as well as for other athletic health care personnel. At the conclusion of the program, successful graduates will be eligible to sit for the national certification exam and will be eligible for employment in the field of Athletic Training.

Currently, the University of Idaho has a Master of Science in Athletic Training and a Doctorate in Athletic Training which was approved by the Board in February and April 2011 respectively. Boise State University has entry-level undergraduate programs in Athletic Training offering a Bachelor of Science.

The proposed program is a cohort model that has a maximum enrollment of 12 full-time students in each cohort with a maximum of 24 at any given time. ISU seeks to enroll 10 students in the first year of the program while seeking accreditation with the intent to accept a full cohort by the second year and a maximum by the third year.

ISU's request to offer a new Master of Science in Athletic Training as proposed is consistent with their Regional Mission Responsibility and with their current Eight-Year Plan for Delivery of Academic Programs in the Southeast Region.

Idaho State University also requests approval to assess a professional fee consistent with Board Policy V.R.3.b. To designate a professional fee for a Board approved program, the program must meet the credentialing requirement, accreditation requirement, and demonstrate extraordinary program costs as set forth in policy. Based on the justification for professional fees provided in Attachment 2, staff finds that the credentialing requirement for designating a professional fee has been met for this program. The proposed program,



**INSTRUCTION, RESEARCH, AND STUDENT AFFAIRS**  
**APRIL 19, 2012**

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however, does not fully meet the accreditation requirement. In order for graduates of an Athletic Training program to be eligible to sit for the national certification exam, the program must be accredited by the Commission on Accreditation of Athletic Training Education (CAATE). Current CAATE standards, however, requires that the program be in place for one year prior to seeking accreditation. Due to this specific requirement, the MSAT program will not be seeking accreditation until during the second year of the program.

Additionally, Staff finds that the program meets the credentialing and accreditation requirements of the Board's professional fee policy. The question for the Board is whether ISU has demonstrated extraordinary program costs. Do prior year reductions in appropriated funding in support of the program constitute "extraordinary" costs to the program? Is this program an institutional priority? If so, is there an expectation that the institution should provide appropriated funding sufficient to the support program? This is a fundamental policy decision for the Board.

The Council on Academic Affairs and Programs (CAAP) reviewed the proposals for the Athletic Training program and recommended approval at their March 1, 2012 meeting. At the CAAP April 5, 2012 meeting, Idaho State University determined to provide additional information on the regional demand and need for the Athletic Training program. CAAP reaffirmed their support for the proposed program.

Board staff recommends approval of the proposed program; however, the approval of the professional fee is a policy determination the Board needs to make.

**BOARD ACTION**

I move to approve the request by Idaho State University to offer a new Master of Science in Athletic Training.

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

I move to approve the request by Idaho State University to designate a professional fee for the Master of Science Athletic Training program in conformance with the program budget submitted to the Board in Attachment 1.

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

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# IDAHO STATE BOARD OF EDUCATION

## ACADEMIC/PROFESSIONAL-TECHNICAL EDUCATION

### FULL PROPOSAL

Submitted by:

Idaho State University

Institution Submitting Proposal

College of Education

Sport Science &amp; Physical Education

Name of College, School, or Division

Name of Department(s) or Area(s)

A New, Expanded, or Off-Campus Instructional Program Leading to:

Master of Science in Athletic Training (MSAT)

Degree/Certificate &amp; 2010 CIP

Program Change, Off-Campus Component

Summer 2013

Proposed Starting Date

This proposal has been reviewed and approved by:

College Dean (Institution)

Date

Chief Fiscal Officer (Institution)

Date

Chief Academic Officer (Institution)

Date

President

Date

VP Research and/or Graduate Dean

Date

Chief Academic Officer (OSBE)

Date

SBOE/OSBE Approval

Date

**Before completing this form, refer to "Board Policy Section III.G. Program Approval and Discontinuance.**

1. Describe the nature of the request.

Addressing overwhelming demand from current students and our Eastern Idaho community, the Department of Sport Science & Physical Education (SSPE) plans to offer this new entry-level Masters (ELM) of Athletic Training Program (MSAT). Our program is unique in that it is aimed at preparing graduate level students for entry-level work in the athletic health care industry with a primary focus on (but not limited to) fulfilling the need for athletic trainers who are uniquely skilled and educated in concussion management and who are willing to fulfill the need for athletic trainers in the secondary school setting. Our program curricula will also stress the creation of effective strength training and conditioning programs. Successful completion of the program will result in students being awarded a Master of Science in Athletic Training (MSAT) degree and eligibility to sit for the Board of Certification examination as an Athletic Trainer (ATC) and credentialing as Certified Strength and Conditioning Specialists (CSCS). The MSAT program at ISU has been outlined in the College of Education's Strategic Plan and for the past eight years, considerable collaboration, research and review has gone in to the planning and preparation of this program. This degree will target a demonstrated need in Eastern Idaho for qualified athletic health care personnel in the secondary school setting as well as in "outreach" positions to cater to the health care needs of the physically active population in our area. ISU's program will also provide the unique opportunity for candidates to earn a credential as a Certified Strength and Conditioning Specialist (CSCS). While this is not a requirement for graduation from the program, it will be provided as an option for students to receive additional professional certification at the culmination of their program. This MSAT program niche aligns nicely with Idaho State University's designated health care and education missions as well as to the ongoing efforts of educational outreach and research on sports-related concussion currently being conducted by faculty in ISU's Department of SSPE and with other research on traumatic brain injury being conducted throughout the University. ISU's faculty and our "Center for Sports Concussion" (CSC) have established ISU as the regional experts on concussion management – especially as it pertains to youth and adolescent athletes. The CSC offers educational outreach and expertise to area school and athletic administrators, coaches and parents in the identification and management of sports-related concussion. Working in conjunction with several area emergency and family practice physicians, the CSC also provides baseline and post-injury neurocognitive testing to regional athletes. Data acquired is not only used diagnostically but also for original research (one current study purports to investigate the sleep patterns of mildly and moderately concussed adolescent athletes). Additional practical experience in mild traumatic head injury rehabilitation will be available through the ISU Veterans' Sanctuary (in conjunction with the CSC). These designations and roles in athlete health care and safety, along with our established undergraduate curricula in Exercise Science and in various related health professions including physical therapy and physician assistant, make ISU an ideal location to house a graduate-level athletic training program. In addition, ISU is already vastly prepared with the classroom space, clinical partnerships, equipment, supplies, and other resources necessary to house such a program.

While the University of Idaho is starting a similar program in 2012, we feel there are several distinct differences between the program at UI and our proposal for ISU. Among them are the delivery method, the target audience, the curriculum emphasis, the clinical placement model, and the fee structure. In addition, UI's program concentration is on "lower extremity biomechanics and translating research to practice", whereas ISU's program concentration is on traumatic brain injury and concussion in sport and on the design of safe and effective strength and conditioning programs. Because the profession of athletic training is evolving at such a rapid rate, we are confident that both programs will succeed given the geographic separation, the differences in curricula and in target populations, the demand demonstrated within those populations and the shortage of similar ELM programs throughout the Intermountain West region.



Goals of ISU's Athletic Training Education Program will be to

- Provide high quality educational experiences both clinically and didactically, preparing students for success on the Board of Certification's (BOC's) national certifying exam;
- Prepare graduates that practice with cultural competence and professional integrity;
- Promote the use of Evidence Based Practice for delivery of patient care;
- Prepare graduates for employment in both traditional as well as non-traditional work environments associated with athletic health care. Emphasis will be placed on the preparation of athletic trainers in the secondary school setting (teaching and non-teaching) and on the preparation of athletic trainers who are highly skilled in concussion identification and management practices.

The nature and main objective of the Master of Science in Athletic Training program is to prepare the student to become a Certified Athletic Trainer (ATC). An athletic trainer is "a qualified health care professional educated and experienced in the management of health care problems associated with the physically active." Because the program will be nationally accredited and because the students of the program will be eligible for national board certification, the ISU MSAT program qualifies for professional fees as outlined in the Idaho State Board of Education Governing Policies and Procedures:

1. Graduates of ISU's MSAT program will receive a credential through the Board of Certification (BOC) and eligible for state licensure through the Idaho Board of Medicine (licensure/certification/registration also available in 47 other states);
2. Because this will be an entry-level graduate program, the degree granted is the minimum required for entry into the athletic training profession;
3. The MSAT program will be accredited by the Commission on the Accreditation of Athletic Training Education (CAATE);
4. There will be extraordinary program costs that significantly exceed the costs of other programs at Idaho State University. This includes accreditation fees, specialized faculty, a clinical instructor coordinator, equipment costs for instruction in general medical assessment, therapeutic rehabilitation, and orthopedic examination, and consumable taping and medical supplies. The MSAT program is restricted by the number of clinical sites and by class sizes, as dictated by CAATE requirements.

The athletic trainer functions in cooperation with medical personnel, athletic administrators, coaches, and parents in the development and coordination of efficient and responsive athletic health care delivery systems. Athletic training students will be prepared in the development and mastery of athletic training competencies and proficiencies as set forth by CAATE and The National Athletic Trainers' Association Executive Council on Education (NATA-ECE). These include (a) risk management and injury prevention, (b) pathology of injury and illnesses, (c) orthopaedic clinical examination and diagnosis, (d) acute care of injury and illness, (e) pharmacology, (f) therapeutic modalities, (g) conditioning and rehabilitative exercise, (h) medical conditions and disabilities, (i) nutritional aspects of injury and illness, (j) psychosocial intervention and referral, (k) health care administration, and (l) professional development and responsibility. Certified Strength and Conditioning Specialists (CSCSs) are professionals who apply scientific knowledge to train athletes for the primary goal of improving athletic performance. They conduct sport-specific testing sessions, design and implement safe and effective strength training and conditioning programs and provide guidance regarding nutrition and injury prevention. Recognizing that their area of expertise is separate and distinct, CSCSs consult with and refer athletes to other professionals when appropriate. Dual certified candidates (ATC; CSCS) are highly employable in numerous work settings ranging from high schools (teaching sports medicine and physical fitness classes and coaching) to colleges/universities (strength and conditioning coaches and faculty) and corporate and industrial settings (from fitness centers to Fortune 500 companies).

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.

Idaho State University is a Carnegie-Classified Doctoral Research-High and Teaching institution. ISU is regionally accredited by the Northwest Commission on Colleges and Universities (NWCCU). Additionally, the College of Education is nationally accredited by the National Council for the Accreditation of Teachers (NCATE).

The MSAT program will seek accreditation by The Commission on Accreditation of Athletic Training Education (CAATE) during the 2<sup>nd</sup> year of the program (this is the earliest time we can apply for initial accreditation as CAATE requires students be enrolled in the program prior to accreditation). A copy of the current accreditation standards appears in Appendix A. CAATE is the only accreditation agency for athletic training educational programs. The CAATE is recognized by the Council for Higher Education Accreditation (CHEA), the Association of Specialized and Professional Accreditors (ASPA), and the Association of Schools of Allied Health Professions (ASAHP). Students must graduate from a CAATE accredited program in order to be eligible to sit for the BOC Certification Exam. Certification is the means of public protection that indicate that successful candidates have demonstrated "entry level proficiency" in the profession of athletic training. In order to be licensed to practice AT in Idaho students must have passed the BOC Exam and apply for state licensure through the Idaho Board of Medicine. Once certified, athletic trainers are allowed to practice but must meet stringent and ongoing continuing education requirements (75 continuing education units every three years from BOC-approved conferences and programs). Membership in professional associations such as the National Athletic Trainers' Association and the Idaho Athletic Trainers' Association will be encouraged. CAATE requires annual progress reports of all accredited programs.

The MSAT Program Director will provide copies of the annual report along with the results of an "internal annual report" to appropriate departmental and administrative authorities. The content of the annual report will include:

1. Progress made related to strategic goals of the program
2. Data analysis of the program
3. Goals for the next year based on program needs and data analysis
4. Report of resource needs
5. Assessment of student learning outcomes
6. Report of faculty achievements
7. Report of student achievements

Continuous program assessment and monitoring by the MSAT Program Director and Clinical Instruction Coordinator will be the hallmark of insuring the quality of the MSAT. A comprehensive assessment plan has been developed which includes the following tools/indicator of success:

- Report from the BOC on Certification rates of the ISU program in relation to the other accredited programs in the nation (annually)
- Clinical Site Evaluations (every semester)
- Clinical Instructor Evaluation (every semester)
- Didactic Instruction Assessment (every course)
- Alumni Survey (every 3 – 5 years)
- Employer Survey (annually)

Upon graduating, ISU's MSAT students will be eligible for national board examinations (administered nationally by the Board of Certification - BOC). Only those students graduating from an accredited university program are eligible for BOC testing and subsequent employment. Upon graduation, the student should meet all competencies required by CAATE:



- Have a sound knowledge of risk management content such as prevention, assessment, evaluation, emergency care for the physically active, as well as the ability to apply protective devices for the prevention or rehabilitation of injuries.
- Understand the basic knowledge of human anatomy as applied to biomechanical and physiological principles involved with the improvement of motor performance and the prevention of injury.
- Have a sound knowledge of acute care, pathology, pharmacological aspects, and nutritional aspects of injury and illness and general medical conditions sustained by the physically active.
- Show efficiency in the understanding and application of therapeutic modalities and therapeutic rehabilitation equipment in the use of injuries to the physically active.
- Understand management theories, principles, strategies, and techniques applicable to administration in health care.
- Develop a desire for professional development and responsibilities through a progression of clinical rotations, attendance of professional organizations within the profession of Athletic Training, and understanding of effective supervision and management in the athletic training room.
- Have the ability to interact with administration and supervisory roles, the physically active patient, team physicians, and peers within the profession of Athletic Training.
- Meet the BOC requirements for certification and complete the competencies and proficiencies as set forth by CAATE.
- Understand and adhere to the "Code of Ethics" of the National Athletic Trainers' Association, the Board of Certification, and the Idaho Board of Medicine.

The Certified Strength and Conditioning Specialist (CSCS) program was created in 1985 to identify individuals who possess the knowledge and skills to design and implement safe and effective strength and conditioning programs for athletes in a team setting. The credentialing program encourages a higher level of competence among practitioners and raises the quality of strength training and conditioning programs provided by those who are CSCS certified. Today, more than 21,000 professionals from a variety of academic and professional backgrounds hold this prestigious credential. This diverse group includes strength coaches, athletic trainers, physical therapists, personal trainers, physicians, chiropractors, researchers and educators. The CSCS is the only strength training and conditioning certification to be nationally accredited by the National Commission for Certifying Agencies (NCCA) and has been nationally accredited since 1993.

Applicants for admission into ISU's MSAT program will be evaluated and ranked on the following criteria:

- 1) Application and acceptance by the ISU Graduate School;
- 2) Cumulative G.P.A. (minimum of 2.75);
- 3) GRE/MAT score;
- 4) Successful completion of the following required prerequisite courses with a grade of "C" or better in each course:
  - Anatomy and Physiology (1 year equivalent)
  - Neuroscience
  - General Nutrition or Sports Nutrition
  - Exercise Physiology
  - Biomechanics
  - Sport Psychology
- 5) Evidence of current First Aid/CPR/AED for Health Care Provider certification
- 6) Statement of Personal Interest in Athletic Training
- 7) Two Letters of Recommendation (one must be from a faculty member)
- 8) Personal Interview

A complete description of the proposed Admissions and Retention Policies for ISU's MSAT Program appears as Appendix B.

*Note: The Masters of Education – Physical Education K-12 degree will be discontinued (We plan to submit the discontinuance Notice of Intent following MSAT program approval). This degree in Athletic Training better meets the needs of the students in the Sports Science and Physical Education department.*

- a. Curriculum – describe the listing of new course(s), current course(s), credit hours per semester, and total credits to be included in the proposed program.

Students pursuing the Master of Science in Athletic Training degree will be expected to complete a two-year sequence of courses (45 credits – includes 1 summer) which will include a 4-course sequence of clinical education (minimum of 1000 contact hours) and culminate in a capstone project that will challenge the students to summarize their learning experiences through the presentation and defense of a case study before an examining committee. Course descriptions appear as Appendix C.

**Course Sequence:**

Semester 1	Semester 2	Semester 3	Semester 4	Semester 5
AT 66xx Foundations of Athletic Training (3)	AT 66xx Clinical Experiences in Athletic Training I (3)	AT 66xx Clinical Experiences in Athletic Training II (3)	AT 66xx Clinical Experiences in Athletic Training III (3)	AT 66xx Clinical Experiences in Athletic Training IV (3)
AT 66xx Pathophysiology and General Medical Assessment (3)	AT 66xx Physical Assessment of the Lower Extremities (3)	AT 66xx Physical Assessment of the Spine and Upper Extremities (3)	PE 6640 Research and Writing (3) or PE 66xx Research Methods in Athletic Training (3)	AT 66xx Professional Issues in Athletic Training (3)
	AT 66xx Therapeutic Modalities (3)	AT 66xx Conditioning and Therapeutic Exercise (3)	AT 66xx Traumatic Brain Injury and Neurological Assessment (3)	PE 6645 Organization and Administration of Athletic Training Programs (3)
				PE 6651 Masters Project (3)
<b>6 credits</b>	<b>9 credits</b>	<b>9 credits</b>	<b>9 credits</b>	<b>12 credits</b>

Students will also engage in clinical experiences, per CAATE requirements. Each Athletic Training Student (ATS) will complete their clinical education at clinical-affiliated sites across the region. Those sites include the ISU Intercollegiate Athletic Department, regional secondary schools, medical clinics, and rehabilitation clinics:

Clinical Experience Setting*	Semesters Required	Availability
Idaho State University Athletic Department	2	Fall, Spring, Summer
High School/Youth/Recreational Sports	1	Fall, Spring
Rehabilitation Clinic	.25	Summer
ISU Center for Sports Concussion	.25	Fall, Spring, Summer (Year 2 only)
Choice	.5	Fall, Spring, Summer

*\*Students wishing to test for CSCS will be strongly encouraged to perform an additional internship in ISU's Strength and Conditioning Center.*



Each clinical experience course is 3 credits (4 courses total) and will require the ATS to complete a minimum of 1000 hours (per accreditation requirements to be eligible to sit for BOC exam) as well as demonstrate mastery of all assigned clinical proficiencies. The experiences are progressive in nature and reinforce the “learning over time” concept by reassessing didactic content learned from previous semesters. It is important to note that none of the sites being utilized by ISU’s MSAT program have been contacted for participation in UI’s distance-delivery program.

- b. Faculty – include the names of full-time faculty as well as adjunct/affiliate faculty involved in the program. Also, give the names, highest degree, rank and specialty. In addition, indicate what percent of an FTE position each faculty will be assigned to the program. Are new faculty required? If so, explain the rationale including qualifications.

Two full-time faculty members will be required for this program. We have one state appropriated faculty line already in place and dedicated to this program Position Control Number (PCN) 153000. To pay for the second faculty line (Clinical Instruction Coordinator), funding from student tuition enrolled in the MSAT program will provide the bridge funding while it seeks accreditation. After accreditation is obtained, professional fees will be used to pay for this second faculty line.

Full-Time Faculty at ISU SSPE Qualified to Teach in MSAT Program		
Name	Caroline E Faure; EdD; ATC	PCN #153000
Highest Degree	Doctor of Education, Educational Leadership	
Rank	Assistant Professor	
Specialty	Athletic Trainer; Concussion Management	

Affiliate Faculty		
Potential Approved Clinical Instructors (ACI) & Clinical Instructors (CI) and Clinical Experience Sites		
Jodi Wotowey, MS; ATC Head Athletic Trainer ISU Athletics	Tom Brock, MPE; ATC Assistant Athletic Trainer ISU Athletics	Brent Faure, MS; ATC Athletic Trainer; Owner Pocatello Orthopaedics & Sports Medicine Institute; Tri Med Sports Medicine
Leslie McGovern, PA; ATC Physician Assistant; Athletic Trainer Portneuf Medical Center	Doug Ball, DPT; ATC PT; AT; Owner Star Physical Therapy	Douglas Ashton, MS; ATC Athletic Trainer Idaho Orthopaedics & Sports Medicine Institute; Pocatello School District #25
Greg O Bray, MS; ATC Athletic Trainer ISU Athletics	Todd Dimick, ATC; PTA AT; PT Assistant Center for Orthopedic Rehabilitation & Exercise	Rick Benedetti, PT Physical Therapist Center for Orthopedic Rehabilitation and Exercise
Brandon Payne, MS; ATC Assistant Athletic Trainer ISU Athletics	Shawna Olsen, ATC Athletic Trainer School District #91	Lance Marshall, DPT Physical Therapist/Owner Advanced Performance Physical Therapy
Randy Sidwell, MPT; ATC Physical Therapist/Owner Advanced Performance Physical Therapy	Jodi Howard, ATC Athletic Trainer BYU-Idaho	Bart McDonald, MPT; ATC PT; AT; Owner Superior Physical Therapy

*Note: CAATE requires at least 75% of the students' clinical experiences occur under the direct supervision of an ACI or CI who is an ATC.*

- c. Student – briefly describe the students who would be matriculating into this program.

ISU's Exercise Science program is rapidly becoming one of the most popular major emphasis areas within the College of Education and currently boasts 78 undergraduate majors. Exercise science students at ISU study movement and the associated functional responses and adaptations. They must understand the scientific basis underlying exercise-induced physiological responses, including those that predispose athletes and others who are physically active to injury. Exercise Science students not only study how organ systems work, they also study the biomechanical efficiency by which athletes perform sport skills at high levels. Because of these things, exercise science aligns naturally to athletic training and to strength and conditioning. And because of prerequisite employment requirements, our students need an opportunity for national credentialing.

Therefore, students will be recruited internally at ISU (undergraduate majors in SSPE, Teacher Education and from related health professions programs, and from other regional (East Idaho) undergraduate programs (including BYU-I and CSI). Additionally, to fill the need to qualify professionals for employment in the secondary school setting, we plan to recruit those individuals who possess teacher certification (coaches, teachers, athletic administrators). It is our primary intent to recruit students from within Idaho. However we desire to recruit and retain the best possible candidates to ensure the quality of our program. CAATE standards require fair practice



statements and clear communications in all program documents. The MSAT website would contain the following program information:

- Program Mission and Objectives
- Curricular Description and sequencing
- Clinical Education Description
- Technical Standards Requirements
- ATS Policy and Procedure Handbook
- Clinical Instruction Handbook
- Competitive Program Application process and procedure
- Program retention policies
- Emergency Action Plans for each affiliated site

Recruiting strategies to be employed will include the following:

- Program Website
- Recruiting Brochures
- Formal affiliations with area Community Colleges and Universities
- Access to our website from the CAATE Accreditation Website
- Access to our website from the NATA, Idaho Athletic Trainers' Association website, and the Northwest Athletic Trainers' Association (District 10) website
- Possible booth/recruiting materials at state sporting events and athletic conferences
- Connections with the secondary school clubs and organizations (including area high school sports medicine programs and Health Occupations Students of America (HOSA) organizations)
- Recruiting from within the SSPE Department at ISU as well as similar departments at other state universities in Idaho
- ISU Graduate Catalog

*Timeline for Implementation of Program:*

Date	Action
<b>2012</b>	
March	<ul style="list-style-type: none"> <li>• Receive SBOE Program Approval</li> <li>• Curriculum Development (on-going)</li> <li>• Develop Program Handbook</li> <li>• Prepare Application Materials</li> <li>• Develop Recruiting Materials/Website</li> </ul>
June	<ul style="list-style-type: none"> <li>• Begin National Search for MSAT Program Director</li> <li>• Begin Advertising MSAT Program</li> </ul>
November	<ul style="list-style-type: none"> <li>• Begin Screening of Applicants for MSAT Program Director</li> </ul>
<b>2013</b>	
January	<ul style="list-style-type: none"> <li>• Begin Screening of Applicants/Interview Process for MSAT Program Director</li> <li>• Call for Applicants to MSAT Program</li> <li>• Solidify Clinical Instruction sites throughout E Idaho</li> </ul>
February	<ul style="list-style-type: none"> <li>• Hire MSAT Program Director (Summer 2013 start date)</li> </ul>
March/April	<ul style="list-style-type: none"> <li>• Screening/Interviews of Applicants to MSAT Program</li> <li>• Selection of 1st Program Cohort</li> </ul>
May – August	<ul style="list-style-type: none"> <li>• Preparation of Classroom Area</li> <li>• Purchase of Equipment and Supplies for 2012-2013</li> <li>• Coordination with Clinical Instruction Sites</li> </ul>

	<ul style="list-style-type: none"> <li>• Begin MSAT program classes (August)</li> <li>• Clinical rotations begin</li> </ul>
September	<ul style="list-style-type: none"> <li>• Begin CAATE Accreditation Process: Self-Study</li> </ul>
October	<ul style="list-style-type: none"> <li>• Begin National Search for MSAT Clinical Instruction Coordinator</li> </ul>
December	<ul style="list-style-type: none"> <li>• Begin Screening of Applicants for MSAT Clinical Instruction Coordinator</li> </ul>
<b>2014</b>	
January	<ul style="list-style-type: none"> <li>• Begin Interview Process for MSAT Clinical Instruction Coordinator</li> <li>• Continue University Self-Study for Accreditation</li> <li>• Begin Accepting Applications for 2nd Cohort to MSAT Program</li> <li>• Program Review (1st Semester)</li> </ul>
February	<ul style="list-style-type: none"> <li>• Submit Full Accreditation Application to CAATE</li> <li>• Hire MSAT Clinical Instruction Coordinator (to begin Fall semester)</li> </ul>
March-April	<ul style="list-style-type: none"> <li>• CAATE Accreditation Site Visit</li> <li>• Screening/Interviews of Applicants to MSAT Program (2nd cohort)</li> <li>• Selection of MSAT Students for 2nd Cohort</li> <li>• Program Review – 2nd Semester/1st Year</li> </ul>
July	<ul style="list-style-type: none"> <li>• Equipment/Supplies purchases for 2013-2014</li> </ul>
August	<ul style="list-style-type: none"> <li>• Receive Full CAATE Program Accreditation</li> <li>• 2nd Cohort Classes Begin</li> </ul>
<b>2015</b>	
July	<ul style="list-style-type: none"> <li>• MSAT Candidates' Capstone Project Defenses</li> <li>• Graduation of 1st Cohort – MSAT</li> <li>• Students eligible to sit for BOC Certification Examination</li> <li>• Program Review</li> </ul>

- c. Infrastructure support – clearly document the staff support, teaching assistance, graduate students, library, equipment and instruments employed to ensure program success.

The Department of Sport Science and PE has one full-time administrative assistant. Because both of the new faculty lines will be given release time to perform the program's own administrative tasks regarding program accreditation, assessment and advising, we feel there is no significant need for additional administrative support at this time.

Students must have reasonable access to the information resources needed to adequately prepare them to be entry-level professionals. This includes current editions of books, periodicals, and other reference materials in contemporary formats related to the programmatic goals. Current library holdings within the ISU Oboler Library are adequate for the MSAT program. Instructional aids must be available to provide instruction and student practice of the clinical proficiencies and psychomotor competencies as identified in the *Athletic Training Educational Competencies*. It will be important to purchase therapeutic modalities and rehabilitation resources identified in the psychomotor and clinical proficiency sections of the *Athletic Training Educational Competencies* for formal instruction and practice. It will also be necessary to acquire first aid and emergency care equipment. Much of these resources and equipment are already available through the SSPE Department. A complete list of what will need to be purchased and what is already available to the program appears later in this document.



The Department of Sport Science and Physical Education also hires six graduate teaching assistants (GTAs) annually. These GTAs teach courses within our PE-Activity program and are full-time students in our athletic administration masters program. The addition of the MSAT program-option could make these GTA positions even more competitive. Also, the availability of the GTA positions would be very attractive to potential MSAT students.

- e. Future plans – discuss future plans for the expansion or off-campus delivery of the proposed program.

Initially this program will offer instruction through the traditional format used at the university. Once initial accreditation is achieved, we will explore ways to integrate appropriate courses and content through online and distance-learning delivery systems. Our program is also comprised of a series of clinical experiences, which could also be expanded to include more regional and national affiliates (thereby attracting students from an even-wider geographic area). We have also begun communications with representatives at BYU-Idaho to investigate the possibility of streaming Exercise Science majors from BYU-I into the MSAT program. We plan to continue these discussions as the program receives approval and view this as an opportunity for a constant stream of applicants to the MSAT program and a way to increase clinical experience opportunities and potential employment opportunities for those students from the upper Eastern Idaho valley.

Additionally, our MSAT program proposal has support from several other health professions programs housed within the ISU's Division of Health Sciences, from ISU's Department of Intercollegiate Athletics, and from numerous area physicians and sports medicine/rehabilitation practitioners. Through these partnerships we have been able to identify and secure enough clinical experience sites for all our MSAT students. These institutional and community-driven partnerships will not only allow us to offer an extensive array of clinical experiences for our students, they will also allow us to share resources thus reducing some significant capital outlay.

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?

There are currently 343 entry-level undergraduate and 25 entry-level graduate athletic training programs in the USA. This includes an undergraduate program at Boise State University and both an Entry Level Masters and Advanced Doctoral program at the University of Idaho. SSPE faculty has discussed ISU's MSAT program proposal with athletic training program faculty at both of these institutions and both schools have offered their support of ISU's effort. We have a letter on file from Dr. Ron Pfeiffer, Chair of the Department of Kinesiology at Boise State University stating his department's "fully supports" ISU's desire to start a MSAT program (see Appendix D). We also met (via phone January 13, 2012) with Dr. Alan Nasypany and Dr. Jeff Seegmiller of the University of Idaho. Dr. Nasypany and Dr. Seegmiller also expressed their support for ISU's MSAT program and stated they felt ISU's niche with concussion management was "excellent" and that they felt "the more quality programs available, the better the profession (of athletic training) will be." Dr. Nasypany acknowledged the issues facing Idaho in this area and said he personally felt ISU's program would help address those issues. He said they "do not have issues (with ISU's proposal) from a programmatic level." We also discussed about the potential for ISU graduates to enter UI's DAT program and for other future collaboration between the two programs, which could possibly even include a dual enrollment agreement.

The University of Idaho gained SBOE approval in the spring of 2011 to transition its bachelors-level athletic training education program to an entry-level masters program. This is the only other entry-level graduate program in athletic training in the State of Idaho. In 2010, the University of Idaho received approval to start a Doctor of Athletic Training (DAT) program (to begin in Summer 2011) and in the spring of 2011. This program only seeks to attract those candidates who already have their athletic trainer certification. MSAT graduates at ISU would be potential candidates for UI's DAT program.



There are several reasons why we feel ISU's program would not affect the success of UI's program:

- Because ISU and UI are 576 miles apart, we draw from vastly different population bases;
- The UI has three other entry-level athletic training programs within 100 miles: Washington State University (10 miles), Eastern Washington University (72 miles), and Whitworth University (81 miles). While all of those programs are undergraduate programs, the culmination of a degree ends in the same BOC-eligibility. These competitive programs do more to draw potential students from UI than ISU would. ISU does not have any competitive programs within a 100-mile radius. The closest entry-level athletic training program to ISU is Weber State University (130 miles).
- The profession of athletic training is evolving at a rapid rate. There is demonstrated need for athletic trainers nationally in a myriad of work settings ranging from the traditional setting (youth, high school, college and professional sports programs) to the non-traditional setting (therapeutic services/clinic, physician extension, military, performing arts, corporate/industrial, etc).
- There is a demonstrated need and demand for athletic trainers in Eastern Idaho, in particular, in the secondary school setting. This need has existed for years and has not been targeted or addressed by UI or BSU graduates (bachelors-level graduates). We offer letters of support as evidence (Appendix D).
- ISU's program will rely on regional affiliations for students' clinical experiences. None of these partners have been approached by UI for participation in their MSAT or DAT program.
- Both UI and ISU have richly popular undergraduate programs in Exercise Science from which to draw graduate students. ISU currently has 73 students accepted into the Exercise Science major. ISU can also draw from its other sport-related programs: Physical Education, Sports Management and Outdoor Education (currently there are 201 students accepted in these majors). ISU's close proximity to BYU-Idaho and that institution's expressed interest in ISU having a MSAT program also ensure ISU's program will be successful (BYU-Idaho also has a strong undergraduate program in Exercise Science and students there have expressed interest in attending ISU for graduate study in athletic training, plus students residing in the Rexburg area can engage in clinical experiences at BYU-I and at clinical sites throughout the Upper Valley).

There are also several distinct differences between the UI entry-level Masters of Science in Athletic Training program and the proposed MSAT program at ISU:

- UI's program utilizes a 6-semester distance education model with a summer on-campus residency requirement; ISU's program will follow a traditional 5-semester on-campus delivery system (summer, fall, spring, fall, spring). UI's MSAT program requires 85 total credits; ISU's MSAT program will require 45.
- UI's program professes to "attract quality students from a national pool" with a "number of seats" being "reserved for University of Idaho undergraduate students"; ISU's program will rely on recruiting from a regional population (Eastern Idaho) with a concentration on ISU graduates;
- ISU's program is tightly aligned to its university's mission to prepare professionals in the health care industry and will engage in rich collaboration with existing health professions programs at the university;
- UI's athletic training program's emphasis is on research and clinical-based practice. Specifically, UI states their program will have "a concentration on lower extremity biomechanics and translating research to practice";
- ISU's program niche will be to prepare highly skilled and certified athletic trainers (ATCs) in the area of concussion identification and management. This niche is nationally unique to Idaho State University and supports practice and outreach already being conducted at ISU. ISU's program will also prepare candidates for additional credentialing as Certified Strength and Conditioning Specialists (CSCS).
- ISU's program will emphasize the preparation of athletic trainers for employment in the secondary school setting. This includes preparing athletic trainers for teaching roles at secondary schools in both sports medicine and physical fitness, including Professional-Technical Education (PTE) settings, and non-teaching positions.



- ISU's MSAT program will fulfill the demonstrated interests/needs of students graduating from its university's Exercise Science and Physical Therapy Assistant programs for advanced education and certification.
- UI's program will require 85 credits over 6 semesters (includes 2 summer terms); ISU's program will require 45 credits over 5 semesters (includes 1 summer term).
- UI's program will require 6 faculty (4.5 FTEs). ISU's program will require just 2 faculty (2 FTE) and our College of Education has planned to transfer 1 existing faculty line to the MSAT program beginning the summer of 2013.
- UI's program utilizes clinical rotation placements throughout the United States; ISU's program relies only on clinical placements within the Eastern Idaho region.
- ISU's program also offers a much more diverse clinical experience setting than the UI. ISU's MSAT students will be required to engage in a myriad of clinical placement settings including college/university, secondary schools, youth sport, clinical, and educational outreach (via ISU's Center for Sports Concussion). This broad emphasis ensures our graduates are adequately prepared to enter the workforce areas where they are most needed in East Idaho. UI's program makes no such distinction. Their students are not required to experience such diversity in their clinical rotations.
- The fee structure for ISU's program will be much different than the structure in place at UI. UI's program will follow a "self-support fiscal model" with an initial student program fee of \$18,000 per student per 12 months for a total of \$36,000 for the entire program (fee will be increased 3% for each new cohort). ISU's program will be supported by ISU's College of Education and will be assisted by professional fees of \$1,500 per student per year plus standard tuition (\$2,603 per semester).
- UI's program cohorts will be limited to 25 students per year for a maximum enrollment of 50 at any given time; ISU's students will be limited to 12 students per year with a maximum enrollment of 24. ISU's smaller enrollment is necessary because of our reduced number of faculty and the need to adhere to accreditation faculty-student ratio requirements.

In its MSAT proposal, the UI pledged to "work with our sister institutions in the state to address these issues and, though our collective efforts, produce students that can understand these issues and develop positive solutions." We feel strongly that, with their concentration on a distance learning, summer-residency model, their intended recruitment of students from throughout the country, and their in-state preference given to their own baccalaureate graduates, the UI cannot adequately address all of the needs and demands present in our East Idaho region. We are confident that the two programs can work collaboratively to address the state's needs and that there is enough demonstrated interest for both programs to succeed at a high level.

An undergraduate athletic training education program is also currently available at Boise State University.

*Degrees offered by school/college or program(s) within disciplinary area under review*

Institution and Degree name	Level	Specializations within the discipline (to reflect a national perspective)	Specializations offered within the degree at the institution
BSU	BS	Kinesiology Exercise Science	Athletic Training; Biomechanics; Exercise Physiology; Fitness Evaluation and Programming Behavioral; Biophysical; Socio-historical
	MS	Exercise and Sports Studies; Kinesiology	
	MA	Education, Curriculum & Instruction (PE Pedagogy)	
CSI	AA/AS	None AT-related	Physical Education

<b>CWI</b>	AA/AS	None AT-related	Physical Education
<b>EITC</b>	AA	None AT-related	
<b>ISU</b>	BA/BS/	Physical Education	Exercise Science, Sport Management, Outdoor Education, PE Teaching
	MPE	Athletic Administration	
	MEd/DPT	Physical Therapy-Occupational Therapy	
<b>LCSC</b>	BA/BS	None AT-related	
<b>NIC</b>	AA/AS	None AT-related	
<b>UI</b>	BS	Physical Education	Athletic Training (until 2012); Exercise Science and Health; Recreation; PE Teacher Education; Dance Exercise Science; Leadership in Physical Activity & Recreation
	MS	Physical Education Recreation	
	Med	Physical Education	
	MSAT	Athletic Training (beginning 2012)	
	DAT	Athletic Training	

*Enrollment and Graduates (i.e., number of majors or other relevant data)*

*By Institution for the Proposed Program*

*Last three years beginning with the current year and the 2 previous years*

Institution	Relevant Enrollment Data			Number of Graduates		
	Current	Previous Year	Previous Year	Current	Previous Year	Previous Year
BSU *	24	27	22	10	8	8
CSI	NA	NA	NA	NA	NA	NA
CWI	NA	NA	NA	NA	NA	NA
EITC	NA	NA	NA	NA	NA	NA
ISU	NA	NA	NA	NA	NA	NA
LCSC	NA	NA	NA	NA	NA	NA
NIC	NA	NA	NA	NA	NA	NA
UI **	20	9	11	1	3	7

Notes:

\*BSU – Undergraduate athletic training program only. Of 165 declared majors, BSU had 24 students fully admitted to the Athletic Training Education Program (ATEP) in the fall of 2010. There were 16 candidates in the spring of 2009 but only 14 were admitted. The previous year, (spring 2009) BSU had 12 candidates and admitted 11 (one dropped out). In the spring of 2008 candidates, there were 11 candidates and 10 were admitted.

\*\*UI – UI has 71 students in the pre-professional phase of their athletic training program (not accepted to program). They are currently in the process of transitioning to an entry-level graduate program (will begin Summer 2012). UI also began Doctor of Athletic Training program in Summer 2011. This DAT program only serves the needs of those athletic trainers who are already certified.

The University of Idaho, Weber State University (UT) and MSU Billings (MT) are the only regional schools with programs fairly comparable to the one we are proposing. Ours is unique, however, in its curricular concentration on concussion management and strength and conditioning, plus its emphasis on future employment in the



secondary school setting. There are considerable differences between the MSAT program at UI and the proposed program at ISU. University of Idaho's program seeks to recruit students from a national audience with a distance-learning model that relies on summer residence. While we applaud this effort, we feel UI's summer residency program that is more than 500 miles away would place undue burden on the students of Eastern Idaho. Our university population consists largely of non-traditional students with families and those students are often unable to relocate, even for summers.

We also feel strongly that in order to address the demonstrated needs and demands for athletic trainers in Eastern Idaho, we need to recruit students who already reside and/or work in our area. We feel the majority of UI's graduates will not seek to relocate to Eastern Idaho upon graduation to meet the demand here for athletic trainers. This is further evidenced by the fact that there are currently no athletic trainers working in an athletic training work setting in Eastern Idaho who graduated from UI's undergraduate AT program.

The Weber State program is at maximum capacity in only its 3<sup>rd</sup> year of existence. There is also conversation nationally to transition all Baccalaureate level Athletic Training Programs to the entry-level masters. Developing and implementing this program at ISU will position ISU as one of the key players/leaders in athletic training education on the graduate level. There has been a significant amount of information provided by area school districts and regional health care agencies for the need for and support of a program of this nature. This program is also consistent with the Idaho State University's mission to prepare medical practitioners to meet the health care needs of the residents of Idaho.

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.

Per the direction of the Idaho State Board of Education (SBOE), "Idaho State University is a doctoral university serving a diverse population through research, state and regional public service, undergraduate and graduate programs." The SBOE has also directed that, "Idaho State University [serve] a diverse population through research, state and regional public service, undergraduate and graduate programs." The SBOE has also directed ISU to "formulate its academic plan and generate programs with primary emphasis on health professions, the related biological and physical sciences, and teacher preparation."

ISU's MSAT program will be consistent with the SBOE's charge in that it:

- Will provide graduate-level education in an area of interest to the current student body and to members of the Eastern Idaho community;
- Through concussion education and outreach services, aims to serve the diverse populations through service endeavors
- Aims to prepare individuals for work in the health care setting. The description of an athletic training professional is:

*The Certified Athletic Trainer works with physicians and other medical personnel, employers, patients, parents, guardians, and athletic personnel in the development and coordination of efficient and responsive health care delivery systems. Athletic Trainers are integral members of the health care team in secondary schools, colleges and universities, professional sports programs, sports medicine clinics, corporate/industrial, and other health care settings.*

- Aligns tightly to existing health professions programs already in place at ISU;
- Aims to prepare individuals for work in the secondary school setting, both teaching and non-teaching.

Idaho State University leads the state in health professions education and we also excel at preparing teachers. We feel the addition of the Master of Science in Athletic Training aligns nicely to and will strengthen both of these positions. This particular program will be housed in the College of Education and the cross-curricular resources our university can provide in the area of the health professions (faculty expertise, health care and educational partnerships) make the program an ideal fit for our university.



**Alignment to ISU's Long-Range Plans:**

As mentioned, the MSAT aligns nicely to the mission of ISU to prepare health care education, but it also aligns to the College of Education's (COE) specific purpose of preparing teachers, partnering with schools, and meeting the ongoing educational needs of local school districts. Since ATs work in secondary schools along with colleges and universities (as well as other non-traditional venues) and since there is a demonstrated need for athletic trainers in Idaho's secondary school setting (especially within the Eastern Idaho region), we feel the program is appropriately situated within the COE.

Additionally, the College of Education houses the Center for Sports Concussion at Idaho State University. This Center, funded by external grants and part of the Department of Sport Science and Physical Education, provides educational outreach on concussion identification and management to school and athletic administrators, coaches, and parent groups throughout Idaho and facilitates baseline and post-concussion neurocognitive testing to sports programs and athletes throughout the region. ISU's Center for Sports Concussion is rapidly becoming regionally and nationally renown for its unique mission to produce and provide educational materials and outreach.

The Department of Sport Science and Physical Education at ISU has also outlined the initiation of a Masters of Science in Athletic Training program in its Strategic Plan for AY 2010/11 – AY2014/15. Also planned is to "Continuously update curriculum to reflect the professional needs of students in SSPE program" by providing "opportunities for professional certifications," and to "Expand and enhance strong relationships with an outreach to schools, school districts, agencies, work sites and sport programs" including the development of professional development opportunities for physical educators, coaches and athletic administrators and the advocacy of local school wellness policies,

5. **Demand** – address student, regional and statewide needs.

Prior to 2005, an internship route existed for those wanting to become athletic trainers but who did not attend colleges or universities with accredited athletic training education programs. This route ceased to exist in 2005 as the belts were tightened in an effort to ensure the educational experience and qualification level of the athletic training applicants. Since that time, all people interested in working in the field of athletic training must graduate from a CAATE-accredited college or university athletic training education program before they will be allowed to sit for their national certification examination. Once national certification is complete, the athletic trainer is eligible for state licensure and may then practice. Additionally, the accreditation program for athletic training education programs has also tightened. As their job duties evolve, so have the educational requirements thereby creating the need for more entry-level graduate programs. Because the program is a certified program, it qualifies for professional fees.

In 2011, *US News and World Report* named athletic training as one of the 50 best careers in the United States. Athletic trainers help prevent and treat injuries for people of all ages. Their clients include everyone from professional athletes to industrial workers. Recognized by the American Medical Association as allied health professionals, athletic trainers specialize in the prevention, assessment, treatment, and rehabilitation of musculoskeletal injuries. Athletic trainers are often one of the first health care providers on the scene when injuries occur, and therefore must be able to recognize, evaluate, and assess injuries and provide immediate care when needed. They also are heavily involved in the rehabilitation and reconditioning of injuries. Job settings include hospital and clinical, college and university, industrial and occupational, military, performing arts, physician extender, professional sports, public safety, secondary schools, and other emerging settings. A summary of a 2008 salary study of athletic trainers nationwide along with detailed Bureau of Labor statistics and projections appears as Appendix E. Included in this summary are average and median salaries for athletic trainers specific to varied work settings.

The Bureau of Labor Statistics projects 6,000 new jobs (a 37 percent increase) in athletic training between 2008 and 2018:



Occupational Title	SOC Code	Employment 2008	Projected Employment 2018	Change 2008-2018 Number	Change 2008-2018 Percent
Athletic Trainer	29-9091	16,300	22,400	6,000	37

As athletic health care becomes more and more important (especially in youth and adolescent sport programs and in schools), there is little doubt that the profession of athletic training is expanding at a rapid rate. The Bureau of Labor projected a 37% increase in athletic training jobs from 2008 to 2018.

Additionally, a 2011 national salary study conducted by the National Athletic Trainers' Association (NATA) indicated the average annual salary of an athletic trainer with a Master's degree to be at \$51,144. This is a significant increase from the \$44,707 average salary made in 2008. In District 10 (the Pacific Northwest states of Alaska, Washington, Oregon, Idaho and Montana), the average salary of an athletic trainer in 2011 was \$48,441. A complete summary of the Bureau of Labor statistics and a summary of the NATA's 2011 salary study appears as Appendix E.

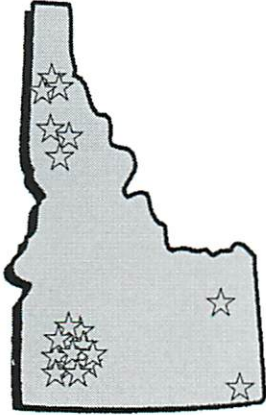

**State need:**

In addition to placements nationally, there are numerous employment opportunities within the Eastern Idaho region for athletic trainers. These include positions in the secondary school setting (both teaching and non-teaching), colleges and universities (intramurals & athletics), youth sports, rehabilitation clinics, fitness centers and in corporate/industrial settings. The national legislative push for better athletic healthcare in the school setting, in particular, could result in even more growth of opportunity in that area.

While athletic trainers are hired in a myriad of settings ranging from collegiate and professional sports to corporate settings, the State of Idaho has a significant need for athletic trainers in the secondary school setting. Just 18.1% of Idaho's high schools have access to a licensed athletic trainer. Nearly all 5A schools in Idaho employ athletic trainers; they are quite rare in the 1A-3A athletic classifications (1A-3A schools account for more than 65% of Idaho's high schools). At schools where no athletic trainers are present, coaches inherit the primary responsibility of sport injury care and management. A 2005 study conducted by ISU's Assistant Professor of Sport Science and PE's Dr. Caroline Faure confirmed this and also concluded that in Idaho high schools, coaches lacked the proper skills, training and resources to be able to properly identify and manage concussion incidence in their sport programs. Further, Idaho's schools did not adequately provide professional development opportunities for coaches in this area. The ISU study along with the potential for catastrophic outcome when the injury is mismanaged led to the passage of Idaho's Youth Concussion Law ("Kort's Law") in 2009. With ISU's guidance, Idaho became the 4th state in the USA to pass concussion legislation. The law prompts schools to provide all sport coaches with adequate training and resources. The lack of qualified athletic trainers and trained coaches not only presents schools with an ethical dilemma, it is a serious legal issue, as well. Idaho's recent licensure law for athletic trainers adds to the problem schools are facing. A 2009 review of the Idaho High School Activities Association membership directory revealed 150 member schools. Of those, 47 listed athletic trainers. Of those 47, 19 were found to be unlicensed (through a check with the Idaho Board of Medicine's athletic trainer registry). Remarkably, 13 of those 19 unlicensed athletic trainers were working at schools on the Eastern side of the state (north and east of Twin Falls). The figure below further illustrates the state's need for athletic trainers in the secondary setting by providing information on the availability of licensed athletic trainers in Idaho's secondary schools and also noting those schools who are utilizing unlicensed (illegally-practicing) athletic trainers.



*Presence of Licensed and Unlicensed Athletic Trainers in Idaho Secondary Schools*

Licensed Athletic Trainers in Idaho High Schools	Unlicensed (illegally working without certification) Athletic Trainers in Idaho High Schools
	

**Total Number of Idaho High Schools with Interscholastic Athletic Programs: 154**

**Total Number of Licensed Athletic Trainers in Idaho High Schools: 28**

**Percentage of Idaho High Schools with Licensed Athletic Trainers: 18.1%**

*Sources: Cross comparison from the Directory of the Idaho High School Activities Association (2011) and the Idaho Board of Medicine AT licensee list (2011).*

It should be noted that athletic training licensure is granted only to those individuals who complete an accredited college program and who pass national board examinations. Because of this need for licensed athletic trainers in Idaho's secondary schools and because athletic training positions carry extracurricular stipends, the program must attract those individuals already working in the schools. The ATEP's close connection with the Center for Sports Concussion would also help facilitate educational outreach to schools and youth sport programs as well as baseline and post-concussion neurocognitive testing of athletes.

- 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 Board policy III.X., Outcomes Assessment.)

**Statement of Problem:**

Since the profession of athletic training was recognized by the American Medical Association in the mid-1990s, the job setting and responsibilities of athletic trainers have evolved dramatically, as evidenced by the Bureau of Labor Statistics which projects a 37% growth between 2008 and 2018. There are estimated to be more than 50,000 athletic trainers working in varied settings nationally. At the same time, there is a national push to better protect our youngest athletes from the inherent dangers prevalent in organized sport. In few places is this more evident than in the area of concussion management. Currently, 38 states have passed legislation requiring young athletes receive medical clearance prior to be allowed to resume activity following a concussion. While Idaho has yet to enact such regulation, it is being discussed. The ISU MSAT program will be unique in its field nationally in its niche to prepare athletic trainers as outreach health care providers who specialize in concussion management and neurological assessment.

Employment of athletic trainers is expected to grow much faster than the average for all occupations through 2014. That job growth will be concentrated in health care industry settings, such as ambulatory health care



services and hospital settings. ISU's athletic training niche will undoubtedly prepare students for such settings. The demand for health care should grow dramatically as the result of advances in technology, increasing emphasis on preventive care, and an increasing number of older people who are more likely to need medical care. Athletic trainers will benefit from this expansion, because they provide a cost-effective way to increase the number of health professionals in an office or other setting. Also, employers increasingly emphasize sports medicine, in which an immediate responder, such as an athletic trainer, is on site to help prevent injuries and provide immediate treatment for any injuries that do occur. Athletic trainers' increased licensure requirements and regulation has led to a greater acceptance of their role as qualified health care providers. As a result, third-party reimbursement is expected to continue to grow for athletic training services. As athletic trainers continue to expand their services, more employers are expected to use these workers to realize the cost savings that can be achieved by providing health care in-house. Settings outside the sports world, especially those that focus on health care, are expected to experience fast employment growth among athletic trainers over the next decade. Continuing efforts to have an athletic trainer in every high school reflect concern for student-athletes' health as well as efforts to provide more funding for schools, and may lead to growth in the number of athletic trainers employed in high schools.

#### Addressing the Need/Assessment:

The COE and its SSPE Department have worked collaboratively for the past 8 years to draft the MSAT curriculum and even explored cross-curricular connections with the ISU Division of Health Sciences (School of Rehabilitation and Communication Sciences/Physical Therapy). The addition of the MSAT program has been a priority for the COE and its SSPE Department throughout this time and has been outlined in our strategic planning. We feel our program, while solely housed within the College of Education, provides an opportunity for collaboration among colleges and programs and targets the recruitment of students from throughout the University and around the entire Intermountain West.

SSPE assessment data from 2009-2011 showed ISU's Exercise Science program to be a strong and viable program. Student exit interviews and Senior Capstone (PE 4454) evaluations from 2009-2011 revealed substantial student interest in and need for certification programs that can assist in employment potential. The competitive and nationally recognized ATC (Certified Athletic Trainer) and CSCS credentials will help to meet our students' interests and needs.

To determine our student's specific interest for a MSAT program at ISU, we conducted a random internal survey of 75 current SSPE undergraduate majors. The survey queried students on whether they had an interest in athletic training as a graduate major, and if so, we asked if they would be likely to enroll in the program. 69 of the 75 students (92%) expressed an interest in a Master of Science in Athletic Training program. Of those 69 students, 60 said they would be either somewhat likely ( $n=40$ ; 67%) or very likely ( $n=20$ ; 33%) to enroll in such a program.

Athletic training licensure is granted only to those individuals who complete an accredited college program and who pass national board examinations. Because of this need for licensed athletic trainers in Idaho's secondary schools and because athletic training positions carry extracurricular stipends, the program must attract those individuals already working in the schools. The MSAT program's close connection with the Center for Sports Concussion (which is led by Faure) would help facilitate educational outreach to schools and sport programs and help to provide baseline and post-concussion neurocognitive testing of athletes.

- b. Students – explain the most likely source of students who will be expected to enroll (full-time, part-time, outreach, etc.). Document student demand by providing information you have about student interest in the proposed program from inside and outside the institution.

In the fall of 2011, The Department of Sport Science and Physical Education had 234 undergraduate Physical Education majors accepted into four emphasis areas: Sport Management (75), Exercise Science (78), Outdoor Education (24) and PE Teaching (57). We also have another 44 students in the Physical Education – Pre-Education program (undeclared emphasis area). While all of our emphasis-area students' curricula and potential work



settings connect nicely to athletic training, Exercise Science majors are perhaps the ones who could benefit most from the addition of a MSAT program. These students and Physical Education-Teaching students will fulfill all pre-requisite requirements for the MSAT upon graduation. Sports Management and Outdoor Education students would need to fulfill exercise physiology and biomechanics requirements in addition to completing their undergraduate course sequence.

SSPE also had 153 total students enrolled in its Master's program in Athletic Administration (Pocatello & Boise cohorts + distance sites). We feel the MSAT program would not conflict substantially with the enrollment of the Athletic Administration program. Additionally, this program may attract students graduating with undergraduate degrees from ISU outside of the Department of SSPE. Specifically, it may interest students graduating with undergraduate degrees in Teacher Education who wish to pursue working as athletic trainers in the secondary school setting. It may also interest other ISU undergraduate majors, especially those completing programs in health-related areas such as Physical Therapy Assistant. Students interested in careers in sports medicine but who are unable to immediately enter professional programs such as ISU's Doctor of Physical Therapy (DPT) or Physician Assistant (PA) program could also benefit from this program. The acquisition of a MSAT and subsequent BOC Certification will not only allow them to enter the "sports medicine" workforce, it might also serve as a valuable stepping-stone towards acceptance into the DPT program and subsequent dual certification that could make these students even more professionally marketable.

Once the MSAT program is in place, a comprehensive assessment plan will evaluate all aspects of the educational program. Assessments used for this purpose will include, but will not be limited to, clinical site evaluations, clinical instructor evaluations, completed clinical proficiency evaluations, academic course performance, employer and/or alumni surveys, senior exit evaluations, and BOC examination passing rates. Assessments will evaluate (a) achievement outcomes relative to the educational mission and goals of the program, (b) effectiveness of learning, (c) quality of didactic instruction, and (d) quality of clinical instruction. Additionally, data will be provided to demonstrate the MSAT program's effectiveness as it relates to (a) achievement of the programs educational mission and goals, (b) effectiveness of learning, (c) quality of didactic instruction, and (d) quality of clinical instruction. All assessment will be ongoing.

Differentiate between the projected enrollment of new students and those expected to shift from other program(s) within the institution.

This program will recruit new graduate students to Idaho State University by relying primarily upon the matriculation of undergraduate students at our University. We expect that several students interested in the Doctor of Physical Therapy (DPT) program at ISU will apply for admission into the MSAT program, however we do not expect this to have a negative effect on the DPT program because of the significant number of applicants and the competitive selection process involved with that program. We have worked collaboratively with ISU's DPT program and their faculty agrees with us that this program will only benefit the number of students that have shown interest in the athletic health care professions.

- c. Expansion or extension – if the program is an expansion or extension of an existing program, describe the nature of that expansion or extension. If the program is to be delivered off-campus, summarize the rationale and needs assessment.

The MSAT Program is a new program that will extend upon the graduate opportunities available for students graduating with undergraduate degrees in related (preparatory) fields including Exercise Science.

The MSAT Program is a cohort model program that has a maximum enrollment of 12 full time students in each cohort. It is a two-year program so the maximum number of students in the program at any given time is 24. While the UI's program can accommodate up to 50 students at any given time (25 per cohort) with their 4.5 FTEs, ISU's program will only have 2.0 FTEs and thus, to adhere to accreditation requirements, enrollment must be capped at these lower numbers. In the initial year of the program, we will seek 10 students while we seek accreditation. The following year we will accept a full cohort. The program will seek maximum enrollment (24 students) by the third year. The available area clinical affiliate sites committed to the athletic training education



program determined the cap. In addition, CAATE accreditation standards provide guidelines that state that clinical education (separate from the didactic instruction) must be completed under the direct supervision of appropriately credentialed practitioners and should not exceed a ratio of 8 students per clinical instructor. The clinical education component, as currently designed puts us within that ratio. We do not anticipate any part time students in the program. This degree is a full-time, academically rigorous program with an extensive clinical education component.

Academic Year	Cohort	Number of New MSAT Students	Total Number of MSAT Students
2013-2014	1	10	10
2014-2015	2	12	22
<b>Maximum MSAT Enrollment: 24 Students</b>			

#### 6. Resources – fiscal impact and budget

In order to meet CAATE requirements, ISU is prepared to provide and manage adequate, equitable and continuing resources necessary to operate the MSAT program. The program's budget will be consistent and comparable with other academic programs within the College of Education and will facilitate the purchase of expendable supplies, capital equipment, course instruction, operating expenses and professional development.

The MSAT Program is a cohort model program that has a maximum enrollment of 12 full time students in each cohort. It is a two-year program so the maximum number of students in the program at any given time is 24. In the initial year of the program, we will seek 10 students while we seek accreditation. The following year we will accept a full cohort. The program will seek maximum enrollment (24 students) by the third year. The available area clinical affiliate sites committed to the athletic training education program determined the cap. In addition, CAATE accreditation standards provide guidelines that state that clinical education (separate from the didactic instruction) must be completed under the direct supervision of appropriately credentialed practitioners and should not exceed a ratio of 8 students per clinical instructor.

On this form, indicate the planned FTE enrollment, estimated expenditures, and projected revenues for the first three fiscal years (FY) of the program. Include both the reallocation of existing resources and anticipated or requested new resources. Second and third year estimates should be in constant dollars. Amounts should reflect explanations of subsequent pages. If the program is a contract related, explain the fiscal sources and the year-to-year commitment from the contracting agency(ies) or party(ies).

#### I. PLANNED STUDENT ENROLLMENT

	FY <u>14</u>		FY <u>15</u>		FY <u>16</u>	
	FTE	Headcount	FTE	Headcount	FTE	Headcount
A. New enrollments	<u>10</u>	<u>10</u>	<u>22</u>	<u>22</u>	<u>24</u>	<u>24</u>
B. Shifting enrollments	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>

## II. EXPENDITURES

	FY <u>14</u>		FY <u>15</u>		FY <u>16</u>	
	FTE	Cost	FTE	Cost	FTE	Cost
A. Personnel Costs						
1. Faculty	<u>1.0</u>	<u>43,000.00<sup>1</sup></u>	<u>2.0</u>	<u>103,000.00<sup>1</sup></u>	<u>2.0</u>	<u>103,000.00<sup>1</sup></u>
2. Administrators	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
3. Adjunct faculty	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
4. Graduate/instructional assistants	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
5. Research personnel	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
6. Support personnel	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
7. Fringe benefits	<u>17,494</u>	<u>38,525</u>	<u>38,525</u>	<u>38,525</u>	<u>38,525</u>	<u>38,525</u>
8. Other: _____	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
<b>Total FTE Personnel And Costs;</b>	<b><u>1.0</u></b>	<b><u>60,494</u></b>	<b><u>2.0</u></b>	<b><u>141,525</u></b>	<b><u>141,525</u></b>	<b><u>141,525</u></b>
	FY <u>14</u>		FY <u>15</u>		FY <u>16</u>	
B. Operating expenditures						
1. Travel	<u>3,500<sup>2</sup></u>	<u>2,400<sup>2</sup></u>	<u>2,400<sup>2</sup></u>	<u>2,400<sup>2</sup></u>	<u>2,400<sup>2</sup></u>	<u>2,400<sup>2</sup></u>
2. Professional services	<u>500</u>	<u>1,000</u>	<u>1,000</u>	<u>1,000</u>	<u>1,000</u>	<u>1,000</u>
3. Other services	<u>1,200</u>	<u>8,700</u>	<u>1,200</u>	<u>1,200</u>	<u>1,200</u>	<u>1,200</u>
4. Communications	<u>1,000</u>	<u>1,000</u>	<u>1,000</u>	<u>1,000</u>	<u>1,000</u>	<u>1,000</u>
5. Utilities	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
6. Materials & supplies	<u>5,000<sup>4</sup></u>	<u>2,750<sup>4</sup></u>	<u>2,750<sup>4</sup></u>	<u>2,750<sup>4</sup></u>	<u>2,750<sup>4</sup></u>	<u>2,750<sup>4</sup></u>
7. Rentals	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
8. Repairs & maintenance	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
9. Materials & goods for manufacture & resale	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>



10. Miscellaneous	<u>1,000</u>	<u>1,000</u>	<u>1,000</u>
<b>Total Operating Expenditures:</b>	<b><u>12,200</u></b>	<b><u>16,850</u></b>	<b><u>9,350</u></b>
	FY <u>14</u>	FY <u>15</u>	FY <u>16</u>
<b>C. Capital Outlay</b>			
1. Library resources	<u>0</u>	<u>0</u>	<u>0</u>
2. Equipment	<u>15,000<sup>3</sup></u>	<u>6,000<sup>3</sup></u>	<u>3,000<sup>3</sup></u>
<b>Total Capital Outlay:</b>	<b><u>15,000</u></b>	<b><u>6,000</u></b>	<b><u>3,000</u></b>
<b>D. Physical facilities</b>			
Construction or major Renovation	<u>0</u>	<u>0</u>	<u>0</u>
<b>E. Indirect costs (overhead)</b>	<u>0</u>	<u>0</u>	<u>0</u>
<b>GRAND TOTAL EXPENDITURES:</b>	<b><u>87,694</u></b>	<b><u>164,375</u></b>	<b><u>153,875</u></b>

Notes:

<sup>1</sup>Average annual salary of AT Program Director is \$72,000, based on National Athletic Trainers' Association Salary Study (2009). ISU College of Education salary level for rank of Associate Professor is \$53,000, however we feel the MSAT Program Director's additional duties at annual accreditation justify a higher salary (\$60K annually). The COE plans to absorb the difference from PCN 1530). The PCN 1530 Assistant Professor will be transferred to this program. The current salary is \$45,510 plus fringe. This is a reallocation of resources.

<sup>2</sup>Standard faculty travel allowances for College of Education faculty are \$1200/year per faculty member; We have allocated additional faculty travel during the first year to assist Program Director with accreditation preparation

<sup>3</sup>Equipment includes classroom tables & chairs, multimedia equipment, faculty computers, taping/treatment tables, athletic training equipment (such as electronic stimulation machines, ultrasound machine, etc); first aid, taping and bracing supplies, rehabilitation supplies, annual consumables and other one-time purchases.

## III. REVENUES

	FY <u>14</u>	FY <u>15</u>	FY <u>16</u>
<b>A. Source of funds</b>			
1. Appropriated funds -- Reallocation – MCO	<u>60,494</u>	<u>60,494</u>	<u>60,494</u>
2. Appropriated funds -- New – MCO – Tuition	<u>52,075</u>	<u>140,603</u>	<u>156,226</u>
3. Federal funds	<u>0</u>	<u>0</u>	<u>0</u>

ISU MSAT 01-2012 24

4. Other grants	<u>0</u>	<u>0</u>	<u>0</u>
5. Fees	<u>0</u>	<u>0</u>	<u>0</u>
6. Other: Professional Fees	<u>0</u>	<u>33,000</u>	<u>36,000</u>
<b>TOTAL REVENUES:</b>	<b><u>112,569</u></b>	<b><u>234,097</u></b>	<b><u>252,720</u></b>

FY 14FY 15FY 16

## B. Nature of Funds

1. Recurring*	<u>112,569</u>	<u>234,097</u>	<u>252,720</u>
2. Non-recurring**	<u>0</u>	<u>0</u>	<u>0</u>
<b>TOTAL REVENUES:</b>	<b><u>112,569</u></b>	<b><u>234,097</u></b>	<b><u>252,720</u></b>

\* Recurring is defined as ongoing operating budget for the program which will become part of the base.

\*\* Non-recurring is defined as one-time funding in a fiscal year and not part of the base.

## a. Faculty and Staff Expenditures

Project for the first three years of the program, the credit hours to be generated by each faculty member (full-time and part-time), graduate assistant, and other instructional personnel. Also indicate salaries. After total student credit hours, convert to an FTE student basis. Please provide totals for each of the three years presented. Salaries and FTE students should reflect amounts shown on budget schedule.

We have one state appropriated faculty line already in place and dedicated to this program PCN 153000. We are prepared to direct this line towards the MSAT Program Director position. To pay for the second faculty line (Clinical Instruction Coordinator), ISU's College of Education will provide bridge funding (indirect funds) for the MSAT program while it seeks accreditation. After accreditation is obtained, professional fees will be used to pay for this second faculty line.

Name, Position, And Rank	Annual Salary Rate	FTE Assignment to this Program	Program Salary Dollars	Projected Student Credit Hours	FTE Students
<b><u>FY14</u></b>					
Clinical Instruction Coord. Ass't/Assoc Professor	\$43,000	1.0	\$43,000	150	16.67
<b>TOTAL</b>	<b>\$43,000</b>	<b>1.0</b>	<b>\$43,000</b>	<b>150</b>	<b>16.67</b>
<b><u>FY15</u></b>					
Program Director Ass't/Assoc Professor	\$60,000	1.0	\$60,000	180	20.
Clinical Instruction Coord.	\$43,000	1.0	\$43,000	300	33.34

ISU MSAT 01-2012 25

Ass't/Assoc Professor					
<b>TOTAL</b>	<b>\$103,000</b>	<b>2.0</b>	<b>\$103,000</b>	<b>480</b>	<b>53.34</b>
<u>FY1</u>					
Program Director	\$60,000	1.0	\$60,000	180	20.
Ass't/Assoc Professor					
Clinical Instruction Coord.	\$43,000	1.0	\$43,000	360	40.
Ass't/Assoc Professor					
<b>TOTAL</b>	<b>\$103,000</b>	<b>2.0</b>	<b>\$103,000</b>	<b>540</b>	<b>60</b>

Project the need and cost for support personnel and any other personnel expenditures for the first three years of the program.

There are no other projected support personnel needs. Each faculty will receive a \$1,200 travel allowance which is included in the estimate of travel costs to increase the research portfolio.

b. Administrative Expenditures

Describe the proposed administrative structure necessary to ensure program success and the cost of that support. Include a statement concerning the involvement of other departments, colleges, or other institutions and the estimated cost of their involvement in the proposed program

Name, Position, And Rank	Annual Salary Rate	FTE Assignment to this Program	Program Salary Dollars	Percent of Salary Dollars to Program
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Not Applicable.

CAATE requires equitable professional clerical/secretarial and other support staff be available to support program personnel comparable to that provided to similar academic programs in the institution. The SSPE Department feels its current professional clerical/secretarial support staff is adequate to support the needs of the MSAT program and therefore no additional support personnel will be necessary.

c. Operating Expenditures (travel, professional services, etc.) Briefly explain the need and cost for operating expenditures.

Professional travel allowance of \$1200 per semester is included in the "fringe" of the base salary rates listed above. This amount is standard for all tenured and tenure-track faculty in the College of Education. No additional travel allowances or professional allowances will be necessary. In order to obtain CAATE accreditation, there will be miscellaneous expenses required. This includes a \$500 application fee to CAATE. ISU will also engage in a rigorous self-study, an external review of that self-study by CAATE committee members, and an on-site visit by CAATE to triangulate the findings of our self-study report estimated to be \$7,500.

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 MSAT will utilize existing library holdings in the ISU Library. Holdings already in place at ISU are adequate for the MSAT Program and include current editions of books, periodicals, and other reference materials in contemporary formats related to the programmatic goals of the MSAT. No new titles will be necessary.

- (b) Indicate the costs for the proposed program including personnel, space, equipment, monographs, journals, and materials required for the program.

CAATE requires that physical facilities include classrooms that are consistent in size and quality with classrooms and laboratories used for similar academic programs at the sponsoring institution. The MSAT will utilize existing classroom space within Reed Gymnasium. No additional space will be required. All SSPE classrooms within Reed Gym are scheduled to receive capital improvements consisting of heating, ventilation and air condition (HVAC). Currently there is no HVAC in the SSPE classrooms at Reed Gym. The addition of the MSAT program will not expand this HVAC work order.

Further, CAATE requires that students have reasonable access to the information resources needed to adequately prepare them to be entry-level professionals. This includes current editions of books, periodicals, and other reference materials in contemporary formats related to the programmatic goals. Existing holdings in ISU's library will accommodate these needs, however we have allotted an additional \$1,000 per year be allocated for additional classroom resources.

Additionally, the ISU Department of Athletics has pledged their support to this educational program. Their support includes the use of their athletic training rooms & equipment in those rooms and the availability of staff athletic trainers to serve as Clinical Instructors and for ISU athletic practices/games to serve as outreach sites for the MSAT students' required clinical experiences. This will further assist ISU in meeting CAATE program requirements.

The MSAT will require 2.0 FTE (outlined above). The MSAT will also require equipment and supply purchases. These will account for approximately \$15,000 upon startup (first year), \$6,000 in the second year and \$3,000 in subsequent years (see below). No additional journals or monographs will be required.

- (c) For off-campus programs, clearly indicate how the library resources are to be provided.

N/A

(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.

Equipment/Supplies Needed to Purchase: 2013-2014

	Qty	Unit Cost	Total Cost
Classroom Desktop Computer	1	500.00	\$500.00
Instructional Software	1	1,000.00	\$1,000.00
Treatment Tables	6	400.00	\$2,400.00
Ultrasound/Stim Combo Teaching Unit	1	3,000.00	\$3,000.00
Electrodes (ass't)	1	100.00	\$100.00
BP Cuffs (2 regular size, 2 oversize)	4	50.00	\$200.00
Ultrasound Gel / Massage gel (1 gallon)	2	50.00	\$100.00
Spider Straps	2	225.00	\$450.00
Adjustable Extrication Cervical Collars	6	10.00	\$60.00
Spine Board	2	300.00	\$600.00
Otoscope/ Ophthalmoscope	2	215.00	\$240.00

ISU MSAT 01-2012 27

Vacuum Splint Kit	1	800.00	\$800.00
Arm Slings	6	15.00	\$90.00
FMX Extractors	2	350.00	\$700.00
Trainer's Angels	2	80.00	\$160.00
Cervical Immobilization Head Bed	1	200.00	\$200.00
Examination roller stools	6	160.00	\$960.00
Misc Taping Supplies	1	2,500.00	\$2,500.00
• Instructional tape 100 rl/cs			
• Leukotape			
• Kinesiotape			
• Elastic Tape			
• Elastic Wraps			
Universal Knee Immobilizers	2	90.00	\$180.00
Document Camera	1	352.00	\$352.00
Heavy Duty Bandage Shears	12	28.00	\$336.00
Sharks Tape Cutters	12	6.00	\$72.00
			\$15,000.00

Equipment/Supplies Needed to Purchase: 2014-2015

	Qty	Unit Cost	Total Cost
Instructional Resources/Software	1	600.00	\$600.00
Neurocognitive Testing Software	1	600.00	\$600.00
Taping Supplies	1	2,000.00	\$2,000.00
Medicine Balls/Rack (assorted)	1	210.00	\$210.00
Rehab Dumbbells/Rack (assorted)	1	200.00	\$200.00
Rehab Ankle/Wrist weights (assorted)	1	100.00	\$100.00
Rehab Rebounder	1	400.00	\$400.00
Epipen Autoinject Trainer	3	20.00	\$60.00
Body Blade	2	100.00	\$200.00
Urine Analysis Reagent Strips, Multi Stix 10	2	70.00	\$140.00
Foam rollers	2	25.00	\$50.00
Adjustable Slant board	1	100.00	\$100.00
BOSU Balance Trainer	2	160.00	\$320.00
Wobble Board Package	1	260.00	\$260.00
Airex Balance Pads	2	60.00	\$120.00
8' Slideboard	1	475.00	\$475.00
Reflex Hammers	4	8.00	\$32.00
Pinwheel Neuro Instrument	2	12.00	\$12.00
Fluorescein Dye/Cobalt Blue lights	1	20.00	\$20.00
			\$6,000.00

Equipment/Supplies Needed to Purchase: 2015-2016

	Qty	Unit Cost	Total Cost
Neurocognitive Testing Software	1	600.00	\$600.00

Misc Taping Supplies	1	1,500.00	\$1,500.00
Goniometers	6	12.00	\$72.00
Inclinometer	1	86.00	\$86.00
Cloth Tape Measures	6	4.00	\$24.00
Cervical Traction Units	1	186.00	\$186.00
Fanny Packs	12	50.00	\$600.00
			\$3,000.00

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?

A portion of the funding for one faculty position has been reallocated to the Department of Sports Sciences and Physical Education. This position was reallocated to that department based upon increased enrollment and potential for growth. The position was moved from another program which is in the process of being restructured. There is little impact on the restructured program or the students in that program.

- (2) If an above Maintenance of Current Operations (MCO) appropriation is required to fund the program, indicate when the institution plans to include the program in the legislative budget request.

A large portion of the funding will come from increased student enrollment in the new program and the related student tuition. It will not require a legislative request for additional funding.

- (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?

There are not currently federal grants, other grants, special fee arrangements, or contracts to fund the program. The potential for new federal funding is increases, as well as the potential for private contracts because the program will be linked to the Concussion Center which opened two years ago funded by private grants.



**APPENDIX A**

**Idaho State University  
Master of Science in Athletic Training  
Commission on Accreditation of Athletic Training Education (CAATE) Standards**



*Standards for the Accreditation of Entry-Level Athletic  
Training Education Programs*

© Commission on Accreditation of Athletic Training Education, rev'd 6-30-08



## ***Standards for the Accreditation of Entry-Level Athletic Training Education Programs***

The purpose of the Commission on Accreditation of Athletic Training Education (CAATE) is to develop, maintain, and promote appropriate minimum standards of quality of entry level Athletic Training education programs. CAATE is sponsored by The American Academy of Family Physicians, the American Academy of Pediatrics, the American Orthopaedic Society for Sports Medicine, and the National Athletic Trainers' Association (NATA).

The *Standards for the Accreditation of Entry Level Educational Programs for the Athletic Trainer (Standards)* are used to prepare entry-level athletic trainers. It is each institution's responsibility to demonstrate compliance with these *Standards* in order to obtain and maintain recognition as a CAATE-accredited Athletic Training Education Program (ATEP). A list of accredited programs is published and available to the public.

These *Standards* are to be used for the development, evaluation, analysis, and maintenance of ATEPs. The *Standards* also contain a glossary of terms used throughout the document; the definitions provided in the glossary must be applied as stated. Via comprehensive and annual review processes, CAATE is responsible for the evaluation of a program's compliance with the *Standards*. The *Standards* provide minimum academic requirements; institutions are encouraged to develop sound innovative educational approaches that substantially exceed these *Standards*.

### **Description of the Professional**

The Certified Athletic Trainer (ATC ®) works with physicians and other medical personnel, employers, patients, parents, guardians, and athletic personnel in the development and coordination of efficient and responsive health care delivery systems. Athletic trainers are integral members of the health care team in secondary schools, colleges and universities, professional sports programs, sports medicine clinics, corporate /industrial, and other health care settings.

The athletic trainer's professional preparation is based on the development of specified educational competencies and clinical proficiencies. Through a combination of formal classroom and clinical instruction and clinical experience, the athletic trainer is prepared to provide health care within each of the following content areas:

- Risk management and injury prevention
- Pathology of injuries and illnesses
- Orthopedic clinical examination and diagnosis
- Acute care of injury and illness
- Pharmacology
- Therapeutic modalities
- Conditioning and rehabilitative exercise
- Medical conditions and disabilities
- Nutritional aspects of injury and illness
- Psychosocial intervention and referral
- Health care administration
- Professional development and responsibility

### **General Requirements for Accreditation**

#### **Section A: Sponsorship**

- A1.** The sponsoring institution must be accredited by an agency recognized by the United States Department of Education or by the Council for Higher Education Accreditation.
- A2.** Sponsoring institutions must submit documentation that it is authorized, under applicable law or other acceptable authority, to provide a program of postsecondary education. Institutions outside of the United States must submit documentation that the institution is recognized and authorized by a national or international authority to provide a program of postsecondary education.

- A3.** Current formal affiliation agreement(s) or memorandum(s) of understanding must be developed and endorsed by appropriate administrative personnel from all institutions (i.e., bearing signature authority). The agreement must delineate responsibilities for:
- A3.1** program administration,
  - A3.2** instruction,
  - A3.3** supervision, and
  - A3.4** other functions as deemed appropriate by the sponsoring institution or the affiliate institution.
- A4.** Each affiliated clinical setting where students are assigned to a clinical instructor for student learning and/or clinical practice (excluding the ATEP sponsoring institution) must have an affiliation agreement. In the case where the administrative oversight of the clinical instructor differs from the affiliate site, formal agreements must be obtained from both parties.

## **Section B: Personnel**

### **B1. Program Director**

#### **B1.1 Requirements of the Position**

The program director must:

- B1.11** be a full-time position of the sponsoring institution,
- B1.12** have full faculty status, rights, responsibilities, and privileges as defined by institution policy and be consistent with other similar positions at the institution,
- B1.13** have programmatic administrative and supervisory responsibility recognized as a department assignment consistent with other similar assignments at the institution, and
- B1.14** have an amount of released/reassigned workload that is necessary to meet the administrative responsibilities of this assignment. This released/reassigned workload must be consistent with similar assignments at the institution.

#### **B1.2 Responsibilities of the Position**

The Program Director must have input to and assurance of the following program features:

- B1.21** organization and administration of all aspects of the educational program,
- B1.22** curricula planning and development,
- B1.23** fiscal and budgetary input and management as determined by the institution,
- B1.24** equitable distribution of educational opportunities at all clinical and classroom sites. This responsibility may be shared with a faculty member designated as a clinical coordinator; however, the Program Director has ultimate responsibility, and
- B1.25** recognizable institutional responsibility or oversight for the day-to-day operation, coordination, supervision, and evaluation of all components (academic and clinical education) of the ATEP.

#### **B1.3 Qualifications**

The Program Director must:

- B1.31** hold current national certification and be in good standing with the Board of Certification (BOC),
- B1.32** have a minimum of five years experience as a BOC-certified athletic trainer,
- B1.33** possess a current state athletic training credential for those states that require professional credentialing for athletic trainers, and
- B1.34** demonstrate teaching, scholarship, and service consistent with institutional standards.



**B2. Faculty and Instructional Staff****B2.1 Qualifications**

All faculty and instructional staff members assigned and responsible for the instruction of required coursework must be:

**B2.11** qualified through professional preparation and experienced in their respective academic areas as determined by the institution,

**B2.12** recognized by the institution as faculty or instructional staff, and

**B2.13** familiar with and incorporate the *Athletic Training Educational Competencies* as they pertain to their respective teaching areas.

**B2.2 Number**

There must be sufficient faculty and instructional staff to:

**B2.21** advise and mentor students,

**B2.22** provide oversight of program clinical education and experiences,

**B2.23** provide instruction and supervision on a regular planned basis, and

**B2.24** maintain student to faculty and instructional staff ratios to allow for educational classroom and laboratory instruction and evaluation as consistent with institutional practice.

**B3. Clinical Faculty and Staff****B3.1 Clinical Instructor Educator (CIE)**

A CIE must be:

**B3.11** recognized and designated by the institution as the CIE for the educational program,

**B3.12** BOC credentialed for a minimum of three years,

**B3.13** designated and authorized by the institution to oversee Approved Clinical Instructor (ACI) training, and

**B3.14** knowledgeable in the content areas required for the training of Approved Clinical Instructors (ACI).

**B3.15** If more than one individual is designated as the CIE for the educational program, then at least one of those individuals must be a BOC credentialed athletic trainer.

**B3.2 Approved Clinical Instructor (ACI) Qualifications**

An ACI must:

**B3.21** be credentialed in a health care profession (see glossary,

**B3.22** be an ATC ® or appropriately credentialed health care professional for a minimum of one year, and

**B3.23** not be currently enrolled in the entry level athletic training education program at the institution,

**B3.24** ACI training must include the following content areas:

**B3.241** learning styles and instructional skills,

**B3.242** review of the *Athletic Training Educational Competencies*,

**B3.243** evaluation of student performance and feedback,

**B3.244** instructional skills of supervision, mentoring, and administration,

**B3.245** program/institution-specific policies, procedures, and clinical education requirements,

**B3.246** legal and ethical behaviors,

**B3.247** communication skills,

**B3.248** appropriate interpersonal relationships, and

**B3.249** appropriate clinical skills and knowledge.

**B3.25** be trained/re-trained by the institution's CIE at least once every three years.

**B3.3 Approved Clinical Instructor (ACI) Responsibilities**

An ACI must function to:

**B3.31** provide instruction and/or evaluation of the *Athletic Training Educational Competencies*,

**B3.32** provide assessment of athletic training students' clinical proficiency

- B3.33** have regular communication with the appropriate ATEP administrator, and
- B3.34** demonstrate understanding of and compliance with the policies and procedures of the ATEP.

**B3.4 Clinical Instructor (CI) Qualifications**

A CI must:

- B3.41** be a credentialed health care professional (see glossary,
- B3.42** be appropriately credentialed for a minimum of one year. If a CI is credentialed for less than one year, the program must develop and document the implementation of a plan for supervision of that CI by an experienced credentialed CI that ensures the quality of instruction provided to the athletic training students.
- B3.43** not be currently enrolled in the athletic training education program at the institution.

**B3.5 Clinical Instructor (CI) Responsibilities**

A CI must:

- B3.51** supervise the students during clinical and/or field experiences,
- B3.52** have regular communication with the appropriate ATEP administrator, and
- B3.53** demonstrate understanding of, and compliance, with the policies and procedures of the ATEP.

**B3.6 Medical and Other Health Care Personnel**

There must be involvement of various medical and other health care personnel in formal classroom settings on a planned, annual, and continuing basis.

- B3.61** A minimum of two physicians (MD, DO) with differing specialties must participate in formal, scheduled classroom instruction that is a component of a required course(s).
- B3.62** A minimum of two allied health care professionals (refer to glossary) other than physicians, with differing specialties, with professional credentials other than, or in addition to, Certified Athletic Trainer must participate in formal, scheduled classroom instruction that is a component of a required course(s).

**B4. ATEP Medical Director**

The medical director must:

- B4.1** be an MD/DO who is licensed to practice in the state housing the ATEP, and
- B4.2** in coordination with the program director, act as a resource and expert for the medical content of the ATEP in both formal classroom and supervised clinical experiences.

**B5. Administrative and Support Staff**

- B5.1** Equitable professional clerical/secretarial and other support staff must be available to support program personnel comparable to that provided to similar academic programs in the institution.
- B5.2** Clerical/secretarial and other support staff must be sufficient to support the program's mission and goals.

**Section C: Resources**

**C1. Financial Resources**

- C1.1** The academic unit of the sponsoring institution must provide and manage adequate (as defined by C1.3), equitable and continuing resources necessary to operate an athletic training education program.
- C1.2** The ATEP budget must be consistent and comparable with other academic programs funded by the sponsoring institution.
- C1.3** Funding must be available for the following essential needs and functions:



- C1.31 expendable supplies,
- C1.32 capital equipment,
- C1.33 course instruction,
- C1.34 operating expenses, and
- C1.35 professional development.

## **Section D: Physical Resources**

### **D1. Facilities**

#### **D1.1 Physical facilities must include:**

- D1.11 classrooms that are consistent in size and quality with classrooms used for similar academic programs at the sponsoring institution,
- D1.12 laboratories that are consistent in size and quality with laboratories used for similar academic programs at the sponsoring institution,
- D1.13 clinical facilities that are consistent in size and quality with clinical facilities used for similar academic programs at the sponsoring institution, and
- D1.14 administrative offices must be provided for program staff and faculty on a consistent basis similar to other academic programs at the sponsoring institution.
- D1.2 An athletic training facility and other clinical settings must provide the primary setting(s) in which the clinical portion of the athletic training educational program is conducted.
- D1.3 The educational facilities for all instructional sites used for classroom and laboratory instruction must be equitable for students at each site; this includes distance or remote education sites.
- D1.4 Classroom and laboratories must have seating, lighting, heating/cooling, and ventilation that will provide an atmosphere to facilitate the learning process.
- D1.5 There must be designated space for confidential counseling of students by ATEP faculty.
- D1.6 There must be secure, private storage space for student files and records.

### **D2. Learning and Instructional Resources**

- D2.1 The number and quality of instructional aids must allow for learning, practice, and evaluation during formal instruction and the clinical practice components of the ATEP.
- D2.2 Instructional aids must be available to provide instruction and student practice of the clinical proficiencies and psychomotor competencies as identified in the *Athletic Training Educational Competencies*.
- D2.3 At all distance or remote education sites, learning and instructional equipment and supplies used for classroom and laboratory instruction and assessment must be comparable and equally accessible to all students.
- D2.4 At all distance or remote education sites, educational technology used for formal instruction and assessment must be comparable and equally accessible to all students regardless of location.

### **D3. Therapeutic Modalities and Rehabilitation Resources**

- D3.1 The therapeutic modalities and rehabilitation equipment, identified in the psychomotor and clinical proficiency sections of the *Athletic Training Educational Competencies*, must be available for formal instruction and practice.
- D3.2 Therapeutic modalities and rehabilitation equipment appropriate for clinical use must be available for clinical education purposes.
- D3.3 At all distance or remote education sites, all therapeutic modalities and rehabilitation equipment used for classroom and laboratory instruction and assessment must be comparable and equally accessible to all students regardless of location.

### **D4. First Aid and Emergency Care Equipment**

- D4.1 The first aid and emergency care equipment, identified in the *Athletic Training Educational Competencies*, must be available for formal instruction and practice.
- D4.2 First aid and emergency care equipment, appropriate to the emergency action plan of the clinical setting, must be available for clinical education purposes.



- D4.3** At all distance or remote education sites, all first aid and emergency equipment used for classroom and laboratory instruction and assessment must be comparable and equally accessible to all students regardless of location.

**D5. Library and other Information Sources**

- D5.1** Students must have reasonable access to the information resources needed to adequately prepare them to be entry-level professionals. This includes current editions of books, periodicals, and other reference materials in contemporary formats related to the programmatic goals.
- D5.2** At all distance or remote education sites, all library and other information resources used for classroom and laboratory instruction and student assessment must be comparable and equally accessible to all students regardless of location.

**Section E: Operational Policies and Fair Practices**

**E1. Program Admission and Advertisements**

- E1.1** Program admission criteria (E1.11-E1.13) must be clearly defined and published consistently in official institutional academic documents, handbooks, and/or other published and announced information sources. It is not necessary to have all information in all documents, but there must be appropriate reference to a publicly accessible document that includes all program admission criteria. Program admission criteria must include the:
- E1.11** technical standards,
  - E1.12** competitive admissions process, and
  - E1.13** transfer and retention policies.
- E1.2** Program admission criteria must be available to prospective and current students.
- E1.3** Program policies, procedures, and requirements must be accurate and consistent in all published and announced information sources (e.g., web-sites, catalogs, recruiting materials).
- E1.4** Announcements and advertising must accurately reflect current terminology of the profession and program offered (e.g., BOC, athletic training student, and the ATEP title of athletic training).
- E1.5** Student and faculty recruitment, student admission, and faculty employment practices must be non-discriminatory with respect to race, color, creed, gender, sexual orientation, age, disabling conditions (handicaps), and national origin and must be consistent with defined institutional policy.
- E1.6** Academic tuition, fees, and other ATEP required costs to the student must be made known to all applicants and current students in official institutional documents (e.g., published and announced information sources).
- E1.7** The institution must have a published procedure available for processing student and faculty grievances.
- E1.8** Policies and processes for student withdrawal and for refund of tuition and fees must be published in official institutional publications or other announced information sources and made available to applicants.
- E1.9** Policies and procedures governing the award of available funding for work-study, scholarship, or other funding opportunities must be accessible by all students.
- E1.10** Work-study, scholarship, or other funding opportunities must not require students to perform athletic training skills or services as a replacement of certified athletic training staff.
- E1.11a** The welfare of all athletic training students must be protected by liability insurance that can be documented through policy declaration pages or other legally-binding documents.

**Section F: Health and Safety**

- F1. A physical examination by a MD/DO/NP/PA must verify that the student is able to meet the physical and mental requirements - with or without reasonable accommodation - of an athletic trainer. This examination must include:
  - F1.1 a medical history,
  - F1.2 an immunization review, and
  - F1.3 evidence of a physical examination that is maintained by the institution in accordance with established confidentiality statutes.
- F2. Technical standards required for admission to the program must be clearly defined, published, and approved by appropriate institutional representatives having the authority to act on behalf of the institution; these requirements must be readily accessible to current and prospective students. Students who are unable to meet the technical standards and who require accommodations must attain verification by a physician or appropriate institution disability officer as defined by sponsoring institution policy.
- F3. Athletic training students must be officially enrolled in the clinical portion of the program, be formally instructed and formally assessed on athletic training clinical skills as part of a required course prior to performing those skills on patients.
- F4. An active communicable disease policy must be established, published in program documents that are accessible to current students, and enforced for ATEP students by program personnel.
- F5. Electrical modalities and electrical safeguards (e.g., GFIs) must annually pass safety inspections and be calibrated by a qualified technician at all clinical sites.
- F6. The students must comply with Occupational Safety and Health Administration or appropriate blood-borne pathogen procedures. Students must receive:
  - F6.1 formal blood-borne pathogen training before being placed in a potential exposure situation. This includes participation in all clinical settings and situations including the clinical observation portion of the clinical education experience (if applicable).
  - F6.2 annual education in pathogen and infection control,
  - F6.3 access to and utilize appropriate blood-borne pathogen barriers,
  - F6.4 access to and utilize proper sanitary precautions, and
  - F6.5 access to appropriate biohazard disposal equipment and procedures at each clinical site.
- F7. Students must have access to a written emergency action plan at each clinical site where assigned for clinical education.

#### **Section G: Student Records**

- G1. Student records must be maintained in a secure location(s), be accessible to only designated program personnel, and document the following:
  - G1.1 evidence of completion of published admission criteria,
  - G1.2 verification of all completed clinical experiences,
  - G1.3 student and ACI/CI signed clinical experience evaluations,
  - G1.4 completed clinical competencies and proficiencies including skill/technique acquisition and learning over time evaluations,
  - G1.5 completed and signed technical standards,
  - G1.6 written documentation of a physical examination, including immunizations, by a MD/DO, NP, or PA,
  - G1.7 remediation and disciplinary actions,
  - G1.8 appropriate academic progress (e.g., grade tracking/completion forms, advisement forms),
  - G1.9 written documentation of current first aid, CPR, and AED training consistent with the *Athletic Training Educational Competencies*, and
  - G1.10 written documentation of annual blood-borne pathogen training.



**Section H: Outcomes**

- H1.** Programs must routinely secure qualitative and quantitative data to determine the outcomes and effectiveness of the program. These outcomes must relate to the program's stated educational mission and goals and include measures related to didactic and clinical instruction, student learning (both clinical and didactic), and overall program effectiveness. The specific volume and nature of outcome information is influenced by the individual character of the institution and should be in keeping with other academic programs within the institution.
- H2.** There must be a comprehensive (master) assessment plan to evaluate all aspects of the educational program. Assessments used for this purpose may include, but are not limited to, clinical site evaluations, clinical instructor evaluations, completed clinical proficiency evaluations, academic course performance, employer and/or alumni surveys, senior exit evaluations, and BOC examination passing rates.
- H2.1** The evaluation plan must include, minimally, assessments that are designed to evaluate:
- H2.11** achievement outcomes relative to the educational mission and goals of the program,
  - H2.12** effectiveness of learning,
  - H2.13** quality of didactic instruction, and
  - H2.14** quality of clinical instruction.
- H2.2** The ATEP must provide data that demonstrates effectiveness as related to:
- H2.21** achievement of the programs educational mission and goals,
  - H2.22** effectiveness of learning,
  - H2.23** quality of didactic instruction, and
  - H2.24** quality of clinical instruction.
- H2.3** The program must document an ongoing plan for obtaining the outcome data delineated in H2.2
- H3** Programs that include distance education (i.e., online learning), or remote education components, must provide documentation of instructional effectiveness of any distance education or off-campus educational components in relation to the overall program and its impact on all students of the program of both on and off-site locations.

**Section I. Curriculum and Instruction**

- I1.** Description of the Program - The athletic training education program must be an undergraduate or graduate program that offers a major or graduate equivalent in athletic training. The undergraduate major or graduate major equivalent must be:
- I1.1** consistent with other majors offered within the institution,
  - I1.2** identified as an academic athletic training major program in institutional academic publications, and
  - I1.3** indicated on the official transcript of the student as is normally designated for other undergraduate majors or graduate major equivalents at the institution.
- I2.** Athletic training faculty and students must have a clearly written and consistent description of the academic curriculum available to them. This description must include:
- I2.1** program mission and goals,
  - I2.2** curriculum and course sequence,
  - I2.3** clinical education, and
  - I2.4** clinical and didactic requirements for completion of the major or graduate major equivalent.
- I3.** The content of the curriculum must include formal instruction in the expanded subject matter as identified in the *Athletic Training Educational Competencies*. Formal instruction must involve teaching of required subject matter with instructional emphasis in structured classroom and laboratory environments.



- 14. Clinical experiences must follow a logical progression that allows for increasing amounts of clinically-supervised responsibility. The clinical education plan must follow and reinforce the sequence of formal classroom and psychomotor skill learning.
- 15. Clearly written course syllabi are required for all courses that deliver content contained in the *Athletic Training Educational Competencies*. Syllabi must include:
  - 15.1 course title, number, and term,
  - 15.2 course instructor,
  - 15.3 learning objectives,
  - 15.4 specific evaluation criteria and weightings,
  - 15.5 objective course completion criteria, and
  - 15.6 daily/weekly topics in sufficient detail to determine course content relative to assigned competencies and clinical proficiencies.

#### **Section J: Clinical Education**

- J1. The athletic training curriculum must include provision for clinical experiences under the direct supervision of a qualified ACI or CI (see Section B) in an appropriate clinical setting.
  - J1.1 ACI or CI must be physically present and have the ability to intervene on behalf of the athletic training student to provide on-going and consistent education.
  - J1.2 The ACI or CI must consistently and physically interact with the athletic training student at the site of the clinical experience.
  - J1.3 There must be regular planned communication between the ATEP and the ACI or CI.
  - J1.4 The number of students assigned to an ACI or CI in the clinical experience component must be of a ratio that will ensure effective education and should not exceed a ratio of eight students to an ACI or CI in the clinical setting.
- J2. Clinical experiences must provide students with opportunities to practice and integrate the cognitive learning, with the associated psychomotor skills requirements of the profession, to develop entry-level clinical proficiency and professional behavior as an Athletic Trainer as defined by the *NATA Educational Competencies*.
- J3. Clinical experiences must be contained in individual courses that are completed over a minimum of two academic years.
  - J3.1 Course credit must be consistent with institutional policy or institutional practice.
  - J3.2 Courses must include objective criteria for successful completion.
  - J3.3 There must be opportunities for students to gain clinical experiences associated with a variety of different populations including genders, varying levels of risk, protective equipment (to minimally include helmets and shoulder pads), and medical experiences that address the continuum of care that would prepare a student to function in a variety of settings and meet the domains of practice delineated for a certified athletic trainer in the profession.
  - J3.4 Student clinical experiences must be conducted in such a way to allow the ATEP faculty/staff to regularly and frequently evaluate student progress and learning, as well as the effectiveness of the experience.
  - J3.5 The students' clinical experience requirements must be carefully monitored.
    - J3.51 The length of clinical experiences should be consistent with other comparable academic programs requiring a clinical or supervised practice component. Such policies must be consistent with federal or state student work-study guidelines as applicable to the campus setting.
    - J3.52 Consideration must be given to allow students comparable relief (days off) from clinical experiences during the academic year as compared to other student academic and student activities offered by the institution (e.g., other health care programs, athletics, clubs).



- J4. The clinical experience must allow students opportunities to practice with different patient populations and in different athletic or allied health care settings.
- J5. All clinical education sites where students are gaining clinical experience must be evaluated by the ATEP on an annual and planned basis.
- J6. At least 75% of the student's clinical experiences must occur under the direct supervision of an ACI or CI who is an ATC®.

### **Administering and Maintaining Accreditation**

#### **Section K: Program and Sponsoring Institution Responsibilities**

The policies and procedures described in Sections K through M are subject to change. Programs will be notified prior to any policy or procedural changes.

#### **K1. Accreditation**

Initial or continuing accreditation actions occur on cycles that are no longer than five years for initial accreditation and seven years for continuing accreditation. The initiation of an accreditation cycle requires a comprehensive review to determine compliance with the Standards.

##### **K1.1 Application for Accreditation**

Currently-accredited programs or those requesting initial accreditation review must apply for a comprehensive review for accreditation on or before June 1<sup>st</sup> or September 15<sup>th</sup> of the year preceding the end of their accreditation cycle. Application materials must include:

**K1.11** CAATE Application for Accreditation Services,

**K1.12** \$500 application fee, and

**K1.13** Comprehensive self-study report.

##### **K1.2 Accreditation Process**

**K1.21** Self-study documents submitted by an ATEP are reviewed by a designated Site Visit Team consisting of two qualified evaluators.

**K1.211** Failure to submit the required self-study documents within the designated time period will result in first a warning (30 days past deadline) for required submission, then revocation of accreditation at the end of the ATEP's accreditation cycle.

**K1.22** A site visit team is identified by CAATE and assigned to the accreditation review for the ATEP.

**K1.23** The site visit team, consisting of at least two member representatives of the professional groups comprising the accreditation commission, will be forwarded the self study materials to review and compare to the Standards in advance of the site visit.

**K1.24** The site visit team will coordinate a two or three day on-site visit that includes an agenda for visit on dates agreeable to both parties. In the event that not all courses have been or are being taught and/or not all clinical components implemented by the time of the site visit, the request for a comprehensive accreditation review will be denied.

**K1.25** Following the site visit, the Site Visit team will submit a preliminary report to a Review Committee team for review and assistance in consistent formatting.

**K1.26** The ATEP will receive a formal copy of the site visit team report and have 30 days to submit a rejoinder in response to the site visit team's findings to comment and provide clarification and/or additional data and correct factual errors.

**K1.27** The site visit team and the Review Committee will review the rejoinder and make comments and recommendations to CAATE for action.

**K1.28** Final accreditation action will be determined by CAATE, and the ATEP will be notified of that action.



- K2. Administrative Requirements for Maintaining Accreditation – Accreditation** bears with it certain institutional administrative responsibilities. Failure to meet any of the following administrative requirements may lead to administrative probationary action and ultimately to probation and the involuntary withdrawal of accreditation. Administrative probation is rescinded immediately upon the rectification and verification that all deficiencies have been corrected and/or that fees have been paid. To maintain accreditation, the following actions are required:
- K2.1** The Program must submit the *Self-Study* or, if requested, the required progress report within the timeframe determined by the CAATE based on the availability of specific documentation being requested.
  - K2.2** All CAATE-accredited programs must submit a self study and have an on-site review at least once every seven years.
  - K2.3** The institution's administration officials must inform CAATE of changes in all required Program personnel (e.g. Program Director, Clinical Instructor Educator, Medical Director) and/or Administrative personnel (e.g. President, Dean, Department Chair) within 30 days of the change.
  - K2.4** The sponsoring institution must inform CAATE of its intent to transfer program sponsorship in accordance with CAATE policy, including the completion of a new CAATE "Application for Accreditation Services" form. Applying for a transfer of sponsorship does not guarantee that transfer of accreditation will be granted.
  - K2.5** The program must pay CAATE fees within Net 60 days. Failure to submit payment will result in the program not being reviewed if applying for initial accreditation, or for continuing programs being placed on administrative probation.
  - K2.6** The sponsoring institution must inform CAATE in writing of any adverse decision affecting its institutional or state accreditation within 30 days of such action. Written notification must contain the administrative signature of the president/CEO.
  - K2.7** The sponsoring institution must inform CAATE in writing, within 30 days, of any intended substantive changes in the institution or program. Written notification must also contain an appropriate administrative signature of an administrator who has the authority to speak and act on behalf of the institution. Specific changes that must be reported include:
    - K2.71** institution's mission or objectives if these will affect the program,
    - K2.72** institution's legal status or form of control,
    - K2.73** degree or credential level,
  - K2.8 Annual Reporting Requirements**

The institution sponsoring the program must complete an annual report designed to document continued compliance with the Standards.

    - K2.81** An annual report must be submitted by the designated date.
      - K2.811** Failure to submit the annual report as required will result in administrative probation.
      - K2.812** Administrative Probation will be converted to Probation with a requirement for submission of additional materials, with the maximum penalty of a mandatory comprehensive review, if report is not received within sixty (60) days of the original submission deadline.
      - K2.813** Programs submitting annual reports after the deadline will be required to participate in the audit process.
    - K2.82** Institutions self reporting a non-compliance(s) with one or more Standard(s) will be required to submit additional documentation, as requested by CAATE, demonstrating current compliance.
    - K2.83** Additional materials may be requested as needed by CAATE for verification or clarification.
    - K2.84** Failure to demonstrate compliance with the Standards included in the Annual Report will result in accreditation action.
    - K2.85** Failure to self-report, or fail to truthfully self-report non-compliance with the Standards will result in probation.
    - K2.86** Yearly, ten percent of the annual reports will be randomly selected for a



comprehensive audit of the Standards examined in the Annual Report. Those programs submitting materials after the required deadline will be included in that 10% of programs audited

**K2.861** Failure to provide requested audit materials or discovery of a misrepresentation will result in probation.

**K2.9 Voluntary Withdrawal of Accreditation**

Any institution sponsoring a program may request a voluntary withdrawal of accreditation from CAATE at any time. To initiate a voluntary withdrawal the institution must notify the CAATE executive office in writing of its desire to discontinue the program's accreditation status. The notification must:

- K2.91** be signed by the president/CEO or an administrator who has the authority to speak and act on behalf of the institution,
- K2.92** indicate when the last class of students graduated or will graduate,
- K2.93** the desired effective date of the voluntary withdrawal, and
- K2.94** the location where all records for students who have completed the program will be kept.

**Section L: Accreditation Actions**

**L1. Initial Accreditation**

Initial accreditation refers to the first time a program receives accreditation through CAATE. The maximum length of initial accreditation is five (5) years.

**L2. Continuing Accreditation**

Accreditation status awarded to programs currently accredited by CAATE. The maximum length of continuing accreditation is seven (7) years.

**L3. Probation**

- L3.1** Probationary actions are levied on currently accredited programs that fail to maintain compliance with the Standards.
- L3.2** If the recommendation of the CAATE is probation, then the sponsoring institution is provided the opportunity to request reconsideration within 15 days of notification or to demonstrate compliance with the designated Standard(s) within a specified time.
- L3.3** Reconsideration of a recommendation for probationary accreditation is based on conditions existing both when the Commission arrived at its recommendation and on subsequent documented evidence of corrected deficiencies provided by the institution.
- L3.4** Failure to provide evidence documenting compliance with the designated Standard(s) may result in either a withdrawal of accreditation or require the submission of a comprehensive self-study and site visit at a time outside of the ATEP's normal accreditation cycle.

**L4. Administrative Probation**

- L4.1** Administrative probationary actions are levied on currently accredited programs that fail to follow administrative requirements of an accredited program.
- L4.2** Administrative probation may be converted to Probation within 60 days of non-response by the ATEP.
- L4.3** CAATE awards of Probationary Accreditation are final and are not subject to appeal. However, the sponsoring institution may voluntarily withdraw its application for accreditation anytime prior to CAATE's action for probation.

**L5. Withholding or Withdrawing Accreditation**

- L5.1** Before accreditation can be withheld or withdrawn, the CAATE must provide the sponsoring institution with the opportunity to request reconsideration within 15 days of notification. CAATE's reconsideration of a recommendation for

withholding or withdrawing accreditation is based on conditions existing both when the committee arrived at its recommendation and on subsequent documented evidence of corrected deficiencies provided by the institution. The sponsoring institution may choose to voluntarily withdraw its application for accreditation anytime prior to CAATE's final action.

- L5.2** CAATE decisions to withhold or withdraw accreditation may be appealed. A copy of the CAATE Appeals Procedures for Withholding or Withdrawing Accreditation is enclosed with the letter of notification of negative accreditation actions.
- L5.3** When accreditation is withheld or withdrawn, the sponsoring institution's chief executive officer is provided with a clear statement of each deficiency and is informed that if the institution chooses not to appeal that the institution may newly apply for accreditation once the program is believed to be in compliance with the accreditation Standards.

**L.6 Tabled Action**

On rare occasions, an accreditation action may be tabled to allow sufficient time for necessary documentation to be submitted. Tabled actions may not be used in situations where non-compliances with the Standards will negatively impact the students' education and/or health and safety.

**Section M: Inactive Programs**

- M1.** A program may request inactive status from CAATE for up to, but not exceeding, two years. No students may be admitted or enrolled currently in an inactive program.
- M2.** The institution is responsible to provide evidence that currently enrolled students have been notified of the inactive status and are still receiving the education delineated in the accreditation documents last received by CAATE.
- M3.** To reactivate a program, the institution must inform CAATE in writing of its intent to do so and complete a limited report documenting the current status of the program.
- M4.** The program and its sponsoring institution must continue to pay all required fees while inactive in order to maintain its accreditation status.
- M5.** A program that does not enroll students for more than two years is considered discontinued and will have its accreditation involuntarily withdrawn.

**Section N. Administration**

- N1.** All materials submitted to CAATE become the property of CAATE. Under no circumstances will property of CAATE be returned to an institution or to an individual.
- N2.** The policies and procedures of CAATE are not contained wholly in this Document may be found in the Policy & Procedure Manual which is available on the CAATE website. Those policies and procedures included in Sections K-N, like all CAATE policies and procedures, are subject to review and revision by CAATE. All currently-accredited programs will be notified of changes to policies and/or procedures that affect accreditation at the time of the change.
- N3.** All CAATE accreditation actions will be made available in a public forum and are required as part of the accreditation process.



**Athletic Training Standards Glossary**

<b>Ability to Intervene</b>	The CI or ACI is within the immediate physical vicinity and interact with the ATS on a regular and consistent basis in order to provide direction and correct inappropriate actions. The same as being "physically present."
<b>Academic Catalog/Bulletin</b>	The official publication of the institution that describes the academic programs offered by the institution. This may be published electronically and/or in paper format.
<b>Academic Plan</b>	The plan that encompasses all aspects of the student's academic classroom and clinical experiences.
<b>Adequate</b>	Allows for the delivery of student education that does not negatively impact the quality or quantity of the education. Same as sufficient.
<b>Administrative Support Staff</b>	Professional clerical and administrative personnel provided by the sponsoring institution. Professional clerical personnel may be supplemented, but not replaced, by student assistants.
<b>Affiliate (Affiliated Setting)</b>	Institutions, clinics, or other health settings not under the authority of the sponsoring institution but that are used by the ATEP for clinical experiences.
<b>Affiliation Agreement</b>	A formal, written document signed by administrative personnel, who have the authority to act on behalf of the institution or affiliate, from the sponsoring institution and affiliated site. Same as the memorandum of understanding.
<b>Allied Health Care Professional</b>	Chiropractor, Dentist, Registered Dietician, Emergency Medical Technician, Nurse Practitioner, Nutritionist, Paramedic, Occupational Therapist, Optometrist, Orthotist, Pharmacist, Physical Therapist, Physician Assistant, Podiatrist, Prosthetist, Psychologist, Registered Nurse or Social Worker who hold a current active state or national practice credential and/or certification in the discipline and whose discipline provides direct patient care in a field that has direct relevancy to the practice and discipline of Athletic Training. These individuals may or may not hold formal appointments to the instructional faculty. Same as other health care professionals. (12-7-07)
<b>Approved Clinical Instructor (ACI)</b>	An appropriately credentialed professional identified and trained by the program CIE to provide instruction and evaluation of the Athletic Training Educational Competencies and/or Clinical Proficiencies. The ACI may not be a current student within the ATEP.
<b>Appropriate Credential</b>	An appropriate credential refers to a practice credential (i.e. a state license, state certification or state registration) that is required for the individual to practice his/her specific health care or medical profession within the state housing the ATEP. Where indicated, an appropriate credential is a required qualification of the program director, the medical director, approved clinical instructor (ACI), and the clinical instructor (CI) regardless of whether the individual is currently practicing his/her profession.
<b>ATEP</b>	Athletic Training Education Program.



<b>ATEP Faculty</b>	BOC Certified Athletic Trainers and other faculty who are responsible for classroom or sponsoring institution clinical instruction in the athletic training major.
<b>Athletic Training Facility/Clinic</b>	The facility designated as the primary site for the preparation, treatment, and rehabilitation of athletes and those involved in physical activity.
<b>Athletic Training Student (ATS)</b>	A student enrolled in the athletic training major or graduate major equivalent.
<b>Clinical Coordinator</b>	The individual a program may designate as having the primary responsibilities for the coordination of the clinical experience activities associated with the ATEP. The clinical coordinator position is currently recommended, but not required by the Standards.
<b>Clinical Education</b>	The application of knowledge and skills, learned in classroom and laboratory settings, to actual practice on patients under the supervision of an ACI/CI.
<b>Clinical Experiences</b>	Those clinical education experiences for the Athletic Training Student that involve patient care and the application of athletic training skills under the supervision of a qualified instructor.
<b>Clinical Instruction Site</b>	The location in which an ACI or CI interacts with the ATS for clinical experiences. If the site is not in geographical proximity to the ATEP, then there must be annual review and documentation that the remote clinical site meets all educational requirements.
<b>Clinical Instructor (CI)</b>	An individual identified to provide supervision of athletic training students during their clinical experience. An ACI may be a CI. The ACI may not be a current student within the ATEP.
<b>Clinical Instructor Educator (CIE)</b>	The BOC Certified Athletic Trainer recognized by the institution as the individual responsible for ACI training. If more than one individual is recognized as a CIE for an ATEP, then at least one of those individuals must be a BOC Certified Athletic Trainer.
<b>Clinical Plan</b>	The plan that encompasses all aspects of the clinical education and clinical experiences.
<b>Clinical Ratio</b>	The ratio of ACI or CI to the number of athletic training students. The ratio is calculated for all students assigned to the instructor for the length of the experience or academic term. The ratio must not exceed eight students per instructor. If directed observation students are providing direct patient care or require supervision they must be included in this ratio.
<b>Communicable Disease Policy</b>	A policy, developed by the ATEP, consistent with the recommendations developed for other allied health professionals, that delineates the access and delimitations of students infected with communicable diseases. Policy guidelines are available through the CDC
<b>Contemporary Instructional Aid</b>	Instructional aids used by faculty and students including, but not limited to, computer software, AED trainers, and Epi-Pen trainers.
<b>Contemporary Information Formats</b>	Information formats used by faculty and students including electronic databases, electronic journals, digital audio/video, and computer software.
<b>Didactic Instruction</b>	See: Formal classroom and laboratory instruction.



<b>Direct Patient Care</b>	The application of professional knowledge and skills in the provision of health care.
<b>Direct Supervision</b>	Supervision of the athletic training student during clinical experience. The ACI and or CI must be physically present and have the ability to intervene on behalf of the athletic training student and the patient.
<b>Directed Observation Athletic Training Student</b>	A student who may be present in an athletic training facility, but not necessarily enrolled in the athletic training major, who is required to observe the practices of a Certified Athletic Trainer. This student may not provide direct patient care.
<b>Distance Education</b>	Classroom and laboratory instruction accomplished with electronic media with the primary instructor at one institution and students at that institution and additional locations. Instruction may be via the internet, telecommunication, video link, or other electronic media. Distance education does not include clinical education or the participation in clinical experiences. Same as remote education.
<b>Equitable</b>	Not exact but can be documented as comparable with other similar situations or resources.
<b>Expanded Subject Area</b>	Subject matter that should constitute the academic "core" of the curriculum. It must include, but not be limited to the following areas: assessment of injury/illness, exercise physiology, first aid and emergency care, general medical conditions and disabilities, health care administration, human anatomy, human physiology, kinesiology/biomechanics, medial ethics and legal issues, nutrition, pathology of injury/illness, pharmacology, professional development and responsibilities, psychosocial intervention and referral, risk management and injury/illness prevention, strength training and reconditioning, statistics and research design, therapeutic exercise and rehabilitative techniques, therapeutic modalities, weight management and body composition.
<b>Formal Instruction</b>	Teaching of required competencies and proficiencies with instructional emphasis in structured classroom and laboratory environment(s). Same as didactic instruction.
<b>Full-time Faculty</b>	Recognized by the sponsoring institution as a full-time member of the faculty with all responsibilities and voting privileges as other designated full-time faculty and documented in institutional faculty delineations.
<b>Funding Opportunities</b>	Opportunities for which students may participate for reimbursement, but that do not require the students to utilize athletic training skills, to replace qualified staff, and are not required of the academic program.
<b>General Medical Experience</b>	Clinical experience that involves observation and interaction with physicians, nurse practitioners, and/or physician assistants where the majority of the experience involves general medical topics as those defined by the Athletic Training Educational Competencies.
<b>Geographic Proximity</b>	Within a vicinity to allow for annual inspection, review, and documentation of meeting all academic requirements by the ATEP faculty/staff.



<b>Learning Over Time (Mastery of Skills)</b>	The process by which professional knowledge and skills are learned, integrated, and evaluated. This process involves initial formal instruction and evaluation of knowledge and skill as defined by the NATA Educational Competencies, followed by a time of sufficient length to allow for practice and integration of discrete knowledge and skill into a demonstration of comprehensive clinical (actual or simulated) proficiency. Clinical proficiencies must be evaluated by Approved Clinical Instructors (ACIs)
<b>Major</b>	In documents of the institution (catalogue, web pages, etc.) where majors are listed, athletic training must be listed as a major. The designation as a major must be consistent with institutional and system wide requirements.
<b>Master Plan</b>	The plan of the ATEP that encompasses all aspects of student education and learning in both the clinical and didactic settings.
<b>Medical Director</b>	The physician (MD or DO) who serves as a resource for the programs director and ATEP faculty regarding the medical content of the curriculum. The Medical Director may also be the team physician; however, there is no requirement for the Medical Director to participate in clinical education.
<b>Memorandum of Understanding</b>	See: Affiliation agreement.
<b>Other Health Care Personnel</b>	See: Allied health care personnel.
<b>Outcome Assessment Instruments</b>	The instruments used for program evaluations that are designed to collect data and feedback in regard to outcomes that relate to the ATEP mission, goals, and objectives of the program. Instruments also must be designed to collect data and feedback in regard to the effectiveness of program instruction relative to the Athletic Training Educational Competencies.
<b>Outcomes</b>	The effect that the ATEP has on the preparation of students as entry-level athletic trainers and the effectiveness of the program to meet its mission, goals, and objectives.
<b>Physical Examination</b>	An examination performed by an appropriate health care provider (MD, DO, PA, NP) to verify that the student is able to meet the physical and mental requirements (i.e., technical standards) with or without reasonable accommodation as defined by the ADA.
<b>Physically Interact</b>	See: Ability to intervene and physically present.
<b>Physically Present</b>	See: Ability to intervene.
<b>Physician</b>	A Medical Doctor (MD) as defined by the American Medical Association or a Doctor of Osteopathic Medicine (DO) as defined by the American Osteopathic Association.
<b>Pre-Professional Student</b>	A student who has not yet been admitted formally into the ATEP. May be required to participate in non-patient activities as described by the term Directed Observation Athletic Training

	Student.
<b>Professional Development</b>	Continuing education opportunities and professional enhancement, typically is offered through the participation in symposia, conferences, and in-services, that allow for the continuation of eligibility for professional credentials.
<b>Program Director</b>	The full-time faculty member of the host institution and a BOC Certified Athletic Trainer responsible for the administration and implementation of the ATEP.
<b>Remote Education</b>	See Distance education.
<b>Service Work</b>	Volunteer activities outside of the required clinical experiences (e.g., Special Olympics, State Games). If athletic training skills are part of this service work, then they must be supervised in those activities.
<b>Sponsoring Institution</b>	The college or university that awards the degree associated with the ATEP and offers the academic program in Athletic Training.
<b>Sufficient</b>	See: Adequate.
<b>Team Physician</b>	The physician (MD or DO) responsible for the provision of health care services for the student athlete. S/he may also be the medical director; however, this is not required by the Standards.
<b>Technical Standards</b>	The physical and mental skills and abilities of a student needed to fulfill the academic and clinical requirements of the ATEP. The standards promote compliance with the Americans with Disabilities Act (ADA) and must be reviewed by institutional legal counsel.



## APPENDIX B

**Idaho State University  
Master of Science in Athletic Training  
Admissions and Retention Policies and Criteria**

The Master of Science degree in Athletic Training is a limited-enrollment program. Applicants for admission are evaluated and ranked on the following criteria:

1. Application and acceptance by ISU Graduate School
2. Cumulative G.P.A. (minimum of 2.75)
3. GRE/MAT score (see guidelines below)
4. Successful completion of the following required prerequisite courses with a grade of "C" or better in each course:
  - a. Anatomy and Physiology (1 year equivalent)
  - b. Care and Prevention of Athletic Injuries (or equivalent)
  - c. Neuroscience (Preferred)
  - d. General Nutrition or Sports Nutrition
  - e. Exercise Physiology
  - f. Biomechanics
  - g. Sport Psychology (or other upper division Psychology course)
5. Evidence of current First Aid/CPR/AED for Health Care Provider certification
6. Statement of Personal Interest in Athletic Training
7. Two Letters of Recommendation (one must be from a faculty member)
8. Personal Interview

Applicants must also undergo a criminal background check and have current immunizations. Criminal background checks must be done through ISU Public Safety at the applicant's expense. Conviction of a felony or other serious offense will likely result in denial of placement for the clinical assignment, and consequently affect the student's standing in the program. Required immunizations include Varicella, MMR, Tuberculosis, Hepatitis BZ, DPT/Td, and Polio.

***Summary of Admission Process***

Invitations to apply to the Athletic Training Program will be two-fold: Students must apply and be accepted to ISU's Graduate School prior to departmental program faculty review. MSAT application materials will be available on ISU's MSAT program website. Candidates must submit to the MSAT Program Director the appropriate support documents. Each candidate's application materials will be reviewed by a committee consisting of the MSAT Program Director, the MSAT's Clinical Instruction Coordinator, and an additional faculty designee from the Department of SSPE. The evaluation process includes ranking the applicants with regard to criteria established above. Interviews will be scheduled with those students deemed to be worthy candidates for the MSAT program. Notification of acceptance into the program will be made by the MSAT Program Director once the evaluation and interview process is complete. Students must be enrolled full time and must begin coursework in the summer. Admitted students are required to begin their clinical experiences during the fall semester.

***Timeline for the process:***

- August 1 – March 1                      Application instructions and information available online
  - Student takes GRE or MAT
  - Student applies to ISU's College of Graduate Studies
  - Student submits to MSAT program two letters of recommendation, statement of personal interest in athletic training, proof of prerequisite coursework completed, proof of current First Aid/CPR/AED for Healthcare Provider certification.
- March 15 – 31                              Review of the candidates eligibility for the program
  - Faculty sifts through applicant pool

- Interviews conducted with prospective candidates
- Students will be notified of admission status
- April 1 Candidates are notified of program admission status
- Summer Session Program/Instruction begins

### **Advisement**

Upon approval of the student's application for graduate study, an advisor will be assigned. An advisor may be requested by the student, as can a change of advisor, by written request to the MSAT Program Director. The advisor works closely with the student to assist them in scheduling and verifying MSAT program requirements. Ultimately however, it is the student's responsibility to be sure that all MSAT program requirements are met. Contact your advisor upon admission.

### **Restricted Registration**

Any graduate student receiving a C+ or below in one graduate course during her or his MSAT program, whose GPA falls below 3.0, or who does not have an approved planned program of study may be automatically blocked from registering for additional courses. The student may petition the MSAT Program Director to have this block removed.

### **Classification of Graduate Students**

Consistent with ISU's Graduate School policy, *Classified Status* may be granted to graduates of accredited institutions who have earned the following:

GPA	STANDARDIZED TEST
3.5 to 4.000	No standardized test (GRE/MAT) required
3.0 to 3.499	Minimum: 40th Percentile on at least one area of the GRE or 40th Percentile on the MAT
2.5 to 2.999	Minimum: Combined Verbal and Quantitative (V + Q) score of 1000 on GRE or 45th Percentile on the MAT
Below 2.499	No Admission

*Unclassified Status* may be granted, on exception by faculty vote, to applicants holding a bachelor's degree who desire to take courses for graduate credit for personal or professional enrichment, but who do not want to pursue a graduate degree. There is no assurance that courses taken under unclassified status may be used later to satisfy degree requirements. Students may not take more than 9 credits without applying for classified status and must petition to transfer a maximum of 30% of credits from unclassified status to a degree program.

### **Grading**

A standard grading scale will apply:

- A: 93% +
- A-: 90%-92%
- B+: 87%-89%
- B: 83%-86%
- B-: 80%-82%
- C+: 77%-79%
- C: 73%-76%
- C-: 70%-72%
- D+: 67%-69%
- D: 63%-66%



D-: 60%-62%  
F: 59% or worse

A 3.0 GPA is required for any graduate degree or certification at Idaho State University. A grade of C+ or below is essentially failing at the graduate level.

### ***Semester Credit Limits***

The maximum number of credits obtainable in a semester is 16, including courses taken at the undergraduate level. In a summer semester, a student may earn a number of credits equal to the number of weeks enrolled plus two, and the total number of summer semester credits may not exceed 12 (e.g., a student taking classes for eight weeks may earn up to 10 credits). Exceptions must be approved by the MSAT Program Director, and communicated to the Graduate Dean. Graduate Assistants may register for no more than 12 credits per semester.

### ***Transfer Credits***

All graduate credits must be earned as Idaho State University resident credits except for the following: In all degree programs a total of nine semester credits may be transferred from an accredited institution. Transfer of residence credits from an accredited institution is acceptable only if the courses are specifically approved by the advisor on the planned program of study, and by the Graduate School Office AND the academic department of ISU when the final program of study is submitted. Official transcripts to be used for transfer of credits in a degree program must be IN the Graduate School office, with the Transcript Evaluator, before the final program of study and the application for a degree will be approved. Additionally, the final official transcript must be sent to ISU Graduate School for any credits earned outside of ISU before the degree will be posted.

### ***Graduate Standardized Test***

An Idaho State University requirement for all graduate degree programs is the satisfactory completion of the GRE or MAT exam. The Department of Sport Science and Physical Education requires all applicants to complete a Graduate Standardized Test with the exception of students with a GPA of 3.5 or better, based on the last 60± semester undergraduate credits (see page 1, Classification of Graduate Students).

### ***Program of Study***

A planned Program of Study (PPOS) form must be completed within the first four weeks of admission to the program and approved by the student's advisor. Registration may be blocked until completion and approval of the PPOS. A final Program of Study (FPOS) form must be completed the first four weeks of the semester immediately preceding the student's semester of intended graduation. The final Program of Study form lists all requirements that must be completed in order to receive the degree. Following approval of the final program of study, and proof of application to graduate (both to be completed the first four weeks of the semester preceding the student's semester of graduation), students may schedule their final exam the semester preceding the semester of expected graduation date.

### ***Capstone Project***

All MSAT students seeking a MSAT degree must complete a capstone project. This project may start no earlier than the final semester of coursework and must be completed within one calendar year. Topic approval must be gained from both the student's advisor and MSAT Program Director. Students are encouraged to work closely with their advisor to complete this requirement. Form and style MUST meet acceptable formal writing procedures as detailed in the PUBLICATION MANUAL OF THE AMERICAN PSYCHOLOGICAL ASSOCIATION (APA) 6th Edition. A manual for preparing thesis and dissertation work is available from the Office of Graduate Studies.

The MSAT student is responsible for organizing a three-member committee and obtaining the Graduate Faculty Representative (GFR). The student is responsible for coordinating and scheduling all committee meetings. A proposal meeting with all examining committee members is required before the capstone project can begin. All committee members are to receive a summary of the capstone project proposal a minimum of two weeks prior to



the proposal meeting. Final written papers of the project should be distributed to all examining committee members a minimum of four weeks before the scheduled defense (must be at least five weeks prior to graduation). If any member questions whether or not the substance or form of the project is adequate, the committee as a whole decides if the project is sufficiently prepared for final oral defense. The major advisor is responsible for reporting a final grade to the registrar for all prior project registrations of the candidate when the oral defense has been successful and when the finished project has been approved by the examining committee (see detailed timeline attached).

### ***Time Limits***

All credits applied towards a MSAT degree must have been taken within 8 years immediately prior to granting of the degree unless it can be shown that the course work taken more than 8 years earlier covers material that has not changed substantially during the intervening time or that the student has been able to remain current in the topics covered in the course. Evidence that the older course work is still appropriate must be supported and approved in writing by the student's advisor, MSAT Program Director, and SSPE department chair, and submitted with a petition to the Dean of the Graduate School. A Graduate Petition must be obtained, completed, and filed through the Graduate School. Graduate students who have been admitted to Graduate School may enroll for graduate classes by registration without further application activity if they enroll within two years from the beginning of the term for which they were accepted. Graduate students who fail to enroll during the two-year period, or more restrictive period of the department, must reapply for admission, and pay a processing fee. Graduate students who have not completed their thesis/capstone project by the end of their coursework must register for one or more graduate credits of thesis or independent project coursework during subsequent semesters, including each summer semester, until they have completed their degrees. Students who, for compelling reasons, wish to interrupt work on projects, theses, or dissertations may request, in writing, a leave of absence from the Graduate School. Graduate students who fail to meet the continuing registration requirement will be judged to have dropped out of their programs and will no longer enjoy access to university resources, including the library and computer facilities. In order to regain access to university resources, students will be required to reapply to the Graduate School and be readmitted. A corollary of this requirement is that a graduate student must be registered for at least one graduate credit in order to take a final oral examination or be processed for graduation. Any student who registers for the required credit and then subsequently drops the credit, will be considered in violation of this policy.

### ***National Board Certification and State Licensure***

In order to attain national board certification through the Board of Certification (BOC), an individual must graduate from an athletic training education program accredited by the Commission on Accreditation of Athletic Training Education (CAATE) with a Bachelor's or Master's degree and pass the BOC certification exam. Candidates who are enrolled in their final semester/quarter prior to graduation are eligible to sit for the BOC exam. Qualified candidates for the BOC certification exam must receive exam application endorsement by the recognized Program Director of the CAATE accredited program from which they earned or will earn their Bachelor's or Master's Degree. If the program is in the accreditation process, candidates must be enrolled in the program during the semester of the site visit. Additional fees will apply (payable to the BOC). Once a candidate's eligibility is approved, he/she will be notified via email and will be able to register for the exam when the exam registration window opens. Candidates have 1 year from their application approval date to register and pay for the BOC exam. If a candidate has registered for the final exam window prior to his/her expiration date, the candidate must sit during that exam window; rescheduling is not an option. Failure to register, pay and sit for the exam within this time frame will require submission of a new application and retaking the exam. When submitting a new application, candidates must satisfy the current eligibility and fee requirements. *Students who do not successfully pass the ISU MSAT program requirements will not be eligible to sit for their national board exams and, thus, will not be eligible for state licensure.* Athletic trainer licensure is required in 39 states, including Idaho, and registration and/or certification is required in 48 states. Only those candidates who pass the BOC exam are eligible to apply for state licensure. Applications for licensure may be obtained in Idaho through the office of the Idaho Board of Medicine. Additional fees apply (payable to regulatory board).



## APPENDIX C

Idaho State University  
Master of Science in Athletic Training  
Course Descriptions

**AT 66xx: FOUNDATIONS OF ATHLETIC TRAINING (3 credits)**

Survey of the profession of athletic training. Injury prevention, assessment, treatment, taping and rehabilitation of common athletic injuries will be presented. Lab included. (Summer)

**AT 66xx: PATHOPHYSIOLOGY AND GENERAL MEDICAL ASSESSMENT (3 credits)**

This course addresses current medical issues that pertain to athletic training and the physically active. Content includes sports pharmacology, physiological considerations, common illnesses and special concerns. Lab included. (Summer)

**AT 66xx: PHYSICAL ASSESSMENT OF THE LOWER EXTREMITIES (3 credits)**

Intense, in-depth study of the lower extremities including physical examination, injury recognition, treatment, taping, bracing, and foundations of rehabilitation. Lab included. (Fall)

**AT 66xx: PHYSICAL ASSESSMENT OF THE SPINE AND UPPER EXTREMITIES (3 credits)**

Intense, in-depth study of the trunk, head, face, and upper extremities including physical examinations, injury recognition, emergency treatment, taping, bracing, and foundations of rehabilitation. Lab included. (Spring)

**AT 66xx: THERAPEUTIC MODALITIES (3 credits)**

Analysis of the physiological response to injury and the effects of therapeutic modalities on athletic injuries. Lab included. (Fall)

**AT 66xx: CONDITIONING & THERAPEUTIC EXERCISE (3 credits)**

Development of proficiency in the theory, design and implementation of conditioning programs and instruction on the effective application of therapeutic exercise in order to achieve symptom free movement and function. Content includes basic principles of exercise, therapeutic effects of exercise, functional evaluation of performance, goniometric measurements, and manual muscle testing. Lab included. (Spring)

**AT 66xx: TRAUMATIC BRAIN INJURY AND NEUROLOGICAL ASSESSMENT (3 credits)**

Comprehensive examination of sport-related traumatic brain injury. Includes neurological assessment and rehabilitation methods. Lab included. (Fall)

**\*PE 6645: ORGANIZATION AND ADMINISTRATION OF ATHLETIC TRAINING PROGRAMS (3 credits)**

This course is designed to expose students to the organization and administration concepts of athletic training. Content includes management, leadership, legalities, historical perspectives, motivation and technology. (Spring)

**\*PE 6640 or MPH 6640 or EDUC 6601 RESEARCH AND WRITING (3 credits)**

Identification and application of basic research methods used in athletic administration, public health or education. *Prerequisite:* Statistics course. (Fall)

**AT 66xx PROFESSIONAL ISSUES IN ATHLETIC TRAINING (3 credits)**

This course is designed to various professional issues involved with athletic training in a topical format in order to develop a holistic understanding of the profession. Content includes topics such as psychosocial issues, cultural competence in healthcare delivery, performance enhancement, job seeking, exam preparation, and continuing professional development. (Spring)

**PE 6651 MASTER'S PROJECT (3 credits)**

Capstone project to culminate learning experiences consisting of a presentation (written and oral) and defense of a case study before an examining committee. (Fall/Spring/Summer)

**AT 66xx: CLINICAL EXPERIENCES IN ATHLETIC TRAINING I (3-6 credits)**

Clinical experiences in athletic training. (Fall)

**AT 66xx CLINICAL EXPERIENCES IN ATHLETIC TRAINING II (3-6 credits)**

Clinical experiences in athletic training. (Spring)

**AT 66xx: CLINICAL EXPERIENCES IN ATHLETIC TRAINING III (3-6 credits)**

Clinical experiences in athletic training. (Fall)

**AT 66xx: CLINICAL EXPERIENCES IN ATHLETIC TRAINING IV (3-6 credits)**

Clinical experiences in athletic training. (Spring)

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\* denotes existing course. Course name and description change will be necessary.



**APPENDIX D**

**Idaho State University  
Master of Science in Athletic Training  
Letters of Support**



**Department of  
Sport Science and  
Physical Education**

**College of  
Education**

921 South 8th Avenue,  
Stop 8105  
Pocatello, Idaho  
83209-8105

September 14<sup>th</sup>, 2011

Dr. Barbara Adamcik  
Interim Provost, Idaho State University  
Administration Building 106, Stop 8063  
Pocatello, ID 83209

Dear Dr. Adamcik,

I am writing to ask for your assistance in forwarding the NOI for the Master's Program in Athletic Training proposed by the College of Education onto the State Board of Education for consideration at the October meeting. We are requesting that this NOI go forward at this time because we would like to start this program in the fall of 2012.

Advertising for a faculty position for this start date is contingent upon State Board of Education approval.

While the University of Idaho is starting a similar program in 2012, we feel there are several distinct differences between the program at UI and our proposal at ISU. Among them are the delivery method, the target audience, the curriculum emphasis, the clinical placement model, and the fee structure. In addition, UI's program concentration is on "lower extremity biomechanics and translating research to practice", whereas ISU's program concentration is on traumatic brain injury and concussion in sport and on the design of safe and effective strength and conditioning programs.

This proposed program will address the demonstrated need for certified athletic trainers in East Idaho, in particular by encouraging athletic trainer placement in the secondary school setting.

Thank you for your consideration,

Deborah Hedeem, Ph.D.  
Dean, College of Education  
Idaho State University

Karen M. Appleby, Ph.D.  
Associate Professor and Department Chair  
Sport Science and Physical Education  
Idaho State University

August 16, 2011

Deborah Hedeem EdD  
Dean, College of Education  
Idaho State University  
Pocatello, ID 83209

Dear Dr. Hedeem,

I received a request from Dr. Caroline Faure, Assistant Professor of Sport Science and PE, to provide a letter of support to accompany an NOI to initiate a new academic degree program at ISU titled, MASTER OF ATHLETIC TRAINING. I'm in my fourth year as Chair of the Kinesiology Department here at Boise State and from 1980 to 1997 I served as the Athletic Training Education Program (ATEP) Director. I have also served with the Idaho State Board of Medicine as the Chair of the Board of Athletic Trainers. I call these things to your attention simply to provide some background and context for my comments supporting Dr. Faure's NOI.

Presently there are two entry-level ATEPs in Idaho, one at the University of Idaho, Moscow campus and the other here at Boise State. Both of these programs are at the baccalaureate level and likely serve a student population within the geographical services areas of each institution. Given the significant geographical separation between the campuses of our respective institutions (BSU, ISU, and U of I) I do not perceive any issues with respect to duplicative programs competing for the same population of students in the foreseeable future. It is my understanding that the U of I has submitted an NOI to create an entry-level masters degree ATEP although it is presently unclear as to when that program will be available. It is also my understanding that program will be delivered online and be self-support. While I appreciate the advantages of an online degree for both the students and the sponsoring institution, I do have some concerns with that model as students apparently can be located virtually anywhere with Internet access and participate in the program. That said, as the current BSU ATEP is an entry-level BS program, we are NOT directly competing for students with the proposed program at the U of I. This is also the case with the program being proposed by Dr. Faure at ISU in that the program is at the MS level and again, will NOT be competing directly with our service area for students.

I think it is also critical to know that Dr. Faure has established a reputation at ISU for scholarship in the area of sport and activity related concussion. Her work in this area is nationally recognized and it is my understanding, given the suggested curriculum for the proposed program, that concussion management will be an important component in the new program. As such, these graduates will be uniquely qualified to return to their clinical careers with "value-added" skills in the prevention, identification, and management of head injury in sports. This is a major issue within the sports medicine community and the proposed program is poised to serve a major niche' in this emerging field of study.

In the spirit of full-disclosure, I would be remiss if I did not convey to you that we are currently engaged in a full review of our ATEP with the goal of making decisions regarding its future form, to include identification of the most appropriate degree level. In the event that we determine that we also wish to pursue an entry-level masters degree ATEP at some point in the future, I do not see it in direct conflict with a similar program at ISU. As stated previously in this letter, given our geographic relationship with ISU, I don't believe we will be competing for the same students and therefore, in that respect, we won't represent duplicative academic programs.

In summary, I fully support your efforts to initiate a new academic program, i.e, MASTER OF ATHLETIC TRAINING and I do not see it as duplicative in Southern Idaho. Further, I believe with the current program recognition at ISU for scholarship and community engagement in the area of concussion management in sport and activity, you are well positioned to fill an important niche' in the sports medicine field.

Kind regards,

Ronald P. Pfeiffer, EdD, LAT, ATC  
Professor and Chair  
Department of Kinesiology  
Boise State University





December 20, 2010

To whom it may concern:

I write this letter of recommendation on behalf of the Idaho State University Department of Sport Science and Physical Education (SSPE) program. As the SSPE program moves forward in their bid process towards establishing a Master of Science in Athletic Training (MSAT) program I wish to pledge the full support and willingness of the Idaho State University Department of Athletics in the implementation of this program. In so doing we pledge to provide clinical experiences for students and the sharing of resources by way of our own athletic trainers through observation and assistance with student-athlete injuries, utilization of training rooms and equipment in training rooms during clinical experience, etc.

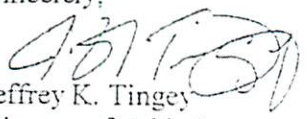
The ISU Athletic Department currently employs four athletic trainers and one graduate assistant athletic trainer. Graduates from Idaho State University's MSAT program would be highly qualified applicants for our own positions and others within the region as they come open. In addition to this, students in the MSAT program, while being supervised by the athletic trainers, could provide valuable assistance to the Idaho State University sports medicine staff as part of their curricular process, thus gaining valuable hands-on experience while learning.

The student-athlete concept is the guiding principle of the Department of Athletics at Idaho State University. Given the high media visibility of athletics and athletes, a successful program presents a positive image of the University to the regional community through its student-athletes. The success of the program is to be measured by the performance of its student-athletes and staff in their academic and athletic pursuits, both in their years at Idaho State University and further, their contributions to society. A successful and well-run athletic training program plays a key role in the health and performance of student-athletes for both their academic and athletic pursuits. The Master of Science in Athletic Training program at Idaho State University would further the student-athlete concept not only at Idaho State University but at other schools nationwide.

As such I wish to endorse the Idaho State University SSPE program in its bid for this program.

If you have any additional questions please feel free to contact me at your convenience.

Sincerely,

  
Jeffrey K. Tingey  
Director of Athletics

Idaho State University  
(208) 282-4068  
[tingieff@isu.edu](mailto:tingieff@isu.edu)

Bengal Foundation  
Campus Box 8173  
Catallo, Idaho 83209-8173

(208) 282-2397  
(208) 282-4089 FAX

ISU is An Equal Opportunity Employer



University of Idaho  
Department of  
Athletics

One-ASU Activity Center

P.O. Box 442302

Idaho ID 83844-2302

Phone: 208-885-0200

Fax: 208-885-2682

Website: 1-888-88-UIDA-ID

www.uidathletics.com

Men's Basketball:

208-885-0275

Women's Basketball:

208-885-0275

Cross Country:

208-885-0210

Football:

208-885-0275

Golf:

208-885-5244

Soccer:

208-885-5047

Swimming:

208-885-0285

Tennis:

208-885-0247

Track/Field:

208-885-0251

Volleyball:

208-885-0238



NAC Education Program  
with the University of  
Idaho is a National  
State Union Employer  
Accredited Institution

December 1, 2009

Caroline "Smitty" Faure, EdD; ATC  
Assistant Professor of Sport Science and PE  
Idaho State University STOP 8105  
Pocatello, ID 83209  
(208) 282-4085

Dr. Faure

The purpose of this letter is to document my support of your efforts to establish a MASTER OF ATHLETIC TRAINING entry level Athletic Training Education Program at Idaho State University.

It has been my honor to have worked for the state of Idaho at the University of Idaho since July of 1985 as the Head Athletic Trainer. During that time, we have sent many individuals into the work force in the state, region, and nationally. I have also had the opportunity to serve on the Board of Directors of the National Athletic Trainers Association and experienced firsthand the changes in the education and professional development of athletic trainers. Due to the education reform undertaken by the NATA in the 80's and 90's, there is a gap that needs to be filled. There are students who every year come to the realization that a career in athletic training is something they would like to pursue, but are unable to go back and start over in an undergraduate program, or are engaged in activities during their undergraduate time (ie athletics) that does not allow them the time to be involved in an intensive program that is 2 or 3 years long. It is my opinion, a 2-year GRADUATE program aimed at Entry Level Certification is something that fills the gap.

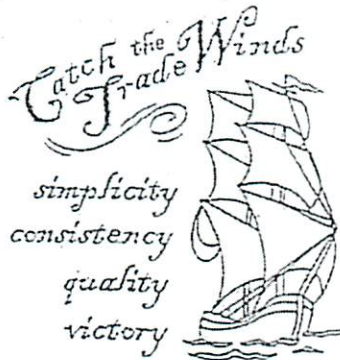
I do not believe that there would be competition between our two institutions since we currently have an undergraduate program and yours would be at the graduate level. Even if we moved up to a graduate program, I think our recruiting areas are different enough that it would not be conflict.

It is my sincere hope that you are successful in this endeavor, not only for the state of Idaho, but for our profession as well.

Yours in Athletic Training

Barrie Steele, MS, LAT, ATC  
Director of Athletic Training Services





## BLACKFOOT SCHOOL DISTRICT NO. 55

270 East Bridge Street, Blackfoot, ID 83221  
Phone (208) 785-8800 Fax (208) 785-8809  
Web Site: [www.d55.k12.id.us](http://www.d55.k12.id.us)

March 19, 2008

To Whom It May Concern:

I recently heard Idaho State University's Department of Sport Science and Physical Education is investigating the possibility of adding an athletic training education program emphasis. I am writing to show my support of this program.

As you may be aware, athletic trainers are members of an allied health profession who specialize in the care, prevention, and rehabilitation of athletic injuries. As school leaders, it is our responsibility to establish a standard of care in an effort to protect our students from a risk of harm. While nothing can be done to entirely eliminate potential risks, the presence of athletic trainers can help us minimize the risks inherent in athletic settings. Athletic trainers cannot only help to protect the kids, they can also be a valuable tool in helping to educate our coaches, parents, and athletes on injury prevention and care.

I am sure you know that athletic trainers must be licensed to practice in the state of Idaho. However, because we do not have an accredited educational program on this side of the state, there is a significant shortage of available, qualified candidates to hire. Adding an athletic training program at Idaho State University will undoubtedly ease the situation and provide us, school leaders, with possible solutions.

Thank you for your consideration of adding an athletic training education program. If there is anything else I can do to help guide the construction of this program, please feel free to contact me.

Sincerely,

Dr. Scott L. Crane  
Superintendent of Schools

mac  
pc: Dr. Caroline Faure  
File

### BOARD OF TRUSTEES

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### ADMINISTRATIVE OFFICES

Dr. Scott L. Crane  
Superintendent of Schools

Chad R. Struhs  
Assistant Superintendent

Patricia Farmer  
Director - Student Support Services

Caroline Faure, EdD; ATC-L  
Idaho State University

A major in Athletic Training at ISU is needed, has been needed for a number of years. In speaking for Bingham County alone, the number of athletes participating in high school sports exceeds the ability of local coaches to properly care for them. The local clinics and hospitals generally do not have the staff nor the time to put toward proper care and follow up in injuries.

The advent of a local program would be a tremendous benefit for all surrounding communities. It could serve as a resource for information, and as a training ground for student trainers. Blackfoot has around 400 students involved in sports with Snake River 300, Firth 100, and Shelly 300. With Bingham Memorial Hospital hiring Kody Giles in their Physical Therapy Dept. we have a Certified Trainer for this area, but that is not enough to help all athletes in this area.

Please let me know what I can do to promote this program, it would be fantastic for Southeast Idaho.

Mike Torgerson  
Sports Medicine Teacher  
Blackfoot High School





CENTURY HIGH SCHOOL  
7801 DIAMONDBACK DR. POCA TELLO, ID 83204  
PHONE: 208-478-6863 FAX: 208-478-6870

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September 15, 2010

Dr. Caroline Faure'  
Department of Sport Science and PE  
Idaho State University  
STOP 8105  
Pocatello, ID 83209

Dear Caroline,

This letter is in reference to the proposed Athletic Training Program at Idaho State University. I have been an athletic trainer and sports medicine instructor in Pocatello/Chubbuck School District #25 for 29 years and feel strongly about the need for an athletic training program at ISU.

There are currently 2,600 students in the three SD #25 high schools and 460 of them are involved at various levels in the Gateway Medical Academy (GMA). The GMA orients and prepares high school students for entry-level work in the health care industry and/or matriculation into college programs. The vast majority of the students in our program are interested in careers in sports medicine. This year I have 52 students in three sports medicine classes. These students come from all three of Pocatello's high schools. If any of these students wish to continue in this field and if they want to stay in Idaho they would have to attend BSU or U of I. However, because most of these students have a strong desire to attend ISU and because there is no Athletic Training program at ISU, they are forced to change their educational interests. To have a local university program that I could send students into would not only be a huge boost for my program it would also provide a steady stream of candidates for your program.

In Eastern Idaho there is a dramatic shortage of athletic trainers. Having this program in our 'backyard' would begin to solve many of the issues that prevent school districts from hiring athletic trainers for their buildings. I am very excited about the prospect of an athletic training program at ISU and what enormous impact it would provide to Eastern Idaho. I would be anxious to help you as you develop this program.

Sincerely,

Brent Faure' MPE, ATC-L, EMT Instructor  
Century High School

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WHITWORTH  
AN EDUCATION OF MIND AND HEART

September 20, 2009

Caroline "Smitry" Faure, EdD; ATC  
Assistant Professor of Sport Science and PE  
Idaho State University STOP 8105  
Pocatello, ID 83209

Dr. Faure,

This letter is to offer encouragement and support for you and your colleagues at Idaho State University as you consider developing an Entry Level Masters in Athletic Training Program. I am currently the undergraduate Athletic Training Program Director at Whitworth University in Spokane Washington. There are typically 5 - 6 students annually that I would refer to a program like this if there were one in our area. Currently there are only 2 that I know of (Billings and Weber State) in the West/Northwest. One of those has had questionable stability because of lack of administrative support and the other is a brand new program. Because ISU is charged with preparing health care workers for the state, a program of this nature fits perfectly with that mission.

From my experience as a program director for over 20 years, I believe that the program that you are proposing would attract an adequate student enrollment to be financially viable. I base that statement on my experiences as a consultant on AT program development and have seen similar programs throughout many parts of the country. I anticipate that you would attract a number of former student athletes that want to pursue AT as an undergraduate, but instead chose to focus on being an athlete. Many of those people are great students and would bring a maturity and enthusiasm to the learning environment that would be very positive to be a part of. If you have any questions or need more information from me, please feel free to contact me at your convenience.

Sincerely,

Russ Richardson EdD, ATC  
Director NWATA - District 10  
ATEP Program Director  
Whitworth University  
Spokane, WA 99251-2501  
509-777-3244



## Eastern Idaho Professional -Technical Education

3497 N. Ammon Road Idaho Falls, Idaho 83401 (208)525-4400 Fax (208)529-0104

To Whom it May Concern:

I am writing to give my support to Idaho State University's intention to start a Master of Athletic Training Program through the Department on Sport Science and Physical Education. As a secondary professional-technical administrator I have experienced a great need in the last few years for licensed athletic trainers for both teaching positions and support personnel for our athletic teams.

Through my past three years in this position I have had a need for four athletic trainers at various positions in the two large districts that I work with. We have only been able to fill two of those positions, and both came from outside of the state of Idaho. One of those people have now left, and we only have one of four positions filled. This has not only caused our athletes to not receive the care that they need on and off the field, but has also caused one district to no longer offer a sports medicine program at two of our high schools. Even with state budget cuts this year the district would have kept that program if we could have found a qualified applicant.

Not only would I like to show my support for this program in word, but I would also like to offer this program a training ground to work with our students and student athletes for practical experiences. I would like to set up a partnership for students in the Idaho Falls area to come work with our students while they are still in school to help them get the hands-on experience that is so greatly needed in this type of program. I am excited that Idaho State University is considering this program, and would like to be involved in any way that is needed. Please contact me if you have any questions.

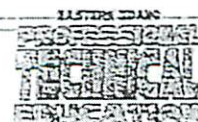


Craig Miller M. Ed.

PTE Coordinator School Districts 91 & 93



Idaho Division of  
Professional-Technical  
Education



11-11-10

To Whom It May Concern:

My name is Aralee Smith and I am a senior in the Physical Education Department here at Idaho State University (ISU). I am on schedule to graduate in May of 2011 with my Bachelor's degree in Physical Education with an emphasis in Sports Management. After I graduate I hope to pursue my Master's degree in Athletic Training.

I originally came to ISU in 2006 on an athletic scholarship for women's basketball. This opportunity led to much more than just being an athlete on the ISU campus. Taking that scholarship led to the forming of lifelong relationships with my fellow students and professors, a unique bond with the Pocatello community, and a genuine love for ISU.

I am writing this letter because I want to further my education at ISU. I do not want to lose all of the wonderful things I have gained from being a part of this university. With that being said, the Master's program that I want to pursue is currently not offered at ISU. When I heard about the possible emergence of an Athletic Training Graduate Program, I was thrilled. I believe that an Athletic Training Graduate Program will be an asset to ISU. I believe that Athletic Training is an interest of many of the students in the Physical Education Department and that if this program is granted; it will aid in the future success of those students. If this graduate program is accepted by the State Board of Education I would like to be one of the first students to apply. Thank you for taking the time to read this letter. I am excited about the possibility of furthering my education at ISU and I hope to see this program added.

Sincerely,



From: Brian Schow <blinksnow@yahoo.com>  
 Subject: athletic training program  
 Date: January 12, 2010 10:12:55 AM MST  
 To: laurcaro@lsu.edu

My name is Brian Schow and I work at Hillcrest Highschool as their athletic trainer. right now I am working after school during practices and am going to games. I would like to be able to teach the sports medicine classes but the state board of medicine will not let me until I have my ATC certificate. several years ago when BYU Idaho was still Ricks college I was doing the sports medicine program and working as a student trainer traveling with the different sports teams. when they decided to get rid of their sports teams they also stopped offering the program that I was in. because I was married and had a business with my wife we needed to stay in the area so I decided not to move therefore I did not continue in a sports med program. Because they lost all of their student trainers to different schools they kept me on to train new student trainers who would be working in their inter mural program. most of my training as an athletic trainer comes from hands on experience working with Nate Yearsley who retired when they did away with the sports programs and with Jodi Howard who is still working for the college. My business has slowed down a lot the last couple of years and I have realized that I need to get back into something that would be more stable. I do have my bachelors degree in Horticulture but I really want to be able to teach at a high school level and I really want to go back to doing sports medicine because I love it so much.

I would be very interested in doing a program that would help me get my athletic trainer certification. If I had to wait two years that would be fine, but I was wondering about the current programs that are in place. would I need to enroll as a full time student? Or could I take a few classes at a time? Could I just take the core classes where I already have a bachelors degree?

thank you for taking the time to answer my questions.

Brian Schow  
 313-5682



## APPENDIX E

**NATIONAL ATHLETIC TRAINERS' ASSOCIATION  
2008 SALARY SURVEY RESULTS**  
*Source: NATA News (2011, November)*

<b>Salary by Degree</b>		
Degree	2011 Average Salary	2008 Average Salary
Bachelor's	\$46,176	\$39,096
Master's	\$51,144	\$44,707
Doctorate	\$76,262	\$65,333

<b>Salary by District</b>			
District	2011 Average Salary	2008 Average Salary	2005 Average Salary
Nationwide	\$51,483	\$44,235	\$40,543
District 1	\$51,886	\$44,612	\$42,274
District 2	\$55,613	\$46,499	\$40,585
District 3	\$48,303	\$43,688	\$39,475
District 4	\$49,924	\$43,246	\$40,060
District 5	\$46,474	\$39,761	\$37,844
District 6	\$57,647	\$48,929	\$45,013
District 7	\$50,886	\$42,401	\$40,480
District 8	\$59,300	\$52,667	\$46,244
District 9	\$49,330	\$42,460	\$39,155
District 10	\$48,441	\$40,783	\$38,656

<b>Salary by Years of Experience</b>		
Years of Experience	2011 Average Salary	2008 Average Salary
0 - 1 Year	\$34,623	\$29,749
1 - 5 Years	\$37,106	\$34,436
5 - 10 Years	\$44,505	\$41,677
10 - 15 Years	\$54,012	\$49,238
15 - 20 Years	\$62,143	\$53,498
20 - 25 Years	\$66,030	\$59,688
25 +	\$75,202	\$63,409

**BUREAU OF LABOR  
STATISTICS AND PROJECTIONS ON ATHLETIC TRAINING**

Occupational Title	SOC Code	Employment 2008	Projected Employment 2018	Change 2008-2018 Number	Change 2008-2018 Percent
Athletic Trainer	29-9091	16,300	22,400	6,000	37

**Detailed Statistics:**

Employment by industry, occupation, and percent distribution, 2008 and projected 2018.

29-9091 Athletic trainers

(Employment in thousands)

Industries with fewer than 50 jobs, confidential data, or poor quality data are not displayed

Industry	2008			2018			Percent change	Employment change
	Employment	Percent of ind	Percent of occ	Employment	Percent of ind	Percent of occ		
TOT001 Total employment, all workers	16.3	0.01	100.00	22.4	0.01	100.00	36.95	6.0
WSE100 Total wage and salary employment	16.2	0.01	99.31	22.2	0.01	99.36	37.02	6.0
WSE110 Wage and salary employment, except agriculture, forestry, fishing, hunting, and private households	16.2	0.01	99.31	22.2	0.01	99.36	37.02	6.0
610000 Educational services, public and private	6.4	0.05	39.00	7.9	0.05	35.11	23.30	1.5
611000 Educational services, public and private	6.4	0.05	39.00	7.9	0.05	35.11	23.30	1.5
620000 Health care and social assistance	6.1	0.04	37.58	9.3	0.04	41.57	51.52	3.2
621000-3000 Health care	6.1	0.04	37.54	9.3	0.05	41.54	51.52	3.2
621000 Ambulatory health care services	3.3	0.06	20.05	5.8	0.08	25.90	76.95	2.5
621100-300 Offices of health practitioners	3.1	0.08	18.82	5.4	0.11	24.33	77.05	2.4
621100 Offices of physicians	0.9	0.04	5.25	1.4	0.05	6.18	61.20	0.5
621300 Offices of other health practitioners	2.2	0.35	13.37	4.0	0.45	17.94	83.77	1.8
621340 Offices of physical, occupational and speech therapists, and audiologists	1.8	0.71	10.84	3.4	0.86	15.04	89.97	1.6
621400, 500, 900 Outpatient, laboratory, and other ambulatory care	0.2	0.02	1.22	0.4	0.03	1.57	75.42	0.2
621400 Outpatient care centers	0.2	0.04	1.14	0.3	0.05	1.50	79.23	0.1
622000 Hospitals, public and private	2.8	0.05	16.94	3.4	0.05	15.09	21.98	0.6
710000 Arts, entertainment, and recreation	3.2	0.16	19.37	4.3	0.19	19.36	36.90	1.2
711000 Performing arts, spectator sports, and related industries	0.8	0.19	4.63	1.0	0.22	4.61	36.52	0.3
711200 Spectator sports	0.7	0.58	4.58	1.0	0.70	4.57	36.63	0.3
713000 Amusement, gambling, and recreation industries	2.4	0.17	14.74	3.3	0.20	14.75	37.01	0.9
713900 Other amusement and recreation industries	2.4	0.21	14.74	3.3	0.25	14.75	37.01	0.9
713940 Fitness and recreational sports centers	2.2	0.43	13.41	3.0	0.47	13.47	37.50	0.8
810000 Other services (except government and private households)	0.2	0.00	1.04	0.2	0.00	1.07	41.29	0.1
813000 Religious, grantmaking, civic, professional, and similar organizations	0.1	0.00	0.77	0.2	0.01	0.78	39.11	0.0
813400-900 Civic, social, professional, and similar organizations	0.1	0.01	0.77	0.2	0.02	0.78	39.11	0.0
813900 Business, professional, labor, political, and similar organizations	0.1	0.02	0.54	0.1	0.02	0.55	39.55	0.0
SE1000 Self-employed and unpaid family workers, all jobs	0.1	0.00	0.69	0.1	0.00	0.64	26.08	0.0
SE1300 Self-employed workers, all jobs	0.1	0.00	0.69	0.1	0.00	0.64	26.08	0.0

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Idaho State University  
Master of Science in Athletic Training  
New Program Proposal - SBOE

**Justification for Professional Fees**

**Re: Board Policy:**

**1. Credentialing Requirement:**

- a. *"...graduates of the professional program obtain a specialized higher education degree that qualifies them to practice a professional service to be eligible for credentialing or licensing to practice a professional service."*
  - i. Graduates of ISU's MSAT program will receive a credential through the Board of Certification (BOC) and eligible for state licensure through the Idaho Board of Medicine (licensure/certification/registration also available in 47 other states);
- b. *"The program leads to a degree that is at least the minimum required for entry to the practice of the profession."*
  - i. Because this will be an entry-level graduate program, the degree granted is the minimum required for entry into the athletic training profession;

**2. Accreditation Requirement: The program meets the requirements of national/specialized/professional accrediting agencies as defined by the SBOE.**

- ii. The MSAT program will be accredited by the Commission on the Accreditation of Athletic Training Education (CAATE) (See Appendix A for Accreditation information):
  - 1. The MSAT program will seek accreditation by The Commission on Accreditation of Athletic Training Education (CAATE) during the 2<sup>nd</sup> year of the program (this is the earliest time we can apply for initial accreditation as CAATE requires students be enrolled in the program prior to accreditation). A copy of the current accreditation standards appears in Appendix A of the Full Proposal Document. CAATE is the only accreditation agency for athletic training educational programs. The CAATE is recognized by the Council for Higher Education Accreditation (CHEA), the Association of Specialized and Professional Accreditors (ASPA), and the Association of Schools of Allied Health Professions (ASAHP). Students must graduate from a CAATE accredited program in order to be eligible to sit for the BOC Certification Exam. Certification is the means of public protection that indicate that successful candidates have demonstrated "entry level proficiency" in the profession of athletic training. In order to be licensed to practice AT in Idaho students must have passed the BOC Exam and apply for state licensure through the Idaho Board of Medicine. Once certified, athletic trainers are allowed to practice but must meet stringent and ongoing continuing education requirements (75 continuing education units every three years from BOC-approved conferences and programs). Membership in professional associations such as the

National Athletic Trainers' Association and the Idaho Athletic Trainers' Association will be encouraged. CAATE requires annual progress reports of all accredited programs.

3. *Extraordinary Program Costs: The cost of the professional program significantly exceeds the cost of nonprofessional programs at the institution.*

- a. There will be extraordinary program costs that significantly exceed the costs of other programs at Idaho State University. This includes accreditation fees, specialized faculty, a clinical instructor coordinator, equipment costs for instruction in general medical assessment, therapeutic rehabilitation, and orthopedic examination, and consumable taping and medical supplies. The MSAT program is restricted by the number of clinical sites and by class sizes, as dictated by CAATE requirements.
- b. We feel the MSAT qualifies for Professional Fees based on "extraordinary program costs" because of the following:
  1. Accreditation standards set forth by the Commission on Accreditation for Athletic Training Education Programs (CAATE) require highly specialized health care personnel. According to CAATE Standard B1.3, the MSAT Program Director must (a) hold current national certification and be in good standing with the Board of Certification (BOC), (b) have a minimum of five years experience as a BOC-certified athletic trainer, and (c) possess a current state athletic training credential. The Clinical Instruction Coordinator must also have these same qualifications. Because of those unique skillsets and certifications, it will be necessary to recruit and hire new faculty from outside the existing faculty in the Department of Sport Science and PE at ISU.
  2. The MSAT will require several clinical instructors (CIs) that will oversee students' clinical experiences. These CI's will be paid a small stipend. We have budgeted \$5,000 per year for our CIs (total cost).
  3. Due to the nature of this medical program, we will have to acquire professional liability insurance for each of our two full-time faculty members in the MSAT program. This amount (\$1,200) has been included in the MSAT personnel budget under "fringe."
  4. CAATE requirements also require a small faculty-to-student ratio. According to J1.4, "the number of students assigned to an ACI or CI in the clinical experience component must be of a ratio that will ensure effective education and should not exceed a ratio of eight students to an ACI or CI in the clinical setting."
  5. Application for CAATE accreditation requires a \$500 fee. To maintain accreditation CAATE requires an annual fee of \$1,500.
  6. The addition of the MSAT program will require us to purchase new , specialized medical equipment aimed at injury evaluation, management and rehabilitation. This includes taping and treatment tables, instructional software, emergency care equipment (such as reusable splints, traction devices, a stretcher and a mobile patient transport chair, rehabilitation equipment, and various therapeutic modalities (ultrasound, e-stim, etc.). Equipment required for accreditation adheres

to CAATE requirements for psychomotor and clinical proficiencies and are required for use in both classroom and laboratory instruction and assessment.

7. The addition of the MSAT program brings considerable annual expendable supply costs. This includes athletic taping supplies, disposable splints, electrodes, and various other first aid and rehabilitation supplies as well as one faculty line (please see attached Appendices B-E for specific costs associated with the program).
8. ***ISU's College of Education*** does not have any graduate programs that assess professional fees for comparison purposes.
9. For comparison purposes, we provide the following information related to other programs on campus that assess professional fees as well as other existing and accredited MSAT programs that assess similar fees:

**Idaho State University:**

***ISU's Division of Health Sciences*** has the following graduate programs that assess professional fees:

**Doctor of Physical Therapy**

\$2,270/year (Resident); \$6,676/year (non-resident) + \$1,272 required insurance

**Master of Occupational Therapy**

\$1960/year + \$1,272 required insurance

**Physician Assistant Program**

\$5,938/year (Resident); \$6,607/year (Non-Resident) + \$2,540 required insurance

**Dental Hygiene Program (Masters level)**

\$85/credit (Didactic) + \$337/credit (Clinical) + \$170/credit (thesis)

**Other Comparable Universities that house Masters in Athletic Training Programs (MSATs):**

***North Dakota State University MSAT***

- \$114 per credit Program Fee (the same as our Professional Fee concept)

***Shenandoah University MSAT***

- \$748 per credit tuition
- \$100/lab Professional Fee (nearly all of the courses in an AT program have a lab)

***South Dakota State University MSAT***

- \$115 per semester *Program Support Fee (technology, educational resources, academic supplies)*

***University of North Carolina – Chapel Hill MSAT***

- \$1565 Tuition Surcharge – this is a fee on top of the regular tuition to cover items identical to the Professional Program Fees proposed in our Full Proposal.

## **Appendix A**

### **Accreditation Requirement**

The Commission on Accreditation of Athletic Training Education Programs (CAATE) is the sole accrediting body for athletic training education programs. CAATE's standards of education, which include objective criteria and academic requirements for accredited programs in Athletic Training, require not only specific and defined processes, but also programmatic outcomes for the evaluation. The Standards are reviewed on a periodic basis to assure currency and relevance; input of not only the sponsoring agencies, but also the colleges and universities, as well as Athletic Trainers who utilize the services of the CAATE or who employ the graduates of CAATE accredited programs.

Successful completion of a CAATE-accredited educational program is the criteria used to determine a candidate's eligibility for the Board of Certification (BOC) examination. Without BOC certification, athletic trainers may not practice.

The normal accreditation process (from submission of application through CAATE action) takes a minimum of 12 months to as much as 24 months. The accreditation process can be summarized by the following:

1. Complete an application for accreditation to CAATE (upon start of MSAT program).
2. Conduct university self-study and submit report to CAATE. The self report must be done while students are actively engaged in the educational program (within first 6 months of program)
3. CAATE site visit (one year after start of program).
4. CAATE provides institution with site visit report/recommendations (1- 2 months after site visit).
5. Institution responds to site visit report with Rejoinder (within one month).
6. CAATE accreditation decision (late winter/early spring of program's second year).

**For new programs, the accreditation process must be completed with positive CAATE action before students are eligible to apply to sit for the Board of Certification (BOC) examination."**

*An overview of the accreditation process is attached.*

**Appendix B. Equipment and Supplies Needed to Purchase (2012-2013***Equipment/Supplies Needed to Purchase: 2012-2013*

	<b>Qty</b>	<b>Unit Cost</b>	<b>Total Cost</b>
Classroom Desktop Computer	1	500.00	\$500.00
Instructional Software	1	1,000.00	\$1,000.00
Treatment Tables	6	400.00	\$2,400.00
Ultrasound/Stim Combo Teaching Unit	1	3,000.00	\$3,000.00
Electrodes (ass't)	1	100.00	\$100.00
BP Cuffs (2 regular size, 2 oversize)	4	50.00	\$200.00
Ultrasound Gel / Massage gel (1 gallon)	2	50.00	\$100.00
Spider Straps	2	225.00	\$450.00
Adjustable Extrication Cervical Collars	6	10.00	\$60.00
Spine Board	2	300.00	\$600.00
Otoscope/ Ophthalmoscope	2	215.00	\$240.00
Vacuum Splint Kit	1	800.00	\$800.00
Arm Slings	6	15.00	\$90.00
FMX Extractors	2	350.00	\$700.00
Trainer's Angels	2	80.00	\$160.00
Cervical Immobilization Head Bed	1	200.00	\$200.00
Examination roller stools	6	160.00	\$960.00
Misc Taping Supplies	1	2,500.00	\$2,500.00
• Instructional tape 100 rl/cs			
• Leukotape			
• Kinesiotape			
• Elastic Tape			
• Elastic Wraps			
Universal Knee Immobilizers	2	90.00	\$180.00
Document Camera	1	352.00	\$352.00
Heavy Duty Bandage Shears	12	28.00	\$336.00
Sharks Tape Cutters	12	6.00	\$72.00
			\$15,000.00

**Appendix C. Equipment and Supplies Needed to Purchase (2013-2014)***Equipment/Supplies Needed to Purchase: 2013-2014*

	<b>Qty</b>	<b>Unit Cost</b>	<b>Total Cost</b>
Instructional Resources/Software	1	600.00	\$600.00
Neurocognitive Testing Software	1	600.00	\$600.00
Taping Supplies	1	2,000.00	\$2,000.00
Medicine Balls/Rack (assorted)	1	210.00	\$210.00
Rehab Dumbbells/Rack (assorted)	1	200.00	\$200.00
Rehab Ankle/Wrist weights (assorted)	1	100.00	\$100.00
Rehab Rebounder	1	400.00	\$400.00
Epipen Autoinject Trainer	3	20.00	\$60.00
Body Blade	2	100.00	\$200.00
Urine Analysis Reagent Strips, Multi Stix 10	2	70.00	\$140.00
Foam rollers	2	25.00	\$50.00
Adjustable Slant board	1	100.00	\$100.00
BOSU Balance Trainer	2	160.00	\$320.00
Wobble Board Package	1	260.00	\$260.00
Airex Balance Pads	2	60.00	\$120.00
8' Slideboard	1	475.00	\$475.00
Reflex Hammers	4	8.00	\$32.00
Pinwheel Neuro Instrument	2	12.00	\$12.00
Fluorescein Dye/Cobalt Blue lights	1	20.00	\$20.00
			<b>\$6,000.00</b>

**Appendix D. Equipment and Supplies Needed to Purchase (2014-2015)***Equipment/Supplies Needed to Purchase: 2014-2015*

	<b>Qty</b>	<b>Unit Cost</b>	<b>Total Cost</b>
Neurocognitive Testing Software	1	600.00	\$600.00
Misc Taping Supplies	1	1,500.00	\$1,500.00
Goniometers	6	12.00	\$72.00
Inclinometer	1	86.00	\$86.00
Cloth Tape Measures	6	4.00	\$24.00
Cervical Traction Units	1	186.00	\$186.00
Fanny Packs	12	50.00	\$600.00
			<b>\$3,000.00</b>



### Appendix E. Faculty Costs

We have one state appropriated faculty line already in place and dedicated to this program. We are prepared to direct this line towards the MSAT Program Director position. To pay for the second faculty line (Clinical Instruction Coordinator), ISU's College of Education will provide bridge funding (indirect funds) for the MSAT program while it seeks accreditation. After accreditation is obtained, professional fees will be used to pay for this second faculty line.

Name, Position,  And Rank	Annual Salary FTE Rate Students	FTE Assignment to this Program	Program Salary Dollars	Projected Student Credit Hours
Program Director Ass't/Assoc Professor	\$79,500 includes fringe	1.0		
Clinical Instruction Coord. Ass't/Assoc Professor	\$62,500 includes fringe	1.0		

#### Program Need:

The fringe included in the above salary rates include standard faculty allowances of \$1200 per year for travel. We do not foresee any additional need and/or cost for support personnel and/or other personnel expenditures.

# Idaho State UNIVERSITY

Associated Students of Idaho State University  
921 South 8th Avenue, Stop 8125 • Pocatello, ID 83209-8125

March 14, 2012

To Whom It May Concern:

This letter is to document the support of the student body at Idaho State University for the implementation of a professional fee for the Master of Science in Athletic Training (MSAT) program. Students have proven their desire for the program by responding to an internal survey conducted by the Department of Sport Science & Physical Education (SSPE). The survey showed that 92% of respondents expressed interest in the MSAT program.

Also, from the experience I have had working with the faculty and staff of the SSPE, I am certain that this program will flourish. This professional fee will be minimal compared to the training and experience provided to the student body.

The institution of the MSAT program at Idaho State University would carry out the designation given by the Idaho State Board of Education to be Idaho's health care University.

Sincerely,



Shaun Stokes  
ASISU President  
Idaho State University

Phone: (208) 282-3435

Cell: (208) 705-7213

Fax: (208) 282-4451

stokshau@isu.edu  
www.isu.edu/asisu/

**INSTRUCTION, RESEARCH, AND STUDENT AFFAIRS**  
**APRIL 19, 2012**

---

**COLLEGE OF SOUTHERN IDAHO  
COLLEGE OF WESTERN IDAHO  
LEWIS-CLARK STATE COLLEGE  
NORTH IDAHO COLLEGE**

**SUBJECT**

Professional-Technical Physical Therapy Assistant Program Consortium

**BACKGROUND/DISCUSSION**

The Professional-Technical Physical Therapy Assistant (PTA) Program Consortium was formed to create and deliver a state-wide PTA program curriculum through the community colleges and Lewis-Clark State College. Formation of the Consortium allows for efficient use of resources, manages cost to participating colleges, and provides high-quality local program access to students.

Collaboration and cost reduction are goals of the Consortium. A program director and clinical coordinator are required for an accredited PTA program. With the consortium model concept, only one program director at North Idaho College (NIC) and one clinical coordinator at the College of Western Idaho are needed for four PTA programs to be offered. There will be a part-time clinical coordinator and adjunct faculty at the College of Southern Idaho, and North Idaho College, and adjunct instructors at Lewis-Clark State College.

The students will have access to the PTA program in their local service area, paying their local tuition rate. The consortium model allows for a cohort of students to begin classes simultaneously at all colleges. North Idaho College will deliver the didactic instruction online and by interactive video-conferencing. The lab instructors will be located at each college and will assist with clinical coordination in their service area.

**ATTACHMENTS**

Attachment 1 – Notice of Intent – Physical Therapy Assistant

Page 3

**STAFF COMMENTS AND RECOMMENDATIONS**

Consistent with Board Policy III.G.5.b., Executive Director Approval Procedures, the State Division of Professional-Technical Education reviewed the program consortium and forwarded their recommendation for approval to the Executive Director.

Current Board Policy Section III.G.4.a.(ii) indicates that the Executive Director is authorized to approve new academic or professional-technical education programs with a financial impact of less than \$250,000 per year. Consistent with this policy, the Executive Director approved the PTA programs for each institution based on each individual budget, which amounted to less than \$250,000.

**INSTRUCTION, RESEARCH, AND STUDENT AFFAIRS**  
**APRIL 19, 2012**

---

The PTA program has created a collaborative model that can be expanded to other professional-technical programs and has the potential for state wide Tech-Prep articulation agreements with high school programs.

**BOARD ACTION**

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

# Idaho State Board of Education

## Academic/Professional-Technical Education

### Notice of Intent

Institution Submitting Proposal: College of Southern Idaho, College of Western Idaho, Lewis-Clark State College, North Idaho College

Name of College, School, or Division: \_\_\_\_\_

Name of Department(s) or Area(s): Health Professions and Nursing

Indicate if this Notice of Intent (NOI) is for an Academic or Professional-Technical Program  
 Academic \_\_\_\_\_ Professional - Technical X

For a New, Expanded, or Off-Campus Instructional Program, or Administrative/Research Unit (circle one), and list the title/name:

New- Physical Therapist Assistant program

(Title of Degree or Certificate or Name of Unit)

Proposed Starting Date: \_\_\_\_\_

August 2012

#### For New Programs:

AAS- Physical Therapist Assistant  
 Program (i.e., degree) Title

51.0806

CIP 2010 Code  
 (consult Institutional Researcher/Registrar)

#### For Existing Programs:

\_\_\_\_\_  
 Program (i.e., degree) Title

\_\_\_\_\_  
 CIP 2010 Code

#### For Other Instructional Activity:

☐ Program Component (major/minor/option/emphasis)

☒ Off-Campus Program Activity

☐ Instructional/Research Unit

☐ Addition/Expansion

☐ Discontinuance/consolidation

☒ Contract Program/Collaborative

☐ Other

Sita A. Burns 11/21/11  
 College Dean North Idaho College Date

Rm Poon 11/16/11  
 Chief Fiscal Officer, NIC Date

J. A. Lee 11/15/11  
 Chief Academic Officer, NIC Date

C. Ball 11-17-11  
 President, NIC Date

\_\_\_\_\_  
 VP Research and/or Graduate Dean (as applicable) Date

\_\_\_\_\_  
 State Administrator, SDPTE (as applicable) Date

\_\_\_\_\_  
 Chief Academic Officer, OSBE Date

\_\_\_\_\_  
 SBOE/OSBE Approval Date

Revised 5/4/10

Page 1

TAB 4 Page 3

Institutional Tracking No. \_\_\_\_\_

**Idaho State Board of Education****Academic/Professional-Technical Education****Notice of Intent**

Institution Submitting Proposal: College of Southern Idaho, College of Western Idaho,  
Lewis-Clark State College, North Idaho College

Name of College, School, or Division: \_\_\_\_\_

Name of Department(s) or Area(s): Health Professions and Nursing

Indicate if this Notice of Intent (NOI) is for an Academic or Professional-Technical Program

Academic \_\_\_\_\_ Professional - Technical X

For a New, Expanded, or Off-Campus Instructional Program, or Administrative/Research Unit (circle one),  
and list the title/name:

New- Physical Therapy Assistant program

(Title of Degree or Certificate or Name of Unit)

Proposed Starting Date: \_\_\_\_\_

August 2012

**For New Programs:**

AAS- Physical Therapy Assistant  
Program (i.e., degree) Title

51.0806

CIP 2010 Code

(consult Institutional Researcher/Registrar)

**For Existing Programs:**

Program (i.e., degree) Title

CIP 2010 Code

William H. Hume  
College Dean, College of Western  
Idaho

11/16/11  
Date

Colleen A. Wright  
Chief Fiscal Officer, CWI

11/16/11  
Date

[Signature]  
Chief Academic Officer, CWI

11/16/11  
Date

Brian A. Glendon  
President, CWI

11-16-11  
Date

**For Other Instructional Activity:**

☐ Program Component (major/minor/option/emphasis)

☒ Off-Campus Program Activity

☐ Instructional/Research Unit

☐ Addition/Expansion

☐ Discontinuance/consolidation

☒ Contract Program/Collaborative

☐ Other

VP Research and/or Graduate  
Dean (as applicable) \_\_\_\_\_ Date

State Administrator, SDPTE  
(as applicable) \_\_\_\_\_ Date

Chief Academic Officer, OSBE \_\_\_\_\_ Date

SBOE/OSBE Approval \_\_\_\_\_ Date

Institutional Tracking No. \_\_\_\_\_

# Idaho State Board of Education

## Academic/Professional-Technical Education

### Notice of Intent

Institution Submitting Proposal: College of Southern Idaho, College of Western Idaho, North Idaho College

Name of College, School, or Division: \_\_\_\_\_

Name of Department(s) or Area(s): \_\_\_\_\_

Health Professions and Nursing

Indicate if this Notice of Intent (NOI) is for an Academic or Professional-Technical Program  
 Academic \_\_\_\_\_ Professional - Technical X

For a New, Expanded, or Off-Campus Instructional Program, or Administrative/Research Unit (circle one),  
 and list the title/name:

New- Physical Therapist Assistant program

(Title of Degree or Certificate or Name of Unit)

Proposed Starting Date: \_\_\_\_\_

August 2012

#### For New Programs:

AAS- Physical Therapist Assistant  
 Program (i.e., degree) Title

51.0806

CIP 2010 Code

(consult Institutional Researcher/Registrar)

#### For Existing Programs:

Program (i.e., degree) Title

CIP 2010 Code

Mark A. Snyder  
 College Dean College of Southern  
 Idaho

12-2-11

Date

[Signature]  
 Chief Fiscal Officer, CSI

12-5-11

Date

[Signature]  
 Chief Academic Officer, CSI

12/2/11

Date

[Signature]  
 President, CSI

12-2-11

Date

#### For Other Instructional Activity:

☐ Program Component (major/minor/option/emphasis)

☒ Off-Campus Program Activity

☐ Instructional/Research Unit

☐ Addition/Expansion

☐ Discontinuance/consolidation

☒ Contract Program/Collaborative

☐ Other

VP Research and/or Graduate  
 Dean (as applicable)

Date

State Administrator, SDPTE  
 (as applicable)

Date

Chief Academic Officer, OSBE

Date

SBOE/OSBE Approval

Date

**Lewis-Clark**  
**S T A T E**  
C O L L E G E  
*Connecting Learning to Life*

November 16, 2011

To Whom It May Concern:

I am writing this letter in support of the Physical Therapist Assistant program proposed to be offered through North Idaho College. Included in this proposal is a clinical site at Lewis-Clark State College. There is currently no access to this level of training in this content area in the region. Currently, local employers are not able to find qualified candidates and would welcome this new opportunity.

The introduction of well-trained Physical Therapist Assistants to our region would benefit a wide range of stakeholders. There is a clear need for this level of training in the Physical Therapist community. In addition to meeting the workload needs of the community, this opportunity will provide jobs that currently do not exist in the region due to a lack of training opportunities.

Lewis-Clark State College wishes to be a partner site with North Idaho College on this project. We will commit to provide access to the necessary classrooms the students accepted into the LC site may require.

Please feel free to contact me if you have any additional questions.

Sincerely,



Rob Lohrmeyer, Dean  
Professional-Technical Programs



**Before completing this form, refer to Board Policy Section III.G., Program Approval and Discontinuance.**

**1. Briefly describe the nature of the request.**

The College of Southern Idaho (CSI), the College of Western Idaho (CWI), and North Idaho College (NIC) are proposing to initiate a Physical Therapist Assistant Program (PTA) as a consortium. The concept is for one state-wide PTA program. A cohort of students will begin classes simultaneously at all schools. The didactic instruction will be delivered by interactive video-conferencing and online. The lab and clinical content will be taught at each site by the faculty of the program. The faculty will include one program director (PD) an academic coordinator of clinical education (ACCE), and a laboratory instructor for each location. The lab instructors at each location will assist with clinical coordination in the service area of each partner institution. Adjunct instructors will also be utilized for specialized instruction areas. Each cohort of students will attend classes synchronously and progress through the program curriculum together as one group. The program will rely on community resources for labs and clinical affiliations to minimize equipment costs.

**2. Provide a statement of need for a new program or a program modification. Include (but do not limit to) the following:**

**a) A projection of full-time and part-time enrollment over a three year period of time**

For the program, 40 students will be admitted each year; 14 at CWI, 10 at NIC and 10 at CSI every other year. NIC will have 6 students at a satellite campus at Lewis-Clark State College. Students are required to attend classes full time as each class builds on the previous classes taught within the curriculum.

**b) A projection of state work force needs such as job titles requiring this degree. Also include Department of Labor research on employment potential.**

DOL research shows a trend towards growth in health professions in the next 7 years. From the Health Care Business Scan published summer of 2010, "seven of the 20 "Hot Jobs" are health care occupations". For long-term projections from 2006-2016, four health occupations are in the top 20, physical therapists being one of them. Hospitals are projected to show an increase of 23.89% through 2018 and ambulatory health care services project 33.87% growth through 2018. This translates to 9350 jobs in ambulatory care and 5706 jobs in hospitals. Total job increase is then 15506 jobs being created in these areas in the next 7 years. This does not include the long term care facilities, projected growth over 10 years of 24.87% in 2006, and other common areas of practice for physical therapists. In terms of "hot industry" the report shows ambulatory care as the #1 hot industry in 2006 for long term growth. There will be a projected average of 43 annual job openings in physical therapy in 2016.

For the 2006-2016 long-term projections, all three health care industry groups – ambulatory health care services, hospitals and nursing and residential care facilities – are in the top 15 Hot Industries (Appendix 6 on page 23). In fact, ambulatory health care services is the top "hot industry" with a projected employment growth of 10,677, or 42 percent, over the 10-year period.

The Idaho career information system shows physical therapy assistant growth much higher than the general occupational average. PTA projections statewide show 37.1%

*Revised 5/4/10*

*Page 2*

North Central Idaho: 22.9%

Southwest Idaho: 45.8%

South Central Idaho: Data not available.

The occupation in south central Idaho shows above average growth at 35.96% compared to the state at 34% and the nation at 27%. (EMSI occupational projections)

The report also states the demand for PTA's will rise with the increase in elderly population. PTA's can perform many of the tasks done by a physical therapist but with less cost of services. One PT can supervise 2 PTA's allowing more efficient use of resources. The population in this age category is projected to increase significantly in southwest Idaho, and has continual growth in northern Idaho. (Idaho Career Information System-PTA)

While workers 55 years and older make up 18.4 percent of employment in northern Idaho, they hold 21.4 percent of the jobs in the region's health care and social assistance sector, making demand for replacements over the next 10 years comparatively high (Northern Idaho Health Care Business Report). These professionals that are currently working will likely need physical therapy services as they age after retirement. Fifteen percent of Idaho workers were 45-to-54 years old in 1992 and 20 percent were in that age group in 2002. This shows the large number of the population that is reaching the elderly age (Older Workers, Idaho Department of Labor). This population is one that requires services of the PTA most often.

- c) A description of how the proposed change will act to stimulate the state economy by advancing the field, providing research results, etc.

Health care and social assistance have a multiplier of 2.19, meaning that for every 10 jobs created in that sector nearly 12 more are created in other sectors. This high multiplier generates a strong positive impact on the regional economy. New jobs created within healthcare often have a 10-20% vacancy, demonstrating the need for qualified applicants. (2010 Idaho job vacancy survey, ID DOL)

***Attach a Scope and Sequence, SDPTE Form Attachment B, for professional-technical education requests.***

2. Briefly describe how the institution will ensure the quality of the program (e.g., program review, accreditation, professional societies, licensing boards, etc.).

Program quality will be overseen by the state board of education, the Northwest Commission of Colleges and Universities and the Commission on Accreditation of Physical Therapy Education (CAPTE). CAPTE has specific standards that must be met in order to obtain accreditation. The program will be designed to meet the accreditation standards of CAPTE. After accreditation is obtained, we will be required to perform a periodic self-study to ensure that quality measures are met. An annual accreditation report is submitted to CAPTE to maintain accreditation.

***Revised 5/4/10***

***Page 3***

3. Identify similar programs offered within the state of Idaho or in the region by other colleges/universities. If the proposed request is similar to another program, provide a rationale for the duplication. ***This may not apply to PTE programs if workforce needs within the respective region have been established.***

Idaho State University (ISU) offers a PTA Education as well as a Physical Therapy Education Program. The ISU PTA program admits 20 students each year.

Spokane Falls Community College in Spokane, WA has a PTA program which is approximately 35 miles from North Idaho College. Currently Idaho students must go to Spokane, WA for PTA education in northern Idaho.

Programs in neighboring states are located a greater distances from the sites of the proposed program; Mt Hood Community College in Gresham, OR, Salt Lake Community College in Salt Lake City, UT, Laramie Community College in Cheyenne, WY, and Montana State University in Great Falls, MT. Nevada only has a program at the College of Southern Nevada in Las Vegas.

Degrees offered by school/college or program(s) within disciplinary area under review

<b>Institution and Degree name</b>	<b>Level</b>	<b>Specializations within the discipline (to reflect a national perspective)</b>	<b>Specializations offered within the degree at the institution</b>
<b>BSU</b>			
<b>CSI</b>			
<b>CWI</b>			
<b>EITC</b>			
<b>ISU</b>	<b>AAS/DPT</b>	<b>None. Clinical specialties as post professional certifications.</b>	<b>None</b>
<b>LCSC</b>			
<b>NIC</b>			
<b>UI</b>			

Enrollment and Graduates (i.e., number of majors or other relevant data)

By Institution for the Proposed Program

Last three years beginning with the current year and the 2 previous years

Institution	Relevant Enrollment Data			Number of Graduates		
	Current 10-11	Previous Year	Previous Year	Current 10-11	Previous Year	Previous Year
BSU						
CSI	NA	NA	NA	NA	NA	NA
CWI	NA	NA	NA	NA	NA	NA
EITC						
ISU(PTA/PT)	40/77	42/74	40/76	21/27	20/21	13/25
LCSC						
NIC	NA	NA	NA	NA	NA	NA
UI						

4. Describe how this request is consistent with the State Board of Education's policy or role and mission of the institution.

Consistent with the Statement of Collaboration of the State Board of Education, This program will offer full collaboration of resources between CSI, CWI, and NIC. This will bring educational opportunities to most of the western and north areas of the state. It will also increase the number of programs offered at all three schools, meeting the role of each institution as defined by the state board of education.

CSI, CWI, and NIC have the mission to use a variety of delivery methods to meet the needs of diverse constituencies as well as offer a wide range of associate degrees and some qualified professional programs. This program will meet those mission objectives.

6. Describe how this request fits with the institution's vision and/or strategic plan.

#### **North Idaho College**

A Physical Therapist Assistant program provides career preparation that has been requested by the healthcare community and students in Northern Idaho. This proposal meets the following strategic goals as described in the CSI 2001-2015 Strategic Plan as presented to the SBOE:

Objective: Explore facility use within business and industry as appropriate.

NIC plans to partner with members of the physical therapy community, who have offered support in this venture to utilize industry facilities for lab and clinical instruction.

Objective: Explore off-campus sites within the service area.

As stated above, in order to minimize costs of PTA lab space, we will use the community partnerships to hold class within the community for techniques and methods of physical therapy that we cannot perform in our classroom and lab setting due to lack of space and resources.

#### **THEME I: PROGRAMS**

Goal 1: Improve and expand educational opportunities, programs, and courses for the student population and community.

A. Expand program offerings, and accelerate the implementation of new professional-technical and workforce training at NIC that meet the needs of students, business, and industry.

This program will address a need brought forth from the community. Adding a new health professions program will provide additional opportunities and choice for students to achieving their personal educational goals. The nursing program has 3 times the number of applicants that it can handle; the PTA program may be a viable option for students who are unable to secure a position in the nursing program. The PTA program will have similar pre-requisites to nursing and radiography technology which will allow student to enter the program without being required to repeat all the prerequisite courses.

Goal 2: Expand and improve alternative delivery of education.

2.B.4. Have more faculty experienced in teaching using alternate delivery methods.

2.C. Expand course offerings at the NIC Outreach Centers and other off-campus sites.

The PTA program will utilize a technology-heavy format for delivery of content to all sites simultaneously. Faculty will maintain interaction with students through a variety of technologies including interactive videoconferencing, online learning management systems, instant messaging, e-books, web-videoconferencing and web-based lectures.

#### **THEME IV: FINANCE AND FUNDING**

Goal 2: Pursue opportunities for alternative funding sources.

B. Build partnerships and collaborative relationships with business and industry.

Through the use of multiple clinical affiliations, employers and students will have the opportunity to develop relationships which may lead to future employment for the student. Also, North Idaho College will advance partnerships with other area businesses through the development of new clinical affiliations.

#### **College of Southern Idaho-**

A Physical Therapist Assistant program provides career preparation that has been requested by the healthcare community and students in south-central Idaho. This proposal meets the following strategic goals as described in the CSI 2001-2015 Strategic Plan as presented to the SBOE:

Goal: Provide convenient, affordable, and equitable access to our programs, services, and resources.

1.5 Maintain the affordability of our programs and services

*Revised 5/4/10*

*Page 6*

Goal: Meet the diverse and changing needs and expectations of our students and the communities we serve.

2.4 Meet the diverse and changing needs and expectations of our students

2.5 Meet the diverse and changing needs of employers in the area

These goals are achieved by adding a new program that has student demand and benefits the growing community and college.

Goal: Demonstrate a continued commitment to institutional growth and success.

5.1 Plan for growth and manage it strategically and effectively

5.4 Maintain an entrepreneurial approach to program development and management

5.7 Implement cost-saving strategies while maintaining the quality of our programs and services

5.9 Continue to develop mutually beneficial partnerships

5.11 Utilize appropriate information technologies that support and enhance teaching and learning, improve the accessibility and quality of services, and increase the effectiveness and efficiency of operations

The design of the PTA program meets the above goals of CSI. Expenses will be minimized by utilizing the consortium concept. The program will also provide quality, mutually beneficial partnerships with the local physical therapy community and with other state institutions of higher education. The PTA program is being designed for distance delivery and will rely heavily on technology to provide the highest quality education possible.

### **College of Western Idaho-**

A Physical Therapist Assistant program provides career preparation that has been requested by the healthcare community and students in the Treasure Valley and our 10 county region. The NIC/CSI/CWI proposal meets the following board priorities as described in the CWI 2001-2015 Strategic Plan.

***MISSION*** *The College of Western Idaho provides affordable, quality teaching and learning for all regardless of time and distance.*

The PTA consortium program allows students to access PTA education in multiple locations, bringing education to all, regardless of distance.

Goal 1: CWI is known for its quality, 21st century teaching in all learning environments.

1.4: Alternative modes of delivery including class times, locations, and the use of technology by collaborating with Idaho Distance Learning Academy, community, and education leaders to target existing space that mutually benefits students and CWI.

1.6: 21st century technologies to enhance teaching and learning.

The consortium program design of the program meets the goal of alternative modes of delivery and utilizes space very well. With proper scheduling, lab space can be utilized by other college programs and video conferencing facilities can be utilized by others as course scheduling allows. There will be integration of interactive videoconferencing, web content and hands-on laboratory activities.

Goal 2: CWI attracts and retains students through quality teaching, accessible and affordable programs and responsive approach.

2.7: Partnerships with businesses, industries and employers to recruit and retain students through goal attainment.

Board Priority #1: Structure Student Success

The College of Western Idaho will implement a variety of programs to foster students' success in reaching their educational goals.

1.6 Develop partnerships with local employers for CWI students to have priority access to open positions.

Goal 3: CWI establishes collaborative partnerships with industry and business to provide rapid response training.

Objective 5: Student internships with business and industry.

Through the use of multiple clinical affiliations, employers and students will have the opportunity to develop relationships which may lead to future employment for the student.

Board Priority #4: Connect the College to the Community

The College of Western Idaho will implement a variety of programs to bring the College into the community in meaningful ways.

Adding a Physical Therapist Assistant program will add to the number of programs offer at CWI and allow further partnerships with local healthcare industry.

### **Lewis-Clark State College (Satellite for NIC)-**

Objective for quality 4: Continue successful specialized accreditation efforts.

The PTA program will be accredited by CAPTE, offering national accreditation for physical therapy education.

Objective for Accessibility 3: Update and revise the long-range plan to address how LCSC can meet regional health care needs.

Performance Measure: Enrollment in health care profession programs.

The PTA program will offer another health care program for students in the area and offer local industry qualified personnel for employment in health care industry.

Objective for Accessibility 4: Increase cooperative initiative with NIC in Coeur d'Alene.

Performance Measure: Number of students concurrently enrolled at NIC and LCSC.

This program will create initial cooperation efforts that can also be expanded to other programs offered at either LCSC or NIC. It will also bridge gaps to promote future consortium models between LCS and other state institutions.

7. Is the proposed program in your institution's regional 8-year plan? Indicate below.

Yes  X  No

If not on your institution's regional 8-year plan, provide a justification for adding the program.

A PTA program is not in the 8-year plan for LCSC. The addition of the PTA program in Lewiston will provide local industry with qualified personnel for employment. It will also offer a greater number of options for students in the central Idaho region.

8. List potential ways your campus can collaborate with other institutions on this program to reduce cost and expand learning opportunities in Idaho. For example, what courses, if any, can be delivered electronically by another state institution.

Collaboration and reduction of expenses will be the goal of the consortium program. CAPTE requires a full time program director and full time clinical coordinator for a physical therapist assistant program. To maximize efficiency and reduce cost, the PTA consortium will have a full time program director located at the NIC campus and a full-time clinical coordinator at CWI. There will be a part-time clinical coordinator at CSI, NIC and adjunct instructors at LCSC. The consortium model allows all of the colleges to offer a PTA program, but decrease the cost of a director at each site; the highest personal cost for the program are typically associated with the director. The cost savings to the student are also significant. Student will have access to PTA education in their local service area, meaning there will not likely be relocation costs to attend school. Students will also be paying their local in-district, in-state tuition and fees, which is usually a lower rate than they would pay if they relocated to another college in Idaho.

9. Explain how students are going to learn about this program and where students are going to be recruited from (i.e., within institution, out-of-state, internationally).  
Students will be recruited locally with in the service area of each partner institution. Typical recruiting measures will include career fairs and high school counselors. Information for the program will be available on the website for each partner institution. Advising and career services at each institution will be well informed about the PTA program. Local professionals will also learn of the program through state professional meetings.



10. This section requires institutions to reference all cost savings and/or additional resources needed. (Use additional sheets if necessary.):

Estimated Fiscal Impact	FY_2011_____		FY_2012_____		FY_2013_____		Cumulative Total	
	Recurring	Non- Recurring	Recurring	Non- Recurring	Recurring	Non- Recurring	Recurring	Non- Recurring
<b>A. Expenditures</b>								
1. Personnel								
2. Operating								
3. Equipment								
4. Facilities								
<b>Total Expenditures</b>								
<b>B. Source of Funds</b>								
1. Appropriated - Reallocation								
2. Appropriated - New								
3. Federal								
4. Other (Specify)								
<b>Total Expenditures</b>								

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**INSTRUCTION, RESEARCH, AND STUDENT AFFAIRS**  
**APRIL 19, 2012**

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**SUBJECT**

Higher Education Research Council Bylaws

**REFERENCE**

August 2011	Board approved first reading to Board Policy III.W. Higher Education Research
October 2011	Board approved second reading to Board Policy III.W. Higher Education Research

**APPLICABLE STATUTE, RULE, OR POLICY**

Idaho State Board of Education Governing Policies and Procedures, Section III.W., Higher Education Research Council Policy

**BACKGROUND/DISCUSSION**

The Higher Education Research Council (HERC) of the Idaho State Board of Education is responsible for advising the Board on the implementation of strategies that increase the quality and quantity of research in Idaho, encouraging continued public and private support of research, enhancing the quality and quantity of academic research produced, and the development and implementation of a higher education statewide strategic plan for research. In addition to the creation of the statewide higher education research strategic plan, HERC is also responsible for management of research funding programs appropriated by the legislature (2012 HB659) for the mission and goals of HERC as outlined in Board policy III.W.

At the October 2011 Board meeting the Board approved amendments to Board policy III.W. Changes included a restructuring of the HERC committee members, designation of the Vice Presidents of Research as the Chairs, to serve on a rotating basis, and the inclusion of a nomination process for new members. Changes to Board policy brought HERC's existing Bylaws (last updated in 1999) out of alignment with Board policy. Amendments to the Bylaws include clearly outlining HERC's duties, how meetings will be conducted, the rotation of the chairmanship, and the authority of the Council's executive committee.

**IMPACT**

Approval of the amendments to HERC's Bylaws will bring HERC's operating procedures into alignment with current Board policy.

**ATTACHMENTS**

Attachment 1 - Proposed Amendments for HERC By-laws

Page 3

**INSTRUCTION, RESEARCH, AND STUDENT AFFAIRS**  
**APRIL 19, 2012**

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**STAFF COMMENTS AND RECOMMENDATIONS**

Staff has worked with HERC to develop the Bylaws. The proposed Bylaws are in compliance with Board policy III.W. Staff recommends approval.

**BOARD ACTION**

I move to approve the amendments to the Higher Education Research Council Bylaws as submitted.

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

Revised 10/99

**HIGHER EDUCATION RESEARCH COUNCIL  
BYLAWS**

**A. Powers and Duties**

The Higher Education Research Council (Council) is established through the State Board of Education Governing Policies and Procedures III.W. to provide guidance to the University of Idaho, Boise State University, Idaho State University, and Lewis-Clark State College in establishing a statewide collaborative effort in driving innovation and economic development throughout the state of Idaho and the implementation of the Board's higher education research policy.

The Council is responsible for:

1. The creation and implementation of a statewide higher education research strategic plan.
2. The oversight and administration of the use of funds appropriated by the legislature for the mission and goals of the Council:
  - a. to maximize the impact on the quality of education and economic development as a consequence of Idaho's investment in quality science, engineering, and other research;
  - b. to ensure accountability for the state's investment through demonstrable results.

**A. Membership**

The membership, powers and duties of the Higher Education Research Council are in accordance with the Higher Education Research Council Policy as outlined in the Idaho State Board of Education's Governing Policies and Procedures. Additionally, members of HERC are ineligible to be a principal or co-principal investigator of a project funded through HERC. Membership of the Council is established by Board of Education Governing Policies and Procedures.

**CB. Meetings**

1. HERC ~~holds~~ shall meetings on a quarterly basis either in person or by teleconference to fulfill its duties. Additional meetings may be held as needed at the call of the Chair ~~or the Board's Chief Academic Officer.~~ The Chair will conduct each meeting of the Council. In the absence of the Chair, the Vice-Chair may call and conduct each meeting.
2. A quorum consists of five members. A quorum must be present for HERC to conduct business. A quorum of the Council consists of a simple majority of the total sitting members of the Council. A quorum of the Council must be present for the Council to conduct any business.

3. A summary of motions will be generated from each meeting and distributed back to the Council for approval. Once approved, this summary will be forwarded to the State Board of Education through the Academic Affairs and Program Committee, kept on record with the Office of the State Board of Education and made available to the Instruction, Research, and Student Affairs Committee and to others as requested.

### **C. Rules of Order**

1. Meetings are conducted in accordance with the current edition of Robert's Rules of Order except that a Council action that conflicts with a previous action takes precedence.
2. With the exception of usual, short, parliamentary motions, all motions, resolutions, or other propositions requiring Council action will, whenever practicable, be reduced to writing before submission to a vote. An individual member's right to vote may not be transferred to another person.

### **D. Officers and Representatives**

~~The officers of HERC include a Chair and a Vice Chair to be elected by the Council annually.~~

1. The officers of the Council include a chair, and a vice chair, who are members of the Council. Terms of office shall be based on the academic year.
2. One (1) of the Vice Presidents of Research shall serve as chair of the Council, with a new chair selected each academic year such that the chair shall rotate among the Vice Presidents of Research. No Vice President of Research shall hold a term in consecutive years.

The chairmanship shall rotate between the institutions as follows:

- University of Idaho
- Boise State University
- Idaho State University

3. The vice-chair shall be the Vice President of Research next in the rotation to assume the chairmanship.
3. Council representatives to serve on other boards, commissions, committees, and similar bodies are appointed by the Council chair.

### **E. Duties of Council Officers**

1. Council Chair
  - a. Presides at all Council meetings, with full power to discuss and vote on all matters before the Council.

## INSTRUCTION, RESEARCH, AND STUDENT AFFAIRS

APRIL 19, 2012

- b. Submits such information and recommendations considered proper concerning the business and interests of the Council.
- c. Subject to action of the Council, gives notice and establishes the dates and locations of all regular Council meetings.
- d. Calls special Council meetings at any time and place designated in such call.
- e. Appoints Council members to all standing and interim committees of the Council.
- f. Establishes the Council agenda in consultation with the executive committee.
- g. Serves as chief spokesperson for the Council.

2. Council Vice Chair

- a. Presides at meetings in the event of absence of the Council chair.
- b. Performs the Council chair duties in the event of the Council chair's inability to do so.

**F. Committees of the Council**

The Council may organize itself into standing and other committees as necessary. Committee members are appointed by the Council Chair after informal consultation with other Council members. Any such standing or other committee may make recommendations to the Council, but may not take any action, except when authority to act has been delegated by the Council. The Council Chair may serve as an ex-officio member of any standing or other committee.

1. Executive Committeea. Purpose

The Executive Committee is responsible for assisting the full Council in discharging its responsibilities with respect to the management of the business and affairs of the Council when it is impracticable for the full Council to meet and act, and to consider matters concerning the Council that may arise from time to time.

b. Composition

The Executive Committee is composed of the three Vice Presidents of Research.

c. Responsibilities and Procedures

The Executive Committee shall have such duties, responsibilities, and authority as may be delegated from time to time to the Executive Committee by the Council, and in the intervals between meetings of the Council, the Executive Committee shall assist in directing the management of the business and affairs of the Council. However, the Executive Committee may not undertake any action that must be acted upon by the whole Council. A written record is not kept of the committee's activities, but it shall be the responsibility of the Chair to promptly communicate to all Council members

## INSTRUCTION, RESEARCH, AND STUDENT AFFAIRS

APRIL 19, 2012

who are not members of the committee regarding information related to the committee's discussions and activities.

- ~~1. An Executive Committee of the Council exists to make decisions on procedures and implementation of policy in cases where the time line is such that decisions are required before the next meeting of the Council. Any decisions made by the Executive Committee must be reported to the entire Council at its next meeting.~~
- ~~2. The Executive Committee consists of the HERC Chair, Vice Chair, and two other members of HERC, with the stipulation that two members be institutional representatives and two members be non-institutional representatives.~~

B. Administration of HERC Programs

Support for the ~~Higher Education Research~~ Council and administration of ~~HERC Council~~ sponsored programs will be coordinated by Board staff as designated by the Executive Director. ~~the Chief Academic Officer of the State Board of Education. The Chief Academic Officer also serves as an ex-officio member of the Higher Education Research Council without voting privileges.~~

All programs shall be conducted in compliance with Board Governing Policies and Procedures III.W.



**AUDIT COMMITTEE  
APRIL 19, 2012**

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<b>TAB</b>	<b>DESCRIPTION</b>	<b>ACTION</b>
<b>1</b>	<b>IDAHO STATE UNIVERSITY</b> Foundation Operating Agreement	Motion to approve
<b>2</b>	<b>EASTERN IDAHO TECHNICAL COLLEGE</b> Foundation Operating Agreement	Motion to approve

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**AUDIT**  
**APRIL 19, 2012**

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**IDAHO STATE UNIVERSITY**

**SUBJECT**

Board approval of Idaho State University operating agreement with Idaho State University Foundation

**REFERENCE**

October 2008	Board approval of Idaho State University operating agreement with ISU Foundation
March 2012	Audit Committee reviewed and recommended Board approval of the revised operating agreement

**APPLICABLE STATUTE, RULE, OR POLICY**

Idaho State Board of Education Governing Policies & Procedures, Section V.E.

**BACKGROUND/DISCUSSION**

Idaho State University (ISU) worked with the ISU Foundation to revise the existing operating agreement which was approved by the Board in October 2008. The revisions included immaterial changes including a more thorough listing of the duties of the Fiscal Officer in the Loaned Employee Agreement which is Exhibit A of the operating agreement. The Audit Committee reviewed and recommended approval of the revised operating agreement and the changes to Exhibit A, Loaned Employee Agreement.

Other changes to documents referenced in the operating agreement include immaterial revisions enumerated on page 3. These documents, like Bylaws and Articles of Incorporation, are ancillary to the operating agreement and the Loaned Employee Agreement. Since the Committee desired to retain independence between the foundation and the institution and Board, the Committee felt it was unnecessary for the Board to approve the supplementary documents.

**IMPACT**

Approval of the operating agreement brings the Foundation into compliance with Board policy V.E.

**ATTACHMENTS**

Attachment 1 – Summary of Changes to Ancillary Documents	Page 3
Attachment 2 – ISU Foundation Operating Agreement	Page 5

**STAFF COMMENTS AND RECOMMENDATIONS**

Board policy requires a foundation of an institution be brought before the Board to be formally recognized as a nonprofit corporation or affiliated foundation to benefit a public college or university in Idaho. Each foundation shall be brought into substantial conformance with these policies and upon recognition by the Board, the foundation is ratified, validated, and confirmed, and it shall be deemed

**AUDIT**  
**APRIL 19, 2012**

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to have been organized as if its organization had taken place under authority of this policy. The operating agreement must be approved by the Board prior to execution and must be re-submitted to the Board every three (3) years, or as otherwise requested by the Board, for review and re-approval. The operating agreement addresses the topics outlined in Policy V.E.

Staff recommends approval.

**BOARD ACTION**

I move to approve the revisions to the Operating Agreement between the Idaho State University Foundation, Inc. and Idaho State University as presented, and to approve the revisions to the Agreement for Loaned Employee attached as Exhibit A.

Motion by \_\_\_\_\_ Seconded by \_\_\_\_\_ Carried Yes \_\_\_ No \_\_\_

**AUDIT**  
**April 19, 2012**

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**Idaho State University Foundation**  
**Operating Agreement**  
**Summary of Changes Ancillary Documents**

1. In Exhibit "D", *Articles of Incorporation* –
  - a. Inserted a copy of the approval of the articles of incorporation of the Idaho State University Foundation dated March 17, 1967. This insertion is the 2nd un-numbered document following page 8 of the Articles of Incorporation.
  - b. Inserted a signed copy of the "Articles of Amendment" dated June 8, 2006, which replaces the older certificate of the articles of incorporation, and the "Amended and Restated Article III Purposes. These insertions are the 7<sup>th</sup> and 8<sup>th</sup> un-numbered pages following page 8 of the Articles of Incorporation.
2. In Exhibit "E", *Amended and Restated Bylaws of Idaho State University Foundation, Inc.* - Immediately following the title page the table of contents was changed, as well as the body of the Bylaws to reflect the deletions and additions noted below:
  - a. Removed Article VI, "Conflict of Interest" from the table of contents and from the exhibit because it was and continues to be included separately as Exhibit "F". With this removal, Article VI now becomes "Miscellaneous," which was the previous Article VII.
  - b. Removed Article VII, "Audits and Reports" from the table of contents and from the exhibit due to redundancy. It was and continues to be included as Article VI "Audits and Reporting Requirements in the main body of the Operating Agreement. With this removal, Article VII now becomes "Amendments," which was the old Article IX.
  - c. Added a new section (6.12) to the renumbered Article VI (Miscellaneous). This new section is titled "Staff Conflicts of Interest" and makes reference within the Bylaws to Exhibit "F", *Conflicts of Interest*.
  - d. Added an updated Secretary's Certification at the last page of the Bylaws.
3. In Exhibit "F", *Conflict of Interest*, added item number 11, titled "Material Gifts." This section says; "No director, trustee, officer, or staff member of the Foundation shall accept from any source any material gift or gratuity in excess of fifty dollars (\$50.00) that is offered, or reasonably appears to be offered, because of the position held with the Foundation; nor shall an offer of a prohibited gift or gratuity be extended by such an individual on a similar basis."

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**OPERATING AGREEMENT  
BETWEEN  
IDAHO STATE UNIVERSITY FOUNDATION, INC.  
AND  
IDAHO STATE UNIVERSITY**

THIS AGREEMENT, entered into as of this ~~5th~~ \_\_\_\_\_ day of ~~February~~, \_\_\_\_\_ ~~2009~~ 2011, is between Idaho State University, herein known as “University” and the Idaho State University Foundation, Inc., herein known as “Foundation”.

WHEREAS, the Foundation was organized and incorporated in 1967 for the purpose of stimulating voluntary private support from alumni, parents, friends, corporations, foundations, and others for the benefit of the University.

WHEREAS, the Foundation exists to raise and manage private resources supporting the mission and priorities of the University, and provide opportunities for students and a degree of institutional excellence unavailable with state funding levels.

WHEREAS, the Foundation is dedicated to assisting the University in the building of the endowment to address, through financial support, the long-term academic and other priorities of the University.

WHEREAS, as stated in its articles of incorporation, the Foundation is a separately incorporated 501(c)(3) organization and is responsible for identifying and nurturing relationships with potential donors and other friends of the University; soliciting cash, securities, real and intellectual property, and other private resources for the support of the University; and acknowledging and stewarding such gifts in accordance with donor intent and its fiduciary responsibilities.

WHEREAS, furthermore, in connection with its fund-raising and asset-management activities, the Foundation utilizes, in accordance with this Agreement, personnel experienced in planning for and managing private contributions and works with the University to assist and advise in such activities.

WHEREAS, the parties hereby acknowledge that they will at all times conform to and abide by, the Idaho State Board of Education's Governing Policies and Procedures, Gifts and Affiliated Foundations policy, § V.E., and that they will submit this Agreement for initial prior State Board of Education ("State Board") approval, and thereafter every ~~two~~-three (3~~2~~) years, or as otherwise requested by the State Board, for review and re-approval.

NOW THEREFORE, in consideration of the mutual commitments herein contained, and other good and valuable consideration, receipt of which is hereby acknowledged, the parties agree as follows:

## **ARTICLE I**

### **Foundation's Purposes**

The Foundation is the primary affiliated foundation responsible for securing, managing and distributing private support for the University. Accordingly, to the extent consistent with the Foundation's Articles of Incorporation and Bylaws, and the State Board's Policies and Procedures, the Foundation shall: (1) solicit, receive and accept gifts, devises, bequests and other direct or indirect contributions of money and other property made for the benefit of the University from the general public (including individuals, corporations, other entities and other sources); (2) manage and invest the money and property it receives for the benefit of the University; and (3) support and assist the University in fundraising and donor relations.

In carrying out its purposes the Foundation shall not engage in activities that conflict with (1) federal or state laws, rules and regulations (including, but not limited to all applicable provisions of the Internal Revenue Code and corresponding Federal Treasury Regulations); (2) applicable policies of the State Board; or (3) the role and mission of the University.



## **ARTICLE II**

### **Foundation's Organizational Documents**

The Foundation shall provide copies of its current Articles of Incorporation and Bylaws to the University and the State Board. All amendments of such documents shall also be provided to the University and the State Board. Furthermore, the Foundation shall, to the extent practicable, provide the University with an advance copy of any proposed amendments to the Foundation's Articles of Incorporation and Bylaws.

## **ARTICLE III**

### **University Resources and Services**

1. University Employees.

a. *University/Foundation Liaison:* The University's Vice President for University Advancement shall serve as the University's Liaison to the Foundation.

- i. The University's Vice President for University Advancement shall be responsible for coordinating the University's and the Foundation's fundraising efforts and for supervising and coordinating the administrative support provided by the University to the Foundation.
- ii. The Vice President for University Advancement or her/his designee shall attend each meeting of the Foundation's Board of Directors and shall report on behalf of the University to the the Foundation's Board of Directors regarding the University's coordination with the Foundation's fundraising efforts.

b. *Finance Director:* The *Finance Director* of the Foundation is an employee of the University loaned to the Foundation. All of the *Finance Director's* services shall be provided directly to the Foundation as follows:

- i. The *Finance Director* shall be responsible for the supervision and control of the day-to-day operations of the Foundation. More specific duties of the *Finance Director* may be set forth in a written job description prepared by the Foundation and attached to the Loaned Employee Agreement described in iii below. The *Finance Director* shall be subject to the control and direction of the Foundation.
- ii. The *Finance Director* shall be an employee of the University and entitled to University benefits to the same extent and on the same

terms as other full-time University employees of the same classification as the *Finance Director*. The Foundation shall reimburse the University for all costs incurred by the University in connection with the University's employment of the *Finance Director* including such expenses as salary, payroll taxes, and benefits.

- iii. The Foundation and the University shall enter into a written agreement, in the form of Exhibit "A" hereto, establishing that the *Finance Director* is an employee of the University but subject to the direction and control of the Foundation (generally a "Loaned Employee Agreement"). The Loaned Employee Agreement shall also set forth the relative rights and responsibilities of the Foundation and the University with respect to the *Finance Director*, including the following:

1. The Foundation shall have the right to choose to terminate the Loaned Employee Agreement in accordance with Foundation Procedures and applicable law, such termination may include election by the Foundation for non-renewal of the Loaned Employee Agreement.
2. Termination of the Loaned Employee Agreement in accordance with the Foundation procedures and applicable law shall also result in termination of any obligation of the University to employ the Loaned Employee, subject to applicable legal and procedural requirements of the State of Idaho and the University.
3. Loaned Employee shall be subject to the supervision, direction and control of the Foundation Board of Directors and shall report directly to the Foundation president or her/his designee. Further, the Foundation shall have the primary role in hiring a Loaned Employee, subject to applicable State or University requirements.

c. *Other Loaned Employees.* Other loaned employees providing services pursuant to this Agreement shall also serve pursuant to a Loaned Employee Agreement, Exhibit "A", which shall set forth their particular responsibilities and duties.

d. *Limited Authority of University Employees.* Notwithstanding the foregoing provisions, no University employee who functions in a key administrative or policy making capacity for the University (including, but not limited to, any University Vice-President

or equivalent position) shall be permitted to have responsibility or authority for Foundation policy making, financial oversight, spending authority, investment decisions, or the supervision of Foundation employees.

2. Support Staff Services. The University shall provide administrative, financial, accounting, and development services to the Foundation, as set forth in the Service Agreement attached hereto as Exhibit "B" ("Service Agreement"). All University employees who provide support services to the Foundation shall remain University employees under the direction and control of the University, unless it is agreed that the direction and control of any such employee will be vested with the Foundation in a written Loaned Employee Agreement. The Foundation will pay directly to the University the portion of the overhead costs associated with the services provided to the Foundation pursuant to the Service Agreement. The portion of such costs shall be determined by the agreement of the Parties.

3. University Facilities and Equipment. The University shall provide the use of the University's office space, equipment and associated services to the Foundation's employees upon the terms agreed to by the University and the Foundation. The terms of use (including amount of rent) of the University's office space, equipment and associated services shall be as set forth in the Service Agreement, Exhibit "B" hereto.

4. No Foundation Payments to University Employees. Notwithstanding any ~~contrary~~ provision of this Agreement to the contrary, the Foundation shall not make any payments directly to a University employee in connection with any resources or services provided to the Foundation pursuant to this Article of this Operating Agreement.

#### **ARTICLE IV**

##### **Management and Operation of Foundation**

1. Gift Solicitation.

a. *Authority of Vice President for University Advancement.* All Foundation gift solicitations shall be subject to the direction and control of the Vice President for University Advancement.

b. *Form of Solicitation.* Any and all Foundation gift solicitations shall make clear to prospective donors that (1) the Foundation is a separate legal and tax entity organized for the purpose of encouraging voluntary, private gifts, trusts, and bequests for the benefit of the University; and (2) responsibility for the governance of the Foundation, including the investment of gifts and endowments, resides in the Foundation's Board of Directors.

c. *Foundation is Primary Donee.* Absent unique circumstances, prospective donors shall be requested to make gifts directly to the Foundation rather than to the University.

## 2. Acceptance of Gifts.

a. *Approval Required Before Acceptance of Certain Gifts.* Before accepting contributions or grants for restricted or designated purposes that may require administration or direct expenditure by the University, the Foundation shall obtain the prior written approval of the University, and where required by State Board policy, approval of the State Board. Similarly, the Foundation shall also obtain the prior written approval of the University of the acceptance of any gift or grant that would impose a binding financial or contractual obligation on the University.

b. *Acceptance of Gifts of Real Property.* The Foundation shall conduct adequate due diligence on all gifts of real property that it receives. All gifts of real property intended to be held and used by the University shall be approved by the State Board before acceptance by the University and the Foundation. In cases where the real property is intended to be used by the University in connection with carrying out its proper functions, the real property may be conveyed directly to the University, in which case the University and not the Foundation shall be responsible for the due diligence obligations for such property.

c. *Processing of Accepted Gifts.* All gifts received by the University or the Foundation shall be delivered (if cash) or reported (if any other type of property) to the Foundation's designated gift administration office (a unit of the Foundation) in accordance with the Service Agreement.

3. Fund Transfers. The Foundation agrees to transfer funds, both current gifts and income from endowments, to the University on a regular basis as agreed to by the Parties. The Foundation's Treasurer or other individual to whom such authority has been delegated by the Foundation's Board of Directors shall be responsible for transferring funds as authorized by the Foundation's Board of Directors.

a. *Restricted and Unrestricted Gift Transfers.* The Foundation may make restricted donations to the University. Such donated funds will only be expended by the University pursuant to the terms of such restrictions. The Foundation may also make unrestricted donations to the University. Such donated funds will be expended under the oversight of the University President in compliance with state law and University policies. All expenditures notes in this section must comply with the I.R.S. 501(c)(3) code and be consistent with the Foundation's sole mission to support the University.

## 4. Foundation Expenditures and Financial Transactions.

a. *Signature Authority.* The Foundation designates the Foundation Treasurer as the individual with signature authority for the Foundation in all financial transactions [with the University](#). The Foundation may supplement or change this designation with written notice to the University; provided, however, in no event may the person with Foundation signature

authority for financial transactions be a University employee nor a “Loaned Employee” as that term is used in this Agreement.

b. *Expenditures.* All expenditures of the Foundation shall be (1) consistent with the charitable purposes of the Foundation, and (2) not violate restrictions imposed by the donor or the Foundation as to the use or purpose of the specific funds.

5. University Report on Distributed Funds. On a regular basis, which shall not be less than annually, the University shall report to the Foundation on the use of restricted and unrestricted funds transferred to the University. This report shall specify the restrictions on any restricted funds and the uses of such funds.

6. Transfer of University Assets to the Foundation. No University funds, assets, or liabilities may be transferred directly or indirectly to the Foundation without the prior approval of the State Board except when:

- a. A donor inadvertently directs a contribution to the University that is intended for the Foundation in which case such funds may be transferred to the Foundation so long as the documents associated with the gift indicate the Foundation was the intended recipient of the gift. In the absence of any such indication of donor intent, such funds shall be deposited in an institutional account, and State Board approval will be required prior to the University's transfer of such funds to the Foundation.
- b. The University has gift funds that were originally transferred to the University from the Foundation and the University wishes to return a portion of those funds to the Foundation for reinvestment consistent with the original intent of the gift.
- c. The institution has raised scholarship funds through an institution activity and the institution wishes to deposit the funds with the foundation for investment and distribution consistent with the scholarship nature of the funds.
- d. Transfers of a *de minimis* amount not to exceed \$10,000 from the institution to the Foundation provided such funds are for investment by the Foundation for scholarship or other general university support purposes. This exception shall not apply to payments by the institution to the Foundation for obligations of the institution to the Foundation, operating expenses of the Foundation or other costs of the Foundation.

7. Separation of Funds. All Foundation assets (including bank and investment accounts) shall be held in separate, password protected accounts in the name of the Foundation using Foundation's Federal Employer Identification Number. The financial records of the Foundation shall be kept using a separate chart of accounts. For convenience purposes, some

Foundation expenses may be paid through the University such as payroll and campus charges. These expenses will be paid through accounts clearly titled as belonging to the Foundation and shall be reimbursed by the Foundation on a regular basis. Further, the Foundation shall make data available to external auditors as necessary to complete audit responsibilities.

8. Insurance. To the extent that the Foundation is not covered by the State of Idaho Retained Risk program, the Foundation shall maintain insurance to cover the operations and activities of its directors, officers and employees. The Foundation shall also maintain general liability coverage.

9. Investment Policies. All funds held by the Foundation, except those intended for short term expenditures, shall be invested in accordance with the Uniform Prudent Management of Institutional Funds Act, Idaho Code Sections 33-5001 to 33-5010, and the Foundation's investment policy which is attached hereto as Exhibit "C"; provided, however, the Foundation shall not invest any funds in a manner that would violate the applicable terms of any restricted gifts. The Foundation shall provide to the University any updates to such investment policy which updates shall also be attached hereto as Exhibit "C".

10. Organization Structure of the Foundation. The organizational structure of the Foundation is set forth in the Foundation's Articles of Incorporation which are attached hereto as Exhibit "D" and the Foundation's Amended and Restated Bylaws which are attached as Exhibit "E." The Foundation agrees to provide copies of such Articles and Bylaws as well as any subsequent amendments to such documents to both the University and the State Board.

11. Conflicts of Interest and Ethical Conduct. The Foundation has adopted a written policy addressing the manner the Foundation will address conflict of interest situations. The Foundation's Conflict of Interest Policy is set forth as Exhibit ~~"E"~~ "F", and the Foundations Code of Ethical Conduct is set forth as Exhibit ~~"F"~~ "G".

## **ARTICLE V**

### **Foundation Relationships with the University**

1. Access to Records. The Foundation shall establish and enforce policies to protect donor confidentiality and rights. The donor database, as well as other data, materials and information of the Foundation pertaining to past, current or prospective donors, are proprietary to the Foundation and constitute its confidential information and trade secrets. The University shall not access such information except in compliance with the Foundation's donor confidentiality policies. The Foundation and University shall take the steps necessary to monitor and control access to the donor database and to protect the security of the server and software relevant to the database.

The Foundation will provide access to data and records to the University on a need-to-know basis in accordance with applicable laws, Foundation policies, and guidelines. The University shall, at any time, have access to the financial records of the Foundation. The scope of this right of the University shall be construed as broadly as needed to conduct a complete audit of the Foundation as such an audit would be conducted under generally accepted accounting procedures if the University should so require. Provided, however, that the University need not conduct an audit to be provided such access, but shall be provided such access at any time.

The University's access shall not include donor specific data such that would provide individually identifiable information about donors or their donations made to the Foundation.

2. Record Management.

a. The Parties recognize that the records of the Foundation relating to actual or potential donors contain confidential information. Such records shall be kept by the Foundation in such a manner as to protect donor confidentiality to the fullest extent allowed by law. Notwithstanding the access to records permitted above, access to such confidential information by the University shall be limited to the University's President and any designee of the University's President.

b. The Foundation shall be responsible for maintaining all permanent records of the Foundation including but not limited to the Foundation's Articles, Bylaws and other governing documents, all necessary documents for compliance with IRS regulations, all gift instruments, and all other Foundation records as required by applicable laws.

c. Except to the extent that records are confidential (including confidential donor information), the Foundation agrees to be open to public inquiries for information that would normally be open in the conduct of University affairs and to provide such information in a manner consistent with the Idaho Public Records Law, set forth in Idaho Code Sections 9-337 – 9-350, except where otherwise required by state and federal law.

3. Name and Marks. Each Party hereby is granted a general, non-exclusive, royalty-free license to use the corporate name of the other, specifically: "Idaho State University" and "The Idaho State University Foundation" in all activities conducted in association with or for the benefit of the other. Use of the other Party's name must be in manner that clearly identifies the Parties as separate entities, and neither Party may use the other Party's name to imply approval or action of the other Party. Neither Party may delegate, assign, or sublicense the rights granted hereunder without express written consent from the other Party. This license does not extend to any identifying marks of either Party other than the specified corporate name. Use of other marks must receive prior written approval.

4. Identification of Source. The Foundation shall be clearly identified as the source of any correspondence, activities and advertisements emanating from the Foundation.

5. Establishing the Foundation's Annual Budget. The Foundation shall provide the University with the Foundation's proposed annual operating budget and capital expenditure plan (if any) prior to the date the Foundation's Board of Directors meeting at which the Foundation's Board of Directors will vote to accept such operating budget. Any of the University's funding requests to the Foundation shall be communicated in writing to the Foundation's Treasurer and Assistant Treasurer. If the request is for reimbursement, the University shall provide appropriate documentation to the Foundation to ensure that the funds to be reimbursed were used in compliance with donor intent. ~~by March 1 of each year.~~

6. Attendance of University's President at Foundation's Board of Director Meetings. The University's President shall be invited to attend all meetings of the Foundation's Board of Directors and may act in an advisory capacity in such meetings.

7. Supplemental Compensation of University Employees. No supplemental compensation of University employees may be made by the Foundation. Provided the Foundation may reimburse the University for those benefits which are necessary for its normal course of operations, including, but not limited to, travel and continuing professional education. This is not intended to proscribe reimbursement by the Foundation of the University's expenses associated with "Loaned Employees" as set forth elsewhere in this Agreement, nor the payment of funds by the Foundation to the University in support of endowed chairs or similar faculty positions.

## **ARTICLE VI**

### **Audits and Reporting Requirements**

1. Fiscal Year. The Foundation and the University shall have the same fiscal year.
2. Annual Audit. On an annual basis, the Foundation shall have an audit conducted by a qualified, independent certified public accountant who is not a director or officer of the Foundation. The annual audit will be provided on a timely basis to the University's President and the Board, in accordance with the Board's schedule for receipt of said annual audit. The Foundation's Annual Statements may be presented in accordance with standards promulgated by the Financial Accounting Standards Board (FASB). The Foundation is a component unit of the University as defined by the Government Accounting Board Standards Board (GASB). Accordingly, the University, which follows a GASB format, is required to include the Foundation in its Financial Statements. Therefore, if the Foundation presents its audited Financial Statement under FASB, Schedules reconciling the FASB Statements to GASB standards must be provided to the State of Idaho in the detail required by GASB standards. The annual audited Financial Statements and Schedules shall be submitted to the University's Office of Finance and Administration in sufficient time to incorporate the same into the State of Idaho's Comprehensive Annual Financial Review statements.



3. Separate Audit Rights. The University agrees that the Foundation, at its own expense, may at any time during normal business hours conduct or request additional audits or reviews of the University's books and records pertinent to the expenditure of donated funds. The Foundation agrees that the University and the State Board, at its own expense, may, at reasonable times, inspect and audit the Foundation's books and accounting records.

4. Annual Reports to University President. On a regular basis, which shall not be less than annually, the Foundation shall provide a written report to the University President and the State Board setting forth the following items:

- a. the annual financial audit report;
- b. an annual report of Foundation transfers made to the University, ~~summarized by University department~~;
- c. an annual report of unrestricted funds received by the Foundation;
- d. an annual report of unrestricted funds available for use during the current fiscal year;
- e. a list of all of the Foundation's officers, directors, and employees;
- f. a list of University employees for whom the Foundation made payments to the University for supplemental compensation or any other approved purpose during the fiscal year, and the amount and nature of that payment;
- g. a list of all state and federal contracts and grants managed by the Foundation;
- h. an annual report of the Foundation's major activities;
- i. an annual report of each real estate purchase or material capital lease, investment, or financing arrangement entered into during the preceding Foundation fiscal year for the benefit of the University; and
- j. an annual report of (1) any actual litigation involving the Foundation during its fiscal year; (2) identification of legal counsel used by the Foundation for any purpose during such year; and (3) identification of any potential or threatened litigation involving the Foundation.

## **ARTICLE VII**

### **Conflict of Interest and Code of Ethics and Conduct**

1. Conflicts of Interest and Code of Ethics and Conduct Policy Statement. The Foundation has adopted a written policy addressing the manner the Foundation will address conflict of interest situations. The Foundation's Conflict of Interest Policy is set as Exhibit "F", and its Code of Ethics and Conduct is set forth as Exhibit "G".

2. Dual Representation. Under no circumstances may a University employee represent both the University and the Foundation in any negotiation, sign for both entities in transactions, or direct any other institution employee under their immediate supervision to sign for the related party in a transaction between the University and the Foundation. This shall not prohibit University employees from drafting transactional documents that are subsequently provided to the Foundation for its independent review, approval and use.

3. Contractual Obligation of University. The Foundation shall not enter into any contract that would impose a financial or contractual obligation on the University without first obtaining the prior written approval of the University and, if applicable under law or policy, the State Board of Education. University approval of any such contract shall comply with policies of the State Board of Education with respect to approval of University contracts.

4. Acquisition or Development of Real Estate. The Foundation shall not acquire or develop real estate or otherwise build facilities for the University's use without first obtaining approval of the State Board. In the event of a proposed purchase of real estate for such purposes by the Foundation, the University shall notify the State Board and where appropriate, the Idaho Legislature, at the earliest possible date, of such proposed purchase for such purposes. Furthermore, any such proposed purchase of real estate for the University's use shall be a coordinated effort of the University and the Foundation. Any notification to the State Board required pursuant to this paragraph may be made through the State Board's chief executive officer in executive session pursuant to Idaho Code Section 67-2345(1)(c).

## **ARTICLE VIII**

### **General Terms**

1. Effective Date. This Agreement shall be effective on the date set forth above.
2. Right to Terminate. This Operating Agreement shall terminate upon the mutual written agreement of both parties. In addition, either party may, upon 90 days prior written notice to the other, terminate this Operating Agreement, and either party may terminate this Operating Agreement in the event the other party defaults in the performance of its obligations and fails to cure the default within 30 days after receiving written notice from the non-defaulting party specifying the nature of the default. Should the University choose to terminate this Operating Agreement by providing 90 days written notice or in the event of a default by the

Foundation that is not cured within the time frame set forth above, the Foundation may require the University to pay, within 180 days of written notice, all debt incurred by the Foundation on the University's behalf including, but not limited to, lease payments, advanced funds, and funds borrowed for specific initiatives. Should the Foundation choose to terminate this Operating Agreement by providing 90 days written notice or in the event of a default by the University that is not cured within the time frame set forth above, the University may require the Foundation to pay any debt it holds on behalf of the Foundation in like manner. The parties agree that in the event this Operating Agreement shall terminate, they shall cooperate with one another in good faith to negotiate a new agreement within six (6) months. In the event the parties are unable to negotiate a new agreement within the time period specified herein, they will refer the matter to the State Board for resolution. Termination of this Operating Agreement shall not constitute or cause dissolution of the Foundation.

3. Board Approval of Operating Agreement. Prior to the Parties' execution of this Operating Agreement, an unexecuted copy of this Operating Agreement must be approved to the State Board. Furthermore, this Operating Agreement, including any subsequent modifications and restatements of this Operating Agreement, shall be submitted to the State Board for review and approval no less frequently than once every two (2) years or more frequently if otherwise requested by the State Board.

4. Modification. Any modification to the Agreement or Exhibits hereto shall be in writing and signed by both Parties.

5. Providing Document to and Obtaining Approval from the University. Unless otherwise indicated herein, any time documents are to be provided to the University or any time the University's approval of any action is required, such documents shall be provided to, or such approval shall be obtained from, the University's President or an individual to whom such authority has been properly delegated by the University's President.

6. Providing Documents to and Obtaining Approval from the Foundation. Unless otherwise indicated herein, any time documents are to be provided to the Foundation or any time the Foundation's approval of any action is required, such document shall be provided to, or such approval shall be obtained from, the Foundation's Board of Directors or an individual to whom such authority has been properly delegated by the Foundation's Board of Directors.

7. Notices. Any notices required under this agreement may be mailed or delivered as follows:

To the University:

President  
Idaho State University  
921 South 8<sup>th</sup> Ave. Stop 8310  
Pocatello, ID 83209-8410

To the Foundation:

Vice President for Advancement  
Idaho State University  
921 South 8<sup>th</sup> Ave. Stop 8024  
Pocatello, ID 83209-8024

Finance Director  
Idaho State University Foundation  
921 South 8<sup>th</sup> Ave. Stop 8050  
Pocatello, ID 83209-8050

8. No Joint Venture. At all times and for all purposes of this Memorandum of Understanding, the University and the Foundation shall act in an independent capacity and not as an agent or representative of the other party.

9. Liability. The University and Foundation are independent entities and neither shall be liable for any of the other's contracts, torts, or other acts or omissions, or those of the other's trustees, directors, officers, members or employees.

10. Indemnification. The University and the Foundation each agree to indemnify, defend and hold the other party, their officers, directors, agents and employees harmless from and against any and all losses, liabilities, and claims, including reasonable attorney's fees arising out of or resulting from the willful act, fault, omission, or negligence of the party, its employees, contractors, or agents in performing its obligations under this Operating Agreement. This indemnification shall include, but not be limited to, any and all claims arising from an employee of one party who is working for the benefit of the other party. Nothing in this Operating Agreement shall be construed to extend to the University's liability beyond the limits of the Idaho Tort Claims Act, Idaho Code §6-901 et seq.

11. Dispute Resolution. The parties agree that in the event of any dispute arising from this ~~MOU~~Agreement, they shall first attempt to resolve the dispute by working together with the appropriate staff members of each of the parties. If the staff cannot resolve the dispute, the dispute will be referred to the Chair of the Foundation and the University President. If the Foundation and University President cannot resolve the dispute, then the dispute will be referred to the Foundation Chair and the State Board of Education for resolution. If they are unable to resolve the dispute, the parties shall submit the dispute to mediation by an impartial third party or professional mediator mutually acceptable to the parties. If and only if all the above mandatory steps are follows in sequence and the dispute remains unsolved, then, in such case, either party shall have the right to initiate litigation arising from this ~~MOU~~ Agreement. In the event of litigation, the prevailing party shall be entitled, in addition to any other rights and remedies it

may have, to reimbursement for its expenses, including court costs, attorney fees, and other professional expenses.

12. Dissolution of Foundation. Consistent with provisions appearing in the Foundation's Bylaws and/or Articles of Incorporation, should the Foundation cease to exist or cease to qualify as an Internal Revenue Code §501(c)(3) organization, the Foundation will transfer its assets and property to the University, to a reincorporated successor Foundation organized to benefit the University, or to the State of Idaho for public purposes, in accordance with Idaho law.

13. Assignment. This Agreement is not assignable by either party, in whole or in part.

14. Governing Law. This Agreement shall be governed by the laws of the State of Idaho.

15. Severability. If any provision of this Agreement is held invalid or unenforceable to any extent, the remainder of this Agreement is not affected thereby and that provision shall be enforced to the greatest extent permitted by law.

16. Entire Agreement. This Agreement constitutes the entire agreement among the Parties pertaining to the subject matter hereof, and supersedes all prior agreements and understandings pertaining thereto.

IN WITNESS WHEREOF, the University and the Foundation have executed this agreement on the above specified date.

Idaho State University

By: \_\_\_\_\_  
Its: President

Idaho State University Foundation, Inc.

By: \_\_\_\_\_  
Its: President

## **EXHIBIT "A"**

### **Loaned Employee Agreement**

## EXHIBIT "A"

### **AGREEMENT FOR LOANED EMPLOYEE IDAHO STATE UNIVERSITY/IDAHO STATE UNIVERSITY FOUNDATION**

THIS AGREEMENT is entered into by and between IDAHO STATE UNIVERSITY, a state educational institution, and a body politic and corporate organized and existing under the laws of the state of Idaho ("University"), and IDAHO STATE UNIVERSITY FOUNDATION, a private nonprofit corporation ("ISUF") effective for the period June 26, 2011 through June 23, 2012.

#### **BACKGROUND**

A. The ISUF, incorporated as a 501(c)(3) organization in 1967, raises and manages private funds for the benefit of the University, and

B. University has agreed to loan its employee, NAME ("Loaned Employee"), to ISUF to act in the capacity of Fiscal Officer for ISUF.

#### **AGREEMENT**

The parties agree as follows:

##### **1. Relationship between Loaned Employee and University.**

a. Loaned Employee may be an exempt, fiscal year employee of the University subject to all applicable policies and procedures of the Board and the University, or a classified employee subject to the applicable State of Idaho, State Board and/or University rules and procedures.

b. Loaned Employee will be paid at a fiscal year salary rate of \$AMOUNT, payable on the regular bi-weekly paydays of the University. Loaned Employee will be entitled to University benefits to the same extent and on the same terms as other full-time University employees of her/his classification.

c. University shall be responsible for the payment of all salary and benefits to Loaned Employee. University shall be responsible for all payroll-related taxes, benefits costs, and other related payroll costs arising out of the Loaned Employee's employment with University.

##### **2. Relationship between ISUF and Loaned Employee.**

a. Loaned Employee will work full time and shall be under the exclusive supervision, direction and control of the ISUF Board of Directors during the performance of her/his duties under this Agreement. Such duties shall include, but shall not be limited to,

supervision of the back office operational processing of gifts and reporting to various stakeholders; responsibility for the management and operations of the donor system (Viking); support of development staff and other personnel associated with the utilization of the donor system; relations with the University relative to IT support and security; oversight and management of ISUF operational policies; and, direct supervision of the management assistant, program information coordinator, office specialist II, technical records specialist, and student inter, and others who may be assigned from time-to-time. Loaned Employee will report directly to ISUF President or her/his designee, who shall determine her/his duties. Loaned Employee will be considered a loaned employee under the workers' compensation law of the State of Idaho.

**b.** ISUF is solely responsible for payment of income, social security, and other employment taxes, if any, due to the proper taxing authorities arising from its payment of reimbursements to Loaned Employee. ISUF agrees to indemnify, defend, and hold the University harmless from any and all liabilities, losses, claims or judgments relating to the payment of these taxes.

**c.** No later than ninety (90) days prior to the end of the term of this Agreement, and each subsequent term, if any, ISUF will evaluate the performance of Loaned Employee. In the case where the Loaned Employee is a classified employee, such evaluation shall occur in accordance with rules and procedures applicable to such employees. ISUF will provide a copy of the evaluation document to the University no later than fourteen (14) days after the evaluation is completed.

**d.** ISUF may terminate or non-renew Loaned Employee's employment contract, or discipline Loaned Employee in accordance with ISUF's procedures and applicable law, any such termination or non-renewal shall constitute grounds for termination, non-renewal or discipline of Loaned Employee by the University. Provided however, particularly when the Loaned Employee is a classified employee, any contemplated termination shall be subject to applicable legal and procedural requirements of the State of Idaho and the University.

### **3. Relationship between ISUF and University.**

**a.** ISUF will reimburse University for one hundred percent (100%) of the University's total cost of Loaned Employee's salary and benefits including payroll-related taxes, benefits, and other related payroll costs and the costs associated with travel approved by ISUF. Such costs will be billed quarterly and paid to the University.

**b.** University shall maintain accurate books and account records reflecting the actual cost of all items of direct cost for which payment is sought under this Agreement. At all reasonable times, ISUF shall have the right to inspect and copy said books and records, which the University agrees to retain for a minimum period of one year following the completion of this Agreement.

**c.** The furnishing of Loaned Employee shall not be considered a professional service of the University. At no time during the performance of this Agreement shall the Loaned Employee receive or act under instructions from the University regarding the work performed on



behalf of ISUF.

**d.** University shall have no liability to ISUF for loss or damage growing out of or resulting from the activities of the Loaned Employee. ISUF therefore agrees to release, defend, indemnify and hold harmless the state of Idaho, University, its governing board, officers, employees, and agents, and the Loaned Employee from and against any and all claims, demands, losses, damages, costs, expenses, and liabilities, including but not limited to injuries (including death) to persons and for damages to property (including damage to property of ISUF or others) arising out of or in connection with the activities of the Loaned Employee under this Agreement. The limitation on liability and any agreement to defend, indemnify, or hold harmless expressed in the Agreement shall apply even in the event of the fault or negligence of the Loaned Employee.

#### **4. General Terms**

**a. Term, Termination.** This Agreement will terminate on the same day as Loaned Employee's contract as an exempt employee of the University terminates, or in the case of classified employees, after applicable rules and procedures have been followed, or upon Employee's resignation or other separation from employment, whichever is earlier. By mutual written consent, in conjunction with any renewal of the Loaned Employee's contract as an exempt employee of the University, the parties may extend the term of this Agreement for a term equal to the term of the exempt Loaned Employee's renewed contract with the University, or in the case of a classified employee, continued into the next ensuing fiscal year, such that the term of this Agreement shall always be equal to the term of Loaned Employee's status as an exempt or classified employee of the University. The Loaned Employee remains subject to all applicable Board and University policies, including but not limited to policies regarding nonrenewal of fixed term appointments and termination or discipline for adequate cause, and where applicable, rules and procedures pertaining to classified employees.

**b. Governing Law.** This Agreement will be governed by the laws of the State of Idaho as an agreement to be performed within the State of Idaho. The venue for any legal action under this Agreement shall be in Bannock County.

**c. Notice.** 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:

**To ISUF:**

Idaho State University Foundation  
President  
921 South 8<sup>th</sup> Ave. Stop 8050  
Pocatello, ID 83209-8050

Phone: (208) 282-3470  
Fax: (208) 282-4994

**To the University:**

Idaho State University  
Vice President for Advancement  
821 South 8<sup>th</sup> Ave, Stop 8024  
Pocatello, ID 83209-8024

Phone: (208) 282-3198  
Fax: (208) 282-4487

**To the Loaned Employee:**

**EMPLOYEE NAME**

Last address on file with University's Human Resources

Notice shall be deemed given on its date of mailing, faxing, or upon written acknowledgment of its receipt by personal delivery, whichever shall be earlier.

**d. Waiver.** Waiver by either party of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition, or any subsequent breach of the same or any other term, covenant or condition herein contained.

**e. Attorney's Fees.** In the event an action is brought to enforce any of the terms, covenants or conditions of this Agreement, or in the event this Agreement is placed with an attorney for collection or enforcement, the successful party to such an action or collection shall be entitled to recover from the losing party a reasonable attorney's fee, together with such other costs as may be authorized by law.

IDAHO STATE UNIVERSITY

IDAHO STATE UNIVERSITY  
FOUNDATION

\_\_\_\_\_  
James A. Fletcher, Vice President

\_\_\_\_\_  
~~Michael J. Byrne~~ William M. Eames, President

Finance and Administration

Date: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
Kent Tingey, Vice President  
University Advancement

Date: \_\_\_\_\_

LOANED EMPLOYEE concurrence and commitment:

---

Date: \_\_\_\_\_

## **EXHIBIT "B"**

### **Service Agreement**

## **EXHIBIT “B”**

### **SERVICES AGREEMENT**

#### **IDAHO STATE UNIVERSITY– IDAHO STATE UNIVERSITY FOUNDATION**

THIS SERVICES AGREEMENT is entered into by and between Idaho State University, a state educational institution, and a body politic and corporate organized and existing under the Constitution and laws of the state of Idaho (“University”), and IDAHO STATE UNIVERSITY FOUNDATION, a private nonprofit corporation (“ISUF”).

- A. The University agrees to provide to the ISUF the following administrative, financial, accounting, and investment support services.
  - 1. Administrative support for reconciliation between appropriate ISUF and ISU accounts such as scholarship and spendable accounts and appropriate revenue reports between ISUF and ISU, assist with transfer of gift funds to ISU, assist with monitoring gift fund use to ensure compliance with wishes of donor, ISUF policies and applicable laws.
  - 2. Administrative support for ISUF gift acceptance committee including analysis for evaluation of proposed gifts of real estate and analysis of gifts with unusual restrictions and/or financial/legal consequences, assist with transfers of gifted marketable securities and approved real estate to ISUF, assist with receipt of distributions from estates and trusts to ISUF.
- B. All University employees who provide support services to the ISUF shall remain University employees under the direction and control of the University.
- C. The University will supply the facilities, equipment, software and operating supplies necessary for the University employees supplying the above support services to the ISUF, the nature and location of which shall be in the University’s discretion. In addition, the University shall furnish office space and office equipment for use by the “loaned employees”, the nature and location of which shall be subject to agreement of the parties.
- D. The ISUF will pay directly to the University a reasonable consideration for the services, facilities, equipment, software and operating supplies provided to the ISUF pursuant to the Service Agreement based upon agreed upon budgets for the services and operations described herein. In conjunction with the University’s annual budget process, the University will prepare and present to the ISUF for consideration and acceptance an operating budget for the services and operations to be provided under this Agreement upon which the consideration shall be based.

This Services Agreement shall be effective as of the date of the last signature thereto and shall continue in annual terms matched to the University’s fiscal year until terminated by either party. This Services Agreement may be terminated by either party upon written notice of termination, such termination to be effective 30 days after notice thereof. This Services Agreement shall also terminate at the same time as any termination of the Operating Agreement between the

University and the ISUF dated February 5, 2009. In the event of termination, all obligations of the parties hereto shall cease as of the date of termination except for obligations for payment or reimbursement which accrued prior to the date of termination.

IDAHO STATE UNIVERSITY

IDAHO STATE UNIVERSITY FOUNDATION

\_\_\_\_\_  
James A. Fletcher, Vice President  
Finance and Administration

\_\_\_\_\_  
Michael J. Byrne, President

Date:\_\_\_\_\_

Date:\_\_\_\_\_

## **EXHIBIT "C"**

### **Investment Policy**

## **EXHIBIT “C”**

### **Idaho State University Foundation**

#### **Policy V D Investments**

### **INVESTMENT POLICIES OF THE IDAHO STATE UNIVERSITY FOUNDATION**

#### **Preamble**

It is the policy of the Board to treat all assets of the Idaho State University Foundation, including funds that are legally unrestricted, as if held by the Idaho State University Foundation in a fiduciary capacity for the sake of accomplishing its mission and purposes. The following investment objectives and directions are to be judged and understood in light of that overall sense of stewardship. In that regard, the basic investment standards shall be those of a prudent investor as articulated in applicable state laws.

#### **Investment Assets**

For purposes of these policies, investment assets are those assets of the Idaho State University Foundation that are available for investment in the public securities markets as stocks, bonds, cash, or cash equivalents, either directly or through intermediate structures. Illiquid assets are described in the Idaho State University Foundation’s gift acceptance policies, and are governed by those rules and not by these investment policies.

#### **Supervision and Delegation**

The Board of the Idaho State University Foundation has adopted these policies and has formed an Investment Committee, described below, to whom it has delegated authority to supervise the Idaho State University Foundation investments. The committee and its counselors will act in accord with this investment policy (hereinafter “policy”), and all applicable laws and state and federal regulations that apply to nonprofit agencies including, but not limited to, the Uniform Prudent Investors Act and the Uniform Management of Institutional Funds Act. The Board reserves to itself the exclusive right to amend or revise these policies.

#### **Investment Committee**

It shall be the responsibility of the Investment Committee to:

1. Supervise the overall implementation of the Idaho State University Foundation’s investment policies by the Idaho State University Foundation’s executive staff and outside advisors;
2. Monitor and evaluate the investment performance of the Idaho State University Foundation’s funds;
3. Report at each regularly scheduled meeting of the Board on Foundation investment matters including financial performance;
4. Develop and annually update an investment policy, asset allocation strategies, risk-based fund objectives, and appropriate investment management structures and provide the same to the Board;
5. Execute such other duties as may be delegated by the Board.



Whenever these policies assign specific tasks to the committee, the policies assume that the actual work will (or may) be performed by the Idaho State University Foundation's Finance Director or other designated staff members, subject only to the committee's overall supervision.

### **Investment Consultant, Advisors, and Agents**

The committee is specifically authorized to retain one or more investment advisors (advisors) as well as any administrators, custodians, or other investment service providers required for the proper management of the Idaho State University Foundation's funds. The committee may utilize an advisor as an investment consultant (consultant) to advise and assist the committee in the discharge of its duties and responsibilities. In that regard, a consultant may help the committee to

1. Develop and maintain investment policy, asset allocation strategies, risk-based fund objectives, and appropriate investment management structures;
2. Select, monitor, and evaluate investment advisors and/or investment entities;
3. Provide and/or review quarterly performance measurement reports and assist the committee in interpreting the results;
4. Review portfolios and recommend actions, as needed, to maintain proper asset allocations and investment strategies for the objectives of each fund; and,
5. Execute such other duties as may be mutually agreed.

In discharging this authority, the committee can act in the place and stead of the board and may receive reports from, pay compensation to, enter into agreements with, and delegate discretionary investment authority to such advisors. When delegating discretionary investment authority to one or more advisors, the committee will establish and follow appropriate procedures for selecting such advisors and for conveying to each the scope of their authority, the organization's expectations, and the requirement of full compliance with these policies.

### **Objectives**

The Idaho State University Foundation's primary investment objective is to preserve and protect its assets by earning a total return for each category of assets (a "fund"), which is appropriate for each fund's time horizon, distribution requirements, and risk tolerance.

### ***Tax-Based Restrictions***

The Idaho State University Foundation is a charitable organization under § 501(c)(3) of the Internal Revenue Code. Consequently, its income is generally exempt from federal and state income tax with the exception of income that constitutes unrelated business taxable income (UBTI). The committee is to determine if a particular strategy or investment will generate UBTI, for which it may rely on advice of counsel. Since UBTI can be generated by leveraged investments (resulting in "debt-financed income"), the Idaho State University Foundation will not utilize margin, short selling, or other leveraged investment strategies unless the Investment Committee grants a specific exception. When granting exceptions, the committee must determine that the potential rewards outweigh the incremental risks and costs of UBTI. All such exceptions shall be made in writing and shall be communicated to the Board as part of the next regular Investment Committee report.

## Reporting Requirements

1. *Monthly* — The committee will obtain written monthly custodial statements. Such statements should contain all pertinent transaction details for each account that holds all or a portion of any the Idaho State University Foundation investment funds. Each monthly statement should include
  - The name and quantity of each security purchased or sold, with the price and transaction date; and,
  - A description of each security holding as of month-end, including its percentage of the total portfolio, purchase date, quantity, average cost basis, current market value, unrealized gain or loss, and indicated annual income (yield) at market.

In addition, if not included in the custodial reports, the consultant and/or the investment advisor(s) should provide a report for each fund or portfolio showing the month-end allocation of assets between equities, fixed-income securities, and cash. The monthly review of custodial statements may be delegated to the Idaho State University Foundation accounting staff.

2. *Quarterly* — The committee should obtain from its investment consultant and/or investment advisors, a detailed review of the Idaho State University Foundation's investment performance for the preceding quarter and for longer trailing periods as appropriate. Such reports should be provided as to each fund and as to the Idaho State University Foundation investment assets in the aggregate. As to each fund, the committee should establish with its investment consultant and/or investment advisors the specific criteria for monitoring each fund's performance including the index or blend of indices that are appropriate for the objectives of each fund and for the investment style or asset class of each portfolio within a fund. The committee shall meet with the consultant to conduct such reviews to the extent it deems necessary.
3. *Periodically* — The committee should meet with its investment consultant at least annually to review all aspects of the Idaho State University Foundation's investment assets. Such a review should include 1) strategic asset allocation, 2) manager and investment entity performance, 3) anticipated additions to or withdrawals from funds, 4) future investment strategies, and 5) any other matters of interest to the committee.

Date of Board Approval:

Person responsible for the periodic review of policy and if necessary submits proposed revisions to Board for approval: Chair Investment Committee Chair

Date of Last Review

## **EXHIBIT "D"**

### Articles of Incorporation

EXHIBIT D

ARTICLES OF INCORPORATION

OF

IDAHO STATE UNIVERSITY FOUNDATION, INC.

BE IT KNOWN That We, the undersigned, being natural persons of full age and citizens of the United States, in order to form a corporation for the purposes hereinafter stated, under and pursuant to the provisions of the general corporation laws of the State of Idaho, and in particular Chapter 11 of Title 30, and the Acts amendatory thereof and supplemental thereto, do hereby associate ourselves, together with such other persons as may associate themselves and their successors, for the purpose in incorporation and do hereby certify as follows:

ARTICLE I.

NAME

The name of this corporation is "Idaho State University Foundation, Inc.

ARTICLE II.

PERIOD OF DURATION

This corporation shall have perpetual existence.

ARTICLE III.

PURPOSES

The purposes for which this corporation was formed and now exists are:

1. To solicit and receive contributions, gifts, grants, devises or bequests of real or personal property or both from individuals, foundations, partnerships, associations, governmental bodies or public or private corporations and to maintain, use and apply the whole or any part of the income therefrom and the principal thereof exclusively for charitable, scientific, literary or educational purposes either directly or by contribution to the Idaho State University or other organizations duly authorized to carry on charitable, scientific, literary or educational activities in order to aid and benefit the Idaho State University, provided, however, that no part of such income or principal shall be contributed to any organization whose net earnings or any part thereof enure to the benefit of any private shareholder or individual or any substantial part of the activities of which involve carrying on propaganda or otherwise attempting to influence legislation, or

participating in or intervening in (including the publishing or distributing of statements) any political campaign on behalf of any candidate for public office.

2. No part of the net earnings of the corporation shall enure to the benefit of any member, trustee, officer of the corporation or any private individual (except that reasonable compensation may be paid for services rendered to or for the corporation in connection with one or more of its purposes) and no member, trustee, officer of the corporation or any private individual shall be entitled to share in the distribution of any of the corporation's assets on dissolution of the corporation.
3. No part of the activities of the corporation shall involve carrying on propaganda or otherwise attempting to influence legislation or participating in or intervening (including the publishing or distributing of statements) in any political campaign on behalf of any candidate for public office.
4. Upon dissolution of the corporation or the winding up of its affairs except by merger with corporation of similar purposes, the assets of the corporation shall be distributed exclusively to the Idaho State University.

#### ARTICLE IV.

##### POWERS

Subject to the express limitation that the corporation shall not have or possess any power at any time, the effect of which prevents the corporation from qualifying as an exempt organization under paragraph 501 of the Internal Revenue Code of 1954 as it now exists or as it may be amended hereafter or which prevents any gifts, grant, devise or bequest from qualifying as a charitable contribution for Federal Estate Tax purposes or for Federal Income Tax purposes, the corporation shall have and possess the following powers, any or all of which must be exercised exclusively in the furtherance of the purposes for which the corporation exists:

- (a) To have perpetual succession by its corporate name.
- (b) To sue and be sued, complain and defend, in its corporate name.
- (c) To have a corporate seal which may be altered at pleasure, and to use the same by causing it, or a facsimile thereof, to be impressed or affixed or in any other manner reproduced.
- (d) To purchase, take, receive, lease, take by gifts, devise, or bequest, or otherwise acquire, own, hold, improve, use and otherwise deal in and with real or personal property or any interest therein wherever situated.

- (e) To sell, convey, mortgage, pledge, lease, exchange, transfer and otherwise dispose of all or any part of its property and assets.
- (f) To purchase, take, receive, subscribe for or otherwise acquire, own, hold, vote, use, employ, sell, mortgage, lend, pledge or otherwise dispose of and otherwise use and deal in and with shares or other interests in or obligations of other domestic or foreign corporations, whether for profit or not for profit, associations, partnerships or individuals or direct or indirect obligations of the United States or of any other government, state, territory, governmental district or municipality, or of any instrumentality thereof.
- (g) To make contracts and incur liabilities, borrow money at such rates of interest as the corporation may determine, issue its notes, bonds, and other obligations, and secure any of its obligations by mortgage or pledge of all or any of its property, franchises and income.
- (h) To lend money for its corporate purposes, invest and reinvest its funds and take and hold real and personal property as security for the payment of funds so loaned or invested.
- (i) To conduct its affairs, carry on its operations and have offices and exercise the powers granted by the provisions of Chapter 11, Title 30, Idaho Corporation Code, as that act presently exists or as it may be amended in the future, in any state, territory, district or possession of the United States or in any foreign country.
- (j) To elect or appoint any committees and any officers or agents of the corporation as the Board of Directors may determine and to define their duties and fix the compensation to be paid to any officer or agent.
- (k) To make and alter By-Laws not inconsistent with these Articles of Incorporation or with the Laws of the State of Idaho for the administration and regulation of the affairs of the corporation.
- (l) To make donations for the general welfare of the Idaho State University and for charitable, scientific, literary, and educational purposes incident to the operation of the Idaho State University.
- (m) To indemnify any director or officer or former director or officer of the corporation or any person who may have served at its request as a director or officer of another corporation whether for profit or not for profit against expenses actually and necessarily incurred by him in connection with the defense of any action, suit or proceeding in which he is made a party by reason of being or having been such director or officer, except in relation to matters as to which he shall be adjudged in such action, suit or proceeding to be liable for negligence or misconduct in the performance of duty; but such indemnification shall not be deemed exclusive of any other rights to which such director or officer may be otherwise entitled.
- (n) To cease its corporate activities and surrender its corporate franchise, or to merge with similar non-profit corporations.

- (o) To have and exercise all powers necessary or convenient to effect any and all of the purposes for which the corporation is organized and exists.
- (p) To execute trust agreements and accept and administer trust funds relating to the purposes for which the corporation has been organized and exists and not in conflict with the exempt status of the corporation under the Internal Revenue Code.
- (q) To pay the reasonable and necessary expenses for the operation of the corporation out of the principal or income from gifts, grants, devises or bequests made expressly for that purpose or unrestricted as to their use by the donors or unless expressly provided to the contrary by the agreement controlling the use of such funds, from income received from other gifts, grants, devises or bequests during the period said funds are held by the foundation and are not required for the purposes specified by the donor, grantor or testator.
- (r) Unless otherwise specifically restricted by the donor, grantor, or testator, the corporation shall have and possess the following powers with reference to its investments:
  - (1) To receive and accept in kind and to hold and administer as an investment as long as it shall seem to it best, any and all property which may come to it without liability for depreciation or loss through errors of judgment or otherwise.
  - (2) To mingle funds of different gifts for the purpose of investment and reinvestment.
  - (3) To acquire, invest, reinvest, exchange, retain, sell or otherwise dispose of stocks, bonds, or other securities in the exercise of the judgment and care under the circumstances then prevailing which men of prudence, discretion and intelligence generally exercise in the management of their own affairs, not in regard to speculation but in making investments of their own funds with a view to probable increase of principal as well as safety of their capital and current income. Within the limitations of this standard, the corporation is authorized to acquire and retain every kind of property, real, personal or mixed, and every kind of investment including specifically, but without limiting the generality of the foregoing, bonds, debentures and other corporate obligations, stocks, preferred or common, and real estate mortgages and to retain any property properly acquired without limitation as to time and without regard to its suitability for original purchase. The corporation shall not be limited or restricted to authorized investments for trustees under the laws of Idaho or any other law as now existing or as hereafter enacted.
  - (4) To determine whether money or other property received is principal or income, or partly one and partly the other; and to charge and apportion expenses and losses to principal and income as it may deem just and equitable; to make good any "wasting investment," losses of principal or premiums paid for securities, out of income over such periods of time as it may deem advisable.

- (5) To invest and reinvest expendable principal received by the Foundation for specific purposes but not presently required for the purposes specified by the donor, grantor or testator in such investments as the Board of Directors shall determine after taking into account the time when said principal funds will be required and the necessity to preserve said funds without loss of principal and to use or accumulate the net income received therefrom for reasonable expenses or operations of the Foundation, as the Board of Directors shall determine; provided, such expendable principal funds shall be available when required for use for the purposes specified by the donor, grantor or testator.

V.

REGISTERED OFFICE AND AGENT

The official registered office of the corporation shall be in the Administration Building on the Idaho State University Campus, Pocatello, Idaho. The Resident agent of the corporation until otherwise designated by the Board of Directors is Herman J. McDevitt, address: First Security Bank Building, Pocatello, Idaho. The Board of Directors from time to time by appropriate resolution shall have the power and authority to change the location of the registered office of the corporation and to change the designation of the resident agent of the corporation.

VI.

THE BOARD OF DIRECTORS

(1) The affairs of the corporation shall be conducted by a Board of Directors of at least three members. The exact number of Directors shall be fixed from time to time by the By-Laws of the corporation. Until otherwise provided by the By-Laws, and until their successors are elected and qualified the Board of Directors shall consist of the following members: Dee Bogert, Member, State Board of Education; Dr. William E. Davis, President Idaho State University; Dr. Donald F. Kline; Frank D. Seelye; William J. Ryan, Jr., Executive Secretary of Alumni Association; Herman J. McDevitt, Attorney; and Charles H. Kegel. In addition, the President of the Foundation and the Treasurer are ex-officio members of the Board.

(2) The qualifications of members of the Board, their manner of selection and the voting rights of ex-officio members shall be determined by the By-Laws.



(3) The real estate and personal property of the corporation shall be under the complete control of the Board of Directors which is charged with the responsibility of administering and expending said property in accordance with the purposes for which the corporation has been organized and exists and in accordance with the terms and conditions of the gift, grant, devise or bequest under which the corporation has received the property in question. The Board of Directors may appoint an Investment Committee and may also appoint a fiscal agent or agents to handle its investments and financial affairs in such manner as may be determined advisable by the Board.

VII.

ORIGINAL INCORPORATORS

The names and Post Office addresses of the incorporators, who shall serve as Trustees until their successors are elected and qualified are:

Name

Address

Frank W. Hyslop  
Frank D. Seelye

161 16<sup>th</sup> Place  
Pocatello, Idaho  
724 So 19<sup>th</sup>  
Pocatello Idaho

William Ryan

300 myer st.

E. A. Rozer

Pocatello, Idaho

James M. Mline

28 Willowood

Pocatello Idaho

William E. Davis

42 Calgate

Pocatello, Idaho

Thomas J. McDevitt

341 S. 7<sup>th</sup>

Pocatello, Idaho

## VIII.

### BOARD OF TRUSTEES

The corporation shall have a Board of Trustees which shall be unlimited in number. Members of the Board shall serve without compensation of any kind. The qualifications and method of selection of trustees shall be determined by the By-Laws. The Board of Trustees shall have the power to adopt amendments to these Articles of Incorporation and shall elect the Directors of the corporation in such manner as shall be provided by the By-Laws.

In addition the holders of the following offices are trustees by virtue of their office: President of the Idaho State University, the Secretary of the Idaho State University Alumni Association, a member of the Board of Trustees of the Idaho State University to be designated by the Board of Trustees and the President of the Idaho State University Alumni Association.

## ARTICLE IX.

### AMENDMENTS

These Articles of Incorporation may be amended at any time in the manner and form provided by the Idaho Code as existing at the time of the adoption of these Articles of Incorporation or as provided by any other applicable law but no amendment may be adopted which changes or affects in any way the exempt status of the corporation as an organization existing exclusively for charitable, educational, literary or scientific purposes.

### CERTIFICATE

IN WITNESS WHEREOF, the undersigned President and Secretary of the corporation hereby certify and state that these Articles of Incorporation were adopted by the incorporators of the Idaho State University Foundation, Inc. at a special meeting of said incorporators held at the Conference Room; Administration Building, on February 9, 1967, that a quorum was present at such meeting and that these Articles received unanimous approval of the incorporators, and members present at said meeting.

That due notice of said meeting and purposes thereof was given by publication in the Idaho State Journal, a legal newspaper as provided by law. That the Directors & Trustees herein named were elected at such meeting pursuant to such notice.

William E Davis  
President

Donald F. Kline  
Secretary

STATE OF IDAHO       )  
                              : ss  
County of Bannock    )

On this 13<sup>th</sup> day of March, 1967, before me the undersigned, a Notary Public in and for Bannock County, Idaho, personally appeared Wm. E. Davis and Donald F. Kline, to me known to be the President and Secretary, respectively, of the Idaho State University Foundation, Inc., and upon being first duly sworn upon oath, deposed and stated that the facts set forth in the foregoing instrument and certificate were in all respects true and correct.

Herman J. McDevitt  
Notary Public for Idaho  
Residing at Pocatello, Idaho

IDAHO STATE UNIVERSITY

Office of the Director  
Development and Institutional Research  
POCATELLO, IDAHO  
83201

March 13, 1967

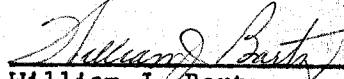
UNIVERSITY FOUNDATION

It was moved by Mr. Smith, seconded by Mr. Hampton, and carried, that the State Board of Education, acting as Trustees for Idaho State University, approve the use of the name "Idaho State University" for the proposed corporation to be known as the Idaho State University Foundation, Inc. In accordance with Section 2, A, of the By-Laws of the Idaho State University Foundation, Inc., the State Board of Education names ~~Edmund A. Bogert, Jr.~~ to serve on the Board of Directors of the Foundation.

Edmund A. Bogert, Jr.

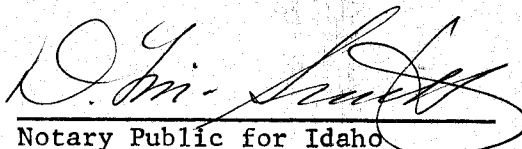
Copies of the Articles of Incorporation and the By-Laws are attached for the information of the Board. (Appendix B)

This is to certify that the foregoing is an exact and true excerpt taken from the minutes of the State Board of Education acting as trustees for Idaho State University in a duly called meeting in Moscow, Idaho, March 2-3, 1967.

  
William J. Bartz  
Financial Vice President

STATE OF IDAHO     )  
                              :     ss  
County of Bannock    )

On this 13th day of March, 1967, before me the undersigned, a Notary Public in and for Bannock County, Idaho, personally appeared Mr. William J. Bartz to me known to be the Financial Vice President of Idaho State University and upon being first duly sworn upon oath, deposed and stated that the facts set forth in the foregoing instrument were in all respects true and correct.

  
Notary Public for Idaho  
Residing at Pocatello, Idaho.

No. 38255

**Articles of Incorporation  
of**

**IDAHO STATE UNIVERSITY FOUNDATION, INC.**

**Place of business** Pocatello

**Existence** Perpetual

**Capital Stock** NONE

**STATE OF IDAHO**

**Department of State**

**Boise, Idaho**

**Approved, filed and admitted to the  
records of Articles of Incorporation  
of the State of Idaho and certificate  
issued this** 17th

**day of** March 1967

**at** 10:00 **o'clock** A. M.

**FEES PAID**

**Filing** \$ 15.00

**Recording** 5.20

~~**Cert. Copy**~~

**Certificate**

~~**License Tax**~~

**TOTAL \$** 20.20

**EDSON H. DEAL**

**SECRETARY OF STATE**

**BY**

**Ass't.**

**CORPORATION CLERK**

# State of Idaho

## Department of State.

### CERTIFICATE OF AMENDMENT OF

IDAHO STATE UNIVERSITY FOUNDATION, INC.

IDAHO STATE UNIVERSITY FOUNDATION, INC.

May 13

83

MAY 13 8 35 AM '83  
SECRETARY OF STATE

MAY 5 8 52 AM '83  
SECRETARY OF STATE

AMENDMENT OF ARTICLES OF INCORPORATION OF  
IDAHO STATE UNIVERSITY FOUNDATION, INC.

Harry F. Magnuson, President, and Dennis Holter,  
Executive Vice President/<sup>Secretary</sup> of the above-named corporation,  
respectfully show that:

The above-named corporation was organized under the laws of the State of Idaho and was issued a charter by the Secretary of State dated February 9, 1967, with its principal place of business in Pocatello, Bannock County, Idaho.

The undersigned, the duly elected and qualified President and Executive Vice President/<sup>Secretary</sup> of the said corporation, hereby certify that statutory notice was given to each Director of the said corporation of a special meeting of Directors to be held on April 22, 1983, and notice stated the time and place of meeting and the purposes thereof.

And, further, that the meeting was duly held pursuant to notice, and a resolution was offered and unanimously adopted by vote of said Directors/<sup>members</sup> to amend Articles V and VIII of the Articles of Incorporation of said corporation to read as follows:

"V.

REGISTERED OFFICE AND AGENT

The official registered office of the corporation shall be in the Administration Building on the Idaho State University Campus, Pocatello, Idaho. The resident agent of the corporation until otherwise designated by the Board of Directors is *Dennis A. Holter*, address: Campus Box 8050, Idaho State University, Pocatello, Idaho. The Board of Directors from time to time by appropriate resolution shall have the power and authority to change the location of the registered office of the corporation and to change the designation of the resident agent of the corporation."

"VIII.

BOARD OF TRUSTEES

The corporation may have a Board of Trustees which shall be unlimited in number. Members of the Board of Trustees shall serve without compensation and without requirements for duties or responsibilities. The qualifications and method of selection of Trustees shall be determined by the By-Laws."

And, further, your petitioners certify that they have complied in all respects with the laws of the State of Idaho and amendments thereto to amend the Articles of Incorporation of the Idaho State University Foundation, Inc.

WHEREFORE, we pray that the said Articles of Incorporation of the Idaho State University Foundation, Inc. be so amended.

DATED and signed this 22<sup>nd</sup> day of April, 1983.

IDAHO STATE UNIVERSITY  
FOUNDATION, INC.

By: *Harry F. Magnuson*  
President

ATTEST:

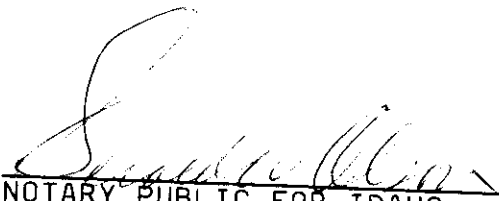
*Rennus A. Holter*  
Executive Vice President & Secretary

STATE OF IDAHO       )  
                              : ss  
County of Bannock    )

I, Gerald W. Olson, a Notary Public, do hereby certify that on this 22<sup>nd</sup> day of April, 1983, personally appeared before Harry F. Magnuson, who, being by me first duly sworn, declared that he is the President of the Idaho State University Foundation, Inc., that he signed the foregoing document as



President of the corporation, and that the statements therein contained are true.

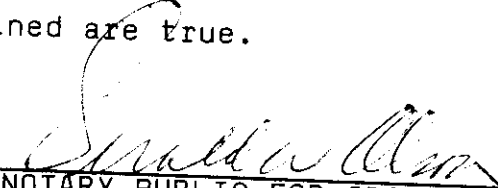
  
NOTARY PUBLIC FOR IDAHO  
Residing at Pocatello, Idaho

(SEAL)

My Commission Expires: Lifetime

STATE OF IDAHO       )  
                          :    ss  
County of Bannock    )

I, Gerald W. Olson, a Notary Public, do hereby certify that on this 22<sup>nd</sup> day of April, 1983, personally appeared Dennis Holter, who, being by me first duly sworn, declared that he is the Executive Vice President of the Idaho State University Foundation, Inc., that he signed the foregoing document as Executive Vice President of the corporation, and that the statements therein contained are true.

  
NOTARY PUBLIC FOR IDAHO  
Residing at Pocatello, Idaho

(SEAL)

My Commission Expires: Lifetime



# ARTICLES OF AMENDMENT (Non-profit)

To the Secretary of State of the State of Idaho  
Pursuant to Title 30, Chapter 3, Idaho Code, the undersigned  
non-profit corporation amends its articles of incorporation as  
follows:

2006 JUN 19 AM 10:04

FILED EFFECTIVE

SECRETARY OF STATE  
STATE OF IDAHO

1. The name of the corporation is:  
Idaho State University Foundation, Inc.

If the corporation has been administratively dissolved and the corporate name is no longer  
available for use, the amendment(s) below must include a change of corporate name.

2. The text of each amendment is as follows:

See attached for Amended and Restated Article III.

3. The date of adoption of the amendment(s) was: June 7, 2006

4. Manner of adoption (check one):

☒ Each amendment consists exclusively of matters which do not require member approval pursuant to  
section 30-3-90, Idaho Code, and was, therefore, adopted by the board of directors. (Please fill spaces below)

- a. The number of directors entitled to vote was: 22
- b. The number of directors that voted for each amendment was: 18
- c. The number of directors that voted against each amendment was: 0

☐ The amendment consists of matters other than those described in section 30-3-90, Idaho Code, and was,  
therefore adopted by the members. (Please fill spaces below)

- a. The number of members entitled to vote  
was: \_\_\_\_\_

- b. The number of members that voted for each  
amendment was: \_\_\_\_\_

- c. The number of members that voted against  
each amendment was: \_\_\_\_\_

Dated: June 8, 2006

Signature: \_\_\_\_\_

Typed Name: Kent M. Tingey

Capacity: Executive Vice President

Customer Acct #:

(if using pre-paid account)

Secretary of State use only

g:\corp\forms\articles of amendment\_no.pmd  
Revised 10/2003

Web Form

IDAHO SECRETARY OF STATE  
06/19/2006 05:00  
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AUDIT

Tab 1 Page 48

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## AMENDED AND RESTATED

### ARTICLE III

#### PURPOSES

- A. Said organization is organized exclusively for charitable, religious, educational and scientific purposes, including, for such purposes, the making of distributions to organizations that qualify as exempt organizations under section 501(c)(3) of the Internal Revenue Code, or corresponding section of any future federal tax code.
- B. No part of the net earnings of the organization shall inure to the benefit of, or be distributed to, its members, trustees, officers or other private persons, except that the organization shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes set forth in the purpose clause hereof.
- C. No substantial part of the activities of the organization shall be the carrying on of propaganda, or otherwise attempting to influence legislation, and the organization shall not participate in, or intervene in (including the publishing or distribution of statements) any political campaign on behalf of any candidate for public office. Notwithstanding any other provision of this document, the organization shall not carry on any other activities not permitted to be carried on (a) by an organization exempt from federal income tax under section 501(c)(3) of the Internal Revenue Code, corresponding section of any future federal tax code, or (b) by an organization, contributions to which are deductible under section 170(c)(2) of the Internal Revenue Code, or corresponding section of any future federal tax code.
- D. Upon the dissolution of the organization, assets shall be distributed for one or more exempt purposes within the meaning of section 501(c)(3) of the Internal Revenue Code, or corresponding section of any future federal tax code, or shall be distributed to the federal government, or to a state or local government, for a public purpose. Any such assets not disposed of shall be disposed of by the District Court of the county in which the principal office of the organization is then located, exclusively for such purposes or to such organization or organizations, as said court shall determine, which are organized and operated exclusively for such purposes.

## **EXHIBIT "E"**

### **Amended and Restated Bylaws**

EXHIBIT E

Amended and Restated Bylaws  
of  
Idaho State University Foundation, Inc.

Adopted February 25, 2011

# Idaho State University Foundation

## Policy I D Bylaws

### Bylaws Table of Contents

Article I	Purpose and Duration of the Foundation	2
Article II	Office	2
Section 2.01	Principal Office	2
Section 2.02	Registered Office	2
Article III	Board of Directors	2
Section 3.01	General Powers and Standard of Care	2
Section 3.02	Composition and Term	3
Section 3.03	Method of Selection	3
Section 3.04	Qualifications	3
Section 3.05	Ex Officio Membership	3
Section 3.06	Meetings of the Board of Directors	4
Section 3.07	Committees of the Board of Directors	4
Section 3.08	Vacancies	4
Section 3.09	Removal of Directors	5
Section 3.10	Informal Action	5
Section 3.11	Open Meetings	5
Section 3.12	Director Conflicts of Interest	5
Section 3.13	Loans to Directors	5
Article IV	Board Associates	5
Article V	Officers	5
Section 5.01	Designation and Method of Selection	6
Section 5.02	Duties of the Officers	6
Section 5.03	Removal	6
Section 5.04	Officer Conflict of Interest	6
Section 5.05	Loans to Officers	6
Article VI	Miscellaneous	6
Section 6.01	Indemnification	6
Section 6.02	Investment	6
Section 6.03	Depositories	7
Section 6.04	Contracts	7
Section 6.05	Checks, Drafts, Etc.	7
Section 6.06	Fiscal Year	7
Section 6.07	Books and Records	7
Section 6.08	Nondiscrimination	7
Section 6.09	Political Activity	7
Section 6.10	Gifts	7
Section 6.11	Parliamentary Procedure	7
Section 6.12	Staff Conflicts of Interest	8
Article VII	Amendments	8

SECRETARY'S CERTIFICATION	9
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Amended and Restated Bylaws of  
Idaho State University Foundation, Inc.

**AUDIT**

## **Article I      Purpose and Duration of the Foundation**

The Idaho State University Foundation, Inc., an Idaho nonprofit corporation (the “Foundation”) exists for the purpose of soliciting, securing and managing various sources of funding to promote the growth and operations of Idaho State University in the furtherance of the University’s goals to provide a meaningful and valued educational experience for its students. The Foundation shall have no termination date and shall exist in perpetuity.

## **Article II      Offices**

Section 2.01   Principal Office. The principal office of the Foundation shall be located at the administrative building on the Idaho State University Campus. The Foundation may have such other offices as the Board of Directors (the “Board”) may designate or as the business of the Foundation may require from time to time.

Section 2.02   Registered Office. The registered office of the Foundation to be maintained in the state of Idaho shall be located at the principal office of the Foundation, and may be changed from time to time by the Board.

## **Article III     Board of Directors**

Section 3.01   General Powers and Standard of Care. All corporate powers shall be exercised by or under authority of, and the business and affairs of the Foundation shall be managed under the direction of, the Board except as may be otherwise provided in the Idaho Nonprofit Corporation Act (the “Act”) or the Articles of Incorporation (the “Articles”). If any such provision is made in the Articles, the powers and duties conferred or imposed upon the Board by the Act shall be exercised or performed to such extent and by such person or persons as shall be provided in the Articles.

A Director shall perform such Director's duties as a Director, including such Director's duties as a member of any committee of the Board upon which such Director may serve, in good faith, in a manner such Director reasonably believes to be in the best interests of the Foundation, and with such care as an ordinarily prudent person in a like position would use under similar circumstances. In performing such Director's duties, a Director shall be entitled to rely on information, opinions, reports or statements, including financial statements and other financial data, in each case prepared or presented by:

- (a)     One (1) or more officers or employees of the Foundation whom the director reasonably believes to be reliable and competent in the matters presented;
- (b)     Counsel, public accountants, or other persons as to matters which the director reasonably believes to be within such person's professional or expert competence; or
- (c)     A committee of the Board upon which such director does not serve, duly designated in accordance with a provision of these Bylaws, as to matters within its designated

authority, which committee the director reasonably believes to merit confidence, but such director shall not be considered to be acting in good faith if such director has knowledge concerning the matter in question that would cause such reliance to be unwarranted. A person who so performs such duties shall have no liability by reason of being or having been a director of the Foundation.

*Section 3.02 Composition and Term. There shall be a Board of Directors of the Foundation consisting of no more than twenty-five (25) voting directors. Directors shall be elected by the Board for a term of three (3) years and shall not serve more than three (3) consecutive terms, unless elected Board Chair (“CoB) President or Vice President (“VP”) of the Foundation. The term of the director elected VP shall be extended an additional one year after the completion of service as CoB and President, unless the maximum of three terms has not been reached, in which case he or she will serve the remainder of his or her three terms. After the maximum of three (3) terms on the Board, an outgoing director shall automatically move into Associate status and may be re-elected to the Board after a term of absence from the Board of at least one (1) year.*

*Section 3.03 Method of Selection. Nomination to the Board may be made by any member of the Board, any ex officio members of the Board or any Board Associate. Nominations should be submitted in writing to a member of the Nominating Committee of the Board. The Nominating Committee will review the nominees and present a slate of potential nominees to the Board for election when vacancies occur on the Board.*

Section 3.04 Qualifications. Any person of good moral character having a genuine interest in the objectives of the Foundation may be qualified as a member of the Board without regard to his or her place of residence, whether he or she has attended Idaho State University or any other similar factor.

*Section 3.05 Ex Officio Membership. The following shall be ex officio members of the Board of this Foundation:*

- a. The President of Idaho State University;
- b. The Vice President for University Advancement at Idaho State University (“EVP”);
- c. The Secretary of the Foundation;
- d. The Treasurer of the Foundation;
- e. The President of the Idaho State University Alumni Association;
- f. Legal Counsel for the Foundation;



- g. An ISU Faculty Member periodically appointed or elected by the ISU Faculty Senate to perform an active role in fund-raising for the University; and
- h. The President of the Idaho State University Bengal Foundation.

Unless they are also current voting directors, ex officio members of the Board shall not vote on matters being considered by the Board.

### Section 3.06 Meetings of the Board of Directors.

The Board shall meet semi-annually and at such other times as meetings may be called. The CoB, President, VP, or the EVP shall have the right to call any meeting of the Board at any time and place by giving no less than five (5) days notice to the Board of the time and place of such meeting.

(b) Any Board action to remove a director shall require no less than seven (7) days written notice to each director that the matter will be voted on at a Board meeting. Such notice shall also include the time and place of such meeting.

(c) A director may, at any time before, during or after a Board meeting, waive any notice required by law, the Articles, or these Bylaws. The waiver must be in writing, signed by the director entitled to the notice, and filed with the minutes or Foundation records.

A director's attendance at or participation in a meeting waives any required notice of the meeting unless the director, upon arriving at the meeting or prior to the vote on a matter not noticed in conformity with law, the Articles, or these Bylaws objects to lack of notice and does not thereafter vote for or assent to the objected action.

(d) A majority of the voting membership of the Board shall constitute a quorum at any meeting and, unless otherwise provided by law or by the Articles, action of the Board shall be controlled by majority action of the voting directors present at any meeting at which a quorum is present.

(e) The Board shall keep a record of its proceedings and shall make a detailed report available to the directors, the officers, including ex officio officers of the Foundation, and Board Associates.

### Section 3.07 Committees of the Board of Directors.

The Foundation Board will have the following standing committees: Executive, Governance, Audit, Finance, Investment, Development and Nominating. The responsibilities of the standing committees are described in Section IX of the Policy Manual.

The Board shall have the right to create any other committee from time to time to assist in accomplishing the duties and the responsibilities of the Foundation. Membership on any

committee need not be limited to members of the Board or Board Associates. Such ad hoc committees are discussed in Section IX. H. of the Policy Manual.

Section 3.08 Vacancies. Any vacancy occurring on the Board and any directorship to be filled by reason of any increase in the number of directors shall be filled by the Board based on nominations received from the Nominating Committee. The term of any directorship arising due to vacancy or increase in the number of directors shall be three (3) years and shall be subject to the term limits described in Section 3.02 above.

Section 3.09 Removal of Directors.

(a) Removal for Cause. Any director may be removed from office for cause by a two-thirds (2/3) majority vote of the total directors then in office.

(b) Removal for Unexcused Absences. A director may be removed from office after two (2) unexcused absences of any Board meeting within any twelve-month period, provided that a majority of the total directors then in office vote for such removal.

Section 3.10 Informal Action. Any action required to be taken at a meeting of the Board of directors may be taken without a meeting if a majority of the directors agree to such action either via electronic mail or in writing.

Section 3.11 Open Meetings. It is the intent of the Foundation to conduct its business in open sessions whenever possible. However, the meeting shall be closed in those circumstances where the Board is discussing or acting upon strategy with respect to litigation; discussing the purchase of real property not owned by a public agency; interviewing prospective Foundation employees; or considering the evaluation, dismissal or disciplining of, or hearing complaints or charges brought against, a Foundation employee or staff member.

On any other matter which the Board feels must be dealt with in a confidential manner, the Board may close its meeting to the non-Board members of the Foundation and the general public. An affirmative two-thirds (2/3) vote of the Board members present is necessary to close the meeting. The Board shall take no final action or make any final decision in closed meeting.

Section 3.12 Director Conflicts of Interest. All members of the Board shall comply with all provisions of the Conflict of Interest Policy as set forth in Section II. D. of the Policy Manual.

Section 3.13 Loans to Directors. The Foundation shall not lend money to or guarantee the obligation of a director.

## **Article IV Board Associates**

The Foundation shall have honorary Associates to provide advisory services to the Foundation. The Associates are individuals who have previously served on the Board for the Foundation. Directors who have completed three (3) terms on the Board will automatically be eligible to

serve as an Associate, unless they decline to do so. Associates shall be unlimited in number and shall serve until resignation or until removal by a majority vote of the Board. Associates shall be invited to all regular meetings of the Board, though they shall not be required to attend. Associates may not vote on matters being considered by the Board.

## **Article V      Officers**

*Section 5.01 Designation and Method of Selection.* *Officers of the Foundation shall consist of the Board Chair (“CoB”), President, Vice President (“VP”), Executive Vice President (“EVP”), Secretary and Treasurer. Except as otherwise provided herein, the officers shall be elected by the Board and, other than the CoB, President and VP, shall serve at the pleasure of the Board or until their respective successors are duly elected and qualified. The term of the CoB and of the President shall be two years each. The term of the VP shall be one year and shall begin one year before the end of the President’s term. The VP will automatically assume the role of President at the end of the term of the previous President. The President will automatically assume the role of CoB at the end of the term of the previous CoB. Persons elected as Secretary or Treasurer shall be then current members of either the Board or Board Associates. Any vacancies in any office shall be filled by the Board at any regular or special meeting of the Board from nominees provided by the nominating committee. The terms of officers as described herein may be increased or decreased by majority vote of the Board members present at the meeting at which such increase or decrease is voted on, provided a quorum is present.*

### Section 5.02    Duties of the Officers.

The duties and responsibilities of the various officers are described in Section III of the Board’s policies.

It is not expected that any officer, other than the EVP, shall devote his or her full time to the affairs of the Foundation or the University unless otherwise directed by the Board at the time of his or her election and with his or her consent.

Section 5.03    Removal. Any officer elected or appointed by the Board may be removed by an affirmative vote of two-thirds (2/3) of the total Board whenever, in its judgment, the best interest of the Foundation would be served thereby.

Section 5.04    Officer Conflict of Interest. All officers shall comply with all provisions of the Conflict of Interest Policy as set forth in Section II. D. of the Board’s policies.

Section 5.05    Loans to Officers. The Foundation shall not lend money to or guarantee the obligation of an officer.

## **Article VI      Miscellaneous**

Section 6.01    Indemnification. The Foundation shall indemnify any director, officer or former

director or officer of the Foundation against expenses actually and reasonably incurred by him or her in connection with the defense of any action, suit or proceeding, civil or criminal, in which he or she is made a party by reason of being or having been a director or officer, except in relation to matters as to which he or she is adjudged in such action, suit or proceeding to be liable for gross negligence or misconduct in the performance of duty to the Foundation.

Section 6.02 Investment. Any funds of the Foundation which are not needed currently for the activities of the Foundation may, at the discretion of the Board, be invested in such investments as are permitted by law.

Section 6.03 Depositories. All funds of the Foundation not otherwise employed shall be deposited from time to time to the credit of the Foundation in such banks, savings and loan associations, trust companies, or other depositories as the Board may elect.

Section 6.04 Contracts. The Board may authorize any officer(s) or agent(s) of the Foundation, in addition to the officers authorized by these Bylaws, to enter into any contract or execute and deliver any instrument in the name of and on behalf of the Foundation, and such authority may be general or confined to specific instances.

Section 6.05 Checks, Drafts, Etc. All checks, drafts, or orders for the payment of money, notes or other evidence of indebtedness issued in the name of the Foundation shall be signed by such persons and in such manner as shall from time to time be determined by resolution of the Board. In the absence of such determination by the Board, such instrument shall be signed by the Treasurer

Section 6.06 Fiscal Year. The fiscal year of the Foundation shall end on the last day of June of each year.

Section 6.07 Books and Records. The Foundation shall keep correct and complete books and records of accounts and shall also keep minutes of the proceedings of its members, Board, and committees having any of the authority of the Board, and shall keep a record giving the name and address of the members entitled to vote. All books and records of the Foundation may be inspected by any member or his agent or attorney or the general public for any proper purpose at any reasonable time.

Section 6.08 Nondiscrimination. This Foundation is an equal opportunity employer and shall make available its services without regard to race, creed, age, sex, color, ancestry, or national origin.

Section 6.09 Political Activity. The Foundation shall not, in any way, use corporate funds in the furtherance of, nor engage in, any political activity for or against any candidate for public office. However, this Bylaw shall not be construed to limit the right of any official or member of this Foundation to appear before any legislative committee, to testify as to matters involving the Foundation.

Section 6.10 Gifts. The Board may accept, on behalf of the Foundation, any contribution, gift,

bequest, or devise for the general purposes or for any special purposes of the Foundation.

Section 6.11 Parliamentary Procedure. All meetings of the Board and membership shall be governed by *Roberts' Rules of Order* (Current Edition), unless contrary procedure is established by the Articles or these Bylaws, or by resolution of the Board.

Section 6.12 Staff Conflict of Interest. All staff members shall comply with all provisions of the Conflict of Interest Policy as set forth in Section II.D. of the Policy Manual.

## **Article VII Amendments**

These Bylaws may be amended by an affirmative vote of a majority of the voting directors present at any regular meeting of the Board or at a special meeting called for the specific purpose of amending such Bylaws. Notice of any proposed amendment shall be mailed by United States mail or by electronic mail to each director and to each person entitled to notice of Board meetings at his or her last known address not less than ten (10) days preceding the meeting at which such amendment will be submitted to a vote. This meeting may be conducted in person, by telephone, or by electronic mail. A quorum of the Board must participate.

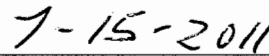
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## SECRETARY'S CERTIFICATION

This is to certify that the foregoing Bylaws of the Idaho State University Foundation have been duly adopted by the Board of Directors at a meeting held on February 25, 2011.

A handwritten signature in cursive script, reading "Douglas B. Atkinson", written over a horizontal line.

Secretary

A handwritten date "7-15-2011" written over a horizontal line.

Date

## **EXHIBIT "F"**

### **Conflict of Interest Policy**

## **Idaho State University Foundation**

### **Policy II D Conflict of Interest Policy**

#### **1. Purpose**

The purpose of the conflict of interest policy is to protect the Foundation's interest when it is contemplating entering into a contract, transaction, or arrangement that might benefit the private interest of an officer or director of the Foundation or might result in a possible excess benefit transaction. This policy is intended to supplement but not replace any applicable state and federal laws governing conflict of interest applicable to nonprofit and charitable organizations.

#### **2. Definitions**

- a. Interested Person. Any director, officer, member of a committee with Board delegated powers, or staff member who has a direct or indirect financial interest, as defined below, is an interested person.
- b. Financial Interest. A person has a financial interest if the person has, directly or indirectly, through business or investment, or a member of the person's family has:
  - i. A position as an officer, director, trustee, partner, employee, or agent of any entity with which the Foundation has or is considering a contract, transaction, or arrangement;
  - ii. An ownership or investment interest in any entity with which the Foundation has or is considering a contract, transaction, or arrangement;
  - iii. A compensation arrangement with the Foundation or with any entity or individual with which the Foundation has or is considering a contract, transaction, or arrangement;
  - iv. A potential ownership or investment interest in, or compensation arrangement with, any entity or individual with which the Foundation is considering or negotiating a contract, transaction, or arrangement; or
  - v. Any other direct or indirect dealings with any entity from which he or she knowingly benefitted (e.g., through receipt directly or indirectly of cash or other property in excess of \$500 a year exclusive of dividends or interest) and with which the Foundation has, is considering, or is negotiating a contract, transaction, or arrangement.
- c. The term "a member of the person's family" means the person's spouse, parent, step-parent, guardian, brother, sister, step-brother, step-sister, mother-in-law,



father-in-law, child, stepchild, grandmother, grandfather, aunt, uncle, niece, nephew, brother-in-law, sister-in-law, first cousin, or grandchild.

- d. Compensation includes direct and indirect remuneration as well as gifts or favors that are not insubstantial.
- e. A financial interest is not necessarily a conflict of interest. Under Section 6.03 Paragraph (b) below, a person who has a financial interest may have a conflict of interest only if the appropriate Board or Committee decides that a conflict of interest exists.

### **3. Procedures**

- a. Duty to Disclose. At the first knowledge of the possibility, creation, or existence of a financial interest as described above, the interested person must disclose to the Board the existence of the financial interest and any and all relevant and material facts known to the interested person about the proposed or existing contract, transaction, or arrangement that might reasonably be construed to be adverse to the Foundation's interest. The interested person must be given the opportunity to disclose all other material facts to the directors and members of committees with Board delegated powers considering the proposed contract, transaction, or arrangement.
- b. Determining Whether a Conflict of Interest Exists. After disclosure of the financial interest and all material facts, and after any discussion with the interested person, he/she shall leave the Board or Committee meeting while the determination of a conflict of interest is discussed and voted upon. The remaining Board or Committee members shall decide if a conflict of interest exists.
- c. Procedures for Addressing the Conflict of Interest.
  - i. An interested person may make a presentation at the Board or Committee meeting, but after the presentation, he/she shall leave the meeting during the discussion of, and the vote on, the contract, transaction, or arrangement involving the possible conflict of interest.
  - ii. The Chairperson of the Board or Committee shall, if appropriate, appoint a disinterested person or committee to investigate alternatives to the proposed contract, transaction, or arrangement.
  - iii. After exercising due diligence, the Board or Committee shall determine whether the Foundation can obtain with reasonable efforts a more advantageous contract, transaction, or arrangement from a person or entity that would not give rise to a conflict of interest.
  - iv. If a more advantageous contract, transaction, or arrangement is not reasonably possible under circumstances not producing a conflict of interest, the Board or Committee shall determine by a majority vote of the

disinterested directors whether the contract, transaction, or arrangement is in the Foundation's best interest, for its own benefit, and whether it is fair and reasonable. In conformity with the above determination it shall make its decision as to whether to enter into the contract, transaction, or arrangement.

- v. Such contract, transaction, or arrangement shall only be authorized, approved, or ratified upon the affirmative vote of a majority of the directors of the Board then in office, or a majority of the Committee members, who are not interested persons as described above.

#### **4. Violations of the Conflicts of Interest Policy**

- a. If the Board or Committee has reasonable cause to believe a member has failed to disclose actual or possible conflicts of interest, it shall inform the member of the basis for such belief and afford the member an opportunity to explain the alleged failure to disclose.
- b. If, after hearing the member's response and after making further investigation as warranted by the circumstances, the Board or Committee determines the member has failed to disclose an actual or possible conflict of interest, it shall take appropriate disciplinary and corrective action.

#### **5. Records of Proceedings**

The minutes of the Board and all Committees with board delegated powers shall contain:

- a. The names of the persons who disclosed or otherwise were found to have a financial interest in connection with an actual or possible conflict of interest, the nature of the financial interest, any action taken to determine whether a conflict of interest was present, and the Board's or committee's decision as to whether a conflict of interest in fact existed.
- b. The names of the persons who were present for discussions and votes relating to the contract, transaction, or arrangement, the content of the discussion, including any alternatives to the proposed contract, transaction, or arrangement, and a record of any votes taken in connection with the proceedings.

#### **6. Compensation**

- a. A voting member of the Board who receives compensation, directly or indirectly, from the Foundation for services is precluded from voting on matters pertaining to that member's compensation.
- b. A voting member of any committee whose jurisdiction includes compensation matters and who receives compensation, directly or indirectly, from the Foundation for services is precluded from voting on matters pertaining to that member's compensation.

- c. No voting member of the Board or any committee whose jurisdiction includes compensation matters and who receives compensation, directly or indirectly, from the Foundation, either individually or collectively, is prohibited from providing information to any committee regarding compensation.

## **7. Annual Statements**

Each director, principal officer and member of a committee with board delegated powers shall annually sign a statement which affirms such person:

- a. Has received a copy of the conflicts of interest policy,
- b. Has read and understands the policy,
- c. Has agreed to comply with the policy, and
- d. Understands the Foundation is charitable and in order to maintain its federal tax exemption it must engage primarily in activities which accomplish one or more of its tax-exempt purposes.

## **8. Periodic Reviews**

To ensure the Foundation operates in a manner consistent with charitable purposes and does not engage in activities that could jeopardize its tax-exempt status, periodic reviews shall be conducted. The periodic reviews shall, at a minimum, include the following subjects:

- a. Whether compensation arrangements and benefits are reasonable, based on competent survey information and the result of arm's length bargaining.
- b. Whether partnerships, joint ventures, and arrangements with management organizations conform to the Foundation's written policies, are properly recorded, reflect reasonable investment or payments for goods and services, further charitable purposes and do not result in inurement, impermissible private benefit or in an excess benefit transaction.

## **9. Use of Outside Experts**

When conducting the periodic reviews as provided for in Section 6.08, the Foundation may, but need not, use outside advisors. If outside experts are used, their use shall not relieve the Board of its responsibility for ensuring periodic reviews are conducted.

## **10. Foundation Conflicts**

The Foundation acting through its officers and directors will make a good faith attempt to avoid conflicts of interest between the Foundation and Idaho State University and its Board, and will not, without approval of the Board of the Foundation, borrow funds from, or otherwise obligate Idaho State University.

## **11. Material Gifts**

No director, trustee, officer, or staff member of the Foundation shall accept from any source any material gift or gratuity in excess of fifty dollars (\$50.00) that is offered, or reasonably appears to be offered, because of the position held with the Foundation; nor shall an offer of a prohibited gift or gratuity be extended by such an individual on a similar basis.

Date of Board Approval:      October 17, 2008

Person responsible for the periodic review of policy and submitting proposed revisions to the Board for approval: Board Chair

Date of Last Review

## **EXHIBIT "G"**

### **Code of Ethics and Conduct**

## **Idaho State University Foundation**

### **Policy II C Code of Ethical Conduct**

#### **1. Personal and Professional Integrity**

All staff (when used in this code, employees or staff members include staff either employed directly by the Foundation or on behalf of the Foundation by the University), board members, and volunteers of the Idaho State University Foundation act with honesty, integrity, and openness in all their dealings as representatives of the organization. The organization promotes a working environment that values respect, fairness, and integrity.

#### **2. Mission**

The Idaho State University Foundation has a clearly stated mission and purpose, approved by the board, in pursuit of the public good. All of its programs support that mission and all who work for or on behalf of the organization understand and are loyal to that mission and purpose.

#### **3. Governance**

The Idaho State University Foundation has an active governing body, the Board, which is responsible for setting the mission and strategic direction of the organization and oversight of the finances, operations, and policies of the Idaho State University Foundation. The Board

- a. Ensures that its members have the requisite skills and experience to carry out their duties and that all members understand and fulfill their governance duties acting for the benefit of the Idaho State University Foundation and its public purpose
- b. Has a conflict-of-interest policy that ensures that any conflicts of interest or the appearance thereof are avoided or appropriately managed through disclosure, recusal, or other means
- c. Has a statement of personal commitment that provides attestation to the commitment to the Idaho State University Foundation's goals and values
- d. Ensures that the chief executive and appropriate staff provide the Board with timely and comprehensive information so that the Board can effectively carry out its duties
- e. Ensures that the Idaho State University Foundation conducts all transactions and dealings with integrity and honesty

- f. Ensures that the Idaho State University Foundation promotes working relationships with Board Members, staff, volunteers, and program beneficiaries that are based on mutual respect, fairness, and openness
- g. Ensures that the organization is fair and inclusive in its hiring and promotion policies and practices for all board, staff, and volunteer positions
- h. Ensures that policies of the Idaho State University Foundation are in writing, clearly articulated, and officially adopted
- i. Has an Audit Committee that is responsible for engaging independent auditors to perform an annual audit of the Idaho State University Foundation's financial statements. The audit committee also is responsible for overseeing the reliability of financial reporting, including the effectiveness of internal control over financial reporting, reviewing, and discussing the annual audited financial statements to determine whether they are complete and consistent with operational and other information known to the committee members, understanding significant risks and exposures and management's response to minimize the risks, and understanding the audit scope and approving audit and non-audit services
- j. Ensures that the resources of the Idaho State University Foundation are responsibly and prudently managed
- k. Ensures that the Idaho State University Foundation has the capacity to carry out its programs effectively

#### **4. Responsible Stewardship**

The Idaho State University Foundation manages its funds responsibly and prudently. This should include the following considerations:

- a. Spends an adequate amount on administrative expenses to ensure effective accounting systems, internal controls, competent staff, and other expenditures critical to professional management
- b. Intends that all who are entitled to receive compensation for the organization are, reasonably, fairly and appropriately compensated
- c. Knows that solicitation of funds has reasonable fundraising costs, recognizing the variety of factors that affect fundraising costs
- d. Does not accumulate operating funds excessively
- e. Draws prudently from endowment funds consistent with donor intent and to support the public purpose of the Idaho State University Foundation
- f. Ensures that all spending practices and policies are fair, reasonable, and appropriate to fulfill the mission of the Idaho State University Foundation

- g. Ensures that all financial reports are factually accurate and complete in all material respects
- h. Ensures compliance with laws and regulations

## **5. Openness and Disclosure**

The Idaho State University Foundation provides comprehensive and timely information to all stakeholders and is responsive in a timely manner to reasonable requests for information. All information about the Idaho State University Foundation will fully and honestly reflect the policies and practices of the organization. Basic informational data about the Idaho State University Foundation, such as the Form 990, will be posted online or otherwise made available to the public. All solicitation materials accurately represent the Idaho State University Foundation's policies and practices and will reflect the dignity of program beneficiaries. All financial, organizational, and program reports will be complete and accurate in all material respects.

## **6. Legal Compliance**

The Idaho State University Foundation will employ knowledgeable legal counsel that will help ensure that the organization is knowledgeable of, and complies with, laws and regulations.

## **7. Organizational Effectiveness**

The Idaho State University Foundation is committed to improving its organizational effectiveness and develops mechanisms to promote learning from its activities. The Idaho State University Foundation is responsive to changes in its field of soliciting funds from private sources and managing endowments and is responsive to the needs of its constituencies.

## **8. Inclusiveness and Diversity**

The Idaho State University Foundation has a policy of promoting inclusiveness. Its staff, board, and volunteers should reflect diversity in order to enrich its programmatic effectiveness. The Idaho State University Foundation takes meaningful steps to promote inclusiveness in its hiring, retention, promotion, board recruitment, and constituencies served.

## **9. Fundraising**

When the Idaho State University Foundation solicits funds it uses material that is truthful about the organization. The Idaho State University Foundation respects the privacy concerns of individual donors and expends funds consistent with donor intent. The Idaho State University Foundation discloses important and relevant information to potential donors.



In raising funds from public and private sources, the Idaho State University Foundation will respect the rights of donors, as follows:

- a. Donors will be informed of the mission of the Idaho State University Foundation, the way the resources will be used, and the University's capacity to use donations effectively for their intended purpose. Further, they will
  - i. Be informed of the identity of those serving on the Idaho State University Foundation's governing board and to expect the board to exercise prudent judgment in its stewardship responsibilities
  - ii. Have access to the Idaho State University Foundation's most recent financial reports
  - iii. Be assured their gifts will be used for purposes for which they are given to the extent that such gifts are in compliance with University and Foundation policy.
  - iv. Receive appropriate acknowledgment and recognition
  - v. Be assured that information about their donations is handled with respect and with confidentiality to the extent provided by law
  - vi. Be approached in a professional manner
  - vii. Be informed whether those seeking donations are volunteers, employees of Idaho State University or of the Foundation, or hired solicitors
  - viii. Have the opportunity for their names to be deleted from mailing lists that the Idaho State University Foundation may intend to share
  - ix. Be encouraged to ask questions when making a donation and to receive prompt, truthful, and forthright answers.

## **10. Reporting Responsibility**

It is the responsibility of all directors, officers, and employees to comply with the code of ethical conduct and to report violations or suspected violations to the Chair of the Audit Committee or the general counsel of the organization. The person receiving the report will notify the sender and acknowledge receipt of the reported violation or suspected violation within five business days, unless the submission of the violation is anonymous. All reports will be promptly investigated and appropriate corrective action will be taken if warranted by the investigation.

Date of Board Approval:      October 17, 2008

Person responsible for the periodic review of policy and submitting proposed revisions to the Board for approval: Board Chair

Date of Last Review

**AUDIT**  
**APRIL 19, 2012**

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**EASTERN IDAHO TECHNICAL COLLEGE**

**SUBJECT**

Board approval of Eastern Idaho Technical College operating agreement with Eastern Idaho Technical College Foundation

**REFERENCE**

June 2009	Board approval of Eastern Idaho Technical College operating agreement with Eastern Idaho Technical College Foundation
March 2012	Audit Committee reviewed and recommended Board approval of the revised operating agreement

**APPLICABLE STATUTE, RULE, OR POLICY**

Idaho State Board of Education Governing Policies & Procedures, Section V.E.

**BACKGROUND/DISCUSSION**

The Board approved the initial operating agreement between Eastern Idaho Technical College and the Eastern Idaho Technical College Foundation in June 2009.

**IMPACT**

Approval of the operating agreement brings the Foundation into compliance with Board policy V.E.

**ATTACHMENTS**

Attachment 1 – EITC Foundation Operating Agreement

Page 3

**STAFF COMMENTS AND RECOMMENDATIONS**

Board policy requires the operating agreement must be re-submitted to the Board every three (3) years, or as otherwise requested by the Board, for review and re-approval.

There have been no changes to the document since originally approved by the Board June 2009. The operating agreement addresses the topics outlined in Policy V.E.

Staff recommends approval.

**AUDIT**  
**APRIL 19, 2012**

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**BOARD ACTION**

I move to approve the Operating Agreement between the Eastern Idaho Technical College Foundation and Eastern Idaho Technical College, as presented.

Motion by \_\_\_\_\_ Seconded by \_\_\_\_\_ Carried Yes \_\_\_No\_\_\_



Operating Agreement Between  
Eastern Idaho Technical College  
and  
Eastern Idaho Technical College Foundation  
February 2012





**OPERATING AGREEMENT BETWEEN  
EASTERN IDAHO TECHNICAL FOUNDATION, INC.  
AND  
EASTERN IDAHO TECHNICAL COLLEGE**

THIS AGREEMENT, entered into as of this 2 day of March, 2012, is between Eastern Idaho Technical College, herein known as "College" and the Eastern Idaho Technical College Foundation, Inc., herein known as "Foundation".

WHEREAS, the Foundation was organized and incorporated in 1992 for the purpose of stimulating voluntary private support from alumni, parents, friends, corporations, foundations, and others for the benefit of the College.

WHEREAS, the Foundation exists to raise and manage private resources supporting the mission and priorities of the College, and provide opportunities for students and a degree of institutional excellence unavailable with state funding levels.

WHEREAS, the Foundation is dedicated to assisting the College in the building of the endowment to address, through financial support, the long-term academic and other priorities of the College.

WHEREAS, as stated in its articles of incorporation, the Foundation is a separately incorporated 501(c)(3) organization and is responsible for identifying and nurturing relationships with potential donors and other friends of the College; soliciting cash, securities, real and intellectual property, and other private resources for the support of the College; and acknowledging and stewarding such gifts in accordance with donor intent and its fiduciary responsibilities.

WHEREAS, furthermore, in connection with its fund-raising and asset-management activities, the Foundation utilizes, in accordance with this Agreement, personnel experienced in planning for and managing private contributions and works with the College to assist and advise in such activities.

WHEREAS, the parties hereby acknowledge that they will at all times conform to and abide

by, the Idaho State Board of Education's Governing Policies and Procedures, Gifts and Affiliated Foundations policy, § V.E., and that they will submit this Agreement for initial prior State Board of Education ("State Board") approval, and thereafter every three (3) years, or as otherwise requested by the State Board, for review and re-approval.

NOW THEREFORE, in consideration of the mutual commitments herein contained, and other good and valuable consideration, receipt of which is hereby acknowledged, the parties agree as follows:

## **ARTICLE I**

### **Foundation Purposes**

The Foundation is the primary affiliated foundation responsible for securing, managing and distributing private support for the College. Accordingly, to the extent consistent with the Foundation's Articles of Incorporation and Bylaws, and the State Board's Policies and Procedures, the Foundation shall: (1) solicit, receive and accept gifts, devises, bequests and other direct or indirect contributions of money and other property made for the benefit of the College from the general public (including individuals, corporations, other entities and other sources); (2) manage and invest the money and property it receives for the benefit of the College; and (3) support and assist the College in fundraising and donor relations.

In carrying out its purposes the Foundation shall not engage in activities that conflict with (1) federal or state laws, rules and regulations (including, but not limited to all applicable provisions of the Internal Revenue Code and corresponding Federal Treasury Regulations); (2) applicable policies of the State Board; or (3) the role and mission of the College.

## **ARTICLE II**

### **Foundation Organizational Documents**

The Foundation shall provide copies of its current Articles of Incorporation and Bylaws to the College and the State Board. All amendments of such documents shall also be provided to the College and the State Board. Furthermore, the Foundation shall, to the extent practicable, provide the College with an advance copy of any proposed amendments to the Foundation's Articles of Incorporation and Bylaws.



**ARTICLE III**  
**College Resources and Services**

1. College Employees.

- a. *College/Foundation Liaison:* The College's President shall serve as the College's Liaison to the Foundation.
  - i. The College's President shall be responsible for coordinating the College's and the Foundation's fundraising efforts and for supervising and coordinating the administrative support provided by the College to the Foundation.
  - ii. The College President or her/his designee shall attend each meeting of the Foundation's Board of Directors and shall report on behalf of the College to the Foundation's Board of Directors regarding the College's coordination with the Foundation's fundraising efforts.
- b. *Executive Director:* The Executive Director of the Foundation is an employee of the College loaned to the Foundation. All of the Executive Director's services shall be provided directly to the Foundation as follows:
  - i. The Executive Director shall be responsible for the supervision and control of the day-to-day operations of the Foundation. More specific duties of the Executive Director may be set forth in a written job description prepared by the Foundation and attached to the Loaned Employee Agreement described in iv below. The Executive Director shall be subject to the control and direction of the Foundation.
  - ii. The Executive Director shall be an employee of the College and entitled to College benefits to the same extent and on the same terms as other full-time College employees of the same classification as the Executive Director.
  - iii. The College shall be responsible for all costs incurred by the College in connection with the College's employment of the Executive Director including such expenses as salary, payroll taxes, and benefits.
  - iv. The Foundation and the College shall enter into a written agreement, in the form of Exhibit "A" hereto, establishing that the Executive Director is an employee of the College but subject to the direction and control of the Foundation (generally a "Loaned Employee Agreement"). The Loaned Employee Agreement shall also set forth the relative rights and responsibilities of the Foundation and the College with respect to the Executive Director, including the following:
    - 1. The Foundation shall have the right to choose to terminate the Loaned Employee Agreement in accordance with Foundation Procedures and applicable law; such termination may include election by the Foundation for non-renewal of the Loaned

#### Employee Agreement.

2. Termination of the Loaned Employee Agreement in accordance with the Foundation procedures and applicable law shall also result in termination of any obligation of the College to employ the Loaned Employee, subject to applicable legal and procedural requirements of the State of Idaho and the College.
  3. Loaned Employee shall be subject to the supervision, direction and control of the Foundation Board of Directors and shall report directly to the Foundation Chairman or her/his designee. Further, the Foundation shall have the primary role in hiring a Loaned Employee, subject to applicable State or College requirements.
- c. *Other Loaned Employees.* Other loaned employees providing services pursuant to this Agreement shall also serve pursuant to a Loaned Employee Agreement, Exhibit "A", which shall set forth their particular responsibilities and duties.
  - d. *Other College Employees Holding Key Foundation or Administrative or Policy Positions:* In the event the College and the Foundation determine it is appropriate for one or more additional College employees who function in a key administrative or policy making capacity for the College (including, but not limited to, any College Dean or equivalent position) to serve both the College and the Foundation, then, pursuant to Section V.E.2.c.i.a. of the Board Policy Statement, this Operating Agreement shall be amended to clearly set forth the authority and responsibilities of the position of any such College employee.
  - e. *Limited Authority of College Employees.* Notwithstanding the foregoing provisions, no College employee who functions in a key administrative or policy making capacity for the College (including, but not limited to, any College Dean or equivalent position) shall be permitted to have responsibility or authority for Foundation policy making, financial oversight, spending authority, investment decisions, or the supervision of Foundation employees.
2. Support Staff Services. The College shall provide administrative, financial, accounting and development services to the Foundation, as set forth in the Service Agreement attached hereto as Exhibit "B" ("Service Agreement"). All College employees who provide support services to the Foundation shall remain College employees under the direction and control of the College, unless it is agreed that the direction and control of any such employee will be vested with the Foundation in a written Loaned Employee Agreement. The Foundation will pay directly to the College the portion of the overhead costs associated with the services provided to the Foundation pursuant to the Service Agreement. The portion of such costs shall be determined by the agreement of the Parties.
  3. College Facilities and Equipment. The College shall provide the use of the College's office space, equipment and associated services to the Foundation's employees upon the terms agreed to by the College and the Foundation. The terms of



use (including amount of rent) of the College's office space, equipment and associated services shall be as set forth in the Service Agreement, Exhibit "B" hereto.

4. No Foundation Payments to College Employees. Notwithstanding any contrary provision of this Agreement to the contrary, the Foundation shall not make any payments directly to a College employee in connection with any resources or services provided to the Foundation pursuant to this Article of this Operating Agreement.

## **ARTICLE IV**

### **Management and Operation of Foundation**

#### **1. Gift Solicitation.**

- a. *Authority of College President.* All Foundation gift solicitations shall be subject to the direction and control of the College President.
- b. *Form of Solicitation.* Any and all Foundation gift solicitations shall make clear to prospective donors that (1) the Foundation is a separate legal and tax entity organized for the purpose of encouraging voluntary, private gifts, trusts, and bequests for the benefit of the College; and (2) responsibility for the governance of the Foundation, including the investment of gifts and endowments, resides in the Foundation's Board of Directors.
- c. *Foundation is Primary Donee.* Absent unique circumstances, prospective donors shall be requested to make gifts directly to the Foundation rather than to the College.

#### **2. Acceptance of Gifts.**

- a. *Approval Required Before Acceptance of Certain Gifts.* Before accepting contributions or grants for restricted or designated purposes that may require administration or direct expenditure by the College, the Foundation shall obtain the prior written approval of the College, and where required by State Board policy, approval of the State Board. Similarly, the Foundation shall also obtain the prior written approval of the College of the acceptance of any gift or grant that would impose a binding financial or contractual obligation on the College.
- b. *Acceptance of Gifts of Real Property.* The Foundation shall conduct adequate due diligence on all gifts of real property that it receives. All gifts of real property intended to be held and used by the College shall be approved by the State Board before acceptance by the College and the Foundation. In cases where the real property is intended to be used by the College in connection with carrying out its proper functions, the real property may be conveyed directly to the College, in which case the College and not the Foundation shall be responsible for the due diligence obligations for such property.
- c. *Processing of Accepted Gifts.* All gifts received by the College or the

Foundation shall be delivered (if cash) or reported (if any other type of property) to the Foundation's designated gift administration office in accordance with the Service Agreement.

3. Fund Transfers. The Foundation agrees to transfer funds, both current gifts and income from endowments, to the College on a regular basis as agreed to by the Parties. The Foundation's Treasurer or other individual to whom such authority has been delegated by the Foundation's Board of Directors shall be responsible for transferring funds as authorized by the Foundation's Board of Directors.

- a. *Restricted and Unrestricted Gift Transfers.* The Foundation may make restricted donations to the College. Such donated funds will only be expended by the College pursuant to the terms of such restrictions. The Foundation may also make unrestricted donations to the College. Such donated funds will be expended under the oversight of the College President in compliance with state law and College policies. All expenditures noted in this section must comply with the I.R.S. 501(c)(3) code and be consistent with the Foundation's sole mission to support the College.

4. Foundation Expenditures and Financial Transactions.

- a. *Signature Authority.* The Foundation designates the Foundation Treasurer as the individual with signature authority for the Foundation in all financial transactions. The Foundation may supplement or change this designation with written notice to the College; provided, however, in no event may the person with Foundation signature authority for financial transactions be a College employee nor a "Loaned Employee" as that term is used in this Agreement.
- b. *Expenditures.* All expenditures of the Foundation shall be (1) consistent with the charitable purposes of the Foundation, and (2) not violate restrictions imposed by the donor or the Foundation as to the use or purpose of the specific funds.

5. College Report on Distributed Funds. On a regular basis, which shall not be less than annually, the College shall report to the Foundation on the use of restricted and unrestricted funds transferred to the College. This report shall specify the restrictions on any restricted funds and the uses of such funds.

6. Transfer of College Assets to the Foundation. No College funds, assets, or liabilities may be transferred directly or indirectly to the Foundation without the prior approval of the State Board except when:

- a. A donor inadvertently directs a contribution to the College that is intended for the Foundation in which case such funds may be transferred to the Foundation so long as the documents associated with the gift indicate the Foundation was the intended recipient of the gift. In the absence of any such indication of donor intent, such funds shall be deposited in an institutional account, and State Board approval will be required prior to the College's transfer of such funds to the Foundation.
- b. The College has gift funds that were originally transferred to the College from the



Foundation and the College wishes to return a portion of those funds to the Foundation for reinvestment consistent with the original intent of the gift.

- c. The institution has raised scholarship funds through an institution activity and the institution wishes to deposit the funds with the Foundation for investment and distribution consistent with the scholarship nature of the funds.
  - d. Transfers of a *de minimis* amount not to exceed \$10,000 from the institution to the Foundation provided such funds are for investment by the Foundation for scholarship or other general College support purposes. This exception shall not apply to payments by the institution to the Foundation for obligations of the institution to the Foundation, operating expenses of the Foundation or other costs of the Foundation.
7. Separation of Funds. All Foundation assets (including bank and investment accounts) shall be held in separate accounts in the name of the Foundation using Foundation's Federal Employer Identification Number. The financial records of the Foundation shall be kept using a separate chart of accounts. For convenience purposes, some Foundation expenses may be paid through the College such as payroll and campus charges. These expenses will be paid through accounts clearly titled as belonging to the Foundation and shall be reimbursed by the Foundation on a regular basis. Further, the Foundation shall make data available to external auditors as necessary to complete audit responsibilities.
8. Insurance. To the extent that the Foundation is not covered by the State of Idaho Retained Risk program, the Foundation shall maintain insurance to cover the operations and activities of its directors, officers and employees. The Foundation shall also maintain general liability coverage.
9. Investment Policies. All funds held by the Foundation, except those intended for short term expenditures, shall be invested in accordance with the Uniform Prudent Management of Institutional Funds Act, Idaho Code Sections 33-5001 to 33-5010, and the Foundation's investment policy which is attached hereto as Exhibit "C"; provided, however, the Foundation shall not invest any funds in a manner that would violate the applicable terms of any restricted gifts. The Foundation shall provide to the College any updates to such investment policy which updates shall also be attached hereto as Exhibit "C".
10. Organization Structure of the Foundation. The organizational structure of the Foundation is set forth in the Foundation's Articles of Incorporation which are attached hereto as Exhibit "D" and the Foundation's Amended and Restated Bylaws which are attached as Exhibit "E." The Foundation agrees to provide copies of such Articles and Bylaws as well as any subsequent amendments to such documents to both the College and the State Board.
11. Conflicts of Interest and Ethical Conduct. The Foundation has adopted a written policy addressing the manner the Foundation will address conflict of interest situations. The Foundation's Conflict of Interest Policy is set forth as Exhibit "F", and the Foundations Code of Ethical Conduct is set forth as Exhibit "G".

**ARTICLE V**  
**Foundation Relationships with the College**

1. Access to Records. Subject to recognized legal privileges, each Party shall have the right to access the other Party's financial, audit, donor and related books and records as needed to properly conduct its operations.
2. Record Management.
  - a. The Parties recognize that the records of the Foundation relating to actual or potential donors contain confidential information. Such records shall be kept by the Foundation in such a manner as to protect donor confidentiality to the fullest extent allowed by law. Notwithstanding the access to records permitted above, access to such confidential information by the College shall be limited to the College's President and any designee of the College's President.
  - b. The Foundation shall be responsible for maintaining all permanent records of the Foundation including but not limited to the Foundation's Articles, Bylaws and other governing documents, all necessary documents for compliance with IRS regulations, all gift instruments, and all other Foundation records as required by applicable laws.
  - c. Except to the extent that records are confidential (including confidential donor information), the Foundation agrees to be open to public inquiries for information that would normally be open in the conduct of College affairs and to provide such information in a manner consistent with the Idaho Public Records Law, set forth in Idaho Code Sections 9-337–9-350, except where otherwise required by state and federal law.
3. Name and Marks. Each Party hereby is granted a general, non-exclusive, royalty-free license to use the corporate name of the other, specifically: "Eastern Idaho Technical College" and "Eastern Idaho Technical College Foundation" in all activities conducted in association with or for the benefit of the other. Use of the other Party's name must be in manner that clearly identifies the Parties as separate entities, and neither Party may use the other Party's name to imply approval or action of the other Party. Neither Party may delegate, assign, or sublicense the rights granted hereunder without express written consent from the other Party. This license does not extend to any identifying marks of either Party other than the specified corporate name. Use of other marks must receive prior written approval.
4. Identification of Source. The Foundation shall be clearly identified as the source of any correspondence, activities and advertisements emanating from the Foundation.
5. Establishing the Foundation's Annual Budget. The Foundation shall provide the



College with the Foundation's proposed annual operating budget and capital expenditure plan (if any) prior to the date the Foundation's Board of Directors meeting at which the Foundation's Board of Directors will vote to accept such operating budget. Any of the College's funding requests to the Foundation shall be communicated in writing to the Foundation's Treasurer and Assistant Treasurer by March 1 of each year.

6. Attendance of College's President at Foundation's Board of Director Meetings. The College's President shall be invited to attend all meetings of the Foundation's Board of Directors and may act in an advisory capacity in such meetings.
7. Supplemental Compensation of College Employees. Any supplemental compensation of College employees by the Foundation must be preapproved by the State Board. Any such supplemental payment or benefits must be paid by the Foundation to the College, and the College shall then pay compensation to the employee in accordance with the College's normal practice. No College employee shall receive any payments or other benefits directly from the Foundation.

## ARTICLE VI

### Audits and Reporting Requirements

1. Fiscal Year. The Foundation and the College shall have the same fiscal year.
2. Annual Audit. On an annual basis, the Foundation shall have an audit conducted by a qualified, independent certified public accountant who is not a director or officer of the Foundation. The annual audit will be provided on a timely basis to the College's President and the Board, in accordance with the Board's schedule for receipt of said annual audit. The Foundation's Annual Statements may be presented in accordance with standards promulgated by the Financial Accounting Standards Board (FASB). The Foundation is a component unit of the College as defined by the Government Accounting Standards Board (GASB). Accordingly, the College is required to include the Foundation in its Financial Statements which follow a GASB format. Therefore, if the Foundation presents its audited Financial Statement under FASB, Schedules reconciling the FASB Statements to GASB standards must be provided in the detail required by GASB Standards. The annual audited Financial Statements and Schedules shall be submitted to the College's fiscal office in sufficient time to incorporate the same into the College's statements.
3. Separate Audit Rights. The College agrees that the Foundation, at its own expense, may at any time during normal business hours conduct or request additional audits or reviews of the College's books and records pertinent to the expenditure of donated funds. The Foundation agrees that the College and the State Board, at its own expense, may, at reasonable times, inspect and audit the Foundation's books and accounting records.
4. Annual Reports to College President. Each September the Foundation shall provide a written report to the College President and the State Board setting forth the following items:
  - a. the annual financial audit report;

- b. an annual report of Foundation transfers made to the College, summarized by College department;
- c. an annual report of unrestricted funds received by the Foundation;
- d. an annual report of unrestricted funds available for use during the current fiscal year;
- e. a list of all of the Foundation's officers, directors, and employees;
- f. a list of College employees for whom the Foundation made payments to the College for supplemental compensation or any other approved purpose during the fiscal year, and the amount and nature of that payment;
- g. a list of all state and federal contracts and grants managed by the Foundation;
- h. an annual report of the Foundation's major activities;
- i. an annual report of each real estate purchase or material capital lease, investment, or financing arrangement entered into during the preceding Foundation fiscal year for the benefit of the College; and
- j. an annual report of (1) any actual litigation involving the Foundation during its fiscal year; (2) identification of legal counsel used by the Foundation for any purpose during such year; and (3) identification of any potential or threatened litigation involving the Foundation.

## ARTICLE VII

### Conflict of Interest and Code of Ethics and Conduct

1. Conflicts of Interest and Code of Ethics and Conduct Policy Statement. The Foundation has adopted a written policy addressing the manner the Foundation will address conflict of interest situations. The Foundation's Conflict of Interest Policy is set as Exhibit "E", and its Code of Ethical Conduct is set forth as Exhibit "F".
2. Dual Representation. Under no circumstances may a College employee represent both the College and the Foundation in any negotiation, sign for both entities in transactions, or direct any other institution employee under their immediate supervision to sign for the related party in a transaction between the College and the Foundation. This shall not prohibit College employees from drafting transactional documents that are subsequently provided to the Foundation for its independent review, approval and use.
3. Contractual Obligation of College. The Foundation shall not enter into any contract that would impose a financial or contractual obligation on the College without first obtaining the prior written approval of the College and, if applicable under law or policy, the State Board of Education. College approval of any such contract shall comply with policies of the State Board of Education with respect to approval of



College contracts.

4. Acquisition or Development of Real Estate. The Foundation shall not acquire or develop real estate or otherwise build facilities for the College's use without first obtaining approval of the State Board. In the event of a proposed purchase of real estate for such purposes by the Foundation, the College shall notify the State Board and where appropriate, the Idaho Legislature, at the earliest possible date, of such proposed purchase for such purposes. Furthermore, any such proposed purchase of real estate for the College's use shall be a coordinated effort of the College and the Foundation. Any notification to the State Board required pursuant to this paragraph may be made through the State Board's chief executive officer in executive session pursuant to Idaho Code Section 67-2345(1)(c).

## **ARTICLE VIII**

### **General Terms**

1. Effective Date. This Agreement shall be effective on the date set forth above.
2. Right to Terminate. This Operating Agreement shall terminate upon the mutual written agreement of both parties. In addition, either party may, upon 90 days prior written notice to the other, terminate this Operating Agreement, and either party may terminate this Operating Agreement in the event the other party defaults in the performance of its obligations and fails to cure the default within 30 days after receiving written notice from the non-defaulting party specifying the nature of the default. Should the College choose to terminate this Operating Agreement by providing 90 days written notice or in the event of a default by the Foundation that is not cured within the time frame set forth above, the Foundation may require the College to pay, within 180 days of written notice, all debt incurred by the Foundation on the College's behalf including, but not limited to, lease payments, advanced funds, and funds borrowed for specific initiatives. Should the Foundation choose to terminate this Operating Agreement by providing 90 days written notice or in the event of a default by the College that is not cured within the time frame set forth above, the College may require the Foundation to pay any debt it holds on behalf of the Foundation in like manner. The parties agree that in the event this Operating Agreement shall terminate, they shall cooperate with one another in good faith to negotiate a new agreement within six (6) months. In the event the parties are unable to negotiate a new agreement within the time period specified herein, they will refer the matter to the State Board for resolution. Termination of this Operating Agreement shall not constitute or cause dissolution of the Foundation.
3. Board Approval of Operating Agreement. Prior to the Parties' execution of this Operating Agreement, an unexecuted copy of this Operating Agreement must be approved to the State Board. Furthermore, this Operating Agreement, including any subsequent modifications and restatements of this Operating Agreement, shall be submitted to the State Board for review and approval no less frequently than once every two (2) years or more frequently if otherwise requested by the State Board.
4. Modification. Any modification to the Agreement or Exhibits hereto shall be in writing and signed by both Parties.

5. Providing Document to and Obtaining Approval from the College. Unless otherwise indicated herein, any time documents are to be provided to the College or any time the College's approval of any action is required, such documents shall be provided to, or such approval shall be obtained from, the College's President or an individual to whom such authority has been properly delegated by the College's President.
6. Providing Documents to and Obtaining Approval from the Foundation. Unless otherwise indicated herein, any time documents are to be provided to the Foundation or any time the Foundation's approval of any action is required, such document shall be provided to, or such approval shall be obtained from, the Foundation's Board of Directors or an individual to whom such authority has been properly delegated by the Foundation's Board of Directors.
7. Notices. Any notices required under this agreement may be mailed or delivered as follows:

To The College:

Steven K. Albiston, President  
Eastern Idaho Technical College  
1600 S. 25th E.  
Idaho Falls, ID 83404

To The Foundation:

Michelle P. Ziel, Executive Director  
Eastern Idaho Technical College Foundation, Inc.  
1600 S. 25th E.  
Idaho Falls, ID 83404

8. No Joint Venture. At all times and for all purposes of this Memorandum of Understanding, the College and the Foundation shall act in an independent capacity and not as an agent or representative of the other party.
9. Liability. The College and Foundation are independent entities and neither shall be liable for any of the other's contracts, torts, or other acts or omissions, or those of the other's trustees, directors, officers, members or employees.
10. Indemnification. The College and the Foundation each agree to indemnify, defend and hold the other party, their officers, directors, agents and employees harmless from and against any and all losses, liabilities, and claims, including reasonable attorney's fees arising out of or resulting from the willful act, fault, omission, or negligence of the party, its employees, contractors, or agents in performing its obligations under this Operating Agreement. This indemnification shall include, but not be limited to, any and all claims arising from an employee of one party who is working for the benefit of the other party. Nothing in this Operating Agreement shall be construed to extend to the College's liability beyond the limits of the Idaho Tort Claims Act, Idaho Code §6-901 et seq.
11. Dispute Resolution. The parties agree that in the event of any dispute arising from this MOU, they shall first attempt to resolve the dispute by working together with the appropriate staff members of each of the parties. If the staff cannot resolve the dispute, the dispute will be referred to the Chair of the Foundation and the College President. If the Foundation and College President cannot resolve the dispute, then the dispute will be referred to the Foundation Chair and the State Board of Education for



resolution. If they are unable to resolve the dispute, the parties shall submit the dispute to mediation by an impartial third party or professional mediator mutually acceptable to the parties. If and only if all the above mandatory steps are followed in sequence and the dispute remains unsolved, then, in such case, either party shall have the right to initiate litigation arising from this MOU. In the event of litigation, the prevailing party shall be entitled, in addition to any other rights and remedies it may have, to reimbursement for its expenses, including court costs, attorney fees, and other professional expenses.

12. Dissolution of Foundation. Consistent with provisions appearing in the Foundation's Bylaws and/or Articles of Incorporation, should the Foundation cease to exist or cease to qualify as an Internal Revenue Code §501(c)(3) organization, the Foundation will transfer its assets and property to the College, to a reincorporated successor Foundation organized to benefit the College, or to the State of Idaho for public purposes, in accordance with Idaho law.
13. Assignment. This Agreement is not assignable by either party, in whole or in part.
14. Governing Law. This Agreement shall be governed by the laws of the State of Idaho.
15. Severability. If any provision of this Agreement is held invalid or unenforceable to any extent, the remainder of this Agreement is not affected thereby and that provision shall be enforced to the greatest extent permitted by law.
16. Entire Agreement. This Agreement constitutes the entire agreement among the Parties pertaining to the subject matter hereof, and supersedes all prior agreements and understandings pertaining thereto.

IN WITNESS WHEREOF, the College and the Foundation have executed this agreement on the above specified date.

Eastern Idaho Technical College

By: 

Its: President

Eastern Idaho Technical College Foundation, Inc. By: 

Its: Chairman



**Exhibit A**

**AGREEMENT FOR LOANED EMPLOYEE  
EASTERN IDAHO TECHNICAL COLLEGE  
EASTERN IDAHO TECHNICAL COLLEGE FOUNDATION, INC.**



**AGREEMENT FOR LOANED EMPLOYEE**  
**EASTERN IDAHO TECHNICAL COLLEGE**  
**EASTERN IDAHO TECHNICAL COLLEGE FOUNDATION, INC.**

THIS AGREEMENT is entered into by and between EASTERN IDAHO TECHNICAL COLLEGE, a state educational institution, and a body politic and corporate organized and existing under the laws of the state of Idaho ("College"), and EASTERN IDAHO TECHNICAL COLLEGE FOUNDATION, INC., a private nonprofit corporation ("Foundation").

**BACKGROUND**

The Foundation, incorporated as a 501(c) (3) organization in 1992, raises and manages private funds for the benefit of the College, and The College has agreed to loan its employee, Michelle P. Ziel ("Loaned Employee"), to the Foundation to act in the capacity of Executive Director for the Foundation.

**AGREEMENT**

The parties agree as follows:

**1. Relationship between Loaned Employee and the College.**

- a. Loaned Employee may be an exempt, fiscal year employee of the College subject to all applicable policies and procedures of the Board and the College, or a classified employee subject to the applicable State of Idaho, State Board and/or College rules and procedures.
- b. Loaned Employee will be paid at a fiscal year salary rate of \$60,000 payable on the regular bi-weekly paydays of the College. Loaned Employee will be entitled to College benefits to the same extent and on the same terms as other full-time College employees of her/his classification.
- c. The College shall be responsible for the payment of all salary and benefits to Loaned Employee. The College shall be responsible for all payroll-related taxes, benefits costs, and other related payroll costs arising out of the Loaned Employee's employment with the College.

**2. Relationship between the Foundation and Loaned Employee.**

- a. Loaned Employee will work full time and shall be under the exclusive supervision, direction and control of the Foundation Board of Directors during the performance of her/his duties under this Agreement. Loaned Employee will report directly to the Foundation Chairman or her/his designee, who shall



determine her/his duties. Loaned Employee will be considered a loaned employee under the workers' compensation law of the State of Idaho.

- b. The Foundation is solely responsible for payment of income, social security, and other employment taxes, if any, due to the proper taxing authorities arising from its payment of reimbursements to Loaned Employee. The Foundation agrees to indemnify, defend, and hold the College harmless from any and all liabilities, losses, claims or judgments relating to the payment of these taxes.
- c. No later than ninety (90) days prior to the end of the term of this Agreement, and each subsequent term, if any, The Foundation will evaluate the performance of Loaned Employee. In the case where the Loaned Employee is a classified employee, such evaluation shall occur in accordance with rules and procedures applicable to such employees. The Foundation will provide a copy of the evaluation document to the College no later than fourteen (14) days after the evaluation is completed.
- d. The Foundation may terminate or non-renew Loaned Employee's employment contract, or discipline Loaned Employee in accordance with the Foundation's procedures and applicable law, any such termination or non-renewal shall constitute grounds for termination, non-renewal or discipline of Loaned Employee by the College. Provided however, particularly when the Loaned Employee is a classified employee, any contemplated termination shall be subject to applicable legal and procedural requirements of the State of Idaho and the College.

### **3. Relationship between the Foundation and the College.**

- a. The College will pay one hundred percent (100%) of the total cost of Loaned Employee's salary and benefits. The Foundation will reimburse the College for costs associated with Loaned Employee's travel approved by the Foundation. Such costs will be billed regularly and paid to the College.
- b. The College shall maintain accurate books and account records reflecting the actual cost of all items of direct cost for which payment is sought under this Agreement. At all reasonable times, the Foundation shall have the right to inspect and copy said books and records, which the College agrees to retain for a minimum period of one year following the completion of this Agreement.
- c. The furnishing of Loaned Employee shall not be considered a professional service of the College. At no time during the performance of this Agreement shall the Loaned Employee receive or act under instructions from the College regarding the work performed on behalf of the Foundation.
- d. The College shall have no liability to the Foundation for loss or damage growing out of or resulting from the activities of the Loaned Employee. The Foundation therefore agrees to release, defend, indemnify and hold harmless the state of Idaho, the College, its governing board, officers, employees, and agents, and the Loaned Employee from and against any and all claims, demands, losses, damages, costs, expenses, and liabilities, including but not limited to injuries (including death) to persons and for damages to property (including damage to property of the Foundation or others) arising out of or in connection with the



activities of the Loaned Employee under this Agreement. The limitation on liability and any agreement to defend, indemnify, or hold harmless expressed in the Agreement shall apply even in the event of the fault or negligence of the Loaned Employee.

#### **4. General Terms.**

- a. **Term, Termination.** This Agreement will terminate on the same day as Loaned Employee's contract as an exempt employee of the College terminates, or in the case of classified employees, after applicable rules and procedures have been followed, or upon Employee's resignation or other separation from employment, whichever is earlier. By mutual written consent, in conjunction with any renewal of the Loaned Employee's contract as an exempt employee of the College, the parties may extend the term of this Agreement for a term equal to the term of the exempt Loaned Employee's renewed contract with the College, or in the case of a classified employee, continued into the next ensuing fiscal year, such that the term of this Agreement shall always be equal to the term of Loaned Employee's status as an exempt or classified employee of the College. The Loaned Employee remains subject to all applicable Board and College policies, including but not limited to policies regarding nonrenewal of fixed term appointments and termination or discipline for adequate cause, and where applicable, rules and procedures pertaining to classified employees.
- b. **Governing Law.** This Agreement will be governed by the laws of the State of Idaho as an agreement to be performed within the State of Idaho. The venue for any legal action under this Agreement shall be in Bonneville County.
- c. **Notice.** 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:

To Foundation:  
Eastern Idaho Technical College Foundation, Inc.  
Chairman  
1600 S. 25th E.  
Idaho Falls, ID 83404  
Phone: (208) 524-3000  
Fax: (208) 524-0429

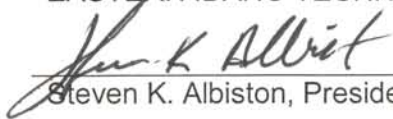
To the College:  
Eastern Idaho Technical College  
President  
1600 S. 25th E.  
Idaho Falls, ID 83404  
Phone: (208) 524-3000  
Fax: (208) 524-0429

To the Loaned Employee:  
Michelle P. Ziel  
1600 S. 25th E.  
Idaho Falls, ID 83404  
Phone: (208) 524-0464  
Fax: (208)524-0429

Notice shall be deemed given on its date of mailing, faxing, or upon written acknowledgment of its receipt by personal delivery, whichever shall be earlier.

- d. Waiver. Waiver by either party of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition, or any subsequent breach of the same or any other term, covenant or condition herein contained.
- e. Attorney's Fees. In the event an action is brought to enforce any of the terms, covenants or conditions of this Agreement, or in the event this Agreement is placed with an attorney for collection or enforcement, the successful party to such an action or collection shall be entitled to recover from the losing party a reasonable attorney's fee, together with such other costs as may be authorized by law.

EASTERN IDAHO TECHNICAL COLLEGE

  
\_\_\_\_\_  
Steven K. Albiston, President

Date: \_\_\_\_\_

EASTERN IDAHO TECHNICAL COLLEGE FOUNDATION

  
\_\_\_\_\_  
Chairman

Date: \_\_\_\_\_

LOANED EMPLOYEE concurrence and commitment:

  
\_\_\_\_\_

Date: \_\_\_\_\_



**Exhibit B**

**SERVICES AGREEMENT**

**EASTERN IDAHO TECHNICAL COLLEGE**

**EASTERN IDAHO TECHNICAL COLLEGE FOUNDATION, INC.**





## SERVICES AGREEMENT

### EASTERN IDAHO TECHNICAL COLLEGE AND EASTERN IDAHO TECHNICAL COLLEGE FOUNDATION, INC.

THIS SERVICES AGREEMENT is entered into by and between Eastern Idaho Technical College, a state educational institution, and a body politic and corporate organized and existing under the Constitution and laws of the state of Idaho ("College") and Eastern Idaho Technical College Foundation, Inc., a private nonprofit corporation ("Foundation").

A. The College agrees to provide to the Foundation the following administrative, financial, accounting and investment support services.

1. Administrative support for reconciliation between appropriate Foundation and College accounts such as scholarship and spendable accounts and appropriate revenue reports between the Foundation and the College, assist with the transfer of gift funds to the College, assist with monitoring gift fund use to ensure compliance with wishes of donors, Foundation policies and applicable laws.

2. Administrative support for Foundation gift acceptance committee including analysis for evaluation of proposed gifts of real estate and analysis of gifts with unusual restrictions and/or financial/legal consequences, assist with transfers of gifted marketable securities and approved real estate to the Foundation, assist with receipt of distributions from estates and trusts to the Foundation.

B. All College employees who provide support services to the Foundation shall remain College employees under the direction and control of the College.

C. The College will supply the facilities, equipment, software and operating supplies necessary for the College employees supplying the above support services to the Foundation, the nature and location of which shall be at the College's discretion. In addition, the College shall furnish office space and office equipment for use by the "loaned employees," the nature and location of which shall be subject to the agreement of the parties.

D. The Foundation will reimburse directly to the College amounts for the operating supplies provided to the Foundation pursuant to the Services Agreement.

This Services Agreement shall be effective as of the date of the last signature thereto and shall continue in annual terms matched to the College's fiscal year until terminated by either party. This Services Agreement may be terminated by either party upon written notice of termination, such termination to be effective 30 days after notice thereof. This Services Agreement shall also terminate at the same time as any termination of the Operating Agreement between the College EITC and EITC Foundation Services Agreement

and the Foundation dated 1/1/2012. In the event of termination, all obligations of the parties hereto shall cease as of the date of termination except for obligation for payment or reimbursement which accrued prior to the date of termination.

EASTERN IDAHO TECHNICAL COLLEGE




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Dr. Steven K. Albiston, President

Date: \_\_\_\_\_

EASTERN IDAHO TECHNICAL COLLEGE FOUNDATION



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Chairperson

Date: \_\_\_\_\_



**Exhibit C**

**INVESTMENT POLICY**

**EASTERN IDAHO TECHNICAL COLLEGE FOUNDATION, INC.**



EASTERN IDAHO TECHNICAL COLLEGE FOUNDATION, INC

INVESTMENT POLICY

AMENDED AND RESTATED NOVEMBER 2011

The following Investment Guidelines have been established by the Eastern Idaho Technical College Foundation, Inc., to provide guidance for the investment and reinvestment of the principal and income from its investment portfolio.

*The purpose of these investment guidelines is to assure that funds be invested in high-quality securities in a manner that provides capital preservation, minimum levels of risk with a reasonable return and necessary liquidity.*

**Investment Objectives**

The long-term objective is a preservation of capital with a maximum total return from income and appreciation. The goal is to achieve a total portfolio return in excess of 8%. Secondly, the total return performance of the fixed income portfolio will attempt to achieve a total return that exceeds an index of like securities. Thirdly, the equity portfolio will attempt to achieve a total return equal to or greater than the total return of the S&P500 for stocks, and the EAFE<sup>i</sup> for international investment.

**Authorities and Responsibilities of the Investment Manager(s)**

Subject to the terms and conditions of this statement, the investment manager(s) shall have the full discretionary power to direct the investment and reinvestment of assets under its management. The EITC Foundation Finance and Investment Committee expects that the investment manager(s) will recommend changes to this statement at any time when the investment manager(s) views any part of this statement to be at variance with overall market and economic conditions. A copy of this investment policy statement shall be provided to any investment manager. For purposes of this paragraph, investment manager does not include a manager of mutual funds.

*Portfolio Guidelines*

1. Investments shall be limited to the following:
  - a. Obligations of the United State Treasury, including United States Treasury bills, United States Treasury notes, and United States Treasury bonds.
  - b. Obligations issued by or fully guaranteed to principal and interest by the following agencies or instrumentalities of the United States in which a market is

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<sup>i</sup> The **EAFE Stock Index** tracks the Europe, Australasia, and Far East (EAFE) stock index. The EAFE Index is primarily composed of around 20,000 securities from over 20 countries.

made by a primary reporting government securities dealer: Federal National Mortgage Association, Federal Home Loan Mortgage Corporation, Student Loan Marketing Association, Government National Mortgage Association, or the World Bank.

- c. Repurchase agreements with the primary-reporting dealers, acting as principal for securities of the United States Treasury, and only if safekeeping receipt of a correspondent banking institution supports the securities. The value of the security shall always equal or exceed the repurchase price. Master Repurchase Agreement facilities, which are supported by a third party custodian. Collateral relationships are approved.
- d. Zero coupon "stripped securities" when the securities otherwise meet the requirements of these investment guidelines.
- e. Negotiable or non-negotiable certificates of deposit in amounts not to exceed \$100,000 principal plus interest unless the certificates of deposits are fully collateralized with obligations of the United States Treasury.
- f. Banker's acceptances that are eligible for discount at a Federal Reserve Bank.
- g. Money Market Funds, but only if the underlying securities and obligations conform to the restrictions of the investment guidelines.
- h. Direct investment in commercial paper, which is rated at least P-1 by Moody's Investor Services or A-1 by Standard and Poors, Inc.
- i. Corporate debt obligations which are rated a least A by either Moody's Investor Services or Standard and Poors, Inc., at the time of purchase. Downgrades will be discussed with the EITC Foundation Finance and Investment Committee.
- j. The investment manager(s) may invest in mutual funds or pooled savings accounts for which the investment manager(s) or its affiliate acts as investment advisor, manager, or sponsor, as designated by the Principal, if the underlying securities and obligations conform to the restrictions of these investment guidelines.
- k. Equity securities, which are listed on the New York Stock Exchange, the American Stock Exchange, or the NASDAQ. Equity securities may be purchased through pooled funds or as individual issues.

To assure capital preservation, the following diversification guidelines shall apply to the total holdings under the investment management accounts.

Asset Class	Preferred
-------------	-----------

<b>Equities</b>	<b>45 - 55%</b>
<b>Fixed Income</b>	<b>35 – 45%</b>
<b>Cash &amp; Equivalents</b>	<b>0 - 10%</b>

The asset allocation will be reviewed every six months to take into consideration market conditions.

2. Other Restrictions. The investment manager(s) shall not utilize managed assets to:
  - a. Make loans, unless otherwise provided in these investment guidelines.
  - b. Borrow money or pledge or mortgage managed assets.
  - c. Purchase securities on margins or make short sales.
  - d. Purchase restricted securities.
  - e. Write, purchase or sell puts, calls, warrants, or options.
  - f. Hedges or derivatives.

### **Meetings of the Finance and Investment Committee**

The Finance and Investment Committee shall review the portfolio's investment results at least semi-annually, and shall report its conclusions, either orally or in writing, to the EITC Foundation (EITCF) Board of Directors promptly. Written reports from all brokerage firms and investment managers shall be provided to the EITCF at least quarterly.

### **Performance Evaluation**

The Finance and Investment Committee will monitor the portfolio's performance as described above, and will evaluate the overall success of the investment objectives outlined in this document over a three year moving average of the fund value based on the valuations of the account on June 30 of each of the previous three years. The annual grant allocation shall be at a rate of at least 5%. Allocations of additional amounts will be made on the basis of fund performance on the recommendation of the Finance Committee. The portfolio asset allocation between equity, fixed income and cash should also be reported on at least a semi-annual basis.

### **Delegation of Authority,**

The EITC Foundation Board of Directors is a fiduciary, and the Finance and Investment Committee is responsible for directing and monitoring the investment management of EITCF assets. As such, the Finance and Investment Committee shall recommend that the



Board delegate certain responsibilities to professional experts in various fields. These include, but are not limited to:

1. Investment Management Consultant. The consultant may assist the Finance and Investment Committee in: establishing investment policy, objectives, and guidelines; selecting investment managers; reviewing such managers over time; measuring and evaluating investment performance; and other tasks as deemed appropriate.
2. Investment Manager. In the absence of direction from the Finance and Investment Committee the investment manager(s) has discretion to purchase, sell, or hold the specific securities that will be used to meet EITCF investment objectives.
3. Custodian. The custodian will physically (or through agreement with a sub- custodian) maintain possession of securities owned by EITCF, collect dividend and interest payments, redeem maturing securities, and effect receipt and delivery following purchases and sales. The custodian may also perform regular accounting of all assets owned, purchased, or sold, as well as movement of assets into and out EITCF accounts.
4. Co-Trustee. The Finance and Investment Committee may ask the EITCF Board of Directors to appoint an outside individual or entity, such as a bank trust department to be co-trustee. The co-trustee will assume fiduciary responsibility for the administration of EITCF assets.
5. Additional specialists such as attorneys, auditors, actuaries, retirement plan consultants and others may be employed by EITCF Board of Directors to assist in meeting its responsibilities and obligations to administer EITCF assets in a prudent manner.

The Finance and Investment Committee will not reserve any control over investment decisions, with the exception of specific limitations described in these statements. Investment managers will be held responsible and accountable to achieve the objectives herein stated. While it is not believed that the limitations will hamper investment managers, each manager should request modifications which they deem appropriate.

If such experts employed are also deemed to be fiduciaries, they must acknowledge such in writing. All expenses for such experts must be customary and reasonable, and will be borne by EITCF as deemed appropriate and necessary.

#### **Responsibility of the Investment Consultant(s)**

The Investment Consultant's role, if one is assigned, is that of a non-discretionary advisor to the Finance and Investment Committee of EITCF. Investment advice concerning the investment management of EITCF assets will be offered by the Investment Consultant, and will be consistent with the investment objectives, policies, guidelines and constraints as established in this statement. Specific responsibilities of the investment Consultant include:

1. Assisting in the development and periodic review of investment policy.

2. Conducting investment manager searches when requested by the Finance and Investment Committee.
3. Providing “due diligence”, or research, on the Investment Manager(s).
4. Monitoring the performance of the Investment Manager(s) to provide the Finance and Investment Committee with the ability to determine progress toward the investment objectives.
5. Communicating matters of policy, manager research, and manager performance to the Finance and Investment Committee.
6. Reviewing EITCF investment history, historical capital markets performance and the contents of this investment policy statement to any newly appointed members of the Finance and Investment Committee.

## **Liquidity**

To minimize the possibility of a loss occasioned by the sale of a security forced by the need to meet a required payment, the Finance and Investment Committee will periodically provide investment manager(s) with an estimate of expected net cash flow. The Finance and Investment Committee will notify the investment manager(s) in a timely manner, to allow sufficient time to build up necessary liquid reserves.

To maintain the ability to deal with unplanned cash requirements that might arise, the Finance and Investment Committee requires that a minimum of 0-10% of EITCF assets shall be maintained in cash or cash equivalents, including money market funds or short-term U.S. Treasury bills.

## **Diversification for Investment Managers**

The Finance and Investment Committee does not believe it is necessary or desirable that securities held by EITCF represent a cross section of the economy. However, in order to achieve a prudent level of portfolio diversification, the securities of any one company or government agency should not exceed 10% of the total fund, and no more than 30% of the total fund should be invested in any one industry. Individual treasury securities may represent 40% of the total fund, while the total allocation to treasury bonds and notes may represent up to 100% of EITCF aggregate bond position.



Submitted, Chair, EITC Foundation  
Finance and Investment Committee



Approved, Chair EITC Foundation



**Exhibit D**

**ARTICLES OF INCORPORATION**

**EASTERN IDAHO TECHNICAL COLLEGE FOUNDATION, INC.**



COPY

ARTICLES OF INCORPORATION  
OF

THE EASTERN IDAHO VOCATIONAL TECHNICAL SCHOOL FOUNDATION, INC.

The undersigned, acting as incorporators, in order to form a corporation for the purposes hereinafter stated, pursuant to the Idaho Non-profit Corporation Act, hereby adopt the following Articles of Incorporation for such Corporation.

ARTICLE I

Name

The name of the Corporation is:

The Eastern Idaho Vocational Technical School  
Foundation, Inc.

ARTICLE II

Not for Profit

The Corporation is a nonprofit corporation under the Idaho Nonprofit Corporation Act. The Corporation is not formed for pecuniary profit. No part of the income or assets of the Corporation shall inure to the benefit of or be distributable to its members, directors, officers, or other private persons, except to the extent permissible by law and except that the Corporation shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes set forth in Article IV hereof.

ARTICLE III

Term

The term of the Corporation is perpetual.

ARTICLE IV

Purpose

The Corporation is organized, and shall be operated exclusively for, the following purposes: to exercise all of the rights and powers conferred by the laws of the State of Idaho upon nonprofit corporations, including without limiting the generality of the foregoing, to acquire by bequest, devise, gift, purchase, lease, charitable trusts, life estates or any other method of transferring any property of any sort or nature, without limitation as to its amount or value, and to hold invest, reinvest, manage, use, apply, employ, sell, expend, disburse, lease, mortgage, convey, option, donate or otherwise dispose of such property and the income, principal and proceeds of such property for the benefit of the Eastern Idaho Vocational Technical School.

No substantial part of the activities of the Corporation shall be the carrying on of propaganda, or otherwise attempting to influence legislation, and the Corporation shall not participate in or intervene in (including the publishing or distribution of statements) any political campaign on behalf of or in opposition to any candidate for public office.

Notwithstanding any other provision of these Articles, the Corporation shall not carry on any other activities not permitted to be carried on (a) by a corporation exempt from federal income tax under Section 501(c)(3) of the Internal Revenue Code of 1986, or corresponding provision of any future tax code (hereinafter "Internal Revenue Code"), or (b) by a corporation, contributions to which are deductible under Section 170(c)(2) of the Internal Revenue Code.

#### ARTICLE V

##### Trusts and Trust Funds

Notwithstanding the provisions of Article IV, to the extent permitted by law, any donor or testator may direct that his gift shall be held in such charitable trusts as may be specifically designated by said donor or testator and in such case his intentions shall be carried out by the Corporation. To the extent permitted by law, Donors or testators may give a principal sum to the Corporation for the benefit of said Corporation, and provide that the income thereof shall be payable to the donor during his life, or that it shall be paid to a beneficiary or beneficiaries named by him for life, or for some other period of time, and that after the termination of the estate or estates so provided, the income or principal shall be distributed as part of the unrestricted income or principal of said corporation in accordance with Article IV or

for such charitable purposes as the donor or testator may specify in accordance with this Article V.

If the directors of the Corporation by the vote of eighty (80) percent of the directors shall at any time declare that the purposes of any gift made pursuant to this Article V have become (1) unnecessary, undesirable, impracticable or impossible of fulfillment, or (2) if any beneficiary to which the income or principal of any gift shall be provided to be paid shall have become nonexistent or shall have ceased its activities, or (3) if for any other reasons the application or applications provided by the said donor or testator shall have become impossible, impracticable, unnecessary or undesirable, the Corporation shall apply such gift to the purposes set forth in Article IV. The determination of the directors that such purposes have become unnecessary, undesirable, impracticable or impossible of fulfillment shall be binding and conclusive upon all persons.

The Corporation may accept appointments by any court of competent jurisdiction as trustee to hold any fund or funds under the terms of these Articles.

#### ARTICLE VI

##### Commingling of Funds

In the absence of any provisions expressing the intention of the donor or testator to the contrary, and to the extent



permitted by law, the Corporation shall be authorized to mingle any property given to it under the terms hereof with other property given to it under the terms hereof without obligation to retain any gift as a separate fund, but any donor or testator may direct that his gift be held as a separate fund and may, if he so desires, designate such fund as a Memorial Fund in memoriam of a particular person or event, and in such case the said fund shall be maintained as a separate fund forming a part of the said Corporation, under such name, if any, as may be properly designated therefor. The Corporation shall in any event be authorized to hold as a separate fund any gift which, in the discretion of the Corporation shall require segregation in order to carry out any specific provision expressed by the donor or testator, or which shall require such segregation for any other reason deemed sufficient by the Corporation.

Subject to any written agreement with the donor or testator to the contrary, if any fund, the income of which is directed by the donor or testator to be paid to any donor or other beneficiary, is commingled, the Corporation shall make available to pay to such donor or other beneficiary as income on such fund the average rate of return on such commingled funds.

If at any time after such mingling of funds shall have taken place, it should thereafter for any reason be deemed by the Corporation as desirable or necessary to separate any fund or funds, each fund so separated shall be considered to be that proportion of the value at the date of separation of the principal or income of the combined funds as the value at the date of gift or such fund so separated shall bear to the total value of such combined funds at said last mentioned date plus any subsequent gifts valued as of the date thereof.

#### ARTICLE VII

##### Members

This Corporation shall have no members. All powers of the Corporation are vested in the Board of Directors.

#### ARTICLE VIII

##### Provisions for the Regulation of Internal Affairs of the Corporation

There are no provisions for regulation of internal affairs of this Corporation.

#### ARTICLE IX

##### Street Address of Initial Registered Office and Name of Initial Registered Agent

The street address of the initial registered office of this Corporation is:

1600 Hitt Road  
Idaho Falls, Idaho 83401



The name of the initial registered agent at such street address is: John Christofferson

ARTICLE X

The Number of Directors Constituting the Initial Board of Directors

The number of directors constituting the initial Board of Directors shall be seven (7). The names and addresses of the initial Board of Directors are:

John Christofferson  
1295 Tipperary Ct.  
Idaho Falls, Idaho 83404

William A. Robertson  
1165 Koster  
Idaho Falls, Idaho 83401

Robert Smart  
4856 Galena  
Pocatello, Idaho 83202

Kittie Sieh  
439 Tyra Drive  
Idaho Falls, Idaho 83404

Marshal Wade  
4160 Spartina St.  
Idaho Falls, Idaho 83401

Rollie Leeper  
399 N. Capital  
Idaho Falls, Idaho 83402

Steve Albison  
4065 Lance  
Idaho Falls, Idaho 83401

ARTICLE XI

Board of Directors

The Board of Directors shall consist of not less than seven (7) nor more than sixteen (16) members. Management of the affairs of the Corporation shall be by the Board of Directors who may delegate to officers and to committees to their own number such of their powers as they see fit. Directors shall be selected by majority vote of the directors serving at the time of the annual meeting for such terms and in such manner as the By-Laws prescribe.

ARTICLE XI

Name and Street Address of Each Incorporator

The name and street address of each incorporator is:

John Christofferson  
1295 Tipperary Ct.  
Idaho Falls, Idaho 83404

William A. Robertson  
1165 Koster  
Idaho Falls, Idaho 83401

Robert Smart  
4856 Galena  
Pocatello, Idaho 83202

ARTICLE XII

Manner of Acting

A majority of the directors of the Corporation in office who are present in person or by proxy shall constitute a quorum, and a majority of any such quorum at a meeting duly

convened shall have the power to act, except as otherwise specifically provided. Action of any kind may be taken, without a meeting, by writing setting forth the action, signed by all of the members.

#### ARTICLE XIII

##### Annual Meeting

The annual meeting of the Corporation shall be at such place, within or outside of the State of Idaho, at such time as the President of the Corporation may notice; provided, however, that such annual meeting shall be held no less than eight (8) nor more than sixteen (16) months from the time of the preceding annual meeting and, provided further, that the president or a majority of the Board of Directors may call the annual meeting or any special meeting at any time.

#### ARTICLE XIV

##### Officers

Officers shall consist of a president, one (1) or more vice presidents, a secretary and a treasurer. The president and vice presidents shall be directors but the secretary and treasurer need not be directors. Two (2) or more offices may be held by the same person except that the president may not be secretary or treasurer. Officers shall be selected by the Board of Directors at the times, for such terms and in such manner as the By-Laws prescribe.

## ARTICLE XV

### Dissolution

In the event of the dissolution of this Corporation, or in the event that it should cease to carry out its purposes, no member, director, officer or individual shall be entitled to or receive any distribution or division of its remaining assets, property or proceeds, and the balance of all property and assets of the Corporation from any source, after the payment of all debts and obligations of the Corporation, shall vest in the Eastern Idaho Vocational Technical School (a secondary Vocational Technical School fully funded as a state agency of the State of Idaho) for the use and benefit of said school, or, if the school is not in existence, the State of Idaho for use in vocational technical training in the State of Idaho.

Any such assets not so disposed of shall be distributed for one or more exempt purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code, or shall be distributed to the federal government, or to a state or local government, for a public purpose.

## ARTICLE XVI

### Tax Exemption

It is the intent of the incorporators that this organization shall be incorporated as a tax exempt organization to which deductible gifts may be made pursuant to the terms of



the Internal Revenue Code. To that end, this Corporation shall be subject to all the restrictions and requirements now or hereafter imposed by the United States Internal Revenue Code, any rules and regulations duly and properly promulgated in the application and interpretation of said Code with which compliance is required for qualification as a tax exempt organization. In particular, in any year in which this Corporation is a "private foundation" as that term is defined in the Internal Revenue Code, its income must be distributed at such time and in such manner as not to subject this Corporation to taxes under Section 4942, Internal Revenue Code, or the regulations promulgated thereto, and the Corporation shall not engage in any act or self dealing as defined in Section 4941, Internal Revenue Code, or the regulations promulgated pursuant thereto, and shall not retain any excess business holdings as defined in Section 4942(c), Internal Revenue Code, or the regulations promulgated pursuant thereto, and shall not make any investments in such manner as to subject the Corporation to taxes under Section 4944, Internal Revenue Code, or the regulations promulgated pursuant thereto, and shall not make any taxable expenditures as defined in Section 4945(d), Internal Revenue Code, or the regulations promulgated pursuant thereto.

## 11 ARTICLES OF INCORPORATION

## ARTICLE XVII

### Amendments

The Articles of Incorporation or the By-Laws of this Corporation may be altered, amended or newly adopted by vote of two-thirds (2/3) of the then serving directors at any meeting of the directors of the Corporation called for that purpose (solely or in combination with other purposes) by two-thirds of the directors present, in person or by proxy, provided that notice is sent to each director not less than ten (10) days prior to such meeting, and provided that a quorum is present. Such notice shall state in a general way the nature of the proposed change.

## ARTICLE XVIII

### Notice

Except as otherwise specified, whenever notice is required, it shall be in writing sent prepaid not less than three (3) days before the event if by telegram and not less than six (6) days if by mail, addressed to the last known address. Notice may be waived either before or after a meeting.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 1989.

\_\_\_\_\_  
John Christofferson

\_\_\_\_\_  
William A. Robertson

Robert Smart

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INCORPORATORS

6720g/jk

13 ARTICLES OF INCORPORATION





**Exhibit E**

**AMENDED AND RESTATED BYLAWS**

**EASTERN IDAHO TECHNICAL COLLEGE FOUNDATION, INC.**



**BYLAWS**  
**EASTERN IDAHO TECHNICAL COLLEGE FOUNDATION, INC.**  
Amended and Restated, November 8, 2011

**ARTICLE ONE**  
**NAME**

The name of the corporation is EASTERN IDAHO TECHNICAL COLLEGE FOUNDATION, INC.

**ARTICLE TWO**  
**PRINCIPAL OFFICES**

The principal offices of the Foundation shall be maintained at Eastern Idaho Technical College, 1600 South 25th East, Idaho Falls, Idaho 83404-5788.

**ARTICLE THREE**  
**PURPOSES**

A. To engage in nonprofit activities for the benefit of Eastern Idaho Technical College, including but not limited to, soliciting, receiving, and disbursing gifts, bequests, and devises to promote excellence in education and related activities, to provide scholarships, grants-in-aid, loans, and other financial assistance to students enrolled at Eastern Idaho Technical college and transacting any other business or performing any other activities authorized by Idaho law consistent with section 501(c)(3) of the Internal Revenue Code.

B. To administer any gifts, devises, or like in accordance with the directions of donors, testators, or other benefactors.

C. To receive, acquire, hold purchase, dispose of, convey, mortgage, lease, and improve real and personal property; to sell, lease, assign, transfer, mortgage, and convey any rights, privileges, franchise, real or personal property of the Foundation, other than its franchise of being a corporation; and to purchase, guaranty, take, receive, subscribe for or otherwise acquire or otherwise dispose of and otherwise use and deal in and with, shares or other interests in or obligations of other domestic or foreign corporations, associations, partnerships, or individuals; or direct or indirect obligations of the United States or any government, state, territory, government district or municipality, or any instrumentality thereof.

D. The Foundation shall at all times comply with the intermediate sanction rules and regulations of the Internal Revenue Code in regard to transactions between the Foundation and disqualified persons, as set forth in detail at Article 8.

E. To serve as agent for Eastern Idaho Technical College in the management and investment of property acquired for Eastern Idaho Technical College, as the governing board of the college shall determine to transfer to the Foundation for such management and investment. Nothing in this paragraph is intended to interfere with or usurp the power of the State Board of Education relating to real property of Eastern Idaho Technical College.

F. To determine, by a vote of at least two-thirds of the directors of the Foundation:

1. that the purposes of any grant, gift, donation, or devise have become unnecessary, undesirable, impractical, impossible of fulfillment or
2. that any beneficiary to which the income or principal of any gift is to be paid has become non-existent or has ceased its activities, or
3. that, for any reason, the applications provided by any donor have become impossible, impractical, unnecessary, or undesirable.

Upon such determinations, the Foundation may apply the gift or devise to the general purposes of the Foundation.

G. To receive grants from the United States government or any other public or private corporation or entity, and to disburse such grants for the support of scientific, educational, and research activities.

H. To make applications for and obtain patents, patent rights, trademarks and copyrights, for any inventions or publications and to hold them, provided, however that all income from assets of this kind shall be devoted to the scientific, charitable, and educational purposes of the Foundation and none of such income shall accrue to any officer, director, or employee of the Foundation except for payment for services or compensation as an inventor or author of a project.

I. To have and exercise all powers now or hereafter conferred on nonprofit corporations by the laws of the state of Idaho, subject to the provisions of the articles of incorporation and these bylaws duly and regularly adopted, and to the powers reserved to the governing board of the Eastern Idaho Technical College.

J. Notwithstanding any other provisions of the articles of incorporation, the Foundation shall not carry on, other than as an insubstantial part of its activities, any activities not permitted to be carried on;

1. by corporations exempt from federal income tax under section 501(c)(3) of the Internal Revenue Code of 1986 (or the corresponding provision of any future law) or

2. by a corporation, contributions to which are deductible under section 170(c)(2) of the Internal Revenue Code of 1986 (or the corresponding provision of any future law).

K. To defend any action filed against the Foundation, or any director carrying out duly authorized and sanctioned activities solely for the benefit of the Foundation, and to initiate and carry on any legal actions necessary for the benefit of the Foundation.

#### **ARTICLE FOUR** **RESTRICTIONS ON EARNINGS**

No part of the net earnings of the Foundation shall inure to the benefit of or be distributable to its directors, trustees, officers, or other private persons, except that the Foundation shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes set forth in the articles of incorporation. The Foundation shall not substantially engage in disseminating propaganda or otherwise in attempting to influence legislation, nor shall it participate or intervene in (including the publishing or distribution of statements) any



political campaign on behalf of any candidate for public office. Notwithstanding the other provisions of the articles of incorporation or these bylaws, the Foundation shall not engage in any activities forbidden to be carried on:

A. by corporations exempt from federal income tax under section 501(c)(3) of the Internal Revenue Code of 1986 (or the corresponding provision of any future law) or

B. by a corporation, contributions to which are deductible under section 170(c)(2) of the Internal Revenue Code of 1986 (or the corresponding provision of any future law).

On the dissolution of the Foundation, the board of directors shall, after paying or making provision for the payment of all of the liabilities of the Foundation, dispose of all the assets of the Foundation exclusively for the purposes set forth in these articles or by distributing the assets to Eastern Idaho Technical College or its successor institution, and if there is none to any organization or organizations organized as an exempt organization or organizations under section 501(c)(3) of the Internal Revenue Code of the United States (or corresponding provisions of any future United States internal revenue law), as the board of directors shall determine. Any such assets not so disposed of shall be disposed of by the district court of the county in which the principal office of the

Foundation is then located, exclusively for such purposes or to such organization or organizations, as the court shall determine, which are organized and operated exclusively for such purposes.

The Foundation will distribute its income for each tax year at such time and in such manner as not to become subject to the tax on undistributed income imposed by section 4942 of the Internal Revenue Code, or corresponding section of any future Federal tax code. The Foundation will not engage in any act of self-dealing as defined in section 494(d) of the Internal Revenue Code, or corresponding section of any future Federal tax code. The Foundation will not retain any excess business holdings as defined in Section 4943(c) of the Internal Revenue Code, or corresponding section of any future Federal tax code. The Foundation will not make any investments in such manner as to subject it to tax under section 4944 of the Internal Revenue Code, or corresponding section of any future Federal tax code. The Foundation will not make any taxable expenditure as defined in section 4945(d) of the Internal Revenue Code, or corresponding section of any future Federal tax code.

## **ARTICLE FIVE**

### **MEMBERS/DIRECTORS**

The members of the Foundation are its Board of Directors. The Foundation shall be governed by a Board of Directors consisting of not fewer than five persons. The Board of Directors may determine the upper limit on the number of directors and may adjust the limit provided, however, no director may be removed from office by reduction in board size without the directors express consent. At least one more than a majority of the Board of Directors shall reside within Bonneville County.

The following persons shall be ex-officio Directors;  
A. The President of Eastern Idaho Technical College.

B. A member of the Advisory Council of Eastern Idaho Technical College selected by that Advisory Council.

C. The Executive Director of the Eastern Idaho Technical College Foundation

## **ARTICLE SIX**

### **VOTING**

Each Director shall have one vote at all meetings of the Board of Directors of the Foundation. Ex-officio Directors may provide consultation and advice to the board and may otherwise participate in all discussions at such meetings. Ex-officio members shall not have a vote.

## **ARTICLE SEVEN**

### **ELECTION OF DIRECTORS**

The Board of Directors may, from time to time, set the maximum number of Directors the Foundation shall have. No reduction in the size of the Board of Directors will operate to involuntarily reduce the term of office of any Director. The Board of Directors will select Directors to fill the board, to replace Directors whose terms have expired and to fill the terms of office of Directors who resign or are unable to complete the term of office the Director was elected to serve. Directors (of any category) may be elected at any regular or special meeting in a manner prescribed by these bylaws and resolution of the Board of Directors.

## **ARTICLE EIGHT**

### **CONFLICTS OF INTEREST**

A. The Foundation shall at all times comply with the intermediate sanction rules and regulations of the Internal Revenue Code in regard to transactions between the Foundation and disqualified persons. All such transactions shall be for fair consideration, shall be fully disclosed to the Foundation's board of directors. Such transaction shall only be authorized if approved by the Board of Directors, acting with complete and relevant comparable information with regard to the subject matter, and shall be considered and approved without the participation or control over the disqualified person. Complete and accurate minutes shall be kept for all meetings in which such matter is considered.

B. The following principles also apply:

1. A conflict of interest transaction is a transaction with the Foundation in which a director of the Foundation has a direct or indirect interest. A conflict of interest transaction is not voidable or the basis for imposing liability on the director if the transaction was fair at the time it was entered into or is approved as provided in subparagraph 2 of this paragraph.
2. A transaction in which a director of the Foundation has a conflict of interest may be approved if the material facts of the transaction and the director's interest are disclosed or known to the board of directors or a committee of the board and the board or committee of the board authorized, approved or ratified the transaction.



3. For purposes of this section, a director of the Foundation has an indirect interest in a transaction if: (a) Another entity in which the director has a material interest or in which the director is a general partner is a party to the transaction; or (b) Another entity of which the director is a director, officer or trustee is a party to the transaction.

4. For purposes of subparagraph 2 of this paragraph, a conflict of interest transaction is authorized, approved or ratified, if it receives the affirmative vote of a majority of the directors on the board or on the committee, who have no direct or indirect interest in the transaction. The presence of, or a vote cast by, a director with a direct or indirect interest in the transaction does not affect the validity of any action taken under subparagraph 2 of this paragraph if the transaction is otherwise approved as provided in subparagraph 2 of this paragraph.

## **ARTICLE NINE**

### **TERMS OF OFFICE**

A. Active directors shall serve terms of three (3) years. One third of the initial board shall initially be elected for two (2), three (3), or four (4) year terms so as to stagger the expiration of offices. No director may serve more than two full three year terms in succession. After being off the board for a minimum of one (1) year a director may again be eligible for service with the same restrictions. Notwithstanding the foregoing, by a vote of three-fourths of the full Board of Directors, the term of a director may be extended for a specific period of time as determined by the nominating committee. Terms begin in January. If a member is appointed after the January meeting of the previous year, but before the January meeting of the following year, then that time does not count against the three (3) or six (6) year term (two full three year terms in succession). If a Board member is filling the position of another Board member, they should start their own term, not fulfill the term of their predecessor.

B. A Director may be removed for cause, after notice and hearing before the Board of Directors, on the vote of three-fourths of the board present at a regular or special board meeting.

C. Failure to attend at least three consecutive board meetings will constitute the members resignation from the board, unless the Director has been excused by the Chairperson of the Board or his/her designee.

## **ARTICLE TEN**

### **MEETINGS**

A. The annual meeting of the Board of Directors shall be held in November of each year, the day, hour, and place to be determined by the Chairperson of the Board of Directors of the Foundation. Officers and members of any committee established by these bylaws, or by resolution of the Board of Directors, shall be elected at the annual meeting and such other business as may be brought before the meeting may be transacted. Officers and committee members shall be elected for one year terms and shall assume the office or function at the conclusion of the annual meeting of their election.

B. Special meetings of the Board of Directors may be held at any time and place designated by the Chairperson of the Board of Directors of the Foundation.

C. One-half of the Board of Directors shall constitute a quorum at any meeting of the Board of Directors, and all questions shall be determined by a majority vote of the quorum unless provided otherwise in the articles of incorporation, these bylaws, or by resolution of the Board of Directors.

D. Notice of each meeting, annual or special, shall be mailed by the secretary, or his/her designee, to each of the Directors or not less than ten (10) days preceding any such meeting. In the event the notice is of a special meeting, such notice shall indicate briefly the objectives of the meeting. The Directors may waive notice, in writing, of any such meeting, and if unanimous, such action shall be as effective and have the same force and effect as though all Directors have received notice in accordance with these bylaws. The Directors may set the time and place of meetings of the Board of Directors by resolution, in which case no notice of any such meeting shall be required.

#### **ARTICLE ELEVEN OFFICERS**

A. The Board of Directors shall elect from its number, a Chairperson of the Board, Vice-Chairperson, Secretary, and Treasurer. The board may elect such assistant officers or other officers it decides necessary to carry out the business of the Foundation. The office of Secretary and Treasurer may be combined and held by one person.

B. The terms of office shall run for one (1) year. Any officer may be elected to consecutive terms in office.

C. The Chairperson of the Board shall be the presiding officer, but in the Chairperson of the Boards absence, the Vice-Chairperson of the Foundation shall act as Chairperson. In the absence of both of the last mentioned officers from any such meeting, the board may appoint any member to act as Chairperson. The Executive Director of the Foundation or designee shall act as secretary of all meetings of the Board of Directors. In the event of the absence of the Executive Director at any such meeting, the presiding officer may appoint any person to act as secretary of the meeting. The Treasurer shall act as the custodian of financial records and the financial officer of the Foundation. The officers shall perform the traditional tasks assigned to those offices and such other duties as may be assigned by the Chairperson of the Board of Directors.

#### **ARTICLE TWELVE EXECUTIVE COMMITTEE**

A. The Executive Committee of the Board of Directors shall consist of the following:

1. All current officers of the Foundation, and
2. Two other Directors elected by the Board of Directors at the annual meeting.

B. The following who shall be ex-officio members of the Executive Committee with seat and voice on the committee but no vote:



1. The President of Eastern Idaho Technical College,
2. The Executive Director of the Foundation, and
3. The board member representing the Advisory Council of Eastern Idaho Technical College Advisory Council.

C. The presence of at least one-half of the voting members of the committee shall constitute a quorum. The affirmative vote of a majority of the voting directors of the committee shall be necessary for the adoption of any resolution.

D. The Executive Committee shall meet at the call of the Chairperson of the Board of the Foundation and minutes shall be reported to the next meeting of the Board of Directors for approval.

E. The presence of at least one-half of the members shall constitute a quorum of the committee. The affirmative vote of a majority of the quorum shall be necessary for the adoption of any resolution.

F. The executive committee shall have no authority to alter, amend, or repeal the articles of incorporation or bylaws, or to elect directors.

### **ARTICLE THIRTEEN**

#### **THE FINANCE COMMITTEE**

A. The Finance Committee of the Board of Directors shall consist of the following:

1. Chairperson of the Finance Committee, who shall be appointed by the Chairperson of the Board,
2. Current Chairperson of the Board of the Foundation,
3. Immediate Past Chairperson of the Board of Directors of the Foundation,
4. The Secretary-Treasurer of the Foundation,
5. Two (2) Members-at-Large appointed by the Board of Directors of the Foundation,
6. The Executive Director of the Foundation (ex-officio non-voting), and
7. Portfolio Manager (ex-officio non-voting).

B. The Finance Committee shall serve as Investment Advisors. The finance committee will develop an investment policy for a full Board approval, a plan and strategy to meet the objectives and criteria of that policy. The advisors will review and analyze portfolio assets, monitor performance, construct and maintain appropriate asset allocations and report performance to the Board of Directors of the Foundation.

C. The Finance Committee shall solicit and evaluate written proposals for financial services, and subsequently make a recommendation to the Board of Directors for the hiring of financial portfolio manager(s). The Finance Committee shall conduct oversight of the financial portfolio management and keep the Foundation Board of Directors informed.

D. The Finance Committee shall be convened at least quarterly and at the call of the Chairman of the Finance Committee. Minutes shall be kept by the Executive Director, or other designee, and filed in the Foundation minute book. The Finance

Committee shall report such investment activity to the Board of Directors at the next regularly scheduled meeting.

E. The presence of a majority of the voting members shall constitute a quorum of the committee. The affirmative vote of at least three-fourths of the members present shall be necessary for the adoption of any resolution.

#### **ARTICLE FOURTEEN**

##### **THE FUND RAISING COMMITTEE**

The Foundation Board of Directors shall serve as a committee of the whole for fund raising.

#### **ARTICLE FIFTEEN**

##### **MARKETING AND PUBLIC RELATIONS COMMITTEE**

This committee shall be responsible for, and its duties will encompass, all aspects of community/college dialogue. The purpose of this committee is to broaden and nurture the visibility and integrity of the college with the various communities in the area. The committee shall encourage the college administration to strive to stay in tune with the needs of the people of the college area. The size of the committee shall be determined by, and the members of the community appointed by, the Chairperson of the Board of Directors.

#### **ARTICLE SIXTEEN**

##### **OTHER STANDING COMMITTEES**

The Foundation should regularly form and staff scholarship and grants, nominating, public relations, donor relations, gifts, and bequests committees. The Foundation may appoint other committees when needed. The duties and functions of such committees shall be determined by the Board of Directors. The Board of Directors shall determine, by resolution, the size of each committee and manner of selection of the members.

#### **ARTICLE SEVENTEEN**

##### **NOMINATING COMMITTEE**

The nominating committee shall be responsible for, and its duties shall encompass, the nomination of officers for the Eastern Idaho Technical College Foundation Board of Directors and the nomination of individuals for directors of the Foundation Board on an annual basis. In addition, the nominating committee shall nominate individuals to fill director vacancies in a timely manner as the need arises. The committee shall analyze the expertise needed by the Foundation Board and make every effort to find qualified individuals to meet board needs. The committee shall consist of five members including the Chairman of the Board and the Executive Director of the Foundation. The Chairman of the Board shall appoint the additional members. The Executive Director does not have a vote on any matters presented to the nominating committee.

#### **ARTICLE EIGHTEEN**

##### **AMENDMENT**

These bylaws may be amended by a vote of two-thirds of the directors present at an annual meeting or at a special meeting of the Board of Directors if the amendment of

the bylaws is the subject of the notice of the meeting.

**ARTICLE NINETEEN**  
**FISCAL YEAR**

The Foundation's fiscal year shall end June 30.

Adopted by the Board of Directors on November 8, 2011.



**Exhibit F**

**CONFLICT OF INTEREST POLICY**

**EASTERN IDAHO TECHNICAL COLLEGE FOUNDATION, INC.**





**EASTERN IDAHO TECHNICAL COLLEGE FOUNDATION, INC.  
CONFLICT OF INTEREST POLICY  
AMENDED AND RESTATED FEBRUARY 2012**

**Article I**

**Purpose**

The purpose of the conflict of interest policy is to protect the Eastern Idaho Technical College Foundation's, herein known as "Organization," a nonprofit 501 (c) (3) incorporated in the State of Idaho, interest when it is contemplating entering into a transaction or arrangement that might benefit the private interest of a director or might result in a possible excess benefit transaction. This policy is intended to supplement but not replace any applicable state and federal laws governing conflict of interest applicable to nonprofit and charitable organizations.

**Article II  
Definitions**

**1. Interested Person**

Any director, principal officer, or member of a committee with governing board delegated powers, who has a direct or indirect financial interest, as defined below, is an interested person.

**2. Financial Interest**

A person has a financial interest if the person has, directly or indirectly, through business, investment, or family:

- a. An ownership or investment interest in any entity with which the Organization has a transaction or arrangement,
- b. A compensation arrangement with the Organization or with any entity or individual with which the Organization has a transaction or arrangement, or
- c. A potential ownership or investment interest in, or compensation arrangement with, any entity or individual with which the Organization is negotiating a transaction arrangement.

Compensation includes direct and indirect remuneration as well as gifts or favors that are not insubstantial.

A financial interest is not necessarily a conflict of interest. Under Article III, Section 2, a person who has a financial interest may have a conflict of interest only if the appropriate governing board or committee decides that a conflict of interest exists.

**Article III  
Procedures**

**1. Duty to Disclose**

In connection with any actual or possible conflict of interest, an interested person must disclose the existence of the financial interest and be given the opportunity to disclose all material facts to the directors and members of committees with governing board delegated powers considering the proposed transaction or arrangement.

## **2. Determining Whether a Conflict of Interest Exists**

After disclosure of the financial interest and all material facts, and after any discussion with the interested person, he/she shall leave the governing board or committee meeting while the determination of a conflict of interest is discussed and voted upon. The remaining board or committee members shall decide if a conflict of interest exists.

## **3. Procedures for Addressing the Conflict of Interest**

- a. An interested person may make a presentation at the governing board or committee meeting, but after the presentation, he/she shall leave the meeting during the discussion of, and the vote on, the transaction or arrangement involving the possible conflict of interest.
- b. The chairperson of the governing board or committee shall, if appropriate, appoint a disinterested person or committee to investigate alternatives to the proposed transaction or arrangement.
- c. After exercising due diligence, the governing board or committee shall determine whether the Organization can obtain with reasonable efforts a more advantageous transaction or arrangement from a person or entity that would not give rise to a conflict of interest.
- d. If a more advantageous transaction or arrangement is not reasonable or possible under circumstances not producing a conflict of interest, the governing board or committee shall determine by a majority vote of the disinterested directors whether the transaction or arrangement is in the Organization's best interest, for its own benefit, and whether it is fair and reasonable. In conformity with the above determination it shall make its decision as to whether to enter into the transaction or arrangement.

## **4. Violations of the Conflicts of Interest Policy**

- a. If the governing board or committee has reasonable cause to believe a member has failed to disclose actual or possible conflicts of interest, it shall inform the member of the basis for such belief and afford the member an opportunity to explain the alleged failure to disclose.
- b. If, after hearing the member's response and after making further investigation as warranted by the circumstances, the governing board or committee determines the member has failed to disclose an actual or possible conflict of interest, it shall take appropriate disciplinary and corrective action.

## **Article IV** **Records of Proceedings**

The minutes of the governing board and all committees with board delegated powers shall contain:

- a. The names of the persons who disclosed or otherwise were found to have a financial interest in connection with an actual or possible conflict of interest, the nature of the financial interest, and any action taken to determine whether a conflict of interest was present, and the governing board's or committee's decision as to whether a conflict of interest in fact existed.
- b. The names of the persons who were present for discussions and votes relating to the transaction or arrangement, the content of the discussion, including any alternatives to the proposed transaction or arrangement, and a record of any votes taken in connection with the proceedings.



## Article V Compensation

1. A voting member of the governing board who receives compensation, directly or indirectly, from the Organization for services is precluded from voting on matters pertaining to that member's compensation.
2. A voting member of any committee whose jurisdiction includes compensation matters and who receives compensation, directly or indirectly, from the Organization for services is precluded from voting on matters pertaining to that member's compensation.
3. No voting member of the governing board or any committee whose jurisdiction includes compensation matters and who receives compensation, directly or indirectly, from the Organization, either individually or collectively, is prohibited from providing information to any committee regarding compensation.

## Article VI Annual Statements

Each director, principal officer and member of a committee with governing board delegated powers shall annually sign a statement which affirms such person:

- a. Has received a copy of the conflicts of interest policy,
- b. Has read and understands the policy,
- c. Has agreed to comply with the policy, and
- d. Understands the Organization is charitable and in order to maintain its federal tax exemption it must engage primarily in activities which accomplish one or more of its tax-exempt purposes.

## Article VII Periodic Reviews

To ensure the Organization operates in a manner consistent with charitable purposes and does not engage in activities that could jeopardize its tax-exempt status, periodic reviews shall be conducted. The periodic reviews shall, at a minimum, include the following subjects:

- a. Whether compensation arrangements and benefits are reasonable, based on competent survey information and the result of arm's length bargaining.
- b. Whether partnerships, joint ventures, and arrangements with management organizations conform to the Organization's written policies, are properly recorded, reflect reasonable investment or payments for goods and services, further charitable purposes and do not result in inurement, impermissible private benefit or in an excess benefit transaction.

**Article VIII**  
**Use of Outside Experts**

When conducting the periodic reviews as provided for in Article VII, the Organization may, but need not, use outside advisors. If outside experts are used, their use shall not relieve the governing board of its responsibility for ensuring periodic reviews are conducted.

**Exhibit G**

**CODE OF CONDUCT POLICY**

**EASTERN IDAHO TECHNICAL COLLEGE FOUNDATION, INC.**



# **EASTERN IDAHO TECHNICAL COLLEGE FOUNDATION CODE OF CONDUCT POLICY**

## **Article I**

### **PURPOSE**

The Board of Directors of the Eastern Idaho Technical College Foundation, herein known as the "Organization," a supervisory board to raise and manage private resources supporting the mission and priorities of the Eastern Idaho Technical College, herein known as "College," hereby revises its Code of Ethical Conduct, herein known as "Code," to provide guidance to its members regarding ethical and behavioral considerations and/or actions as they address their duties and obligations during their appointment.

Compliance with the provisions of this Code will allow the Board to enhance relationships and foster teamwork among Board members and also with College staff and Faculty; and to build respect, confidence, and credibility with the donors of the organization.

## **Article II.** **CODE OF ETHICS**

Each Board member shall adhere to the following Code of Ethics:

**A.** Board members shall act with integrity and in an ethical and professional manner in their interactions with each other, the Executive Director ("Director"), the College President, College employees, donors and the public.

**B.** Board members shall maintain high ethical and moral character, both professionally and personally, so that their behavior will reflect positively upon the Organization and the College.

**C.** Board members shall act with competence and shall strive to maintain and enhance their competence and that of their fellow Board members.

**D.** Board members shall use proper care and exercise independent professional judgment in the performance of their duties.

**E.** Board members shall maintain confidentiality about all matters that are considered to be non-public information.

**F.** Board members are required to be familiar and comply with the Organization's Conflict of Interest Policy. In addition to such compliance, and beyond the definition of "conflict of interest" contained in the Conflict of Interest Policy, Board members will meet the following criteria in order to avoid even the appearance of impropriety:

1. Board members will have no private contracts or business dealings with the Organization or College, without proper disclosure.
2. Board members will recuse themselves and will not participate in the consideration of any matter or attempt to affect the outcome of any issue before the Board when to do so might result in even the appearance of a conflict of interest as defined by the Conflict of Interest Policy.



3. Board members will not abuse their authority by using their offices to obtain favorable treatment by the College or Organization for any person.
4. Board members shall receive no payments for duties performed in their positions as Board Directors from the Organization or College or from any funds or transactions of the Organization except for appropriate compensation for reimbursement of expenses related to Board duties.

H. Board members shall exercise due diligence to avoid breaches of duty via negligence, intentional action or omission, and unauthorized communications with individuals trying to influence by improper means or seeking to receive personal gains through Board decisions.

I. Board members recognize that all Board decisions and actions are to be based on integrity, competence, and independent judgment.

### **Article III.** **STANDARDS OF CONDUCT**

Board member shall comply with the following standards of conduct:

A. Board members shall not engage in conduct that would compromise, discredit, or diminish the integrity of the Board and/or College.

B. The Board will respect the authority of the Director and will provide instruction and direction only to the Director.

1. Board members will be sensitive to the considerable workload of the Foundation staff when making requests for assistance and all requests for assistance will be made through the Director.

2. The Board will respect the Director's authority in all personnel matters.

C. Individual Board members are not to become involved in operational management of the College.

D. Board members will operate with the understanding that they represent the citizenry of the nine county area that the College serves.

E. Board members will strive to establish sound working relationships with each other by taking time to know and appreciate each other as individuals.

1. Board members will be respectful of each other and will not utilize Board meetings to upstage or embarrass colleagues.

2. Board members will respectfully consider the opinions of others during deliberations, strive for integration of viewpoints or consensus building in decision-making, and will respect the corporate judgment of the Board in regards to its decisions.
- F. Board members will refrain from using Board meetings to advance their personal agenda.
  - G. Board members will strive to cultivate and maintain good relations with the public, press, and constituent groups; however, they will recognize their limitations to speak for the Board and refer to the Director.
  - H. Individual Board members shall refer all proposals or other communications regarding potential or existing programs, contracts, or services to the Director.
  - I. Board members shall not communicate with persons under consideration for selection by the Board and/or the Director for contracts, acquisitions, etc. while the procurement process is in progress.
  - J. A Board member shall not participate in a breach of this Code of Ethical Conduct by another member, contribute to the concealment of such breach, or knowingly or negligently allow such breach to occur.

#### **Article IV** **GIFTS**

- A. A Board member shall not solicit or receive a gift or favor from any person, company, or organization, or from any intermediary interest, that may compromise or appear to compromise the independent judgment of the member regarding his or her obligations to the Board.
- B. Any gift received by a Board member that is prohibited by this policy shall immediately be returned to its source. If a gift is immediately returned to the sender or donated to a suitable charitable organization, it will not be necessary to report the gift.

#### **Article V** **GENERAL PROVISIONS**

- A. The provisions of this policy do not excuse any Board member from other restrictions of state or federal law regarding conflicts of interest.
- B. Any breach of this Code of Ethical Conduct shall be reported to the Finance Committee and Executive Committee. The Committees will investigate, as appropriate, and report its findings and recommendations to the Board.
- C. All Board members will sign an affirmation pledging to honor and follow, according to both the letter and the spirit, this Code of Ethics and Conduct.

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**BUSINESS AFFAIRS AND HUMAN RESOURCES**  
**APRIL 19, 2012**

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<b>TAB</b>	<b>DESCRIPTION</b>	<b>ACTION</b>
<b>1</b>	<b>AMENDMENT TO BOARD POLICY</b> Section II.I.4. – Leaves (All Employees) – Second Reading	Motion to approve
<b>2</b>	<b>BOISE STATE UNIVERSITY</b> Multi-Year Employment Contract – Head Football Coach	Motion to approve
<b>3</b>	<b>STATE BOARD OF EDUCATION</b> Compensation Adjustments for Agency Heads	Motions to approve
<b>4</b>	<b>UNIVERSITY of IDAHO</b> Settlement Agreement	Motion to approve

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**BUSINESS AFFAIRS AND HUMAN RESOURCES**  
**APRIL 19, 2012**

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**SUBJECT**

Amendment to Board Policy, Section II.I.4. – Second Reading

**REFERENCE**

February 2012

Board approved first reading

**APPLICABLE STATUTES, RULE OR POLICY**

Idaho State Board of Education Governing Policies & Procedures, Section II.I

**BACKGROUND / DISCUSSION**

Idaho State Board of Education Policy II.I. establishes all holidays to be observed by institutions and agencies governed by the Board, and provides that the Board's executive director must be notified if a president desires to designate a holiday that is different from those specified. Amendments to Board Policy II.I. eliminate the requirement that institution presidents notify the Board's Executive Director if these designations are made.

**IMPACT**

Elimination of this notification requirement and directly authorizing presidents to designate alternate holidays will align policy with current accepted practice and eliminate unnecessary paperwork and reporting.

**ATTACHMENTS**

Attachment 1 – Policy II.I.4. Leaves – All Employees

Page 3

**STAFF COMMENTS AND RECOMMENDATIONS**

There were no changes between first and second reading. Staff recommends approval.

**BOARD ACTION**

I move to approve the second reading of the amendment to Board Policy II.I.4., as presented.

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

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**Idaho State Board of Education**  
**GOVERNING POLICIES AND PROCEDURES**  
**SECTION: II. HUMAN RESOURCES POLICIES AND PROCEDURES**  
**Subsection: I. Leaves – All Employees**

**ATTACHMENT 1**

**April 2012**

**1. Annual Leave**

For all categories of employees, annual leave shall be as set forth in the respective subsection outlining policies for that category of employee (i.e., classified, non-classified, faculty, etc.)

**2. Sick Leave**

- a. All employees accrue sick leave as provided for in Chapter 53, Title 67, Idaho Code, and rules of the Idaho Division of Human Resources. Sick leave shall be used in accordance with state law and internal institution or agency policies.
- b. At the employee's option, annual leave may be used in lieu of sick leave.

**3. Disability, Workers' Compensation, and Family Medical Leave**

Disability, Workers' Compensation, and Family Medical leave shall be in accordance with applicable state and federal law.

**4. Holidays**

A holiday is a day of exemption from work granted to employees and for which they are compensated as if they had actually worked.

- a. The following holidays are recognized by statute and the Board:

January 1 (New Year's Day)  
Third Monday in January (Martin Luther King, Jr. Day/Human Rights Day)  
Third Monday in February (Presidents' Day)  
Last Monday in May (Memorial Day or Decoration Day)  
July 4 (Independence Day)  
First Monday in September (Labor Day)  
Second Monday in October (Columbus Day)  
November 11 (Veterans Day)  
Fourth Thursday in November (Thanksgiving)  
December 25 (Christmas)

- b. In addition, any day may be designated by the President of the United States or the Governor of Idaho for a public fast, Thanksgiving, or holiday.
- c. In the event that a holiday occurs on a Saturday, the preceding Friday is recognized as a holiday. If a holiday falls on a Sunday, the following Monday is recognized as a holiday.

**GOVERNING POLICIES AND PROCEDURES**

**SECTION: II. HUMAN RESOURCES POLICIES AND PROCEDURES**

**Subsection: I. Leaves – All Employees**

April 2012

- d. Institution chief executive officers are authorized to designate holidays different than those specified above in order to accommodate planning for academic calendars.

**5. Other Leave**

All other types of leave for classified employees shall be in accordance with Chapter 53, Title 67, Idaho Code, and the rules of the State Division of Human Resources. Other types of leave for University of Idaho classified employees shall be in accordance with the policies of the University of Idaho.

All other types of leave for non-classified employees, including faculty employees, shall be in accordance with the internal policies of each institution or agency and with the following:

**a. Leave for Court Required Service**

- i. An employee who is summoned for jury duty or subpoenaed as a witness before a court of competent jurisdiction or as a witness in a proceeding before any federal or state administrative agency will be granted leave with pay and any jury or witness fees may be retained by the employee.
- ii. An employee must request annual leave or leave without compensation for:
  - 1) appearing as a party in a non-job-related proceeding involving the employee;
  - 2) appearing as an expert witness when the employee is compensated for such appearance; or
  - 3) appearing as a plaintiff or complainant, or as counsel for a plaintiff or complainant, in a proceeding in which the Board or any of its institutions or agencies is a defendant or respondent.

**b. Military Leave**

Leave for the purpose of military service shall be in accordance with applicable state and federal law.

**c. Leave Without Pay**

- i. Any employee may apply for leave without pay. Leave without pay is granted at the discretion of the Chief Executive Officer. The initial grant of leave without pay may be for a period of up to one (1) calendar year. Extensions of

**GOVERNING POLICIES AND PROCEDURES**

**SECTION: II. HUMAN RESOURCES POLICIES AND PROCEDURES**

**Subsection: I. Leaves – All Employees**

April 2012

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- such leave for one (1) year at a time may be granted by the Chief Executive Officer not to exceed a total of three (3) successive calendar years.
- ii. It is the Board's intent that the state salary not be duplicated to an employee serving in the Legislature. Therefore, an employee of an institution or agency who is elected or appointed to the Idaho State Legislature must be placed on leave without compensation for hours not worked during such time as the Legislature is in session. Any such employee must complete a time sheet every pay period during the session and may only be compensated for actual hours worked for the institution or agency. All hours short of forty (40) per week must be leave without compensation.
  - iii. Benefits While on Leave Without Pay. An employee who has received approval from the chief executive officer for leave without pay may continue to contribute toward and receive the benefits of any state or institutional insurance and retirement programs, if the laws, rules, regulations, policies, and procedures governing the administration of such insurance and retirement programs permit.
  - d. At the discretion of the Chief Executive Officer, an employee may be granted administrative leave with pay when the agency or institution will benefit as a result of such leave.

**GOVERNING POLICIES AND PROCEDURES**

SECTION: II. HUMAN RESOURCES POLICIES AND PROCEDURES

Subsection: I. Leaves – All Employees

April 2012

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**BUSINESS AFFAIRS & HUMAN RESOURCES**  
**APRIL 19, 2012**

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**BOISE STATE UNIVERSITY**

**SUBJECT**

Five year contract for Head Football Coach Chris Petersen

**REFERENCE**

April 2010	Board approves employment agreement for 2010-2015
February 2011	Board approves request to amend employment agreement
October 2011	Board approves Addendum 2 for 2010-2015
January 2012	Board approves request to amend employment agreement for 2012-2017

**APPLICABLE STATUTE, RULE, OR POLICY**

Idaho State Board of Education Governing Policies & Procedures, Section II.H.

**BACKGROUND/DISCUSSION**

Chris Petersen is the Head Football Coach at Boise State University. In April of 2010, the Board approved a new five year employment contract for Mr. Petersen. The Board approved changes and updates to that agreement in February and October of 2011. In January of 2012, the Board approved the request to increase the base compensation for Mr. Petersen to \$2,000,000 for the 2012-2013 year, and to bring to the Board an amended employment contract for approval at the February 2012 Board meeting.

The new contract makes the following changes from the prior version:

1. Extends the contract through January 31, 2017;
2. Increases the overall compensation package by \$175,000 for each year of the agreement;
3. Allocates the compensation between salary, longevity pay and two deferred compensation plans (one existing 415(m) plan and one new 401(a) plan);
4. Decreases the conference championship performance payment and adds a payment for participation in a conference championship game (if applicable)
5. Includes an additional pay in the amount of \$250,000 for participation in the BCS National Championship game;
6. Increases the Academic Incentive to \$40,000; and
7. Increases the buyout provision (i.e. liquidated damages) to \$750,000.

The contract is for a new 5 year period but that term is already contractually required under the terms of the existing contract. As before, the contract continues to provide for extension years each time the football team has an eight-win season.

**BUSINESS AFFAIRS & HUMAN RESOURCES**  
**APRIL 19, 2012**

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**IMPACT**

As with all payments under this employment agreement, no state funds are used and these amounts are paid only from athletic department revenues, media, public appearance fees, donations and other non-state funds. The compensation is allocated as follows:

<u>Contract Year</u>	<u>Base Salary</u>	<u>Longevity Incentive</u>	<u>Current 415(m) Deferred Comp Plan</u>	<u>New Supp. Pension Plan</u>	<u><b>TOTAL</b></u>
02-01-12 to 01-31-13	\$1,331,333	N/A	\$250,000	\$114,583	<b>\$1,706,333</b>
02-01-13 to 01-31-14	\$1,423,000	\$100,000	\$250,000	\$125,000	<b>\$1,898,000</b>
02-01-14 to 01-31-15	\$1,523,000	\$200,000	\$250,000	\$125,000	<b>\$2,098,000</b>
02-01-15 to 01-31-16	\$1,723,000	\$200,000	\$250,000	\$125,000	<b>\$2,298,000</b>
02-01-16 to 01-31-17	\$1,923,000	\$200,000	\$250,000	\$125,000	<b>\$2,498,000</b>

In addition to the employment contract, the University will enter into a contract with a corporate entity that Mr. Petersen has formed to license the use of his likeness and image rights. The contract will provide for the University's use of such rights for an annual fee of \$250,000. The term agreement will be the same as that of the employment agreement. The agreement would be extended or terminated if and when the employment agreement is extended or terminated.

**Additional Pay for Performance**

1. Regular season and post season competition shall be based on one of the following (whichever is greater):
  - (a) \$80,000 for winning the Conference championship; or,
  - (b) \$80,000 for participating in an official Conference championship game (if applicable), but not winning that game; or,
  - (c) \$35,000 for a post season bowl appearance without a Conference championship or participation in a Conference championship game; or,
  - (d) \$150,000 if the football team participates in any one of the five BCS bowl games; or,
  - (e) \$250,000 if the football team participates in the BCS National Championship game.
2. Academic Incentive Pay: \$40,000 if the annual football team APR ratings equals 955 or higher

**BUSINESS AFFAIRS & HUMAN RESOURCES**  
**APRIL 19, 2012**

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**Supplemental Compensation**

The University will provide the opportunity for Mr. Petersen to earn supplemental compensation by assisting with the University's camps in his capacity as an employee.

**ATTACHMENTS**

Attachment 1 – Proposed Base Contract 2012-2017	Page 5
Attachment 2 – Proposed Base Contract 2012-2017 - Redline	Page 21
Attachment 3 – Proposed Contract Addendum One	Page 37
Attachment 4 – Proposed Contract Addendum One - Redline	Page 43
Attachment 3 – Proposed License Agreement	Page 51
Attachment 4 – Proposed 401(a) Plan Document	Page 59

**STAFF COMMENTS AND RECOMMENDATIONS**

At the October 2011 meeting the Board reviewed a number of coach contracts. Board member Atchley stated that the Athletic Committee wants the institutions to be aware the Board is looking for four criteria when looking at contracts: 1) timelines, 2) meaningful academic 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.

The Base Contract for Mr. Petersen follows the basic template of the Board-approved model contract with the following exceptions:

1. Changes from Mr. Petersen's current Board-approved contract are highlighted in the redline version.
2. Principal compensation amounts and terms are set forth in the Addendum instead of the Base Contract itself.

Based on the proposed contract changes, the maximum potential annual compensation (including pay for performance incentives) to Mr. Petersen through January 31, 2013 would be **\$2,246,333**.

Liquidated damages to the coach resulting from termination for convenience by the University would be as follows:

- i. the regular compensation amount plus \$250,000;
- ii. single payment equal to pro rata share of the longevity incentive to which the coach would have otherwise been entitled;
- iii. amounts equal to contributions which would otherwise have been made to the 403(B) Plan and the Supplemental Defined Contribution Plan, and the principal credits which would otherwise have accrued under the Supplemental Pension Plan;
- iv. an amount necessary to cover state and federal income and employment tax withholding to the extent any such payments are taxable; and
- v. Health and group life insurance

**BUSINESS AFFAIRS & HUMAN RESOURCES**  
**APRIL 19, 2012**

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until expiration of the contract or until the coach obtains reasonably comparable employment.

BSU also seeks to enter into a licensing agreement with the entity "Chris Petersen Enterprises, LLC" for the use of Mr. Petersen's name, image, voice, signature, etc. Establishing, protecting and licensing the intellectual property rights in the likeness of the coach makes this an agreement of first impression for the Board.

Finally, BSU has worked with outside tax counsel in the formation of a 401(a) defined benefit plan. Mr. Petersen would be the sole eligible employee for this plan. In December 2011 the Board also approved BSU's adoption of a new 401(a) base plan and 415(m) excess benefit plan for the exclusive benefit of Mr. Petersen. The 415(m) and the proposed 401(a) are both deferred compensation vehicles for Mr. Petersen.

The effective date of the contract, license agreement and 401(a) supplemental pension plan is February 1, 2012.

**BOARD ACTION**

I move to approve the request by Boise State University for retroactive approval of the following:

1. Mr. Petersen's five year employment agreement and addendum;
2. a license agreement with Chris Petersen Enterprises, LLC; and
3. a 401(a) supplemental pension plan document

as presented and effective February 1, 2012; and to authorize the Vice President for Finance and Administration to execute any necessary documents related to the 401(a) plan provided for above on behalf of the Board of Trustees.

The University is authorized to request an IRS private letter ruling or determination letter, as applicable, as the Board cannot comment on the tax consequences of the supplemental pension plan pending IRS action.

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

**EMPLOYMENT AGREEMENT  
2012-2017**

This Employment Agreement ("Agreement") is entered into by and between Boise State University ("University") and Chris Petersen ("Coach").

**ARTICLE 1**

1.1. Employment. Subject to the terms and conditions of this Agreement, the University shall employ Coach as the head coach of its intercollegiate football team (Team). Coach represents and warrants that Coach is fully qualified to serve, and is available for employment, in this capacity.

1.2. Reporting Relationship. Coach shall report and be responsible directly to the University's Director of Athletics (Director) or the Director's designee. Coach shall abide by the reasonable instructions of Director or the Director's designee and shall confer with the Director or the Director's designee on all administrative and technical matters. Coach shall also be under the general supervision of the University's President (President).

1.3. Duties. Coach shall manage and supervise the Team and shall perform such other duties in the University's athletic program as the Director may assign and as may be described elsewhere in this Agreement. Coach shall, to the best of his ability and consistent with University policies, perform all duties and responsibilities customarily associated with an NCAA Football Bowl Subdivision head football coach.

**ARTICLE 2**

2.1. Term. This Agreement is for a fixed-term appointment of five (5) years, commencing on February 1, 2012 and terminating, without further notice to Coach, on January 31, 2017 unless extended (in section 2.3 only) or unless sooner terminated in accordance with other provisions of this Agreement

2.2. Extension or Renewal. This Agreement is renewable solely upon an offer from the University and an acceptance by Coach, both of which must be in writing and signed by the parties. Any renewal is subject to the prior approval of University's Board of Trustees. This Agreement in no way grants to Coach a claim to tenure in employment, nor shall Coach's service pursuant to this agreement count in any way toward tenure at the University.

2.3. Extensions to Initial Term. The term of this Agreement shall be extended by one (1) additional year for each season in which the football team has at least eight (8)

regular season (not including bowl games) victories. Meaning, one (1) additional year is added for each eight (8) win season.

2.3.1. By way of example, and for the avoidance of doubt, section 2.3 is to be interpreted so that the term of this Agreement will function as a rolling five year term as long as the football team wins eight (8) regular season games. If any season results in less than eight (8) regular season victories, then the term shall not extend for an additional year, rendering this Agreement as a potential rolling four (4) year term if a season with eight (8) regular season victories follows such year or a potential rolling three (3) year term if a subsequent season is less than eight (8) victories. Subsequent seasons of eight (8) victories or more, or less than eight (8) victories, will have the same effects as described in this section until this Agreement is terminated as otherwise provided herein.

### **ARTICLE 3**

#### **3.1 Regular Compensation.**

3.1.1 In consideration of Coach's services and satisfactory performance of this Agreement, the University shall provide to Coach:

- a) A base salary as set forth in the attached Addendum paragraph 7, generally payable in biweekly installments in accordance with normal University procedures (except as provided in 3.2.2 and in the Addendum), and such salary increases as may be determined appropriate by the Director and President and approved by the University's Board of Trustees;
- b) The opportunity to receive such employee benefits calculated on the base salary (within the limits of such plans and benefits) as the University provides generally to non-faculty, non-classified, professional staff employees; and
- c) The opportunity to receive such employee benefits as the University's Department of Athletics (Department) provides generally to its employees of a comparable level. Coach hereby agrees to abide by the terms and conditions, as now existing or hereafter amended, of such employee benefits.

#### **3.2 Compensation terms. As set forth in the attached Addendum.**

3.2.1 Any additional or supplemental compensation paid to Coach may be accompanied with a detailed justification for the compensation and such justification shall be separately reported to the Board of Trustees as a document available to the public under the Idaho Public Records Act.

3.2.2 Media Programs, Public Appearances and Endorsements.

- a) Coach shall appear on or participate in, as requested by the Director, and make all reasonable efforts to make successful University sanctioned television, radio and internet programs (the “Programs”) concerning the University and University’s intercollegiate football program. Agreements requiring the Coach to participate in Programs and public appearances related to his duties as an employee of University are the property of the University. The University shall have the exclusive right to negotiate and contract with all producers of media productions and all parties desiring public appearances by the Coach. The reasonable efforts required of Coach under this section shall be such efforts as are customary for head football coaches in the promotion and production of similar radio, television and internet programs at other institutions of higher education with major football programs.
- b) Coach shall have no right, title or interest of any kind or nature whatsoever in or to any of the materials, works or results of the Programs or in any component part thereof and the University shall own all rights to the Programs and shall be entitled, at its option, to produce and market the Programs or negotiate with third parties for the production and marketing of the Programs. The University shall be entitled to retain all revenue generated by the Programs including but not limited to that received from Program sponsors for commercial endorsements used during the Programs.

3.2.3 Intellectual Property Rights.

- a) Coach may not use the marks or intellectual property of the University, including without limitation its logos, slogans, trademarks, service marks, copyrights, trade dress, color scheme, or other indicia, without a specific, written licensing agreement relating to the same. Coach agrees that all logos, slogans, trademarks, service marks, copyrights, trade dress, color scheme, or other indicia, including all copyright and other intellectual property rights therein,

which relate to the University, including any of its athletic programs, or which would compete with the University's registered marks that are developed or created by Coach or by others at Coach's direction, shall be owned solely by the University.

- b) Coach hereby grants University a perpetual, worldwide, royalty-free non-exclusive license to use Coach's name, image, nickname, signature, voice and photograph for historical and archival purposes in records and publications related to Coach's performance of his duties as the University's head football coach. Further, Coach hereby grants University a perpetual, worldwide, royalty-free non-exclusive license to use his name, image, nickname, signature, voice and photograph for the limited purpose of selling or distributing commemorative items which depict him during his tenure as the head coach of the Team in a historically accurate and positive light, so long as his name, image, nickname, signature, voice and photograph, as the case may be, (i) is displayed on the item together with former Team members and/or coaches, or (ii) is not shown predominantly on the item. Coach consents to the University's appropriation of his privacy rights in connection with the grant of the license in this section.

3.2.4 SUMMER CAMP—OPERATED BY UNIVERSITY. Coach agrees that the University has the exclusive right to operate youth football camps on its campus using University facilities. The University shall allow Coach the opportunity to earn supplemental compensation by assisting with the University's camps in Coach's capacity as a University employee. Coach hereby agrees to assist in the marketing, supervision, and general administration of the University's football camps. Coach also agrees that Coach will perform all obligations mutually agreed upon by the parties. In exchange for Coach's participation in the University's summer football camps, the University shall pay Coach supplemental compensation during each year of his employment as head football coach at the University.

3.2.5 Coach agrees that the University has the exclusive right to select footwear, apparel and/or equipment for the use of its student-athletes and staff, including Coach, during official practices and games and during times when Coach or the Team is being filmed by motion picture or video camera or posing for photographs in their capacity as representatives of University. In order to avoid entering into an agreement with a competitor of any University selected vendors, Coach shall submit all outside consulting agreements to the University for review and approval prior to execution. Coach shall also report such outside income to the University in accordance with NCAA rules. Coach further agrees that Coach will not endorse any athletic footwear, apparel and/or equipment products, and will not participate in any messages or promotional



appearances which contain a comparative or qualitative description of athletic footwear, apparel or equipment products.

3.3 General Conditions of Compensation. All compensation provided by the University to Coach is subject to deductions and withholdings as required by law or the terms and conditions of any fringe benefit in which Coach participates. However, if any fringe benefit is based in whole or in part upon the compensation provided by the University to Coach, such fringe benefit shall be based only on the compensation provided pursuant to section 3.1.1 and paid directly from the University to Coach, and within any applicable compensation limits established by such plans and except to the extent required by the terms and conditions of a specific fringe benefit program.

3.4 Additional Compensation. Coach may be eligible (as provided in the terms of the Addendum) to receive additional pay for performance, academic incentive pay, longevity payments and supplemental retirement benefits as set forth in Addendum paragraphs 7, 8, 9, 12, 13 and 14.

#### ARTICLE 4

4.1. Coach's Specific Duties and Responsibilities. In consideration of the compensation specified in this Agreement, Coach, in addition to the obligations set forth elsewhere in this Agreement, shall:

4.1.1. Devote Coach's full time and best efforts to the performance of Coach's duties under this Agreement;

4.1.2. Develop and implement programs and procedures with respect to the evaluation, recruitment, training, and coaching of Team members which enable them to compete successfully and reasonably protect their health, safety, and well-being;

4.1.3. Observe and uphold all academic standards, requirements, and policies of the University and encourage Team members to perform to their highest academic potential and to graduate in a timely manner; and

4.1.4. Know, recognize, and comply with all applicable laws and the policies, rules and regulations of the University, the University's governing board, the conference, and the NCAA; supervise and take appropriate steps to ensure that Coach's assistant coaches, any other employees for whom Coach is administratively responsible, and the members of the Team know, recognize, and comply with all such laws, policies, rules and regulations; and immediately report to the Director and to the Department's Director of Compliance if Coach has reasonable cause to believe that any person or entity, including without limitation representatives of the University's athletic interests, has violated or is likely to violate any such laws, policies, rules or regulations. Coach shall cooperate fully with the University and Department at all times. The names or titles of employees whom Coach supervises are attached as Exhibit A. 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 Handbook; (c) University's Administrative Procedures Manual; (d) the policies of the Department; (e) NCAA rules and regulations; and (f) the rules and regulations of the football conference of which the University is a member.

4.2 Outside Activities. Coach shall not appear without the prior written approval of the Director on, or in, any radio, television or internet programs or other electronic medium other than those produced or sponsored by University, except routine news media interviews for which no compensation is received. Coach shall not appear in or make any commercial or commercial endorsement without the prior written approval of the Director. Coach shall not undertake any business, professional or personal activities, or pursuits that would prevent Coach from devoting Coach's full time and best efforts to the performance of Coach's duties under this Agreement, that would otherwise detract from those duties in any manner, or that, in the opinion of the University, would reflect adversely upon the University or its athletic program. Subject to the terms and conditions of this Agreement, Coach may, with the prior written approval of the Director, who may consult with the President, enter into separate arrangements for outside activities and endorsements which are consistent with Coach's obligations under this Agreement. Coach may not use nor may Coach authorize third parties to use the University's name, logos, or trademarks in connection with any such arrangements without the prior written approval of the Director and the President.

4.3 NCAA Rules. In accordance with NCAA rules, Coach shall obtain prior written approval from the University's President for all athletically related income and benefits from sources outside the University and shall report the source and amount of all such income and benefits to the University's President whenever reasonably requested, but in no event less than annually before the close of business on June 30th of each year or the last regular University work day preceding June 30th. The report shall be in a format reasonably satisfactory to University. In no event shall Coach accept or receive directly or indirectly any monies, benefits, or gratuities whatsoever from any person, association, corporation, University booster club, University alumni association, University foundation, or other benefactor, if the acceptance or receipt of the monies, benefits, or gratuities would violate applicable law or the policies, rules, and regulations of the University, the University's governing board, the conference, or the NCAA.

4.4 Hiring Authority. Coach shall have the responsibility and the sole authority to recommend to the Director the hiring and termination of assistant coaches for the Team, but the decision to hire or terminate an assistant coach shall be made by the Director and shall, when necessary or appropriate, be subject to the approval of President and the University's Board of Trustees.

4.5 Scheduling. Coach shall consult with, and may make recommendations to, the Director or the Director's designee with respect to the scheduling of Team competitions, but the final decision shall be made by the Director or the Director's designee.

4.7 Other Coaching Opportunities. Coach shall not, under any circumstances, interview for, negotiate for, or accept employment as a coach at any other institution of higher education or with any professional sports team requiring performance of duties set forth herein prior to the expiration of this Agreement, without giving prior notice to the Director. Coach shall deliver such notice in writing, or by electronic mail, and shall give such notice as soon as reasonably practical but no less than 24 hours prior to such activity.

## **ARTICLE 5**

5.1 Termination of Coach for Cause. The University may, in its discretion, suspend Coach from some or all of Coach's duties, temporarily or permanently, and with or without pay; reassign Coach to other duties; or terminate this Agreement at any time for good or adequate cause, as those terms are defined in applicable rules and regulations.

5.1.1 In addition to the definitions contained in applicable rules and policies, University and Coach hereby specifically agree that the following shall constitute good or adequate cause for suspension or termination of this Agreement:

- a) A deliberate or major or repetitive violation of Coach's duties under this agreement or the refusal or unwillingness of Coach to perform such duties in good faith and to the best of Coach's abilities;
- b) The failure of Coach to remedy any violation of any of the terms of this agreement within 30 days after written notice from the University;
- c) A deliberate or major or repetitive violation by Coach of any applicable law or the policies, rules or regulations of the University, the University's governing board, the conference or the NCAA, including but not limited to any such violation which may have occurred during the employment of Coach at another NCAA or NAIA member institution;
- d) Ten (10) working days' absence of Coach from duty without the University's consent;
- e) Any conduct of Coach that constitutes moral turpitude or that would, in the University's judgment, reflect adversely on the University or its athletic programs;
- f) The failure of Coach to represent the University and its athletic programs positively in public and private forums;

- g) The failure of Coach to fully and promptly cooperate with the NCAA or the University in any investigation of possible violations of any applicable law or the policies, rules or regulations of the University, the University's governing board, the conference, or the NCAA;
- h) The failure of Coach to report a known violation of any applicable law or the policies, rules or regulations of the University, the University's governing board, the conference, or the NCAA, by one of Coach's assistant coaches, any other employees for whom Coach is administratively responsible, or a member of the Team; or
- i) A violation of any applicable law or the policies, rules or regulations of the University, the University's governing board, the conference, or the NCAA, by one of Coach's assistant coaches, any other employees for whom Coach is administratively responsible, or a member of the Team if Coach knew or should have known by ordinary supervision of the violation and could have prevented it by such ordinary supervision.

5.1.2 Suspension or termination for good or adequate cause shall be effectuated by the University as follows: before the effective date of the suspension, reassignment, or termination, the Director or his designee shall provide Coach with notice, which notice shall be accomplished in the manner provided for in this Agreement and shall include the reason(s) for the contemplated action. Coach shall then have an opportunity to respond. After Coach responds or fails to respond, University shall notify Coach whether, and if so when, the action will be effective.

5.1.3 In the event of any termination for good or adequate cause, the University's obligation to provide compensation and benefits to Coach, whether direct, indirect, supplemental or collateral, shall cease as of the date of such termination, and the University shall not be liable for the loss of any collateral business opportunities or other benefits, perquisites, or income resulting from outside activities or from any other sources.

5.1.4 If found in violation of NCAA regulations, Coach shall, in addition to the provisions of Section 5.1, be subject to disciplinary or corrective action as set forth in the provisions of the NCAA enforcement procedures. This section applies to violations occurring at the University or at previous institutions at which the Coach was employed.

5.2 Termination of Coach for Convenience of University.

5.2.1 At any time after commencement of this Agreement, University, for its own convenience, may terminate this Agreement by giving ten (10) days prior written notice to Coach.

5.2.2 In the event that University terminates this Agreement for its own convenience, University shall be obligated to pay or continue to pay Coach, as applicable, as liquidated damages and not a penalty, (i) the then applicable regular compensation as set forth in sections 3.1.1 and 3.2.2 and the attached Addendum paragraph 7 (without regard to any increase that otherwise would have taken effect for an additional year granted pursuant to section 2.3 in the case of any such additional year that commences after the effective date of the University's termination of this Agreement), plus an additional amount at the annual rate of \$250,000, payable on the regular paydays of the University, (ii) a single payment, payable on the February 15 immediately following the effective date of the termination of this Agreement (the "vesting date"), in an amount equal to the longevity incentive to which Coach otherwise would have become entitled on said February 15 pursuant to Addendum paragraph 12, reduced pro-rata to reflect Coach's period of service of less than twelve (12) months immediately preceding the vesting date, (iii) amounts equal to the contributions that otherwise would have been made to the 403(b) Plan and the Supplemental Defined Contribution Plan on behalf of the Coach, plus the principal credits that otherwise would have accrued under the Supplemental Pension Plan on behalf of the Coach, for periods following the effective date of the termination of this Agreement pursuant to Addendum paragraphs 13 and 14, as applicable, payable to the Coach on the dates that they would have been made to the respective plans as prescribed by said Addendum paragraphs 13 and 14, until the expiration of the term of this Agreement (as the term then exists with earned extensions (if any) pursuant to section 2.3 but without further opportunity to earn additional extensions pursuant to section 2.3) ends, or until Coach obtains reasonably comparable employment, whichever occurs first, provided however, in the event Coach obtains employment after such termination, then the amount of compensation University pays will be adjusted and reduced by the amount of compensation paid Coach as a result of such employment, such adjusted compensation to be calculated for each University pay-period by reducing the gross salary set forth in section 3.1.1 and 3.2.2 (before deductions required by law) by the gross compensation paid to the Coach under the employment, then subtracting from this adjusted gross compensation deductions according to law (a "Severance Reduction"). In addition, Coach will be entitled to continue his health insurance plan and group life insurance as if he remained a University employee until the term of this Agreement ends or until Coach obtains employment or any other employment providing Coach with a reasonably comparable health plan and group life insurance, whichever occurs first. Coach shall be entitled to no other compensation under this Agreement or the Addendum or fringe benefits, except as otherwise provided herein or required by law. Coach specifically agrees to inform University within ten business days of obtaining other employment and to advise University of all relevant terms of such employment, including without limitation, the nature and location of the employment, salary, other compensation, health insurance benefits, life insurance benefits, and other fringe benefits. Failure to so inform and advise University shall constitute a material breach of this Agreement and University's obligation to pay

compensation under this provision shall end. Coach further agrees to repay to University all compensation paid to Coach by University after the date Coach obtains other employment, to which Coach is not entitled under this provision. Coach acknowledges that the University will withhold taxes and other payroll deductions from the payments due Coach pursuant to this Section 5.2.2, in such amounts and at such times as required by applicable law.

5.2.3 The parties have both been represented by, or had the opportunity to consult with, legal counsel in the contract negotiations and have bargained for and agreed to the foregoing liquidated damages provision, giving consideration to the fact that the Coach may lose certain benefits, supplemental compensation, or outside compensation relating to his employment with University, which damages are extremely difficult to determine with certainty. The parties further agree that the payment of such liquidated damages by University and the acceptance thereof by Coach shall constitute adequate and reasonable compensation to Coach for the damages and injury suffered by Coach because of such termination by University. The liquidated damages are not, and shall not be construed to be, a penalty.

5.2.4 The parties acknowledge that Internal Revenue Code ("Code") section 457(f) ("IRC 457(f)") will require some or all of the payments described in section 5.2.2 to be taxable to Coach before their scheduled payment dates. Therefore, unless in the reasonable opinion of the University's counsel Code Section 457(f) does not so apply, the University shall pay the Applicable Portion (as defined below) of amounts due under section 5.2.2 before the scheduled payment date (a "Tax Distribution"). Each subsequent payment shall be reduced by a prorated portion of any Tax Distribution. Any Severance Reduction that occurs after a Tax Distribution shall be applied first to reduce amounts that are taxable when paid and then to amounts that have previously been taxed. If a Severance Reduction applies and the remaining amounts payable hereunder are not sufficient to fully apply such reduction because of a Tax Distribution, then Coach shall pay the University such deficiency in equal installments over the remainder of the payment term. The "Applicable Portion" means the amount the University determines is necessary to satisfy all applicable state and federal income and employment tax withholding on amounts described in section 5.2.2 that are taxable before the scheduled payment date under IRC 457(f). If the University's counsel deems it necessary, the parties shall also work in good faith to amend this Agreement to minimize the extent to which the payments described in section 5.2.2 are taxable before the scheduled payment dates pursuant to IRC 457(f) in a manner that maintains the economic arrangement of section 5.2.2 to the maximum extent possible and is in the best interests of the University and Coach generally. All payments under this section 5.2 will be made in accordance with the requirements of Code section 409A, and there will be no acceleration or deferral of payments except as permitted under Code section 409A.

### 5.3 Termination by Coach for Convenience.

5.3.1 The Coach recognizes that his promise to work for University for the entire term of this Agreement is of the essence of this Agreement. The Coach also

recognizes that the University is making a highly valuable investment in his employment by entering into this Agreement and that its investment would be lost were he to resign or otherwise terminate his employment with the University before the end of the contract term.

5.3.2 The Coach, for his own convenience, may terminate this Agreement during its term by giving prior written notice to the University. Termination shall be effective ten (10) days after written notice is given to the University. Such termination must occur at a time outside the football playing season (including bowl game season) so as to minimize the impact on the program.

5.3.3 If the Coach terminates this Agreement for convenience at any time, all obligations of the University shall cease as of the effective date of the termination. If the Coach terminates this Agreement for his convenience prior to January 31, 2017 and at any time on or before the earlier of (a) January 31, 2017, or (b) the later of (i) the first (1<sup>st</sup>) day of the eleventh (11th) calendar month after the month in which Coach terminated the Agreement pursuant to this paragraph, or (ii) the December 1<sup>st</sup> next following the Coach's termination of the Agreement pursuant to this paragraph, Coach commences, or agrees to commence, Impermissible Employment (as defined in this paragraph 5.3.3), then Coach, as a repayment of compensation, benefits and perquisites paid to him under this Agreement in anticipation by the University that he would serve as head coach of the Team through January 31, 2017, shall be obligated to pay to the University the sum of \$750,000; this payment shall be due and payable within ninety (90) days of the effective date of the commencement, or agreement to commence, of Impermissible Employment, and any unpaid amount shall bear simple interest at the rate twelve (12) percent per annum until paid. (By way of example and for the avoidance of doubt, if Coach terminated this Agreement pursuant to this paragraph in December 2013, the foregoing repayment obligation would not apply if Coach accepted employment as head football coach of another FBS football program on December 1, 2014; if, however, Coach terminated the Agreement in March 2013, the repayment obligation would apply if he accepted the position any time before February 1, 2014.) For purposes of this Section 5.3.3, "Impermissible Employment" means employment as (whether by title of position or by performing the duties regularly associated with such position) (a) the head football coach of any university or college that maintains a FBS football program, (b) an assistant coach of a university or college that (i) is a member of the conference in which the University is then a member, or (ii) belongs to a conference which the University then has a binding commitment to join prior to January 31, 2017, or (c) the head football coach of a National Football League (NFL) team.

5.3.4 The parties have both been represented by, or had the opportunity to consult with, legal counsel in the contract negotiations and have bargained for and agreed to the foregoing provision imposing a repayment obligation on Coach, giving consideration to the fact that the University will incur administrative and recruiting costs in obtaining a replacement for Coach, that the University will lose the benefit of its investment in the Coach, and that the University may face potentially increased compensation costs if Coach terminates this Agreement for convenience, all of which

amounts are extremely difficult to determine with certainty. The parties further agree that the payment of this obligation by Coach and the acceptance thereof by University shall constitute adequate and reasonable compensation to University for any and all damages and injury suffered by it because of such termination by Coach. The Coach's repayment obligation is not, and shall not be construed to be, a penalty.

5.3.5 Except as provide elsewhere in this Agreement, if Coach terminates this Agreement for convenience, he shall forfeit to the extent permitted by law his right to receive any form of compensation described herein and in the attached Addendum that he has not earned or accrued based his service through the effective date of his termination.

5.4 Termination due to Disability or Death of Coach.

5.4.1 Notwithstanding any other provision of this Agreement, this Agreement shall terminate automatically if Coach becomes totally or permanently disabled as defined by the University's disability insurance carrier, becomes unable to perform the essential functions of the position of head coach, or dies.

5.4.2 If this Agreement is terminated because of Coach's death, Coach's salary and all other benefits shall terminate as of the last day worked, except that the Coach's personal representative or other designated beneficiary shall be paid all compensation due or unpaid and death benefits, if any, as may be contained in any fringe benefit plan now in force or hereafter adopted by the University and due to the Coach's estate or beneficiaries hereunder.

5.4.3 If this Agreement is terminated because the Coach becomes totally or permanently disabled as defined by the University's disability insurance carrier, or becomes unable to perform the essential functions of the position of head coach, all salary and other benefits shall terminate, except that the Coach shall be entitled to receive any compensation due or unpaid and any disability-related benefits to which he is entitled by virtue of employment with the University.

5.5 Interference by Coach. In the event of termination or suspension, Coach agrees that Coach will not interfere with the University's student-athletes or otherwise obstruct the University's ability to transact business or operate its intercollegiate athletics program.

5.7 No Liability. The University shall not be liable to Coach for the loss of any collateral business opportunities or any other benefits, perquisites or income from any sources that may ensue as a result of any termination of this Agreement by either party or due to death or disability or the suspension or reassignment of Coach, regardless of the circumstances.

5.8 Waiver of Rights. Because the Coach is receiving a multi-year contract and the opportunity to receive supplemental compensation and because such contracts and



opportunities are not customarily afforded to University employees, if the University suspends or reassigns Coach, or terminates this Agreement for good or adequate cause or for convenience, Coach shall have all the rights provided for in this Agreement but hereby releases the University from compliance with the notice, appeal, and similar employment-related rights provide for in the State Board of Education and Board or Regents of the University of Idaho Rule Manual (IDAPA 08) and Governing Policies and Procedures Manual, and the University Policies or Faculty-Staff Handbook.

**ARTICLE 6**

6.1 Board Approval. This Agreement shall not be effective until and unless approved of the University's Board of Trustees and executed by both parties as set forth below. In addition, the payment of any compensation pursuant to this agreement shall be subject to the approval of the University's Board of Trustees, the President, and the Director; the sufficiency of legislative appropriations; the receipt of sufficient funds in the account from which such compensation is paid; and the Board of Trustees and University's rules or policies regarding furloughs or financial exigency.

6.2 University Property. All personal property (excluding vehicle(s) provided through the football program), material, and articles of information, including, without limitation, keys, credit cards, personnel records, recruiting records, team information, films, statistics or any other personal property, material, or data, furnished to Coach by the University or developed by Coach on behalf of the University or at the University's direction or for the University's use or otherwise in connection with Coach's employment hereunder are and shall remain the sole property of the University. Within twenty-four (24) hours of the expiration of the term of this agreement or its earlier termination as provided herein, Coach shall immediately cause any such personal property, materials, and articles of information in Coach's possession or control to be delivered to the Director.

6.3 Assignment. Neither party may assign its rights or delegate its obligations under this Agreement without the prior written consent of the other party.

6.4 Waiver. No waiver of any default in the performance of this Agreement shall be effective unless in writing and signed by the waiving party. The waiver of a particular breach in the performance of this Agreement shall not constitute a waiver of any other or subsequent breach. The resort to a particular remedy upon a breach shall not constitute a waiver of any other available remedies.

6.5 Severability and Survival. 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. To the extent necessary to enforce a term of this Agreement after the expiration or termination of this Agreement, the relevant and necessary terms shall survive such expiration or termination.

6.6 Governing Law. This Agreement shall be subject to and construed in accordance with the laws of the state of Idaho as an agreement to be performed in Idaho. Any action based in whole or in part on this Agreement shall be brought in the courts of the state of Idaho.

6.7 Oral Promises. Oral promises of an increase in annual salary or of any supplemental or other compensation shall not be binding upon the University.

6.8 Force Majeure. Any prevention, delay or stoppage due to strikes, lockouts, labor disputes, acts of God, inability to obtain labor or materials or reasonable substitutes therefore, governmental restrictions, governmental regulations, governmental controls, enemy or hostile governmental action, civil commotion, fire or other casualty, and other causes beyond the reasonable control of the party obligated to perform (including financial inability), shall excuse the performance by such party for a period equal to any such prevention, delay or stoppage.

6.9 Non-Confidentiality. The Coach hereby consents and agrees that this document may be released and made available to the public after it is signed by the Coach. The Coach further agrees that all documents and reports he is required to produce under this Agreement may be released and made available to the public at the University's sole discretion.

6.10 Notices. Any notice under this Agreement shall be in writing and be delivered in person or by public or private courier service (including U.S. Postal Service Express Mail) or certified mail with return receipt requested or by facsimile. All notices shall be addressed to the parties at the following addresses or at such other addresses as the parties may from time to time direct in writing:

the University:                      Director of Athletics  
   1910 University Drive  
   Boise, Idaho 83725-1020

with a copy to:                      President  
   1910 University Drive  
   Boise, Idaho 83725-1000

the Coach:                              Chris Petersen  
   Last known address on file with  
   University's Human Resource Services

with a copy to:                      Bennett H. Speyer, Esq.  
   Shumaker, Loop & Kendrick, LLP  
   1000 Jackson Street  
   Toledo, Ohio 43604-5573

Any notice shall be deemed to have been given on the earlier of: (a) actual delivery or refusal to accept delivery, (b) the date of mailing by certified mail, or (c) the day facsimile delivery is verified. Actual notice, however and from whomever received, shall always be effective.

6.11 Headings. The headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation hereof.

6.12 Binding Effect. This Agreement is for the benefit only of the parties hereto and shall inure to the benefit of and bind the parties and their respective heirs, legal representatives, successors and assigns.

6.13 Non-Use of Names and Trademarks. The Coach shall not, without the University's prior written consent in each case, use any name, trade name, trademark, or other designation of the University (including contraction, abbreviation or simulation), except in the course and scope of his official University duties.

6.14 No Third Party Beneficiaries. There are no intended or unintended third party beneficiaries to this Agreement.

6.15 Entire Agreement; Amendments. This Agreement (including the attached Addendum) constitutes the entire agreement of the parties and supersedes all prior agreements and understandings with respect to the same subject matter, except for the matters covered by that certain License Agreement attached to the Addendum as Exhibit B. No amendment or modification of this Agreement shall be effective unless in writing, signed by both parties, and approved by University's Board of Trustees.

6.16 Opportunity to Consult with Attorney. The Coach acknowledges that he has had the opportunity to consult and review this Agreement with an attorney. Accordingly, in all cases, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any party.

UNIVERSITY

COACH

\_\_\_\_\_  
Robert Kustra, President      Date

\_\_\_\_\_  
Chris Petersen      Date

Approved by the Board on the \_\_\_\_ day of April, 2012.

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**EMPLOYMENT AGREEMENT****2010-2015****2012-2017**

This Employment Agreement ~~(“Agreement”)~~ is entered into by and between Boise State University ~~(“University”)~~ and Chris Petersen ~~(“Coach”)~~.

**ARTICLE 1**

1.1. Employment. Subject to the terms and conditions of this Agreement, the University shall employ Coach as the head coach of its intercollegiate football team (Team). Coach represents and warrants that Coach is fully qualified to serve, and is available for employment, in this capacity.

1.2. Reporting Relationship. Coach shall report and be responsible directly to the University’s Director of Athletics (Director) or the Director’s designee. Coach shall abide by the reasonable instructions of Director or the Director’s designee and shall confer with the Director or the Director’s designee on all administrative and technical matters. Coach shall also be under the general supervision of the University’s President (President).

1.3. Duties. Coach shall manage and supervise the Team and shall perform such other duties in the University’s athletic program as the Director may assign and as may be described elsewhere in this Agreement. Coach shall, to the best of his ability and consistent with University policies, perform all duties and responsibilities customarily associated with an NCAA Football Bowl Subdivision head football coach.

**ARTICLE 2**

2.1. Term. This Agreement is for a fixed-term appointment of five ~~(-5-)~~ years, commencing on February 1, ~~2010~~2012 and terminating, without further notice to Coach, on January 31, ~~2015~~2017 unless extended (in section 2.3 only) or unless sooner terminated in accordance with other provisions of this Agreement

2.2. Extension or Renewal. This Agreement is renewable solely upon an offer from the University and an acceptance by Coach, both of which must be in writing and signed by the parties. Any renewal is subject to the prior approval of University's Board of Trustees. This Agreement in no way grants to Coach a claim to tenure in employment, nor shall Coach’s service pursuant to this agreement count in any way toward tenure at the University.

2.3. Extensions to Initial Term. The term of this Agreement shall be extended by one (1) additional year for each season in which the football team has at least eight (8) regular season (not including bowl games) victories. Meaning, one (1) additional year is added for each eight (8) win season.

2.3.1. By way of example, and for the avoidance of doubt, section 2.3 is to be interpreted so that the term of this Agreement will function as a rolling five year term as long as the football team wins eight (8) regular season games. If any season results in less than eight (8) regular season victories, then the term shall not extend for an additional year, rendering this Agreement as a potential rolling four (4) year term if a season with eight (8) regular season victories follows such year or a potential rolling three (3) year term if a subsequent season is less than eight (8) victories. Subsequent seasons of eight (8) victories or more, or less than eight (8) victories, will have the same effects as described in this section until this Agreement is terminated as otherwise provided herein.

### ARTICLE 3

#### 3.1 Regular Compensation.

3.1.1 In consideration of Coach's services and satisfactory performance of this Agreement, the University shall provide to Coach:

- a) A base salary as set ~~form~~forth in the attached Addendum ~~section~~paragraph 7, generally payable in biweekly installments in accordance with normal University procedures (except as provided in 3.2.2 and in the Addendum), and such salary increases as may be determined appropriate by the Director and President and approved by the University's Board of Trustees;
- b) The opportunity to receive such employee benefits calculated on the base salary (within the limits of such plans and benefits) as the University provides generally to non-faculty, non-classified, professional staff employees; and
- c) The opportunity to receive such employee benefits as the University's Department of Athletics (Department) provides generally to its employees of a comparable level. Coach hereby agrees to abide by the terms and conditions, as now existing or hereafter amended, of such employee benefits.

3.2 Compensation terms. As set forth in the attached Addendum.

3.2.1 Any additional or supplemental compensation paid to Coach may be accompanied with a detailed justification for the compensation and such justification shall be separately reported to the Board of Trustees as a document available to the public under the Idaho Public Records Act.

3.2.2 ~~The~~ Media Programs, Public Appearances and Endorsements.

- a) ~~Coach may receive~~shall appear on or participate in, as requested by the compensation (Addendum section 7) hereunder from the Director, and make all reasonable efforts to make successful University or the University's designated media outlet(s) or a combination thereof each year during the term of this Agreement in compensation for participation in mediasanctioned television, radio and internet programs and public appearances (Programs).(the "Programs") concerning the University and University's intercollegiate football program. Agreements requiring the Coach to participate in Programs and public appearances related to his duties as an employee of University are the property of the University. The University shall have the exclusive right to negotiate and contract with all producers of media productions and all parties desiring public appearances by the Coach. ~~Coach agrees to cooperate with the University in order for the Programs to be successful and agrees to provide his services to and perform on the Programs and to cooperate in their production, broadcasting, and telecasting. It is understood that neither Coach nor any assistant coaches shall appear without the prior written approval of the Director on any competing radio or television program (including but not limited to a coach's show, call in show, or interview show) or a regularly scheduled news segment, except that this prohibition shall not apply to routine news media interviews for which no compensation is received. Without the prior written approval of the Director, Coach shall not appear in any commercial endorsements which are broadcast on radio or television that conflict with those broadcast on the University's designated media outlets.The reasonable efforts required of Coach under this section shall be such efforts as are customary for head football coaches in the promotion and production of similar radio, television and internet programs at other institutions of higher education with major football programs.~~

- b) Coach shall have no right, title or interest of any kind or nature whatsoever in or to any of the materials, works or results of the Programs or in any component part thereof and the University shall own all rights to the Programs and shall be entitled, at its option, to produce and market the Programs or negotiate with third parties for the production and marketing of the Programs. The University shall be entitled to retain all revenue generated by the Programs including but not limited to that received from Program sponsors for commercial endorsements used during the Programs.

### 3.2.3 Intellectual Property Rights.

- a) Coach may not use the marks or intellectual property of the University, including without limitation its logos, slogans, trademarks, service marks, copyrights, trade dress, color scheme, or other indicia, without a specific, written licensing agreement relating to the same. Coach agrees that all logos, slogans, trademarks, service marks, copyrights, trade dress, color scheme, or other indicia, including all copyright and other intellectual property rights therein, which relate to the University, including any of its athletic programs, or which would compete with the University's registered marks that are developed or created by Coach or by others at Coach's direction, shall be owned solely by the University.
- b) Coach hereby grants University a perpetual, worldwide, royalty-free non-exclusive license to use Coach's name, image, nickname, signature, voice and photograph for historical and archival purposes in records and publications related to Coach's performance of his duties as the University's head football coach. Further, Coach hereby grants University a perpetual, worldwide, royalty-free non-exclusive license to use his name, image, nickname, signature, voice and photograph for the limited purpose of selling or distributing commemorative items which depict him during his tenure as the head coach of the Team in a historically accurate and positive light, so long as his name, image, nickname, signature, voice and photograph, as the case may be, (i) is displayed on the item together with former Team members and/or coaches, or (ii) is not shown predominantly on the item. Coach consents to the University's appropriation of his privacy rights in connection with the grant of the license in this section.



3.2.4 **SUMMER CAMP—OPERATED BY UNIVERSITY.** Coach agrees that the University has the exclusive right to operate youth football camps on its campus using University facilities. The University shall allow Coach the opportunity to earn supplemental compensation by assisting with the University's camps in Coach's capacity as a University employee. Coach hereby agrees to assist in the marketing, supervision, and general administration of the University's football camps. Coach also agrees that Coach will perform all obligations mutually agreed upon by the parties. In exchange for Coach's participation in the University's summer football camps, the University shall pay Coach supplemental compensation during each year of his employment as head football coach at the University.

3.2.45 Coach agrees that the University has the exclusive right to select footwear, apparel and/or equipment for the use of its student-athletes and staff, including Coach, during official practices and games and during times when Coach or the Team is being filmed by motion picture or video camera or posing for photographs in their capacity as representatives of University. In order to avoid entering into an agreement with a competitor of any University selected vendors, Coach shall submit all outside consulting agreements to the University for review and approval prior to execution. Coach shall also report such outside income to the University in accordance with NCAA rules. Coach further agrees that Coach will not endorse any athletic footwear, apparel and/or equipment products, and will not participate in any messages or promotional appearances which contain a comparative or qualitative description of athletic footwear, apparel or equipment products.

3.3 **General Conditions of Compensation.** All compensation provided by the University to Coach is subject to deductions and withholdings as required by law or the terms and conditions of any fringe benefit in which Coach participates. However, if any fringe benefit is based in whole or in part upon the compensation provided by the University to Coach, such fringe benefit shall be based only on the compensation provided pursuant to section 3.1.1 and paid directly from the University to Coach, and within any applicable compensation limits established by such plans and except to the extent required by the terms and conditions of a specific fringe benefit program.

3.4 **Additional Compensation.** Coach may be eligible (as provided in the terms of the Addendum) to receive additional pay for performance, academic incentive pay, longevity payments and ~~deferred compensation~~supplemental retirement benefits as set forth in Addendum ~~sections~~paragraphs ~~7-d, 8, 9, 12, 13 and 14.~~

## ARTICLE 4

4.1. **Coach's Specific Duties and Responsibilities.** In consideration of the compensation specified in this Agreement, Coach, in addition to the obligations set forth elsewhere in this Agreement, shall:

4.1.1. Devote Coach's full time and best efforts to the performance of Coach's duties under this Agreement;

4.1.2. Develop and implement programs and procedures with respect to the evaluation, recruitment, training, and coaching of Team members which enable them to compete successfully and reasonably protect their health, safety, and well-being;

4.1.3. Observe and uphold all academic standards, requirements, and policies of the University and encourage Team members to perform to their highest academic potential and to graduate in a timely manner; and

4.1.4. Know, recognize, and comply with all applicable laws and the policies, rules and regulations of the University, the University's governing board, the conference, and the NCAA; supervise and take appropriate steps to ensure that Coach's assistant coaches, any other employees for whom Coach is administratively responsible, and the members of the Team know, recognize, and comply with all such laws, policies, rules and regulations; and immediately report to the Director and to the Department's Director of Compliance if Coach has reasonable cause to believe that any person or entity, including without limitation representatives of the University's athletic interests, has violated or is likely to violate any such laws, policies, rules or regulations. Coach shall cooperate fully with the University and Department at all times. The names or titles of employees whom Coach supervises are attached as Exhibit ~~CA~~. 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 Handbook; (c) University's Administrative Procedures Manual; (d) the policies of the Department; (e) NCAA rules and regulations; and (f) the rules and regulations of the football conference of which the University is a member.

4.2 Outside Activities. Coach shall not appear without the prior written approval of the Director on, or in, any radio, television or internet programs or other electronic medium other than those produced or sponsored by University, except routine news media interviews for which no compensation is received. Coach shall not appear in or make any commercial or commercial endorsement without the prior written approval of the Director. Coach shall not undertake any business, professional or personal activities, or pursuits that would prevent Coach from devoting Coach's full time and best efforts to the performance of Coach's duties under this Agreement, that would otherwise detract from those duties in any manner, or that, in the opinion of the University, would reflect adversely upon the University or its athletic program. Subject to the terms and conditions of this Agreement, Coach may, with the prior written approval of the Director, who may consult with the President, enter into separate arrangements for outside activities and endorsements which are consistent with Coach's obligations under this Agreement. Coach may not use nor may Coach authorize third parties to use the University's name, logos, or trademarks in connection with any such arrangements without the prior written approval of the Director and the President.

4.3 NCAA Rules. In accordance with NCAA rules, Coach shall obtain prior written approval from the University's President for all athletically related income and benefits from sources outside the University and shall report the source and amount of all such income and benefits to the University's President whenever reasonably requested, but in no event less than annually before the close of business on June 30th of each year or the last regular University work day preceding June 30th. The report shall be in a format reasonably satisfactory to University. In no event shall Coach accept or receive directly or indirectly any monies, benefits, or gratuities whatsoever from any person, association, corporation, University booster club, University alumni association, University foundation, or other benefactor, if the acceptance or receipt of the monies, benefits, or gratuities would violate applicable law or the policies, rules, and regulations of the University, the University's governing board, the conference, or the NCAA.

4.4 Hiring Authority. Coach shall have the responsibility and the sole authority to recommend to the Director the hiring and termination of assistant coaches for the Team, but the decision to hire or terminate an assistant coach shall be made by the Director and shall, when necessary or appropriate, be subject to the approval of President and the University's Board of Trustees.

4.5 Scheduling. Coach shall consult with, and may make recommendations to, the Director or the Director's designee with respect to the scheduling of Team competitions, but the final decision shall be made by the Director or the Director's designee.

4.7 Other Coaching Opportunities. Coach shall not, under any circumstances, interview for, negotiate for, or accept employment as a coach at any other institution of higher education or with any professional sports team requiring performance of duties set forth herein prior to the expiration of this Agreement, without giving prior notice to the Director. Coach shall deliver such notice in writing, or by electronic mail, and shall give such notice as soon as reasonably practical but no less than 24 hours prior to such activity.

## ARTICLE 5

5.1 Termination of Coach for Cause. The University may, in its discretion, suspend Coach from some or all of Coach's duties, temporarily or permanently, and with or without pay; reassign Coach to other duties; or terminate this Agreement at any time for good or adequate cause, as those terms are defined in applicable rules and regulations.

5.1.1 In addition to the definitions contained in applicable rules and policies, University and Coach hereby specifically agree that the following shall constitute good or adequate cause for suspension or termination of this Agreement:

- a) A deliberate or major or repetitive violation of Coach's duties under this agreement or the refusal or unwillingness of Coach to perform such duties in good faith and to the best of Coach's abilities;
- b) The failure of Coach to remedy any violation of any of the terms of this agreement within 30 days after written notice from the University;
- c) A deliberate or major or repetitive violation by Coach of any applicable law or the policies, rules or regulations of the University, the University's governing board, the conference or the NCAA, including but not limited to any such violation which may have occurred during the employment of Coach at another NCAA or NAIA member institution;
- d) Ten (10) working days' absence of Coach from duty without the University's consent;
- e) Any conduct of Coach that constitutes moral turpitude or that would, in the University's judgment, reflect adversely on the University or its athletic programs;
- f) The failure of Coach to represent the University and its athletic programs positively in public and private forums;
- g) The failure of Coach to fully and promptly cooperate with the NCAA or the University in any investigation of possible violations of any applicable law or the policies, rules or regulations of the University, the University's governing board, the conference, or the NCAA;
- h) The failure of Coach to report a known violation of any applicable law or the policies, rules or regulations of the University, the University's governing board, the conference, or the NCAA, by one of Coach's assistant coaches, any other employees for whom Coach is administratively responsible, or a member of the Team; or
- i) A violation of any applicable law or the policies, rules or regulations of the University, the University's governing board, the conference, or the NCAA, by one of Coach's assistant coaches, any other employees for whom Coach is administratively responsible, or a member of the Team if Coach knew or should have known by ordinary supervision of the violation and could have prevented it by such ordinary supervision.

5.1.2 Suspension or termination for good or adequate cause shall be effectuated by the University as follows: before the effective date of the suspension, reassignment, or termination, the Director or his designee shall provide Coach with notice, which notice shall be accomplished in the manner provided for in this Agreement and shall include the reason(s) for the contemplated action. Coach shall then have an opportunity to respond. After Coach responds or fails to respond, University shall notify Coach whether, and if so when, the action will be effective.

5.1.3 In the event of any termination for good or adequate cause, the University's obligation to provide compensation and benefits to Coach, whether direct, indirect, supplemental or collateral, shall cease as of the date of such termination, and the University shall not be liable for the loss of any collateral business opportunities or other benefits, perquisites, or income resulting from outside activities or from any other sources.

5.1.4 If found in violation of NCAA regulations, Coach shall, in addition to the provisions of Section 5.1, be subject to disciplinary or corrective action as set forth in the provisions of the NCAA enforcement procedures. This section applies to violations occurring at the University or at previous institutions at which the Coach was employed.

## 5.2 Termination of Coach for Convenience of University.

5.2.1 At any time after commencement of this Agreement, University, for its own convenience, may terminate this Agreement by giving ten (10) days prior written notice to Coach.

5.2.2 In the event that University terminates this Agreement for its own convenience, University shall be obligated to pay or continue to pay Coach, as applicable, as liquidated damages and not a penalty, (i) the then applicable regular compensation as set forth in sections 3.1.1 and 3.2.2 and the attached Addendum ~~section~~paragraph 7 (without regard to any increase that otherwise would have taken effect for an additional year granted pursuant to section 2.3 in the case of any such additional year that commences after the effective date of the University's termination of this Agreement), plus an additional amount at the annual rate of \$250,000, payable on the regular paydays of the University, (ii) a single payment, payable on the February ~~+15~~ immediately following the effective date of the termination of this Agreement (the "vesting date"), in an amount equal to the longevity incentive to which Coach otherwise would have become entitled on said February ~~+15~~ pursuant to Addendum ~~section~~paragraph 12, reduced pro-rata to reflect Coach's period of service of less than twelve (12) months immediately preceding the vesting date, ~~and~~ (iii) ~~additional~~ amounts ~~corresponding~~equal to the ~~retirement plan~~ contributions that otherwise would have been made to the 403(b) Plan and the Supplemental Defined Contribution Plan on behalf of the Coach, plus the principal credits that otherwise would have accrued under the Supplemental Pension Plan on behalf of the Coach, for periods following the effective date of the termination of this Agreement pursuant to Addendum ~~section~~paragraphs 13 and 14, as applicable, payable to

the Coach on the dates that they would have been made to the respective plans as prescribed by said Addendum ~~section~~paragraphs 13 and 14, until the expiration of the term of this Agreement (as the term then exists with earned extensions (if any) pursuant to section 2.3 but without further opportunity to earn additional extensions pursuant to section 2.3) ends, or until Coach obtains reasonably comparable employment, whichever occurs first, provided however, in the event Coach obtains ~~lesser~~ employment after such termination, then the amount of compensation University pays will be adjusted and reduced by the amount of compensation paid Coach as a result of such ~~lesser~~ employment, such adjusted compensation to be calculated for each University pay-period by reducing the gross salary set forth in section 3.1.1 and 3.2.2 (before deductions required by law) by the gross compensation paid to the Coach under the ~~lesser~~ employment, then subtracting from this adjusted gross compensation deductions according to law (a "Severance Reduction"). In addition, Coach will be entitled to continue his health insurance plan and group life insurance as if he remained a University employee until the term of this Agreement ends or until Coach obtains ~~reasonably comparable~~ employment or any other employment providing Coach with a reasonably comparable health plan and group life insurance, whichever occurs first. Coach shall be entitled to no other compensation under this Agreement or the Addendum or fringe benefits, except as otherwise provided herein or required by law. Coach specifically agrees to inform University within ten business days of obtaining other employment and to advise University of all relevant terms of such employment, including without limitation, the nature and location of the employment, salary, other compensation, health insurance benefits, life insurance benefits, and other fringe benefits. Failure to so inform and advise University shall constitute a material breach of this Agreement and University's obligation to pay compensation under this provision shall end. Coach further agrees to repay to University all compensation paid to Coach by University after the date Coach obtains other employment, to which Coach is not entitled under this provision. Coach acknowledges that the University will withhold taxes and other payroll deductions from the payments due Coach pursuant to this Section 5.2.2, in such amounts and at such times as required by applicable law.

5.2.3 The parties have both been represented by, or had the opportunity to consult with, legal counsel in the contract negotiations and have bargained for and agreed to the foregoing liquidated damages provision, giving consideration to the fact that the Coach may lose certain benefits, supplemental compensation, or outside compensation relating to his employment with University, which damages are extremely difficult to determine with certainty. The parties further agree that the payment of such liquidated damages by University and the acceptance thereof by Coach shall constitute adequate and reasonable compensation to Coach for the damages and injury suffered by Coach because of such termination by University. The liquidated damages are not, and shall not be construed to be, a penalty.

5.2.4 The parties acknowledge that ~~the Internal Revenue Service has announced in Notice 2007-62 that it will provide guidance under~~ Internal Revenue Code ("Code") section- 457(f) ~~(the "IRS Guidance") that may result in~~ ("IRC 457(f)") will require some or all of the payments described in ~~this~~ section 5.2.2 to be taxable to Coach

before ~~the~~their scheduled payment ~~date. To the extent the IRS Guidance so applies and amounts payable hereunder are not grandfathered in the~~dates. Therefore, unless in the reasonable opinion of the University's counsel Code Section 457(f) does not so apply, the University shall pay the Applicable Portion (as defined below) of amounts due under section 5.2.2 before the scheduled payment date (a "Tax Distribution"). Each subsequent payment shall be reduced by a prorated portion of any Tax Distribution. Any Severance Reduction that occurs after a Tax Distribution shall be applied first to reduce amounts that are taxable when paid and then to amounts that have previously been taxed. If a Severance Reduction applies and the remaining amounts payable hereunder are not sufficient to fully apply such reduction because of a Tax Distribution, then Coach shall pay the University such deficiency in equal installments over the remainder of the payment term. The "Applicable Portion" means the amount the University determines is necessary to satisfy all applicable state and federal income and employment tax withholding on amounts described in section 5.2.2 that are taxable before the scheduled payment date under IRC 457(f). If the University's counsel deems it necessary, the parties shall also work in good faith to amend this Agreement to ~~comply with the IRS Guidance~~minimize the extent to which the payments described in section 5.2.2 are taxable before the scheduled payment dates pursuant to IRC 457(f) in a manner that maintains the economic arrangement of section 5.2.2 to the maximum extent possible and is in the best interests of the University and Coach generally. ~~The "Applicable Portion" means the amount the University determines is necessary to satisfy all applicable state and federal income and employment tax withholding on amounts described in section 5.2.2 that are taxable before the scheduled payment date under Code section 457(f).~~All payments under this section 5.2 will be made in accordance with the requirements of ~~Internal Revenue~~ Code section 409A, and there will be no acceleration or deferral of payments except as permitted under ~~Internal Revenue~~ Code section 409A.

### 5.3 Termination by Coach for Convenience.

5.3.1 The Coach recognizes that his promise to work for University for the entire term of this Agreement is of the essence of this Agreement. The Coach also recognizes that the University is making a highly valuable investment in his employment by entering into this Agreement and that its investment would be lost were he to resign or otherwise terminate his employment with the University before the end of the contract term.

5.3.2 The Coach, for his own convenience, may terminate this Agreement during its term by giving prior written notice to the University. Termination shall be effective ten (10) days after written notice is given to the University. Such termination must occur at a time outside the football playing season (including bowl game season) so as to minimize the impact on the program.

5.3.3 If the Coach terminates this Agreement for convenience at any time, all obligations of the University shall cease as of the effective date of the termination. If the Coach terminates this Agreement for his convenience prior to January 31, ~~2015~~2017 and at any time on or before the earlier of (a) January 31, 2015~~2017~~, or (b)



the later of (i) the first (1<sup>st</sup>) day of the eleventh (11th) calendar month after the month in which Coach terminated the Agreement pursuant to this paragraph, or (ii) the December 1<sup>st</sup> next following the Coach's termination of the Agreement pursuant to this paragraph, Coach commences, or agrees to commence, Impermissible Employment (as defined in this ~~section~~ paragraph 5.3.3), then ~~the~~ Coach, as a repayment of compensation, benefits and perquisites paid to him under this Agreement in anticipation by the University that he would serve as head coach of the Team through January 31, ~~2015~~2017, shall be obligated to pay to the University the sum of \$~~650~~750,000; this payment shall be due and payable within ninety (90) days of the effective date of the commencement, or agreement to commence, of Impermissible Employment, and any unpaid amount shall bear simple interest at the rate twelve (12) percent per annum until paid. (By way of example and for the avoidance of doubt, if Coach terminated this Agreement pursuant to this paragraph in December 2013, the foregoing repayment obligation would not apply if Coach accepted employment as head football coach of another FBS football program on December 1, 2014; if, however, Coach terminated the Agreement in March 2013, the repayment obligation would apply if he accepted the position any time before February 1, 2014.) For purposes of this Section 5.3.3, "Impermissible Employment" means employment ~~in football, coaching or any capacity in sports~~ (whether by title of ~~the~~ position or by performing the duties regularly associated with such ~~Impermissible Employment~~), ~~other than employment~~ (a) as the head football coach of any university or college that maintains a coach in NCAA Division II, NCAA Division III or NAIA/FBS football program, (b) as an assistant coach in Division I (FBS or FCS) football at of a college or university outside or college that (i) is a member of the conference in which the University is then a member, or (ii) belongs to a conference which the University then has a binding commitment to join prior to January 31, 2017, or (c) in sports related media the head football coach of a National Football League (NFL) team.

5.3.4 The parties have both been represented by, or had the opportunity to consult with, legal counsel in the contract negotiations and have bargained for and agreed to the foregoing provision imposing a repayment obligation on Coach, giving consideration to the fact that the University will incur administrative and recruiting costs in obtaining a replacement for Coach, that the University will lose the benefit of its investment in the Coach, and that the University may face potentially increased compensation costs if Coach terminates this Agreement for convenience, all of which amounts are extremely difficult to determine with certainty. The parties further agree that the payment of this obligation by Coach and the acceptance thereof by University shall constitute adequate and reasonable compensation to University for any and all damages and injury suffered by it because of such termination by Coach. The Coach's repayment obligation is not, and shall not be construed to be, a penalty.

5.3.5 Except as provide elsewhere in this Agreement, if Coach terminates this Agreement for convenience, he shall forfeit to the extent permitted by law his right to receive any form of compensation described ~~in~~ herein and in the attached Addendum that he has not earned or accrued based his service through the effective date of his termination.



#### 5.4 Termination due to Disability or Death of Coach.

5.4.1 Notwithstanding any other provision of this Agreement, this Agreement shall terminate automatically if Coach becomes totally or permanently disabled as defined by the University's disability insurance carrier, becomes unable to perform the essential functions of the position of head coach, or dies.

5.4.2 If this Agreement is terminated because of Coach's death, Coach's salary and all other benefits shall terminate as of the last day worked, except that the Coach's personal representative or other designated beneficiary shall be paid all compensation due or unpaid and death benefits, if any, as may be contained in any fringe benefit plan now in force or hereafter adopted by the University and due to the Coach's estate or beneficiaries hereunder.

5.4.3 If this Agreement is terminated because the Coach becomes totally or permanently disabled as defined by the University's disability insurance carrier, or becomes unable to perform the essential functions of the position of head coach, all salary and other benefits shall terminate, except that the Coach shall be entitled to receive any compensation due or unpaid and any disability-related benefits to which he is entitled by virtue of employment with the University.

5.5 Interference by Coach. In the event of termination or suspension, Coach agrees that Coach will not interfere with the University's student-athletes or otherwise obstruct the University's ability to transact business or operate its intercollegiate athletics program.

5.7 No Liability. The University shall not be liable to Coach for the loss of any collateral business opportunities or any other benefits, perquisites or income from any sources that may ensue as a result of any termination of this Agreement by either party or due to death or disability or the suspension or reassignment of Coach, regardless of the circumstances.

5.8 Waiver of Rights. Because the Coach is receiving a multi-year contract and the opportunity to receive supplemental compensation and because such contracts and opportunities are not customarily afforded to University employees, if the University suspends or reassigns Coach, or terminates this Agreement for good or adequate cause or for convenience, Coach shall have all the rights provided for in this Agreement but hereby releases the University from compliance with the notice, appeal, and similar employment-related rights provide for in the State Board of Education and Board or Regents of the University of Idaho Rule Manual (IDAPA 08) and Governing Policies and Procedures Manual, and the University Policies or Faculty-Staff Handbook.

### ARTICLE 6

6.1 Board Approval. This Agreement shall not be effective until and unless approved of the University's Board of Trustees and executed by both parties as set forth

below. In addition, the payment of any compensation pursuant to this agreement shall be subject to the approval of the University's Board of Trustees, the President, and the Director; the sufficiency of legislative appropriations; the receipt of sufficient funds in the account from which such compensation is paid; and the Board of Trustees and University's rules or policies regarding furloughs or financial exigency.

6.2 University Property. All personal property (excluding vehicle(s) provided through the football program), material, and articles of information, including, without limitation, keys, credit cards, personnel records, recruiting records, team information, films, statistics or any other personal property, material, or data, furnished to Coach by the University or developed by Coach on behalf of the University or at the University's direction or for the University's use or otherwise in connection with Coach's employment hereunder are and shall remain the sole property of the University. Within twenty-four (24) hours of the expiration of the term of this agreement or its earlier termination as provided herein, Coach shall immediately cause any such personal property, materials, and articles of information in Coach's possession or control to be delivered to the Director.

6.3 Assignment. Neither party may assign its rights or delegate its obligations under this Agreement without the prior written consent of the other party.

6.4 Waiver. No waiver of any default in the performance of this Agreement shall be effective unless in writing and signed by the waiving party. The waiver of a particular breach in the performance of this Agreement shall not constitute a waiver of any other or subsequent breach. The resort to a particular remedy upon a breach shall not constitute a waiver of any other available remedies.

6.5 Severability and Survival. 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. To the extent necessary to enforce a term of this Agreement after the expiration or termination of this Agreement, the relevant and necessary terms shall survive such expiration or termination.

6.6 Governing Law. This Agreement shall be subject to and construed in accordance with the laws of the state of Idaho as an agreement to be performed in Idaho. Any action based in whole or in part on this Agreement shall be brought in the courts of the state of Idaho.

6.7 Oral Promises. Oral promises of an increase in annual salary or of any supplemental or other compensation shall not be binding upon the University.

6.8 Force Majeure. Any prevention, delay or stoppage due to strikes, lockouts, labor disputes, acts of God, inability to obtain labor or materials or reasonable substitutes therefore, governmental restrictions, governmental regulations, governmental controls, enemy or hostile governmental action, civil commotion, fire or other casualty, and other causes beyond the reasonable control of the party obligated to perform

(including financial inability), shall excuse the performance by such party for a period equal to any such prevention, delay or stoppage.

6.9 Non-Confidentiality. The Coach hereby consents and agrees that this document may be released and made available to the public after it is signed by the Coach. The Coach further agrees that all documents and reports he is required to produce under this Agreement may be released and made available to the public at the University's sole discretion.

6.10 Notices. Any notice under this Agreement shall be in writing and be delivered in person or by public or private courier service (including U.S. Postal Service Express Mail) or certified mail with return receipt requested or by facsimile. All notices shall be addressed to the parties at the following addresses or at such other addresses as the parties may from time to time direct in writing:

the University:	Director of Athletics 1910 University Drive Boise, Idaho 83725-1020
with a copy to:	President 1910 University Drive Boise, Idaho 83725-1000
the Coach:	Chris Petersen Last known address on file with University's Human Resource Services

<u>with a copy to:</u>	<u>Bennett H. Speyer, Esq.</u>
	<u>Shumaker, Loop &amp; Kendrick, LLP</u>
	<u>1000 Jackson Street</u>
	<u>Toledo, Ohio 43604-5573</u>

Any notice shall be deemed to have been given on the earlier of: (a) actual delivery or refusal to accept delivery, (b) the date of mailing by certified mail, or (c) the day facsimile delivery is verified. Actual notice, however and from whomever received, shall always be effective.

6.11 Headings. The headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation hereof.

6.12 Binding Effect. This Agreement is for the benefit only of the parties hereto and shall inure to the benefit of and bind the parties and their respective heirs, legal representatives, successors and assigns.

6.13 Non-Use of Names and Trademarks. The Coach shall not, without the University's prior written consent in each case, use any name, trade name, trademark, or

other designation of the University (including contraction, abbreviation or simulation), except in the course and scope of his official University duties.

6.14 No Third Party Beneficiaries. There are no intended or unintended third party beneficiaries to this Agreement.

6.15 Entire Agreement; Amendments. This Agreement (including the attached Addendum) constitutes the entire agreement of the parties and supersedes all prior agreements and understandings with respect to the same subject matter, except for the matters covered by that certain License Agreement attached to the Addendum as Exhibit B. No amendment or modification of this Agreement shall be effective unless in writing, signed by both parties, and approved by University's Board of Trustees.

6.16 Opportunity to Consult with Attorney. The Coach acknowledges that he has had the opportunity to consult and review this Agreement with an attorney. Accordingly, in all cases, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any party.

UNIVERSITY

COACH

\_\_\_\_\_  
Robert Kustra, President      Date

\_\_\_\_\_  
Chris Petersen      Date

Approved by the Board on the 22<sup>nd</sup> \_\_\_\_ day of April, 20102012.

**ADDENDUM NO. 1 TO EMPLOYMENT AGREEMENT (2012 – 2017)**

1. This is the first Addendum to the Employment Agreement 2012-2017 between BOISE STATE UNIVERSITY (BSU) and Chris Petersen (COACH) dated and effective the 1st day of February, 2012 (Agreement). Any reference in the Agreement to the "Addendum" shall refer to this Addendum.

2. The COACH is hired for the position of Head Football Coach.

3. Accordingly, the following terms as used in the Agreement will be defined as indicated:

- a. "Conference" means the athletic conference in which the University is a member for purposes of inter-collegiate Football competition as of the date of the applicable event.
- b. "Position" will mean the position described in paragraph 2, above.
- c. "Relevant season" will mean the Football season commencing on the first day of fall practice and ending with the last game of the season, including any bowl game, of the Boise State University Broncos.
- d. "Program" shall mean the Football program.
- e. "NCAA" means the National Collegiate Athletic Association.
  - 1. "APR" means Academic Progress Rate as used by the NCAA to track academic progress of NCAA eligible student athletes and NCAA athletic programs.
- f. "Athletic Director" means the BSU Director of Athletics or his designee.
- g. "Coaching" means to direct and supervise the athletes participating in the program.
- h. "BAA" means the Bronco Athletic Association.
- i. "Post-season" means participation in a Bowl game.
- j. "BCS" mean the Bowl Championship Series organization.

4. As of the date of this Addendum, the term of the Agreement (as set forth in Section 2.1 of the Agreement) extends through the 31st day of January, 2017; provided, however, that this provision is subject to the terms and conditions of Article 5 of the Agreement concerning termination. Neither party shall have the right to terminate the Agreement prior to its date of expiration except as provided therein.

5. Specific duties and responsibilities of COACH. In addition to those set forth in the Agreement, the COACH is expected to devote full-time to coaching and recruitment involving the Football team as the Head Coach. Additional duties and responsibilities not listed will be those customarily attendant to the position of a Head Football Coach at a University maintaining a FBS level Football program. If COACH is required to perform any such additional duties that are not defined in the contract, COACH will be notified of his responsibility to perform these duties within a reasonable time frame.

COACH will attend all staff meetings, public relation functions, dinners, awards banquets and make appearances as directed by the Director of Athletics unless excused by the Director of Athletics. The Athletic Director shall not unreasonably withhold approval for non-attendance. Such functions shall include, but are not limited to the following:

- ◆ Television, radio and other public appearances as provided in paragraph 3.2.2 of the Agreement
- ◆ The annual BAA Bar-b-que
- ◆ The BAA/Alumni Auction Dinner
- ◆ All Athletic Department staff meetings called by the Director of Athletics
- ◆ Athletic Department Graduation Reception
- ◆ Bronco Golf Series Tournaments

6. COACH agrees to supervise any staff serving under COACH and to insure, to the maximum extent possible, that all staff persons follow all applicable University policies, NCAA, or Conference rules and regulations at all times.

7. Regular Compensation: COACH will be compensated for his services as Head Football Coach (from media/public appearance/donations/non-state funds) under the Agreement with a base salary as referred to in section 3.1 of the Agreement as follows:

<u>YEAR</u>	<u>COMPENSATION</u>
February 1, 2012 – January 31, 2013	\$1,331,333
February 1, 2013 – January 31, 2014	\$1,423,000
February 1, 2014 – January 31, 2015	\$1,523,000
February 1, 2015 – January 31, 2016	\$1,723,000
February 1, 2016 – January 31, 2017	\$1,923,000

\* For the February 1, 2012 to January 31, 2013 year only, \$223,000 of Regular Compensation will be paid on January 31, 2013 rather than on regular pay-dates during the year; however, in the event that the Agreement terminates for any reason prior to January 31, 2013 (i.e., in accordance with Section 5.1, 5.2, 5.3, or 5.4 of the Agreement) COACH (or his beneficiary in the event of termination due to COACH's death) will be entitled to a pro-rata portion of said \$250,000 based on the number of months and days that the Agreement remained in effect during the contract year ending January 31, 2013.

COACH's Regular Compensation shall be increased by \$100,000 for each additional year that the term is extended after January 31, 2017 pursuant to Section 2.3 of the Agreement.

The Regular Compensation outlined above will be paid to COACH by the UNIVERSITY in equal amounts in accordance with its standard payroll practices except as otherwise provided above with respect to the year ending January 31, 2013.

8. Additional Pay based upon performance (Agreement section 3.2.1) relating to regular season and post season competition shall be based on one of the following (whichever is greater):

- (a) \$80,000 for winning the Conference championship; or,
- (b) \$80,000 for participating in an official Conference championship game (if applicable), but not winning that game; or,
- (c) \$35,000 for a post season bowl appearance without a Conference championship or participation in a Conference championship game; or,
- (d) \$150,000 if the football team participates in any one of the five BCS bowl games; or,
- (e) \$250,000 if the football team participates in the BCS National Championship game.

Any additional pay for performance earned pursuant to this section shall be paid on February 1st following the football season in which earned.

9. Academic Incentive Pay may be earned as follows (Agreement section 3.2):

- a. \$40,000 if the annual football team APR rating (for the previous fall and spring semesters) equals 955 or higher.

Any pay earned pursuant to this paragraph 9 shall be paid on October 1<sup>st</sup> each year.

10. COACH shall have a "public relations" account of \$7,500 per year to be used for reimbursement for meals and other acceptable and appropriate activities relating to the furtherance of the business of the University and such funds shall be expended only in accordance with University and State Board of Education policies.

11. COACH's Repayment Obligation: Shall be as provided for in section 5.3.3. of the Agreement.

12. Longevity Incentive: The University will pay to COACH a longevity incentive as set forth below on each February 15 that COACH remains employed in the Position and is not in material breach of the Agreement:

February 15, 2014 = \$100,000  
February 15, 2015 = \$200,000  
February 15, 2016 = \$200,000

February 15, 2017 = \$200,000

Provided, however, if COACH does not remain in the Position as of the applicable February 15 as a result of the termination of the Agreement in accordance with Section 5.2 or 5.4 of the Agreement, COACH (or his beneficiary in the event of termination due to COACH's death) shall be entitled to a pro-rata portion of said longevity incentive based on the number of months and days that COACH remained in the Position since the immediately preceding February 16<sup>th</sup>.

**13. Participation in the Idaho State Board of Education Supplemental Retirement 403(b) Plan:**

- a. The University shall make nonforfeitable contributions to COACH's account under the Idaho State Board of Education Supplemental Retirement 403(b) Plan ("403(b) Plan"), established effective June 24, 2011, as provided in this paragraph 13, and subject to and in accordance with the terms of the 403(b) Plan.
- b. The 403(b) Plan is operated on the basis of a calendar year ending December 31 ("Plan Year").
- c. University Contributions.
  - i. The University's contributions to the 403(b) Plan shall (subject to section 415(c) of the Internal Revenue Code, as amended ("Code")) be equal to 10.52 percent of COACH's compensation as defined in the 403(b) Plan and as limited by Code section 401(a)(17)); provided, however, that if COACH is not employed in the Position for the entire Plan Year, the University's contribution for that Plan Year will be pro-rated accordingly for that year to reflect the number of months and days of the Plan Year that he remained in the Position. .
  - ii. Timing of Contributions. The University's contributions to the 403(b) Plan shall be made in accordance with the terms of the written 403(b) Plan document.
  - iii. Terms of Plan Control. The 403(b) Plan is governed by a separate written plan document that reflects the contribution amount and other terms specifically set forth in this paragraph 13, except as otherwise noted, but whose other terms and conditions shall control in all respects and shall be subject to amendment at the sole discretion of the Idaho State Board of Education.

**14. Participation in Other Supplemental Plans:**



- a. In addition to other retirement plans sponsored by the University that are available to COACH, Coach will accrue fully vested benefits under the Boise State University Supplemental 401(a) Plan established effective December 1, 2011, including the Boise State University 415(m) Qualified Excess Benefit Arrangement that is a part thereof ("Supplemental Defined Contribution Plan") and the Boise State University Supplemental Pension Plan established effective February 1, 2012 ("Supplemental Pension Plan"; together with the Supplemental Defined Contribution Plan, referred to as the "Supplemental Plans"), as provided in this paragraph 14, and subject to and in accordance with the terms of the Supplemental Plans.
- b. The Supplemental Plans will be operated on the basis of a fiscal year ending December 31 ("Plan Year").
- c. University Contributions.
  - i. Supplemental Defined Contribution Plan. COACH's benefit under the Supplemental Defined Contribution Plan shall be in the form of an account balance attributable to University contributions. The University's contribution to the Supplemental Defined Contribution Plan shall equal \$250,000 for each Plan Year that COACH remains employed in the Position as of the last day of the Plan Year; provided, however, that if COACH is not employed in the Position for the entire Plan Year, the University's contribution for that Plan Year will be pro-rated accordingly for that year to reflect the number of months and days of the Plan Year that he remained in the Position.
  - ii. Supplemental Pension Plan. COACH's benefit under the Supplemental Pension Plan shall be in the form of a hypothetical account equal to the sum of principal credits and interest credits prescribed thereunder. The University shall be responsible for funding COACH's benefit, provided that the aggregate annual cost of funding (including annuity purchase costs) said benefit shall not exceed \$114,583.32 for the initial eleven (11) month Plan Year (beginning February 1, 2012), or \$125,000 for Plan Years beginning on and after January 1, 2013; provided, however, if COACH is not employed in the Position for the entire Plan Year, then the University's financial responsibility will be pro-rated accordingly for that year to reflect the number of months and days of the Plan Year that he remained in the Position.
  - iii. Timing of Contributions. The University's Contributions to the Supplemental Plans shall be made as soon as administratively feasible after the earlier of the (A) end of each Plan Year or (B) if COACH's employment terminates prior to the end of the Plan Year, the last day of employment.

- d. Terms of Plans Control. The Supplemental Plans shall be governed by separate written plan documents that shall reflect the contribution amounts and other terms specifically set forth in this paragraph 14, but whose other terms and conditions shall control in all respects and shall be subject to amendment at the sole discretion of the Idaho State Board of Education.
15. The University shall have the right to use the COACH's name, likeness, image, and trademarks subject to and in accordance with the terms and conditions of that certain License Agreement effective February 1, 2012 and attached hereto as Exhibit A.

**COACH**

**BOISE STATE UNIVERSITY**

\_\_\_\_\_  
Chris Petersen  
Head Football Coach

By: \_\_\_\_\_  
Robert W. Kustra  
President

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Approved by the State Board of Education on the \_\_\_\_ day of April, 2012.

**ADDENDUM NO. ~~21~~ TO EMPLOYMENT AGREEMENT (~~2010 – 2015~~2012 – 2017)**

1. This is ~~a Second~~the first Addendum to the Employment Agreement ~~2010-2015~~2012-2017 between BOISE STATE UNIVERSITY (BSU) and Chris Petersen (COACH) dated and effective the 1st day of February, ~~2010~~2012 (Agreement). ~~This Second Addendum supersedes and replaces Addendum No. 1 to the Agreement for periods on and after February 1, 2011, and any~~Any reference in the Agreement to the "Addendum" shall refer to this ~~Second~~ Addendum.

2. The COACH is hired for the position of Head Football Coach.

3. Accordingly, the following terms as used in the Agreement will be defined as indicated:

aa. "Conference" means the athletic conference in which the University is a member for purposes of inter-collegiate Football competition as of the date of the applicable event.

b. "Position" will mean the position described in paragraph 2, above.

bc. "Relevant season" will mean the Football season commencing on the first day of fall practice and ending with the last game of the season, including any bowl game, of the Boise State University Broncos.

ed. "Program" shall mean the Football program.

~~d. "Applicable conference" as of the date of this Addendum means the Mountain West Conference.~~

e. "NCAA" means the National Collegiate Athletic Association.

1. "APR" means Academic Progress Rate as used by the NCAA to track academic progress of NCAA eligible student athletes and NCAA athletic programs.

f. "Athletic Director" means the BSU Director of Athletics or his designee.

g. "Coaching" means to direct and supervise the athletes participating in the program.

h. "BAA" means the Bronco Athletic Association.

i. "Post-season" means participation in a Bowl game.

j. "BCS" mean the Bowl Championship Series organization.

4. As of the date of this ~~Second~~ Addendum, the term of the Agreement (as set forth in Section 2.1 of the Agreement) ~~has been extended~~extends through the 31st day of January, ~~2016 in accordance with the terms of Section 2.3 of the Agreement~~;2017; provided, however, that this provision is subject to the terms and conditions of Article ~~IV~~5 of the Agreement concerning termination. Neither party shall have the right to terminate the Agreement prior to its date of expiration except as provided therein.

5. Specific duties and responsibilities of COACH. In addition to those set forth in the Agreement, the COACH is expected to devote full-time to coaching and recruitment involving the Football team as the Head Coach. Additional duties and responsibilities not listed will be those customarily attendant to the position of a Head Football Coach at a ~~Division 1-A university~~University maintaining a FBS level Football program. If COACH is required to perform any such additional duties that are not defined in the contract, COACH will be notified of his responsibility to perform these duties within a reasonable time frame.

COACH will attend all staff meetings, public relation functions, dinners, awards banquets and make appearances as directed by the Director of Athletics unless excused by the Director of Athletics. The Athletic Director shall not unreasonably withhold approval for non-attendance. Such functions shall include, but are not limited to the following:

◆ Television, radio and other public appearances as provided in paragraph 3.2.2 of the Agreement

◆ The annual BAA Bar-b-que

~~The weekly BAA functions during the relevant season~~

~~The annual BAA Endowment Dinner~~

~~The BSU Athletic Hall of Fame Dinner~~

◆ ~~The BAA Bronze Bronco Award Banquet~~

◆ The BAA/Alumni Auction Dinner

◆ All Athletic Department staff meetings called by the Director of Athletics

◆ Athletic Department Graduation Reception

◆ Bronco Golf Series Tournaments

~~— The University shall have the right to use the COACH's name, likeness and image to promote the Team, the Athletics Department and the University and the right to license COACH's name, likeness and image in a manner that is in good taste and will not negatively reflect upon the COACH.~~

6. COACH agrees to supervise any staff serving under COACH and to insure, to the maximum extent possible, that all staff persons follow all applicable University policies, NCAA, or ~~applicable conference~~Conference rules and regulations at all times.

7. Regular Compensation: COACH will be compensated for his services as Head Football Coach (from media/public appearance/donations/non-state funds) under the Agreement with a base salary as referred to in section 3.1 of the Agreement as follows:

<u>YEAR</u>	<u>COMPENSATION</u>
<del>February 1, 2011 – January 31, 2012</del>	<del>\$1,175,000</del>
February 1, 2012 – January 31, 2013	\$1, <del>275,000</del> <u>331,333</u>
February 1, 2013 – January 31, 2014	\$1, <del>375</del> <u>423</u> ,000
February 1, 2014 – January 31, 2015	\$1, <del>475</del> <u>523</u> ,000
February 1, 2015 – January 31, 2016	\$1, <del>575</del> <u>723</u> ,000
February 1, 2016 – January 31, 2017	\$1,923,000

\* For the February 1, 2012 to January 31, 2013 year only, \$223,000 of Regular Compensation will be paid on January 31, 2013 rather than on regular pay-dates during the year; however, in the event that the Agreement terminates for any reason prior to January 31, 2013 (i.e., in accordance with Section 5.1, 5.2, 5.3, or 5.4 of the Agreement) COACH (or his beneficiary in the event of termination due to COACH's death) will be entitled to a pro-rata portion of said \$250,000 based on the number of months and days that the Agreement remained in effect during the contract year ending January 31, 2013.

COACH's Regular Compensation shall be increased by \$100,000 for each additional year that the term is extended after January 31, ~~2016~~2017 pursuant to Section 2.3 of the Agreement.

~~The Regular Compensation outlined above may be paid to the COACH by the UNIVERSITY or by radio or television stations or other third parties that own the rights to UNIVERSITY broadcasts, or by other third party sources, or by any combination of the UNIVERSITY, radio station, television station and other sources. COACH understands this potential for payment from multiple sources and that the fringe benefits are not paid or based on sources of payment other than the direct payment from the UNIVERSITY (as referred to in section 3.3 of the Agreement). In such cases, the University is not legally obligated to make payments to the COACH to the extent that such amounts are actually payable by such third parties and the COACH will be responsible for all taxes including, without limitation, withholding taxes related to payments by such third parties.~~

~~a. Shoe, Apparel and Equipment Contracts: Consistent with section 3.2.4 of the Agreement, compensation to the COACH shall be negotiated on a contract-by-contract basis and shall require prior express approval by the Athletic Director.~~  
The Regular Compensation outlined above will be paid to COACH by the UNIVERSITY in equal amounts in accordance with its standard payroll practices except as otherwise provided above with respect to the year ending January 31, 2013.

8. Additional Pay based upon performance (Agreement section 3.2.1) relating to regular season and post season competition shall be based on one of the following (whichever is greater):

- (a) ~~\$100~~80,000 for winning the ~~conference~~Conference championship; or,
- (b) \$80,000 for participating in an official Conference championship game (if applicable), but not winning that game; or,

- ~~(b)~~(c) \$35,000 for a post season bowl appearance without a ~~conference~~Conference championship or participation in a Conference championship game; or,  
 (d) \$150,000 if the football team participates in any one of the five BCS bowl games; or,  
~~(e)~~(e) \$250,000 if the football team participates in the BCS National Championship game.

Any additional pay for performance earned pursuant to this section shall be paid on February 1st following the football season in which earned.

9. Academic Incentive Pay may be earned as follows (Agreement section 3.2):

- a. ~~\$2040~~,000 if the annual football team APR rating (for the previous fall and spring semesters) equals 955 or higher.

Any pay earned pursuant to this ~~section~~paragraph 9 shall be paid on October 1<sup>st</sup> each year.

10. COACH shall have a "public relations" account of \$7,500 per year to be used for reimbursement for meals and other acceptable and appropriate activities relating to the furtherance of the business of the University and such funds shall be expended only in accordance with University and State Board of Education policies.

11. COACH's Repayment Obligation: Shall be as provided for in section 5.3.3. of the Agreement.

12. Longevity Incentive: The University will pay to COACH a longevity incentive ~~in the amount of \$100,000 as set forth below~~ on each February ~~4~~15 that COACH remains employed in the -Position and is not in material breach of the Agreement.:

February 15, 2014 = \$100,000

February 15, 2015 = \$200,000

February 15, 2016 = \$200,000

February 15, 2017 = \$200,000

Provided, however, if COACH does not remain in the Position as of the applicable February 15 as a result of the termination of the Agreement in accordance with Section 5.2 or 5.4 of the Agreement, COACH (or his beneficiary in the event of termination due to COACH's death) shall be entitled to a pro-rata portion of said longevity incentive based on the number of months and days that COACH remained in the Position since the immediately preceding February 16<sup>th</sup>.

13.— Participation in the Idaho State Board of Education Supplemental Retirement 403(b) Plan:

- a. The University shall make nonforfeitable contributions to COACH's account under the Idaho State Board of Education

Supplemental Retirement 403(b) Plan ("403(b) Plan"), established effective June 24, 2011, as provided in this paragraph 13, and subject to and in accordance with the terms of the 403(b) Plan.

b. ~~The~~ 403(b) Plan is operated on the basis of a calendar year ending December 31 ("Plan Year").

c. ~~University~~ Contributions.

i. ~~The~~ University's contributions to the 403(b) Plan shall (subject to section 415(c) of the Internal Revenue Code, as amended ("Code")) be equal to 10.52 percent of COACH's compensation as defined in the 403(b) Plan and as limited by Code section 401(a)(17)); provided, however, that if COACH is not employed in the Position for the entire Plan Year, the University's contribution for that Plan Year will be pro-rated accordingly for that year to reflect the number of months and days of the Plan Year that he remained in the Position. .

ii. Timing of Contributions. The University's contributions to the 403(b) Plan shall be made in accordance with the terms of the written 403(b) Plan document.

iii. Terms of Plan Control. The 403(b) Plan is governed by a separate written plan document that reflects the contribution amount and other terms specifically set forth in this paragraph 13, except as otherwise noted, but whose other terms and conditions shall control in all respects and shall be subject to amendment at the sole discretion of the Idaho State Board of Education.

#### 14. Participation in Other Supplemental Plans:

a. In addition to other retirement plans sponsored by the University that are available to COACH, ~~the University shall make~~ Coach will accrue fully vested benefits under the Boise State University Supplemental 401(a) Plan established effective December 1, 2011, including the Boise State University 415(m) Qualified Excess Benefit Arrangement that is a part thereof ("Supplemental Defined Contribution Plan") and the Boise State University Supplemental Pension Plan established effective February 1, 2012 ("Supplemental Pension Plan"; together with the Supplemental Defined Contribution Plan, referred to as the "Supplemental Plans"), as provided in this paragraph 14, and subject to and in accordance with the terms of the Supplemental Plans.

b. The Supplemental Plans will be operated on the basis of a fiscal year ending December 31 ("Plan Year").

c. University Contributions.

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i. Supplemental Defined Contribution Plan. COACH's benefit under the Supplemental Defined Contribution Plan shall be in the form of an employer account balance attributable to University contributions. The University's contribution to a retirement plan ("Base the Supplemental Defined Contribution Plan") on behalf of COACH shall equal to \$250,000 (or, if less, 100% of COACH's compensation as limited by section 401(a)(17) of the Internal Revenue Code, as amended (Code)) for each plan year Plan Year that COACH remains employed in the Position as of the last day of the plan year ("Supplemental Contribution"); Plan Year; provided, however, that if COACH terminates employment prior to is not employed in the end of Position for the plan year entire Plan Year, the Supplemental Contribution University's contribution for that Plan Year will be pro-rated accordingly for that year. COACH shall be 100% vested in his Supplemental Contributions at all times. Any portion to reflect the number of months and days of the Supplemental Contribution that cannot be made to the Base Plan due to Plan Year that he remained in the limits under Code section 415(c) will be allocated to an account on behalf of COACH under a qualified governmental excess Position.

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ii. Supplemental Pension Plan. COACH's benefit plan ("Excess Plan") subject to and in accordance with the terms under the Supplemental Pension Plan shall be in the form of a hypothetical account equal to the sum of principal credits and conditions of the Base Plan and the Excess Plan interest credits prescribed thereunder. The University will make shall be responsible for funding COACH's benefit, provided that the Supplemental Contribution to aggregate annual cost of funding (including annuity purchase costs) said benefit shall not exceed \$114,583.32 for the Base Plan initial eleven (11) month Plan Year (beginning February 1, 2012), or \$125,000 for Plan Years beginning on and after January 1, 2013; provided, however, if COACH is not employed in the Position for the entire Plan Year, then the University's financial responsibility will be pro-rated accordingly for that year to reflect the number of months and days of the Excess Plan, as applicable, Year that he remained in the Position.

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iii. Timing of Contributions. The University's Contributions to the Supplemental Plans shall be made as soon as administratively feasible after the earlier of the (iA) end of each plan year Plan Year or (iiB) if COACH COACH's employment terminates employment prior to the end of the plan year Plan Year, the last day of employment. The Supplemental Contribution shall be allocated to COACH's accounts under the Base Plan and Excess



~~Plan, as applicable, as of the last day of the plan year or, if earlier, as of the last day of employment that year.~~

~~The Base Plan and the Excess Plan \_\_\_\_\_~~

d. Terms of Plans Control. The Supplemental Plans shall be governed by separate written plan documents that shall reflect the contribution amounts and other terms specifically set forth in this paragraph ~~4314~~, but whose other terms and conditions shall control in all respects and shall be subject to amendment at the sole discretion of the Idaho State Board of Education.

15. The University shall have the right to use the COACH's name, likeness, image, and trademarks subject to and in accordance with the terms and conditions of that certain License Agreement effective February 1, 2012 and attached hereto as Exhibit A.

**COACH**

**BOISE STATE UNIVERSITY**

\_\_\_\_\_  
Chris Petersen  
Head Football Coach

By: \_\_\_\_\_  
Robert W. Kustra  
President

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Approved by the State Board of Education on the \_\_\_\_\_ day of \_\_\_\_\_, ~~2011~~April, 2012.

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## **LICENSE AGREEMENT**

This **LICENSE AGREEMENT** (this “Agreement”) is made and entered into to be effective as of the 1<sup>st</sup> day of February, 2012 (the “Effective Date”), by and between **CHRIS PETERSEN ENTERPRISES, LLC**, an Idaho limited liability company (“Licensor”), and **BOISE STATE UNIVERSITY** (“University”), and acknowledged by **CHRIS PETERSEN**, individually (“Petersen”).

### **RECITALS:**

**WHEREAS**, pursuant to that certain Employment Agreement by and between the University and Petersen dated effective February 1, 2012 (the “Employment Agreement”), Petersen serves as the head coach of the University’s football program; and

**WHEREAS**, Licensor is the exclusive licensee of any common law and/or statutory rights in Petersen’s name, nicknames, pseudonyms, assumed names, voice, signature, photograph, image, likeness, distinctive appearance, gestures, mannerisms that make him identifiable as the University’s head football coach (“Proprietary Rights”), together with trademarks and service marks (“Marks”) that utilize or incorporate such Proprietary Rights, whether now in existence or created and/or registered after the Effective Date (individually or in the aggregate, the “Property”); and

**WHEREAS**, the University desires the right to use the Property in connection with marketing and promoting its athletic programs, including, without limitation, the football program, University sponsored youth sports camps, as well as in connection with promoting or endorsing the University’s general interests and fundraising efforts (“University Interests”), and to incorporate the Property on products and services that it manufactures, markets, distributes, sells, publishes or otherwise disseminates in furtherance thereof (collectively or individually, the “Licensed Products”); and

**WHEREAS**, Licensor is willing to grant a sublicense to the University pursuant to which it shall have the exclusive right to use the Property, and to manufacture, market, distribute, publish or otherwise disseminate the Licensed Products, in relation to the University’s Interests, subject to and in accordance with the terms hereof.

### **AGREEMENT:**

**NOW, THEREFORE**, in consideration of the mutual covenants, agreements, and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties, intending to be legally bound, agree that the foregoing recitals are incorporated herein by reference and as follows:

1. **Sublicense Grant**. During the term of this Agreement, Licensor hereby grants to the University the exclusive right and sublicense to use the Property, including the right to manufacture, market, distribute, sell, publish or otherwise disseminate the Licensed Products, as well as on packaging, promotional, and advertising material associated therewith, in connection with and in relation to the University’s Interests (the “Sublicense Rights”); provided, however, that the Sublicense Rights shall be subject to the limitations set forth in the remainder of this

Section 1. Licensor reserves, and otherwise maintains, all rights in the Property which are not in connection with or in relation to the University's Interests. Petersen acknowledges that in connection with the grant of the Sublicense Rights hereunder, he consents to the University's appropriation of his privacy rights, provided that the University's use of the Property does not present Petersen in a false light, cause infliction of emotional distress to Petersen, or otherwise result in a breach of this Agreement.

1.1 **Limitations.** The exercise of the Sublicense Rights shall be subject to the following limitations:

(a) The Sublicense Rights shall be non-transferable and the University shall not grant any sublicense of the Sublicense Rights to any third party without the prior express written consent of the Licensor, which shall not be unreasonably withheld;

(b) The use of the Property in a Licensed Product and any packaging, marketing, advertisement, or promotional material associated therewith shall be subject to approval by Licensor in writing before the University uses, sells, distributes or discloses the same to the public;

(c) The Property, the Licensed Products, and any packaging, marketing, or promotional material associated therewith shall at all times be used, marketed, and promoted in a light positive to Petersen, Licensor and the University;

(d) During the term of this Agreement, the University shall not knowingly, negligently, or recklessly permit, do, or commit any act or thing that would degrade, tarnish, or deprecate Licensor or Petersen's public image in society or standing in the community; and

(e) The University shall be solely responsible for the manufacture, production, distribution, publication, dissemination and sale of the Licensed Products, and shall bear all costs associated therewith.

1.2 **Quality Control and Samples.** The Sublicense Rights shall be subject to the following quality control and sample requirements:

(a) Licensor shall fully and completely comply with all applicable patent, trademark, and copyright laws, rules, and regulations of the State of Idaho and the United States of America;

(b) All Licensed Products and all promotional, packaging, and advertising material associated therewith shall include all appropriate legal notices as required by applicable laws, rules, and regulations;

(c) All Licensed Products shall be of high quality and in conformity with standard samples approved by Licensor;

(d) If the quality of a class of the Licensed Products falls below a quality standard previously approved by Licensor, University shall use its best efforts to restore

such quality. If the University has not taken appropriate steps to restore such quality within thirty (30) days after notification by Licensors, the Licensed Product at issue may not be further manufactured, marketed, distributed, or sold;

(e) Prior to the commencement of manufacture and sale of the Licensed Products, the University shall submit to Licensors, at no cost to Licensors and for approval as to quality, a sample of all Licensed Products which University intends to manufacture and sell and any promotional and advertising material associated therewith. Failure of Licensors to approve such sample within thirty (30) days after receipt thereof shall be deemed approval. If Licensors should disapprove any sample, it shall provide specific reasons for such disapproval. University shall not sell Licensed Products if reasonably disapproved by Licensors. Once such samples have been approved by Licensors, the University shall not materially depart therefrom without Licensors's prior express written consent, which shall not be unreasonably withheld.

### 1.3 **Property Rights.**

(a) The parties understand and agree that, to the extent Property does not incorporate or derive from University Owned Intellectual Property as defined herein, Licensors shall retain all right, title, and interest in the Property and any modifications or improvements made to the Property by the University.

(b) To the extent Property does not incorporate or derive from University Owned Intellectual Property as defined herein, University acknowledges Licensors's exclusive rights in the Property and that the Property is unique and original and University agrees not to and shall not, at any time during or after the term of this Agreement, dispute or contest, directly or indirectly, any rights in and title to the Property or the validity thereof.

(c) University acknowledges and agrees that the Property has acquired secondary meaning.

(d) University agrees that its use of the Property inures to the benefit of Licensors and that the University shall not acquire any rights in the Property.

(e) Marks. Licensors shall be responsible for registration of Licensors's Marks with federal or other authorities, as applicable, at its sole cost, however, University may assume responsibility for obtaining the same with the written consent of Licensors. To the extent the Marks do not incorporate or derive from University Owned Intellectual Property as defined herein, University acknowledges and agrees that its first use in commerce of any of the Marks shall inure to the benefit of Licensors and vest ownership rights in the same to Licensors.

(f) Works. Notwithstanding anything herein to the contrary, Licensors shall not own or make any claim to copyright in any pictures or photographs of Petersen created or commissioned by the University during the term of this Agreement, provided, however, that the University's use of the same is consistent with the terms of this Agreement.

(g) University Owned Intellectual Property. Notwithstanding anything herein to the contrary, Licensors and Petersen acknowledge that if and to the extent that some or

all of the Marks incorporate, or are derivatives of trademarks, service marks, trade dress, the University's colors, copyrighted material or other intellectual property owned by the University (the "University Owned Intellectual Property"), the University makes no grant or transfer of any kind to Licensors or Petersen of any rights to University Owned Intellectual Property and neither Licensors nor Petersen shall use any such University Owned Intellectual Property except with the prior written consent of the University (which consent may be withheld or, once given, revoked at the discretion of the University upon reasonable notice to Petersen) or in accordance with fair use principles (descriptive or nominative) under applicable trademark laws.

#### 1.4 **Post-Termination Rights.**

(a) As soon as practicable following termination of this Agreement, the University shall provide Licensors with a complete schedule of all inventory of Licensed Products then on-hand (the "Inventory").

(b) Upon the termination of this Agreement, except for reason of a breach of University's duty to comply with the quality control or legal notice marking requirements, the University shall be entitled to continue to sell the Inventory in its possession at the time of termination. Such sales shall be made subject to all of the provisions of this Agreement.

(c) Upon the termination of this Agreement and subject to subparagraph (d) below, all of the rights of the University under this Agreement shall forthwith terminate and immediately revert to Licensors and the University shall immediately discontinue all use of the Property and the like, at no cost whatsoever to Licensors.

(d) Following the termination of this Agreement, nothing herein shall preclude the University from using Petersen's name, image, nickname, signature, voice and photograph for historical and archival purposes in records and publications related to Petersen's performance of his duties as the University's head football coach. Further, Licensors hereby grants University a perpetual, worldwide, royalty-free non-exclusive license to use Petersen's name, image, nickname, signature, voice and photograph for the limited purpose of selling or distributing commemorative items which depict Petersen during his tenure as the head coach of the Team in a historically accurate and positive light, so long as his name, image, nickname, signature, voice and photograph, as the case may be, (i) is displayed on the item together with former Team members and/or coaches, or (ii) is not shown predominantly on the item. Petersen consents to the University's appropriation of his privacy rights in connection with the grant of the license in this section.

1.5 **Goodwill.** To the extent Property does not incorporate or derive from University Owned Intellectual Property as defined herein, University acknowledges that the Property and all rights therein, including, without limitation, the goodwill pertaining thereto, belong exclusively to Licensors.

### 1.6 **Infringement.**

(a) Licensors shall have the right, in its discretion, to institute and prosecute lawsuits against third persons for infringement of any Property right sublicensed in this Agreement, and to retain any recoveries therefrom.

(b) If Licensors does not institute an infringement suit within ninety (90) days after University's written request that it do so, the University may institute and prosecute such lawsuit. Any lawsuit brought by the University shall be prosecuted solely at the cost and expense of the University and all sums recovered in any such lawsuits, whether by judgment, settlement, or otherwise, in excess of the amount of University's attorneys' fees and other out of pocket expenses of such suit, shall be divided equitably between University and Licensors based on their respective rights under this Agreement.

(c) Upon request of the party bringing a lawsuit for infringement, the other party shall execute all papers, testify on all matters, and otherwise cooperate in every way necessary and desirable for the prosecution of any such lawsuit. The party bringing suit shall reimburse the other party for the expenses incurred as a result of such cooperation.

2. **Term.** The parties intend that this Agreement shall have a term identical to the Employment Agreement and that this Agreement shall be extended or terminated if and when the Employment Agreement is extended or terminated, as applicable. In this respect, this Agreement shall commence on the Effective Date and shall continue thereafter until January 31, 2017, unless terminated earlier as specifically provided in Section 3 hereof. This Agreement shall automatically extend if and when the term of the Employment Agreement is extended and such extension shall be for the same length of time as the Employment Agreement is extended. Provided, always, nothing herein shall preclude the parties from agreeing in writing to extend the term of this Agreement after the termination of the Employment Agreement, and to continue the grant of the Sublicense Rights on the terms and conditions set forth in such extension.

3. **Termination.** This Agreement shall terminate immediately upon the termination of the Employment Agreement for any reason. Upon the termination of this Agreement, Licensors shall be entitled to receive all Royalties (as defined in Section 4 hereof) that have accrued under this Agreement through the termination date. The Royalties shall cease to accrue as of the end of the day on the termination date. Such amounts of accrued, but unpaid, Royalties shall be due and payable to Licensors within sixty (60) days following the termination date.

4. **Royalties.** In consideration of Licensors granting the Sublicense Rights to the University under this Agreement, the University shall pay Licensors a royalty at the monthly rate of \$20,833.33 for each month during the term of this Agreement, payable on the last day of the month ("Royalty"). The parties agree that the payments of said Royalties shall be paid to Licensors without any federal, state, or local wage withholding and that Licensors and/or Petersen shall be solely responsible for the payment of all appropriate income tax and other withholding obligations due upon receipt of the Royalties.

5. **Indemnification.** Subject to the limits of the Idaho Tort Claims Act as set forth in Idaho Code §6-901 et. seq., University irrevocably covenants and agrees from and after the Effective Date hereof to defend, indemnify, and save and hold harmless Licensors and Petersen

from and against any claims, actions, causes of actions, damages, proceedings, liabilities, obligations, losses, costs, or expenses (including, without limitation, attorney fees and court costs) arising out of or resulting from University's use of the Property, including but not limited to claims alleging defects in the Licensed Products, alleging deception in endorsements, or otherwise arising under intellectual property law.

6. **Warranty.** Licensor represents and warrants to University that (a) it has the rights necessary to enter into this Agreement and to perform all obligations and provide all licenses granted herein; and (b) it has not granted licenses thereunder to any other entity that would restrict rights granted hereunder.

6. **Independent Contractor.** Each party shall act at all times herein as an independent contractor of the other party, and nothing contained herein shall be construed to create the relationship of principal and agent, employer and employee, or a partnership or joint venture between Licensor and the University. Further, nothing contained herein shall be construed to provide either party with the right, power, or authority, whether express or implied, to bind or create any duty or obligation on behalf of the other party, unless expressly authorized herein.

7. **Survival.** All of the covenants, agreements, indemnification obligations, and other terms in this Agreement shall survive the expiration or earlier termination of this Agreement in perpetuity.

8. **Miscellaneous Provisions.**

8.1 **Entire Agreement, Amendments, and Waivers.** This Agreement contains the entire agreement and understanding of the parties with respect to the subject matter hereof and supersedes all prior agreements and understandings, whether written or oral, relating to such subject matter. This Agreement may not be amended, modified, or discharged nor may any of its terms be waived except by an instrument in writing signed by the party to be bound thereby.

8.2 **Successors and Assigns.** This Agreement shall be binding upon and shall inure to the benefit of and be enforceable by the parties hereto, and their respective successors and permitted assigns.

8.3 **Captions.** The headings and captions herein are inserted for convenient reference only and the same shall not limit or construe the sections, paragraphs, or provisions to which they apply or otherwise affect the interpretation hereof.

8.4 **Construction of Agreement.** Notwithstanding the fact that this Agreement may have been drafted or prepared by one of the parties, all of the parties confirm that they and their respective counsel have reviewed, negotiated, and adopted this Agreement as the joint agreement and understanding of the parties. Accordingly, this Agreement is to be construed as a whole and any presumption that ambiguities are to be resolved against the primary drafting party shall not apply.

8.5 **Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, and all of which shall constitute one (1)



Agreement. The signatures of any party to any counterpart shall be deemed to be a signature to, and may be appended to, any other counterpart. Telecopy signatures shall be deemed effective as originals.

8.6 **Governing Law and Venue.** This Agreement shall be deemed to have been entered into and to be performed in the State of Idaho, and shall be governed, construed, and enforced in accordance with the laws of the State of Idaho. **EACH PARTY HERETO AGREES AND SUBMITS TO THE EXCLUSIVE JURISDICTION OF THE STATE COURTS LOCATED IN BOISE, IDAHO FOR RESOLUTION OF ANY DISPUTES ARISING HEREUNDER.**

8.7 **Severability.** If any provision of this Agreement is or shall be deemed to be illegal, invalid, or unenforceable, the remaining provisions hereof shall remain in full force and effect and interpreted as if such illegal, invalid, or unenforceable provision did not exist herein.

**IN WITNESS WHEREOF,** this License Agreement has been executed and delivered by the parties hereto to be effective as of the day and date set forth herein above.

**BOISE STATE UNIVERSITY:**

**CHRIS PETERSEN ENTERPRISES, LLC**

By: \_\_\_\_\_

By: \_\_\_\_\_

Chris Petersen, Member

Its: \_\_\_\_\_

**ACKNOWLEDGED BY:**

\_\_\_\_\_  
Chris Petersen, Individually

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**BOISE STATE UNIVERSITY  
SUPPLEMENTAL PENSION PLAN**

Effective February 1, 2012

**TABLE OF CONTENTS**

	<b><u>Page</u></b>
ARTICLE I DEFINITIONS AND CONSTRUCTION .....	1
Section 1.01. Definitions.....	1
Section 1.02. Construction and Governing Law .....	4
ARTICLE II PARTICIPATION .....	4
Section 2.01. Participation Standards .....	4
Section 2.02. Separation from Employment .....	4
Section 2.03. Completion of Forms by Participants and Beneficiaries .....	4
ARTICLE III CALCULATION OF BENEFITS .....	4
Section 3.01. Participant Account.....	4
Section 3.02. Principal Credits.....	5
Section 3.03. Earnings Credits.....	5
Section 3.04. Minimum Account Balance .....	5
ARTICLE IV VESTING .....	5
Section 4.01. Vesting at Retirement or Termination of Service .....	5
Section 4.02. Vesting Due to Plan Termination .....	5
ARTICLE V PAYMENT OF BENEFITS .....	6
Section 5.01. General Provisions.....	6
Section 5.02. Separation from Employment On or After Normal Retirement Date.....	6
Section 5.03. Separation from Employment Before Normal Retirement Date.....	6
Section 5.04. Annuity Contract.....	6
Section 5.05. Death of Participant.....	6
Section 5.06. Notification of Retirement Date and Address.....	7
Section 5.07. Payments at Direction of Administrator .....	7
Section 5.08. Persons Under Legal Disability .....	7
Section 5.09. Limitations on Distributions .....	7
Section 5.10. Eligible Rollover Distributions.....	8
ARTICLE VI LIMITATIONS ON BENEFITS .....	9
Section 6.01. Maximum Annual Benefit.....	9
ARTICLE VII FUNDING OF PLAN AND PAYMENT OF COSTS .....	11
Section 7.01. Funds.....	11
Section 7.02. Employer Contributions.....	11
ARTICLE VIII ADMINISTRATION OF THE PLAN .....	11
Section 8.01. Administrator .....	11
Section 8.02. Powers of the Administrator .....	11
Section 8.03. Delegation by Administrator.....	12
Section 8.04. Advice to Administrator .....	12
Section 8.05. Fiduciary Insurance.....	12

Section 8.06. Limitation on Recovery .....	12
Section 8.07. Benefit Payments .....	12
Section 8.08. Unclaimed Benefit Payments.....	12
Section 8.09. Payment of Expenses .....	12
ARTICLE IX TERMINATION OF PLAN .....	13
Section 9.01. Termination of Plan .....	13
Section 9.02. Allocation of Assets on Termination .....	13
ARTICLE X AMENDMENT PROCEDURE.....	13
Section 10.01. Amendment for Qualification of Plan.....	13
Section 10.02. Plan Amendments .....	13
ARTICLE XI NON-ALIENATION OF BENEFITS AND DOMESTIC RELATIONS ORDERS	14
Section 11.01. Non-alienation of Benefits.....	14
Section 11.02. Procedures Regarding Domestic Relations Orders.....	15
Section 11.03. Surviving Spouse .....	16
ARTICLE XII CLAIMS PROCEDURE.....	16
Section 12.01. Claims .....	16
Section 12.02. Reliance.....	17
Section 12.03. Disputes.....	17
ARTICLE XIII MISCELLANEOUS .....	17
Section 13.01. Non-Diversion.....	17
Section 13.02. Merger, Consolidation of Plans, Transfer of Plan Assets, or Assumption of Plan by Successor Employer .....	17
Section 13.03. Limitation of Rights and Obligations .....	17
Section 13.04. Qualified Military Service .....	18
Section 13.05. Counterparts .....	18
APPENDIX A ELIGIBLE EMPLOYEES .....	19

## **BOISE STATE UNIVERSITY SUPPLEMENTAL PENSION PLAN**

Boise State University ("Employer") hereby establishes the Boise State University Pension Plan ("Plan"), effective February 1, 2012, for the benefit of Eligible Employees who become Participants.

### **BACKGROUND**

The Plan is a defined benefit pension plan intended to provide retirement benefits for Participants to supplement benefits provided through existing retirement plans sponsored by the Employer. The Plan is intended to qualify under Section 401(a) of the Internal Revenue Code of 1986, as amended ("Code"), and to constitute a "governmental plan" within the meaning of Code Section 414(d) and Section 3(32) of the Employee Retirement Income Security Act of 1974, as amended ("ERISA"). The Plan also is intended to comply with the Economic Growth and Tax Relief Reconciliation Act of 2001 ("EGTRRA"), the Job Creation and Worker Assistance Act of 2002 ("JCWAA"), the Pension Protection Act of 2006, Heroes Earnings Assistance and Relief Act of 2008 ("HEART Act"), and the Worker, Retiree, and Employer Recovery Act of 2008 ("WRERA"), as well as the regulatory guidance included in the 2010 Cumulative List under IRS Notice 2010-90 to the extent applicable to the Plan.

### **ARTICLE I DEFINITIONS AND CONSTRUCTION**

**Section 1.01. 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 established pursuant to Section 3.01 to determine the amount of the Participant's Accrued Retirement Benefit under the Plan. Where the context so permits, "Account" also means the balance credited to the Account.
- (b) "Accrued Retirement Benefit" means, with respect to a Participant, the balance credited to his Account as of his Annuity Starting Date, if payable as a lump sum, or an Actuarially Equivalent benefit available under the Plan, if payable other than as a lump sum. If there are any surrender charges applicable under the Contract, a Participant's Accrued Retirement Benefit shall be net of those charges, subject to the provisions of Section 3.04.
- (c) "Actuarial Equivalent" or "Actuarially Equivalent" means an alternative form of payment having the same actuarial value, based on the actuarial assumptions under the Contract.
- (d) "Administrator" means the Employer.
- (e) "Affiliated Employer" means any employer that is treated as a single employer with the Employer pursuant to Code Section 414(b), (c), or (m), provided that an Affiliated Employer shall be treated as such only to the extent required by the Code.

(f) "Annuity Starting Date" means the first day of the first period for which a benefit is payable to or with respect to a Participant as an annuity or any other form of benefit.

(g) "Applicable Form" means the appropriate form as designated and furnished by the Administrator or its designee 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 its designee may prescribe an oral, electronic, or telephonic form in lieu of or in addition to a written form.

(h) "Beneficiary" means the person determined in accordance with Subsection 5.05(b) who is entitled to receive benefits pursuant to the Plan on account of a Participant's death before his Annuity Starting Date.

(i) "Board" means the Board of Trustees of the Employer.

(j) "Code" means the Internal Revenue Code of 1986, as amended from time to time.

(k) "Contract" means the contract referred to in Section 3.03.

(l) "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.

(m) "Earnings Credit" means a credit to a Participant's Account pursuant to Section 3.03.

(n) "Effective Date" means February 1, 2012, the original effective date of the Plan.

(o) "Eligible Employee" means an Employee specified in Appendix A, but only during the time in which such person holds the position specified in Appendix A.

(p) "Employee" means an employee of the Employer.

(q) "Employer" means Boise State University, or if applicable, any successor employer that may adopt and assume sponsorship of the Plan.

(r) "FMLA" means the "Family and Medical Leave Act of 1993," as amended from time to time.

(s) "Normal Form" means a Single Life Annuity.

(t) "Normal Retirement Date" means the first day of the month coincident with or next following the date on which the Participant reaches age sixty-two (62), the normal retirement age under the Plan.

(u) "Optional Form" means a form of benefit available under the Plan other than the Normal Form, consisting of (i) a lump sum distribution or (ii) another form of distribution

provided under the Contract, provided that such form complies with the requirements of Section 5.09.

(v) "Participant" means a current or former Eligible Employee whose Accrued Retirement Benefit has not been distributed..

(w) "Plan" means the plan embodied herein, as amended from time to time, known as the "Boise State University Supplemental Pension Plan."

(x) "Plan Year" means the period beginning on the Effective Date and ending on December 31, 2012, and each calendar year thereafter.

(y) "Principal Credit" means a credit to a Participant's Account pursuant to Section 3.02.

(z) "Section," when not referring to a section of the Code or ERISA, means a section of the Plan.

(aa) "Separation Date" means the date on which the Participant Separates from Employment.

(bb) "Separation from Employment," "Separates from Employment," or any variation of such term means that a Participant was discharged from, retired, or quit the service of the Employer and all Affiliated Employers; provided, however, such terms shall not include (i) a temporary absence due to an authorized leave of absence, vacation, sickness, or accident; (ii) military service, to the extent required under USERRA and Code Section 414(u)(8)(A); or (iii) a leave that qualifies as a family or medical leave under the FMLA.

(cc) "Single Life Annuity" means, with respect to a Participant, a level monthly annuity beginning as of his Annuity Starting Date and payable for his life that is the Actuarial Equivalent of the Participant's Account.

(dd) "Spouse" means the person to whom the Participant is legally married on the applicable date, as determined under the internal laws of the State of Idaho without regard to conflict of law principles.

(ee) "Trust" means the trust established and maintained to hold the assets of the Plan. If all assets of the Plan are held by an insurance company pursuant to one or more annuity contracts, "Trust" shall refer to such annuity contract or contracts.

(ff) "Trustee" means the original or any successor trustee designated and appointed under the Trust. If all assets of the Plan are held by an insurance company pursuant to one or more annuity contracts, "Trustee" shall refer to such insurance company.

(gg) "Trust Fund" means the assets of the Plan held by the Trustee.

(hh) "USERRA" means "Uniformed Services Employment and Reemployment Rights Act of 1994," as amended from time to time.



(ii) "Vested" means a right of the Participant or his beneficiary that is unconditional, legally enforceable, and non-forfeitable.

**Section 1.02. Construction and Governing Law.** The following rules of construction shall govern any interpretation of the Plan:

(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) 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.

(d) 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.

## **ARTICLE II PARTICIPATION**

**Section 2.01. Participation Standards.** An Eligible Employee shall become a Participant as of the date specified in Appendix A.

**Section 2.02. Separation from Employment.** If a Participant Separates from Employment or ceases to be an Eligible Employee, he shall cease to be an active Participant for all purposes except for any benefit to which he or his joint annuitant or Beneficiary may be entitled under Article V. A Participant shall cease to be a Participant upon the distribution of his entire interest under the Plan.

**Section 2.03. Completion of Forms by Participants and Beneficiaries.** A Participant and any joint annuitant or Beneficiary eligible to receive, or claiming a right to receive, any benefits under the Plan shall complete such Applicable Forms and furnish such proofs and information as may be required at any time by an insurance company, the Trustee, or the Administrator or its designee. If any fact relating to the Participant or his joint annuitant or Beneficiary has been misstated or is incorrect, the correct fact shall be used to determine the amount of any benefits hereunder. If overpayments or underpayments have been made because of such misstatements or incorrect facts, the amount of any future payments may be appropriately adjusted or the Employer may require repayment of any overpayment.

## **ARTICLE III CALCULATION OF BENEFITS**

**Section 3.01. Participant Account.** The Administrator shall establish and maintain a bookkeeping account to determine each Participant's benefit under the Plan. It shall make credits

and charges to such Account as provided in this Section. A Participant's Account is solely a bookkeeping entry to determine the amount of the Participant's benefits, and its existence shall not give the Participant the right to any specific asset of the Plan. The Participant's Accrued Retirement Benefit shall be equal to his Account balance as of his Annuity Starting Date.

### **Section 3.02. Principal Credits.**

(a) As of the last day of the Plan Year ending December 31, 2012, the Administrator shall credit a Principal Credit \$114,583.82 to each Participant's Account, provided that the Participant is employed by the Employer as an Eligible Employee on such date.

(b) As of the last day of each Plan Year after 2012, the Administrator shall credit a Principal Credit of \$125,000 to each Participant's Account, provided that the Participant is employed by the Employer as an Eligible Employee on such date.

(c) If the Participant Separates from Employment or ceases to be an Eligible Employee during a Plan Year, the Administrator shall credit to such Participant's Account as of the Separation Date a pro-rata portion of the Principal Credit that would otherwise apply for such year, based on the number of days in such Plan Year during which the Participant was employed by the Employer as an Eligible Employee.

### **Section 3.03. Earnings Credits.**

(a) Each Participant's Account shall be adjusted as of the end of each determination period applicable to the Participant (without regard to whether the Participant remains an Eligible Employee) until the Participant's Annuity Starting Date to reflect the rate of return that would have been earned by the Account had it been deposited under an annuity contract issued on the life of the Participant by an insurance company qualified to do business under the laws of Idaho, as selected by the Administrator. For this purpose, the Administrator shall not select an annuity contract that the Internal Revenue Service has determined to have been structured to provide an interest crediting rate that is in excess of a market rate of return as provided in Treasury Regulation Section 1.411(b)(5)-1(d)(5)(iii).

(b) The expenses of administering the Plan and Trust paid by the Trust shall reduce the Earnings Credits.

**Section 3.04. Minimum Account Balance.** Notwithstanding any provision of the Plan to the contrary, in no event shall a Participant's Account as of his Annuity Starting Date be less than the sum all Principal Credits to such Account.

## **ARTICLE IV VESTING**

**Section 4.01. Vesting at Retirement or Termination of Service.** A Participant shall be Vested in his Accrued Retirement Benefit at all times.

**Section 4.02. Vesting Due to Plan Termination.** In the case of the termination of the Plan by action of the Board or otherwise, the Accrued Retirement Benefit of each Participant

shall be irrevocably Vested, but only to the extent funded. On a termination of the Plan, no unfunded benefit with respect to any Participant or beneficiary shall be due or payable.

## **ARTICLE V PAYMENT OF BENEFITS**

### **Section 5.01. General Provisions.**

(a) All forms of distribution under the Plan are Actuarially Equivalent. Distributions shall be made in the Normal Form, unless the Participant elects an Optional Form pursuant to Subsection (b).

(b) The Participant may elect for his benefit to be distributed in an Optional Form in accordance with procedures established by the Administrator. The Administrator may prescribe rules, procedures, and forms for electing commencement of benefits and the form of distribution and for the revocation or change of such elections.

**Section 5.02. Separation from Employment On or After Normal Retirement Date.** If the Participant Separates from Employment on or after his Normal Retirement Date for a reason other than his death, he may elect for distribution of this Accrued Retirement Benefit to commence, in which case distribution shall be made in accordance with the Participant's election. Distribution of the Participant's benefit must commence not later April 1 of the year following the year in which he Separates from Employment.

**Section 5.03. Separation from Employment Before Normal Retirement Date.** If the Participant Separates from Employment before his Normal Retirement Date, he may elect for distribution of his Accrued Retirement Benefit to commence as of the first day of any month after his Separation Date and on or before his Normal Retirement Date. Unless the Participant elects an earlier Annuity Starting Date, his Annuity Starting Date shall be his Normal Retirement Date. Notwithstanding the preceding sentence, except in the event of a Participant's earlier death, his Annuity Starting Date may not occur before the earlier of (i) the end of the fifth Plan Year after the Plan Year in which he commenced participation under the Plan or (ii) his Normal Retirement Date.

**Section 5.04. Annuity Contract.** Any benefit payable as an annuity may be payable through the medium of an annuity contract (providing a fixed annuity) purchased at the direction of the Administrator from an insurance company qualified to do business in the State of Idaho; provided, however, any such annuity contract shall be subject to the limitations under Section 5.09, shall be endorsed so as to be nontransferable, and shall be purchased at the sole discretion of the Administrator or its designee. The distribution of an annuity contract to the Participant or his beneficiaries, if any, shall be in full satisfaction of any and all obligations of the Plan, the Trust and the Employer, to such Participant and beneficiaries.

### **Section 5.05. Death of Participant.**

(a) In the event of a Participant's death, neither the Participant nor any beneficiary of the Participant shall be entitled to any benefit under the Plan except as follows:

(1) If the Participant dies on or after his Annuity Starting Date, his joint annuitant, if any, shall be entitled to the survivor annuity or benefit under the form of distribution in effect on the date of the Participant's death.

(2) If the Participant dies before his Annuity Starting Date, his Beneficiary shall be paid a single sum amount equal to the Participant's Account balance as soon as administratively feasible after the Participant's death or such other form of benefit provided for under the Contract, provided that such distribution complies with the requirements of Section 5.09.

(b) If the Participant is married on the date of his death, his surviving Spouse shall be his Beneficiary. If the Participant is not married on the date of his death, the person or persons that he has designated as his Beneficiary on an Applicable Form shall be his Beneficiary, provided, however, if the Participant has not designated such a Beneficiary or if all designated Beneficiaries pre-decease him, his Beneficiary shall be his estate.

**Section 5.06. Notification of Retirement Date and Address.** As soon as possible before his Annuity Starting Date, a Participant shall certify his wish to commence distribution and his current mailing address in writing to the Administrator or its designee. Failure of the Participant to provide such certification shall not forfeit his right, if any, to any benefit hereunder, but, if it is administratively justified, it may result in the Administrator or its designee postponing the commencement of benefit payments, and no interest shall be paid on account of such postponement. If the mailing address of any person entitled to receive benefits hereunder is not known by the Administrator or its designee, it shall be the duty of any such person to inform the Administrator or its designee of his/her current mailing address and any subsequent changes thereto. The Participant is responsible for informing the Administrator or its designee of any change in his address. All notices to any person from the Administrator or its designee may be sent to the last address filed by the Participant with the Administrator or its designee. Neither the Administrator nor its designee has any further obligation in the event such notice is not received by such person.

**Section 5.07. Payments at Direction of Administrator.** Benefits payable under the Plan shall be paid at the direction of the Administrator or its designee in accordance with the terms of the Plan. There is no obligation of the Plan, Trust, or Employer to pay any such benefits except out of the assets of the Plan.

**Section 5.08. Persons Under Legal Disability.** If the Administrator is advised in writing that any benefit is payable to a minor or other person under legal disability, the Administrator or its designee may direct that such payments be made to the legal guardian of such person or to such other person or organization as a court of competent jurisdiction may direct in full satisfaction of any payment due under the Plan.

**Section 5.09. Limitations on Distributions.** Notwithstanding any provision in the Plan to the contrary, any distribution under the Plan shall be made in accordance with Code Section 401(a)(9) and regulations sections 1.401(a)(9)-2 through 1.401(a)(9)-9 and the incidental death benefit requirements under Code Section 401(a)(9)(G). The distribution of the entire interest of the Participant under the Plan shall commence at his Normal Retirement Date or Late Retirement

Date, or, if later, by April 1 of the calendar year following the calendar year in which such Participant retires and in accordance with the applicable requirements of Code Section 401(a)(9).

#### **Section 5.10. Eligible Rollover Distributions.**

(a) Notwithstanding any provision of the Plan to the contrary that would otherwise limit the election of a Distributee under this Section, a Distributee may elect, at the time and in the manner prescribed by the Administrator or its designee, to have any portion of an Eligible Rollover Distribution paid directly to an Eligible Retirement Plan specified by the Distributee in a Direct Rollover.

(b) The following definitions shall apply to this Section:

(1) 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: (i) 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 designated beneficiary of the Distributee, or for a specified period of ten (10) years or more; (ii) any distribution to the extent such distribution is required under Code Section 401(a)(9); or (iii) that is made upon the hardship of the Participant. A portion of a distribution does not fail to be an eligible rollover distribution merely because it consists of after-tax employee contributions that are not includible in gross income. However, such portion may be transferred only to an individual retirement account or annuity described in Code Section 408(a) or (b), or to a qualified plan described in Code Section 401(a) or 403(a), or to an annuity contract described in Code Section 403(b), provided such plan or contract agrees to separately account for amounts so transferred (and earnings thereon), 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.

(2) An "Eligible Retirement Plan" is an individual retirement account described in Code Section 408(a), a Roth individual retirement account described in Code Section 408A, an individual retirement annuity described in Code Section 408(b), an annuity plan described in Code Section 403(a), or a qualified trust described in Code Section 401(a), that accepts the Eligible Rollover Distribution of the Distributee. An Eligible Retirement Plan shall also mean an annuity contract described in Code Section 403(b) and an eligible plan under Code Section 457(b) 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 relations order, as defined in Code Section 414(p). With respect to a non-spouse Beneficiary, Eligible Retirement Plan means an individual retirement account, a Roth individual retirement account or an individual retirement annuity established for purposes of receiving a distribution on behalf of the

designated beneficiary as an inherited individual retirement account or individual retirement annuity within the meaning of Code Section 408(d)(3)(C).

(3) A "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.

(4) A "Direct Rollover" is a payment by the Plan to the eligible retirement plan specified by the Distributee.

(c) Not fewer than thirty (30) days nor more than one-hundred-eighty (180) days before a Participant's Annuity Starting Date, the Administrator or its designee shall provide the Participant with the written explanation required by Code Section 402(f), if applicable, including an explanation of the rules: (i) under which a Distributee may elect to have an Eligible Rollover Distribution paid in a Direct Rollover to an Eligible Retirement Plan; (ii) 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; (iii) 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 (iv) if applicable, certain special rules regarding taxation of the distribution as described in Code Section 402(d) and (e).

(d) The Distributee may designate only one (1) Eligible Retirement Plan to receive a Direct Rollover of all or a portion of the Eligible Rollover Distribution to be made. The portion of the Eligible Rollover Distribution to be paid in a Direct Rollover must be not less than the lesser of Five Hundred Dollars (\$500) or the entire Eligible Rollover Distribution.

(e) If the Distributee fails to elect affirmatively or decline the Direct Rollover payment option before the Annuity Starting Date, the Administrator or its designee shall instruct the Trustee to make the distribution assuming the Distributee elected not to take a Direct Rollover. A distribution shall not be made pursuant to the default procedure described in the preceding sentence, unless the Participant received proper notice regarding the direct rollover payment option at least thirty (30) days before the date of the distribution.

(f) The Administrator or its designee shall prescribe procedures as allowed by the regulations to implement the provisions of this Section.

## ARTICLE VI LIMITATIONS ON BENEFITS

### **Section 6.01. Maximum Annual Benefit.**

(a) The limitations of Code Section 415(b) shall apply to the Plan. For this purpose:

(1) The "applicable mortality table" means the mortality table based on the prevailing standard table specified by the Commissioner (described in Code Section 807(d)(5)(A)) used to determine reserves for group annuity contracts issued on the date as of which the actuarial equivalent amount is being determined (without regard to any

other subparagraph of Code Section 807(d)(5)), as prescribed by the Internal Revenue Service. The applicable mortality table is the table prescribed in Rev. Rul. 2007-67; provided, however, any new mortality table prescribed by the Internal Revenue Service shall become effective under the Plan as of the last day on which the Plan is required to adopt such table, unless an earlier date is adopted hereunder.

(2) The "defined benefit dollar limitation" is Two Hundred Thousand Dollars for 2012, as increased by the Cost of Living Adjustment thereafter, and payable in the form of a straight life annuity. This adjusted limitation shall apply to each Plan Year.

(3) The "maximum permissible benefit" is the defined benefit dollar limitation adjusted where required, as provided in (A) and, if applicable, in (B), (C), or (D) below.

(A) If the Participant has fewer than ten (10) years of participation in the Plan, the defined benefit dollar limitation shall be multiplied by a fraction, (i) the numerator of which is the number of years (or part thereof) of participation in the Plan and (ii) the denominator of which is ten (10).

(B) If the benefit of the Participant begins prior to age sixty-two (62), the defined benefit dollar limitation applicable to the Participant at such earlier age is an annual benefit payable in the form of a straight life annuity beginning at the earlier age that is the actuarial equivalent of the defined benefit dollar limitation applicable to the Participant at age sixty-two (62) (adjusted under (A) above, if required). To determine the defined benefit dollar limitation for an age prior to age sixty (62), the defined benefit dollar limitation shall be adjusted by using the applicable mortality table and an interest rate not less than the greater of (i) 5% or (ii) the rate specified in the Plan. Any decrease in the defined benefit dollar limitation determined in accordance with this (B) shall not reflect a mortality decrement if benefits are not forfeited upon the death of the Participant. If any benefits are forfeited upon death, the full mortality decrement is taken into account.

(C) If the benefit of the Participant begins after the Participant attains age sixty-five (65), the defined benefit dollar limitation applicable to the Participant at the later age is the annual benefit payable in the form of a straight life annuity beginning at the later age that is actuarially equivalent to the defined benefit dollar limitation applicable to the Participant at age sixty-five (65) (adjusted under (A) above, if required). To determine the defined benefit dollar limitation for an age later than age sixty-five (65), the defined benefit dollar limitation shall be adjusted by using the applicable mortality table and an interest rate not greater than the lesser of (i) 5% or (ii) the rate specified in the Plan. For these purposes, mortality between age sixty-five (65) and the age at which benefits commence shall be ignored.

(D) If the retirement income benefit under the Plan is payable in a form of benefit that would otherwise be subject to 417(e)(3) if the Plan were not a governmental plan, the defined benefit dollar limitation shall be adjusted by using

the applicable mortality table and an interest rate not less than the greatest of (1) the interest rate under the Plan, (2) the rate that provides a benefit of not more than 105 percent of the benefit that would be provided if the applicable interest rate (as defined in Code Section 417(e)(3)) were the interest rate assumption or (3) five and one-half percent (5½ %) interest.

(b) For purposes of this Section, all defined benefit plans of the Employer, whether or not terminated, are to be treated as a single defined benefit plan, and all defined contribution plans of the Employer are to be treated as a single defined contribution plan.

(c) The Employer and all Affiliated Employers shall be considered as a single employer for purposes of applying the limitations of this Article VI.

(d) For purposes of this Article VI, the limitation year for any qualified plan of the Employer shall be the Plan Year.

## **ARTICLE VII FUNDING OF PLAN AND PAYMENT OF COSTS**

**Section 7.01. Funds.** All contributions under the Plan shall be paid or transferred to the Trustee to be held, managed, invested and distributed by the Trustee in accordance with the provisions of the Plan and Trust. All benefits under the Plan shall be distributed solely from the Trust Fund and the Employer shall have no liability therefore other than the obligation to make contributions to the Plan as provided in Section 7.02.

**Section 7.02. Employer Contributions.** As of the date on which a Principal Credit is to be made under the Plan or as soon as administratively feasible thereafter, the Administrator shall make a contribution to the Plan equal to the Principal Credit. All expenses incident to the operation and management of this Plan shall be paid by the Trustee out of the Trust Fund. The Employer shall have no further obligation to make any contributions to the Plan on or after the Plan's termination date, as established pursuant to Article IX of the Plan.

## **ARTICLE VIII ADMINISTRATION OF THE PLAN**

**Section 8.01. Administrator.** The Employer is the Plan Administrator, and shall act through action of the Board, except as the Board's authority to act is delegated as provided in Section 8.03. The Administrator shall have authority to control and manage the operation and administration 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 8.02. Powers of the Administrator.** Except as may be otherwise specifically provided in the Plan, the Administrator shall have the discretionary 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 8.03. Delegation by Administrator.** The Administrator may delegate one or more specified duties or responsibilities under the Plan to one or more other persons in writing, and may revoke such delegated authority at any time without cause or advance notice.

**Section 8.04. Advice to Administrator.** The Administrator may employ or contract with one or more persons to render legal or other advice with regard to its duties, responsibilities and authority under the Plan, the cost of which may be paid pursuant to Section 8.09.

**Section 8.05. 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 8.06. Limitation on Recovery.** A Participant and any beneficiary may not seek recovery against the Board, Employer, Administrator or Trustee, or any employee, contractor, or agent of the Board, Employer, Administrator or Trustee, 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 8.07. Benefit Payments.** The Administrator, or its designee, 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, or its designee, 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, or its designee, 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 8.08. 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, or its designee, is returned unclaimed, the Trustee shall notify the Administrator and shall discontinue further payments to such payee until it receives further instructions from the Administrator, subject to any applicable Unclaimed Property Act provisions.

**Section 8.09. Payment of Expenses.** All expenses and costs associated with the administration and investments of the Plan shall be paid from the Trust Fund.

## ARTICLE IX TERMINATION OF PLAN

**Section 9.01. Termination of Plan.** The Employer may terminate the Plan in whole or in part by action of its Board at any time effective as of the Plan's termination date, as determined by the Board in its sole and final discretion. Subject only to Section 4.02, termination of the Plan shall not reduce the Participant's Accrued Retirement Benefit.

**Section 9.02. Allocation of Assets on Termination.** On termination of the Plan, accruals of benefits by the Participant shall cease as of the Plan termination date. The Administrator or its designee, after all expenses of the Plan have been paid or provision has been made therefore, shall distribute a nontransferable annuity or make a lump sum payment or payments for the benefit of the Participant and any beneficiaries with respect to the Accrued Retirement Benefit of the Participant and any beneficiaries, to the extent funded. The distribution of any annuity or lump sum payment or any combination of such distributions and payments of all Trust Fund assets to the Participant or his beneficiaries, if any, shall be in full satisfaction of any and all obligations of the Plan, the Trust and the Employer, to such Participant and beneficiaries.

## ARTICLE X AMENDMENT PROCEDURE

**Section 10.01. Amendment for Qualification of Plan.** It is the intent of the Employer 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 Employer. The Employer may make any modification, alterations or amendments to the Plan necessary to obtain and retain approval of the Secretary of Treasury or his delegate as may be necessary to establish and maintain the status of the Plan as qualified under the provisions of the Code or other federal legislation, as now in effect or hereafter enacted, and the regulations issued thereunder. Any modification, alteration or amendment of the Plan, made in accordance with this Section, may be made retroactively, if necessary or appropriate. A certified copy of the resolution of Employer making any amendment shall be delivered to the Trustee, and the Plan shall be amended in the manner and effective as of the date set forth in such resolution, and the Employer, the Participant and his beneficiaries, and all others having any interest under this Plan shall be bound thereby.

**Section 10.02. Plan Amendments.** The Employer reserves the right, in its sole and final discretion, by action of its Board, to approve any amendment or modification of the Plan; provided, however, that no such amendment shall reduce the Participant's Accrued Retirement Benefit, except to the extent consistent with changes to the qualification requirements under Code Section 401(a). By resolution, the Board may delegate its authority to make Plan amendments or modifications to the Administrator. A certified copy of any resolution of the Board or the Administrator, if authorized, making a Plan amendment shall be delivered to the Trustee. The Plan shall be amended in the manner and effective as of the date set forth in such resolution, and the Employer, Board, Administrator, Trustee, and the Eligible Employee, Participant, beneficiary, insurance company and any others having or claiming to have any interest under this Plan shall be bound thereby.

## ARTICLE XI

### NON-ALIENATION OF BENEFITS AND DOMESTIC RELATIONS ORDERS

#### Section 11.01. Non-alienation of Benefits.

(a) Except as provided in Subsection (b) or (c), no benefit under the Plan, prior to actual receipt thereof by the Participant or a beneficiary, shall be subject to 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.

(b) The benefits of the Participant shall be paid to an "Alternate Payee" as defined in Code Section 414(p) pursuant to the applicable requirements of any "Qualified Domestic Relations Order." "Qualified Domestic Relations Order" means a domestic relations order which creates or recognizes the existence of, or assigns to an Alternate Payee, a right to receive all or a portion of the benefits payable to the Participant under the Plan and which satisfies the following:

(1) The domestic relations order must be a court order, judgment or decree, including a property settlement agreement incorporated in such an order, judgment or decree by a court of competent jurisdiction.

(2) The domestic relations order (A) must relate to the provision of child support, alimony payment, or marital property rights to an Alternate Payee, and (B) be made pursuant to a State domestic relations law (including community property laws).

(3) The domestic relations order must clearly specify (A) the name and last known address, if any, of the Participant and the name and mailing address of each Alternate Payee covered by the domestic relations order; (B) the amount or percentage of the Accrued Retirement Benefit of the Participant to be paid by the Plan to each Alternate Payee, or the manner in which such amount or percentage is to be determined; (C) the number of payments or period time to which such domestic relations order applies; and (D) the name of the Plan to which the domestic relations order applies.

(4) The domestic relations order cannot require that the Plan (A) provide any type or form of benefit, or any option, not otherwise provided under the Plan; or (B) provide increased benefits (determined on the basis of actuarial value); or (C) provide for the payment of benefits to an Alternate Payee which are required to be paid to another Alternate Payee under another domestic relations order previously determined under the Plan to be a Qualified Domestic Relations Order.

(5) Notwithstanding any other provision of the Plan, the Plan may make a distribution to an Alternate Payee pursuant to a Qualified Domestic Relations Order prior to the date the Participant attains his earliest retirement age, as defined in Code Section 414(p)(4)(B) only if the following conditions are satisfied: (A) the payment of benefits is as if the Participant is to actually retire on the date on which such payments are ordered to begin; and (B) the payment of benefits is in a form in which such benefits may be paid

under the Plan to the Participant (other than in the form of a Joint and Survivor Annuity with respect to the Alternate Payee and spouse).

(6) "Earliest retirement age" means the earlier of (A) the date on which the Participant is entitled to a distribution under the Plan; or (B) the later of age fifty (50) or the earliest date the Participant could begin receiving benefits under the Plan if he terminated employment.

(7) The domestic relations order may require that the former spouse of the Participant be treated as the surviving spouse with respect to any survivor benefits payable under the Plan pursuant to the domestic relations order, if the Participant dies.

(c) The benefits of the Participant may be reduced to satisfy the Participant's liability to the Plan due to (i) the Participant's conviction of a crime involving the Plan, or (ii) a judgment, order, decree, or settlement agreement that expressly provides for offset of all or part of the amount ordered or required to be paid to the Plan against the Participant's benefits provided under the Plan.

(d) Notwithstanding any other provision of the Plan, any benefit payable to the Participant or a beneficiary of the Participant shall be reduced by any benefit paid or payable from the benefits of the Participant under the Plan pursuant to Subsection (b) or (c). The Administrator or its designee, in its sole discretion, may direct the Trustee to separately account for any benefit payable pursuant to Subsection (b) or (c).

#### **Section 11.02. Procedures Regarding Domestic Relations Orders.**

(a) If the Plan receives any order which may be a Qualified Domestic Relations Order, the Administrator or its designee shall:

(1) promptly notify the Participant and any prospective Alternate Payee of (i) the receipt of such order, and (ii) the procedures under the Plan for determining whether such order is a Qualified Domestic Relations Order; and

(2) within a reasonable period after receipt of such order, determine whether such order is a Qualified Domestic Relations Order and notify the Participant and each Alternate Payee of such decision.

(b) The Administrator or its designee shall establish reasonable procedures to determine whether any order is a Qualified Domestic Relations Order and to administer the distribution of benefits with respect to such orders. The procedures shall (i) be in writing, (ii) provide prompt notice of such procedures to each person specified in the order as entitled to the payment of benefits, at the address specified in the order, and (iii) permit an Alternate Payee to designate a representative for receipt of copies of notices that are sent to Alternate Payees with respect to a Qualified Domestic Relations Order.

(c) During any period of time in which the issue of whether an order is a Qualified Domestic Relations Order is being determined by the Administrator or its designee, a court of competent jurisdiction, or otherwise, the Administrator or its designee shall provide the Trustee

with written direction to separately account under the Trust for the amounts, if any, which would be payable to an Alternate Payee during such period if such order is determined to be a Qualified Domestic Relations Order. If within the eighteen (18) month period beginning on the date on which the first payment would be required to be made under the order, the order, or modification thereof, is determined to be a Qualified Domestic Relations Order, the Plan shall pay such separately accounted amounts, plus any interest thereon, to the Alternate Payee or Payees entitled thereto. If within the eighteen (18) month period the order is determined to not be a Qualified Domestic Relations Order, or if such issue has not been resolved, the Administrator or its designee shall direct the Trustee to pay such separately accounted amounts, plus any interest thereon, to the Participant or beneficiary entitled to such amounts as if there had been no order. Any determination that an order is a Qualified Domestic Relations Order after the close of the eighteen (18) month period shall have only prospective application. Notwithstanding the preceding provisions, the Administrator or its designee, in its sole discretion, may delay payment of any amounts payable under the Plan to the Participant (i) to the end of said eighteen (18) month period, if an order is found to be defective within said eighteen (18) month period and the Administrator or its designee has notice that the parties with respect to the order are attempting to rectify any defects in the order, or (ii) for a reasonable period of time, if the Administrator or its designee receives notice that an order which may be a Qualified Domestic Relations Order is being sought with respect to the Participant; provided, however, for these purposes, a court stay to the Administrator or its designee during the time an appeal is pending is notice that the parties with respect to an order are attempting to cure any defects in an order, and the Administrator or its designee shall honor a restraining order prohibiting the disposition of any amounts with respect to the Participant pending resolution of a dispute with respect to an order which may be a Qualified Domestic Relations Order.

**Section 11.03. Surviving Spouse.** To the extent so provided in any Qualified Domestic Relations Order, the former spouse of the Participant shall be treated as the surviving spouse of the Participant under the Plan and the spouse of the Participant shall not be treated as a surviving spouse of the Participant for such purposes.

## ARTICLE XII CLAIMS PROCEDURE

**Section 12.01. 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 conduct 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 12.02. Reliance.** If the Administrator or any other person 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 12.03. 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 XIII MISCELLANEOUS**

**Section 13.01. Non-Diversion.** The assets of the Plan shall never inure to the benefit of the Employer and shall be held for the exclusive purpose of providing benefits to the Participant and beneficiaries and defraying reasonable expenses of administering the Plan.

(a) In the case of a contribution which is made by the Employer under a mistake of fact, such contribution shall be returned to Employer, upon demand, within one year after the payment of the contribution; and

(b) Contributions by the Employer are conditioned on the initial qualification of the Plan, and if the Plan does not so qualify initially, then such contributions shall be returned to the Employer, upon demand, within one year after the date of denial of qualification of the Plan.

**Section 13.02. Merger, Consolidation of Plans, Transfer of Plan Assets, or Assumption of Plan by Successor Employer.** In the case of any merger or consolidation with, or transfer of assets or liabilities to, any other plan, or the assumption of the Plan by a successor employer, the Participant in the Plan 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 13.03. Limitation of Rights and Obligations.** Neither the establishment nor maintenance of the Plan nor any amendment thereof, nor the purchase of any annuity 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 Board, Employer, 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 Employer or any Eligible 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.

**Section 13.04. Qualified Military Service.** Notwithstanding any provisions of this Plan to the contrary, contributions, benefits, and service credit with respect to qualified military service will be provided in accordance with Code Section 414(u). Further, if the Participant dies while performing qualified military service, his Beneficiary shall be entitled to receive any additional benefit provided under the Plan to which the Participant would have been entitled had he resumed employment with the Employer and then died.

**Section 13.05. Counterparts.** This Plan may be executed in any number of counterparts, each of which shall be deemed to be an original. All the counterparts shall constitute but one and the same instrument and shall be sufficiently evidenced by any one counterpart.

**IN WITNESS WHEREOF,** the Employer has caused this Plan to be established as of the date and year first above written.

**BOISE STATE UNIVERSITY**

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**APPENDIX A  
ELIGIBLE EMPLOYEES**

1. Chris Petersen, Head Men's Football Coach, effective February 1, 2012.



**BUSINESS AFFAIRS AND HUMAN RESOURCES**  
**APRIL 19, 2012**

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**SUBJECT**

Compensation Adjustments for Agency Heads of the State Board of Education

**APPLICABLE STATUTES, RULE OR POLICY**

Idaho State Board of Education Governing Policies & Procedures, Section I.E.2.

**BACKGROUND / DISCUSSION**

The Division of Financial Management (DFM) issued a guidance memo on salary increases dated March 20, 2012. The memo provides that agencies with sufficient personnel costs funds in the current fiscal year, with approval from DFM, may choose to implement the 2% CEC (change in employee compensation) early. Agencies may also provide employees with additional rewards such as lump sum bonuses.

Ann Stephens has served the State Board for Professional-Technical Education in an exemplary fashion as administrator and several other key positions over the past 29 years. Her administration has dealt with a particularly difficult time in which she has maintained direct services through reducing administrative overhead and improving efficiencies. This past year the agency completed and submitted a major Coalition for Transition to Teaching (C3T) grant, funded a pilot bridge ABE program at NIC, identified resources to assist CWI with program relocation, and worked with the State Board office to share technology services. She has invested a significant amount of personal resources into the Division and has dedicated her professional life to student success in professional-technical programs. Since starting as administrator, she has not received a salary adjustment, due to the difficult financial times, in spite of exemplary evaluations.

DFM has approved the Office of the State Board of Education's plan for an early implementation of the 2% CEC and one-time merit increases for its permanent, full-time employees. Pursuant to Board policy I.E.2.e., the Board must approve any salary adjustment for the Executive Director.

DFM has also approved the Division of Vocational Rehabilitation compensation plan for an early implementation of the 2% CEC. Pursuant to Board policy I.E.2.e., the Board must approve any salary adjustment for the Administrator.

**IMPACT**

The Legislature approved a 2% CEC for all classified and nonclassified permanent performing employees for FY 2013. Agencies have the discretion to make compensation adjustments in FY 2012, as funding provides.

**STAFF COMMENTS AND RECOMMENDATIONS**

Staff recommends approval.

**BUSINESS AFFAIRS AND HUMAN RESOURCES**  
**APRIL 19, 2012**

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**BOARD ACTION**

I move to approve a one-time bonus for Ann Stephens as Administrator of the Division of Professional-Technical Education in the amount of \$1,925, effective FY 2012.

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

I move to approve a one-time bonus for Mike Rush as Executive Director of the Idaho State Board of Education in the amount of \$1,260 effective FY 2012, and early implementation of a 2% increase in annual salary for FY 2013, at an hourly rate of \$53.95 (annual salary of \$112,216) effective March 18, 2012.

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

I move to approve an early implementation of 2% increase in annual salary for Don Alveshire as Administrator of the Division of Vocational Rehabilitation for FY 2013, at an hourly rate of \$46.59 (annual salary of \$96,907) effective April 15, 2012.

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

**BUSINESS AFFAIRS AND HUMAN RESOURCES**  
**APRIL 19, 2012**

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**UNIVERSITY OF IDAHO**

**SUBJECT**

University of Idaho request for approval of the settlement agreement discussed in executive session

**APPLICABLE STATUTE, RULE, OR POLICY**

Idaho State Board of Education Governing Policies & Procedures, Section V.W.3. Idaho Code Sections 67-2345(d) and (f).

**BACKGROUND/DISCUSSION**

University of Idaho requests approval of the litigation settlement agreement consistent with the terms discussed in executive session.

**IMPACT**

Approval of the settlement will bring finality to the matter.

**STAFF COMMENTS AND RECOMMENDATIONS**

Staff recommends approval.

**BOARD ACTION**

A motion to approve the settlement considered by the Board in executive session and to authorize University of Idaho to sign all necessary settlement documents.

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

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**BUSINESS AFFAIRS AND HUMAN RESOURCES**  
**APRIL 19, 2012**

<b>TAB</b>	<b>DESCRIPTION</b>	<b>ACTION</b>
<b>4</b>	<b>FY 2014 BUDGET GUIDELINES – Line Items</b>	Motion to approve
<b>FY 2013 APPROPRIATIONS</b>		
<b>5</b>	a. Information - Institutions & Agencies b. College & Universities c. Community Colleges d. Professional-Technical Education e. Promise A Scholarship f. Promise B Scholarship g. Opportunity Scholarship	Motion to approve
<b>6</b>	<b>AMENDMENT TO BOARD POLICY</b> Section V.R.3.a.iv. – Professional Fees – First Reading	Motion to approve
<b>7</b>	<b>AMENDMENT TO BOARD POLICY</b> Section V.R.3.a.v. – Self-Support Certificate and Program Fees – First Reading	Motion to approve
<b>8</b>	<b>BOISE STATE UNIVERSITY</b> Multi-Sport Product and Apparel Supply Contract with NIKE, Inc.	Motion to approve
<b>9</b>	<b>UNIVERSITY of IDAHO</b> Multi-Year Research & Marketing Agreement with Limagrain Cereal Seeds LLC	Information item
<b>10</b>	<b>UNIVERSITY of IDAHO</b> Capital Project Update - Integrated Research & Innovations Center	Information item

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**BUSINESS AFFAIRS AND HUMAN RESOURCES**  
**APRIL 19, 2012**

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**SUBJECT**

Discussion of FY 2014 Budget Request Process (Line Items)

**APPLICABLE STATUTE, RULE, OR POLICY**

Idaho State Board of Education Governing Policies & Procedures Policy, Section V.B.1.

**BACKGROUND/ DISCUSSION**

Board-approved budget requests for FY 2014 must be submitted to the executive and legislative branches [Division of Financial Management (DFM) and Legislative Services Office (LSO)] on September 4, 2012. To meet this deadline, the Board has established a process for developing agency and institutional requests that will be finalized at the June 2012 Board meeting. Budget requests are developed in two parts as directed by the DFM Budget Development Manual: maintenance of current operations (MCO) items and line items.

MCO requests are calculated using state budget guidelines and Board policy. The Board's budget request guidelines have historically focused upon the development of line item requests, capital budget requests, special one-time requests (if any), and the timeframe for presenting and approving these requests.

An MCO request includes funding for Change in Employee Compensation (CEC) or other personnel cost increases, inflationary increases for operating expenses (including utilities), and central state agency cost areas (Treasurer, Controller, etc.). These items are calculated using rates established by DFM. Other MCO items include external non-discretionary adjustments such as enrollment workload adjustment (EWA) and health education contract adjustments.

An MCO budget is considered the minimum to maintain operations while line items are funded for new or expanded programs, occupancy costs, and other initiatives deemed important by the Board, institution/agency, Legislature or governor.

The capital building budget request is a separate process with funding provided by the Permanent Building Fund. Agencies and institutions seek funding for major capital projects and major maintenance projects through that process.

**STAFF COMMENTS AND RECOMMENDATIONS**

Under current economic conditions, it is estimated that state funding will continue to grow at a slow pace. While the increase in FY 2013 state appropriations was very helpful, a true MCO budget which fully funds CEC, health benefits, inflation, replacement capital and EWA would be a significant step in reinvesting in higher education. Staff also recommends the following line item categories for the college and universities:

- Complete College Idaho initiatives (including performance-based funding)
- research initiatives

**BUSINESS AFFAIRS AND HUMAN RESOURCES**  
**APRIL 19, 2012**

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- occupancy costs
- unfunded EWA

Complete College Idaho

The Complete College Idaho plan identifies the following key strategies to help attain the Board's 60% goal:

- Transform Remediation – Secondary/Postsecondary Students
  - ❖ Provide needed alignment through the Common Core State Standards, which are built upon workforce and college-readiness expectations.
  - ❖ Develop a statewide framework for transformational models of remedial placement and support.
  - ❖ Develop strategies and goals to improve remediation.
- Demystify College – Postsecondary Students
  - ❖ Implement systemic advising linking education to careers.
  - ❖ Develop a state-level web portal to provide clear information about pathways to degrees and certificates.
  - ❖ Develop strong, guaranteed statewide articulation and credit transfer policies to provide postsecondary options for students and families.
  - ❖ Develop accelerated certificate and degree packages to reduce time to completion.
  - ❖ Employ statewide faculty leaders to develop continuous improvement strategies that promote student success.
  - ❖ Develop options for adult reintegration into postsecondary programs to concentrate on the large number of Idahoans that are near completion.
  - ❖ Develop community college options for cost effective delivery of postsecondary education in Eastern Idaho.
- Structure for Success – Postsecondary Students
  - ❖ Develop accelerated certificate and degree packages to reduce time to completion.
  - ❖ Employ statewide faculty leaders to develop continuous improvement strategies that promote student success.
  - ❖ Develop options for adult reintegration into postsecondary programs to concentrate on the large number of Idahoans that are near completion.
  - ❖ Develop community college options for cost effective delivery of postsecondary education in Eastern Idaho.



**BUSINESS AFFAIRS AND HUMAN RESOURCES**  
**APRIL 19, 2012**

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- Reward Progress and Completion – Institutions
  - ❖ Generate reports from the statewide student longitudinal data system that will drive decision making by identifying progress and needs for improvement.
  - ❖ Implement performance funding to incentivize completion and attainment.

These key strategies provide a number of categories or initiatives under which institutions could develop line items to advance the 60% Goal. The performance-based funding initiative (PBFi) will be a critical component of these key strategies. How PBFi will be funded is yet to be determined, but the funding level must be meaningful to drive behavior and the fund source stable.

Research Initiatives

The ongoing funding for CAES and IGEM beginning in FY 2013 represents a significant state investment in applied research. The institutions may request funding targeted at collaborative and viable research projects with potential for a strong return on investment in the form of economic development.

Occupancy Costs

For FY 2013 the Legislature provided almost \$2.4M in ongoing funding for 10 of the 14 eligible facilities. This represents one of the single largest appropriations for occupancy costs in recent history. Nevertheless, there still remain several partially unfunded facilities, and at least one new facility will be coming online in FY 2013.

Unfunded EWA

\$6.6M in ongoing General Funds was appropriated for EWA for FY13. This funding is critical in order to keep pace with costs associated with enrollment growth. There remains over \$17M in prior-year unfunded EWA. As a result of not funding enrollment growth, Idaho's public investment per student is at a 25 year low.

(Note: Another possible funding request might be to target equity among the institutions. However, since the concept of "funding equity" is undefined, Board staff and the institutions are working on developing a definition of the standard(s) for equitable funding, which can be adopted by the Board. The goal is to have this work completed in time for the Board's June 2012 meeting.)

Finally, no state General Funds were provided for Opportunity Scholarship awards for FY 2013. The only funding available for Opportunity Scholarships will be from the corpus and interest earnings. Staff recommends a line item request of \$1,000,000 in ongoing General Funds for scholarship awards.

**BUSINESS AFFAIRS AND HUMAN RESOURCES**  
**APRIL 19, 2012**

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The information included in the final budget request must include supporting documentation enough to enable the Board, Division of Financial Management, and the Legislative Budget Office to make an informed decision.

**BOARD ACTION**

A motion to direct the college and universities to use the following categories to develop FY 2014 Line Item budget requests:

1. Complete College Idaho (CCI) initiatives
2. Research Initiatives
3. Occupancy Costs
4. Unfunded EWA

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

A motion to direct Board staff to develop the FY 2014 Scholarships and Grants Line Item budget request to include the Opportunity Scholarship.

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

**BUSINESS AFFAIRS AND HUMAN RESOURCES**  
**APRIL 19, 2012**

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**SUBJECT**

FY 2013 Appropriation Information – Institutions and Agencies of the State Board of Education

**APPLICABLE STATUTE, RULE, OR POLICY**

Idaho State Board of Education Governing Policies & Procedures, Section V.B.  
Various Legislative Appropriation Bills

**BACKGROUND/ DISCUSSION**

The 2012 Legislature has passed appropriation bills for the agencies and institutions of the Board.

The table on tab 5a page 3 lists the FY 2013 appropriation bills related to the State Board of Education.

**IMPACT**

Appropriation bills provide spending authority for the agencies and institutions of the State Board of Education allowing them to offer programs and services to Idaho's citizens.

**ATTACHMENTS**

Attachment 1 – FY 2013 Appropriations List

Page 3

**STAFF COMMENTS**

Staff comments and recommendations are included for each specific institution and agency allocation.

**BOARD ACTION**

Motions are included for each specific institution and agency allocation.

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**BUSINESS AFFAIRS AND HUMAN RESOURCES**  
**APRIL 19, 2012**

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**ATTACHMENT 1**

**State Board of Education**  
**FY 2013 Appropriations of Interest to Institutions and Agencies**

	<b>General Fund</b>	<b>% Δ From FY 2012</b>	<b>Total Fund</b>
College and Universities	\$227,950,500	8.6%	\$446,362,200
Community Colleges	27,749,900	20.5%	28,349,900
Agricultural Research & Extension Service	23,604,100	4.6%	23,654,100
Health Education Programs	10,119,300	1.2%	10,925,200
Special Programs	8,712,500	0.9%	10,029,700

**Agencies**

Office of the State Board of Education	2,160,500	2.4%	4,508,300
Professional-Technical Education	48,259,600	3.8%	58,074,200
Public Broadcasting System	1,587,000	15.3%	2,552,700
Vocational Rehabilitation, Division	7,503,000	10.4%	25,277,700
State Department of Education	8,270,600	14.1%	46,389,900

**Statewide Issues**

Permanent Building Fund	major capital projects; alteration and repair projects
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## BUSINESS AFFAIRS AND HUMAN RESOURCES

APRIL 18-19, 2012

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### SUBJECT

FY 2013 College and Universities Appropriation Allocation

### APPLICABLE STATUTE, RULE, OR POLICY

Idaho State Board of Education Governing Policies & Procedures, Sections V.C.1.d. and V.S.

House Bill 659 (2012)

### BACKGROUND/DISCUSSION

The legislature appropriates to the State Board of Education and the Board of Regents monies for the general education programs at Boise State University, Idaho State University, University of Idaho, Lewis-Clark State College, and system-wide needs. The Board allocates the lump-sum appropriation to the four institutions based on legislative intent and Board Policy, Section V.S.

According to Board policy, the allocation is made in the following order: 1) each institution shall be allocated its prior year base; 2) funds for the Enrollment Workload Adjustment; 3) funds for new occupancy costs; 4) funding of special allocations; and 5) a general allocation based on proportionate share to total budget request.

### IMPACT

This action allocates the FY 2013 College and Universities lump-sum appropriation to the institutions for general education programs, and system-wide needs. The funds allocated along with revenue generated from potential fee increases will establish the operating budgets for the general education program for FY 2013. The FY 2013 Allocation, shown on page 3, consists of the lump-sum appropriation. The FY 2013 appropriation includes ongoing base funding for health insurance increases, a 2% increase in employee compensation, Enrollment Workload Adjustment (EWA), and occupancy costs. Also included is \$2M in ongoing General Funds for the IGEM initiative.

### ATTACHMENTS

Attachment 1 - C&U FY 2013 Appropriation Allocation

Page 3

Attachment 2 - Appropriation bill (H659)

Page 5

Attachment 3 - Statement of Purpose/Fiscal Note

Page 9

### STAFF COMMENTS

Staff recommends approval of the FY 2013 College and Universities allocation.

### BOARD ACTION

I move to approve the allocation of the FY 2013 appropriation for Boise State University, Idaho State University, University of Idaho, Lewis-Clark State College, and system-wide needs, as presented on Page 3.

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

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**FY 2013 College and University Allocation**  
**Based on JFAC Action**  
February 28, 2012

1	<b>Appropriation:</b>	<b>FY12 Appr</b>	<b>FY13 Appr</b>	<b>% Chge</b>	<b>Sys Needs:</b>	<b>FY12 Appr</b>	<b>FY13 Appr</b>
2	<b>General Educ Approp: Bill No. HB659</b>				HERC	1,435,500	1,435,500
3	General Account	209,828,300	227,950,500	8.64%	Innovation	942,600	942,600
4	Endowment Funds	9,616,600	9,927,400	3.23%	Sys Nds	140,000	140,000
5	ARRA Funds	0	0		IGEM		2,000,000
6	Total Gen Acct & Endow Funds	219,444,900	237,877,900	8.40%	Total	2,518,100	4,518,100
7	Student Fees/Misc Revenue	177,262,700	208,484,300	17.61%			
8	One-time Student Fees:						
9	Total Gen Educ Approp	396,707,600	446,362,200	12.52%			
10							
11							
12	<b>Allocation:</b>	<b>B.S.U.</b>	<b>I.S.U.</b>	<b>U.I.</b>	<b>L.C.S.C.</b>	<b>SYS-WIDE</b>	<b>TOTAL</b>
13	FY12 General Account	67,631,800	57,150,200	71,007,400	11,520,800	2,518,100	209,828,300
14	FY12 ARRA Funds (one-time)	0	0	0	0	0	0
15	FY12 Endowment Funds	0	2,121,500	6,164,400	1,330,700	0	9,616,600
16	Remove one-time CAES funds	(530,400)	(530,400)	(530,400)	0	0	(1,591,200)
17	Base Rescission	0	0	0	0	0	0
18	Base Reduction	0	0	0	0	0	0
19	Restore Health Insurance Holiday	0	0	0	0	0	0
20	<b>FY13 Budget Base</b>	<b>67,101,400</b>	<b>58,741,300</b>	<b>76,641,400</b>	<b>12,851,500</b>	<b>2,518,100</b>	<b>217,853,700</b>
21	% Base Change	-0.78%	-0.89%	-0.69%	0.00%	0.00%	-0.73%
22							
23	<b>Additional Funding for FY13:</b>						
24	MCO Adjustments:						
25	Personnel Benefits	1,004,900	983,500	959,900	252,900		3,201,200
26	Inflation including Library B&P	0	0	0	0		0
27	Replacement Items: One-Time	0	0	0	0		0
28	CEC @ 2.0%	1,063,800	1,070,600	1,228,100	191,300		3,553,800
29	Endowment Fund Adjustments	0	(70,400)	153,200	4,300		87,100
29	Nonstandard Adjustments:						
30	Risk Mgmt/Controller/Treasurer	127,000	5,700	32,200	(8,400)		156,500
31	External Nonstandard Adjustments:						
32	Enrollment Workload Adjustment	3,512,200	1,924,200	870,400	348,400		6,655,200
33	Line Items CAES	666,700	666,700	666,600			2,000,000
34	Occupancy Costs	628,600	603,700	651,200	486,900		2,370,400
35	IGEM					2,000,000	2,000,000
36	Total Addl Funding	7,003,200	5,184,000	4,561,600	1,275,400	2,000,000	20,024,200
37							
38	<b>FY13 Gen Acct &amp; Endow Allocation</b>	<b>74,104,600</b>	<b>63,925,300</b>	<b>81,203,000</b>	<b>14,126,900</b>	<b>4,518,100</b>	<b>237,877,900</b>
39	% Change From FY12 Adjusted Budget Base	10.44%	8.83%	5.95%	9.92%	79.42%	9.19%
40							
41							
42	FY13 Estimated Student Fee Revenue	72,384,700	55,637,600	68,350,800	12,111,200	0	208,484,300
43							
44	FY13 Operating Budget	146,489,300	119,562,900	149,553,800	26,238,100	4,518,100	446,362,200
45							

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LEGISLATURE OF THE STATE OF IDAHO  
Sixty-first Legislature Second Regular Session - 2012

IN THE HOUSE OF REPRESENTATIVES

HOUSE BILL NO. 659

BY APPROPRIATIONS COMMITTEE

AN ACT

APPROPRIATING MONEYS TO THE STATE BOARD OF EDUCATION AND THE BOARD OF REGENTS OF THE UNIVERSITY OF IDAHO FOR COLLEGE AND UNIVERSITIES AND THE OFFICE OF THE STATE BOARD OF EDUCATION FOR FISCAL YEAR 2013; PROVIDING NON-GENERAL FUND REAPPROPRIATION FOR FISCAL YEAR 2013; PROVIDING GUIDANCE FOR EMPLOYEE COMPENSATION AND BENEFITS; PROVIDING LEGISLATIVE INTENT FOR SYSTEMWIDE NEEDS; PROVIDING LEGISLATIVE INTENT FOR UNIVERSITY RESEARCH; PROVIDING LEGISLATIVE INTENT FOR REPORTING; AND EXEMPTING APPROPRIATION OBJECT AND PROGRAM TRANSFER LIMITATIONS.

Be It Enacted by the Legislature of the State of Idaho:

SECTION 1. There is hereby appropriated to the State Board of Education and the Board of Regents of the University of Idaho for college and universities, and the Office of the State Board of Education the following amounts to be expended according to the designated programs and expense classes, from the listed funds for the period July 1, 2012, through June 30, 2013:

	FOR PERSONNEL COSTS	FOR OPERATING EXPENDITURES	FOR CAPITAL OUTLAY	FOR TRUSTEE AND BENEFIT PAYMENTS	TOTAL
I. BOISE STATE UNIVERSITY:					
FROM:					
General					
Fund	\$64,011,600	\$6,335,200	\$3,757,800		\$74,104,600
Unrestricted					
Fund	<u>55,095,000</u>	<u>15,904,700</u>	<u>1,385,000</u>		<u>72,384,700</u>
TOTAL	\$119,106,600	\$22,239,900	\$5,142,800		\$146,489,300
II. IDAHO STATE UNIVERSITY:					
FROM:					
General					
Fund	\$57,919,100	\$1,603,600	\$2,277,000		\$61,799,700
Charitable Institutions Endowment Income					
Fund	790,600				790,600
Normal School Endowment Income					
Fund	1,335,000				1,335,000

	FOR	FOR	FOR	FOR	
	PERSONNEL	OPERATING	CAPITAL	TRUSTEE AND	
	COSTS	EXPENDITURES	OUTLAY	BENEFIT	TOTAL
				PAYMENTS	
Unrestricted					
Fund	<u>30,137,900</u>	<u>21,758,000</u>	<u>3,741,700</u>		<u>55,637,600</u>
TOTAL	\$90,182,600	\$23,361,600	\$6,018,700		\$119,562,900
III. UNIVERSITY OF IDAHO:					
FROM:					
General					
Fund	\$65,319,500	\$5,944,600	\$3,472,100		\$74,736,200
Agricultural College Endowment Income					
Fund	654,000	45,500	217,300		916,800
Scientific School Endowment Income					
Fund	2,235,200		762,400		2,997,600
University Endowment Income					
Fund	1,790,700	166,700	595,000		2,552,400
Unrestricted					
Fund	<u>35,277,700</u>	<u>33,073,100</u>	<u>0</u>		<u>68,350,800</u>
TOTAL	\$105,277,100	\$39,229,900	\$5,046,800		\$149,553,800
IV. LEWIS-CLARK STATE COLLEGE:					
FROM:					
General					
Fund	\$11,276,200	\$1,084,000	\$431,700		\$12,791,900
Normal School Endowment Income					
Fund		1,335,000			1,335,000
Unrestricted					
Fund	<u>9,302,600</u>	<u>2,808,600</u>	<u>0</u>		<u>12,111,200</u>
TOTAL	\$20,578,800	\$5,227,600	\$431,700		\$26,238,100
V. SYSTEMWIDE:					
FROM:					
General					
Fund	\$1,400,000	\$1,160,100	\$525,000	\$1,433,000	\$4,518,100
GRAND TOTAL	\$336,545,100	\$91,219,100	\$17,165,000	\$1,433,000	\$446,362,200

SECTION 2. NON-GENERAL FUND REAPPROPRIATION AUTHORITY. There is hereby reappropriated to the State Board of Education and the Board of Regents of

1 the University of Idaho for college and universities any unexpended and  
2 unencumbered balances of moneys categorized as dedicated funds and federal  
3 funds as appropriated for fiscal year 2012, to be used for nonrecurring ex-  
4 penditures, for the period July 1, 2012, through June 30, 2013.

5 SECTION 3. EMPLOYEE COMPENSATION AND BENEFITS. The Legislature rec-  
6 ognizes and thanks all state workers for their dedication, professionalism  
7 and for the personal sacrifices they make every day in the performance of  
8 their duties to serve our citizens. In accordance with the provisions of  
9 Section 67-5309C, Idaho Code, the Legislature supports the Governor's rec-  
10 ommendation in not making changes in annual salaries and benefits for state  
11 employees based upon labor markets or specific occupational inequities;  
12 directs agencies and institutions that have excess personnel cost appro-  
13 priations or salary savings due to turnover to use such funding for a merit  
14 increase component, notwithstanding the provisions of Section 67-5309B(4),  
15 Idaho Code, to recognize and reward permanent and temporary state employ-  
16 ees; and does provide funding to agencies and institutions to provide a two  
17 percent (2%) pay increase for all classified and nonclassified permanent  
18 performing employees. Performing employees shall be all permanent employ-  
19 ees, including adjunct faculty at colleges and universities, who have been  
20 rated as "achieves" or better on a performance plan if required by Division  
21 of Human Resources rule, including probationary permanent employees making  
22 satisfactory progress. The Legislature supports the Governor's recommenda-  
23 tion to fund increases in the cost of health insurance benefits and directs  
24 the director of the Department of Administration, as the administrator of  
25 the state insurance plan, to maintain the current benefit package to the ex-  
26 tent possible, which may require a cost sharing on the part of employees for  
27 the increased cost of the health insurance plan.

28 SECTION 4. LEGISLATIVE INTENT. It is the intent of the Legislature that  
29 of the amount appropriated from the General Fund in Section 1, Subsection V.  
30 of this act, the following amounts may be used as follows: (1) An amount not to  
31 exceed \$140,000 may be used by the Office of the State Board of Education for  
32 systemwide needs; (2) An amount of approximately \$1,435,500 may be used for  
33 the mission and goals of the Higher Education Research Council as outlined  
34 in State Board of Education policy III.W., which includes awards for infra-  
35 structure, matching grants, and competitive grants through the Idaho Incu-  
36 bation Fund program; and (3) An amount not to exceed \$942,600 may be used by  
37 the State Board of Education for instructional projects designed to foster  
38 innovative learning approaches using technology, to promote accountability  
39 and information transfer throughout the higher education system including  
40 longitudinal student-level data and program/course transferability, and to  
41 promote the Idaho Electronic Campus.

42 SECTION 5. LEGISLATIVE INTENT. It is the intent of the Legislature that  
43 of the amount appropriated from the General Fund in Section 1, Subsection  
44 V. of this act, up to \$2,000,000 may be awarded for competitive state uni-  
45 versity research under the direction of the Higher Education Research Coun-  
46 cil to support the goals of the Idaho Global Entrepreneurial Mission (IGEM)  
47 University Research Initiative. These funds are envisioned as seed funding

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## STATEMENT OF PURPOSE

**RS21495**

This is the fiscal year 2013 appropriation to the State Board of Education for College and Universities and the Office of the State Board of Education in the amount of \$446,362,200.

## FISCAL NOTE

	FTP	Gen	Ded	Fed	Total
FY 2012 Original Appropriation	3,833.30	209,828,300	186,879,300	0	396,707,600
Reappropriation	0.00	0	68,281,300	0	68,281,300
Other Appropriation Adjustments	0.00	0	0	0	0
FY 2012 Total Appropriation	3,833.30	209,828,300	255,160,600	0	464,988,900
Noncognizable Funds and Transfers	56.64	0	39,763,900	0	39,763,900
FY 2012 Estimated Expenditures	3,889.94	209,828,300	294,924,500	0	504,752,800
Removal of One-Time Expenditures	(11.90)	(1,591,200)	(83,039,000)	0	(84,630,200)
Base Adjustments	0.00	0	0	0	0
FY 2013 Base	3,878.04	208,237,100	211,885,500	0	420,122,600
Benefit Costs	0.00	3,100,100	2,170,300	0	5,270,400
Inflationary Adjustments	0.00	0	0	0	0
Replacement Items	0.00	0	1,897,400	0	1,897,400
Statewide Cost Allocation	0.00	156,500	0	0	156,500
Change in Employee Compensation	0.00	3,431,200	2,371,400	0	5,802,600
Nondiscretionary Adjustments	35.00	6,655,200	0	0	6,655,200
Endowment Adjustments	0.00	0	87,100	0	87,100
FY 2013 Program Maintenance	3,913.04	221,580,100	218,411,700	0	439,991,800
1. Previous 10-Year Unfunded					
Enrollment	0.00	0	0	0	0
2. Center Advanced Energy (CAES)	15.50	2,000,000	0	0	2,000,000
3. Occupancy Costs	10.44	2,370,400	0	0	2,370,400
4. Biomedical Research	0.00	0	0	0	0
5. Increase Retention/Graduation	0.00	0	0	0	0
6. IT Infrastructure	0.00	0	0	0	0
7. Unfunded Library Inflation	0.00	0	0	0	0
8. Gross Anatomy Lab	0.00	0	0	0	0
9. Strategic Initiatives	0.00	0	0	0	0
10. Higher Ed. Research Council	0.00	2,000,000	0	0	2,000,000
Lump Sum or Other Adjustments	0.00	0	0	0	0
FY 2013 Total	3,938.98	227,950,500	218,411,700	0	446,362,200
Chg from FY 2012 Orig Approp	105.68	18,122,200	31,532,400	0	49,654,600
% Chg from FY 2012 Orig Approp.	2.8%	8.6%	16.9%	0.0%	12.5%

**Statement of Purpose / Fiscal Note**

**H0659**

**Contact:**

**Name:** Paul Headlee

**Office:** Budget and Policy Analysis

**Phone:** (208) 334-4746





**BUSINESS AFFAIRS AND HUMAN RESOURCES**  
**APRIL 18-19, 2012**

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**SUBJECT**

Community Colleges FY 2013 Appropriation Allocation

**REFERENCE**

June 2006                      Board approved a process for allocating the FY 2007 State General Fund appropriation between the College of Southern Idaho (CSI) and North Idaho College (NIC).

**APPLICABLE STATUTE, RULE, OR POLICY**

Senate Bill 1397 (2012)

**BACKGROUND/DISCUSSION**

The Legislature makes an annual appropriation to the State Board of Education for community college support. The allocation to the colleges includes the current year (FY 2012) base allocation plus each college's respective share in any annual budget adjustments according to the normal budgeting process.

**IMPACT**

This action allocates the FY 2013 Community Colleges appropriation to the institutions. The funds allocated along with revenue generated from other non-appropriated sources will establish the operating budgets. The FY 2013 Allocation, shown on page 3, consists of the lump-sum appropriation.

The FY 2013 appropriation includes ongoing base funding for health insurance increases, a 2% increase in employee compensation, Enrollment Workload Adjustment (EWA), and occupancy costs. Also included is \$1M in ongoing General Funds for fund equity (as determined by the three colleges) for CWI.

**ATTACHMENTS**

Attachment 1 – FY 2013 CC Appropriations Allocation	Page 3
Attachment 2 – Appropriation bill (S1397)	Page 5
Attachment 3 – Statement of Purpose/Fiscal Note	Page 7

**STAFF COMMENTS**

Staff recommends approval of the FY 2013 Community College allocation.

**BOARD ACTION**

I move to approve the allocation of the FY 2013 appropriation for the College of Southern Idaho, College of Western Idaho and North Idaho College, as presented on Page 3.

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

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**Idaho Community Colleges  
FY 2013 Appropriation Allocation  
29-Feb-12**

S1397 (2012)

	CSI	CWI	NIC	Total
1 FY 12 Total Appropriation				
2 General Funds	10,243,000	4,047,100	8,742,900	23,033,000
3 ARRA Funds One-time	-	-	177,600	177,600
4 Dedicated Funds	200,000	200,000	200,000	600,000
5 Total FY12 Total Appropriation	10,443,000	4,247,100	9,120,500	23,810,600
6				-
7 Remove O/T Exp. ARRA	-	-	(177,600)	(177,600)
8				-
9 FY 13 Base				-
10 General Funds	10,243,000	4,047,100	8,742,900	23,033,000
11 ARRA Funds	-	-	-	-
12 Dedicated Funds	200,000	200,000	200,000	600,000
13 Total FY 11 Base	10,443,000	4,247,100	8,942,900	23,633,000
14				-
15 FY 13 Maintenance				-
16 General Funds	10,981,700	4,680,600	9,677,200	25,339,500
17 Dedicated Funds	200,000	200,000	200,000	600,000
18 Total FY 13 Maintenance	11,181,700	4,880,600	9,877,200	25,939,500
19				-
20 Fy 13 Line Items				-
21 Occupancy Costs	562,600	847,800	0	1,410,400
22 CWI Equity Adjustment	0	1,000,000	0	1,000,000
23				-
24 Fy 13 Total Appropriation				-
25 General Funds	11,544,300	6,528,400	9,677,200	27,749,900
26 Dedicated Funds	200,000	200,000	200,000	600,000
27 FY 13 Total Appropriation	11,744,300	6,728,400	9,877,200	28,349,900
28				
29				
30 GF Change from FY 12 Total	12.7%	61.3%	10.7%	20.5%

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LEGISLATURE OF THE STATE OF IDAHO  
Sixty-first Legislature Second Regular Session - 2012

IN THE SENATE

SENATE BILL NO. 1397

BY FINANCE COMMITTEE

AN ACT

APPROPRIATING MONEYS TO THE STATE BOARD OF EDUCATION FOR COMMUNITY COLLEGES  
FOR FISCAL YEAR 2013; PROVIDING GUIDANCE FOR EMPLOYEE COMPENSATION AND  
BENEFITS; AND EXEMPTING APPROPRIATION OBJECT AND PROGRAM TRANSFER LIM-  
ITATIONS.

Be It Enacted by the Legislature of the State of Idaho:

SECTION 1. There is hereby appropriated to the State Board of Educa-  
tion for Community Colleges, the following amounts to be expended according  
to the designated programs and expense classes, from the listed funds for the  
period July 1, 2012, through June 30, 2013:

	FOR PERSONNEL COSTS	FOR OPERATING EXPENDITURES	FOR CAPITAL OUTLAY	FOR TRUSTEE AND BENEFIT PAYMENTS	TOTAL
I. COLLEGE OF SOUTHERN IDAHO:					
FROM:					
General					
Fund	\$8,776,400	\$1,627,700	\$1,140,200		\$11,544,300
Community College					
Fund	<u>155,200</u>	<u>27,800</u>	<u>17,000</u>		<u>200,000</u>
TOTAL	\$8,931,600	\$1,655,500	\$1,157,200		\$11,744,300
II. NORTH IDAHO COLLEGE:					
FROM:					
General					
Fund	\$8,823,500	\$853,700			\$9,677,200
Community College					
Fund	<u>122,200</u>	<u>52,800</u>	<u>\$25,000</u>		<u>200,000</u>
TOTAL	\$8,945,700	\$906,500	\$25,000		\$9,877,200
III. COLLEGE OF WESTERN IDAHO:					
FROM:					
General					
Fund	\$3,209,300	\$2,319,100		\$1,000,000	\$6,528,400

	FOR	FOR	FOR	FOR	
	PERSONNEL	OPERATING	CAPITAL	TRUSTEE AND	
	COSTS	EXPENDITURES	OUTLAY	BENEFIT	TOTAL
				PAYMENTS	
Community College					
Fund	<u>0</u>	<u>200,000</u>		<u>0</u>	<u>200,000</u>
TOTAL	\$3,209,300	\$2,519,100		\$1,000,000	\$6,728,400
GRAND TOTAL	\$21,086,600	\$5,081,100	\$1,182,200	\$1,000,000	\$28,349,900

SECTION 2. EMPLOYEE COMPENSATION AND BENEFITS. The Legislature recognizes and thanks all state workers for their dedication, professionalism and for the personal sacrifices they make every day in the performance of their duties to serve our citizens. In accordance with the provisions of Section 67-5309C, Idaho Code, the Legislature supports the Governor's recommendation in not making changes in annual salaries and benefits for state employees based upon labor markets or specific occupational inequities; directs agencies and institutions that have excess personnel cost appropriations or salary savings due to turnover to use such funding for a merit increase component, notwithstanding the provisions of Section 67-5309B(4), Idaho Code, to recognize and reward permanent and temporary state employees; and does provide funding to agencies and institutions to provide a two percent (2%) pay increase for all classified and nonclassified permanent performing employees. Performing employees shall be all permanent employees, including adjunct faculty at colleges and universities, who have been rated as "achieves" or better on a performance plan if required by Division of Human Resources rule, including probationary permanent employees making satisfactory progress. The Legislature supports the Governor's recommendation to fund increases in the cost of health insurance benefits and directs the director of the Department of Administration, as the administrator of the state insurance plan, to maintain the current benefit package to the extent possible, which may require a cost sharing on the part of employees for the increased cost of the health insurance plan.

SECTION 3. EXEMPTIONS FROM OBJECT AND PROGRAM TRANSFER LIMITATIONS. For fiscal year 2013, the State Board of Education for Community Colleges is hereby exempted from the provisions of Section 67-3511(1), (2) and (3), Idaho Code, allowing unlimited transfers between object codes and between programs, for all moneys appropriated to it for the period July 1, 2012, through June 30, 2013. Legislative appropriations shall not be transferred from one fund to another fund unless expressly approved by the Legislature.

## STATEMENT OF PURPOSE

**RS21517**

This is the FY 2013 appropriation for Community Colleges in the amount of \$28,349,900.

### FISCAL NOTE

	FTP	Gen	Ded	Fed	Total
FY 2012 Original Appropriation	0.00	23,033,000	600,000	0	23,633,000
Reappropriation	0.00	0	177,600	0	177,600
FY 2012 Total Appropriation	0.00	23,033,000	777,600	0	23,810,600
Noncognizable Funds and Transfers	0.00	0	0	0	0
FY 2012 Estimated Expenditures	0.00	23,033,000	777,600	0	23,810,600
Removal of One-Time Expenditures	0.00	0	(177,600)	0	(177,600)
FY 2013 Base	0.00	23,033,000	600,000	0	23,633,000
Benefit Costs	0.00	277,200	0	0	277,200
Inflationary Adjustments	0.00	0	0	0	0
Replacement Items	0.00	0	0	0	0
Change in Employee Compensation	0.00	332,100	0	0	332,100
Nondiscretionary Adjustments	0.00	1,697,200	0	0	1,697,200
FY 2013 Program Maintenance	0.00	25,339,500	600,000	0	25,939,500
1. Previous Years Unfunded Enrollment	0.00	0	0	0	0
2. Occupancy Costs	0.00	1,410,400	0	0	1,410,400
3. STEM Initiative	0.00	0	0	0	0
4. Graduation Rate Improvement	0.00	0	0	0	0
5. Partnerships with School Districts	0.00	0	0	0	0
6. Physical Therapist Asst Program	0.00	0	0	0	0
7. Consolidate Student Services	0.00	0	0	0	0
8. Nursing Staff	0.00	0	0	0	0
9. Virtual One-Stop Student Services	0.00	0	0	0	0
10. CWI Equity Adjustment	0.00	1,000,000	0	0	1,000,000
Lump Sum or Other Adjustments	0.00	0	0	0	0
FY 2013 Total	0.00	27,749,900	600,000	0	28,349,900
Chg from FY 2012 Orig Approp	0.00	4,716,900	0	0	4,716,900
% Chg from FY 2012 Orig Approp.	0.0%	20.5%	0.0%	0.0%	20.0%

**Contact:**

**Name:** Paul Headlee

**Office:** Budget and Policy Analysis

**Phone:** (208) 334-4746

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**SUBJECT**

Allocation of the State Division of Professional-Technical Education Appropriation.

**APPLICABLE STATUTE, RULE, OR POLICY**

Idaho State Board of Education Governing Policies & Procedures, Section V.C.d.

**BACKGROUND/DISCUSSION**

The Idaho Legislature appropriates funds for Professional-Technical Education to the Division of Professional-Technical Education in five designated programs: State Leadership and Technical Assistance, General Programs, Postsecondary Programs, Underprepared and Unprepared Adults/Displaced Homemakers, and Related Services.

The appropriation allocation is based on the level of funding in House Bill No. 600 and the provisions of the state plan for Professional-Technical Education. The State General Fund reflects an overall increase of 3.76% from the original FY2012 appropriation. The Legislature funded a 2% on-going change in employee compensation; employee benefit increases; maintenance level increases in the statewide cost allocation for the Division of Professional-Technical Education and EITC; and one-time funds for instructional equipment at the technical colleges.

**IMPACT**

Establish FY2013 operating budget.

**STAFF COMMENTS AND RECOMMENDATIONS**

The Division of Professional-Technical Education recommends approval of the allocation of the FY 2013 appropriated funds.

**BOARD ACTION**

I move to approve the request from the Division of Professional-Technical Education for the allocation of the FY 2013 appropriation detailed in Exhibit A.

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

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DIVISION OF PROFESSIONAL-TECHNICAL EDUCATION  
Allocation of State Division of Professional-Technical Education  
FY 2013 Appropriation

Exhibit A

		FY12 Allocation	FY13 Allocation
1	Program 01 (State Leadership and Technical Assistance)		
2			
3	By Standard Class:		
4	Personnel Costs	\$ 1,793,900	\$ 1,874,300
5	Operating Expenses	376,800	342,300
6	Capital Outlay	0	0
7	Totals	<u>\$ 2,170,700</u>	<u>\$ 2,216,600</u>
8			
9	By Source of Revenue:		
10	General Funds	1,820,100	1,892,000
11	One-time General Funds	-	-
12	Federal Funds	350,600	324,600
13	Totals	<u>\$ 2,170,700</u>	<u>\$ 2,216,600</u>
14			
15	Program 02 (General Programs)		
16			
17	By Major Program Area:		
18	Secondary Formula	\$ 10,008,769	\$ 9,585,651
19	Professional-Technical School Added Cost	2,434,400	2,434,400
20	General Programs Leadership	213,200	210,600
21	Special Programs		
22	Federal Leadership	700,671	650,348
23	Advanced Learning Partnership	420,000	544,341
24	Adult/Retraining	766,440	766,440
25	Support and Improvement Services	805,920	805,920
26	Totals	<u>\$ 15,349,400</u>	<u>\$ 14,997,700</u>
27			
28	By Source of Revenue		
29	General Funds	\$ 10,492,800	\$ 10,490,200
30	One-time General Funds	-	-
31	Federal Funds	4,788,800	4,439,700
32	Dedicated Funds	67,800	67,800
33	Totals	<u>\$ 15,349,400</u>	<u>\$ 14,997,700</u>
34			
35	Program 03 (Postsecondary Programs)		
36			
37	By Technical College:		
38			
39	College of Southern Idaho	5,273,756	5,534,484
40	College of Western Idaho	6,289,712	6,596,614
41	Eastern Idaho Technical College	5,642,720	5,949,091
42	Idaho State University	9,113,325	9,516,798
43	Lewis-Clark State College	3,584,978	3,788,997
44	North Idaho College	3,848,609	4,066,816
45	Totals	<u>\$ 33,753,100</u>	<u>\$ 35,452,800</u>
46			
47	By Source of Revenue:		
48	General Funds	\$ 33,233,100	\$ 34,516,800
49	One-time General Funds	-	390,000
50	Unrestricted Funds	520,000	546,000
51	Totals	<u>\$ 33,753,100</u>	<u>\$ 35,452,800</u>

DIVISION OF PROFESSIONAL-TECHNICAL EDUCATION  
Allocation of State Division of Professional-Technical Education  
FY 2013 Appropriation

Exhibit A

	FY12 Allocation	FY13 Allocation
52      Program 04 (Underprepared Adults/Displaced Homemaker Program)		
53		
54            By Major Program:		
55              Postsecondary Formula	\$ 1,975,700	\$ 1,747,300
56              Displaced Homemaker Program	170,000	170,000
57		
58                      Totals	\$ 2,145,700	\$ 1,917,300
59		
60            By Source of Revenue:		
61              General Funds	\$ -	\$ -
62              Federal Funds	1,975,700	1,747,300
63              Dedicated Funds	170,000	170,000
64                      Totals	\$ 2,145,700	\$ 1,917,300
65		
66      Program 05 (Related Services)		
67		
68            By Standard Class:		
69              Personnel Costs	\$ 346,500	\$ 376,600
70              Operating Expenses	251,000	233,500
71              Trustee Payments	2,879,700	2,879,700
72                      Totals	\$ 3,477,200	\$ 3,489,800
73		
74            By Source of Revenue:		
75              General Funds	965,600	970,600
76              One-Time General Funds	-	-
77              Federal Funds	2,136,800	2,136,500
78              Dedicated Funds	140,000	140,000
79              Miscellaneous Revenue	234,800	242,700
80                      Totals	\$ 3,477,200	\$ 3,489,800
81		
82            By Source of Revenue:		
83              General Funds	\$ 46,511,600	\$ 47,869,600
84              One-time General Funds	-	390,000
85              Federal Funds	9,251,900	8,648,100
86              Dedicated Funds	377,800	377,800
87              Unrestricted Funds	520,000	546,000
88              Miscellaneous Revenue	234,800	242,700
89                      Totals	\$ 56,896,100	\$ 58,074,200

LEGISLATURE OF THE STATE OF IDAHO  
Sixty-first Legislature Second Regular Session - 2012

IN THE HOUSE OF REPRESENTATIVES

HOUSE BILL NO. 600

BY APPROPRIATIONS COMMITTEE

AN ACT

APPROPRIATING MONEYS TO THE DIVISION OF PROFESSIONAL-TECHNICAL EDUCATION  
FOR FISCAL YEAR 2013; PROVIDING GUIDANCE FOR EMPLOYEE COMPENSATION AND  
BENEFITS; AND REAPPROPRIATING CERTAIN UNEXPENDED AND UNENCUMBERED BAL-  
ANCES.

Be It Enacted by the Legislature of the State of Idaho:

SECTION 1. There is hereby appropriated to the Division of Profes-  
sional-Technical Education, the following amounts to be expended according  
to the designated programs and expense classes, from the listed funds for the  
period July 1, 2012, through June 30, 2013:

	FOR PERSONNEL COSTS	FOR OPERATING EXPENDITURES	FOR TRUSTEE AND BENEFIT PAYMENTS	FOR LUMP SUM	TOTAL
I. STATE LEADERSHIP & TECHNICAL ASSISTANCE:					
FROM:					
General					
Fund	\$1,615,500	\$276,500			\$1,892,000
Federal Grant					
Fund	<u>258,800</u>	<u>65,800</u>			<u>324,600</u>
TOTAL	\$1,874,300	\$342,300			\$2,216,600
II. GENERAL PROGRAMS:					
FROM:					
General					
Fund	\$188,600	\$22,000	\$10,279,600		\$10,490,200
Hazardous Materials/Waste Enforcement					
Fund			67,800		67,800
Federal Grant					
Fund	<u>170,600</u>	<u>16,700</u>	<u>4,252,400</u>		<u>4,439,700</u>
TOTAL	\$359,200	\$38,700	\$14,599,800		\$14,997,700

	FOR	FOR	FOR	FOR	
	PERSONNEL	OPERATING	TRUSTEE AND	LUMP	
	COSTS	EXPENDITURES	BENEFIT	SUM	TOTAL
			PAYMENTS		
III. POSTSECONDARY PROGRAMS:					
FROM:					
General					
Fund				\$34,906,800	\$34,906,800
Unrestricted					
Fund				<u>546,000</u>	<u>546,000</u>
TOTAL				\$35,452,800	\$35,452,800
IV. UNDERPREPARED ADULTS/DISPLACED HOME MAKERS:					
FROM:					
Displaced Homemaker					
Fund			\$170,000		\$170,000
Federal Grant					
Fund			<u>1,747,300</u>		<u>1,747,300</u>
TOTAL			\$1,917,300		\$1,917,300
V. RELATED SERVICES:					
FROM:					
General					
Fund	\$119,000	\$10,700	\$840,900		\$970,600
Miscellaneous Revenue					
Fund	211,200	31,500			242,700
Seminars and Publications					
Fund		140,000			140,000
Federal Grant					
Fund	<u>46,400</u>	<u>51,300</u>	<u>2,038,800</u>		<u>2,136,500</u>
TOTAL	\$376,600	\$233,500	\$2,879,700		\$3,489,800
GRAND TOTAL	\$2,610,100	\$614,500	\$19,396,800	\$35,452,800	\$58,074,200

SECTION 2. EMPLOYEE COMPENSATION AND BENEFITS. The Legislature recognizes and thanks all state workers for their dedication, professionalism and for the personal sacrifices they make every day in the performance of their duties to serve our citizens. In accordance with the provisions of Section 67-5309C, Idaho Code, the Legislature supports the Governor's recommendation in not making changes in annual salaries and benefits for state employees based upon labor markets or specific occupational inequities; directs agencies and institutions that have excess personnel cost appro-

1    priations or salary savings due to turnover to use such funding for a merit  
2    increase component, notwithstanding the provisions of Section 67-5309B(4),  
3    Idaho Code, to recognize and reward permanent and temporary state employ-  
4    ees; and does provide funding to agencies and institutions to provide a two  
5    percent (2%) pay increase for all classified and nonclassified permanent  
6    performing employees. Performing employees shall be all permanent employ-  
7    ees, including adjunct faculty at colleges and universities, who have been  
8    rated as "achieves" or better on a performance plan if required by Division  
9    of Human Resources rule, including probationary permanent employees making  
10    satisfactory progress. The Legislature supports the Governor's recommenda-  
11    tion to fund increases in the cost of health insurance benefits and directs  
12    the director of the Department of Administration, as the administrator of  
13    the state insurance plan, to maintain the current benefit package to the ex-  
14    tent possible, which may require a cost sharing on the part of employees for  
15    the increased cost of the health insurance plan.

16        SECTION 3. NON-GENERAL FUND REAPPROPRIATION AUTHORITY. There is hereby  
17    reappropriated to the Division of Professional-Technical Education any un-  
18    expended and unencumbered balances of moneys categorized as dedicated funds  
19    and federal funds as appropriated for fiscal year 2012, to be used for nonre-  
20    curring expenditures, for the period July 1, 2012, through June 30, 2013.

## STATEMENT OF PURPOSE

**RS21378**

This is the fiscal year 2013 appropriation to the Division of Professional-Technical Education.

### FISCAL NOTE

	FTP	Gen	Ded	Fed	Total
FY 2012 Original Appropriation	521.19	46,511,600	1,132,600	9,251,900	56,896,100
Reappropriation	0.00	0	429,000	348,900	777,900
FY 2012 Total Appropriation	521.19	46,511,600	1,561,600	9,600,800	57,674,000
Noncognizable Funds and Transfers	7.99	0	0	(601,300)	(601,300)
FY 2012 Estimated Expenditures	529.18	46,511,600	1,561,600	8,999,500	57,072,700
Removal of One-Time Expenditures	0.00	0	(429,000)	(348,900)	(777,900)
Base Adjustments	0.00	0	26,000	0	26,000
FY 2013 Base	529.18	46,511,600	1,158,600	8,650,600	56,320,800
Benefit Costs	0.00	771,200	4,700	(2,500)	773,400
Inflationary Adjustments	0.00	0	0	0	0
Replacement Items	0.00	390,000	0	0	390,000
Statewide Cost Allocation	0.00	19,900	0	0	19,900
Change in Employee Compensation	0.00	566,900	3,200	0	570,100
FY 2013 Program Maintenance	529.18	48,259,600	1,166,500	8,648,100	58,074,200
1. Instructional Equipment	0.00	0	0	0	0
Lump Sum or Other Adjustments	0.00	0	0	0	0
FY 2013 Total	529.18	48,259,600	1,166,500	8,648,100	58,074,200
Chg from FY 2012 Orig Approp	7.99	1,748,000	33,900	(603,800)	1,178,100
% Chg from FY 2012 Orig Approp.	1.5%	3.8%	3.0%	(6.5%)	2.1%

**Contact:**

**Name:** Paul Headlee

**Office:** Budget and Policy Analysis

**Phone:** (208) 334-4746



**BUSINESS AFFAIRS AND HUMAN RESOURCES**  
**APRIL 19, 2012**

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**SUBJECT**

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

**APPLICABLE STATUTE, RULE, OR POLICY**

Idaho Code §§ 33-4305(2), 33-4307(2)(a)

Idaho Administrative Procedures Act (IDAPA) 08.01.05

**BACKGROUND/DISCUSSION**

The intent of the Idaho Robert R. Lee Promise Scholarship Category A award is to encourage the best and brightest Idaho students to attend an Idaho college or university. Applicants are ranked based on academic and professional-technical high school records, and ACT or COMPASS scores. The provisions of Idaho Code §33-4307(2)(a), require the State Board of Education to annually set the amount of the award. The amount of the award has been \$3,000 per year (\$1,500 per semester) since the fall 2001 semester.

The FY 2013 appropriation will fund approximately 105 total scholarships. Seventy five percent of the new scholarships are awarded to students pursuing academic programs and twenty five percent are awarded to professional-technical students.

**IMPACT**

The Joint Finance and Appropriations Committee (JFAC) approves scholarships and grants funding at an aggregate level. The Office of the State Board of Education (OSBE), as the administering agency, then allocates the funding among the scholarships and grants. The Category A Scholarship Program will be allocated \$317,048 for the 2012-2013 academic year.

**STAFF COMMENTS AND RECOMMENDATIONS**

Staff recommends approval of the Promise Category A scholarship in the amount of \$3,000 per year (\$1,500 per semester).

**BOARD ACTION**

I move to approve the amount of the Idaho Promise Scholarship, Category A, at \$3,000 per year (\$1,500 per semester) for those applicants who are selected to receive or renew the Idaho Robert R. Lee Promise Category A scholarship for the 2012-2013 academic year.

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

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**BUSINESS AFFAIRS AND HUMAN RESOURCES**  
**APRIL 19, 2012**

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**SUBJECT**

Idaho Promise Scholarship – Approve Category B Award.

**APPLICABLE STATUTE, RULE, OR POLICY**

Idaho Code §§ 33-4305 and 33-4308

Idaho Administrative Procedures Act (IDAPA) 08.01.05

**BACKGROUND/ DISCUSSION**

The Idaho Promise Scholarship Category B award is available for all Idaho students attending college for the first time and who have a high school grade point average of at least 3.0 or an ACT score of 20 or above. This scholarship is limited to two years and to students younger than 22 years of age. Students must maintain at least a 2.5 GPA while taking an average of 12 credits to remain eligible for the scholarship. State law requires the State Board of Education to annually set the amount of the award based on the legislative appropriation and the number of eligible students.

Statute permits the State Board of Education to set the annual individual amount up to \$600 and the total award up to \$1,200. If actual awards are different than projected for the fall 2012 semester, the Board may choose to increase or decrease the amount of the award for the spring 2013 semester.

**IMPACT**

The FY 2013 legislative appropriation will provide \$3,634,525 for the Promise Category B Scholarship. Based upon participation during FY 2012, Board staff has estimated the number of eligible students in academic year 2012-2013 to be approximately 8,050 students. With the award set at \$450 per student per year, the total amount awarded to all eligible students would be \$3,622,500.

**STAFF COMMENTS AND RECOMMENDATIONS**

Staff recommends approval of the Promise Category B scholarship in the amount of \$225 per semester (\$450 annually).

**BOARD ACTION**

I move to approve the amount of the Idaho Promise Scholarship, Category B, at \$225 per semester per student (\$450 annually) for those current recipients who maintain eligibility and for qualified first-year entering students under the age of 22 in academic year 2012-2013, and to delegate to the Executive Director the authority to approve adjustments to the amount as necessary resulting from any enrollment changes or holdbacks that may be ordered by the Governor during FY 2013.

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

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**BUSINESS AFFAIRS AND HUMAN RESOURCES**  
**APRIL 19, 2012**

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**SUBJECT**

FY 2013 Idaho Opportunity Scholarship

**APPLICABLE STATUTE, RULE, OR POLICY**

Idaho Code § 33-5605

IDAPA 08.01.13.010.01 and 08.01.13.300.02.a

H383 (2012)

**BACKGROUND/ DISCUSSION**

The intent of the Idaho Opportunity Scholarship is to provide financial resources to Idaho students who are economically disadvantaged, to close the gap between the estimated cost of attending an eligible Idaho institution of higher education and the expected student and family contribution toward such educational costs, and to encourage the educational development of such students in eligible Idaho postsecondary educational institutions. Rules require the State Board of Education annually establish the maximum amount of the award, the cost of attendance for purposes of this award determination, and the amount of the expected family contribution. Authorized administrative costs up to a maximum of \$50,000 of the annual interest earnings are permitted.

In fiscal years 2008 and 2009, the Legislature appropriated a total of \$20M to fund an endowment for this scholarship program. In addition, during those same years JFAC appropriated \$1,925,000 to fund current year awards. The corpus and interest earnings from the Opportunity Scholarship Account were used during FY 2010 through FY 2012 to help fund the Opportunity Scholarship program.

The maximum award amount for FY 2012 was \$3,000 per year (\$1,500 per semester); the student contribution for FY 2012 was set by the Board at \$5,000; and the standard cost of attendance for award determination purposes was \$16,500 for the FY 2012 award year. Staff awarded 357 renewals and new scholarships for FY 2012 in the amount of \$992,900.

Staff recommends maintaining the maximum award amount set for the FY 2013 academic year at \$3,000. The majority of full-year student recipients were eligible for the maximum \$3,000 award. The scholarship methodology provides "last dollars." Using this model, not all students will receive full awards.

The Board is responsible for setting the cost of attendance (COA) which is used in the formula to determine the amount of a student's award and the maximum amount of the scholarship award. For purposes of the formula, the staff recommendation is to use a maximum of \$18,600 as the COA to determine scholarship awards for students at 4-year institutions. Staff recommends using a maximum of \$12,700 as the COA for students attending 2-year institutions. This recommendation is based upon the increase in the COA for all students.

**BUSINESS AFFAIRS AND HUMAN RESOURCES**  
**APRIL 19, 2012**

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Eligible students are expected to share in the cost of their education and will be required to contribute an amount determined by the Board. Board staff recommends that the amount of the student contribution for students attending 4-year institutions be increased by \$1,500 to \$6,500. Board staff also recommends that the student contribution for students attending 2-year institutions be decreased by \$500 to \$4,500. These changes are requested to reflect the increase in student wages due to the federal minimum wage increase. In addition, the ratio of 4-year student contribution to 4-year COA was applied to the 2-year institution model to ensure that students attending 2-year institutions have the same proportional opportunity to benefit from this program. Finally, it is recommended that the Board continue to accept student-initiated scholarships and gifts from non-federal and non-institutional sources as part of the student contribution.

**IMPACT**

No new state General Funds were provided for Opportunity scholarships for FY 2013. The only funding available for Opportunity Scholarships will be from the corpus and interest earnings. Staff estimates approximately \$157,000 in interest will be available to fund scholarships for FY 2013. Funds from the corpus will be used to fund new awards and renewals not funded by the interest earnings. We will be able to award renewal scholarships for all returning students.

**STAFF COMMENTS AND RECOMMENDATIONS**

Staff recommends approval of the Opportunity Scholarship in the amount of \$3,000 per year (\$1,500 per semester).

Staff recommends the FY13 Cost of Attendance for the Opportunity scholarship award formula to be set at \$18,600 for students attending 4-year institutions.

Staff recommends the FY13 Cost of Attendance for the Opportunity scholarship award formula to be set at \$12,700 for students attending 2-year institutions.

Staff recommends that the FY13 student contribution be set at \$6,500 for students attending 4-year institutions and \$4,500 for students attending 2-year institutions, and to accept student-initiated scholarships and non-institutional and non-federal aid as part of the student contribution.

Staff further recommends that in cases where further clarification is needed to determine whether aid counts towards the student responsibility the Board delegate to the Executive Director or his designee authority to make these determinations on behalf of the Board.

Staff recommends the Board limit the total amount spent annually for scholarship awards and administrative costs to \$1,000,000 to ensure the corpus is not drawn down too quickly.

**BUSINESS AFFAIRS AND HUMAN RESOURCES**  
**APRIL 19, 2012**

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**BOARD ACTION**

I move to approve the maximum amount of the Idaho Opportunity Scholarship, to be \$3,000 per year (\$1,500/semester) for those applicants who are selected to receive or renew the Idaho Opportunity Scholarship for the fiscal year 2013.

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

I move to set the Cost of Attendance to be used in the formula that determines the award for the Opportunity Scholarship at a maximum of \$18,600 4-year institutions and at a maximum of \$12,700 for 2-year institutions for the fiscal year 2013.

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

I move to set the student contribution for the fiscal year 2013 at \$6,500 for students at 4-year institutions and at \$4,500 for students at 2-year institutions, and to accept student-initiated scholarships and non-institutional and non-federal aid as part of the student contribution. In cases where further clarification is needed to determine whether aid counts towards the student responsibility, the Board delegates to the Executive Director or his designee authority to make these determinations on its behalf.

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

I move to direct Board staff to spend up to \$1,000,000 in annual interest earnings, private contributions, and funds from the corpus of the Opportunity Scholarship Account in fiscal year 2013 to fund renewals and new scholarship awards.

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

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**BUSINESS AFFAIRS & HUMAN RESOURCES**  
**APRIL 19, 2012**

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**SUBJECT**

Board Policy V.R. – Professional Fees – first reading

**REFERENCE**

December 2010	Board approved first reading of changes to Self-Support Fee policy
February 2011	Second reading pulled from agenda and returned to CAAP for further review
December 2011	Board approved first reading of changes to Professional Fee and Self-Support Fee policy
February 2012	Second reading sent back to BAHHR for revisions

**APPLICABLE STATUTES, RULE OR POLICY**

Idaho State Board of Education Governing Policies & Procedures, Section V.R.3.a.iv.

**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. The following areas of the current Professional Fees policy have been identified as problematic:

- 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.

Proposed amendments to Board Policy V.R.3.a.v. will be submitted as a separate agenda item.

**IMPACT**

The proposed revisions establish a clear process for program approval. Any subsequent increase in a professional fee shall require prior approval by the Board.

**ATTACHMENTS**

Attachment 1- Board Policy Section V.R.3.a.iv.

Page 3

Attachment 2 – Professional Fee Programs List

Page 11

**STAFF COMMENTS AND RECOMMENDATIONS**

The proposed revisions seek to clarify which types of academic programs are eligible for a professional fee and the process an institution must follow to request such a program fee.

**BUSINESS AFFAIRS & HUMAN RESOURCES**  
**APRIL 19, 2012**

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- A professional fee may be assessed for an academic professional program if graduates of the program obtain a specialized higher education degree that qualifies them to practice a profession for which credentialing or licensing is required.
- The program must be accredited (or actively seeking accreditation if a new program) by a specialized or professional accrediting agency.
- For purposes of this fee, “academic” means a systematic, usually sequential, grouping of courses that provide the student with the knowledge and competencies required for a baccalaureate, master’s, specialist or doctoral degree.
- The program must be consistent with traditional academic offerings of the institution by serving a population that accesses the same activities, services, and features as regular full-time, tuition-paying students.
- Upon the approval and establishment of a professional fee, course fees associated with the same program are prohibited.

All current Board-approved professional fees would be grandfathered in under this policy.

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, as presented in Attachment 1.

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

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.

### 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.

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

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 a professional fee for a Board approved academic 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 involving expert and specialized knowledge for which credentialing or licensing to practice a professional service is required. For purposes of this fee, "academic" means a systematic, usually sequential, grouping of courses that

February-June 20142

provide the student with the knowledge and competencies required for a baccalaureate, master's, specialist or doctoral degree.

- 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 (or is actively seeking accreditation if a new program) by a national/regional or specialized/professional accrediting agency as defined by the State Board of Education.
- 3) Extraordinary Program Costs: Institutions will propose professional fees for Board approval based on the costs to deliver the program. 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 an existing program is not a sufficient basis alone upon which to make a claim of extraordinary program costs.
- 4) The program may include support from appropriated funds.
- 5) The program is consistent with traditional academic offerings of the institution by serving a population that accesses the same activities, services, and features as regular full-time, tuition-paying students.
- 6) Upon the approval and establishment of a professional fee, course fees associated with the same program shall be prohibited.
- 7) Once a professional fee is initially approved by the Board, any subsequent increase in a professional fee shall require prior approval by the Board at the same meeting institutions submit proposals for tuition and fees.

~~Institutions will propose professional fees for Board approval based on the costs to deliver the program.~~

v. Self-Support Certificate and Program Fees

Self-support certificates and programs are a defined set of specific courses that must all be successfully completed in order to earn the certificate. Such programs must be encapsulated, separate and distinct from the regular courses of the institution. Institutions may offer self-support certificates and programs if the fees assessed cover all costs of the program and no appropriated funds are used to support the program. In addition,

students pay a fee for the entire program and may not enroll for program courses on an individual course-by-course basis. Students enrolled in the self-support programs may take courses outside of the program as long as they pay the required tuition and fees for those courses. Institutions will establish such fees on an individual program basis according to anticipated expenditures. Self-support certificate and program fees are retained by the institution.

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 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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**Professional Fee Programs**

Institution	Program Title	Degree Level/Certificate	Options/Minors/Emphases	Location(s)	Program Support
BSU	Nursing	B.S.		Boise	Professional Fee
ISU	Audiology (first 2 years)	AuD	Options	ISU Campus	Professional Fee
ISU	Audiology (second 2 years)	AuD	Options	ISU-Meridian Ctr	Professional Fee
ISU	Dental Hygiene	BS, MS	N/A	ISU Campus	Professional Fee
ISU	Counseling	Graduate		ISU Campus	Professional Fee
ISU	Idaho Dental Education Program	Coop. Trans.	N/A	ISU Campus	Professional Fee
ISU	MBA/PharmD	MBA, Pharm D	N/A	ISU Campus	Professional Fee
ISU	Medical Laboratory Science	BS, MS	N/A	ISU-Meridian Ctr	Professional Fee
ISU	Medical Laboratory Science (*1)	BS, MS	N/A	ISU Campus	Professional Fee
ISU	Nursing	BS, MS, PM Cert	Options	ISU Campus	Professional Fee
ISU	Nursing	MS, PM Cert	Options	ISU-Meridian Ctr	Professional Fee
ISU	Nursing	BS	Options	University Place	Professional Fee
ISU	Nursing (BSRN Completion)	BS	Options	CSI Campus	Professional Fee
ISU	Nursing (BSRN Completion)	BS	Options	ISU-Meridian Ctr	Professional Fee
ISU	Nursing (Fast-track)	BS	Options	ISU-Meridian Ctr	Professional Fee
ISU	Nursing: Education Option	MS Option	Options	LCSC Campus	Professional Fee
ISU	Nursing: Education Option	MS Option	Options	NICHE	Professional Fee
ISU	Nursing: Nurse Practitioner Option	MS Option	Options	LCSC Campus	Professional Fee
ISU	Nursing: Nurse Practitioner Option	MS Option	Options	NICHE	Professional Fee
ISU	Occupational Therapy	MOT	N/A	ISU Campus	Professional Fee
ISU	Paramedic	AS	N/A	ISU Campus	Professional Fee
ISU	Pharmacy (1st-4th years)	Pharm D	Tracks	ISU Campus	Professional Fee
ISU	Pharmacy (3rd & 4th years)	Pharm D	Tracks	ISU-Meridian Ctr	Professional Fee
ISU	Pharmacy: Non-Traditional Pharm.D.	Pharm D	Division of Health Sciences	Statewide	Professional Fee
ISU	Physician Assistant Studies	MPAS	Division of Health Sciences	ISU Campus	Professional Fee
ISU	Physician Assistant Studies	MPAS	Division of Health Sciences	ISU-Meridian Ctr	Professional Fee
ISU	Physical Therapy	DPT	N/A	ISU Campus	Professional Fee
ISU	Radiographic Science	AAS, BS	N/A	ISU Campus	Professional Fee
ISU	Speech-Language Pathology		Emphases	ISU Campus	Pre-Professional
ISU	Speech-Language Pathology (Fully Online w/clinicals on-site)	MS	Emphases	ISU Campus	Professional Fee
ISU	Speech-Language Pathology (Fully Online w/clinicals on-site)	MS	Emphases	ISU-Meridian Ctr	Professional Fee

**Professional Fee Programs**

Institution	Program Title	Degree Level/Certificate	Options/Minors/Emphases	Location(s)	Program Support
ISU	Social Work	BA	N/A	ISU Campus	Professional Fee
UI	Architecture	Baccalaureate	Minor	Moscow	Pre-professional
UI	Architecture	Graduate		Moscow/Boise	Professional Fee
UI	Art	Baccalaureate	Minor	Moscow	Professional Fee
UI	Art	Graduate		Moscow	Professional Fee
UI	Art Education	Baccalaureate		Moscow	Professional Fee
UI	Bioregional Planning and Community Design	Graduate & Graduate Certificate		Moscow, Boise	Professional Fee
UI	Education	Graduate		Moscow	Preprofessional (E.D. Professional Practices only)
UI	Interior Design	Baccalaureate	Minor	Moscow	Professional Fee
UI	Landscape Architecture	Baccalaureate	Minor	Moscow	Professional Fee
UI	Landscape Architecture	Graduate		Moscow	Professional Fee
UI	Law	Graduate	Litigation and Alternate Dispute Emphasis	Moscow, Boise	Professional Fee
UI			Natural Resources and Environmental Law Emphasis	Moscow, Boise	Professional Fee
UI			Native American Law Emphasis	Moscow	Professional Fee
UI	Studio Art	Baccalaureate		Moscow	Professional Fee
UI	Virtual Technology and Design	Baccalaureate		Moscow Campus	Professional Fee

**BUSINESS AFFAIRS AND HUMAN RESOURCES**  
**APRIL 19, 2012**

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**SUBJECT**

Board Policy V.R. - Self-Support Certificate and Program Fees – first reading

**REFERENCE**

December 2010	Board approved first reading of changes to Self-Support Fee policy
February 2011	Second reading pulled from agenda and returned to CAAP for further review
December 2011	Board approved first reading of changes to Professional Fee and Self-Support Fee policy
February 2012	Second reading sent back to BAHHR for revisions

**APPLICABLE STATUTES, RULE OR POLICY**

Idaho State Board of Education Governing Policies & Procedures, Section V.R.3.a.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. The following areas of the current Self-support policy have been identified as problematic:

- 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. Professional-technical education (PTE) programs should not be eligible for Self-support fees because, the PTE postsecondary programs appropriation is intended to fund 100% of the direct costs at the technical colleges.
- There is general ambiguity about which programs are eligible to utilize the self-support funding model.
- 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 courses already taken.

**IMPACT**

The proposed revisions help distinguish self-support fees from professional fees, and establish a clear process for program approval.

**ATTACHMENTS**

Attachment 1- Board Policy Section V.R. 3.a.v.

Page 3

Attachment 2 – Self-Support Fee Programs List

Page 11

**BUSINESS AFFAIRS AND HUMAN RESOURCES**  
**APRIL 19, 2012**

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**STAFF COMMENTS AND RECOMMENDATIONS**

The proposed policy changes clarify that academic certificate or degree programs are eligible. For purposes of this fee, "academic" means a systematic, usually sequential, grouping of courses that provide the student with the knowledge and competencies required for an academic certificate, baccalaureate, master's, specialist or doctoral degree.

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.

If a Self-support program fee is requested for a new program, an institution may front program start-up costs with appropriated or local funds, but all such funding must be repaid from program revenue within three years of program start-up.

Upon Board approval of a Self-support fee, any subsequent fee increases require prior Board approval.

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.

Finally, 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.

All current Board-approved Self-support programs would be grandfathered in under this policy.

Staff recommends approval.

**BOARD ACTION**

I move to approve the first reading of proposed amendments to Board Policy Section V.R.3.a.v. Self-Support Certificate and Program Fees, as presented in Attachment 1.

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

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.

### 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.



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

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 a professional fee for a Board approved program, *all* of the following criteria must be met:

1) Credentialing Requirement:

- a) A professional fee may be assessed if graduates of the professional program obtain a specialized higher education degree that qualifies them to practice a professional service or to be eligible for credentialing or licensing to practice a professional service.

- b) The program leads to a degree that 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 national/specialized/professional accrediting agencies as defined by the State Board of Education.
- 3) Extraordinary Program Costs: The cost of the professional program significantly exceeds the cost of nonprofessional programs at the institution. Institutions will be required to provide documentation to support the reported cost of the program.

Institutions will propose professional fees for Board approval based on the costs to deliver the program.

v. Self-Support ~~Certificate and Academic~~ Program Fees

~~Self-support certificates and programs are a defined set of specific courses that must all be successfully completed in order to earn the certificate. Such programs must be encapsulated, separate and distinct from the regular courses of the institution. Institutions may offer self-support certificates and programs if the fees assessed cover all costs of the program and no appropriated funds are used to support the program. In addition, students pay a fee for the entire program and may not enroll for program courses on an individual course-by-course basis. Students enrolled in the self-support programs may take courses outside of the program as long as they pay the required tuition and fees for those courses. Institutions will establish such fees on an individual program basis according to anticipated expenditures. Self-support certificate and program fees are retained by the institution.~~

1) Self-support programs are academic degrees or certificates for which students are charged program fees, in lieu of tuition. For purposes of this fee, "academic" means a systematic, usually sequential, grouping of courses that provide the student with the knowledge and competencies required for an academic certificate, baccalaureate, master's, specialist or doctoral degree. 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 serving a population that does not

Idaho State Board of Education  
**GOVERNING POLICIES AND PROCEDURES**

**ATTACHMENT 1**

**SECTION: V. FINANCIAL AFFAIRS**

**Subsection: R. Establishment of Fees**

February-June 20142

- access the same activities, services and features as full-time, tuition paying students, such as programs designed specifically for working professionals, programs offered off-campus, or programs delivered completely online.
- 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.
- 2) If a Self-support program fee is requested for a new program, an institution may fund program start-up costs with appropriated or local funds, but all such funding shall be repaid to the institution from program revenue within a period not to exceed three years from program start-up.
- 3) Once a Self-support program fee is initially approved by the Board, any subsequent increase in a Self-support program fee shall require prior approval by the Board at the same meeting institutions submit proposals for tuition and fees.
- 4) 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.
- 5) 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.

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 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***

<b>Institution</b>	<b>Program Title</b>	<b>Degree Level/Certificate</b>	<b>Options/Minors/Emphases</b>	<b>Location(s)</b>	<b>Program Support</b>
BSU	Bilingual Education	M.Ed.	Education/Bilingual Education	Meridian	Self-Support
BSU	Business Administration (Executive)	M.B.A.	Business & Economics/ Graduate Business Programs	Boise	Self-Support
BSU	Conflict Management	Graduate Certificate	Soc Sci & Public Affairs/ Public Policy and Administration	Boise	Self-Support
BSU	Educational Technology	M.S., M.E.T., Ed.D.	Education/Educational Technology	Boise	Self-Support
BSU	English as a Second Language	M.Ed.	Education/Bilingual Education	Meridian	Self-Support
BSU	Human Performance Technology	Graduate	Engineering/Instructional & Perf Tech	Boise	Self-Support
BSU	Literacy	M.A.	Education/Literacy	Treasure Valley	Self-Support
BSU	Nursing	B.S. completion	Health Sciences/Nursing	Boise	Self-Support
BSU	Online Teaching	Graduate	Education/Educational Technology	Boise	Self-Support
BSU	Respiratory Care	B.S. completion	Health Sciences/Respiratory Care	Boise	Self-Support
BSU	School Technology Coordination	Graduate	Education/Educational Technology	Boise	Self-Support
BSU	Social Work	M.S.W.	Soc Sci & Public Affairs/School of Social Work	Lewiston, Coeur d'Alene, Twin Falls	Self-Support
BSU	Technology Integration Specialist	Graduate	Education/Educational Technology	Boise	Self-Support
BSU	Workplace E-Learning and Performance	Graduate	Engineering/Instructional & Perf Tech	Boise	Self-Support
BSU	Workplace Instructional Design	Graduate	Engineering/Instructional & Perf Tech	Boise	Self-Support
UI	Athletic Training	MS, Doctorate		Moscow	Self-Support
UI	General Management (EMBA)	Graduate		Coeur d'Alene	Self-Support

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**BUSINESS AFFAIRS & HUMAN RESOURCES**  
**APRIL 19, 2012**

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**BOISE STATE UNIVERSITY**

**SUBJECT**

Multi-Sport Product and Apparel Supply Contract with NIKE, Inc.

**APPLICABLE STATUTE, RULE, OR POLICY**

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

**BACKGROUND/DISCUSSION**

This contract will make Boise State University Athletics an all NIKE program. The continuity of NIKE as the exclusive uniform, equipment and side-line apparel provider for the Athletics program is a compliment to the program and is considered a major recruiting tool for student-athletes. NIKE has previously provided product (e.g. uniforms and other equipment required by the varsity teams and coaches) and Athletics department monetary compensation under three separate agreements (football, men's basketball and the remaining varsity sports, respectively). The current NIKE contracts were due to expire at varying times between July 2011 and January 2012, but have been extended until the attached multi-sport contract is approved and executed.

This multi-sport contract will bring all varsity sports together under one contract, applying the same terms to all teams, under which Nike will provide equipment and apparel for all varsity sports, coaches and the Athletics department.

**IMPACT**

Boise State Athletics will receive a total of \$6,000,000 in product and equipment as follows:

Year 1 (2011-2012)	\$850,000
Year 2 (2012-2013)	\$850,000
Year 3 (2013-2014)	\$1,000,000
Year 4 (2014-2015)	\$1,000,000
Year 5 (2015-2016)	\$1,150,000
Year 6 (2016-2017)	<u>\$1,150,000</u>
Total (6 years)	\$6,000,000

Additionally, this yearly product allowance will be increased by \$75,000 per year, when the Boise State Football program joins the Big East conference in 2013.

The University will also receive cash compensation as follows:

Year 1 (2011-2012)	\$30,000
Year 2 (2012-2013)	\$30,000

## **BUSINESS AFFAIRS & HUMAN RESOURCES**

**APRIL 19, 2012**

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Year 3 (2013-2014)	\$40,000
Year 4 (2014-2015)	\$40,000
Year 5 (2015-2016)	\$50,000
Year 6 (2016-2017)	<u>\$50,000</u>
Total (6 years)	\$240,000

The consideration under the proposed contract averages \$1 million per year in product/equipment and cash. Currently under the three existing NIKE contracts, Athletics receives approximately \$280,000 per year in cash and product.

Additional performance bonuses are payable upon achievement of certain events, such as the football team participating in and/or winning a BCS Bowl Game or BCS National Championship, and men's or women's basketball participating in and/or winning conference and/or NCAA Championships.

In consideration for the rights granted, NIKE will receive sponsorship benefits as the "exclusive athletic footwear, apparel and accessories sponsor" of the Boise State Broncos. The teams, coaches and staff will be required to wear NIKE product in association with Athletic games and events, consistent with current agreements.

In the event that NIKE is unable to provide certain footwear, apparel and/or accessories, the University has the right to use an alternate supplier, upon notice to NIKE. In addition, certain products have been excluded from this contract where NIKE is unable to provide such equipment, for example Louisville Slugger products for softball.

If approved, the current contracts will be terminated and the terms of the attached contract shall be applied retroactively as of August 1, 2011 through June 30, 2017, unless terminated earlier in accordance with the contract terms. Upon expiration of the contract, NIKE has a right of first refusal and a matching right. The "Exclusive Negotiation Period" expires in 2016 in order to allow University time to find an alternate product and equipment supplier.

### **ATTACHMENTS**

Attachment 1 – Proposed Contract

Page 5

### **STAFF COMMENTS AND RECOMMENDATIONS**

This is an exclusive all-sport product and apparel supply agreement with NIKE. Except as otherwise specifically provided in the agreement, BSU team members, coaches and staff would be required to use and wear NIKE products during games, practices, exhibitions, events and public appearances in which they appear as official representative(s) of the university.

## **BUSINESS AFFAIRS & HUMAN RESOURCES**

**APRIL 19, 2012**

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The cash compensation referenced above under "Impact" may be reduced by NIKE if there is a change in BSU's football coach. The performance bonuses also referenced above are as follows:

### **Football Bonuses\***

Plays in a non-BCS "Tier I" Bowl Game**	\$10,000
Plays in a BCS Bowl Game	\$25,000
Wins National Championship	\$25,000

### **Men's Basketball Bonuses\***

Wins Regular Season Mountain West Championship	\$ 5,000
Wins Mountain West Tournament	\$ 5,000
Plays in NCAA Sweet Sixteen	\$10,000
Plays in NCAA Final Four	\$25,000
Wins NCAA Championship	\$25,000

### **Women's Basketball Bonuses\***

Wins Regular Season Mountain West Championship	\$ 2,500
Wins Mountain West Tournament	\$ 2,500
Plays in NCAA Sweet Sixteen	\$ 5,000
Plays in NCAA Final Four	\$10,000
Wins NCAA Championship	\$15,000

\* Bonuses shall be cumulative, i.e., if men's basketball achieves all of the above performances, BSU would earn \$70,000 in bonuses.

\*\* A Tier I bowl shall be deemed any bowl having a team payout of \$1.9 million or more.

In consideration of the products, apparel, and cash compensation specified in this agreement, BSU would agree to provide NIKE specified sponsor benefits including a specified number of season tickets to home games and tournament/championship/bowl games (if applicable) for all sports.

### **BOARD ACTION**

I move to approve the request by Boise State University to enter into a Multi-Sport Product Supply and Sponsorship Agreement with NIKE Inc. for the period August 1, 2011 to June 30, 2017, and to authorize the Vice President for Finance and Administration to execute the Agreement.

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

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**BOISE STATE UNIVERSITY – NIKE ALL-SPORT AGREEMENT**

THIS IS AN AGREEMENT made and entered into by and between Boise State University, having its principal administrative office at 1910 University Drive, MS 1020, Boise, ID 83725 ("UNIVERSITY"), and NIKE USA, Inc. (a wholly-owned subsidiary of NIKE, Inc.), an Oregon corporation having its principal offices at One Bowerman Drive, Beaverton, Oregon 97005-6453 ("NIKE").

**W I T N E S S E T H**

WHEREAS, UNIVERSITY, from and on its Boise State Campus, fields and maintains nationally recognized intercollegiate athletic teams (and retains the coaches and staff in connection therewith) and owns names, nicknames, mascots, trademarks, service marks, logographics, UNIVERSITY colors when used in combination with other identifiable UNIVERSITY indicia and/or symbols, and other recognized reference to UNIVERSITY or its intercollegiate athletic programs; and

WHEREAS, NIKE is a sports and fitness company engaged in the manufacture, distribution and sale of athletic and athleisure footwear, apparel and related accessories, and desires to support UNIVERSITY and its intercollegiate athletic programs (as described below).

NOW, THEREFORE, in consideration of the mutual promises, terms and conditions set forth herein, it is agreed as follows:

1. **DEFINITIONS.**

As used in this Agreement, the terms set forth below shall be defined as follows:

- (a) "Athletic Department" or "Department of Athletics" shall mean UNIVERSITY's Boise State Campus ("Campus") Athletic Department.
- (b) "Athletics Web Sites" shall mean <http://www.broncosports.com/> or any successor web site thereto and any other now existing or hereafter created official web site owned and/or controlled by the Athletic Department but specifically excluding, without limitation, [www.boisestate.edu](http://www.boisestate.edu) or any successor web site thereto.
- (c) "Coach" shall mean an individual in the employ of, and while employed by, UNIVERSITY during the term of this Agreement to act as a head coach of a Covered Program.
- (d) "Coach Properties" shall mean the Coach's name, nickname, initials, autograph, facsimile signature, voice, video or film portrayals, photographs, likeness and image or facsimile image, and any other means of identification used by such Coach in connection with the promotion of the UNIVERSITY-NIKE sponsorship and in accordance with the terms of this Agreement.
- (e) "Conference" shall mean the Mountain West Conference and such other intercollegiate athletic conferences of which UNIVERSITY is a member and in which a Covered Program competes.
- (f) "Contract Year" shall mean each consecutive twelve (12) month period from August 1 through July 31 during the Term of this Agreement; except that the Sixth Contract Year shall be the period from August 1, 2016 until June 30, 2017.
- (g) "Covered Program(s)" shall mean any and all NCAA Division I varsity intercollegiate athletic teams that are fielded by UNIVERSITY during the Term from and on the Campus which, as of the date of this Agreement, include: football; basketball (men's and women's); cross country (men's and women's); golf (men's and women's); softball; soccer (women's); swimming & diving (women's);

wrestling; track & field (men's and women's); gymnastics (women's); tennis (men's and women's); and volleyball (women's), and such other varsity programs as may be added by UNIVERSITY during the term of this Agreement. For purposes of this Agreement, the term shall also include the UNIVERSITY's official cheer and dance squads.

- (i) "Internet" shall mean a global network of interconnected computer networks or other devices which is used to transmit Internet Content that is directly or indirectly delivered to a computer or other device for display to a user thereof, whether such Internet Content is delivered through on-line browsers, off-line browsers, "push" technology, electronic mail, broadband distribution (whether cable, DSL or otherwise), satellite, telephony, wireless or any other means whether now known or hereafter created.
- (j) "Internet Content" shall mean text, graphics, photographs, film, video, audio and/or other data or information associated with the Internet.
- (k) "Athletic Department-controlled Content" shall mean text, graphics, photographs, film, video, audio and/or any other data, materials or information (e.g., statistics, biographical profiles, archival materials, etc.) of a public nature and relating to any and all Covered Programs to the extent or owned and controlled by Athletic Department.
- (l) "NCAA" shall mean the National Collegiate Athletic Association.
- (m) "NIKE Group" shall mean NIKE USA, Inc., NIKE Retail Services, Inc. (d/b/a NikeTown), their parent company NIKE, Inc., their licensees, distributors, subsidiaries and any successor company.
- (n) "Products" shall mean:
  - (1) all athletic and athletically inspired or derived footwear that members of any of Team, Coaches and/or Staff wear while participating in a Covered Program Activity;
  - (2) authentic competition apparel consisting of uniforms, sideline or courtside jackets and sweaters, game-day warm-ups, basketball shooting shirts, football player capes, wool and fitted caps, windsuits, rainsuits, sideline or courtside pants, shorts and shirts, "base-layer" apparel (i.e., compression/tight gear including padded and non-padded compression products) and similar apparel, activewear, thermal wear, and performance undergarments (collectively, "Authentic Competition Apparel") that members of any Team, Coaches and/or Staff wear while participating in a Covered Program Activity;
  - (3) all other apparel articles of an athletic nature including but not limited to polo shirts, golf shirts, tank-tops, T-shirts, sweatsuits, separates and other body coverings, and accessories of an athletic nature, including but not limited to headwear (other than protective headwear), headbands, wristbands, carrying and equipment bags, socks, hand-towels (e.g., quarterback on-field hand-towel), receiver's and linemen's gloves, weight training gloves, golf gloves, sleeves (e.g., single or double arm protective sleeves), batting gloves, weight training gloves, elbow and knee pads that members of any Team, Coaches and/or Staff wear or use while participating in a Covered Program Activity;
  - (4) footballs, men's basketballs, women's basketballs, soccer balls, volleyballs, and golf balls;

- (5) batting helmets, softball equipment bags (subject to Paragraph 8(a));
  - (6) golf bags, golf travel bags, golf clubs, and club head covers (subject to Paragraph 8(a));
  - (7) protective eyewear as may be worn during Covered Program Activities (e.g., football face mask eyeshields), eyewear with performance attributes and sunglasses;
  - (8) Dynamic Athletic Training equipment (e.g., parachutes, power bands, agility webs, speed ladders, power and quick react balls, etc.) and such other sports equipment as NIKE may add to its Product lines at any time during the term of this Agreement and subject to the provisions of Paragraph 16 below; provided, however, that the UNIVERSITY'S Covered Programs may continue to use such equipment in its possession upon the effective date of this Agreement;
  - (9) body-worn (or handheld) activity tracking/monitoring devices (e.g., heart rate monitors, pedometers, etc.) and/or performance or fitness improvement and/or activity enhancing electronic or digital devices including, but not limited to, watches (GPS and non-GPS enabled) and performance tracking monitors (collectively, "Fitness Devices"), subject to Paragraph 28(a)(5); and
  - (10) other sports equipment as NIKE may add to its Product lines at any time during the Term of this Agreement as further described herein.
- (o) "NIKE Products" shall mean all Products in connection with which, or upon which, the NIKE name, the Swoosh Design, the NIKE AIR Design, the Basketball Player Silhouette ("Jumpman") Design or any other trademarks or brands (e.g., Brand Jordan, Converse, Umbro, SPARQ) now or hereafter owned and/or controlled by NIKE (collectively, "NIKE Marks") appear.
  - (p) "NIKE Web Sites" shall mean [www.nike.com](http://www.nike.com), [www.nikebiz.com](http://www.nikebiz.com) or any successor web site thereto and any other now existing or hereafter created web site owned and/or controlled by a NIKE Group.
  - (q) "Staff" shall mean, collectively, all assistant coaches and strength coaches, equipment managers, trainers and any on-field/courtside staff (e.g., ball persons, etc.) employed by UNIVERSITY during the Term of this Agreement to provide services to any Covered Program.
  - (r) "Team" shall mean that group of athletes attending the Boise State Campus of UNIVERSITY during the Term of this Agreement and then comprising the roster of each Covered Program.
  - (s) "UNIVERSITY Marks" shall mean the identifications Boise State University, the nickname "Broncos" (as it relates to the University) and those marks set forth on Exhibit A attached hereto and incorporated herein by reference and which may be amended from time-to-time as mutually agreed.
  - (t) "Covered Program Activity" shall mean the official games, practices, exhibitions, events and public appearances of a Covered Program, in which a Team member, Coach and/or Staff member appears as an official representative of the UNIVERSITY.
  - (u) "Digital Features" shall mean digital content or applications whether or not used in conjunction with a NIKE Product (e.g., an add-on Nike+ or a mobile device

application), designed to improve, encourage, support or inspire performance, fitness and/or activity.

- (v) "Activity Based Information" shall mean performance and/or activity information/data digitally collected from the Teams or Team members during competition, training or other activities, including, but not limited to, speed, distance, vertical leap height, maximum time aloft, shot attempts, ball possession, heart rate, running route, etc.
- (w) "Dynamic Athletic Rating" shall mean any rating, testing, system or other method (including without limitation applications (e.g., on the Apple OS platform or Android platform operated devices) and video) of measuring, assessing or comparing athletic performance, athletic ability or athleticism (including without limitation athletic sensory performance such as vision).
- (x) "Dynamic Athletic Training" shall mean training programs, exercises, systems or other training methods designed to develop or improve an individual's athletic ability, athletic performance or athleticism (including without limitation athletic sensory performance such as vision).
- (y) "Celebration Apparel" shall mean a product (e.g., T-shirts or caps) bearing UNIVERSITY Marks which is designed to commemorate the UNIVERSITY's victory in an applicable championship (e.g., victory in a bowl game, tournament or national championship) which is commonly worn by Team members, Coaches and Staff immediately following the event on-field/on-court, in the locker room, and/or at a UNIVERSITY-sponsored celebration of the championship, and also includes any replica item of apparel which thereafter is made available for sale to the public.

## 2. TERM.

This Agreement shall remain in full force and effect for a period of six (6) Contract Years, from August 1, 2011 through June 30, 2017, unless sooner terminated in accordance with the terms of this Agreement (the "Term").

## 3. GRANT OF SPONSORSHIP RIGHTS, PRE-EXISTING AGREEMENTS.

In consideration of the Products to be supplied, and favorable pricing and purchase credit offered to UNIVERSITY as an educational institutional benefit by NIKE under this Agreement:

- (a) UNIVERSITY hereby grants to NIKE, and NIKE hereby accepts, (i) the designation as "the exclusive athletic footwear, apparel and accessories sponsor of Boise State University Athletics", "the official athletic footwear and apparel sponsor of (each Covered Program)", the "official athletic footwear sponsor of (each Covered Program)" and/or such similar designations as the parties may agree upon in writing (collectively, the "Designations"); and (ii) the non-exclusive right to utilize (subject to the approval and other provisions of Paragraph 13 and Paragraph 14 below) the UNIVERSITY Marks, the Coach Properties, the Designations and/or Activity Based Information in Digital Features, worldwide, in any media now known or hereafter created (including, without limitation, the Internet and mobile technologies) in connection with the manufacture, advertising, marketing, promotion and sale of NIKE Products and Digital Features, provided that such Digital Features branded with UNIVERSITY Marks may require a separate licensing agreement between NIKE and UNIVERSITY or its designated licensing agent. Such rights shall specifically include, but shall not be limited to, the following:



- (1) The exclusive right to supply Products for the Covered Programs and to use the Designations as described herein;
  - (2) The non-exclusive right to design, manufacture, market, and sell Products and Digital Features bearing or incorporating UNIVERSITY Marks (subject to Paragraph 4 below), and, with the prior written approval of the UNIVERSITY, to conduct promotions with and through NIKE retail accounts and over the Internet.
- (b) NIKE acknowledges that UNIVERSITY is a party to pre-existing contracts with respect to product supply as set forth on Schedule A.

UNIVERSITY represents that set forth on Schedule A hereto is, to the knowledge of the UNIVERSITY's Athletic Director, a true and complete listing of the supplied product and the expiration date of such contract. The parties hereto agree that upon the expiration date of such contract, the subject Products, program (and any Coach thereof, subject to expiration of any relevant personal services agreement) shall be deemed subject to all terms and conditions of this Agreement for the balance of the Term provided NIKE matches the complimentary product quantities and qualities that UNIVERSITY had then been receiving under the scheduled pre-existing contracts.

- (c) Celebration Apparel. The license rights granted by the UNIVERSITY to NIKE do not extend to the manufacture and/or sale of Celebration Apparel. Upon learning of the need for Celebration Apparel for a Covered Program in a given Contract Year, the UNIVERSITY shall inform NIKE of its need for such Celebration Apparel. If NIKE does not agree to supply the Celebration Apparel for the Covered Program in that Contract Year as specified by the UNIVERSITY within five (5) business days after receiving the notice from UNIVERSITY, UNIVERSITY may enter into an agreement with a third-party to supply such Celebration Apparel provided (i) such third-party is not also engaged in the manufacture or sale of athletic footwear, and (ii) UNIVERSITY shall use its best efforts to ensure that any Celebration Apparel provided to Team members, Coaches or Staff for their immediate post-game wear or use (or for any official victory celebration either immediately post-game or upon return to the UNIVERSITY campus) shall not bear any camera-visible brand or manufacturer identification incorporated within either the garments graphic design, labels, hangtags or otherwise. If NIKE agrees to provide the Celebration Apparel, it shall have the exclusive right to be the official supplier of the Celebration Apparel for that Covered Program in that Contract Year and the non-exclusive right and license to manufacture and sell such Celebration Apparel. In the event that any Celebration Apparel is controlled by the NCAA, Conference or a bowl sponsor/organizer and the UNIVERSITY's use of such Celebration Apparel is made a condition of participation in a bowl game or other event or is made a material part of any agreement to participate in the bowl game or other event, then the UNIVERSITY shall have the right to use such Celebration Apparel. To the extent possible, UNIVERSITY agrees to use its best efforts to ensure that any Celebration Apparel required by the NCAA, Conference or event sponsor/organizer shall not bear the marks of any Competitor.

#### 4. RETAIL LICENSING RIGHTS.

UNIVERSITY (or its designated licensing agent, currently the Collegiate Licensing Company "CLC"), and NIKE shall enter into and maintain in full force and effect during the Term, a manufacturers and sale license (on the UNIVERSITY's standard terms and conditions except as expressly described below to the contrary):

- (a) Extending to NIKE (and its brands, e.g., Brand Jordan, Converse and Umbro), coterminous with this Agreement, the exclusive right (subject to pre-existing contracts) to use the UNIVERSITY Marks to manufacture and sell domestically at retail, and in any and all channels, all jersey silhouettes (e.g., authentic, alternative jerseys, replica jerseys, throwback jerseys, etc.) for all Covered Programs (e.g., football, basketball, etc.) at a fixed royalty rate of fourteen percent (14%), and such minimum royalty guarantees to be agreed upon by the parties, if any. If at any time during the Term, NIKE (or its licensee), (i) fails or ceases to manufacture any of the foregoing Licensed Product (as defined below) categories, or (ii) is unable to timely supply any of the foregoing Licensed Product categories (e.g., "hot market"), then UNIVERSITY shall have the right, subject to prior approval by NIKE, not to be unreasonably withheld or delayed, to grant an alternative licensee the right to manufacture and distribute such applicable Licensed Product(s) that do not bear any externally visible manufacturer/maker identification and provided they are not sourced from any manufacturer of athletic footwear and provided further that UNIVERSITY shall cease utilizing such alternative licensee(s) upon written notice from NIKE that it is willing and able to manufacture and distribute the applicable Licensed Product categories. Notwithstanding the exclusivity described in this Paragraph, UNIVERSITY shall be permitted to continue its existing non-exclusive license with Tiedman and Formby for the right to make throwback jerseys featuring UNIVERSITY Marks, provided that any throwback jerseys produced by Tiedman and Formby (i) shall not depict NIKE branding or any manufacturer's branding, and (ii) shall be substantially different in construction, fabrication and decoration from the jersey silhouettes produced by NIKE. The parties agree that the throwback jerseys featuring UNIVERSITY Marks currently distributed by Tiedman and Formby are substantially different from the jersey silhouettes that will be manufactured by NIKE, and that future throwback jerseys manufactured by Tiedman and Formby will be at least as different from the jersey silhouettes produced by NIKE as the current throwback jerseys permitted hereunder are.
- (b) Extending to NIKE (and its brands, e.g., Brand Jordan, Converse and Umbro), the non-exclusive right to use the UNIVERSITY Marks to manufacture and sell at retail, and in any and all channels, polo shirts, golf shirts, T-shirts, fleece tops and separates and such other Products as NIKE may from time-to-time reasonably request be added under the license, at a fixed royalty rate of ten percent (10%), or the then-current royalty rate as apply to other licensees on a most favored nation basis, and such minimum royalty guarantees as may be agreed upon by the parties, if any.

The Products licensed for retail sale pursuant to this Paragraph 4, collectively, "Licensed Products", and the retail license UNIVERSITY causes to be extended hereunder, the "Retail License".

If necessary, UNIVERSITY agrees to take any necessary steps to ensure that the terms of the contract between UNIVERSITY and CLC are consistent with the terms of this Agreement. In the event of any conflict, however, the terms and conditions of this Agreement shall control and prevail over the terms and conditions of the UNIVERSITY's contract with CLC. The termination or expiration of the UNIVERSITY's contract with CLC will have no effect upon this Agreement.

## 5. INTERNET RIGHTS.

Each Contract Year, UNIVERSITY shall, and without limiting any other rights granted hereunder, provide NIKE with the following benefits in connection with the Internet:

- (a) Such sponsor acknowledgement rights or benefits with regard to the Athletics Web Site as are consistent with those that UNIVERSITY has granted to other top tier commercial, UNIVERSITY sponsors or licensees, and UNIVERSITY represents that with regard to the Athletics Web Site, it shall not treat NIKE less favorably than any other top tier commercial sponsor or commercial entity to which UNIVERSITY has granted any sponsor acknowledgement rights with respect to the Athletics Web Site, subject to any agreements entered into by the then Conference(s) of UNIVERSITY.
- (b) In addition to the foregoing, if requested, NIKE will receive the opportunity, as is consistent with those that UNIVERSITY has granted to other commercial UNIVERSITY sponsors or licensees, to create a link from the Athletics Web Site to a NIKE Web Site. The appearance, location and size of the acknowledgement and the link shall be subject to final determination by UNIVERSITY and in accordance with UNIVERSITY policy, and any applicable Conference policies.
- (c) The UNIVERSITY reserves the right to de-link at any time when it determines in its sole discretion that the site to which the link is connected violates UNIVERSITY policy, mission, or goals.

## 6. NIKE'S PRODUCT CONSIDERATION.

In partial consideration for the rights granted under this Agreement:

- (a) Each Contract Year, UNIVERSITY shall be entitled to order directly from NIKE, and receive, the below-indicated amounts of NIKE Product for use by (or in connection with) the Covered Programs, clinics, camps, Coaches, Staff and such other purposes as UNIVERSITY and/or the Director of Athletics may deem appropriate to support the relationship between the parties. The aggregate retail value of supplied product that Athletic Department may order for each Contract Year shall be as set forth in the table below (each, an "Annual Product Allotment"). Such NIKE Products shall include, but shall not be limited to, game and practice uniforms, competition balls, and footwear for use by the Covered Programs.

1st Contract Year (2011-12)	\$ 850,000
2nd Contract Year (2012-13)	\$ 850,000
3rd Contract Year (2013-14)	\$1,000,000
4th Contract Year (2014-15)	\$1,000,000
5th Contract Year (2015-16)	\$1,150,000
6th Contract Year (2016-17)	\$1,150,000

Notwithstanding the above-stated annual product commitments, (1) UNIVERSITY shall be permitted a maximum carry-over of Two Hundred Thousand Dollars (\$200,000) of unordered annual allotment of merchandise from 1st Contract Year to the 2nd Contract Year, and (2) for each subsequent Contract Year through the 5th Contract Year, UNIVERSITY shall be permitted a maximum carry-over of One Hundred Thousand Dollars (\$100,000) of unordered annual allotment of merchandise from one Contract Year to the next; provided that for each Contract Year UNIVERSITY desires to carry-over from the previous year's allotment, it shall so notify NIKE in writing of such desire (and the intended amount of carry-over) by no later than April 1st of the then-current Contract Year, and provided further that if

the carry-over amount is not used in the Contract Year into which it has been carried, such carry-over amount shall be forfeited. (By way of example, if UNIVERSITY desires to carry-over \$100,000 of its allotment from the 2nd Contract Year into the 3rd Contract Year, it must so notify NIKE of such desire by April 1, 2013, and if such carried over amount is not used by the conclusion of the 3rd Contract Year it shall be forfeited.)

- (b) Each Contract Year,
  - (1) Provided UNIVERSITY has then ordered at least 350 pairs of football shoes under its Annual Product Allotment for such year, anytime in such year after such minimum order requirement is met, UNIVERSITY shall be entitled to order direct from NIKE, on a "2 for 1" basis, additional football shoes for team use and subject to quantity availability. For purposes of this subsection, "2 for 1" shall mean that for every two (2) pairs of football shoes purchased from NIKE, UNIVERSITY shall receive from NIKE, free of charge, one (1) pair of football shoes. (By way of example illustrating the foregoing, if for the 2011 Season UNIVERSITY has placed an initial order for 350 pairs of football shoes and to be credited against its Annual Product Allotment, then places a subsequent single purchase order that season for an additional 150 pairs of football shoes—UNIVERSITY would pay published wholesale price for 100 pairs, and would receive 50 pairs free of charge.)
  - (2) Provided UNIVERSITY has then ordered at least 500 pairs of football gloves under its Annual Product Allotment for such year, anytime in such year after such minimum order requirement is met, UNIVERSITY shall be entitled to order direct from NIKE, on a "1 for 1" basis, additional football gloves for team use and subject to quantity availability. For purposes of this subsection, "1 for 1" shall mean that for every pair of football gloves purchased from NIKE, UNIVERSITY shall receive from NIKE, free of charge, one (1) pair of football gloves. (By way of example illustrating the foregoing, if for the 2011 Season UNIVERSITY has placed an initial order for 500 pairs of football gloves and to be credited against its Annual Product Allotment, then places a subsequent single purchase order that season for an additional 200 pairs of football gloves—UNIVERSITY would pay published wholesale price for 100 pairs, and would receive 100 pairs free of charge.)
- (c) BCS Adjustment. If during the Term UNIVERSITY's Covered Programs should join an Automatic Qualifying BCS conference, or UNIVERSITY's Conference should earn Automatic Qualifying BCS status (i.e., become an automatic BCS Bowl qualifier), then, in the first year of such Automatic Qualifying BCS status and each Contract Year thereafter, the annual product allocation set forth in Paragraph 6(a) above shall increase by One Hundred Thousand Dollars (\$100,000) (retail value) for each Contract Year. If during the Term UNIVERSITY's football program only should join an Automatic Qualifying BCS conference, then the annual product allocation set forth in Paragraph 6(a) above shall increase by Seventy Five Thousand Dollars (\$75,000) (retail value) for each Contract Year. The parties agree that if and when UNIVERSITY joins the Big East Conference in 2013 for Football the aforementioned BCS Increase shall take effect for that Contract Year and thereafter. The parties further agree that if any schools comprising the Big East Conference at the time of execution of this Agreement leave the Big East Conference and are not replaced by schools of equal or better performance in football, as shall be reasonably agreed between the parties, the parties shall agree to discuss whether the BCS Increase shall apply. Notwithstanding anything to the

contrary, nothing in this paragraph shall cause a reduction to the Annual Product Allotment set forth in Paragraph 6(a).

**7. PRODUCT ORDERING, DELIVERY & LOGO USE ON PRODUCT.**

- (a) The exact styles, sizes and delivery dates and, where appropriate, quantities of NIKE Products ordered under this Agreement shall be as reasonably specified by the UNIVERSITY and consistent with NIKE's overall product marketing strategy. NIKE shall propose styles each year, sufficiently in advance, to allow UNIVERSITY adequate time for consideration. Each such Contract Year, if UNIVERSITY desires quantities of NIKE Product in excess of that provided under its Annual Product Allotment, UNIVERSITY may order and purchase such additional quantities of the NIKE Products at NIKE's published wholesale prices (or on terms as otherwise provided under Paragraph 6(b) above), subject to availability and NIKE standard account sales terms and conditions. Except as otherwise described in this Agreement, in no event shall UNIVERSITY Athletic Department purchase any Products (including footwear and core basic apparel – e.g., T-shirts, shorts, fleece and socks), for Covered Program use, from any third-party without NIKE's approval. All Products to be supplied by NIKE hereunder shall be delivered F.O.B. to UNIVERSITY. Only properly submitted orders from UNIVERSITY's Athletic Business Office shall be filled by NIKE.
- (b) UNIVERSITY acknowledges that Annual Product Allotments shall be delivered to UNIVERSITY generally one (1) month prior to the start of the regular season for each Covered Program and that annual allotments must typically be ordered 9-12 months in advance of each season to ensure timely delivery. As long as UNIVERSITY places all its orders by the October 1 preceding any Contract Year (and which October 1st order deadline NIKE agrees shall not apply with respect to the 1st Contract Year), the annual product allotment for each Covered Program shall be delivered to UNIVERSITY by the following dates during such Contract Year:

Football (Basics & Uniforms)	July 1
Basketball	
Basics	July 1
Uniforms	October 1
All other Fall Athletic Programs	
Basics	July 1
Uniforms	August 1
All Spring Athletic Programs	
Basics	July 1
Uniforms	December 1

Notwithstanding the foregoing, however, if approved in writing by UNIVERSITY (such approval not to be unreasonably withheld), certain products within a Covered Program's product allotment may be delivered later than the date specified above, depending on their date of actual use, furthermore, UNIVERSITY acknowledges that, once apparel ordering deadlines have been met, product delivery may be staggered in accordance with a mutually agreed priority schedule. (By way of example, with respect to football product, footwear and practice wear would be delivered by July 1st, game uniforms by photo day, and cold weather wear by October 1st.)

- (c) UNIVERSITY acknowledges that the placement of the NIKE logo, as it is currently permitted by the NCAA (in terms of size, location placement, color contrast/prominence and/or number of placements), on Authentic Competition Apparel is a bargained for material benefit contemplated by NIKE under this Agreement and that such continued degree of manufacturer logo prominence on competition product is of the essence of this Agreement. Accordingly, during the Term, UNIVERSITY shall take no action that shall have the effect of relocating (except for a more favorable placement should a subsequent relaxation in rules so permit), reducing, or restricting NIKE's logo placement rights on Competition Apparel as such logo now is permitted by current relevant NCAA rules or regulations including, but not limited to, NCAA Rule 12.5.4. Notwithstanding anything contained in this subparagraph, UNIVERSITY further acknowledges that nothing herein shall be construed as a restriction of any right of NIKE to avail itself of such more favorable presentation or placement of its logo (e.g., size, color contrast, number of placements, location of placement, etc.) as may be currently permitted under NCAA, Conference and/or other applicable rules, or hereafter permitted by any subsequent relaxation in NCAA, Conference and/or other applicable rules, provided that, the NIKE logo shall be of no greater prominence than UNIVERSITY's logo(s).
- (d) On a monthly basis during the Term, NIKE shall provide the UNIVERSITY with a reasonably detailed written sport-by-sport report of the then-current status of orders, use of Annual Product Allotment, use of carry-over, and such other information as the parties shall agree upon.

#### 8. USE OF NIKE PRODUCTS.

- (a) Throughout the Term, UNIVERSITY shall make NIKE Products available on an exclusive basis to all Covered Programs, to be worn and/or used by Team members, Coach and Staff during Covered Program Activities during which Team members, the Coach and Staff wear and/or use Products. UNIVERSITY shall require the Coach and Team and Staff members to wear and/or use exclusively NIKE Products during such activities. Notwithstanding the foregoing, NIKE acknowledges and agrees that (i) members of the swim program shall have the right to use performance swim suits of their choice from any manufacturer (and with such manufacturer's logo camera-visible) so long as no promotional benefit of any kind shall accrue via contract to either the supplier of such item(s) or to UNIVERSITY (e.g., such product may not be provided to UNIVERSITY in exchange for advertising or promotional rights); (ii) members of the gymnastics program shall have the right, if they so elect, to use leotards of their choice from any manufacturer principally known in the industry for supply of such product (e.g., Danskin and with such manufacturer's logo camera-visible) so long as no promotional benefit of any kind shall accrue via contract to either the supplier of such item(s) or to UNIVERSITY (e.g., such product may not be provided to UNIVERSITY in exchange for advertising or promotional rights); (iii) other than sports camps and/or clinics associated with the football program, Department controlled sports camps and clinics shall have the option to use generic T-shirts (i.e., non-NIKE) that do not bear any externally visible manufacturer/maker identification and provided they are not sourced from any manufacturer of athletic footwear; (iv) the wear and/or use of certain NIKE Products by certain Covered Programs is subject to the provisions of Paragraph 8(a)(i) and (ii) above; (v) Team members, Coaches and Staff may wear non-athletic footwear and apparel, as appropriate, in connection with Covered Program Activities (e.g., banquets or awards dinners, meetings, road game travel, etc.) and that the election to not wear

NIKE Product for such activities shall not constitute a breach of this Paragraph; (vi) members of the golf Team shall have the right to use golf clubs and golf balls of their choice (but not any other golf equipment or products) from any manufacturer, and with such manufacturer's logo camera-visible so long as no sponsorship or promotional benefit of any kind shall accrue to either the source of such item(s) or to UNIVERSITY (for avoidance of doubt, the parties agree that UNIVERSITY may source such product on a complimentary basis but cannot, in exchange for such complimentary supply of product, provide the supplier with any acknowledgments, advertising or promotional rights); and (vii) members of the women's softball Team shall have the right to use Louisville Slugger softball bats, equipment bags, female catcher's wear and female batting wear which shall include protective wear such as chest protectors, leg guards, masks, and gloves, and with such manufacturer's logo camera-visible so long as, subject to UNIVERSITY's pre-existing agreement, no promotional benefit of any kind shall accrue to either the supplier of such item(s) or to UNIVERSITY (e.g., such product may not be provided to UNIVERSITY in exchange for advertising or promotional rights), and UNIVERSITY's usage of products permitted under this Section or provision of benefits under UNIVERSITY's pre-existing agreement shall not constitute a breach of this Section 15 or this Agreement. As described in subparagraph (b) below, NIKE further agrees to work with and use best efforts to resolve any Team member experiencing problems in connection with fit or performance of NIKE footwear. *To the fullest extent permitted under Idaho state laws, UNIVERSITY specifically waives, only as against NIKE, all express warranties (except as stated in the Agreement), and implied warranties of merchantability or fitness for a particular purpose.*

- (b) UNIVERSITY shall ensure that no Team member, Coach or Staff member shall:
  - (1) Alter or permit the alteration of any NIKE Product provided hereunder, and worn or used by them in connection with the Covered Program activities contemplated hereunder, to resemble a non-NIKE Product; or
  - (2) Wear, in connection with the Covered Program activities contemplated hereunder, any non-NIKE Products which have been altered to resemble NIKE Products.
- (c) Except as otherwise stated in this Agreement, UNIVERSITY shall ensure that no Coach, Staff or Team member shall wear and/or use any athletic footwear, or other Products, manufactured by companies other than NIKE, in connection with the Covered Program Activities contemplated hereunder.
- (d) UNIVERSITY acknowledges that "spatting" or otherwise taping, so as to cover any portion of the NIKE footwear worn by members of the Team during Covered Program Activities during which Team members wear athletic shoes is inconsistent with the purpose of this Agreement and the benefits to be derived from it by NIKE and is a material breach of this Agreement. Notwithstanding the foregoing, isolated spatting or taping as is deemed medically advisable, for example in instances where a player is injured during competition and the in-game determination is made that the player can continue to play if the player's ankle and shoe are taped-over, shall not be deemed a breach of this Agreement.
- (e) UNIVERSITY shall not permit (i) the trade name, trademark, name, logo or any other identification of any person, company or business entity other than NIKE, UNIVERSITY, the Conference, the NCAA or relevant post-season event, to appear on NIKE Products worn or used by Coach, Staff or Team members, in connection with the Covered Program Activities contemplated hereunder (excluding only

activities such as golf fundraisers where tournament shirts may be co-branded with the logos of sponsors permitted under this Agreement, and, provided that such event is controlled by UNIVERSITY, such items are exclusively embellished by and sourced from NIKE) or (ii) any third party to screen-print upon, or otherwise embellish, any NIKE Product worn or used by Coaches, Staff or Team members in connection with the Covered Program Activities contemplated hereunder.

9. CASH CONSIDERATION.

- (a) Base Compensation. In partial consideration of the rights granted, and performances rendered, by UNIVERSITY hereunder, NIKE shall pay UNIVERSITY Base Compensation in each Contract Year in the amount set forth below opposite the indicated Contract Year, to be paid in two (2) equal semi-annual installments to be made on July 1 and January 1 of each Contract Year (and subject to Paragraph 17 below).

1st Contract Year (2011-12)	\$30,000
2nd Contract Year (2012-13)	\$30,000
3rd Contract Year (2013-14)	\$40,000
4th Contract Year (2014-15)	\$40,000
5th Contract Year (2015-16)	\$50,000
6th Contract Year (2016-17)	\$50,000

Notwithstanding the foregoing, if there is a change in the football Coach during the Term, NIKE may, in its sole discretion, equitably reduce the scheduled Base Compensation to be paid UNIVERSITY going forward taking into account the diminution of value resulting from such football Coach change, in NIKE's sole judgement.

- (b) Performance Bonuses. In the event that the indicated Covered Program achieves any of the following performances during any Contract Year, UNIVERSITY shall, within ninety (90) days of such accomplishment, invoice NIKE for payment of the corresponding bonus amount (and which bonus UNIVERSITY acknowledges may be subject to forfeit if not timely invoiced) which NIKE shall pay within thirty (30) days of its receipt thereof:

Football Bonuses*	
Plays in a non-BCS "Tier I" Bowl Game**	\$10,000
Plays in a BCS Bowl Game	\$25,000
Wins National Championship	\$25,000
Men's Basketball Bonuses*	
Wins Regular Season Mountain West Championship	\$ 5,000
Wins Mountain West Tournament	\$ 5,000
Plays in NCAA Sweet Sixteen	\$10,000
Plays in NCAA Final Four	\$25,000
Wins NCAA Championship	\$25,000
Women's Basketball Bonuses*	
Wins Regular Season Mountain West Championship	\$ 2,500
Wins Mountain West Tournament	\$ 2,500
Plays in NCAA Sweet Sixteen	\$ 5,000
Plays in NCAA Final Four	\$10,000
Wins NCAA Championship	\$15,000



\*Bonuses shall be cumulative, i.e., if men's basketball achieves all of the above performances, UNIVERSITY would earn \$70,000 in bonuses.

\*\*A Tier I bowl shall be deemed any bowl having a team payout of \$1.9 million or more.

Notwithstanding the foregoing, UNIVERSITY acknowledges that if it is subject to a sanction(s) that includes that any of the above accomplishments is vacated, UNIVERSITY shall be required to return to NIKE any performance bonus paid for such vacated accomplishment within sixty (60) days of notice from NIKE (or, if UNIVERSITY so elects, NIKE may set-off such amounts against future cash payments due to UNIVERSITY).

#### 10. PROMOTIONAL APPEARANCES.

Solely in connection with the promotion of NIKE Products and/or the NIKE brand:

- (a) Each Contract Year, upon reasonable prior notice and subject to any coaching commitment and/or applicable UNIVERSITY policy, if so requested by NIKE, UNIVERSITY shall make (i) the football Coach available for up to two (2) appearances, and (ii) all other Coaches available for one (1) appearance. No single appearance shall exceed twenty-four (24) hours in duration, including travel time, unless otherwise agreed upon in advance. Such appearances may include, but are not limited to, photo shoots for posters, brochures or in-store displays, production sessions related to filming commercials and/or video productions and/or advertising, retail store appearances, trade shows, speaking engagements, appearances at sports clinics, celebrity events and other public appearances. UNIVERSITY shall receive no additional compensation for such appearances.
- (b) NIKE agrees to pay all reasonable and necessary out-of-pocket expenses incurred by the UNIVERSITY and/or any Coach in connection with any appearance hereunder, including first class airfare. In the event Coach attends the NIKE Coach of the Year Clinics, the parties agree NIKE shall pay coach class airfare.

#### 11. OTHER SPONSOR BENEFITS.

During the Term, in connection with the Covered Programs, UNIVERSITY shall provide (and to the extent controlled by Broncos Sports Properties shall use all reasonable efforts to secure from Broncos Sports Properties) NIKE with the following promotional benefits at no additional cost to NIKE except as otherwise indicated:

- (a) NIKE shall receive season tickets to home games (and neutral site games as indicated below) for each Covered Program in accordance with the following:

PROGRAM	No. TICKETS*
Football (home)	6 tickets (in block seats); 3 premium parking passes
Football (if applicable, Conference Championship)	6
Bowl Game (if applicable)	8 complimentary with opportunity to purchase additional 12 tickets
Basketball (M)	6 (adjacent seats or blocks of 2)
Basketball Tournament (M) (Conference & NCAA or NIT, if applicable)	6 (per round, adjacent seats)
Basketball (W)	6 (adjacent seats)
Basketball Tournament (W) (Conference & NCAA or NIT, if applicable)	6 (per round, adjacent seats)
Other Ticketed Programs	4 (adjacent seats)
* All tickets shall be "best available" (following sale of season tickets) lower-level seating, adjacent seats.	

In addition, each season, UNIVERSITY shall provide NIKE with a block of forty (40) tickets (in addition to the above-indicated 6 football tickets per game) to one mutually agreed designated home football game.

- (b) During regular season home games of the football program commencing with the 2012 football season, prominent, camera-visible, UNIVERSITY-controlled signage in its football stadium, with the placement and size of such signage to be mutually agreed upon.
- (c) During regular season home games of the football program, a suitable, high-traffic, location within the football stadium at which NIKE may, at its option and expense, and in conjunction with UNIVERSITY's bookstore (if required), set up a display and promote NIKE Product during home football games.
- (d) NIKE logo placement in UNIVERSITY's indoor practice facility.
- (e) During regular season home games of a Covered Program, at each home football and basketball game, suitable in-game P.A. announcements and/or electronic board messages recognizing NIKE as the exclusive Products sponsor of the UNIVERSITY's athletic program.
- (f) Prominent NIKE name and/or logo recognition in mutually agreed upon sports-related publications of the Athletic Department.
- (g) One full-page, 4-color NIKE sponsor acknowledgment (camera-ready ad to be produced and provided by NIKE at its cost) in the home, regular season football game day program.
- (h) In addition to the above, the Athletic Department shall afford, and shall use best efforts to cause Broncos Sports Properties to afford, NIKE advance notice and the opportunity to consider purchasing participation in any and all additional Department-specific sponsor acknowledgment opportunities, in any media, which become available during the Term.

NIKE acknowledges and agrees that any recognition, name or logo identification, statement or acknowledgement provided by the UNIVERSITY under this paragraph or this Agreement shall comply with the requirements of 26 USC 513 or other applicable law or regulations to qualify the payment to the UNIVERSITY as a "qualified sponsorship payment" and as such NIKE shall not have the right to display a message that contains a comparative or qualitative description of NIKE Product, price information or other indications of savings or value, endorsement a sponsorship, or an inducement to purchase, sell or use NIKE Product. All copy and graphics proposed for display by NIKE are subject to reasonable approval by the UNIVERSITY. All such recognition is subject to and shall comply with all NCAA and Conference rules and regulations.

## 12. DESIGN & MARKETING CONSULTATION.

- (a) UNIVERSITY acknowledges NIKE's industry leadership in the design of performance product and its expertise and innovation in the area of sports marketing and that such leadership, expertise and innovation is a material inducement to UNIVERSITY's entrance into this Agreement. NIKE shall continue its efforts to produce high quality Products through consultation with coaches and staff of successful athletic programs such as UNIVERSITY and whose full cooperation is important to NIKE, as such individuals have knowledge that can be useful in the research, development and production of NIKE Products, and is of the essence of this Agreement. Upon reasonable request by NIKE, UNIVERSITY shall require designated Coaches and Staff to provide NIKE with written or oral reports

concerning the NIKE Products supplied to each through NIKE's product development and testing program (such product is supplied outside of the Annual Product Allotment and not counted against it, e.g., prototype product) which reports shall be provided "as is" and without any representation or warranty whatsoever, and used solely by NIKE for its internal purposes (if at all) at its own risk as it may deem appropriate. Such reports shall address the fit, wear characteristics, materials and construction techniques of such Products.

- (b) UNIVERSITY acknowledges that a material inducement to NIKE's entrance into this Agreement is to provide broad and prominent exposure for the NIKE brand and particular Product models and styles. Accordingly, UNIVERSITY shall require the use, in practices and games, by the Team as NIKE may reasonably request, such specific models and/or styles of NIKE Products as NIKE may designate from time to time and UNIVERSITY further acknowledges that this undertaking is a material term, and is of the essence, of this Agreement.

### 13. ADVERTISING APPROVALS.

- (a) If for other than wholly internal purposes NIKE (as opposed to consumers through consumer-generated content) desires to use the UNIVERSITY Marks, NIKE shall first submit a sample or the concept of the proposed advertisement or promotion or sponsorship materials (or other use) to UNIVERSITY for approval through UNIVERSITY's Director of Trademark Licensing, which approval shall not be unreasonably withheld. UNIVERSITY shall use its best efforts to advise NIKE of its approval or disapproval of the sample or concept within fifteen (15) business days of its receipt thereof. UNIVERSITY's approval, or disapproval, shall be in writing. (If a submission is disapproved, UNIVERSITY's written notice thereof shall set forth in reasonable detail the basis for such disapproval.) Any submitted item that has not been approved within twenty (20) business days of receipt by UNIVERSITY shall be deemed disapproved. Once a submitted sample or concept is approved, NIKE shall not depart therefrom in any material respect without re-submission of the item and obtaining UNIVERSITY's further approval.
- (b) Except as otherwise set forth herein, in the event UNIVERSITY desires to use the NIKE Marks in any advertising or promotion (e.g., in connection with any camp or clinic), UNIVERSITY shall first submit a sample or the concept of the proposed advertisement or promotion to NIKE for approval, which approval shall not be unreasonably withheld. NIKE shall use its best efforts to advise UNIVERSITY of its approval or disapproval of the sample or concept within fifteen (15) business days of its receipt thereof. NIKE's approval, or disapproval, shall be in writing. (If a submission is disapproved, NIKE's written notice thereof shall set forth in reasonable detail the basis for such disapproval.) Any submitted item that has not been approved within twenty (20) business days of receipt by NIKE shall be deemed disapproved. Once a submitted sample or concept is approved, UNIVERSITY shall not depart therefrom in any material respect without re-submission of the item and obtaining NIKE's further approval.

### 14. DEVELOPMENT OF NEW LOGO & TRADEMARK OWNERSHIP.

- (a) If UNIVERSITY desires to develop an additional, wholly new, trademark, service mark, symbol and/or logographic for use solely in connection with the Covered Program (collectively, "New Logo"), UNIVERSITY shall in writing notify NIKE of such intention and agrees to meet with NIKE, upon NIKE's request, to discuss in good faith the use of NIKE's services to design such New Logo. Such discussions must occur prior to UNIVERSITY's engaging in negotiations with any third party to

provide such design services; provided that UNIVERSITY shall not be precluded from negotiating with, and retaining, others for such services after the passage of thirty (30) days from the date notice is first given to NIKE under this paragraph. NIKE shall have no rights in any New Logo for which NIKE provided no design services. Should UNIVERSITY elect to have NIKE undertake such design assignment, NIKE shall provide such design services at no expense to UNIVERSITY except as provided below. In the event NIKE designs such New Logo and it is approved by UNIVERSITY, then UNIVERSITY shall be the sole owner of all right, title and interest in and to the New Logo. NIKE agrees to execute the documents reasonably necessary to assign all rights in the New Logo to UNIVERSITY prior to any use of the New Logo. Following the expiration or termination of the Agreement for any reason, NIKE shall have no further rights, except as otherwise provided herein, with respect to the New Logo. UNIVERSITY acknowledges that all trademark/copyright registration and maintenance expenses in connection with the New Logo shall be at its expense and NIKE agrees that it shall not incur any such expense on behalf of UNIVERSITY without UNIVERSITY's prior written approval.

- (b) NIKE recognizes the value of the UNIVERSITY Marks and acknowledges that the goodwill attached thereto belongs to UNIVERSITY and that nothing in this Agreement serves to assign, convey or transfer to NIKE any rights, title or interest in or to the UNIVERSITY Marks and that UNIVERSITY owns the UNIVERSITY Marks and has the exclusive right thereto, subject only to the license granted to NIKE in this Agreement and licenses granted to others. Notwithstanding anything in this Paragraph 14, or elsewhere in this Agreement, to the contrary, nothing herein shall be construed as conveying to UNIVERSITY any copyright in any NIKE television commercial in which the UNIVERSITY Marks appear (and which use has been approved by UNIVERSITY) and UNIVERSITY acknowledges that for any such commercial NIKE shall be the copyright owner.
- (c) UNIVERSITY recognizes the value of the NIKE Marks and acknowledges that the goodwill attached thereto belongs to NIKE and that nothing in this Agreement serves to assign, convey or transfer to UNIVERSITY any rights, title or interest in or to the NIKE Marks.

#### 15. RIGHTS OF FIRST DEALING AND FIRST REFUSAL.

- (a) At NIKE's request, UNIVERSITY shall negotiate with NIKE in good faith with respect to the terms of a renewal of this Agreement. The parties shall not be obligated to enter into an agreement if they cannot settle on mutually satisfactory terms. Prior to May 1, 2016 (the "Exclusive Negotiating End Date") UNIVERSITY shall not engage in discussions or negotiations with any third party with respect to the supply and/or sponsorship of any Products after the Term ("Product Supply/Sponsorship").
- (b) During the Term (i.e., anytime between the Exclusive Negotiating End Date and June 30, 2017), and for a period of ninety (90) days thereafter, NIKE shall have the right of first refusal for Product Supply/Sponsorship, as follows. If UNIVERSITY receives any bona fide third party offer at any time on or after the Exclusive Negotiating End Date with respect to any Product Supply/ Sponsorship, UNIVERSITY shall submit to NIKE in writing the specific terms of such bona fide third party offer in the form of a true copy which shall be on the offeror's letterhead or other identifiable stationery or imprint readily authenticable by NIKE as having originated with such third-party offeror. NIKE shall have fifteen (15) business days from the date of its receipt of such true copy of the third party offer to notify

UNIVERSITY in writing if it will enter into a new contract with UNIVERSITY on terms no less favorable to UNIVERSITY than the material, measurable and matchable terms of such third party offer. If NIKE so notifies UNIVERSITY within such 15-day period, UNIVERSITY shall enter into a contract with NIKE on the terms of NIKE's offer. If NIKE fails or declines to match or better the material, measurable and matchable terms of such third party offer within such 15-day period, UNIVERSITY may thereafter consummate an agreement with such third party on the terms of the offer made to UNIVERSITY. Prior to the Exclusive Negotiating End Date, UNIVERSITY shall not solicit, consider or present to NIKE, and NIKE shall not be obligated to respond to, any third party offer for any Product Supply/Sponsorship. For avoidance of doubt, it is understood that once a third party offer has been submitted to NIKE, NIKE's right of first refusal expires (i) fifteen (15) business days after such offer has been submitted, or (ii) upon NIKE's notification that it has declined to match, whichever is sooner, thus cutting short the 180-day post-contract period.

16. RIGHTS FOR NEW PRODUCTS.

From time-to-time during the Term of this Agreement, NIKE may add to its Products line one or more items of sports equipment. If at any time during the Term NIKE shall have a bona fide intention to expand its Products line by adding any such item(s), then NIKE shall give UNIVERSITY advance written notice of the particular item(s) then in development by NIKE and an adequate out of season and/or pre-season opportunity to sample and field-test the new item(s). Following such testing opportunity, UNIVERSITY agrees that, subject to the Athletic Director's and Coach's satisfaction as to quality and suitability of such new product, once such item is commercially available, and subject to any then-existing applicable UNIVERSITY agreements with other vendors for such item or items, then such item(s) shall thereafter be deemed to be included in "Products" as defined in Paragraph 1(n) above and "NIKE Products" as defined in Paragraph 1(o) above and covered in all pertinent respects by the terms hereof and UNIVERSITY shall no longer be permitted to source such Products from a manufacturer other than NIKE. Thereafter, UNIVERSITY shall make such new Product item(s) available to Coach, Staff and/or Team members, NIKE shall supply UNIVERSITY with sufficient quantities for such purpose to be mutually agreed upon by the parties, including quantities equal to or greater than the quantities of any comparable item(s) which UNIVERSITY, Coach, Staff and/or Team members are then receiving from a third party, and UNIVERSITY shall thereupon distribute, as is appropriate, such new item(s) to Team members, Coaches and/or Staff members for use pursuant to the terms of this Agreement.

17. RIGHT OF REDUCTION, SET-OFF.

- (a) UNIVERSITY acknowledges that the principal inducements for NIKE's entrance into this Agreement are (i) the wide-spread national media exposure that the football program annually receives, and (ii) the accompanying prominent brand exposure NIKE receives through the placement of the NIKE logo, as it currently appears (in terms of size, location placement, color prominence and/or number of logo placements), on the Products supplied hereunder and that such continued exposure is of the essence of this Agreement. Accordingly, if in any Contract Year the football program is banned by the NCAA from television appearances for the full season or if, for any reason, NIKE's logo placement rights are materially diminished (in terms of size, location placement, color prominence and/or number of logo placements and/or through electronic means as described in Paragraph 19(a)(4) below), in lieu of NIKE's exercise of its termination right under Paragraph 19 below, then for such Contract Year NIKE shall have the right to

reduce UNIVERSITY's scheduled Base Compensation, as described in Paragraph 9(a), by twenty-five percent (25%). If NIKE logo placement rights are materially diminished in a manner other than as enumerated above, the parties shall in good faith agree to equitably reduce scheduled Base Compensation to be paid UNIVERSITY going forward taking into account the nature and extent of the diminution of rights.

- (b) UNIVERSITY further acknowledges that (i) the principal inducement for NIKE's entrance into this Agreement is the television and other media exposure that the NIKE brand receives through the prominent visibility of the NIKE logos that appear on the side (and other locations) of the athletic shoes provided by NIKE to UNIVERSITY for use pursuant to this Agreement, (ii) such continued brand exposure is of the essence of this Agreement, and (iii) the unauthorized "spatting" or taping of shoes in any manner is inconsistent with the purpose of this Agreement and the expected benefits to be derived from it by NIKE and is a material breach of this Agreement. Accordingly, if after UNIVERSITY's receipt of written notice of a spatting violation, the coaching staff shall permit the spatting or taping of NIKE footwear, in a manner inconsistent with the terms hereof, in lieu of NIKE's exercise of its termination rights under Paragraph 19 below, NIKE shall have the right (in its sole discretion) to reduce UNIVERSITY's annual scheduled Base Compensation, as described in Paragraph 9(a), (for the Contract Year in which such breach occurs) in accordance with the reduction scale set forth below.

	% REDUCTION AMOUNT
1st Occurrence (after notice)	10% of total annual Base Comp.
2nd Occurrence	15% of total annual Base Comp.
3rd Occurrence	25% of total annual Base Comp.

Successive reductions shall be cumulative (i.e., 3 occurrences would result in annual base compensation being reduced by a total of 50%).

- (c) NIKE shall have the right to set-off any amounts owed by UNIVERSITY to NIKE, hereunder or otherwise, against Base Compensation amounts owed by NIKE to UNIVERSITY. UNIVERSITY shall have the right to set-off any amounts owed by NIKE to UNIVERSITY, hereunder or otherwise, against any amounts owed by UNIVERSITY to NIKE.

#### 18. RIGHT OF TERMINATION BY UNIVERSITY.

UNIVERSITY may immediately terminate this Agreement by notice to NIKE upon the occurrence of an Event of Default by NIKE as provided herein. An Event of Default as to UNIVERSITY shall mean the occurrence or existence of one or more of the following events or conditions (for any reason, whether voluntary, involuntary or effected or required by law):

- (a) NIKE shall fail to pay any amount due hereunder and such failure shall have continued for a period of thirty (30) days after written notice by UNIVERSITY to NIKE;
- (b) NIKE shall be in material breach of this Agreement, which breach NIKE fails to cure within thirty (30) days of UNIVERSITY's delivery of written notice to NIKE specifying the breach;
- (c) NIKE is adjudicated insolvent or declares bankruptcy;

- (d) NIKE is in material breach of the Retail License, which breach NIKE fails to cure within thirty (30) days of UNIVERSITY's delivery of written notice to NIKE specifying the breach;
- (e) NIKE is in material breach of the FLA Code set out in Exhibit B, as may be amended, which breach NIKE fails to cure within thirty (30) days of UNIVERSITY's or its designated agent (e.g., CLC) delivery of written notice to NIKE specifying the breach; or
- (f) NIKE disparages the quality or performance of UNIVERSITY's Athletic program, Teams, Coaches, Staff, or students.

19. RIGHT OF TERMINATION BY NIKE.

- (a) Termination of Agreement for Cause. NIKE shall have the right to terminate this Agreement immediately upon written notice to UNIVERSITY if:
  - (1) The football program is placed on NCAA probation resulting in a ban from television appearances for one full season or more or UNIVERSITY ceases for any reason to field a Division I football team;
  - (2) In connection with the Covered Program Activities contemplated hereunder, Coach, Staff and/or Team members fail to wear or use NIKE Products, or wear NIKE Products altered in violation of the provisions of Paragraph 8 above; provided, however, that NIKE shall have first provided written notice to UNIVERSITY of any such violation and such violation shall then recur during the same Contract Year;
  - (3) UNIVERSITY, the NCAA, the Conference or any assignee thereof (including any licensing agent or national/regional network broadcast partner of the foregoing) enacts, adopts or accedes to any regulation, restriction, prohibition or practice that materially deprives NIKE of the promotional benefits and/or product/brand exposure contemplated by this Agreement including, but not limited to, (i) any diminution of NIKE's logo placement rights (in terms of size, location placement, color prominence, e.g., requiring tone-on-tone logo coloring, and/or reducing the number of logos that are currently permitted on uniforms and/or warm-ups) on the Products supplied hereunder, including any total ban on the placement of camera-visible logo identification on Authentic Competition Apparel, (ii) "air brushing" NIKE identification from still photography or footage, or (iii) use of L-VIS technology or other electronic/computer imaging technology that alters, substitutes or replaces NIKE logo identification that appears on uniforms with other commercial identification that is seen by home television viewers;
  - (4) Any Coach or Athletic Department senior administrator, in that capacity, publicly disparages the quality and/or performance of NIKE Products;
  - (5) UNIVERSITY is in material breach of any material term of this Agreement, which breach UNIVERSITY fails to cure, if curable, within thirty (30) days of NIKE's delivery of written notice to UNIVERSITY of any such breach;
  - (6) UNIVERSITY breaches any warranty made hereunder; or
  - (7) Any Coach, Staff or Team member fails to perform any material obligations provided for in this Agreement, which breach is not cured within thirty (30) days of NIKE's delivery of written notice to UNIVERSITY specifying the breach.

## (b) Termination for Cause or Reduction of Cash Compensation.

- (1) Termination for Cause. After the issuance of a final decision following the conclusion of any appeal process (unless UNIVERSITY self-imposes any of the below penalties), NIKE shall have the right to terminate this Agreement for cause in the event that the NCAA Division I Committee on Infractions sanctions the UNIVERSITY's football program by placing the institution on probation for a "major violation" of NCAA rules that results in the imposition of any of the following penalties: (a) a post-season competition ban for football; or (b) a ban on television appearances for the football program. Prior to exercising its right of termination for cause under this provision, however, the UNIVERSITY shall have the opportunity to present a written response to the imposition of any of the foregoing NCAA sanctions as well as to meet with NIKE officials in person to discuss the matter. NIKE agrees to consider all information provided by the UNIVERSITY in writing and in person, and to engage in good-faith discussion with UNIVERSITY regarding an equitable adjustment of the Sponsorship Payments under this Agreement, prior to making the decision, in NIKE's sole discretion, on whether to terminate the Agreement for cause.
- (2) In the event that the NCAA Division I Committee on Infractions (unless UNIVERSITY self-imposes the below penalty) sanctions the UNIVERSITY's football program by placing the institution on probation for a "major violation" of NCAA rules and for any one (1) season or more reduces the number of grants-in-aid (scholarships) by seven (7) or more scholarships, then NIKE shall have the right to partially reduce or terminate all Base Compensation payments required under Paragraph 9(a) of this Agreement; provided, however, that NIKE shall continue to supply all Products required under this Agreement without any offset or reduction. Prior to exercising its right to reduce or terminate any Base Compensation payments, UNIVERSITY shall first have the opportunity to present a written response to the imposition of any of the foregoing NCAA sanctions as well as to meet with NIKE officials in person to discuss the matter. NIKE agrees to consider all information provided by UNIVERSITY in writing and in person, and to engage in good-faith discussion with UNIVERSITY regarding an equitable adjustment of the Base Compensation payments under this Agreement, prior to making the decision, in NIKE's sole discretion, on whether to reduce or terminate the Base Compensation payments.

## 20. NIKE POST-TERMINATION RIGHTS.

Upon expiration or termination of this Agreement for any reason, NIKE shall have the right to:

- (a) For a period not to exceed one hundred eighty (180) days, run any non-cancelable media involving the UNIVERSITY Marks and/or the Coach Properties and exhaust all advertising and promotional materials which were produced prior to the effective date of expiration or termination;
- (b) For a period of six (6) months, complete and dispose of any Licensed Products which are on-hand or in-process, and fulfill orders received prior to the effective date of expiration or termination, and provided royalties thereon are paid and reported in accordance with the provisions of this Agreement and/or the Retail License; and



- (c) In perpetuity, without restriction, the non-exclusive use for in-house historical purposes any materials that depict the Coach Properties or UNIVERSITY Marks. UNIVERSITY understands NIKE is not obligated to delete or remove Activity Based Information from any database or storage device.

21. REMEDIES.

UNIVERSITY and NIKE agree that, in the event that either party breaches any material term or condition of this Agreement, in addition to any and all other remedies available to the other party at law or in equity, such other party shall be entitled to seek injunctive relief from such further violation of this Agreement, pending litigation as well as on final determination of such litigation, without prejudice to any other right of such other party. Pursuit by either party of any of the remedies provided herein, or otherwise available at law or in equity, shall not preclude pursuit by that party of any other remedy or remedies provided herein or otherwise available at law or in equity. All remedies, rights, undertakings, obligations and agreements contained in this Agreement shall be cumulative and none of them shall be in limitation of any other remedy, right, undertaking, obligation or agreement of either party.

22. INDEMNITY.

To the extent permitted under the laws of Idaho, the parties agree to indemnify and hold each other harmless from and against any and all claims, actions, suits, demands, losses, damages and all costs and expenses, including, but not limited to, reasonable attorney's fees, incurred in connection with or arising out of any breach(es) of warranty, representation or agreement made by the parties under the provisions of this Agreement. Notwithstanding the foregoing, the liability of UNIVERSITY for tortuous acts is limited and controlled by the provisions of the Idaho Tort Claims Act, including sections 6-901 *et seq.*, as now or hereafter amended. Nothing herein shall be construed as a waiver of the protections of said Act.

23. NOTICES.

All notices, statements and payments provided for herein shall be in writing and deemed given if sent postage prepaid via registered or certified mail, or by express courier service or facsimile with confirmed delivery, to the parties at the addresses given below, or such other addresses as either party may designate to the other. Notwithstanding the foregoing, any notice of default or other breach must either be sent via registered or certified mail, or by express courier service with confirmed delivery and shall not be deemed to have been given if sent by facsimile. Any written notice shall be deemed to have been given at the time it is confirmed delivered.

NIKE USA, Inc. One Bowerman Drive Beaverton, OR 97005-6453 Attn: Legal Dept., Contracts Specialist – Sports Marketing COE (if faxed, to 503- 646-6926)	Boise State University 1910 University Drive  Boise, ID, 83725 Attn: Director of Athletics With a copy to: General Counsel
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24. RELATIONSHIP OF PARTIES.

The parties shall perform hereunder as independent contractors. Accordingly, nothing contained in this Agreement shall be construed as establishing an employer/employee, partnership or joint venture relationship between UNIVERSITY and NIKE.

## 25. ASSIGNMENT/DELEGATION/PASS THROUGH.

- (a) This Agreement and the rights and obligations of UNIVERSITY hereunder are personal to UNIVERSITY and shall not be assigned or delegated by UNIVERSITY. Any assignment by UNIVERSITY shall be invalid and of no force or effect and upon any such unauthorized assignment, NIKE may, at its option, immediately terminate this Agreement upon written notice to UNIVERSITY.
- (b) The rights granted to NIKE by UNIVERSITY hereunder are personal to NIKE and shall not be assigned, delegated or passed-through outside of the NIKE Group and/or digital product partner relating to digital product solely, without UNIVERSITY's prior approval, which approval shall not be unreasonably withheld. Any unauthorized assignment by NIKE shall be invalid and of no force or effect and upon any such unauthorized assignment, UNIVERSITY may, at its option, immediately terminate this Agreement upon written notice to NIKE.

## 26. WAIVER.

The failure at any time of UNIVERSITY or NIKE to demand strict performance by the other of any of the terms, covenants or conditions set forth herein shall not be construed as a continuing waiver or relinquishment thereof, and either party may, at any time, demand strict and complete performance by the other party of such terms, covenants and conditions.

## 27. SEVERABILITY.

Every provision of this Agreement is severable. If any term or provision hereof is held to be illegal, invalid or unenforceable for any reason whatsoever, such illegality, invalidity or unenforceability shall not affect the validity of the remainder of this Agreement or any other provision and the illegal, invalid or unenforceable provision shall be deemed by the parties as replaced by such substitute provision as shall be drafted and agreed to in writing by the parties, in such form and substance as shall be legally valid, and as shall accomplish as near as possible the purpose and intent of the invalidated provision.

## 28. ADDITIONAL WARRANTIES.

- (a) UNIVERSITY represents warrants and covenants that, in connection with the Covered Programs:
  - (1) To the extent UNIVERSITY has approval rights over the use by any third-party (e.g., other athletic program sponsors, broadcast partners, etc.) of any photographs of footage in which NIKE Products appear as actually worn/used by Team members, Coaches and Staff (e.g., game-action photos, photo day shots, etc.), it shall not approve or permit such photos to be used with any NIKE Marks that appear therein airbrushed, digitally altered or otherwise obscured.
  - (2) No agreement, contract, understanding to which UNIVERSITY is a party or applicable rule of any national, international or collegiate governing body exists which would prevent or limit performance of any of the obligations of UNIVERSITY hereunder.
  - (3) Neither UNIVERSITY, Coach nor any Staff member is party to any oral or written agreement, contract or understanding which would prevent or limit the performance of any obligations hereunder of UNIVERSITY, Coach or any Staff member. UNIVERSITY further represents, warrants and covenants that during the Term UNIVERSITY will not (and will not permit its agents or multi-media rights partner(s) [e.g., Broncos Sports Properties], as applicable):

- (i) Sponsor, endorse or allow Coach or any Staff member to sponsor, endorse, wear and/or use athletic footwear or other Products, Dynamic Athletic Rating, Dynamic Athletic Training, or running/fitness social networks designed, licensed, manufactured, branded, sold, hosted or presented by or on behalf of any manufacturer other than NIKE;
  - (ii) Enter into, or allow Coach or any Staff member to enter into, any endorsement, promotional, consulting or similar agreement (including the sale of signage or other media) with any manufacturer of Products other than NIKE;
  - (iii) Sell to any person or entity Products purchased or provided hereunder by NIKE, except for the sale of game-worn jerseys for fundraising/auction purposes or in the normal course of disposal of surplus property;
  - (iv) Permit the trade name, trademark, name, logo or any other identification of any manufacturer of Products other than NIKE to appear on signage at Covered Program Activities except as required by the party that owns or controls the facility or facilities in which such activities occur; or
  - (v) Take any action inconsistent with the endorsement of NIKE Products, or allow Coach or any Staff member to take any such action.
- (4) It has the full legal right and authority to enter into and fully perform this Agreement in accordance with its terms and to grant to NIKE all the rights granted herein.
- (5) Notwithstanding anything in this Agreement to the contrary, nothing in this Agreement shall be construed as (i) prohibiting UNIVERSITY from entering into agreements with an entity that has an incidental business involving Fitness Devices (e.g., a mobile phone or consumer electronics company) provided any such agreement does not permit the supply to and/or use by UNIVERSITY of any such products, any Dynamic Athletic Rating System or Dynamic Athletic Training Program, or any third-party or brand associated with footwear or apparel; (ii) requiring UNIVERSITY, Coach, Staff or Teams to use any NIKE Fitness Device; or (iii) prohibiting UNIVERSITY, Coach, Staff or Teams from engaging any personal trainer, using any training facility/fitness club, equipment, Fitness Device or following any training program or regiment of its/their choice, provided none of the foregoing in this subparagraph are associated with a footwear or apparel brand.
- (b) NIKE represents warrants and covenants that:
- (1) It has the full right, power and authority to enter into and perform its obligations under this Agreement;
  - (2) All NIKE subcontracted factories used in connection with the manufacture of NIKE Products supplied to UNIVERSITY pursuant to this Agreement shall be subject to NIKE internal, and independent external, systematic monitoring for compliance with both the NIKE Code of Conduct (the "NIKE Code") and the Fair Labor Association (the "FLA") Workplace Code of Conduct, supplemented by the FLA Compliance Benchmarks (collectively, the "FLA Code"), and its Principles of Monitoring (attached hereto as Schedule B); and

- (3) It shall not knowingly perform or conduct any activity or exercise any of its rights in any manner that could compromise a student-athlete's eligibility under NCAA or Conference rules, regulations or legislation.

**29. CONFIDENTIALITY.**

Subject to the laws of the state of Idaho, UNIVERSITY shall not (nor shall it permit or cause its employees, agents, attorneys, accountants or representatives to) disclose the financial or other material terms of this Agreement, the marketing plans of NIKE, or other confidential material or information disclosed by NIKE to UNIVERSITY (or by UNIVERSITY to NIKE) (including information disclosed during audit) to any third party, except its trustees or as may be required by law or as may be mutually agreed upon by the parties. Notwithstanding the foregoing, the terms of this Agreement shall be subject to public disclosure in accordance with the provisions of Idaho code. This Paragraph shall survive the expiration or termination of this Agreement.

**30. CAPTIONS; CONTRACT CONSTRUCTION.**

Paragraph captions and other headings contained in this Agreement are for reference purposes only and are in no way intended to describe, interpret, define or limit the scope, extent or intent of the Agreement or any provision hereof. Notwithstanding any provision contained heretofore in this Agreement, the provisions of this Agreement shall be construed in a manner that is consistent with the intentions of UNIVERSITY and NIKE in that signs and messages and other sponsorship rights described in Section 2 and elsewhere, and payments made hereunder conform with the "qualified sponsorship rules of section 513(i) of the Internal Revenue Code and related regulations. Consistent with that intent, no sponsorship messaging provided by NIKE under this Agreement shall contain qualitative or comparative language, price information or other indication of savings or value associated with a product or service, a call to action, an endorsement or an inducement to buy, sell, rent or lease NIKE products or services.

**31. ENTIRE AGREEMENT.**

As of the effective date hereof, this Agreement shall constitute the entire understanding between UNIVERSITY and NIKE as to the matter set forth herein and may not be altered or modified except by a written agreement, signed by both parties. Any previous agreements between UNIVERSITY and NIKE in connection with the matter set forth herein shall have no further force or effect.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date written below.

BOISE STATE UNIVERSITY

NIKE USA, Inc.

By: \_\_\_\_\_  
Mark Coyle  
Executive Director of Athletics

By: \_\_\_\_\_  
Tommy Kain  
Vice President, North America Sports Marketing

By: \_\_\_\_\_  
Stacy Pearson  
Vice President, Finance & Administration

By: \_\_\_\_\_  
Gary D. Way  
Global Counsel, Sports Marketing

Dated: \_\_\_\_\_

**EXHIBIT A**  
**University Marks**

## SCHEDULE A

## Pre-existing Contract

PROGRAM	SUPPLIED PRODUCT	SUPPLIER NAME	CONTRACT EXPIRATION

**SCHEDULE B****FLA Workplace Code of Conduct and Principles of Monitoring Forced Labor**

There shall not be any use of forced labor, whether in the form of prison labor, indentured labor, bonded labor or otherwise.

**Child Labor**

No person shall be employed at an age younger than 15 (or 14 where the law of the country of manufacture allows\*) or younger than the age for completing compulsory education in the country of manufacture where such age is higher than 15.

**Harassment or Abuse**

Every employee shall be treated with respect and dignity. No employee shall be subject to any physical, sexual, psychological or verbal harassment or abuse.

**Nondiscrimination**

No person shall be subject to any discrimination in employment, including hiring, salary, benefits, advancement, discipline, termination or retirement, on the basis of gender, race, religion, age, disability, sexual orientation, nationality, political opinion, or social or ethnic origin.

**Health and Safety**

Employers shall provide a safe and healthy working environment to prevent accidents and injury to health arising out of, linked with, or occurring in the course of work or as a result of the operation of employer facilities.

**Freedom of Association and Collective Bargaining**

Employers shall recognize and respect the right of employees to freedom of association and collective bargaining.

**Wages and Benefits**

Employers recognize that wages are essential to meeting employees' basic needs. Employers shall pay employees, as a floor, at least the minimum wage required by local law or the prevailing industry wage, whichever is higher, and shall provide legally mandated benefits.

**Hours of Work**

Except in extraordinary business circumstances, employees shall (i) not be required to work more than the lesser of (a) 48 hours per week and 12 hours overtime or (b) the limits on regular and overtime hours allowed by the law of the country of manufacture or, where the laws of such country do not limit the hours of work, the regular work week in such country plus 12 hours overtime and (ii) be entitled to at least one day off in every seven day period.

**Overtime Compensation**

In addition to their compensation for regular hours of work, employees shall be compensated for overtime hours at such premium rate as is legally required in the country of manufacture or, in those countries where such laws do not exist, at a rate at least equal to their regular hourly compensation rate.

Any Company that determines to adopt the Workplace Code of Conduct shall, in addition to complying with all applicable laws of the country of manufacture, comply with and support the Workplace Code of Conduct in accordance with the attached Principles of Monitoring and shall apply the higher standard in cases of differences or conflicts. Any Company that determines to adopt the Workplace Code of Conduct also shall require its licensees and contractors and, in the case of a retailer, its suppliers to comply with applicable local laws and with this Code in



accordance with the Principles of Monitoring and to apply the higher standard in cases of differences or conflicts.

\*All references to local law throughout this Code shall include regulations implemented in accordance with applicable local law.

**Monitoring Guidance and Compliance Benchmarks:**

<http://www.fairlabor.org/about/monitoring/compliance>

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**UNIVERSITY OF IDAHO**

**SUBJECT**

Collaborative research and marketing agreement

**APPLICABLE STATUTE, RULE, OR POLICY**

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

**BACKGROUND/DISCUSSION**

The University of Idaho seeks to enter into a five year contract with Limagrain Cereal Seeds, LLC to establish a reciprocal joint wheat breeding program where the University and Limagrain combine their respective repositories of wheat germplasm to collaboratively create and market new wheat varieties. The University will contribute access to its existing germplasm developed in the Pacific Northwest region and Limagrain will contribute its European origin germplasm.

All jointly created germplasm and any wheat varieties developed from the germplasm will be jointly owned by the University and Limagrain. Successful varieties will be marketed throughout Idaho, the Pacific Northwest and beyond through Limagrain's marketing arm with the University and Limagrain sharing net royalty revenues based on the amount of their respective germplasm in each variety.

Over the initial five (5) year period, Limagrain will also contribute approximately \$500,000 to fund research endowments at the University and graduate student research support. This funding will allow the University to utilize existing employment lines to continue faculty research positions (from current budgeted faculty lines) which will enhance research in cropping systems and agronomic research for other crops grown in rotation with wheat. The collaboration will result in a comprehensive research, extension and teaching program for small grain cereals at the UI.

Under the contract, University faculty and graduate student researchers will work collaboratively with Limagrain researchers in the development of varieties from the combined germplasm repositories. This will enhance the work the University will be doing under the recently announced faculty research endowments created by the Idaho Wheat Commission. The University's collaboration with Limagrain is strongly endorsed by the Wheat Commission.

**IMPACT**

Funding from Limagrain under the contract, along with the Wheat Commission funding, will allow the University to continue and enhance its wheat breeding program that recently suffered the loss of the University's researcher for soft white winter wheat. The collaborative program is also anticipated to generate

**BUSINESS AFFAIRS & HUMAN RESOURCES**  
**APRIL 19, 2012**

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revenues from newly created varieties from the joint germplasm repositories, utilizing Limagrain's superior marketing arm to enhance royalty revenues to the University which will further support research in this area.

**STAFF COMMENTS AND RECOMMENDATIONS**

This item is for informational purposes only. The UI intends to bring this agreement back for Board approval at a future date.

**BOARD ACTION**

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

**BUSINESS AFFAIRS & HUMAN RESOURCES**  
**APRIL 19, 2012**

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**UNIVERSITY OF IDAHO**

**SUBJECT**

Capital Project Update, Integrated Research and Innovations Center

**REFERENCE**

June 2005

Initial pre-planning work authorized; official board meeting minutes, tab 15, page 69.

**APPLICABLE STATUTE, RULE, OR POLICY**

Idaho State Board of Education Governing Policies & Procedures, Section V.K.1 and Section V.K.2.

**BACKGROUND/ DISCUSSION**

The University of Idaho desires to construct an Integrated Research and Innovations Center (previously Science and New Technologies Laboratory) on the Moscow campus. This proposed new building will be sited at a central location in the heart of the campus. This proposed facility will establish modern and capable science spaces supporting interdisciplinary research and provide core visualization and computing labs. The project has been cited as a key priority in the University's multi-year capital plans and state funding requests since 1999.

The University received a federal grant supporting conceptual planning of the facility in 2005, and subsequently hired the architecture firm NBBJ as the design agent through a competitive qualifications-based selection process. Initial work included a review of current campus research capabilities, and an evaluation of options to build new versus remodel existing science spaces. Site analysis and selection and initial architectural programming work followed. The University established an initial vision of an \$80M facility providing 110,000 square feet. Subsequent program iterations have yielded a current vision of a \$49M project providing 70,000 square foot of new space.

The project is expected to be funded through a combination of state, federal, private, and agency funding, as outlined below. The project will be one of the key fundraising priorities in the ongoing Capital Campaign entitled "Inspiring Futures," and will be highlighted in the public announcement of the campaign, slated for April 28, 2012.

This project directly supports the University's strategic plan and its education, research, and outreach goals and is fully consistent with the University's Long Range Campus Development Plan (LRCDP), and the Campus Infrastructure Master Plan.

**BUSINESS AFFAIRS & HUMAN RESOURCES**  
**APRIL 19, 2012**

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**IMPACT**

There is no immediate fiscal impact. Authorization for later planning and construction phases of the project will be sought as project funding permits.

**Prior Authorized Expenditures (Pre-Planning)**

<b>Funding</b>	\$938,600	<b>Expenditures</b>	\$936,427
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**Anticipated Project**

<b>Funding</b>		<b>Estimate Budget</b>	
State	\$ 5,000,000	Construction	\$39,500,000
Federal (Grant):	\$ 0	A/E & Consultant Fees	\$ 4,000,000
Other (UI/Bond)	\$ 30,000,000	Contingency	<u>\$ 4,500,000</u>
Private	<u>\$ 13,000,000</u>		
 Total	 \$ 48,000,000	 Total	 \$48,000,000

The overall projected eventual impact, including pre-planning expenditures, and assuming that the desired Design and Construction Phases are eventually authorized, is \$48,938,600.

**ATTACHMENTS**

Attachment 1 – Capital Project Tracking Sheet

Page 3

**STAFF COMMENTS AND RECOMMENDATIONS**

This item is for informational purposes only and staff has no comments or recommendations.

**BOARD ACTION**

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

**Office of the Idaho State Board of Education**  
**Capital Project Tracking Sheet**  
As of March 6, 2012

**History Narrative**

- 1 **Institution/Agency:** University of Idaho      **Project:** Integrated Research and Innovations Center (formerly referred to as the Science and New Technologies Lab in the cited Original Authorization)
- 2 **Project Description:** This proposed facility will establish modern and capable science spaces supporting interdisciplinary research and provide core visualization and computing labs. The project has been cited as a key priority in our multi-year capital plans and state funding requests since 1999.
- 3 **Project Use:** The facility will be designed to foster interdisciplinary research collaboration and interaction and will include flexible systems and support infrastructure, allowing reconfiguration of spaces supporting changes in programs and research needs over time.
- 4 **Project Size:** Approximately 70,000 gross square feet. Overall project cost is currently estimated at \$49M.\*

	Sources of Funds				Use of Funds			
	PBF	ISBA	Other	Total Sources	Planning	Use of Funds Const	Other	Total Uses*
Initial Cost of Project	\$ -	\$ -	\$ 892,800	\$ 892,800	\$ 892,800	\$ -	\$ -	\$ 892,800
History of Revisions:								
Report of Actual Preliminary Planning and Programming Expenditures, Mar 12	\$ -	\$ -	\$ 43,627	\$ 43,627	\$ 43,627	\$ -	\$ -	\$ 43,627
Total Project Costs	\$ -	\$ -	\$ 936,427	\$ 936,427	\$ 936,427	\$ -	\$ -	\$ 936,427

History of Funding:	PBF	ISBA	* Other Sources of Funds				Total Other	Total Funding
			Institutional Funds (Gifts/Grants)	Student Revenue	Other			
Original Authorization, Jun 05	\$ -				\$ 892,800		\$ 892,800	\$ 892,800
Additional Auth within Delegated Limits, (Appendix 2) Jul 10			30,000					
Additional Auth within Delegated Limits, (Appendix 3) Dec 11			15,800			15,800	15,800	
						-	-	
Total	\$ -	\$ -	\$ 45,800	\$ -	\$ 892,800	\$ 938,600	\$ 938,600	

24 \* Initial estimate preliminary planning and programming phases authorized previously. Overall project cost estimate will be refined and improved as the planning process begins; UI will report back to the Board of Regents for the planning and construction phases. If there are necessary revisions to the project estimates as a result of the planning process, UI will report back and seek additional project authorization as may be required.

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**STATE DEPARTMENT OF EDUCATION  
APRIL 19, 2012**

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<b>TAB</b>	<b>DESCRIPTION</b>	<b>ACTION</b>
<b>1</b>	<b>SUPERINTENDENT’S UPDATE</b>	Information Item
<b>2</b>	<b>UPDATE ON ACCREDITATION IN IDAHO AND THE MERGER BETWEEN THE NORTHWEST ACCREDITATION COMMISSION AND ADVANCED ED</b>	Information Item
<b>3</b>	<b>PROPOSED RULE – IDAPA 08.02.03.105 - RULES GOVERNING UNIFORMITY - HIGH SCHOOL GRADUATION</b>	Motion to Approve
<b>4</b>	<b>PROPOSED RULE – IDAPA 08.02.023, .024, .026, .028 - RULES GOVERNING UNIFORMITY</b>	Motion to Approve

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**STATE DEPARTMENT OF EDUCATION**  
**APRIL 19, 2012**

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**SUBJECT**

Superintendent of Public Instruction Update to the State Board of Education

**BACKGROUND/DISCUSSION**

Superintendent of Public Instruction, Tom Luna, will provide an update on the State Department of Education.

**BOARD ACTION**

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

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**STATE DEPARTMENT OF EDUCATION**  
**APRIL 19, 2012**

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**SUBJECT**

Update on Accreditation in Idaho and the Merger Between the Northwest Accreditation Commission and the AdvancEd.

**APPLICABLE STATUTE, RULE, OR POLICY**

Idaho Administrative code, IDAPA 08.02.02 – Section 140, Accreditation

**BACKGROUND/DISCUSSION**

In accordance with IDAPA 08.02.02.140, all public secondary schools, serving any grade(s) 9-12, will be accredited by the Northwest Accreditation Commission. At their December, 2011 Annual Meeting, The Board of Trustees of the Northwest Accreditation Commission (NWAC), approved bylaws to establish NWAC as an accreditation division of AdvancED. Under this agreement, the NWAC will continue to operate as a 501(c) 3, but as a division of AdvancED, operating under AdvancED processes, procedures and accreditation standards. The Commissioners representing the state of Idaho and the Idaho Accreditation Committee voted against this motion as they felt more time was needed to explore the ramifications of this merger. Like the NWAC, AdvancED is an accrediting organization that focuses on accreditation as a tool for school improvement and to drive continuous improvement in schools. With the addition of the NWAC, AdvancED now serves nearly 30,000 public and private schools and districts in over 70 countries.

The Northwest Accreditation Commission, established in 1917, is one of the six regional accrediting bodies in the United States and serves schools, systems and education providers in seven states including Alaska, Idaho, Montana, Nevada, Oregon, Utah, and Washington. The NWAC joins two other regional accrediting bodies, the North Central Association Commission on Accreditation and School Improvement (NCA CASI) and the Southern Association of Colleges and Schools Council on Accreditation and School Improvement (SACS CASI) as an accreditation division of AdvancED.

On March 5th and 6th, The Idaho State Accreditation Committee met to evaluate the merger between NWAC and AdvancED and to make a recommendation to Superintendent of Public Instruction Tom Luna on what direction they would like to see Accreditation in Idaho take. While they explored the possibility of pulling out of the NWAC and establishing a state accreditation process or merging with a different regional accrediting organization, the committee voted unanimously to recommend that Idaho maintain their current relationship with NWAC and AdvancED. The remainder of the two day meeting focused on transitioning from NWAC procedures and processes to those established under AdvancED. Those transition plans include, but were not limited to:

- Establishing a timeline for transitioning from NWAC accreditation standards and processes to those of AdvancED,

**STATE DEPARTMENT OF EDUCATION**  
**APRIL 19, 2012**

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- Scheduling a summer conference to educate Idaho administrators on the new accreditation processes under AdvancED,
- Restructuring the Idaho Accreditation Committee in accordance with the AdvancED bylaws,
- AdvancED advertising and hiring a full time director and half-time administrative assistant to serve and support the accreditation process in Idaho.

The merger between NWAC and AdvancED takes effect on July 1, 2012. Since NWAC will be an accrediting division of AdvancED, there is no need to make any changes to Administrative Rule and all Idaho schools will still be accredited by Northwest throughout the transition and in the future.

**ATTACHMENTS**

Attachment 1 – Letter from AdvancEd CEO Mark Elgart

Page 3

**BOARD ACTION**

I move to accept the recommendation by the State Accreditation Committee for Idaho to maintain its current accreditation relationship with the Northwest Accreditation Commission.

**STATE DEPARTMENT OF EDUCATION  
APRIL 19, 2012**



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Tuesday, December 20, 2011

Superintendent Thomas R. Luna  
Idaho Department of Education  
650 West State Street  
PO Box 83720  
Boise, Idaho 83720-0027

Dear Superintendent Luna,

Thank you again for your interest regarding the new partnership between the Northwest Accreditation Commission (NWAC) and AdvancED. As you may know, the NWAC Commission and Board of Trustees officially approved the new relationship with AdvancED at its Annual Meeting in Portland, Oregon on Monday, December 5, 2012. Idaho was well represented in the process and the representatives from Idaho are looking forward to working with AdvancED but also in continuing to serve the schools in Idaho in cooperation with the Idaho Department of Education.

Since our conference call on Wednesday, November 30, 2012 with you and key members of your staff we have reviewed the WISE tool used by Idaho schools for school improvement as well as drafted the requested assurances (provided below) for the Idaho State Department of Education. Our responses below are based on the questions posed during the conference call. Please review our responses and let me know if you have any remaining concerns that you would like addressed in writing.

1. Concern that the current value of accreditation in the state of Idaho does not become cumbersome and of less value.

There is a history with AdvancED providing the effort and support that focus on this very issue. The work of AdvancED to move from a model of reaffirming accreditation to reinventing accreditation by focusing on providing the tools, resources, and processes that facilitate school improvement directly responds to this issue. The tools and resources being created and introduced system wide are developed to make accreditation a meaningful vehicle for school improvement, yet not increase the work load and time devoted to accomplishing the accreditation efforts.

2. There has been no response to the questions asked on previous occasions.

There were two committees operating during this period of information sharing leading up to NWAC adopting revised by-laws making it a division of AdvancED. The first is the Governance committee working with the bylaws, and governance systems for the business part of the operation and the second the Operations Team. One of the Operations Team charges was to create a FAQ list to be reported at the NWAC Commission meeting. That list was developed from questions asked at the many input opportunities over the past

# STATE DEPARTMENT OF EDUCATION

## APRIL 19, 2012

several weeks. NWAC state directors received a copy in advance of the Commission meeting. In addition every Commission member received a copy of the lengthy Question and Answer document in preparation for the meeting. At the Commission meeting, all members of the Commission and staff were able to ask questions in an extended session to ensure that every question and concern was appropriately addressed.

Questions:

1. Charter schools need the initial year of accreditation, is that possible with AdvancED?

We will continue the Provisional Accreditation process currently available to schools in Idaho. New charter schools connected with states and districts need and may obtain accreditation immediately as long as they agree to complete a self-study and QAR visit within the first three years of operation. Charter schools and private schools independent of the state and districts may become accredited immediately if there is a jurisdictional authority requiring accreditation such as a state education agency or athletic association.

2. How can Idaho principals and schools avoid duplication of efforts since Idaho currently uses the WISE program and Schoolnet for data management and school improvement purposes and AdvancED uses its own ASSIST program? NWAC allows for the Idaho systems to be the tools used for data management.

The WISE program will satisfy the school improvement requirement that currently exists for all NWAC schools. AdvancED has the same requirement as NWAC in this area. Therefore the use of the WISE tool will not require a duplication of effort by Idaho schools. The AdvancED ASSIST provides tools and resources that support both accreditation and school improvement activities for schools and districts. Only the accreditation activities in ASSIST will be required in Idaho similar to what NWAC requires today. The accreditation specific activities include the preparation for a site visit (scheduling, appointment of team members, standards review, accreditation assurances, and the review team report).

3. There is concern about the increased cost of accreditation with AdvancED and the impact on small rural schools.

For the first transition year and perhaps the second there will not be a change in fee payments. After the transition period, the cost will go up approximately \$100 for smaller schools. However the cost to larger schools will be reduced. State offices will have to provide the kind of increased support and service that will show schools that the increase is worth it. The ownership of this systemic change is on the state offices to conduct accreditation and provide customer support. The AdvancED staff is available to help, support, and provide materials and resources, such as ASSIST. NWAC and AdvancED historically have had the lowest fee structure in the country and this will be sustained in the new partnership.

4. Idaho sees a lack of representation in decision making situations. How can AdvancED address this concern? With NWAC there were at least four representatives on the commission and others serving on/or ad-hoc committees. What can be done about this concern?



**STATE DEPARTMENT OF EDUCATION  
APRIL 19, 2012**

There will be one state representative on the AdvancED commission, one regional representative on the AdvancED Board of Trustees, and the state director will represent the state office operation at all workshops, trainings staff meetings and for other business. The regional director will represent NWAC in AdvancED's Senior Leadership group. There are all-staff meetings and other training opportunities for state council members and state representatives. Idaho will enjoy the same level of representation as any other state including those states that are much larger than Idaho.

5. How will AdvancED handle the third party relationships with the partner agencies in order for the same kind of relationship exist as in the NWAC model?

All third party agreements with NWAC will remain in effect as they are. This means that third party schools will be using their own agency's protocol for conducting accreditation as they have been and the cooperative agreements providing for that practice will be retained. There has been no discussion of changes and any discussions of changes in agreements would be handled through the NW Region AdvancED office and the third party agency.

6. What happens to the money that is currently earmarked for the Idaho State Committee when NWAC becomes a division of AdvancED?

Money currently designated as state money may be used by the state for conducting accreditation services and support for accreditation efforts. It cannot be used for salaries, and operations of state offices.

7. If Idaho does not support going with AdvancED how will the funds currently available to the Idaho State Committee be handled? Will they be available for Idaho use?

This is a topic that would have to be directed to the Board of Trustees as the money belongs to NWAC and the distribution of it is according to current policies and regulations relevant to non-profit associations.

In closing, we are committed to honoring the current agreement between the Idaho Department of Education and NWAC. The new partnership between AdvancED and NWAC should enhance the capacity of our Idaho State Office and State Committee to provide services and support for Idaho schools to successfully engage in the accreditation process as a primary vehicle for improvement. On behalf of NWAC and AdvancED, I want to assure you that we will work collaboratively and cooperatively with you and your staff to ensure a seamless transition.

Sincerely,

*Mark A. Elgart*

Mark A. Elgart, Ed.D., President/CEO  
AdvancED

- cc. Leonard Paul, NWAC and AdvancED Regional Director  
Vicki Reynolds, Idaho State Director  
Robert Donaldson, Idaho State Chair

**STATE DEPARTMENT OF EDUCATION  
APRIL 19, 2012**

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**STATE DEPARTMENT OF EDUCATION**  
**APRIL 19, 2012**

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**SUBJECT**

Revision to IDAPA 08.02.03.105 to allow students an opportunity to apply to their local board of trustees for a waiver of the requirements outlined in Paragraph 105.01.d.iv.

**REFERENCE**

February 16, 2012                      The Board approved an extension for high school Graduation requirements Idaho Administrative Code, IDAPA 08.02.03.105.01 for one student.

**APPLICABLE STATUTE, RULE, OR POLICY**

Idaho Administrative code, IDAPA 08.02.03 – Section 105, High School Graduation Requirements

**BACKGROUND/DISCUSSION**

In 2007, the State Board of Education approved a number of revisions to IDAPA 08.02.03.105 that were collectively known as High School Redesign. These revisions, in part, require students to take three years of Mathematics. Two of the six credits must be taken in the student's final year of high school.

Recently, during the February 16 State Board Meeting held at Boise State University, the Boise School District brought three appeals forward, requesting that three students be allowed to waive the requirements outlined in IDAPA 08.02.03.105.01.d.iv which require that two credits of the required six credits of mathematics be taken in a student's last year of high school. At that time, the State Board requested that the State Department of Education put together a temporary and proposed rule that would allow the local school board to waive this requirement if a student had met a certain level of proficiency in mathematics and thereby meeting the intent of the rule. This amendment is in response to that request. The revised rule allows students to petition their local board of trustees to be exempt from the requirement that they take a math course in their last year of high school as outlined in Paragraph 105.01.d.iv. To be eligible for this waiver, a student must have met all of the following criteria:

- (1) Student has taken and passed two (2) credits of Algebra I and two (2) credits of Geometry,
- (2) Student has taken and passed at least six (6) credits of mathematics after entering grade nine (9) prior to entering their final year of high school,
- (3) Student has taken and passed a higher level mathematics course that has Algebra II as a prerequisite with a grade of C or higher.

This rule is being brought forth as a temporary and proposed since students who will be required to take mathematics in their senior year will be registering for classes this spring.

**STATE DEPARTMENT OF EDUCATION**  
**APRIL 19, 2012**

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**IMPACT**

If approved, students will be able to appeal to their local school district board of trustees to not take math in their senior year of high school if they have meet the requirements as outlined in the proposed revisions.

**ATTACHMENTS**

Attachment 1 – Proposed changes to IDAPA 08.02.03 – Section 105      Page 3

**STAFF COMMENTS AND RECOMMENDATIONS**

The Board approved a pending rule (docket 08.02.03.06.05) amending the state high school graduation requirements at the November 1, 2006 Special Board Meeting. These changes included the requirement that students take two credits of math during their last year of high school. This requirement was in part due to a recommendation from the Accelerated Learning and Preparation for Postsecondary Education Task Force created by the Board in 2005. The purpose of increasing math requirements at the high school level was twofold, to increase rigor and to better prepare students for postsecondary education. This was to be attempted not only through increasing the number of credits required but also by requiring students take math during the senior year.

**BOARD ACTION**

I move to approve the temporary proposed rule to Idaho Administrative Code, IDAPA 08.02.03 – Section 105, High School Graduation Requirements as submitted, effective April 18, 2012.

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

**STATE DEPARTMENT OF EDUCATION  
APRIL 19, 2012**

IDAPA 08.02.03.105

**105. HIGH SCHOOL GRADUATION REQUIREMENTS.**

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

**01. Credit Requirements.** The State minimum graduation requirement for all Idaho public high schools is forty-two (42) credits. The forty-two (42) credits must include twenty-five (25) credits in core subjects as identified in Paragraphs 105.01.c. through 105.01.h. All credit-bearing classes must be aligned with state high school standards in the content areas for which standards exist. For all public school students who enter high school at the 9th grade level in Fall 2009 or later, the minimum graduation requirement will be forty-six (46) credits and must include twenty-nine (29) credits in core subjects as identified in Paragraphs 105.01.c. through 105.01.h. (8-11-11)T

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

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

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

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

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

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

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

iv. Two (2) credits of the required six (6) credits of mathematics must be taken in the last year of high school unless the student petitions the LEA or local school board of trustees.

v. A student who meets the following minimum criteria may petition the LEA or local board of trustees to be exempt from the requirement to take two (2) credits of math during their last year of high school:

- (1) Student has taken and passed two (2) credits of Algebra I and two (2) credits of Geometry.
- (2) Student has taken and passed at least six (6) credits of mathematics after entering grade nine (9) prior to entering their final year of high school.

**STATE DEPARTMENT OF EDUCATION**  
**APRIL 19, 2012**  
STATE DEPARTMENT OF EDUCATION  
APRIL 18, 2012

- (3) Student has taken and passed a higher level mathematics course that has Algebra II as a prerequisite with a grade of C or higher.

**STATE DEPARTMENT OF EDUCATION**  
**APRIL 19, 2012**

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**SUBJECT**

Proposed Rule - IDAPA 08.02.02.023, .024, .026, .028, Rules Governing Uniformity

**APPLICABLE STATUTE, RULE, OR POLICY**

Sections 33-1254, 33-1258, and 33-114, Idaho Code

**REFERENCE**

August 11-12, 2010

M/S (Luna/Terrell): To approve the request by the Professional Standards Commission to approve the proposed revisions to the Health (6-12) Endorsement, and the Idaho Health Teacher Standards for inclusion in the Idaho Standards for the Initial Certification of Professional School Personnel. *Motion carried unanimously.*

**BACKGROUND/DISCUSSION**

**08.02.02.023.10 Endorsements E - L Health (6-12 or K-12)**

This rule clarification is in response to a simple oversight. The 2011 approved language currently indicates that all candidates, regardless of the endorsement grade level, shall take an elementary health methods course. The intent of the endorsement is that only candidates seeking the K-12 option shall take an elementary methods course, which this change reflects.

**08.02.02.024.07 Endorsements M - Z Physical Education (PE) (6-12 or K-12)**

This rule clarification is in response to a simple oversight. The language currently indicates that all candidates, regardless of the endorsement grade level, shall take an elementary PE methods course. The intent of the endorsement, and common practice since its approval in 2007, has been that only candidates seeking the K-12 option shall take an elementary PE methods course, which this change reflects.

**08.02.02.026.03 Director of Special Education and Related Services Endorsement (Pre-K-12)**

The Standards Committee of the Professional Standards Commission discussed feedback received in response to a recent Idaho Association of School Administrators (IASA) sponsored survey regarding the current Director of Special Education endorsement. Currently, the endorsement allows educators without direct special education experience to become endorsed as Directors of Special Education. Approximately 68 percent (68%) of special education staff and administrators surveyed agreed that Special Education Directors should have at least 3-4 years of direct experience serving special needs students.

The Professional Standards Commission approved the Standards Committee's recommendation to request a minimum of three years of classroom experience working with special needs populations in order to qualify for the Special

**STATE DEPARTMENT OF EDUCATION**  
**APRIL 19, 2012**

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Education Director endorsement and, therefore, requested that Department of Education staff clarify IDAPA language to reflect this requirement and submit it to the State Board of Education for final approval.

**08.02.02.028.02 Generalist Endorsement (K-12)**

Department of Education staff recently noted that the IDAPA language for the special education Generalist K-12 endorsement does not specify that an internship is required, but it is implied, and is common practice. The Standards Committee of the Professional Standards Commission requested that State Department staff add the necessary clarifying language “field work to include an internship and student teaching in a special education setting” to the Generalist K-12 endorsement language in IDAPA, 08.02.02.028.02.

The full Commission approved the Standards Committee’s recommendation to clarify the field work requirement and, therefore, requested that Department of Education staff clarify IDAPA language to reflect this requirement and submit it to the State Board of Education for final approval.

**ATTACHMENTS**

Attachment 1- Proposed changes to IDAPA 08.02.02.023, .024, .026, .028Page 3

**BOARD ACTION**

I move to approve the proposed rule to Idaho Administrative Code amendment to IDAPA 08.02.02.023, .024, .026, and .028, Rules Governing Uniformity as submitted, effective April 18, 2012.

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



**STATE DEPARTMENT OF EDUCATION  
APRIL 19, 2012  
IDAPA 08  
TITLE 02  
CHAPTER 02**

**08.02.02 - RULES GOVERNING UNIFORMITY**

**000. LEGAL AUTHORITY.**

All rules in IDAPA 08.02.02, "Rules Governing Uniformity," are promulgated pursuant to the authority of the State Board of Education under Article IX, Section 2 of the Idaho Constitution and under Sections 33-105, 33-107, 33-116, and 33-1612, Idaho Code. Specific statutory references for particular rules are also noted as additional authority where appropriate. (7-1-02)

**(BREAK IN CONTINUITY OF SECTION)**

**023. ENDORSEMENTS E - L.**

**01. Earth Science (6-12).** Twenty (20) semester credit hours including course work in each of the following: Earth Science, Astronomy, and Geology. (4-11-06)

**02. Economics (6-12).** Twenty (20) semester credit hours to include a minimum of three (3) semester credit hours of micro-economics, a minimum of three (3) semester credit hours of macro-economics, and a minimum of six (6) semester credit hours of Personal Finance/Consumer Economics/Economics Methods. Remaining course work may be selected from economics and finance course work in one (1) or more of the following areas: Agriculture Science and Technology, Business Education, Economics, Family and Consumer Science, or Marketing Education. (4-11-06)

**03. English (6-12).** Twenty (20) semester credit hours, including three (3) semester credit hours in Linguistics/Grammar, three (3) semester credit hours in American Literature, three (3) semester credit hours in English Literature, six (6) semester credit hours in Advanced Composition, excluding the introductory sequence designed to meet general education requirements. Remaining credits must be completed in the English Department, and must include some course work in Writing Methods for Teachers of Secondary Students. (3-16-04)

**04. English as a New Language (ENL) (K-12).** Twenty (20) semester credit hours to include four (4) semester credit hours in Modern Languages; three (3) semester credit hours in Cultural Diversity; three (3) semester credit hours in ENL Methods; three (3) semester credits in Linguistics; three (3) semester credit hours in Foundations, Federal and State Law, Theory, Testing/Identification of Limited English Proficient Students; one (1) semester credit in ENL Practicum or Field Experience; and three (3) semester credit hours in an ENL related elective. (3-30-07)

**05. Family and Consumer Science (6-12).** (3-16-04)

**a.** Thirty (30) semester credit hours to include coursework in each of the following: Child/Human Development; Human/Family Relations; Directed Laboratory Experience in Childcare; Clothing and Textiles, Cultural Dress, Fashion Merchandising, or Design Nutrition; Food Preparation, Food Production, or Culinary Arts; Housing, Interior Design, Home Management, or Equipment; Consumer Economics or Family Resource Management; Introduction to Family Consumer Sciences; and, Integration of Family Consumer Sciences or Family Consumer Science Methods. (3-16-04)

**b.** Occupational Teacher Preparation as provided in Sections 034 through 038. (3-16-04)

**06. Foreign Language (6-12 or K-12).** Twenty (20) semester credit hours in a specific foreign language including course work in two (2) or more of the following areas: Grammar, Conversation, Composition, Culture, and Literature; and course work in Foreign Language Methods. To obtain an endorsement in a specific

**STATE DEPARTMENT OF EDUCATION  
APRIL 19, 2012**

foreign language (K-12), applicants holding a Secondary Certificate must complete an elementary methods course. (4-11-06)

**07. Geography (6-12).** Twenty (20) semester credit hours including course work in Cultural Geography and Physical Geography, and a maximum of six (6) semester credit hours in World History Survey. Remaining semester credit hours must be selected from Geography. (4-11-06)

**08. Geology (6-12).** Twenty (20) semester credit hours in the area of Geology. (3-16-04)

**09. Gifted and Talented (K-12).** Twenty (20) semester credit hours, to include a minimum of three (3) semester credits hours in each of the following: Foundations of Gifted and Talented Education; Creative/Critical Thinking Skills for Gifted and Talented Students; Social and Emotional Needs of Gifted and Talented Students; Curriculum and Instruction for Gifted and Talented Students; and Practicum and Program Design for Gifted and Talented Education. Remaining course work must be in the area of gifted education. (5-8-09)

**10. Health (6-12 or K-12).** Twenty (20) semester credit hours to include course work in Organization/Administration/Planning of a School Health Program; Health and Wellness; Secondary Methods of Teaching Health; ~~Elementary methods of Teaching Health~~; Mental/Emotional Health; Nutrition; Human Sexuality; Substance Use and Abuse. Remaining semester credits must be in health-related course work. To obtain a Health K-12 endorsement, applicants must complete an elementary Health methods course. (4-7-11)

**11. History (6-12).** Twenty (20) semester credit hours to include a minimum of six (6) semester credit hours of U.S. History Survey and a minimum of six (6) semester credit hours of World History Survey. Remaining course work must be in History. Course work may include three (3) semester credit hours in American Government. (4-11-06)

**12. Humanities (6-12).** An endorsement in English, History, Music, Visual Art, Drama, or Foreign Language and twenty (20) semester credit hours in one of the following areas or ten (10) semester credit hours in each of two (2) of the following areas: Literature, Music, Foreign Language, Humanities Survey, History, Visual Art, Philosophy, Drama, Comparative World Religion, Architecture, and Dance. (4-11-06)

**13. Journalism (6-12).** Follow one (1) of the following options: (3-16-04)

**a.** Option I: Twenty (20) semester credit hours to include a minimum of sixteen (16) semester credit hours in Journalism and four (4) semester credit hours in English. (3-16-04)

**b.** Option II: Possess an English endorsement with a minimum of six (6) semester credit hours in Journalism. (3-16-04)

**14. Library Media Specialist (K-12).** Twenty (20) semester credit hours in the field of Education Media or Library Science, including a minimum of: (5-8-09)

**a.** Collection Development/Materials Selection; (5-8-09)

**b.** Literature for Youth or Children; (5-8-09)

**c.** Organization of Information (Cataloging and Classification); (5-8-09)

**d.** School Library Administration/Management; and (5-8-09)

**e.** Library Information Technologies and Information Literacy. (5-8-09)

**15. Literacy (K-12).** Twenty (20) semester credit hours in the area of Literacy including a minimum of three (3) semester credit hours in each of the following areas: Foundations of Reading or Developmental Reading; Reading in the Content Area; Literature for Youth; Psycholinguistics or Language Development; Corrective/Diagnostic/Remedial Reading; and Teaching Writing. To obtain a Literacy endorsement, applicants must

**STATE DEPARTMENT OF EDUCATION  
APRIL 19, 2012**

complete the Idaho Comprehensive Literacy Course or the Idaho Comprehensive Literacy Assessment. Remaining credits must be taken in the area of teaching literacy. (5-8-09)

**024. ENDORSEMENTS M - Z.**

**01. Marketing Technology Education (6-12).** (3-16-04)

a. Twenty (20) semester credit hours to include course work in each of the following areas: Marketing; Management; Economics; Coordination of Cooperative Programs; Merchandising/Retailing; and Curriculum and Materials Marketing, with remaining credit hours in the field of business. (3-16-04)

b. Occupational teacher preparation as provided in Sections 034 through 038. (3-16-04)

**02. Mathematics - Basic (6-12).** Twenty (20) semester credit hours in Mathematics including course work in Algebra, Geometry, and Trigonometry. Six (6) semester credit hours of computer programming may be substituted for six (6) semester credits in Mathematics. (3-16-04)

**03. Mathematics (6-12).** Twenty (20) semester credit hours including course work in each of the following areas: Geometry, Linear Algebra, Discrete Mathematics, Probability and Statistics, and a minimum of three (3) semester credit hours of Calculus. Statistics course work may be taken from a department other than the mathematics department. (4-11-06)

**04. Music (6-12 or K-12).** Twenty (20) semester credit hours leading toward competency as defined by Idaho Standards for Music Teachers to include course work in the following: Theory and Harmony; Aural Skills, Music History; Conducting; Applied Music; and Piano Proficiency (Class Piano or Applied Piano), and Secondary Music Methods/Materials. To obtain a Music K-12 endorsement, applicants must complete an elementary music methods course. (4-7-11)

**05. Natural Science (6-12).** Follow one (1) of the following options: (4-7-11)

a. Option I: Must hold an existing endorsement in one of the following areas: Biological Science, Chemistry, Earth Science, Geology, or Physics; and complete a total of twenty-four (24) semester credit hours as follows: (4-7-11)

i. Existing Biological Science Endorsement. Minimum of eight (8) semester credit hours in each of the following areas: Physics, Chemistry, and Earth Science or Geology. (4-7-11)

ii. Existing Physics Endorsement. Minimum of eight (8) semester credit hours in each of the following areas: Biology, Chemistry, and Earth Science or Geology. (4-7-11)

iii. Existing Chemistry Endorsement. Minimum of eight (8) semester credit hours in each of the following areas: Biology, Physics, and Earth Science or Geology. (4-7-11)

iv. Existing Earth Science or Geology Endorsement. Minimum of eight (8) semester credit hours in each of the following areas: Biology, Physics, and Chemistry. (4-7-11)

b. Option II: Must hold an existing endorsement in Agriculture Science and Technology; and complete twenty (20) semester credit hours with at least four (4) semester credit hours in each of the following areas: Biology, Chemistry, Earth Science or Geology, and Physics. (4-7-11)

**06. Physics (6-12).** Twenty (20) semester credit hours in the area of Physics. (3-16-04)

**07. Physical Education (PE) (6-12 or K-12).** Twenty (20) semester credit hours to include course work in each of the following areas: Sport, Movement, and Outdoor Skills; ~~Elementary PE Methods~~; Secondary PE Methods; Student Evaluation in PE; Administration of a PE Program; Safety and Prevention of Injuries; Fitness and Wellness; PE for Special Populations; Exercise Physiology; Kinesiology/Biomechanics; Sports Psychology or

## STATE DEPARTMENT OF EDUCATION

APRIL 19, 2012

Sociology; Motor Behavior; and Current CPR and First Aid Certification. To obtain a PE K-12 endorsement, applicants must complete an elementary PE methods course. ~~(3-30-07)~~

- 08. Physical Education/Health.** Must have an endorsement in both physical education and health. (3-30-07)
- 09. Physical Science (6-12).** Twenty (20) semester credit hours in the area of physical science to include a minimum of eight (8) semester credit hours in each of the following: Chemistry and Physics. (3-16-04)
- 10. Psychology.** Twenty (20) semester credit hours in the area of Psychology. (3-16-04)
- 11. Social Studies (6-12).** Must have an endorsement in History, American Government/Political Science, Economics, or Geography plus a minimum of twelve (12) semester credit hours in each of the remaining core endorsements areas: History, Geography, Economics, and American Government/Political Science. (3-29-10)
- 12. Sociology (6-12).** Twenty (20) semester credit hours in the area of Sociology. (3-16-04)
- 13. Sociology/Anthropology (6-12).** Twenty (20) semester credit hours including a minimum of six (6) semester credit hours in each of the following: Anthropology and Sociology. (3-16-04)
- 14. Technology Education (6-12).** (3-16-04)
- a.** Twenty (20) semester credit hours to include course work in each of the following areas: Communication Technology; Computer Applications; Construction Technology; Electronics Technology; Manufacturing Technology; Power, Energy and Transportation; and Principles of Technology. (3-16-04)
- b.** Occupational teacher preparation as provided in Sections 034 through 038. (3-16-04)

### (BREAK IN CONTINUITY OF SECTION)

#### **026. ADMINISTRATOR CERTIFICATE.**

Every person who serves as a superintendent, a secondary school principal, or principal of an elementary school with eight (8) or more teachers (including the principal), or is assigned administrative duties over and above those commonly assigned to teachers, is required to hold an Administrator Certificate. The certificate may be endorsed for service as a school principal, a superintendent, or a director of special education and related services. Assistant superintendents are required to hold the Superintendent endorsement. Assistant principals or vice-principals are required to hold the Principal endorsement. Applicants for the Director of Special Education and Related Services endorsement will hold that endorsement on an Administrator Certificate. Possession of an Administrator Certificate does not entitle the holder to serve as a teacher at a grade level for which the educator is not qualified or certificated. All administrator certificates require candidates to meet the following competencies of the Idaho Foundation Standards for School Administrators: Visionary and Strategic Planning, Instructional Leadership, Management and Organizational Leadership, Family and Community Partnerships, Professional and Ethical Leadership, and Governance and Legal Leadership. (3-30-07)

- 01. School Principal Endorsement (Pre-K-12).** To be eligible for an Administrator Certificate endorsed for School Principal Pre-K-12, a candidate must have satisfied the following requirements: (3-16-04)
- a.** Hold a master's degree from an accredited college or university. (3-16-04)
- b.** Have four (4) years of full-time certificated experience working with students, Pre-K-12, while under contract in an accredited school setting. (3-30-07)
- c.** Have completed an administrative internship in a state-approved program, or have one (1) year of experience as an administrator in grades Pre-K-12. (3-30-07)
- d.** Provide verification of completion of a state-approved program of at least thirty (30) semester

**STATE DEPARTMENT OF EDUCATION  
APRIL 19, 2012**

credit hours, forty-five (45) quarter credit hours, of graduate study in school administration for the preparation of school principals at an accredited college or university. This program shall include the competencies of the Idaho Foundation Standards for School Administrators: Visionary and Strategic Planning, Instructional Leadership, Management and Organizational Leadership, Family and Community Partnerships, Professional and Ethical Leadership, and Governance and Legal Leadership. (3-30-07)

- e. An institutional recommendation is required for a School Principal Pre-K-12 Endorsement. (3-16-04)

**02. Superintendent Endorsement.** To be eligible for an Administrator Certificate with a Superintendent endorsement, a candidate must have satisfied the following requirements: (3-16-04)

- a. Hold an education specialist or doctorate degree or complete a comparable post-master's sixth year program at an accredited college or university. (3-16-04)

- b. Have four (4) years of full-time certificated/licensed experience working with Pre-K-12 students while under contract in an accredited school setting. (3-30-07)

- c. Have completed an administrative internship in a state-approved program for the superintendent endorsement or have one (1) year of out-of-state experience as an assistant superintendent or superintendent in grades Pre-K-12. (3-30-07)

- d. Provide verification of completion of an approved program of at least thirty (30) semester credit hours, or forty-five (45) quarter credit hours, of post-master's degree graduate study for the preparation of school superintendents at an accredited college or university. This program in school administration and interdisciplinary supporting areas shall include the competencies in Superintendent Leadership, in addition to the competencies in the Idaho Foundation Standards for School Administrators: Visionary and Strategic Planning, Instructional Leadership, Management and Organizational Leadership, Family and Community Partnerships, Professional and Ethical Leadership, and Governance and Legal Leadership. (3-30-07)

- e. An institutional recommendation is required for a School Superintendent Endorsement. (3-16-04)

**03. Director of Special Education and Related Services Endorsement (Pre-K-12).** To be eligible for an Administrator Certificate endorsed for Director of Special Education and Related Services Pre-K-12, a candidate must have satisfied all of the following requirements: (3-16-04)

- a. Hold a master's degree from an accredited college or university. (3-16-04)

- b. Have four (4) years of full-time certificated/licensed experience working with students Pre-K-12, while under contract in a school setting. A minimum of three (3) years of classroom experience working with special needs populations is required. (3-16-04)

- c. Obtain college or university verification of demonstrated the competencies of the Idaho Foundation Standards for School Administrators: Visionary and Strategic Planning, Instructional Leadership, Management and Organizational Leadership, Family and Community Partnerships, Professional and Ethical Leadership, and Governance and Legal Leadership. (3-30-07)

- d. Obtain college or university verification of demonstrated competencies in the following areas, in addition to the competencies in the Idaho Foundation Standards for School Administrators: Concepts of Least Restrictive Environment; Post-School Outcomes and Services for Students with Disabilities Ages Three (3) to Twenty-one (21); Collaboration Skills for General Education Intervention; Instructional and Behavioral Strategies; Individual Education Programs (IEPs); Assistive and Adaptive Technology; Community-Based Instruction and Experiences; Data Analysis for Instructional Needs and Professional Training; Strategies to Increase Program Accessibility; Federal and State Laws and Regulations and School District Policies; Resource Advocacy; and Technology Skills for Referral Processes, and Record Keeping. (3-30-07)

**STATE DEPARTMENT OF EDUCATION  
APRIL 19, 2012**

e. Have completed an administrative internship/practicum in the area of administration of special education and related services. (3-16-04)

f. An institutional recommendation is required for Director of Special Education and Related Services Pre-K-12 Endorsement. (3-16-04)

**(BREAK IN CONTINUITY OF SECTION)**

**028. EXCEPTIONAL CHILD CERTIFICATE.**

Holders of this certificate work with children who have been identified as having an educational impairment.

(3-16-04)

**01. General Education Requirements.** Completion of the general education requirements at an accredited college or university is required. (3-30-07)

**02. Generalist Endorsement (K-12).** The Generalist K-12 endorsement is non-categorical and allows one (1) to teach in any K-12 special education setting. This endorsement is valid for five (5) years. Six (6) credit hours are required every five (5) years for renewal. Regardless of prior special education experience, all initial applicants must provide an institutional recommendation that an approved special education program has been completed, with field work to include an internship and student teaching in a special education setting. To be eligible for an Exceptional Child Certificate with a Generalist K-12 endorsement, a candidate must have satisfied the following requirements: ~~(3-16-04)~~

a. Completion of a baccalaureate degree from an accredited college or university. (3-16-04)

b. Completion, in an Idaho college or university, of a program in elementary, secondary, or special education currently approved by the Idaho State Board of Education, or completion, in an out-of-state college or university, of a program in elementary, secondary, or special education currently approved by the state educational agency of the state in which the program was completed. (3-16-04)

c. Completion of thirty (30) semester credit hours in special education, or closely related areas, as part of an approved special education program. (3-16-04)

d. Each candidate must have a qualifying score on an approved core content assessment and a second assessment related to the specific endorsement requested. (3-16-04)

**03. Early Childhood Special Education Endorsement (Pre-K-3).** The Early Childhood Special Education (Pre-K-3) endorsement is non-categorical and allows one to teach in any Pre-K-3 special education setting. This endorsement may only be added to the Standard Exceptional Child Certificate in conjunction with the Generalist K-12 endorsement and is valid for five (5) years. Six (6) credit hours are required every five (5) years for renewal. To be eligible for an Exceptional Child Certificate with an Early Childhood Special Education (Pre-K-3) endorsement, a candidate must have satisfied the following requirements: (4-7-11)

a. Completion of a program of a minimum of twenty (20) semester credit hours in the area of Early Childhood Education to include course work in each of the following areas: Child development and behavior with emphasis in cognitive-language, physical, social and emotional areas, birth through age eight (8); Curriculum and program development for young children ages three to eight (3-8); Methodology: planning, implementing and evaluating environments and materials for young children ages three to eight (3-8); Guiding young children's behavior: observing, assessing and individualizing ages three to eight (3-8); Identifying and working with atypical young children ages three to eight (3-8) Parent-teacher relations; and, Field work to include an internship and student teaching at the Pre-K - 3 grades. (4-7-11)

**04. Hearing Impairment Endorsement (K-12).** Completion of a minimum of thirty (30) semester credit hours in the area of hearing impairment. An institutional recommendation specific to this endorsement is required. To be eligible for an Exceptional Child Certificate with a Hearing Impaired endorsement, a candidate must

**STATE DEPARTMENT OF EDUCATION  
APRIL 19, 2012**

have satisfied the following requirements: (4-11-06)

- a.** Completion of a baccalaureate degree from an accredited college or university; (4-11-06)
- b.** Completion of a program from an Idaho college or university in elementary, secondary, or special education currently approved by the Idaho State Board of Education; or (4-11-06)
- c.** Completion of a program from an out-of-state college or university in elementary, secondary, or special education currently approved by the state educational agency of the state in which the program was completed; (4-11-06)
- d.** Completion of a program of a minimum of thirty (30) semester credit hours in the area of Hearing Impairment. Must receive an institutional recommendation specific to this endorsement from an accredited college or university. (4-11-06)

**05. Visual Impairment Endorsement (K-12).** Completion of a program of a minimum of thirty (30) semester credit hours in the area of visual impairment. An institutional recommendation specific to this endorsement is required. To be eligible for an Exceptional Child Certificate with a Visually Impaired endorsement, a candidate must have satisfied the following requirements: (4-11-06)

- a.** Completion of a baccalaureate degree from an accredited college or university; (4-11-06)
- b.** Completion of a program from an Idaho college or university in elementary, secondary, or special education currently approved by the Idaho State Board of Education; or (4-11-06)
- c.** Completion of a program from an out-of-state college or university in elementary, secondary, or special education currently approved by the state educational agency of the state in which the program was completed; (4-11-06)
- d.** Completion of a program of a minimum of thirty (30) semester credit hours in the area of Visual Impairment. Must receive an institutional recommendation specific to this endorsement from an accredited college or university. (4-11-06)

**(BREAK IN CONTINUITY OF SECTION)**

**STATE DEPARTMENT OF EDUCATION  
APRIL 19, 2012**

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