

**STATE BOARD OF EDUCATION MEETING  
December 12-13, 2012  
North Idaho College  
Student Union Building  
Lake Coeur d'Alene Room  
Coeur d'Alene, Idaho**



**Wednesday, December 12th, 2012, 1:00 pm, North Idaho College, Student Union Building, Lake Coeur d'Alene Room**

**BOARDWORK**

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

**PLANNING, POLICY & GOVERNMENTAL AFFAIRS**

- A. Board of Education Strategic Plan
- B. Higher Education Research Strategic Plan

**BUSINESS AFFAIRS & HUMAN RESOURCES**

- C. General Fund Update

**Thursday December 13, 2012, 8:00 a.m., North Idaho College, Student Union Building, Lake Coeur d'Alene Room**

**OPEN FORUM**

**CONSENT AGENDA**

**AUDIT**

1. Audit Contract – 6<sup>th</sup> Amendment
2. Audit Committee: Mark Heil Reappointment
3. Boise State University Foundation Operating Agreement

**BAHR – SECTION II**

4. University of Idaho – Renewal of Lease to the US Geological Survey at the UI Research Park

**IRSA**

5. Quarterly Report: Programs and Changes Approved by the Executive Director

## **PPGA**

6. Idaho State University – Facility Naming
7. Eastern Idaho Technical College – Facility Naming

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

1. North Idaho College Report
2. Presidents' Council Report
3. DMC Bylaws and Update
4. SLDS Update
5. Board Policy I.K. Facilities
6. President Approved Alcohol Permits

## **DEPARTMENT OF EDUCATION**

1. Superintendent's Update
2. Schoolnet Instructional Management System
3. Temporary Rule – IDAPA 08.02.02.151, Rules Governing Administration, Negotiations
4. Temporary Rule – IDAPA 08.02.02.120, Rules Governing Uniformity, Local district Evaluation Policy

## **AUDIT**

1. Moss Adams Financial Audit Review
2. Financial Ratios
3. Amendment to Board Policy, Section V.Y.

## **BUSINESS AFFAIRS & HUMAN RESOURCES**

### **Section I – Human Resources**

1. Amendment to Board Policy – Section II.G. – Policies Regarding Faculty - Second Reading
2. Amendment to Board Policy – Section II.H. – Coaching Personnel - Second Reading
3. Boise State University – Multi-year Employment Agreement – Neil Resnick, Co-Head Women's Gymnastics Coach

4. Boise State University – Amendment to Boise State University Supplemental Pension Plan
5. Boise State University – Salary Continuation Benefit for Adjunct Faculty
6. University of Idaho - Multi-year Employment Agreement – Jeff Beaman, director of Tennis

## **Section II – Finance**

1. Performance Based Funding
2. Amendments to Board Policy – Sections V.A., V.C., & V.Q. – Misc. Receipts – First Reading
3. Amendment to Board Policy – Section V.R. – Establishment of Fees – First Reading
4. FY 2012 Net Assets Report
5. Boise State University – Professional Fee – Respiratory Care Program
6. Boise State University – Professional Fee – Radiologic Sciences Program
7. Boise State University – KBSU Boise State Public Radio Renovation and Improvements
8. Boise State University –Downtown Boise Property Purchase
9. University of Idaho – Planning and Design Authorization, Integrated Research & Innovation Center
10. University of Idaho – Modification of Indenture Agreement with University of Idaho Foundation – Consolidated Investment Trust

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

1. Idaho State University – Ph.D. in Geosciences Proposal
2. Idaho State University – Ph.D. in Social and Environmental Dynamics
3. Boise State University – Online MBA Program
4. Board Policy III.V Statewide Articulation and Associate Degree and Board Policy III.N. Private, In-state, Out-of-state – Second Reading
5. Board Policy III.AA. Idaho Rural Physician Incentive Program – Second Reading
6. Board Policy III.AB. Accountability Oversight Committee – Second Reading

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

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1. Agenda Approval

Changes or additions to the agenda

**BOARD ACTION**

I move to approve the agenda as submitted

2. Minutes Approval

**BOARD ACTION**

I move to approve the minutes from the October 17-18, 2012 Regular Board meeting, the November 19, 2012 Special Board meeting, and the November 20, 2012 Special Board meeting as submitted.

3. Rolling Calendar

**BOARD ACTION**

I move to set December 18-19, 2013 as the date and the College of Western Idaho as the location for the December 2013 regularly scheduled Board meeting.



STATE of IDAHO  
BOARD of EDUCATION

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  
October 17-18, 2012  
Lewis-Clark State College  
Williams Conference Center  
4<sup>th</sup> Street and 9<sup>th</sup> Avenue  
Lewiston, Idaho**

A regularly scheduled meeting of the State Board of Education was held October 17-18, 2012 at Lewis-Clark State College in the Williams Conference Center in Lewiston, Idaho.

**Present:**

Ken Edmunds, President  
Don Soltman, Vice President  
Emma Atchley, Secretary  
Rod Lewis (absent 10/17)

Bill Goesling  
Richard Westerberg  
Milford Terrell (absent 10/17)

**Absent:**

Tom Luna

**Wednesday, October 17, 2012**

The Board met in the Williams Conference Center at Lewis-Clark State College in Lewiston, Idaho. Board President Ken Edmunds called the meeting to order at 1:00 pm.

**BOARDWORK**

1. Agenda Review

**BOARD ACTION**

**M/S (Soltman/Atchley): To approve the agenda as submitted.** The motion carried unanimously.

2. Minutes Review

**BOARD ACTION**

**M/S (Soltman/Atchley): To approve the minutes from the August 15-16, 2012 Regular Board meeting, the August 17, 2012 Special Board meeting and the September 14, 2012 Special Board meeting as submitted.** The motion carried unanimously.

3. Rolling Calendar

**BOARD ACTION**

**M/S (Soltman/Goesling): To set October 16-17, 2013 as the date and Lewis-Clark State College as the location for the October 2013 regularly scheduled Board meeting.** The motion carried unanimously.

**WORK SESSION****POLICY PLANNING & GOVERNMENTAL AFFAIRS (PPGA)**A. Board of Education Performance Measure Report.

Don Soltman introduced Scott Grothe from the Board office for a presentation and report on the Board's Performance Measures. Mr. Grothe covered state-level trends and measures related to the education pipeline and the Board's 60% goal collected from institution reports and submissions to the Board, IPEDS, CCA and DFM. He concluded his report with additional detail on specific institutional and PTE contributions to the Board's 60% goal.

Mr. Grothe provided a bit of historical information on the performance measures and shared new information released from the Census Bureau. He reported the new Census Bureau information shows that Idaho is currently at 35% for 25-34 year olds who have an associate's degree or higher, which is a jump from 31.2% shown in previous data.

Dr. Rush interjected and clarified to the Board members that this data is provided for the Board to review and reevaluate the target in this work session and whether the benchmark should be adjusted.

On the subject of remediation, Mr. Grothe reported that there is currently just short of 50% of students in need of remediation at Idaho postsecondary institutions. President Edmunds asked if there is an initiative for statewide remediation. Mr. Grothe answered in the affirmative and indicated there are reports available showing the number of students and from what schools are in need of remediation. President Edmunds asked several questions about student remediation and the data we are looking at showing where the weaknesses are. Ms. Grace interjected that Board staff is currently working with the Department staff to integrate data that is presently not linked to provide better detail on the subject. Dr. Rush also indicated there will be more questions answered on the subject at the December Board meeting.

Mr. Westerberg asked for information on how the remediation problem itself is being dealt with. Ms. Grace responded that there are multiple pieces that deal with remediation; the first will be addressed with the common core state standards, the second with assessment and placement. She commented that the intent is to make sure students are placed accurately into credit bearing courses and that as a state, Idaho will be looking at assessment and placement practices and how testing can be applied toward placement. There will be a committee coming together this spring with representatives from all institutions, as well as the College Board and ACT, to develop a new model for assessing and placing students and to ensure a common thread for assessment and placement throughout the state. This model will be followed by a delivery model of how the services will be delivered to students.

Mr. Grothe returned to his presentation, showing that for AY 2012 about 20% of high school students needed remediation at Idaho 4-year postsecondary institutions and roughly 55% needed remediation at Idaho 2-year postsecondary institutions. Mr. Grothe shared the statewide trends in math and reading which showed a gap that is widening between the two subjects, with students needing the most remediation in math. He indicated 4-year institution system wide cost per undergraduate credit has dropped to \$202 since 2008 and 2009. He shared data on Professional-Technical annual enrollment at public institutions which shows enrollment leveling off during the last few years. He shared that the retention rate at 2-year institutions for full-time students is at almost the benchmark rate of 60%; and for 4-year institutions the retention rate for full-time students is at about 68% where the benchmark is 70%.

Mr. Grothe reported on the average number of credits earned for 1-2 year certificates, associate's degrees and bachelor's degrees, showing that associates are above the benchmark for full time, part time and transfer students, and bachelors are at or above for full time and part time students and just short for transfer students. He added that the average number of years to earn credential ranges between 3-4 years for 1-2 year certificates, between 4-5 years for associate's degrees and between 4-7 years for bachelor's degrees. Bachelor's and associate's degrees for AY 2012 are above their projected track toward 2020, whereas 1-year or greater certificates are below their projected track.

Mr. Westerberg expressed that if we fixate on the number of years it takes to graduate a student it is not a good representation because it does not fit everyone's life for a variety of reasons. Mr. Westerberg followed-up by saying it's the number of classes students are taking rather than the number of years it takes to graduate that is important. Mr. Grothe concluded his presentation by stating that generally the number of degrees and certificates with goal related credential at public institutions are increasing. As related to the 60% goal, Idaho is presently above the curve with bachelors and associates certificates and below the curve with the 1-year certificates. In tracking annual goal related credential, we are above the curve toward the Board's goal of 60%.

Ms. Atchley commented this is an encouraging start but we still have a long way to go. Mr. Soltman encouraged the Board members work with staff on any items they needed clarification on and work toward refining the performance measures if necessary.

#### B. Institution and Agency Performance Measure Report

Dr. Todd Schwarz provided a report on PTE for the Board members. He summarized PTE's performance measures and shared trend, benchmark and actual performance data, pointing out that that 38% of students are above the benchmark. For the adult based education system (ABE), 24.9% of students met their stated goal which was well above the benchmark of 2%. The percentage of technical college PTE positive placement or transition shows they are at 93% which is also above their benchmark of 90%. This measure shows the percentage of student completers who successfully obtain training for work. He added that the number of secondary PTE completers who transition to postsecondary education has been above the 49.1% benchmark for the last four years; graduating seniors who completed professional technical programs was 64% for AY 2012. There were no questions for Dr. Schwarz.

Dr. Steve Albiston presented information on Eastern Idaho Technical Colleges (EITC) IPEDs retention rates. Their full time returning second year students are at 71% presently, up from 66% from 2010-2011 data. Degree seeking students returning a second year this year is at 79%, which is up from 78% last year. Dr. Albiston touched on their remedial English course data which showed an 81% pass rate. He added that with remedial math, students are at a 50% pass rate. They are taking steps to improve the remedial math and English pass rates and working with their tutoring center. He shared the number of certificate and degree completions per 100 FTE for 2011-2012 is 42%. The number of academic awards earned is at 261 for 2011-2012. There were no questions for Dr. Albiston.

Dr. Jeff Fox shared the performance measures report from the College of Southern Idaho (CSI). He commented that their strategic plan has been revised and approved by the CSI board in 2012 and that their planning is ongoing. He shared steps in their strategic planning process and commented that their head count has increased in 2012, adding that dual credit participation has also increased. He commented that access has always been an important factor for CSI and they are presently at \$110 per credit. He commented that remediation rates for students at CSI are down from 2011. He reported that state appropriations account for 36% of CSI's funding and that student fees accounted for more of their resource revenues than state allocations. He indicated that first-time full-time students this year needing remediation were at about 67%. Dr. Fox indicated they have hired a full time retention and graduation specialist. He also remarked on the CSI/CWI partnership that assists with meeting standards for accreditation. There were no questions for Dr. Fox.

The College of Western Idaho was not present for a report to the Board.

Mr. Graden Stanley and Ms. Ann Lewis reported to the Board for North Idaho College (NIC). Mr. Stanley commented NIC's strategic plan focuses on student success, educational excellence, community engagement, diversity and stewardship. He shared how their student success measures relate to the Complete College Idaho Plan (CCI). He indicated their success rate is nearly 37% and their ranking is about 47% for students that complete a degree or certificate and/or transfer. He shared persistence rates of students enrolled in reading and math and indicated there is room for improvement against the benchmark in this category. In the area of educational excellence, they show that 75% of students are meeting their goals over a three year period compared to 60% at other institutions. They are trying to increase their percentage of dual credit in the high schools. For the number of associates degrees awarded for Fall FTE they are at 12% which needs improvement, but is about 30% higher than last year. Their community engagement annual score is at 72% which is above their goal of 70%. Mr. Stanley reported that employers who indicate satisfaction with NIC students is at 93%. For their distance learning they are at about 62% of their goal and they hope to increase that number. There were no questions for Mr. Stanley.

Superintendent Luna joined the meeting at 3:00 p.m. at the conclusion of NIC's report.

Dr. Nellis provided a report from the University of Idaho. He shared information about performance quantity, showing a 6.5% increase over last year in total degrees and certificates awarded. Adding that for STEM degrees, the University of Idaho is proud to have awarded 52% of all stem degrees in the state. Dr. Nellis reported that they have implemented a new core curriculum designed to be more integrated with statewide articulation efforts for performance efficiencies. Also, 54% of all undergraduate degree programs can be completed in 120 credit hours and inflation adjusted, 20% fewer dollars per student FTE than a decade ago, increasing their efficiency by 20%. He indicated that for performance quality, student rating of satisfaction is at 98% and that the University of Idaho's level of academic challenge is on par with their rocky mountain peers and entire NSSE survey base. He also indicated they continue to promote their service learning.

Dr. Nellis reported for performance benchmarks their actual graduation rate was 56%, clarifying this is a six-year number. They hope to push that to 60%-61%. Mr. Westerberg asked in the area of quality if there was any ability to track the performance on credentialing tests or job placement. Keith Ickes responded that they are working with placement offices and career centers to collect that data. Mr. Luna asked what classes they classify as STEM classes. Dr. Nellis indicated he would get that information for Mr. Luna and the Board. President Edmunds offered some comments on financial efficiencies. Dr. Nellis responded that they will continue to be as conservative as they possibly can in keeping tuition rates as low as possible. Dr. Goesling asked about the university's research efforts. Dr. Nellis responded this year their competitive research funding is stable. He added that their goal by 2020 is to go from close to around \$100 million to \$150 million in research funding through a number of collaborative efforts on campus as well as with other state and regional institutions. There were no further questions for Dr. Nellis.

Dr. Kustra reported from Boise State University, stating they are above the curve related to the Board's 60% goal. He indicated this progress is related to increased access and increased efficiency. Dr. Marty Schimpf presented the remaining information for the Board members, indicating that the targets set by the Board were set in 2010, and that BSU is substantially ahead of those targets by 14%. Along with increased access and efficiency, he indicated they also intend to add 10-12 faculty positions in the coming years. Dr. Schimpf shared a number of slides showing the progress since 2007. He commented they have observed a good increase in the number of BS nursing degree programs, and the number of bachelors and masters degree programs has also shown an increase. Mr. Westerberg asked about the effect CWI has had on BSU and its graduation rates. Dr. Schimpf responded that they are seeing a large increase in the number of transfer students this fall, many from CWI. He added that those transfer students from other institutions are not counted in the university's graduation rates and are not shown in this data. Dr. Schimpf concluded by stating there has been a divergence over time in the increasing number of students compared to the number of faculty; it is reaching a plateau which would indicate a need for increasing tenure track faculty. There were no further questions for Dr. Schimpf.

Dr. Vailas provided a report from Idaho State University. He expressed reservations about tracking students and felt it is not an accurate representation for the evaluation of the efficacy of an institution. He urged the Board members to not lose sight of the institution as a whole. Also, he pointed out the importance of knowing what happens after the student graduates. Dr. Vailas shared enrollment highlights showing an increase of 3.5% from 2011 in student head count. He indicated the early college dual credit program has increased by 16.3% from 2011 and the credit hours for this program have increased 21%. He commented on the issue of remediation and said their rate of students needing remediation has increased 3% from 2011, adding that math remediation was significantly higher than English remediation. He also commented that ISU students are among the most financially challenged. He shared that their graduation rates are up 5% from 2011 with undergraduate degrees increasing by 2% and graduate degrees increasing by 15%, adding that 33% of total degrees awarded were in the health professions programs. There were no questions for Dr. Vailas.

Dr. Fernandez welcomed everyone to Lewis-Clark State College and provided a report for the Board. He reported that in the area of retention for degree seeking freshmen they show an upward trend for both full-time and part-time students. This is below their benchmark of 65%, but they are trending upward. Their six-year graduation rates are also increasing but they have not met their goal of 35% this year, they are however, above 30%. For their pre-college enrollment, they are at about 1,800 dual credit and tech prep students combined. Degrees and certificates awarded for 2012 is just above 700 which is an increase of 100 degrees over what was awarded the year before, translating to between a 16-17% increase. Mr. Soltman asked about data on graduates. Dr. Fernandez responded that they contact between 35-40% of graduates (the target is 90%) for follow-up information and approximately 92% have gone on to further their education or landed a job.

#### C. Research Strategic Plan Performance Measure Report

Mr. Soltman indicated the HERC Committee had met on presenting this information to the Board and determined the measures identified needed to be revised. The HERC Committee requested to collect data on the revised measures and present the information to the Board in December with those revised measures.

### **EXECUTIVE SESSION**

#### University of Idaho

**M/S (Soltman/Goesling): To go into Executive Session pursuant to section §67-2345(1)(c), Idaho Code to conduct deliberations to acquire an interest in real property which is not owned by a public agency.** A roll call vote was taken and the motion carried unanimously. Mr. Lewis and Mr. Terrell were not present for voting.

**M/S (Goesling/Atchley): To go out of Executive Session at 4:20 p.m.** The motion carried unanimously.

Following executive session, the Board reconvened for further discussion regarding remediation and the data presented regarding the performance measures and benchmarks. They encouraged better consistency in the presentation of performance measures by the institutions going forward. The focus of the discussion was centered on the implementation and tuning of the common core and determining if proper progress is being made. The Board was very concerned about overall remediation benchmarks and that they may not be adequate.

Mr. Luna identified some areas where standards could be improved for teacher prep and K-12 students being more college and career ready. Provost Baker urged the recognition of students from different geographic areas and different demographic backgrounds and to not group all students together. Mr. Luna encouraged measuring improvement and comparing schools with the same demographics. Provost Baker also recommended holding the schools accountable and urged working on ideas toward solving the problem. Mr. Westerberg commented that once the common core is implemented, it should help

identify problem areas where work can then be done toward fixing the remediation situation. Mr. Luna responded that there are many things such as the common core standards that will impact whether the student is ready at the time of graduation to move on. President Edmunds urged immediate steps toward remediation.

Selena Grace indicated that next fall should be when implementation takes place on the steps derived from the work done this spring on assessment and placement practices. Ms. Atchley expressed concern over the amount of time the students are actually in school, suggesting lengthening instructional time is something the Board should discuss. Mr. Westerberg reminded the Board of the underlying issue and the expectation it should return to the IRSA committee for further discussion and implementation by the fall of 2013.

#### **BOARD ACTION**

**Unanimous consent was requested to recess from the meeting for the day at 4:43 pm.** The motion carried unanimously.

**Thursday October 18, 2012, 8:00 a.m., Lewis-Clark State College, Williams Conference Center, Lewiston, ID.**

Board President Edmunds called the meeting to order at 8:00 a.m. A roll call vote was taken; Milford Terrell was absent from the meeting.

#### **OPEN FORUM**

There were no participants during Open Forum.

#### **CONSENT AGENDA**

##### **BOARD ACTION**

**M/S (Soltman/Goesling): To approve the Consent Agenda as presented.** The motion carried unanimously.

1. Adoption of Curricular and Related Instructional Materials as recommended by the Curricular Materials Selection Committee (SDE)

**By unanimous consent to approve the adoption of English Language Arts curricular materials and related instructional materials as recommended by the Curricular Materials Selection Committee as submitted.**

2. Idaho State University – Discontinuance of PTE Programs (IRSA)

**By unanimous consent to approve the request from Idaho State University to terminate the designated professional-technical education programs as presented in Attachments 1-5.**

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

1. Lewis-Clark State (LCSC) College Report

Mr. Soltman introduced President Fernandez for a report from Lewis-Clark State College. He was joined by Amy Nelms, Student Body President, and Brian Fannesbeck, Faculty Senate Chair, who joined President Fernandez in welcoming the Board members to the college. President Fernandez provided a progress report starting with the mission of LCSC and its three core themes. He indicated their planning process has been successful over the last ten or more years by taking input from all aspects from the

campus and relating it to the Board's strategic plan. They integrate and assess their processes and focus on the role and mission of the college in tandem with the Board. President Fernandez reviewed the college's planning process through all of its phases.

He highlighted the LCSC strategic initiatives and identified those at the top such as faculty/staff compensation, accreditation, course fees, etc. He reviewed the legislative requests for FY 2014, commenting that employee compensation is at the top of the request. He provided a visual aid showing how far behind their peers the salaries of the faculty and staff of LCSC are presently. He reported on EWA, inflation and capital equipment replacement and indicated their legislative requests also include Complete College Idaho (CCI) initiatives including access, remediation reform and general education. Additionally, the president mentioned their Permanent Building Fund top capital project is the joint facility (LCSC-UI-NIC) in Coeur d'Alene, and identified several alteration and repair projects.

President Fernandez indicated the college's annual enrollment continues to grow and identified their dual credit enrollment as having an upward trend also. The average number of student credit hours has leveled off likely from students dropping to part time status due to financial circumstances. For degrees and certificates awarded, FY12 shows just over 700, with the majority being academic degrees. Their retention rate for FY12 is continuing to rise. They are presently below their goal on retention, but the rate continues to improve for first time, full time students. Additionally, their graduation rate continues to increase as well and is presently above 30%; their goal is 35%. He summarized their instructional and outreach programs and commented their college advancement continues to grow. For future goals of LCSC, they intend to complete the comprehensive 5-year plan, continue "Campaign LCSC", continue to bring faculty and staff salaries in line, implement the 2<sup>nd</sup> phase of the accreditation process, update student services within the LCSC organization, and to expand on collaborative opportunities.

President Edmunds asked how they will reconcile funding realities with their funding requests. President Fernandez responded that if their funding requests are accepted, tuition increases will be very low. He added that quite plainly, if economic support is not reached, they will not be able to reach the goals set by the Board.

In light of tight budgets, Mr. Luna reminded the Board about BYU's model that didn't require additional revenue, but implemented other changes. Dr. Fernandez acknowledged the efficiency of BYU's scheduling model and commented there are likely lessons to be learned from such a model. He suggested exploring how that type of model might work for some of Idaho's public institutions and indicated they have had some discussion on the subject.

## 2. President's Council Report

President Bert Glandon from the College of Western Idaho and current chair of the Presidents' Council gave the report from the most recent Presidents' Council meeting. He reported to the Board that they have restructured their format on how they meet for greater efficiency, where in the first part of the meeting the community college presidents and the four-year presidents meet separately, and during the second section the entire group meets together.

He indicated the group has come to some resolution on a few items, one of which is the statewide degree referred to as the regent's degree and that the first courses should be off the ground in the fall of 2013. The council has had continuous conversations about remediation and accountability and different models of staffing and instruction and how they can achieve better efficiencies there. They briefly discussed Western Undergraduate Exchange (WUE) allocation and it was determined it did not apply to Idaho out of state tuition waivers that are being applied. He indicated they have had discussion about becoming more creative in staffing to meet student needs. He also commented that the GED on-line process will be changing nationally and the new process will be in place by December 2014, and that the GED will be delivered completely differently than it is today. He also indicated there are ongoing conversations about collaboration, tech-prep and dual credit.

Mr. Soltman asked about the voluntary framework of accountability. Dr. Dunlap from NIC explained it is a



system designed by community colleges for community colleges through the American Association of Community Colleges (AACC). It is currently being tested at 58 community colleges throughout the country and next year the system will be available for anyone who wants to participate. It tracks student cohorts over a six-year period in terms of achievement, certificates and employability, and provides a comprehensive picture. Dr. Dunlap indicated the three community colleges are looking at possibly adopting the system.

President Edmunds returned to the subject of less state funds for colleges and universities. President Glandon reminded the Board that budget shortage is not just an issue for Idaho, but a nationwide issue. He suggested that there are different approaches that need to be considered by the colleges and universities. President Beck echoed the remarks of finding alternative funding sources and partnerships and figuring out how to close the gap between the state funding amount and what is needed to keep the colleges and universities going.

Dr. Kustra encouraged the Board to give the institutions the flexibility they need to address funding shortfalls. He also suggested looking at the University of Oregon model where the retiring president chaired a task force to examine the relationship between Oregon's public universities and state government. The taskforce reported that it was time for public higher education to be disengaged from the routine and cumbersome bureaucracy of state government. Oregon is now in the process of implementing the recommendations of the task force. Dr. Kustra commented on the overlapping and duplicative assignments for state government people and higher education people. Dr. Kustra further commented that in 2012 when their overall budget was funded by 18% of state appropriations, then it would seem like a good time for the State of Idaho and the Board to take a look at the relationship, disengage, and give universities the creative means they need. When the state is funding at a higher level, the role and need for strong oversight is understandable; but where the funding is diminished, it would seem the role of ruling and regulating public universities should be diminishing as well, adding that state resources are being spent in two different places for the same challenge. He encouraged the continued observation of the University of Oregon and to definitely solicit the support of state legislators in better understanding that a new day is dawning and things are changing around us.

President Glandon closed by saying the President's Council meetings and conversations between institutions have been more productive than they have ever been and the collegiality and professionalism during these meetings is noteworthy.

There was further discussion about breaking out of the current mold of institutions. There was also agreement about changes made over the recent years and the productivity that is coming out of the system whereby the progress that has been made has been very real and very positive. President Nellis reminded those present that the support of the state plays an important role in leveraging research and outreach missions and that those items in return are very important to the state.

Mr. Lewis asked about discussions by the presidents about on-line delivery. President Glandon responded that in their discussion, there was a distinct difference between on-line courses and on-line programs, summarizing that on-line courses pretty much go anywhere and on-line programs are not to be competitive across areas.

### 3. Idaho Division of Vocational Rehabilitation

Don Alveshire, Administrator of the Division of Vocational Rehabilitation (IDVR), provided an overview of IDVR's progress in carrying out the agency's strategic plan. Mr. Alveshire recapped for the Board IDVR's strategic plan with its three tracks, and highlighted some accomplishments for 2012 which included implementing the WorkStrides program for IDVR customers, completion of Motivational Interviewing training by field staff, increased counselor focus, increased average wage rates for rehabilitated customers. He identified that there has been a decrease in successful rehabilitations, and attributed it to the amount of new employees at IDVR that are still receiving training. He pointed out IDVR customers earn 64% of the average state wage (\$17.13) and the federal benchmark is 52%.

Mr. Alveshere commented on the work with the Idaho Department of Corrections (IDC) and indicated the partnership with IDC adds \$100,000 that they are able to match federal dollars with. They have specialized caseloads with IDC for both adults and juveniles.

Mr. Alveshere remarked that supported employment rehabilitations have gone down because of a dramatic decrease in available extended employment services and Medicaid Waiver funds for the long-term support. He indicated that IDVR cannot provide federal dollars for the long-term support of customers who need the support to stay employed. With the supplemental and on-going support of the Legislature, they expect to be able to increase the number of people going through the system resulting in more employment outcomes. He clarified by saying this group is primarily made up of individuals with profound intellectual disabilities or mental illness that are classified as the most significantly disabled. Additionally, the benchmark for the deaf and hard of hearing indicates the number of rehabilitations for this population will increase 6% between FFY 2011 and the completion of FFY 2013.

Mr. Alveshere indicated there are seven key federal standards and indicators they must pass each year and they have passed five of them. He highlighted the difference in the percentage of customers who are self-sufficient when they come into the IDVR program and those self-sufficient at closure of the program, sharing this number has increased to 75.1%. This result shows how much more independent people can become who go through their program.

He identified they are requesting a \$236,200 funding transfer request from the Renal Program, which is phasing out effective June 2013, to IDVR programs and services in FFY 2013. This transfer will also help them to meet more federal match dollars.

Mr. Alveshere reported audit findings from last year showed there was improvement needed regarding eligibility requirements being met under rehab service grants. He added that they also completed a policy update for the entire division which is now in the public comment phase. Mr. Alveshere provided some information on IDVR's Extended Employment Services and its successes, showing an improvement over SFY 2011 to 57%. He indicated that their legislative budget increase request for 2013 includes a transfer of \$170,000 to Extended Employment Services from the Renal Program. For the phasing out of the Renal Program, IDVR is ensuring customers of that program are receiving transition and coordination services for other resources. Mr. Alveshere identified some details of IDVR's fiscal activity including the recapture of social security monies, sequestration and zero-based budgeting.

At this time Board President Edmunds excused the group for a 10 minute break. Upon return from the break, Board President Edmunds requested changing the order of the agenda to present the Distinguished Schools Award. There were no objections.

#### 7. Distinguished Schools and Additional Yearly Growth (AYG) Awards for 2012

President Edmunds presented the Distinguished Schools Award to Filer Elementary, indicating that the Board has recognized Idaho K-12 schools who meet rigorous requirements as part of their performance on the Idaho Standards Achievement Test (ISAT). He provided some background on the rigorous requirements schools must meet to achieve the award, adding that there were only nine schools in the state that received the award. Filer Elementary Principal Matt Mahannah was present to accept the award. Superintendent Luna emphasized how challenging it is for schools to achieve these awards and explained how great an accomplishment it is. President Edmunds named the schools who received the awards, adding that there were six schools who received the Additional Yearly Growth Award this year as well.

#### 4. Idaho Digital Learning Academy

Ms. Cheryl Charlton, CEO from the Idaho Digital Learning Academy (IDLA) introduced Jacob Smith, Director of Operations and Mike Caldwell, Director of Program Development, to participate in the presentation. Mr. Smith provided a report on IDLA, sharing how IDLA plays a part in the Complete College Idaho Plan. He indicated they have served 17,649 enrollments for 2011-2012 which is a 17%

increase over the prior year. This year they are projected to serve about 20,000 enrollments which is about a 13% increase. The enrollments are split nearly 50/50 between rural and urban districts, and 99% of the school districts in Idaho participated in IDLA during the 2011-2012 school years. He indicated the primary reason students take IDLA courses is related to scheduling conflicts for students. Mr. Smith pointed out IDLA has increased both rural and urban enrollments 51% and 49% respectively. He highlighted their Flex program which is an open entry/open exit program that provides a more flexible opportunity for students with scheduling conflicts. He closed by commenting on how far IDLA has come in the last 10 years.

Mr. Caldwell reported on some of the services of IDLA which included a blended learning program that has shown an increase of 720% in enrollments since 2010-2011. He defined blended learning as classes that support students in breaking down the challenges of time, place, path and pace that they face in learning. They are working with districts and with about 11 other states in their partnerships; IDLA is a leader in the state group.

Mr. Caldwell commented their partnerships include work with the College Access Grant to expand dual credit, advanced placement and tech prep offerings, collaborative counselor training and support in the development of a web portal. For college and career readiness, they are working with nearly every institution across the state and are always looking for ways to expand partnerships. They are also collaborating with the IEN.

Mr. Caldwell commented on the importance of keeping classes affordable for students and reported that there was \$357,000 in savings to Idaho students before graduation through IDLA dual credit classes in 2011-2012. Ms. Charlton indicated they are looking at a 76% drop in their budget for FY 2013-2014 which will equate to around a 300% increase in costs to student stakeholders and districts. She commented on IDLA's cost efficiencies and that they are experimenting with different programs and models to keep costs down for students and still maintain quality assurance for their programs. Ms. Charlton expressed the importance partnerships and collaborative efforts play in relation to budget constraints.

Mr. Westerberg asked about the increase in costs of services and questioned what it might do to volume. Ms. Charlton responded that based on national data when a state virtual school loses its funding they see a significant drop in enrollments. She said they anticipate their student enrollments would decline to around 5,000 or lower. There was further discussion about the decrease in funding for the coming year and how fractional ADA will play a role in shifting the stream of state funding.

#### 5. Scholarship Committee Recommendations

#### **BOARD ACTION**

**M/S (Soltman/Atchley): To accept the recommendations of the Scholarship Committee.** The motion carried unanimously.

Marilyn Whitney from the Board office and former Board President Cutis Eaton, both members of the Scholarship Committee, provided recommendations to the Board regarding the statewide scholarship program. Mr. Eaton directed Board members to detailed information they received in their agenda materials. Mr. Eaton provided an overview which included the reasons the Committee decided to review Idaho scholarships. Mr. Eaton indicated with regard to legislation, it was the goal of the Committee to make some recommendations to the Board that would cover proposed changes in the current statute so that the statewide scholarship program would be modified by the legislation. Some of the reasons the Committee decided to review Idaho scholarships included the Board's 60% goal, increasing the need for financial aid and the contents of the Office of Performance Evaluations (OPE) report on the barriers to postsecondary education.

The Committee started by asking the question of should there be state support for scholarships and clearly, the answer was yes. The next questions was how should scholarships be fashioned to be aligned

with other strategic goals around the state, i.e., what is the state's role in creating a scholarship and for what purpose. The result of the discussion found that consolidating the scholarships in the state would be beneficial. The simplification of scholarships offered is another recommendation, along with an incentive for students to complete in a timely manner. The Scholarship Committee work included defining a statement of purpose, outlining guiding principles, assessing current programs and developing recommendations. In their work, the Committee identified economic and social benefits to the state due to having an educated citizenry and also the importance of providing access and incentives to students through scholarships.

Mr. Eaton identified the three tiers of scholarships which equate to a total of 12 scholarships currently being offered. He highlighted the details of the revised Opportunity Scholarship and reported that the Committee recommends a program evaluation process to gather and analyze outcome data to better assess the impact of scholarships on completion of postsecondary degrees. Principle measures will include credits completed, credits accumulated, continued enrollment and degree or certificate completion.

Additional recommendations from the Committee are to explore alternate investment options for the Opportunity Scholarship, explore ways to increase Opportunity Scholarship funding, and to support adequate staffing resources requested by the State Board of Education to manage the scholarship program.

Mr. Lewis asked about the scholarship being both need and merit based. Mr. Eaton indicated the current Opportunity Scholarship is both, with need at 70% and merit at 30%. The proposal would be to continue to use those measures going forward. Mr. Lewis asked if the distribution would be scaled based on need and merit. Mr. Eaton described the calculation and indicated the money would be available to cover the gap in costs and would also be restricted to tuition, fees and books.

Mr. Luna thanked the Committee and Mr. Eaton for their work on this subject. He commented on the difficulty of finding the right balance between need and academic success and how that message is received by students. Mr. Eaton responded about the importance of the Board's 60% goal and how by providing an incentive to need based students who would otherwise not have the means or encouragement to attend college, it is a contributor to the Board's 60% goal.

Ms. Atchley asked if there is a provision for private donations or contributions to the endowment. Mr. Eaton responded that they are allowed.

Dr. Rush clarified on the need for tracking information that it will be used to evaluate the effectiveness of the scholarship every year and the information will be used to modify the criteria and scholarship model going forward. Dr. Rush publicly thanked Mr. Eaton for his contribution to the Committee, the Board and to education.

#### 6. Legislation for the 2013 Legislative Session

### **BOARD ACTION**

#### **Scholarship Program**

**M/S (Soltman/Goesling): To approve the legislation amending sections of Idaho code related to the Idaho scholarship programs administered by the State Board of Education in substantial conformance to the form submitted as Attachment 1 and to authorize the Executive Director to make additional changes as necessary in accordance with the accepted recommendations from the Scholarship Committee and the Governor's Office.** The motion carried unanimously.

**Statewide Purchasing Contracts**

**M/S (Soltman/Westerberg):** To approve proposed amendments to section 67-5728, Idaho Code as submitted and to direct the Executive Director to make any non-substantive changes as necessary as the legislation moves forward through the Governor's legislative process. The motion carried unanimously.

**Workman's Compensation Alignment**

**M/S (Soltman/Westerberg):** To approve proposed amendments to section 72-102 and section 72-205, Idaho Code as submitted and to direct the Executive Director to make any non-substantive changes as necessary as the legislation moves forward through the Governor's legislative process. The motion carried six-to-one. Mr. Lewis voted nay on the motion.

**Proprietary Schools and Postsecondary Educational Institutions**

**M/S (Soltman/Goesling):** To approve proposed amendments to section 33-2406, Idaho Code as submitted and to direct the Executive Director to make any non-substantive changes as necessary as the legislation moves forward through the Governor's legislative process. The motion carried unanimously.

**Public School Facilities Cooperative Funding Program**

**M/S (Soltman/Atchley):** To approve proposed amendments to section 33-909, Idaho Code as submitted and to direct the Executive Director to make any non-substantive changes as necessary as the legislation moves forward through the Governor's legislative process. The motion carried unanimously.

**Scholarship Legislation Discussion**

Mr. Soltman introduced Tracie Bent from the Board office to provide a brief review on the five pieces of legislation being proposed in 2013. Ms. Bent summarized the scholarship legislation which incorporates the recommendations from the Scholarship Committee. The Armed Forces and Public Safety Officer Scholarships have been combined into one section of code, adding that the eligibility requirements and amounts have not changed for those scholarships. The Opportunity Scholarship was in a separate section of code and it has been moved into the scholarship section. She commented the Robert R. Lee and the Minority and "At-Risk" scholarships have been eliminated as the funds have been rolled into the Opportunity Scholarship. Ms. Bent summarized other changes for Board members and Dr. Rush provided clarification on changes to the scholarship program and the reasons behind those changes.

Mr. Lewis asked how the timing works by being simplified. Dr. Rush described how the timing on scholarship delivery presently works and provided an explanation that the goal going forward needs to be when the financial aid package is ready for students, all the information needs to be available to them. Dr. Rush pointed out that part of the problem is the Legislature doesn't appropriate money until March or April, after which the Board allocates it to the institutions. The challenge is to not promise money to students before it is appropriated by the Legislature. The Board office is trying to manipulate the timelines to get the information to the students and not promise money to students before it is appropriated.

**Worker's Comp Legislation Discussion**

Mr. Lewis asked if there will be a clear delineation between which students this applies to and which it does not because the interpretation is very broad with the way the rule is worded. Mr. Satterlee from BSU provided further explanation for Mr. Lewis on this item, indicating currently BSU does not provide workers compensation to a student doing work in a credit bearing program even if it is a work related program.

Dr. Rush added comment that this rule has worked very successfully at the secondary level; it has not gone out of control and has not realized unexpected costs.

#### Proprietary Schools Discussion

Mr. Lewis asked for an explanation of this item. Dr. Rush indicated that currently we have a bond requirement for proprietary schools. The bond would cover the tuition for students of any enrolled class, so if the school went out of business the bond would cover the tuition costs back to the students. What they have discovered is that the environment has changed from bonding companies and most states have shifted to a provision where a deposit to a bank can be made that would cover an equivalent of the bonding requirement, or work in collaboration with the bonding company. He clarified the proposed changes allow entities greater flexibility in establishing the surety bond requirements.

Mr. Lewis asked if the process and structure has been reviewed by bankruptcy council so that we have comfort that the account would be available for payments to students if the need arose. Dr. Rush responded that sort of review would be forthcoming.

#### 8. President Approved Alcohol Permits

Mr. Soltman indicated this information item is a review of the president approved alcohol permits, and information was provided to the Board members for review in their agenda materials as an informational item. There was no discussion.

At this time, the meeting recessed for a 30-minute lunch break.

### **BUSINESS AFFAIRS & HUMAN RESOURCES (BAHR) - Section I – Human Resources**

#### 1. Amendment to Optional Retirement Plan

#### **BOARD ACTION**

**M/S (Soltman/Westerberg): To approve the amendments to the Optional Retirement Plan document as presented in Attachment 1.** The motion carried unanimously.

#### 2. Amendment to Board Policy II.H. – Coaching Personnel – First Reading

#### **BOARD ACTION**

**M/S (Soltman/Westerberg): To approve the first reading of proposed amendments to Board Policy Section II.H., Policies Regarding Coaching Personnel and Athletic Directors with all revisions as presented.** The motion carried unanimously.

Mr. Lewis commented on the policy and asked if institution presidents could approve consecutive one-year contracts at any level without Board approval. Mr. Freeman responded the language would be revised before the second reading.

#### 3. Compensation Adjustments for Agency Heads

#### **BOARD ACTION**

**M/S (Soltman/Westerberg): To amend the salary for Mike Rush as Executive Director of the Idaho State Board of Education, and to set an hourly rate of \$58.27/hr or \$121,201.60 annually, effective June 24, 2012.** The motion carried unanimously.

**BOARD ACTION**

**M/S (Soltman/Atchley): To amend the salary for Peter Morrill as General Manager of Idaho Public Television, and to set at an hourly rate of \$46.74/hr or \$97,219.20 annually, effective June 10, 2012. The motion carried unanimously.**

4. Boise State University – Multi-Year Employment Agreement – VP of University Advancement

**BOARD ACTION**

**M/S (Soltman/Goesling): To approve the request by Boise State University to enter into a multi-year contract with Laura Simic as Vice President for University Advancement of the University, for a term commencing on November 1, 2012 with an annual salary of \$220,000, in substantial conformance to the form submitted to the Board, and to authorize the President of Boise State University to execute the contract. The motion passed with a four-to-three vote. Ms. Atchley, Mr. Soltman and Mr. Westerberg voted nay on the motion.**

Dr. Kustra from BSU spoke to this item, indicating they have conducted several searches for a Vice President of University Advancement. He offered some clarifying comments on the request for a one-time multi-year contract to provide some security for Ms. Simic since she had already made an investment by moving to Boise from Nebraska for this position. He pointed out the salary rate is 11% above the CUPA median and within the CUPA range of \$160,000 to \$235,000. Dr. Kustra assured the Board that this position was necessary for university advancement.

Mr. Westerberg reiterated his continued opposition to multi-year contracts for administrative positions. He recommended the contracts should be structured similarly like the president's contracts.

Mr. Soltman expressed concern about the level of compensation being excessive. Dr. Kustra responded that this is not the highest paid position in his administrative team and that the salary comparisons warrant what was agreed upon for this position.

5. University of Idaho – Multi-Year Employment Agreement – Track & Field Cross-Country Coach

**BOARD ACTION**

**M/S (Soltman/Atchley): To approve the request by the University of Idaho to extend the University's employment contract with Wayne Phipps, as Director of Track and Field and Cross Country, for a term commencing retroactively on August 13, 2012 and expiring on August 12, 2017 with an annual base salary of \$63,252.80 and such contingent base salary increases, annual media payments, and incentive/supplemental compensation provisions as set forth in the materials presented to the Board, in substantial conformance with the terms of contract set forth in Attachment 1 to the Board materials. A roll call vote was taken and the motion carried five to two. Mr. Soltman and Mr. Westerberg voted nay on the motion.**

**Substitute Motion:**

**M/S (Westerberg/Soltman): To approve the request by the University of Idaho to extend the University's employment contract with Wayne Phipps, as Director of Track and Field and Cross Country, for a term commencing retroactively on August 13, 2012 and expiring on August 12, 2015 with an annual base salary of \$63,252.80 and such contingent base salary increases, annual media payments, and incentive/supplemental compensation provisions as set forth in the materials presented to the Board, in substantial conformance with the terms of contract set forth in Attachment 1 to the Board materials. A roll call vote was taken and the motion failed four to three. Ms. Atchley, Dr. Goesling, Mr. Lewis and Mr. Luna voted nay on the motion.**

President Nellis provided some information to the Board on this contract extension request adding that

Mr. Phipps has been at the University of Idaho for 17 years and has done an outstanding job. Ms. Atchley expressed disappointment that the incentive for academic achievement is not emphasized more. Dr. Nellis clarified for Ms. Atchley that the incentive is per sport, so his incentive is six times the incentive because he oversees six sports.

Mr. Soltman felt the contract should be a three year contract rather than a five year contract to be consistent with other contracts. There was further discussion on the length of the contract and Mr. Nelson commented that this is a contract renewal and that Mr. Phipps has performed exceptionally in the past, adding that he has won coach of the year nine times. Dr. Goesling commented that in light of this coach's exceptional performance, they should keep the five year contract in this instance.

Mr. Westerberg expressed disagreement with a five year contract in consideration of policy limiting contracts to three years with little exception and offered an amended motion, but the motion failed. There was no further discussion.

#### 6. University of Idaho – Multi-Year Employment Agreement – Women's Soccer Coach

#### **BOARD ACTION**

**M/S (Soltman/Goesling): To approve the request by the University of Idaho to enter a new employment contract with Peter Showler, as Women's Soccer Coach, for a term commencing January 1, 2013 and expiring on December 31, 2015 with an annual base salary of \$38,438.40 and such contingent base salary increases, annual media payments, and incentive/supplemental compensation provisions as set forth in the materials presented to the Board, in substantial conformance with the terms of the contract set forth in Attachment 1 to the Board materials. The motion carried unanimously.**

#### **BOARD ACTION**

**M/S (Atchley/Goesling): To change the academic achievement award from the current level so the top level would be \$1000 and the lowest level would be \$400. The motion carried unanimously.**

Mr. Smith from the University of Idaho clarified that the changes would be consistent with the previous contracts. Ms. Atchley commented the academic incentives should be higher and proposed a motion which carried unanimously.

#### 7. Amendment to Board Policy – Section II.G. – First Reading

#### **BOARD ACTION**

**M/S (Soltman/Westerberg): To approve the first reading of amendments to Board Policy II.G. Policies Regarding Faculty (Institutional Faculty Only) as presented. The motion carried unanimously.**

Mr. Lewis commented that it would be difficult to evaluate what the merits of this policy change are one way or another. Mr. Westerberg requested comment on the requirement for students and non-tenured faculty participation to be optional. Provost Doug Baker clarified for the Board members that the change is for permissive language and not required language to avoid a conflict of interest for students and non-tenured faculty.

Mr. Westerberg asked if this excludes students from the process. Mr. Baker responded that student feedback is always included in the tenure and promotion process and student feedback is taken into consideration.



**BUSINESS AFFAIRS & HUMAN RESOURCES (BAHR) - Section II – Finance**1. FY 2013 Sources and Uses of Funds

Mr. Soltman indicated this is an informational item and asked Mr. Freeman to provide further explanation for the Board. Mr. Freeman indicated this is a standard report and that there have been no changes to the report. Mr. Lewis asked what institutional student fees are. Mr. Freeman responded that they are fees approved by the institution presidents. Ms. Pearson added that they include activity fees and other non- appropriated fees.

Ms. Atchley interjected that the Audit Committee has this item scheduled for further review and report to the Board.

Dr. Goesling requested that a change be made to the report for the addition of a one-year to three-year column. Dr. Goesling also asked for clarification on indirect costs of “other” and for research. Mr. Freeman responded that those costs can be any contract or grant, or it could be internal cost recovery. There was further discussion surrounding indirect costs and Dr. McIver and Mr. Ickes provides additional clarification for Board members. Ms. Pearson indicated she would provide more information regarding BSU after further review.

2. Amendment to Board Policy – section V.N. – Grants & Contracts, First Reading**BOARD ACTION**

**M/S (Soltman/Goesling): To approve the first reading of Board policy V.N., as presented in Attachment 1.** The motion carried unanimously.

**Mr. Westerberg requested unanimous consent to return this item to BAHR for further work and to return this item to the Board at a later time.** There were no objections.

Dr. McIver expressed opposition to this motion and expressed concerns with the policy going forward. He identified some concerns for Board members which included the \$50,000 cap, the costs of doing a project and federal pass-through dollars among other concerns.

Mr. Freeman provided some background and that the policy was last amended in December of 2011 to define terms and added language that provides for no cost recovery on contracts administered by the Board, PTE or IDVR. Mr. Freeman acknowledged the concerns of Dr. McIver on fixed costs and indicated language on federal pass-through dollars should be included.

Mr. Westerberg asked if there are any time constraint issues on this policy and if it should it be sent back to BAHR or have revisions made before the second reading. Mr. Freeman indicated time is not a concern.

3. Amendment to Board Policy Section V.B. – Occupancy Costs – Second Reading**BOARD ACTION**

**M/S (Soltman/Westerberg) To approve the second reading of the proposed amendments to Board Policy V.B., as presented in attachment 1.** The motion carried unanimously.

Dr. Goesling recommended the institution include the cost of occupancy in their lease/buy analysis report. Mr. Freeman responded that request would be appropriate and would not affect the policy being considered now.

4. Boise State University – Employee Dependent Fee

Mr. Soltman introduced Ms. Pearson from BSU to provide a report on this item. Ms. Pearson remarked that provided in Board members' agenda materials is a report which includes the details and usage of the dependent fee. She reported that the dependent fee was well received although the participation was not as high as anticipated. Feedback from participants was for this to become a permanent benefit. Ms. Pearson gave notice that she would be bringing this item forward for permanent approval at a later date, but pointed out that Board policy does not presently allow for a dependent. President Edmunds directed staff to proceed with a policy revision.

5. Boise State University – University Hotel

Mr. Soltman asked Ms. Pearson to provide information on this item. Ms. Pearson commented that BSU plans to issue a Request for Information (RFI) and qualifications to select one or more hotel development firms to negotiate a proposal on development of a campus hotel. The intent is for the hotel to be located on the university campus within the current master plan. She indicated the hotel is not listed in the master plan, but is consistent with some of the goals and directives of the master plan to allow for potential commercial development at the outer edges of the campus. Mr. Soltman asked if any of the property was acquired by condemnation. Mr. Satterlee responded that depending on the location some of the land may have been acquired through condemnation.

Mr. Soltman expressed concern that other business owners could view the property acquisition through condemnation as an unfair advantage. Ms. Pearson responded that they would do an analysis to ensure there were no violations of statute.

Dr. Goesling expressed great concern for the university getting involved in the hotel business. Mr. Luna echoed the remarks of Dr. Goesling and expressed concern regarding ownership of the facility. Ms. Pearson clarified that the university would not own the facility or run a business in competition with the private sector.

Mr. Lewis commented that property is limited for future growth of the institution and struggled with the idea of giving up the land as a limited resource. Ms. Pearson urged the Board to allow the issuance and review of an RFI, stating they are fully aware of the limited land resource. Mr. Lewis suggested the university be aware that the idea does not seem well received by the Board members and to consider those concerns going forward with the amount of work forth coming. Mr. Westerberg echoed the reservations of the other Board members.

6. University of Idaho – Arboretum Easement to Local Utility Provider**BOARD ACTION**

**M/S (Soltman/Atchley): To approve the request by the University of Idaho for authority to grant an easement to Avista Corporation in substantial conformance to the form submitted to the Board in Attachment 1, and to authorize the University's Vice President for Finance and Administration to execute the easement and any related transactional documents.** The motion carried unanimously.

7. Performance Based Funding Initiative (PBF)**BOARD ACTION**

**Mr. Westerberg requested unanimous consent to return the item back to BAHR.** There were no objections.

Mr. Westerberg provided some general observations that the metrics and submissions are good. He suggested the need for measures that measure something institutions are not presently doing to show performance beyond what is presently happening. Mr. Soltman recommended the ISU benchmarks need

further work. Dr. Goesling requested the item return to BAHF for further development.

#### 8. FY 2014 Capital Budget Requests

### **BOARD ACTION**

**M/S (Soltman/Goesling): To reconsider the motion of August 18, 2012, wherein the Board approved a recommendation for no major capital funding for FY 2014 and to have the Permanent Building Fund Advisory Council concentrate on alterations and repairs and other non-major projects.** The motion carried unanimously.

### **BOARD ACTION**

#### **Substitute Motion:**

**M/S (Soltman/Lewis) To recommend to the Permanent Building Fund Advisory Council the number one priority major capital project as identified by each institution on page 3 for consideration in the FY 2014 budget process.** The motion carried unanimously.

Dr. Rush clarified that the motion to reconsider puts the original motion back on the floor for discussion and the substitute motion replaces the language in the original motion. Mr. Soltman invited the institution FVPs to comment. Ron Smith from the University of Idaho commented that they strongly encourage moving the item forward. Ms. Pearson echoed the remarks of Mr. Smith.

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

#### 1. University of Idaho – Second Year Law Program

### **BOARD ACTION**

**M/S (Westerberg/Soltman): To approve the request by the University of Idaho to offer a second-year law curriculum in Boise.** A roll call vote was taken and the motion carried with a four-to-three vote. President Edmunds, Mr. Lewis and Mr. Westerberg voted nay on the motion.

President Nellis came forward to speak about the second year law program in Boise. He indicated they propose to broaden the third-year law curriculum currently offered in Boise to include the second-year law curriculum in an effort to meet the demand for legal education in the Treasure Valley. He commented the University of Idaho demonstrates the need for legal education in the Boise area as evidenced by the extensive market study conducted by the College of Law in 2008, which assessed the demand and impact of expanding its course offerings in Boise.

Don Burnett, Dean of Law at the university, introduced Roger Fisher, a former student of the law school who provided some brief remarks on his positive experience at the university. He indicated he chose the University of Idaho because of its location, its affordability as far as law schools go, and its outstanding reputation. Dean Burnett offered additional comments in support of the law school and providing the second year in Boise.

Mr. Westerberg encouraged further discussion on the item. Mr. Lewis was concerned with the resources tied to two locations and that there is an oversupply of law students presently. He was particularly concerned with the location issue. He believes the University of Idaho law school would be better located in Boise but not necessarily in two locations. He felt resources in Boise would enhance the quality of a law school, but did not favor two locations.

Dr. Nellis remarked on the documented need and expressed support for a law school at both locations. Dean Burnett indicated that there was an exhaustive study on demand for both locations showing favorable support for both and a solid basis for enrollment demand at both locations.

Mr. Lewis responded that he is asking for a study specifically to bring the law school to Boise and the dedication of resources necessary. He felt strongly that the demand is not present for two law schools now and discouraged using public funds toward something where the need is not warranted. Mr. Westerberg expressed concurrence with Mr. Lewis, adding that he questioned the allocation of already limited resources. President Edmunds provided comments in line with Mr. Lewis and Mr. Westerberg.

There was further discussion on the item and Mr. Burnett commented that a complete comprehensive S.W.O.T. analysis was done that suggested success of the program in Boise. He added that there is not a building in Boise that can accommodate the entire law school if it were located in Boise, adding that a law school in both locations is far stronger than it can be at one location alone.

## 2. Boise State University – IDo Teach Program

### **BOARD ACTION**

**M/S (Westerberg/Lewis): To approve the request by Boise State University to implement the IDo Teach Program, discontinue five stand-alone Bachelor of Science majors, and create five new emphases and an undergraduate program as presented.** The motion carried unanimously.

Dr. Marty Schimpf provided a review for the Board on this item. He commented BSU proposes to significantly change their math and science teacher education programs by adopting the UTeach Teacher Preparation Program from the University of Texas, which will be known as the IDo Teach Program. This change represents the creation of an entirely new structure of STEM education courses and a set of new programs. BSU will offer the existing and new programs in parallel for several years to accommodate students in the pipeline.

Dr. Schimpf commented on the collaboration efforts to provide this program and that BSU projects that the program will accommodate 32 new students the first year of the program, 64 new students in the second year, 96 in the third, and 128 in the fourth year and thereafter. Enrollment and graduate projections from the IDo Teach program includes all students enrolled in science and math secondary education programs and the certificate program.

## 3. Board Policy III.N. and III.V. – Statewide Articulation and Associates Degree – First Reading

### **BOARD ACTION**

**M/S (Westerberg/Goesling): To approve the first reading of amendments to Board Policy III.N. Private, In-state, Out-of-state, Non-Accredited Institution and Other Educational Source Offerings as presented.**

**AND**

**I move to approve the first reading of the amendments to Board Policy III. V. Statewide Articulation and Associate Degree as presented.** The motions carried unanimously.

## 4. Board Policy III.AA. – Accountability Oversight Committee – First Reading

### **BOARD ACTION**

**M/S (Westerberg/Lewis): To approve the first reading of amendments to Board Policy III.AA. Accountability Oversight Committee.** The motion carried unanimously.

5. Board Policy III.AB. – Idaho Rural Physician Incentive Program – First Reading**BOARD ACTION**

**M/S (Westerberg/Lewis): To approve the first reading of amendments repealing Board Policy III.AB. Rural Physician Incentive Program Oversight Committee.** The motion carried unanimously.

**DEPARTMENT OF EDUCATION**1. Superintendent's Update

In the interest of time Superintendent Luna will report to the Board at the December meeting.

2. Professional Standards Commission Recommendation**BOARD ACTION**

**M/S (Luna/Goesling): To accept the Professional Standards Commission recommendation and to grant conditionally approval of Boise State University's IDo Teach program as an approved Teacher Certification Program.** The motion carried unanimously.

3. ESEA Waiver**BOARD ACTION**

**M/S (Luna/Atchley): To approve Idaho's application for ESEA Flexibility as submitted.** The motion carried unanimously.

**OTHER BUSINESS**

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

**M/S (Westerberg/Atchley): To adjourn the meeting 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

**DRAFT MINUTES  
STATE BOARD OF EDUCATION  
November 19, 2012  
Special Board Meeting  
Boise, ID**

A special meeting of the State Board of Education was held November 19, 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 Ken Edmunds presided and called the meeting to order at 10:00 a.m. MST. A roll call of members was taken for the meeting.

**Present:**

Ken Edmunds, President  
Don Soltman, Vice President  
Emma Atchley, Secretary  
Milford Terrell

Tom Luna (joined at 10:15)  
Bill Goesling  
Rod Lewis  
Richard Westerberg

**BUSINESS AFFAIRS AND HUMAN RESOURCES**

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

**BOARD ACTION**

**M/S (Terrell/Soltman):** To approve the request by the University of Idaho to purchase the McCall campus for a purchase price of \$6.1 million and to pay transaction costs as set forth in the Purchase and Sale Agreement submitted to the Board; and further to authorize the Vice President for Finance and Administration, and Bursar of the University of Idaho to execute all necessary transaction documents for closing the purchase. A roll call vote was taken and the motion carried unanimously.

**M/S (Terrell/Atchley):** To approve the request by the University of Idaho for authority to use future bond proceeds to reimburse for the purchase of the McCall campus, including the purchase price and the costs and expenses associated with the purchase (including in this approval the Board's finding that the acquisition of the McCall campus is necessary for the proper operation of the University of Idaho and economically feasible), and further to approve the Resolution of the Board of Regents regarding the same, as set forth in Attachment 2 to the materials submitted to the Board. A roll call vote was taken and the motion carried unanimously.

Mr. Terrell introduced the item and indicated the McCall property has been part of the University of Idaho's off-site campus for many years. The property is in a desirable location and has been a major asset to the University of Idaho and the Board staff recommends approval of this acquisition.

Dr. Goesling asked for clarification on the reserves identified by the University. University of Idaho's Vice President for Finance and Administration Ron Smith clarified the reserves are working capital and it is money obligated for future expenditures of which the balance is around \$10-\$15 million. Mr. Smith indicated the University intends to borrow from their working capital and pay it back with the sale of bonds. Mr. Edmunds asked if these reserves were previously set aside for this transaction or if they were unrestricted reserves. He wanted clarification on how this would be reported for accounting purposes. Mr. Smith responded it will show on their annual financial statement as unrestricted reserves. He added that in the net asset report by the University, they will be considered designated funds, clarifying that there will be a \$63 million unrestricted amount which will have designated funds subtracted from it.

Dr. Goesling asked for clarification for when they go to a bond issuance. Executive Director of Planning and Budget Keith Ickes responded that the University will use internal reserves to fund the purchase price and acquisition costs, and intends to reimburse its reserves from a future bond issuance. Mr. Ickes indicated that they have a base budget for the McCall property of \$55,535 which is and has been the lease payment for several years. The Land Board increased the lease rate to up to \$250,000 at which time the University discussed purchasing the property instead of leasing it. They estimate going forward that \$350,000 will be needed to do the debt service, and in the ensuing 18 months, they will receive monetary gifts and naming opportunities for this property to reduce the debt service and bonding. Mr. Terrell asked for an estimate of future gifts and if there is an interest in the naming of this property. Mr. Ickes indicated there is an expression of interest, but nothing specific at this time. He added that they are prepared to go forward in 18 months even if no gifts are received toward this opportunity and pay the full debt service.

Board President Edmunds asked a few questions about the acquisition regarding the appraisal value of the property, a third party involvement and title insurance. Mr. Nelson responded to the questions, summarizing the details of the appraisal by the Department of Lands as part of the exchange transaction, the third party involvement in the purchase, and that the title insurance is a safeguard in the transaction despite the fact that the transaction is with another state entity.

There was further discussion on the appraisal of the property. The University's legal counsel, Kent Nelson, responded by providing additional history on this item and that in the University's opinion it is a solid appraisal and the University stands behind it.

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

### 1. Pending Rule Docket 08-0110-1201 – Work Study Program

## **BOARD ACTION**

**M/S (Soltman/Terrell): To approve the Pending Rule with changes, Docket 08-0110-1201 as submitted.** A roll call vote was taken and the motion carried unanimously.

### 2. Pending Rule Docket 08-0111-1201 – Proprietary School and Postsecondary Education Institution Registration

**BOARD ACTION**

**M/S (Soltman/Atchley): To approve Pending Rule Docket 08-0111-1201 as submitted.** A roll call vote was taken and the motion carried unanimously.

3. Pending Rule Docket 08-0114-1201 – Rural Physician Incentive Fund

**BOARD ACTION**

**M/S (Soltman/Terrell): To approve Pending Rule Docket 08-1114-1201 – Idaho Rural Physician Incentive Program.** A roll call vote was taken and the motion carried unanimously.

Mr. Lewis asked if the rules that went to the Department of Health and Welfare were the same as the rules that were in place. Ms. Bent from the State Board office indicated the Department of Health and Welfare worked closely with Board staff and incorporated the requirements that were in Board rules into their legislation last year. The majority of the requirements are now part of Idaho Code.

4. Pending Rule Docket 08-0202-1206 – Alternate Route to Certification

**BOARD ACTION**

**M/S (Soltman/Goesling): To approve Pending Rule with changes Docket 08-0202-1206 – Rules Governing Uniformity as submitted and in compliance with federal regulation.** A roll call vote was taken and the motion failed five to three. Mr. Lewis, Mr. Luna, Mr. Terrell, Mr. Edmunds and Dr. Goesling voted nay on the motion.

**M/S (Terrell/Luna): To return this motion back to committee to bring it back to the floor on a day set forth before the Friday deadline with amendments.** A roll call vote was taken and the motion carried seven to one. Mr. Westerberg voted nay on the motion. It was agreed by all Board members to reconvene for a special meeting on Tuesday, November 20, 2012, at 2:00 p.m. MST to bring this item back to the floor.

Mr. Soltman introduced the item and indicated that for the second reading of this rule, there were some changes requested during the comment period to further clarify what extenuating circumstances would be acceptable for receiving a waiver under subsection 045.04. Otherwise, there were no comments or additional changes to the rule.

Mr. Lewis asked for further explanation on the deletions associated with the limited approval alternatives. Ms. Bent responded that the deletion was due to the expiration of that section. Mr. Lewis asked about the terms of the requirements necessary for a content specialist and para educator. He pointed out certain details in the previous rule and asked if the requirements were adequate for content specialists, and additionally what our requirement is for teachers in general if they are not required to hold at least an associate's degree and be required to fulfill certain requirements after that. Ms. Bent responded this rule was promulgated through the Board office and staff worked closely with the Professional Standards Commission and State Department of Education staff Christina Linder on the language of the rule. The issues they were trying to address with these changes were for better alignment with the federal requirements for para professionals and to address timeline restrictions related to mentoring.



Ms. Bent indicated they can approve the pending rule without the language in subsection 01. There was discussion around holding a special meeting for this item before November 23<sup>rd</sup>. Mr. Lewis indicated there may still be a problem with the para educator portion even with that language deleted.

At this time during the meeting, Ms. Linder's comments were necessary to provide additional information. Unanimous consent was granted to postpone the item and proceed with the remainder of the agenda and return to the item at a time when Ms. Linder was able to participate in the meeting via phone.

Ms. Atchley made some additional comments regarding teacher certifications and that a bachelor's degree is required, but not in a specific area of content. Mr. Lewis expressed concern that a bachelor's degree is not required for a content specialist or para educator with the proposed amendments.

Ms. Linder provided clarification that the addition of a bachelor's degree or its equivalent is because the federal requirement for an alternate route. She commented that often student teachers have in essence everything up to the point of a bachelor's degree with the exception of completion of student teaching hours. Districts would like to hire those student teachers, but technically they do not have the actual degree in hand. The intention for this rule was to allow for the equivalent of a bachelor's degree in those cases where content knowledge exists.

Mr. Lewis suggested including the specific items or circumstances in the rule. Mr. Luna reiterated that the language in this rule is for compliance with federal law which is clear about a bachelor's degree and content knowledge. He also added that Department and Board staff walked this rule through the Professional Standards Commission. Ms. Linder insisted that they cannot have an alternate route for para educators because an alternate route has to have a bachelor's degree. With the federal requirements, they cannot legally do it without striking the language.

After extensive discussion, the Board requested that Board staff revise the proposed rule to clarify the requirement that candidates for certification must hold a Bachelor's degree or credit equivalent per review by the State Department of Education in accordance with specific federal regulations.

Ms. Bent suggested adding the language "in accordance with federal regulations" to the motion. There were no objections to the addition, however the motion failed. Mr. Terrell expressed confusion and concern about the changes being made to this rule. He recommended taking the motion off the table and returning to the item in a special board meeting later this week.

#### 5. Pending Rule Docket 08-0203-1201 – Home Schooled Student Recognition

### **BOARD ACTION**

**M/S (Soltman/Goesling): To approve Pending Rule Docket 08-0203-1201 as submitted.** A roll call vote was taken and the motion carried unanimously.

Mr. Lewis asked if the money received for financial aid for home schooled students is retained by the local school. Ms. Bent responded that this rule applies to the student's financial aid and if a school does not recognize a home schooled student as having received a secondary education then they are not eligible for federal financial aid that the student receives at the

postsecondary level. Mr. Lewis wanted to ensure what is being adopted doesn't have unexpected consequences by imposing a requirement on home schooled students that was inadvertent. Ms. Bent indicated that language is quoted directly from what is in statute. Mr. Luna added the language has been in place for some time and has worked without problem thus far. Mr. Lewis recommended examining the language in statute in the future.

Ms. Atchley asked for clarification on staff comments in the agenda materials about home schooled students being "forced to pass the GED exam, thereby dismissing the secondary education they had received." Ms. Bent responded that the post secondary institutions' immediate response to the change in federal requirements was to require home schooled students to take the GED exam. Parents disagreed with the requirement, expressing that it discounted the education home schooled students receive. Mr. Lewis asked about the level of education achieved coming out of a home schooled environment. Ms. Bent responded that currently the language in statute and now in rule recognizes a home school education, but there aren't any requirements other than they be taught subjects commonly and usually taught in public schools. Mr. Luna followed up by stating there are no requirements in place for parents of home schooled students to evaluate educational outcomes. Only when the child goes on to pursue postsecondary education are requirements imposed by an institution to demonstrate the student has a certain knowledge and skill base – such as the GED exam or other assessments.

Mr. Lewis indicated it would be useful to know what our institutions require for home schooled students. Dr. Rush from the Board office responded that the institutions do require entrance examinations for all students such as the ACT or the SAT. Ms. Bent added that for home schooled students, an additional placement test is required as well. Mr. Lewis requested based on discussion that there be further review by the Department on this item. Dr. Goesling also asked for the requirements each institution places on home schooled students be included.

#### 6. Pending Rule Docket 08-0204-1201 – Charter Schools

#### **BOARD ACTION**

**M/S (Soltman/Terrell): To approve Pending Rule Docket 08-0204-1201 as submitted.** A roll call vote was taken and the motion carried unanimously.

#### 7. Pending Rule Docket 08-0301-1201 – Public Charter School Commission

#### **BOARD ACTION**

**M/S (Soltman/Atchley): To approve the amendment of Temporary and Pending Rule with changes Docket 08-0301-1201 as submitted.** A roll call vote was taken and the motion carried unanimously.

#### 8. Pending Rule Docket 47-0101-1201 – Division of Vocational Rehabilitation

#### **BOARD ACTION**

**M/S (Soltman/Terrell): To approve the Division of Vocational Rehabilitations Field Service Manual as submitted and incorporate it by reference into IDAPA 47.01.01.** A roll call vote was taken and the motion carried unanimously.

**AND**

**M/S (Soltman/Atchley): To approve Pending rule with changes Docket 47-0101-1201 as submitted, effective July 1, 2013.** A roll call vote was taken and the motion carried unanimously.

At this time, the meeting returned to item #4 on the PPGA agenda.

#### STATE DEPARTMENT OF EDUCATION

1. Pending Rule Docket 08-0202-1201 – Endorsements, Health, Physical Education, Special Education Director, and Generalist

#### BOARD ACTION

**M/S (Luna/Goesling): To approve Pending Rule – Docket No. 08-0202-1201 with changes to IDAPA 08.02.02.023, .024, and .028, Rules Governing Uniformity as submitted.** A roll call vote was taken and the motion carried unanimously.

Mr. Luna introduced the item and indicated the only changes to Docket No. 08-0202-1201 between the proposed and pending stages was the removal of language added to IDAPA 08.02.03 subsection 026.03 during the proposed stage. These changes were made based on public input.

2. Pending Rule Docket 08-0202-1202 – Mathematical Thinking for Instruction Waiver

#### BOARD ACTION

**M/S (Luna/Terrell): To approve Pending Rule – Docket No. 08-0202-1202 as submitted.** A roll call vote was taken and the motion carried unanimously.

Mr. Luna indicated the proposed rule ensures that state resources that go toward the cost of the Mathematical Thinking for Instruction (MTI) course go toward teachers that are currently teaching in an Idaho school.

3. Pending Rule Docket 08-0202-1203 – Certification Standards, Teacher Leader

#### BOARD ACTION

**M/S (Luna/Goesling): To approve Pending Rule – Docket No. 08-0202-1203 as submitted.** A roll call vote was taken and the motion carried unanimously.

Mr. Luna indicated no public comments were received for this pending rule during the public comment period. As a result, the rule should be approved as originally proposed.

4. Pending Rule Docket 08-0202-1204 – Endorsements, Literacy, Consulting Teacher

#### BOARD ACTION

**M/S (Luna/Goesling): To approve Pending Rule – Docket No. 08-0202-1204 with changes to Idaho Administrative Code IDAPA 08.02.02.007, .016, .021, .022, .023, .024, and .029, Rules Governing Uniformity as submitted.** A roll call vote was taken and the motion carried

unanimously.

No public comments were received for sections .021, .022, .023, .024, and .029 during the public comment period. As a result, they are being submitted as originally proposed.

5. Pending Rule Docket 08-0203-1202 – Relationship Abuse and Sexual Assault Prevention

**BOARD ACTION**

**M/S (Luna/Goesling): To approve Pending Rule – Docket No. 08-0203-1202 as submitted.**  
A roll call vote was taken and the motion carried unanimously.

Mr. Luna indicated this rule will help to ensure that Idaho public schools provide and support a safe environment conducive to learning that promotes healthy relationship skills and opportunities for Idaho students and addresses the growing problem of adolescent relationship abuse and sexual assault in Idaho schools.

6. Pending Rule Docket 08-0203-1203 – High School Graduation Requirements

**BOARD ACTION**

**M/S (Luna/Terrell): To approve Pending Rule with changes – Docket No. 08-0203-1203 as submitted in Attachment 2.** A roll call vote was taken and the motion passed seven to one. Ms. Atchley voted nay on the motion.

Mr. Luna introduced the rule and provided some background comments, stating that the language requiring two on-line credits has been removed in response to the failure of Proposition 3. Mr. Soltman asked for clarification on the action being taken on the waiver of the math requirement. Mr. Luna indicated it would be the same as in February where the school districts were given the waiver and local districts would be allowed to waive the third year of math for seniors who have demonstrated a high level of math proficiency. There was further discussion around the math requirements. Ms. Bent clarified both voting options leave the math requirements in place. It was also clarified that the rule did not allow local school boards to waive Board rule, but that it set a minimum standard students must meet to be exempt from the math requirement during their last year of high school.

Moving on to discuss the on-line learning requirements, Mr. Edmunds asked whether they should be kept in place as part of the high school graduation requirements. Mr. Luna responded that that the reform package originally included a graduation requirement in the law itself. Mr. Soltman commented the issue arose of opposition to the law itself. Dr. Goesling commented that during the hearing process, stakeholders agreed that there should be some sort of technology requirement, but the type and number of credits were in question. Mr. Lewis encouraged the Board to continue to look at the topic of on-line learning as an important part of student preparation for postsecondary education. Dr. Goesling added that while visiting Salmon River High School, he had received feedback from junior and senior students and teachers that they agreed it was critical to have their education actively involved in technology.

Mr. Westerberg expressed concern on how the waiver is granted for math and noted this for the record that the process of granting the waiver needs improvement. Ms. Willits from the Department provided background on how the math waiver portion arrived at where it is today, commenting that they are bringing forward what the Board had approved in June. Mr. Luna

reminded the Board of the importance of setting high school graduation requirements that provide essential skills and knowledge for students to be ready for postsecondary education and one of those critical skills is knowing how to learn in an on-line environment. There was additional feedback from Board members on this item in support of on-line learning. Mr. Lewis reiterated that as the Board discusses future education reform, there is a great need to look closely at the levels of math that are required for high school students because currently the highest level of math required is geometry.

7. Pending Rule Docket 08-0203-1204 – Curricular Material Approval

**BOARD ACTION**

**M/S (Luna/Goesling): To approve Pending and amend Temporary Rule – Docket No. 08-0203-1204 with changes to IDAPA 08.02.03.128 as submitted.** A roll call vote was taken and the motion carried unanimously.

Mr. Luna reported that there were no comments during the comment period and that the rule authorizes the Board to determine the process by which the Department reviews and approves on-line courses. In response to the failure of Proposition 3 the language pertaining to on-line course approval is being stricken. There was one change to the rule regarding committee appointments to limit the number to no more than three from a given stakeholder.

8. Pending Rule Docket 08-0203-1205 – WIDA Standards

**BOARD ACTION**

**M/S (Luna/Terrell): To approve Pending Rule – Docket No. 08-0203-1205 as submitted.** A roll call vote was taken and the motion carried unanimously.

Mr. Luna indicated this rule is for the adoption of the 2012 World Class Instruction Design and Assessment (WIDA) standards which come at no cost to the state. The Idaho Department of Education has entered into a Memorandum of Understanding (MOU) with WIDA for licensing and use of the standards. Currently Idaho funds professional development for standards implementation within the districts in the state. This cost for professional development will continue at the same rate and no additional expenses will be incurred.

9. Pending Rule Docket 08-0203-1206 – Definition of Professional Development

**BOARD ACTION**

**M/S (Luna/): I move to approve Pending Rule – Docket No. 08-0203-1206 with changes as submitted.** A roll call vote was taken and the motion carried unanimously.

Mr. Luna clarified that the definition in the proposed rule was crafted in order to define a holistic approach to professional development that is well planned and administered to develop and promote effective instructional practices. He indicated no comments received relevant to the remaining portion of this rule. In response to the rejection of Proposition 3, the definition of “one-to-one mobile computing program” has been stricken.

10. Rescission and/or Vacation of rules – Docket 08-0201-1201, Fractional ADA and Docket 08-0202-1205, Teacher and Principal Evaluations

**BOARD ACTION**

**M/S (Luna/Terrell): To rescind the Temporary and Vacate the Proposed Rule – Docket No. 08-0201-1201.** A roll call vote was taken and the motion carried unanimously.

**AND**

**M/S (Luna/Atchley): To vacate the Proposed Rule – Docket No. 08-0202-1205.** A roll call vote was taken and the motion carried unanimously.

Mr. Luna indicated the temporary rule should be rescinded and that vacating the proposed Docket 08-0201-1201 will make the temporary rule null and void and eliminate the proposed rule.

**OTHER BUSINESS**

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

**M/S (Terrell/Luna): To adjourn at 12.13 p.m. The motion carried unanimously.**



STATE of IDAHO  
BOARD of EDUCATION

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

**DRAFT MINUTES  
STATE BOARD OF EDUCATION  
November 20, 2012  
Special Board Meeting  
Boise, ID**

A special meeting of the State Board of Education was held November 20, 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 Ken Edmunds presided and called the meeting to order at 2:00 p.m. MST. A roll call of members was taken for the meeting.

**Present:**

Ken Edmunds, President  
Don Soltman, Vice President  
Emma Atchley, Secretary  
Milford Terrell

Tom Luna  
Bill Goesling  
Rod Lewis

**Absent:**

Richard Westerberg

**PLANNING, POLICY AND GOVERNMENTAL AFFAIRS**

**4. Pending Rule Docket 08-0202-1206 – Alternate Route to Certification**

**BOARD ACTION**

**M/S (Soltman/Atchley): To approve Pending Rule with changes Docket 08-0202-1206 – Rules Governing Uniformity as submitted.** A roll call vote was taken and the motion carried unanimously.

Mr. Terrell and Mr. Lewis expressed that they are satisfied with the redrafting of this rule.

Ms. Atchley asked with regard to the on-line program why there was a background check requirement inserted into the language to requirements for completion. Ms. Bent from the Board office responded that the language has actually been in place since 2005 and has not been amended. She added that there is another section that says all personnel who have unsupervised contact with students are required to have a criminal background check and the language Ms. Atchley referred to was a redundancy oversight. It will be noted for future changes in this section that it may be removed from the on-line program requirement since the

language is contained in another section of the rule. Ms. Atchley requested no additional information.

**OTHER BUSINESS**

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

**M/S (Terrell/Atchley): To adjourn at 2:07 p.m. MST. The motion carried unanimously.**



**PLANNING, POLICY AND GOVERNMENTAL AFFAIRS  
DECEMBER 12, 2012**

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<b>TAB</b>	<b>DESCRIPTION</b>	<b>ACTION</b>
A	STATE BOARD OF EDUCATION STRATEGIC PLAN	Motion to Approve
B	STRATEGIC PLAN FOR HIGHER EDUCATION RESEARCH	Motion to Approve

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**PLANNING, POLICY AND GOVERNMENTAL AFFAIRS  
DECEMBER 12, 2012**

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**SUBJECT**

Idaho State Board of Education 2013-2017 Strategic Plan

**REFERENCE**

March 2008	Board reviewed initial Strategic Plan proposal
April 2008	Board approved the 2009-2013 Strategic Plan and Planning Calendar
January 2009	Board provided input on need for further in-depth planning
February 2009	Board approved 2010-2014 Strategic Plan
November 2009	Board met to develop 2011-2015 Strategic Plan
December 2009	Board discussion on strategic plan direction
February 2010	Board approved Goals and Objectives for 2011-2015 Strategic Plan
April 2010	Board postponed strategic plan approval to June 2010 meeting
June 2010	Board approved 2011-2015 State Board of Education Strategic Plan
December 2010	Board approved 2011-2015 State Board of Education Strategic Plan
December 2011	Board approved 2012-2016 State Board of Education Strategic Plan

**APPLICABLE STATUTE, RULE, OR POLICY**

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

**BACKGROUND/ DISCUSSION**

The Board's strategic plan is used to define the vision and mission of Idaho's K-20 educational system. The strategic plan is used to guide future growth and development, and establish priorities for resource distribution. Strategic planning provides a mechanism for continual review to ensure excellence in education throughout the state. The strategic plan not only defines the Board's purpose, but establishes realistic goals and objectives that are consistent with its governing ideals, and communicates those goals and objectives to the agencies and institutions under the Board, the public, and other stakeholder groups.

According to the Board's master planning calendar, the Board is scheduled to review and approve its strategic plan annually in December. The institutions and agencies then use the Board's approved strategic plan to inform their annual updates to their own strategic plans. The agencies and institutions bring their strategic plans forward for approval in April of each year with an option for final approval in June.

At the October 2012 Regular Board meeting the Board had an opportunity to review performance measure and discuss potential changes in performance

## IMPACT

## ATTACHMENTS

## STAFF COMMENTS AND RECOMMENDATIONS

Board staff recommends approval.

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



**IDAHO STATE BOARD OF EDUCATION  
2013-2017  
Strategic Plan**

An Idaho Education: High Potential – High Achievement



**VISION**

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

**MISSION**

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

**AUTHORITY AND SCOPE:**

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

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

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

**GOAL 1: A WELL EDUCATED CITIZENRY**

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

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

**Performance Measures:**

- Annual number of state funded scholarships awarded and total dollar amount.  
**Benchmark:** 20,000, \$16M
- Amount of need-based aid per student.  
**Benchmark:** undergraduate FTE WICHE Average
- Postsecondary student enrollment by race/ethnicity/gender as compared against population.  
**Benchmark:** 85,000 students for White & White, non-Hispanic; 30,000 students for all other race/ethnicities.
- Percentage of Idaho graduates (secondary) meeting placement test college readiness benchmarks.  
**Benchmark:** SAT – 60%  
ACT – 60%

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

**Performance Measures:**

- High School Graduation rate as defined in the Accountability Workbook.  
**Benchmark:** 95%
- Percent of Idaho public high school graduates who enroll in an Idaho public postsecondary institution within 12 months of graduation  
**Benchmark:** 60%
- Percent of Idahoans (ages 25-34) who have a college degree or certificate of one academic year or more.  
**Benchmark:** 60% by 2020
- Number of postsecondary unduplicated students receiving awards (AA, BA, MA PhD, professional) during the academic year (Summer-Fall-Spring)(PBFM).  
**Benchmark:** TBD (2yr institutions/4yr institutions)
- Percentage of high school students enrolled in advanced opportunities.  
**Benchmark:** 30%
- Percent of high school students enrolled and number of credits earned in Dual Credit (tied to HS enrollment, based on trend):
  - Dual credit  
**Benchmark:** 25% students per year  
**Benchmark:** 75,000 credits per year
  - Tech prep  
**Benchmark:** 27% students per year

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

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

**Performance Measures:**

- Number of Bridge programs.  
**Benchmark:** 7
- Number of adults enrolled in upgrade and customized training (including statewide fire and emergency services training programs).  
**Benchmark:** 52,500
- Percentage of first-year part-time freshmen returning for second year.  
**2-year Institution Benchmark:** 50%  
**4-year Institution Benchmark:** 50%

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

**Performance Measures:**

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

**GOAL 2: CRITICAL THINKING AND INNOVATION**

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

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

**Performance Measures:**

- Institution expenditures from competitive Federally funded grants  
**Benchmark:** \$112M
- Institution expenditures from competitive industry funded grants  
**Benchmark:** \$7.2M
- Number of sponsored projects involving the private sector.  
**Benchmark:** 10% increase
- Total amount of research expenditures  
**Benchmark:** 20%increase

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

**Performance Measures:**

- Percentage of students participating in internships and undergraduate research  
**Benchmark:** 30%  
Percentage of student who performed at or above the NAEP proficient levels in math and science.  
**Benchmark:** Science - 50%  
Math – 50%

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

**Performance Measures:**

- Percent of student meeting proficient or advance placement on the Idaho Standards Achievement Test, broken out by section.  
**Benchmark:** 100% for both 5<sup>th</sup> and 10<sup>th</sup> Grade students, broken out by subject area (Reading, Language Arts, Mathematics, Science)
- Average composite college placement score of graduating secondary students.  
**Benchmark:** ACT - 24.0  
SAT - TBD
- Percent of elementary and secondary schools meeting adequate yearly progress (AYP) in each of Reading, Mathematics, and Language subject areas.  
**Benchmark:** 100%
- Percentage of first-time students from public institution teacher training programs that pass the Praxis II.  
**Benchmark:** 90%

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

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

**Performance Measures:**



- Cost per successfully completed weighted student credit hour (PBFM)  
**Benchmark:** TBD
- Average number of credits earned at completion of a degree program.  
**Benchmark:** Associates - 80  
Transfer Students: TBD  
**Benchmark:** Bachelors – 136  
Transfer Student: TBD
- Percent of postsecondary first time freshmen who graduated from an Idaho high school in the previous year requiring remedial education in math and language arts.  
**Benchmark:** 2 year – less than 55%  
**Benchmark:** 4 year – less than 20%
- Institutional reserves comparable to best practice.  
**Benchmark:** A minimum target reserve of 5% of operating expenditures.

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

**Performance Measures:**

- Develop P-20 to workforce longitudinal data system with the ability to access timely and relevant data.  
**Benchmark:** Completed by 2015.  
Phase Two completed by June 30, 2013  
Phase Three completed by June 30, 2014  
Phase Four completed by June 30, 2015
- Implementation of Data Quality Campaign "Actions Met" items.  
**Benchmark:** Operationalized 100% by 2015

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

**Performance Measures:**

- Number of sponsored proposals submitted by an Idaho University that involved a subaward with another Idaho institution of higher education  
**Benchmark:** 10% Increase
- Number of sponsored projects awarded to an Idaho University that involved a subaward with another Idaho institution of higher education  
**Benchmark:** 10% Increase  
Amount of ongoing state funding received annually at each university to support CAES activities (broken out by funding sources)  
**Benchmark:** 10% Increase

# PLANNING, POLICY AND GOVERNMENTAL AFFAIRS

## DECEMBER 12, 2012

Goal/Objective	Performance Measure	2016 Benchmark	Benchmark Perspective	2008	2009	2010	2011	2012	Calculation Formula (or Element Definition)
<b>Goal 1: A Well Educated Citizenry</b>									
Goal 1, Objective A: Access.	Annual amount of State-generated need-based financial aid from Opportunity, LEAP, & SLEAP Scholarships. ...amount from the Opportunity Scholarship. ...amount from the LEAP Scholarship. ...amount from the SLEAP Scholarship.	\$10,000,000	\$8.3M above 2010; a 492% increase when the trend is decreasing	\$2,635,400	\$2,488,700	\$1,687,600	\$953,200	\$1,711,700	
				\$1,923,700	\$1,777,000	\$976,000	\$248,000	\$1,000,000	
				\$611,700	\$611,700	\$611,700	\$606,100	\$711,700	
				\$100,000	\$100,000	\$99,900	\$99,100	\$0	
	Annual number of merit & need based state-funded scholarships awarded.	20,000	9,122 scholarships more than 2009; an 84% increase	9,089	10,878	10,956	7,904	7,740	In following years (2011) this measure needs to be in sync with the "Dollar Amount of state-funded scholarships" measure, so that \$\$\$'s per scholarship meets policy, statute, etc.
	Annual total dollar amount of merit & need based state-funded scholarships awarded.	\$16,000,000	\$8.0M more scholarship dollars than 2009, which is double the dollar amount	\$8,816,132	\$9,610,456	\$7,439,092	\$5,934,857	\$7,627,099	
	Amount of need-based aid per undergraduate student.	\$489	WICHE Average	\$51	\$46	\$31	\$22		Defined as estimated need-based state grant dollars per FTE enrollment, restricted to undergraduates.
	Percent of met need based on FAFSA calculation and state funded aid.	TBD				N/A		These data should be first be available in 2013.	
	Total Postsecondary student enrollment by race/ethnicity for White/White, non-Hispanic.	65,000		67,927	66,862	75,634	77,267		
	Total Postsecondary student enrollment by race/ethnicity for all other race/ethnicities.	21,000		17,968	22,448	22,221	25,385		

# PLANNING, POLICY AND GOVERNMENTAL AFFAIRS

## DECEMBER 12, 2012

Goal 1, Objective B: Higher Level of Educational Attainment

High School graduation rate as defined in the Accountability Workbook.	90.00%	which is 0.30% above 2008	89.70%	91.69%	92.40%	93.00%	Per the Idaho Accountability Workbook... <b>the graduation rate = the # of high school completers at year t divided (by the # of grade 12 dropouts at year t, + the # of grade 11 dropouts at year t-1, + the # of grad 10 dropouts at year t-2, + the # of grade 9 dropouts at year t-3).</b> The graduation rate is the proportion of students who begin in ninth grade and go on to complete twelfth grade with a diploma. A General Education Development (GED) certificate does not count toward a district's graduation rate.	
Percent of Idaho Public & Charter high school students who enrolled in an Idaho public postsecondary institution within 12 months of graduation from an Idaho high school.	60.00%	which is 14.30% above 2006		30.36%	30.09%	29.54%	30.79%	Numerator is taken off the remediation data submissions that Scott G aggregates into a statewide summary by high school & institution. Denominator is take from the SDE website, specifically their annual enrollment summary data.
Percent of Idahoans (ages 25 to 34) who have a college degree or [at least a 1 year] certificate.	60% by 2020	which is 7.20% more than 2008	34.10%	31.44%	31.18%	34.97%		This percentage is a 3-year rolling average calculated by the Census Bureau for each category (Associate's, Bachelor's, Graduate/Professional). These categories were then summed for this percentage. For example the 34.8% for 2008 is a sum of the 2006-2008 averages from the categories above estimated from 2006, 2007, & 2008.
Percent of high school students enrolled in dual credit courses.	25.0%		7.3%	10.0%	12.0%	13.2%	15.7%	These %ages were created using the numerator & denominator from the data sources for 10th, 11th, & 12th grade students.
Number of credits earned in dual credit courses.	180,000	which is 136,839 credits more than 2010; a 317% increase	30,565	35,862	43,131	46,134	54,465	# of dual credit course credits earned by 10th, 11th, & 12th grade students enrolled in tech prep courses. This benchmark was determined by multiplying the # of students by 12 to get at the # of credits per year.
Percent of high school students enrolled in tech prep courses.	27.0%		15.6%	21.1%	22.9%	26.3%	24.3%	These %ages were created using the numerator & denominator from the data sources for 10th, 11th, & 12th grade students.
Percent of students taking AP exams.	10.0%		6.3%	7.0%	7.7%	8.2%	8.8%	These %ages were created using the numerator & denominator from the data sources for 10th, 11th, & 12th grade students.

# PLANNING, POLICY AND GOVERNMENTAL AFFAIRS

## DECEMBER 12, 2012

	Number of AP exams.	9,000	which is 2,160 more AP Exams than in 2009; a 32% increase	6,319	6,840	7,897	8,584	9,193	# of AP exams taken by the # of students above. Students may take more than one exam per year. This benchmark was created by compounding the '09 performance by 4.2% out to 2015 & rounding.
	Percentage of full-time/part-time first-year freshmen at 4-Year Institutions returning for second year.	70.00%	which is 4.60% above than 2008 60%/36%	64%/34%	66%/46%	67%/40%			Retention rates are calculated by dividing the number of full-time (or part-time) students attending in the fall semester by the number of those same students that return the following fall semester. In other words, the rate is the percent of students who enrolled in the fall that returned the following fall.
	Percentage of full-time/part-time first-year freshmen at 2-year Institutions returning for second year.	60.00%	which is 3.80% above 2008 43%/29%	39%/34%	53%/38%	58%/42%			Retention rates are calculated by dividing the number of full-time (or part-time) students attending in the fall semester by the number of those same students that return the following fall semester. In other words, the rate is the percent of students who enrolled in the fall that returned the following fall.
Goal 1, Objective C: Adult Learner Re-Integration.	Number of Bridge Programs.	6				1	4	5 (plus 1 funded by JKAF)	merely a count by PTE
	Number of adults enrolled in upgraded or customized training (including statewide fire & emergency services training programs.	52,500		50,154	51,555	50,532	51,260	47,803	Sum of "# of Adults Enrolled in Upgrade & Customized Training" and # of Adults Enrolled in Statewide Fire and Emergency Services Training Programs" found in PTE Agency Profile. These are "Short-Term Training Enrollments"
Goal 1, Objective D: Transition	Number of degrees conferred in STEM fields.	2,177	which is 545 more degrees than 2008; which is a 33% increase	1,650	1,648	1,714	1,945		Merely a count of STEM degrees as reported from IPEDS and categorized CIP codes. STEM fields were defined by the Complete College America Organization & updated here in March 2011 ( <a href="http://www.completecollege.org/path_forward/commonmetrics/">http://www.completecollege.org/path_forward/commonmetrics/</a> ).
	Number of University of Utah Medical School graduates.	8	See note & comment to the far right.	32	32	32	32	32	Head count
	Parentage of Boise Family Medicine Residency Graduates Training/Practicing in Idaho.	60%	See note & comment to the far right.	75%	56%	56%	55%	54%	# of residency graduates training/practicing in Idaho divided by # of residency graduates in the program.

# PLANNING, POLICY AND GOVERNMENTAL AFFAIRS

## DECEMBER 12, 2012

Percent of Psychiatry Residency Program graduates practicing in Idaho.	See note & comment to the far right.	100% (2)	0%	50% (1)	50% (1)	50% (1)	Head count
Number of Students Enrolled in WICHE Programs	8	8	8	8	6	4	Head count

### Goal 2: Critical Thinking & Innovation

Goal 2, Objective A: Critical Thinking, Innovation & Creativity.	Institution funding from competitive Federally funded grants.	\$112,000,000	which is \$18.5M more than 2009; which is a 20% increase	\$76,490,071	\$93,537,598	\$122,966,139	\$112,458,680	\$97,131,693	The amounts here are taken directly off of the Research Activity Reports. The only exception is adding the U of I Land Grant Federal appropriations into their Federal research amounts here. These amounts include CAES funds - per Matt's discussion with IR folks. This benchmark was created by increasing the latest amount by 20% & rounded...per Mike.
	Institution funding from competitive industry funded grants.	\$7,200,000	which is \$1.8M more than 2009; which is a 20% increase	\$6,226,448	\$6,016,139	\$10,589,050	\$3,955,569	\$2,684,459	The amounts here are taken directly off of the Research Activity Reports. The only exception is adding the U of I Land Grant Federal appropriations into their Federal research amounts here. These amounts include CAES funds - per Matt's discussion with IR folks. This benchmark was created by increasing the latest amount by 20% & rounded...per Mike.

Goal 2, Objective B: Innovation & Creativity.	Percent of students participating in internships or undergraduate research ( <i>includes duplication</i> ).	30.00%		5.57%, only BSU and U of I interns counted, no research students	5.89%, only BSU and U of I interns counted, no research students		7.93%	7.29%, but no BSU research students counted	Sum of # of undergraduate internships & undergraduate participating in research divided by the BSU, ISU, and U of I undergraduate enrollment total
Goal 2, Objective C: Quality Instruction.	Percent of students scoring in the proficient or advance ranges on the Idaho Standards Achievement Test - <b>10th Grade Reading.</b>	100.00%	16% above 2009	85.70%	N/A due to many (but not all) of these students "banking" their scores...not accurate comparison, per Scott Cook.	86.40%	87.20%	87.60%	As calculated for the ISAT.
	Percent of students scoring in the proficient or advance ranges on the Idaho Standards Achievement Test - <b>10th Grade Math.</b>	100.00%	30% above 2009	76.60%	N/A due to many (but not all) of these students "banking" their scores...not accurate comparison, per Scott Cook.	76.80%	78.50%	78.00%	As calculated for the ISAT.

# PLANNING, POLICY AND GOVERNMENTAL AFFAIRS

## DECEMBER 12, 2012

Percent of students scoring in the proficient or advance ranges on the Idaho Standards Achievement Test - <b>10th Grade Language.</b>	100.00%	35.60% above 2009	68.80%	N/A due to many (but not all) of these students "banking" their scores...not accurate comparison, per Scott Cook.	71.50%	72.60%	76.60%	As calculated for the ISAT.
Percent of students scoring in the proficient or advance ranges on the Idaho Standards Achievement Test - <b>10th Grade Science.</b>	100.00%	31.10% above 2009	66.90%	N/A due to many (but not all) of these students "banking" their scores...not accurate comparison, per Scott Cook.	67.90%	69.30%	72.50%	As calculated for the ISAT.
Percent of students scoring in the proficient or advance ranges on the Idaho Standards Achievement Test - <b>5th Grade Reading.</b>	100.00%	13.60% above 2009	84.30%	86.40%	88.00%	88.10%	87.80%	As calculated for the ISAT.
Percent of students scoring in the proficient or advance ranges on the Idaho Standards Achievement Test - <b>5th Grade Math.</b>	100.00%	22.10% above 2009	78.00%	77.90%	79.80%	80.90%	78.60%	As calculated for the ISAT.
Percent of students scoring in the proficient or advance ranges on the Idaho Standards Achievement Test - <b>5th Grade Language.</b>	100.00%	22.80% above 2009	74.20%	77.20%	77.20%	78.70%	79.40%	As calculated for the ISAT.
Percent of students scoring in the proficient or advance ranges on the Idaho Standards Achievement Test - <b>5th Grade Science.</b>	100.00%	33.60% above 2009	60.10%	66.40%	64.90%	67.40%	69.30%	As calculated for the ISAT.
Average composite ACT score.	24.0	2.4 points above 2009; an 11% increase when a 0.5% increase is the norm	21.5	21.6	21.8	21.7	21.6	This composite score is the average score of the graduating senior students of that year.
Average Total SAT Score (not a Board measure as of 8/28/12)	1,550	Benchmark is the College Board's	1,580	1,597	1,602	1,599	1,609	This total score is the sum of average scores for all students in each subject (Reading, Math, & Writing).
Percent of elementary and secondary schools meeting adequate yearly progress (AYP) or other equivalent measurements - Reading.	100.00%	which is 11.85% more than 2009	84.57%	88.15%	92.10%	92.70%	93.20%	These 3 AYP measures are to be combined for the 2010 reporting. However, the benchmark is still 100%.

# PLANNING, POLICY AND GOVERNMENTAL AFFAIRS

## DECEMBER 12, 2012

Percent of elementary and secondary schools meeting adequate yearly progress (AYP) or other equivalent measurements - Math.

100.00% which is 18.43% more than 2009 80.85% 81.57% 88.20% 88.40% 87.90%

Percent of elementary and secondary schools meeting adequate yearly progress (AYP) or other equivalent measurements - Language.

100.00% which is 23.83% more than 2009 72.41% 76.17% 84.20% 87.96% 85.56%

### Goal 3: Effective & Efficient Delivery Systems

Goal 3, Objective A: Cost Effective & Fiscally Prudent.

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

\$234 \$234 \$206 \$202

Uses an unweighted NACUBO calculation.

Average number of credits earned at completion of an Associates degree program.

60

Full-time = 100.6; Part-time = 88.7; Transfer = 99.9 (doesn't include LCSC or CWI data)

Full-time = 94; Part-time = 93; Transfer = 101 (doesn't include CWI)

Only transcripted credits are counted. What is included as a transcripted credit varies from institution to institution. A student status at entry is defined as their status at entry or 10 years to relevant date. Students who began as non-degree seeking but earned an award are included. For students who have taken longer than 10 years to complete the number of years is recorded as 10. Transfer credit counts are only from the institution where BS was attained.

Average number of credits earned at completion of Bachelor's degree program.

140

Full-time = 139.8; Part-time = 141.5; Transfer = 140.0 (doesn't include LCSC data)

Full-time = 141; Part-time = 144; Transfer = 130 (31 to 59 credits)

Only transcripted credits are counted. What is included as a transcripted credit varies from institution to institution. A student status at entry is defined as their status at entry or 10 years to relevant date. Students who began as non-degree seeking but earned an award are included. For students who have taken longer than 10 years to complete the number of years is recorded as 10. Transfer credit counts are only from the institution where Associate's was attained.

[E-mail: ted.eppery@fmr.idaho.gov](mailto:ted.eppery@fmr.idaho.gov)

Percent of 2-year postsecondary first-time first year freshman who graduate from an Idaho High School in the previous year requiring remedial education in math and/or language art.

<55%

71.1% 73.0% 65.5% 72.7% 74.7%

Student remediation need is determined by SAT, ACT, Compass, etc. placement exams. Institutions use their own cut scores on these exams to determine a student's remediation need. The # of Idaho High School students in need of remediation is divided by the # of Idaho High School students who enroll in an Idaho higher ed. institution.

Percent of 4-year postsecondary first-time first year freshman who graduate from an Idaho High School in the previous year requiring remedial education in math and/or language arts.

<20%

20.3% 27.7% 24.2% 26.6% 26.2%

Student remediation need is determined by SAT, ACT, Compass, etc. placement exams. Institutions use their own cut scores on these exams to determine a student's remediation need. The # of Idaho High School students in need of remediation is divided by the # of Idaho High School students who enroll in an Idaho higher ed. institution.

Institution reserves comparable to best practice (Ratio of unrestricted funds available to operating expenses).

> or = 5%

BSU = 2.2%; ISU= 3.7%; U of I = 1.6%; LCSC = 3.5% BSU=2.7%; ISU=5.9%; U of I=1.6%; LCSC=3.5% BSU = 3.5%; ISU= 7.3%; U of I = 2.3%; LCSC = 3.8%

Ratio of unrestricted funds available to operating expenses.

# PLANNING, POLICY AND GOVERNMENTAL AFFAIRS DECEMBER 12, 2012

Goal 3, Objective B: Data-driven Decision Making	Develop a P-20 to workforce longitudinal data system with the ability to access timely and relevant data.	This will be done (operational - able to track students over time) by 2015.	In Progress	In Progress	8 of 10 "Elements Met" and 3 of 10 "Actions Met" for the Data Quality Campaign	8 of 10 "Elements Met" (EDUID & Audit, not operational) and 4 of 10 "Actions Met", but a few others partially for the DQC
Goal 3, Objective C: Administrative Efficiencies	Number of collaborative projects.	10				Collaborative degrees or research projects that may include two or more institutions working together. For example CAES Project, Paraprofessional Certificate, future online "Idaho" degree, etc. See Tracie.



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**SUBJECT**

Statewide Strategic Plan for Higher Education Research

**REFERENCE**

April 2010	The Board was provided with a summary of the Statewide Strategic Plan for Higher Education Research
October 2010	The Board was provided with an update of the progress made toward the development of the Statewide Strategic Plan for Higher Education Research
December 2011	Board approved the Statewide Strategic Plan for Higher Education Research

**APPLICABLE STATUTE, RULE, OR POLICY**

Idaho State Board of Education Governing Policies and Procedures, Section III.W., Higher Education Research

**BACKGROUND/DISCUSSION**

Board Policy III.W Higher Education Research recognizes the significant role science, technology and other research play in statewide economic development as well as the need for collaboration and accountability in publicly funded research, to this end, the Higher Education Research Council (HERC) is assigned the responsibility of directing and overseeing the development, implementation, and monitoring of a statewide strategic plan for research. The Statewide Strategic Plan for research will assist in the identification of general research areas that will enhance the economy of Idaho through the collaboration of academia, industry, and/or government.

In an effort to accomplish this objective, the Vice Presidents for Research of the University of Idaho, Boise State University and Idaho State University were charged with developing a Statewide Strategic Plan for Research. The Research Plan has been completed and was submitted to HERC for review and approval at their November 16<sup>th</sup>, 2011 meeting. In October of 2012 in preparation for the performance measure report on the plan approved in December of 2012 it was determined that the original performance measures in the plan were either not clearly defined enough to be able to collect system wide or were not representative of the progress made on the strategic plan. Following the October Board meeting HERC convened as a whole to review the strategic plan and performance measures and are now forwarding recommendations for a revised strategic plan for higher education research with updated objectives and performance measures. Due to the extensive rewriting of the Goal 1 and the objectives and performance measures within the plan HERC is presenting the plan as a new document to the Board for approval.

The plan represents the role Idaho's research universities play in driving innovation, economic development, and enhancing the quality of life in Idaho through national and internationally research programs in strategic areas. The

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plan identifies areas of strength among Idaho's research universities; research challenges and barriers facing universities; research opportunities Idaho should capitalize upon to further build its research base, and steps for achieving the research vision for Idaho's universities.

**IMPACT**

Taking a strategic approach to invest in the state's unique research expertise and strengths could lead to new advances and opportunities for economic growth and enhance Idaho's reputation as a national and international leader in excellence and innovation.

**ATTACHMENTS**

Attachment 1 - Statewide Strategic Plan for  
Higher Education Research

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**STAFF COMMENTS AND RECOMMENDATIONS**

The plan will be monitored annually and updated as needed. The Higher Education Research Council will report to the Board annually on the progress made toward meeting the plans goals and objectives. Based on the Boards planning and reporting calendar data for the new performance measures are not scheduled to be brought back to the Board until the October 2013 Board meeting. The Board may choose at this time to request HERC present the data associated with the new performance measures at an earlier date.

Board staff has reviewed the plan and recommend approval.

**BOARD ACTION**

I move to approve the 2013-2018 Statewide Strategic Plan for Higher Education Research as submitted.

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

**STRATEGIC RESEARCH PLAN  
FOR IDAHO HIGHER EDUCATION  
(2013-2018)**

Submitted by:  
State Board of Education  
Higher Education Research Council

**EXECUTIVE SUMMARY**

Research is being increasingly acknowledged by industry, government and education as a key factor in the future economic vitality of Idaho. The universities and colleges of Idaho's system of higher education understand the need for greater collaboration in order to be competitive in today's global environment. The vice presidents of research also recognize the need to focus on and emphasize existing strengths and opportunities in Idaho's research community. They developed the following statewide strategic plan for research to ensure the greatest potential for achieving a vital and sustainable research base for Idaho. The strategic plan identifies the key research areas that will become the focal points for research and economic development through partnering among academia, industry, and government in both science and technology.

Research is fundamental to the mission of a university due to its role in knowledge discovery and in providing new ideas for technology commercialization via patents, copyright, licenses, and startup companies. University faculty who engage in research and creative activity are at the leading edge of their respective fields. Research also enhances the national reputation of the faculty and the universities. These faculty and their vibrant research programs attract the best graduate and undergraduate students by providing unique, cutting-edge learning experiences in their research laboratories, studios, field sites, and classrooms. On the most basic level, research strengthens a university's primary product -- innovative, well-educated students ready to enter a competitive workforce.

Research is the foundation of a university's economic development role. The influx of research dollars from external grants and contracts creates new jobs at the university, along with the attendant purchases of supplies, services, materials and equipment. The results of the research are new knowledge, new ideas, and new processes, which lead to patents, startup companies and more efficient businesses.

Idaho's research universities have strengths and opportunities for economic development in 1) Energy, 2) Natural Resource Utilization and Conservation, 3) Biosciences, 4) Novel Materials and 5) Software Development. By focusing collaborative efforts in these areas, the research universities will expand research success, public-private partnerships and the overall economic development of the State. Specifically, this collaboration:

- will increase the focus among Idaho universities and colleges on areas of strengths and opportunities;
- create research and development opportunities that build the relationship between the universities and the private sector;
- contribute to the economic development of the State of Idaho;
- enhance learning and professional development through research and scholarly activity; and
- build and improve the research infrastructure of the Idaho universities to meet current and future research needs.

This Statewide Strategic Research Plan for Idaho Higher Education is a tool for identifying and attaining quantifiable goals for research and economic growth and

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success in Idaho. The plan will be reviewed and updated annually as needed amid the fast-changing pace of research discovery.

**VISION**

Idaho's public universities will be a catalyst and engine to spur the creation of new knowledge, technologies, products and industries that lead to advances and opportunities for economic growth and enhance the quality of life of citizens of Idaho and the nation.

**MISSION**

The research mission for Idaho's universities is to develop a sustainable resource base by:

- identifying, recruiting and retaining top faculty with expertise in key research areas;
- building research infrastructure including facilities, instrumentation, connectivity and database systems to support an expanding statewide and national research platform;
- attracting top-tier students to Idaho universities at the undergraduate and graduate levels, and providing outstanding education and research opportunities that will prepare them to excel in future careers;
- raising awareness among state, national and international constituencies about the research excellence and capabilities of Idaho's universities by developing and implementing targeted outreach, programs and policies; and
- collaborating with external public, private, state, and national entities to further the shared research agenda for the state, thereby promoting economic and workforce development and addressing the needs and challenges of the state, region and nation.

**GOALS**

1. Goal - Increase research at, and collaboration among, Idaho universities and colleges to advance the universities areas of research strengths and opportunities.
  - a. Objective – Ensure growth and sustainability of public university research efforts.
    - i. Total amount annual research expenditures (broken out by source)  
Benchmark: 20% increase
    - ii. Number of Diverse external funding sources
  - b. Objective – Ensure the growth and sustainability of the existing collaborative research at the Center for Advanced Energy Studies (CAES).
    - i. PM – Total amount of ongoing state funding received annually at each of the universities to support CAES activities.  
Benchmark: \$3M
    - ii. PM – Total annual research expenditures derived from external funds on CAES activities (broken out by source).  
Benchmark: 20% increase

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- c. Objective – Expand joint research ventures among the state universities, including EPSCoR and Institutional Development Award (IDeA) related programs.
  - i. PM – Number of sponsored proposals submitted by an Idaho University that involved a subaward with another Idaho institution of higher education (in either direction).  
Benchmark: 50% increase
  - ii. PM – Number of sponsored projects awarded to an Idaho University that involved a subaward with another Idaho institution of higher education (in either direction).  
Benchmark: 30% increase
- 2. Goal – Create research and development opportunities that strengthen the relationship between the state universities and the private sector.
  - a. Objective – Increase the number of sponsored projects involving the private sector
    - i. PM – Number of sponsored projects involving the private sector  
Benchmark: 50% increase
  - b. Objective – Increase access for the private sector to state universities facilities.
    - i. PM – Number of university/private sector facility use agreements (in both directions).  
Benchmark: 50% increase
    - ii. PM – Number of sponsored projects with private sector and an Idaho institution of higher education that involves an award or subaward (in either direction).  
Benchmark: 50% increase
    - iii. PM – Number of student internships with private sector.  
Benchmark: 20% increase
- 3. Goal – Contribute to the economic development of the State of Idaho.
  - a. Objective – Increase the amount of university-generated intellectual property introduced into the marketplace.
    - i. PM – Number of technology transfer agreements (as defined by AUTM (Association of University Technology managers)).  
Benchmark: 15% of invention disclosures
    - ii. PM – Number of invention disclosures (including plant varieties).  
Benchmark: 1 for every \$2M of research expenditures
    - iii. PM – Number of patent filings (as defined by AUTM).  
Benchmark: 33% of invention disclosures
    - iv. PM – Number of issued patents.  
Benchmark: 10% increase over previous 4 year average
    - v. PM – Amount of licensing revenues  
Benchmark: \$380,000 (many independent variable contribute to this number,

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- do to public purpose of institutions these numbers do no cover cost of tech transfer)
- b. Objective – Increase the number of university start-up companies (includes start-up's outside of Idaho).
    - i. PM – Number of start-up companies  
Benchmark: 10% of licenses
    - ii. PM – Number of employees at startup companies  
Benchmark: 10% increase
4. Goal – Enhance learning and professional development through research and scholarly activity.
- a. Objective – Increase the number of university and college students and staff involved in sponsored project activities.
    - i. Number of undergraduate and graduate students paid from sponsored projects.  
Benchmark: 20% increase
    - ii. PM – Number of faculty and staff paid from sponsored projects.  
Benchmark: 20% increase
  - b. Objective – Increase the dissemination of research findings.
    - i. PM – Number of external publications.  
Benchmark: 20% increase
    - ii. PM – Number of theses and dissertations.  
Benchmark: 10% increase

## **RESEARCH OPPORTUNITIES**

Idaho's research universities have developed statewide strengths in strategic research areas that have great potential to drive future economic growth and success. The criteria used to select these areas include: number of faculty and qualifications; peer-reviewed publications and impact; infrastructure (facilities, equipment, information technology, staff); external grant and contract funding; academic programs; student involvement; potential benefit to the State; and technology transfer activity, including patents, licenses, and startup companies. By *focusing* collective research efforts and resources in these areas, the universities will be on the most efficient and effective route to research success and state-wide economic development. These high impact areas include 1) Energy, 2) Natural Resource Utilization and Conservation, 3) Biosciences, 4) Novel Materials, and 5) Information Management and Software Development.

**Energy:** Energy is a critical driver of any economy. The projected increases in the population of the world and increases in the standard of living will produce severe strains on the ability to meet the demands of the next few decades. In addition, finite reserves of fossil fuels and pollution from their combustion requires that alternative sources of energy production be developed. The combination of natural resources in Idaho and presence of the Idaho National Laboratory makes energy a natural area of emphasis. Indeed, the three universities with research capabilities already have

extensive research projects in this area. The Center for Advanced Energy Studies is an example of the significant investment the three universities and the Idaho National Laboratory have made to develop expertise in nuclear engineering and safety, biofuel production from dairy waste, geothermal exploration, carbon sequestration, energy policy, and energy efficient structures. Intellectual property has already been generated from these products and is licensed. Further growth in these areas not only takes advantage of the strong base but strongly supports economic development through new markets for new product development

***Natural Resource Utilization and Conservation:*** In the broad field of natural resource utilization and conservation, Idaho's universities have expertise in water resources, agriculture, forestry, recreation, and geophysics and geochemical detection and monitoring of groundwater pollutants. For example, university geologists, ecologists, and policy experts are collaborating on broad-ranging research projects that examine and predict the impact of climate change on Idaho's water resources. As water is essential to agriculture, recreation, the ecosystem, and human health, the universities have research strength in an area of tremendous societal and economic impact. Agriculture remains an important part of the economy of Idaho. Development of new plant varieties with improved resistance to disease and climate change remain an area of importance as does the development of new feeds for domestic fish production. The often competing demands for preservation and exploitation put on the environment require understanding of the various ecosystems in the state and region as well as societal and economic impacts of policy decisions. The future economic success of the state will rely on a deep understanding of these processes.

***Biosciences:*** Idaho's universities have well-established research programs in selected areas of biosciences. Faculty at Idaho University engaged in research related to human health and the treatment of cancer and other genetic related disorders. University microbiologists and informatics experts are also studying real-time change in pathogenic microorganisms that enable them to become resistant to drugs and chemical toxins thus resulting in worsening human disease and mortality rates as well as in domestic and wild animals, food plants and trees. These phenomena are having a significant negative impact on Idaho's agriculture and forests. Further stress is being put on these important commercial sectors through climate variability. Research in these areas is critical for preserving important economic sectors of Idaho's economy while addressing future global needs.

***Novel Materials:*** The global materials industry is worth an estimated \$550 billion, conservatively. Materials revolutionize our lives by offering advanced performance and new possibilities for design and usage. For example, the market for biocompatible materials has grown from a few to \$60 billion in the past decade. Market size is growing for materials in emerging areas such photonic materials, electronic and dielectric materials, functional coatings, and green materials. Materials research in Idaho is conducted by a wide range of scientists in diverse fields. Current materials researchers in Idaho cover a broad spectrum of specializations, including semiconductor device reliability, microelectronic packaging, shape memory alloys, DNA



machinery, environmental degradation, materials for extreme environments, biomaterials and bio-machinery, materials characterization, and materials modeling. Nanoscale materials and devices, functional materials and their uses and materials for energy applications are a focus of research throughout the state. These areas of research are highly synergistic with local industries and the Idaho National Laboratory (INL). Access to materials characterization equipment and processing laboratories has resulted in collaborations with small businesses and start-up companies.

***Information Management and Software Development:*** Device control and information management are an essential part of 21<sup>st</sup> century life and, therefore, are an important part of educational requirements. For instance, large amounts of sensitive data are collected, processed, and stored electronically but must be accessed and moved in order to have any impact. In fact, many systems are computer controlled through networks. These include such things as the electric transmission grid and transportation in major cities. The universities are beginning to develop research expertise in software development and data management lifecycle design and operations and secure and dependable system design and operations. This area provides a significant area of opportunity for economic development in Idaho as well as for improving the global competitiveness of the United States. There are already a significant number of firms in Idaho whose interests are in software development for device control, information management and processing. In addition, many of the major research projects being undertaken in the region by various state and federal agencies as well as the universities require the handling of significant amounts of data in a secure and dependable fashion. Each university has some expertise in this area but not a critical mass. Currently, research funding in the universities from private and governmental sources is limited by the number of qualified personnel. In addition, within Idaho there is a high demand for graduates at all levels in computer science.

## **EXTERNAL FACTORS: IDAHO RESEARCH ADVANTAGES AND CHALLENGES**

### **Research Advantages**

***Idaho Global Entrepreneurial Mission (IGEM):*** The Governor and legislature of the State of Idaho have created the IGEM initiative to leverage the talent and expertise of Idaho's research universities to strengthen Idaho's economy through job creation and commercialization of technologies in partnership with the private sector. This unique and dynamic partnership between the state, private sector, and the Idaho universities will create new ideas, products and companies that lead to higher-paying jobs and a stronger economic foundation for our state.

***The Idaho National Laboratory (INL) and the Center for Advanced Energy Studies (CAES):*** Idaho is fortunate to be home to the Idaho National Laboratory, one of only 20 national laboratories in the U.S. The INL's unique history and expertise in nuclear energy, environmental sciences and engineering, alternative forms of energy,

**PLANNING, POLICY, AND GOVERNMENTAL AFFAIRS**  
**DECEMBER 12, 2012**

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and biological and geological sciences and related fields provides an excellent opportunity for research collaboration with Idaho's university faculty in the sciences, engineering, business and other fields.

CAES established at the request of the U.S. Department of Energy, is a public-private partnership that includes Idaho's research universities—Boise State University, Idaho State University, and the University of Idaho—and the Battelle Energy Alliance (BEA), which manages the INL. The CAES partners work together to create unique educational and research opportunities that blend the talents and capabilities of Idaho's universities and the INL. A 55,000 square-foot research facility in Idaho Falls supports the CAES energy mission with laboratory space and equipment for students, faculty, and INL staff in collaborative research projects. The State of Idaho invested \$3.2M in direct support of the three Idaho research universities during FY09 and FY10. During these first two years, the CAES partners won \$24M in external support for CAES research that has contributed to both scientific advances and economic development in the state and region.

***Natural Resources:*** Idaho's beautiful natural resources are well known to fishermen, hunters, skiers, and other outdoor enthusiasts. Through its rivers, forests, wildlife, geological formations, and rangelands, Idaho itself is a unique natural laboratory for geological, ecological, and forestry studies. Idaho is home to some of the largest tracts of remote wilderness in the lower 48 states. In addition, the proximity of Yellowstone National Park and the Great Salt Lake provide additional one of a kind opportunities for ecology and geology research.

***Intrastate Networks:*** The existing networks within the state, including agricultural extension services and rural health networks, provide a foundation for collecting research data from across the state, and rapidly implementing new policies and practices as a result of research discoveries.

***Coordination Among Universities In Advancing Research and Economic Development (technology transfer):*** By and large the research universities continue to coordinate and share their technology transfer and economic development activities. This not only increases each university's competitiveness at the national and state level but also decreases the costs for achieving a particular goal.

### **Research Challenges**

***Economy:*** The current economic recession is the most severe downturn most of us have seen in our lifetimes. The immediate effects of this recession on university research are state-wide budget cuts, with results that include hiring freezes, loss of university faculty and staff, higher teaching loads for faculty (with correspondingly less time for research), and delayed improvements in research infrastructure, including major equipment.

However, it is not only the current recession which threatens Idaho university research. Idaho has relatively few industries, and seems to attract fewer new companies and industries than other states. When one major sector suffers, as agriculture is at the present time, the entire state suffers. As state institutions, the research universities suffer. Over time, a relatively slow state economy leads to at least two problems: 1) recruitment and retention of faculty, who go to institutions offering higher salaries, more startup money, and better infrastructure; and 2) aging infrastructure, keeping Idaho researchers behind their national peers in terms of having the most up-to-date facilities and equipment. Without proper infrastructure, Idaho research faculty is at a distinct disadvantage in competing with peers across the nation for federal grants.

***Competition from Other Universities:*** In research, university faculty competes nationally for grant funds from federal agencies such as the National Science Foundation, Department of Energy, and the National Institutes of Health. Many other universities are well ahead of Idaho's universities in terms of state funding per student, patent royalty income, endowments, etc., and are able to move ahead at a faster pace, leaving Idaho universities further behind as time goes on.

***University Culture:*** Each of Idaho's research universities aspires to greater levels of achievement in research and creative activity, and to emphasize economic development outcomes along with success in basic and applied sciences, engineering and other scholarly pursuits. It is expected in the future that faculty at each of the universities will be rewarded in annual performance reviews for invention disclosure, entrepreneurial engagement, outreach activities and interdisciplinary research along with the traditional value placed on archival publication and external research funding. There is world-class research in Idaho that is recognized on national and international levels in selected fields of endeavor. This is increasing with new research-active faculty hires at each institution. There are some cultural differences among faculty manifested by discomfort with change aimed at increasing research volume making Idaho's universities more nationally competitive. These concerns often lessen as faculty from the various universities, private sector professionals and national laboratory staff work together in collaborative research and related instruction in state-of-the-art activities.

***Vastness of State and Distances Between Schools:*** Although the distances between the research universities is not much different from those in other western states, the topography of Idaho increases the time and cost required for travel well beyond those experienced in other states. This fact discourages collaborations between faculty members and administrators at the different research universities as well as between universities and other entities within Idaho. Although video conferencing can alleviate this problem, there is limited capability at each university. There is also the continuing problem of finding funds to pay for the necessary connectivity between the universities as well as to the world outside of Idaho.

***Data Issues:*** There is very little long-term, quality data available on the research enterprise or economic development. The data that exists are scattered among various

entities in a variety of formats thus make it hard to centralize and use. Furthermore, there is no one entity responsible for collecting, analyzing and dispersing it. This is also true for many of the sectors that will strongly influence the future economic impact of Idaho. While there are large amounts of data that have been collected on watersheds, forests and agricultural operations and the environment—to name a few—they are distributed across a number of agencies and individuals within those agencies. Worse yet, much of this information is lost every time a researcher retires.

***Private Sector Support:*** Idaho has very little high-technology industry within its borders. This reduces the potential for developing an applied research initiative within the universities that, in many states, provides one important arm of economic development and technology transfer. This also means that it is much harder to develop those private/public partnerships that provide the universities with additional capital to construct research and technology transfer facilities. Idaho's relatively small population of 1.6 million people limits the potential tax revenue for support public institutions, but improves participation in research surveys and hearings for establishing public opinion.

***Fragmented Economic Development Initiatives:*** There are seemingly too many economic development initiatives in Idaho and they are not well coordinated. It is imperative that state, university, and community initiatives work together toward common and agreed to goals. As it is, little progress is being made towards developing an economic strategy for the state that includes the research universities and little money has been secured to drive the economic development process. In fact, it is not uncommon to find that different entities in Idaho are competing against each other.

***National and International Recognition:*** While each Idaho research university has faculty members that can successfully compete on the national and international scene for research funds, no one university has the necessary reputation, breadth of faculty expertise or facilities to compete for the large projects that are necessary to establish a national or international reputation and substantially grow its research funding.

***Lack of Diversity:*** The population of faculty, staff and students at each of the three research universities, like that of the State, is fairly homogeneous. This lack of diversity—be it cultural, socio-economic or ethnic—hurts the universities and surrounding communities in several different ways. First, it makes recruitment of students, faculty and staff from under-represented groups more difficult. Second, it is noted on accreditation reports and, as such, is a negative reflection on the institution. Finally, it limits the competitiveness of the university in several federal agencies where plans for including under-represented groups in the program are a key element of the proposal.

**CONSENT AGENDA  
DECEMBER 13, 2012**

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TAB	DESCRIPTION	ACTION
1	<b>AUDIT</b> - Audit Contract – 6 <sup>th</sup> Amendment	Motion to approve
2	<b>AUDIT</b> - Audit Committee: Mark Heil Reappointment	Motion to approve
3	<b>AUDIT</b> - Boise State University Foundation Operating Agreement	Motion to approve
4	<b>BAHR – SECTION II</b> - University of Idaho – Renewal of Lease to the US Geological Survey at the UI Research Park	Motion to approve
5	<b>IRSA</b> – Quarterly Report: Programs and changes Approved by the Executive Director	Motion to approve
6	<b>PPGA</b> – Idaho State University – Facility Naming	Motion to approve
7	<b>PPGA</b> – Eastern Idaho Technical College – Facility Naming	Motion to approve

**BOARD ACTION**

I move to approve the Consent Agenda as presented.

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

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**CONSENT**  
**DECEMBER 13, 2012**

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**SUBJECT**

Audit Contract – Costing of Additional Major Programs

**REFERENCE**

December 2004	Board ratified the Audit Committee's selection of Moss Adams for the contractor for auditing services
October 2009	Board ratified the Audit Committee's first 3-year extension to the contract for auditing services with Moss Adams
June 2012	Board ratified the Audit Committee's second 3-year extension to the contract for auditing services with Moss Adams

**APPLICABLE STATUTE, RULE, OR POLICY**

Idaho State Board of Education, Policies and Procedures, Section V.H.

**BACKGROUND/DISCUSSION**

In July of this year during discussions to extend the audit contract, Moss Adams presented the Audit Committee with a new methodology for costing additional major programs which includes a three (3) tier structure: 1st tier is an additional major program for Research and Development (R&D) generally regarded to require twice the amount of audit time as a standard major program and would cost twice as much as a standard major program; 2nd tier is a standard major program which would cost \$6,382 for FY 2012; 3rd tier is an additional major program with 10 or fewer transactions and would cost one-half the cost of a standard major program. The Committee unanimously approved this tier system for costing additional major programs and directed staff to add it as an addendum to the contract.

Subsequently Moss Adams requested language be included which would provide for a scope increase in the rare time when both the R&D and Student Financial Aid (SFA) major programs were audited in the same year at the University of Idaho.

**IMPACT**

Staff worked with Moss Adams and the University of Idaho to draft the 6<sup>th</sup> amendment to the audit contract which would include the tier system for costing major programs at all four institutions and to allow for a scope change when both the R&D and SFA major programs were audited in the same year at the University of Idaho. The Audit Committee approved the 6<sup>th</sup> amendment.

**ATTACHMENTS**

Attachment 1 – 6<sup>th</sup> amendment to audit contract

Page 3

**CONSENT**  
**DECEMBER 13, 2012**

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**STAFF COMMENTS AND RECOMMENDATIONS**

Staff recommends approval.

**BOARD ACTION**

I move to approve the 6<sup>th</sup> amendment to the audit contract between the State Board of Education and Moss Adams, LLP, as presented in Attachment 1.

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



**CONSENT  
DECEMBER 13, 2012**

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**Attachment 1**

**SIXTH AMENDMENT TO  
AGREEMENT FOR AUDIT SERVICES**

THIS SIXTH AMENDMENT TO AGREEMENT FOR AUDIT SERVICES ("Sixth Amendment") is made and entered as of the \_\_\_\_\_, by and between **THE STATE OF IDAHO**, by and through the Department of Administration on behalf of the State Board of Education generally and in its capacity as the Regents of the University of Idaho, the Trustees of the Lewis-Clark State College, the Trustees of Boise State University, the Trustees of Idaho State University and the State Board for Professional -Technical Education, and **MOSS ADAMS LLP**, a Washington limited liability partnership.

**RECITALS**

- A. The Department of Administration, Division of Purchasing issued a Request for Proposal for Auditing Services Contract on July 21, 2004 as Request for Proposal number 01522 (the "RFP");
- B. Moss Adams LLP (the "Contractor") submitted the successful proposal in response to the RFP;
- C. The parties entered into an Agreement for Audit Services, which was issued under cover of Contract Purchase Order CPO01850 dated as of March 25, 2005 (collectively, the Contract Purchase Order and the Agreement for Audit Services are hereinafter called the "Agreement");
- D. The parties amended the Agreement on October 21, 2005, which was issued under cover of Contract Purchase Order CPO01850-01, again on August 4, 2006, which was issued under cover of Contract Purchase Order CP01850-02, again on May 26, 2008, which was issued under cover of Contract Purchase Order CP01850-03; again on October 29, 2009, which was issued under cover of Contract Purchase Order CPO-1850-04; and again on June 28, 2012, which was issued under cover of Contract Purchase Order CPO-1850-05
- E. The parties desire to further amend the Agreement under the Conditions more particularly set forth in this Sixth Amendment.

NOW THEREFORE, in consideration of the foregoing recitals, which are incorporated herein by this reference and the mutual covenants contained herein, the parties agree as follows:

- 1. *Definitions.* Except as modified herein or where the context clearly requires otherwise, the definitions set forth in the Agreement, as amended, shall apply to the terms used in this Sixth Amendment.
- 2. *Costing of Major Programs – Boise State University, Idaho State University, Lewis-Clark State College.* The methodology used to cost an additional major program includes a 3 tier structure: 1st tier is an additional major program for Research and Development (R&D) generally regarded to require twice the amount of audit time as a standard major program and would cost twice as much as a standard major program; 2<sup>nd</sup> tier is a standard major program which would cost \$6,382 for FY 2012; 3<sup>rd</sup> tier is an additional major program with 10 or fewer transactions and would cost one-half the cost of a standard major program.

**CONSENT**  
**DECEMBER 13, 2012**

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3. *Costing of Major Programs – University of Idaho:* Given the current size and complexity of the Research and Development (R&D) division at the University of Idaho, the cost to audit an additional major program will be consistent with the methodology used for Boise State University, Idaho State University, and Lewis-Clark State College. However, if circumstances warrant requirement for an audit of both the Student Financial Aid system (SFA) and R&D major programs in the same fiscal year, additional discussions between the University of Idaho, Moss Adams, and the Audit Committee will be required to ensure the proper audit scope is thoroughly outlined and additional audit services provided by Moss Adams will be fairly compensated.
4. *Agreement Remains in Effect.* Except as modified herein, the terms of the Agreement, as previously amended, remain enforceable and effective. The Agreement as modified by this Sixth Amendment supersedes all prior negotiations, understandings, and agreements between the parties, whether oral or written, and all such negotiations, understandings, and agreements are evidenced by the terms of the Agreement, as amended. The Agreement may not be further amended in any manner except by a writing signed by the parties.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the first day set forth above.

Reviewed and Approved

State of Idaho, State Board of Education

By: \_\_\_\_\_

Its \_\_\_\_\_

Moss Adams LLP

By: \_\_\_\_\_

Its \_\_\_\_\_

State of Idaho, Department of Administration

Division of Purchasing

By: \_\_\_\_\_

Mark Little, CPPO, State Purchasing

**CONSENT**  
**DECEMBER 13, 2012**

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**SUBJECT**

Audit Committee Reappointment of Mark Heil

**REFERENCE**

December 2008

Board appointed Mark Heil to Audit Committee

**APPLICABLE STATUTE, RULE, OR POLICY**

Governing Policies and Procedures V.H.

Board Bylaws H.4.b

Idaho Committee Charter, Appendix C

**BACKGROUND/DISCUSSION**

Board Bylaws H.4.b, Composition, provides that the Audit Committee members shall be appointed by the Board and shall consist of six or more members. Three members of the Committee shall be current Board members and three members shall be independent non-Board members who are familiar with the audit process and permanent residents of the state of Idaho. Appointments shall be for a three-year term. Terms will be staggered such that two members exit and two new members are added each year. There are no limitations on the number of terms a committee member may serve.

Mark Heil is an outside member of the Audit Committee. He was originally appointed to a two-year term through December 31, 2010. The Audit Committee approved his recommendation for reappointment at its March 2010 meeting for a new three-year term through December 31, 2013. This reappointment was not previously brought before the Board for approval and is coming forward at this time to correct the oversight.

**IMPACT**

Mr. Heil has expressed his interest on continuing to serve the Board on the Audit Committee. Staff requests the Board renew his appointment through December 31, 2013. Staff is also working to bring other outside members to the Audit Committee and Board for approval. When new outside members are approved, their terms will be staggered.

The current Audit Committee members are the following:

Emma Atchley, Chair

Rod Lewis

Milford Terrell

Mark Heil

**STAFF COMMENTS AND RECOMMENDATIONS**

Staff recommends renewing the appointment of Mr. Heil as an outside member of the Audit Committee.

**CONSENT**  
**DECEMBER 13, 2012**

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**BOARD ACTION**

I move to renew the appointment of Mark Heil as an outside member of the Audit Committee with a term expiring December 31, 2013.

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

**CONSENT**  
**DECEMBER 13, 2012**

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**BOISE STATE UNIVERSITY**

**SUBJECT**

Board approval of Boise State University memorandum of understanding with Boise State University Foundation, Inc.

**REFERENCE**

April 2009	Board approved original memorandum of understanding
October 2012	Audit Committee reviewed and recommended Board approval of the revised memorandum of understanding

**APPLICABLE STATUTE, RULE, OR POLICY**

Idaho State Board of Education Governing Policies & Procedures, Section V.E.

**BACKGROUND/DISCUSSION**

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 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.

Boise State University (BSU) worked with the Boise State University Foundation to prepare the attached memorandum of understanding (MOU). The Audit Committee has reviewed and recommended approval of the MOU with edits shown in Attachment 1 as submitted.

**IMPACT**

Once approved, the BSU Foundation will have met Board policy requirements in relation to having its operating agreement approved by the Board every three years. There was only on minor revision to the operating agreement as highlighted in section IV.F. which clarifies that "a University employee may be permitted to make recommendations to the Foundation related to, among other things, the Foundation's policy making, strategic direction and fundraising activities."

**ATTACHMENTS**

Attachment 1 – BSU/Bronco Athletic Association MOU

Page 3

**STAFF COMMENTS AND RECOMMENDATIONS**

Staff recommends approval.

**CONSENT**  
**DECEMBER 13, 2012**

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**BOARD ACTION**

I move to approve the memorandum of understanding between the Boise State University Foundation, Inc. and Boise State University as presented.

Motion by \_\_\_\_\_ Seconded by \_\_\_\_\_ Carried Yes \_\_\_No\_\_\_

**Memorandum of Understanding  
Between  
Boise State University Foundation  
and  
Boise State University**

THIS MEMORANDUM OF UNDERSTANDING ("MOU") is entered into as of this \_\_\_ day of \_\_\_\_\_, 2012, by and between Boise State University ("University") and Boise State University Foundation, Inc., an Idaho nonprofit corporation ("Foundation").

**RECITALS**

- A. The Foundation was organized and incorporated in 1964 for the purpose of stimulating voluntary private support from alumni, parents, friends, corporations, foundations, and others for the benefit of the University.
- B. The Foundation exists independent from the University to advance the educational opportunities and environment at the University by raising and managing private resources supporting the mission and priorities of the University, and by providing opportunities for students and a margin of institutional excellence unavailable with state funds.
- C. The Foundation accomplishes its work by funding University priorities, which includes, among other things, funding positions and programs which appeal to long-term, trust-based relationships with prospective donors and friends of the University.
- D. The Foundation is dedicated to assisting the University in the building of the endowment and in addressing, through financial support, the long-term academic and other priorities of the University.
- E. 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.
- F. In connection with its fund-raising and asset-management activities, the Foundation may require expertise in planning for and managing private contributions and works with both the University and outside consultants to assist and advise in such activities.

- G. This MOU is intended to further define the relationship between the University and the Foundation and to set forth policies and procedures that will contribute to the coordination of their collaborative activities.
- H. This MOU has been reviewed and approved by the State Board of Education.

**AGREEMENT**

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:

**I. Acknowledgment of University Governance**

- A. The parties acknowledge that the State Board of Education is responsible for the governance of the University to include overseeing the mission, leadership, and operations; setting priorities and long-term plans; is legally responsible for the performance and oversight; and is responsible for the employment, compensation, and evaluation of all employees, including the President. The University President is the Chief Executive Officer of the University and is authorized to act on behalf of the University by the State Board of Education.
- B. The parties agree that all actions taken pursuant to this MOU shall be in accordance with all University and State Board of Education policies and procedures governing the University. It shall be the duty of the University to obtain and communicate to the Foundation any approval by the State Board of Education that is required by any provision of this MOU or any State Board of Education policy.

**II. Acknowledgment of Foundation Governance**

- A. The parties acknowledge that the Foundation is a separately incorporated 501(c)(3) nonprofit organization created to raise, manage, distribute, and steward private resources to support the various missions of the University.
- B. The parties acknowledge that the Foundation's board of directors is responsible for the operations, control and management of the Foundation including assets of the Foundation and the prudent management of gifts consistent with donor intent.
- C. The parties acknowledge that the Foundation is responsible for the performance and oversight of all aspects of its operations based on a comprehensive set of bylaws that clearly address the board's fiduciary



responsibilities, including expectations of individual board members based upon ethical guidelines and policies.

- D. The parties agree that all actions taken pursuant to this MOU shall be in accordance with the Foundation's articles and bylaws. In carrying out its purposes, the Foundation shall not engage in activities that conflict with 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), applicable policies of the State Board of Education, or the role and mission of the University.
- E. All Foundation organizational documents, including but not limited to the articles of incorporation and bylaws, shall be provided to the University. To the extent practicable, the Foundation shall provide the University with copies of any proposed amendments or changes to such documents.

**III. The Foundation's General Relationship to the University**

- A. The Foundation shall continue to develop its own strategic plan in collaboration with University leadership. This plan will serve to shape the focus of the Foundation board and inform the University and staff working for or on behalf of the Foundation of Foundation objectives.
- B. The Foundation shall work with University personnel to identify, cultivate, solicit and steward donor support of University priorities.
- C. The Foundation may provide resources and distribute gifts to the University in support of its programs and mission.
- D. The Foundation shall maintain its own directors and officers liability insurance.
- E. No Foundation employee shall receive direct payments, compensation, or other benefits from the University, provided, however, that Foundation employees may be subject to a form of employee loaning arrangement with the University as set forth in Section IX below.
- F. For informational purposes, the Foundation shall provide the University President with an annual report regarding the Foundation's programs, as well as the Foundation's audited financial statement and other such other reasonable information as requested.
  - 1. Not less than annually, the Foundation shall provide a written report to the University President setting forth the following items:
    - a) the annual financial audit report;

- b) an annual report of Foundation transfers made to the University, summarized by 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 to whom the Foundation made direct payments 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, real estate investment, or real estate 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; provided, however, that the Foundation may withhold such information in its discretion to protect the attorney-client privilege concerning any such matters.

Notwithstanding the obligation to provide the information above, the Foundation shall not be obligated by this Agreement to disclose any confidential or proprietary information concerning any of its donors, including, without limitation, the identification of its donors or any information that is the subject of any confidentiality agreement with any donor, nor shall the Foundation be obligated to disclose any information that is protected or protectable by the attorney-client privilege.

- G. 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 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 University.

- H. 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 required by applicable law or policy, the State Board of Education.

#### IV. The University's General Relationship to the Foundation

- A. The University President shall be responsible for communicating University priorities and long-term plans to the Foundation.
- B. The University recognizes that the Foundation is a private, nonprofit corporation with the authority to keep all records and data confidential consistent with the law.
- C. The University shall include the Foundation as an active and prominent participant in the strategic planning for the University.
- D. The University President shall work closely with the Foundation board and shall assume a prominent role in fund-raising activities. The President shall also attend Foundation board meetings by invitation, but shall not serve as a Foundation board member and shall not vote at such meetings.
- E. The University shall establish and enforce policies that support the Foundation's ability to respect the privacy and preserve the confidentiality of donor records.
- F. The Foundation board of directors shall have sole responsibility and authority for Foundation policy-making, financial oversight, spending authority, investment decisions, or supervision of Foundation employees.
  - 1. 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, including Loaned Employees-; provided, however, a University employee may be permitted to make recommendations to the Foundation

related to, among other things, the Foundation's policy making, strategic direction and fundraising activities.

- G. No University employee shall receive direct payments, compensation, or other benefits from the Foundation, provided that the Foundation may pay for those benefits which are necessary for its normal course of operation, including, but not limited to, travel and continuing professional education.
  - H. The University shall continue to require all of its affiliated foundations and nonprofit organizations to direct revenue, including gift and membership dues, to the Foundation for management. Each separate affiliated nonprofit organization or foundation has as its corporate or organizational purpose the enhancement and improvement of the University or its parts. As such, the parties acknowledge that it is proper and prudent for the Foundation to manage the funds of those affiliated foundations or nonprofit organizations.
  - I. The University and the Foundation acknowledge that the Foundation, as an independent entity, carries out functions for the benefit of the University. As such, the University shall share certain information with regard to donors, alumni and other such information needed by the Foundation to carry out its beneficial functions for the University. All such information shall be held by the Foundation as confidential and shall only be used in a manner that benefits the University.
  - J. The University will, on a regular basis and no less than once a year, transfer duplicate graduate (alumni) records to include all demographic and relationship data that might assist the Foundation in carrying out its mission. The University shall retain for its own purposes, student and graduate data to fulfill its service mission. Such transfer shall be accomplished via separate agreement between the parties.
- V. Foundation Name, Seal and Logotype
- Consistent with its mission to help to advance the plans and objectives of the University, the University grants the Foundation the limited, non-exclusive use of the name, Boise State University, for use in advancement purposes; however, the Foundation shall operate under its own seal and logotype and shall not use the University seal, logo or other identifying marks in the promotion of its own organizational business and activities.
- VI. Foundation Responsibilities
- A. Fund-Raising

1. The Foundation shall endeavor to create a relationship of trust, understanding and confidence conducive to increasing levels of private support for the mission and priorities of the University and shall accept gifts on behalf of the University.
2. The Foundation, in consultation with the University President, shall plan and execute comprehensive fund-raising and donor acquisition programs in support of the University's mission. These activities and any related services shall be provided by the Foundation as an independent organization.
3. The Foundation shall establish, adhere to, and periodically assess its gift and grant management and acceptance policies. It shall promptly acknowledge and issue receipts for all gifts and grants on behalf of the Foundation and the University and provide appropriate recognition and stewardship of such gifts and grants. No gifts, grants or transfers of real or personal property will be accepted by the Foundation which do not comply with state law, State Board of education policy, and University policy.
4. The Foundation shall not accept gifts or grants containing a condition committing the University contractually without prior written approval of the University President or Vice President for Finance and Administration.
5. The University shall coordinate fund-raising initiatives through the Foundation.
6. The University leadership shall work in conjunction with the Foundation board to identify, cultivate, and solicit prospects for private gifts.
7. 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 Foundation 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.
8. The Foundation's board of directors shall foster an atmosphere of openness in its operations, consistent with the prudent conduct of

its business. The parties understand that the Foundation is not a public agency or a governing body as defined in the Idaho Code and the Idaho Open Meeting Law and Access to public records statutes. Nothing in this MOU shall be construed as a waiver of the Foundation's right to assert exemption from these statutes.

9. The Foundation shall maintain and enforce a conflict of interest policy.

**B. Asset Management**

1. The Foundation shall establish asset-allocation, disbursement, and spending policies in accordance with applicable federal and state laws including the Uniform Prudent Investor Act (UPIA) and the Uniform Prudent Management of Institutional Funds Act (UPMIFA).
2. The Foundation shall receive, hold, manage, invest, and disperse contributions of cash, securities, patents, copyrights, and other forms of property, including immediately vesting gifts and deferred gifts that are contributed in the form of planned and deferred-gift instruments.
3. The Foundation shall engage an independent accounting firm annually to conduct an audit of the Foundation's financial and operational records.
4. As part of the Foundation's fund management, all other University affiliated organizations shall utilize an accounting and database management system that is compatible with the Foundation. The Foundation shall have access to such information for purposes of fund and data management and the continued enhancement of the University.

**C. Foundation Flexibility**

1. The Foundation shall not acquire or develop real estate or otherwise build facilities for the University's use without the University first obtaining approval of the State Board of Education. In the event of a proposed purchase of real estate for such purposes by the Foundation, the University shall notify the State Board of Education 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 of Education required pursuant to

this paragraph may be made through the State Board's chief executive officer in executive session pursuant to Idaho law.

2. The Foundation shall conduct reasonable due diligence on all gifts of real property that it receives, and the Foundation may rely on various reports, studies, and inquiries conducted by the University in connection with the Foundation's due diligence. All gifts of real property intended to be held and used by the University shall be approved by the State Board of Education 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
3. The Foundation may serve as an instrument for entrepreneurial activities for the University and engage in such activities to further University purposes. Provided, however, that the University must receive the required approval of the State Board of Education in advance of any such action or commitment.
4. The Foundation may hold licensing agreements and other forms of intellectual property, borrow or guarantee debt issued by their parties, or engage in other activities to increase Foundation revenue. The terms of any agreements related to these purposes shall clearly delineate the Foundation's independence from the University. Provided, however, that the University must receive approval of the State Board of Education in advance of any action or commitment by the University that requires such Board approval.
5. When distributing gift funds to the University, the Foundation will disclose any terms, conditions, or limitations imposed by donors or by law on the gift. The University will abide by such restrictions and provide appropriate documentation of such compliance to the Foundation.

**D. Transfer of Funds**

1. The Foundation is the primary depository of private gifts and will transfer funds to the designated entity within the University in compliance with applicable laws, University policies, and gift agreements.
2. Foundation funds shall be kept separate from University funds.

3. No University funds, assets, or liabilities may be transferred directly or indirectly to the Foundation without the prior approval of the State Board of Education except when:
  - a) A donor inadvertently directs a contribution to the University that is intended for the Foundation; or
  - b) The University has gift funds that were transferred from and originated in the Foundation and the University wishes to return a portion of funds to the Foundation for reinvestment consistent with the original intent of the gift; or
  - c) The University has raised dedicated scholarship funds through an University activity and the University wishes to deposit the funds with the Foundation for investment and distribution consistent with the scholarship nature of the funds; or
  - d) Transfers of a *de minimis* amount not to exceed \$10,000 from the University to the Foundation provided such funds are for investment by the Foundation for scholarship or other general University support purposes. This exception shall not be interpreted to allow the transfer of any appropriated funds nor apply to payments by the University to the Foundation for approved obligations of the University to the Foundation, operating expenses of the Foundation or other costs of the Foundation.
4. The Foundation's disbursements on behalf of the University shall be reasonable business expenses that support the University, are consistent with donor intent, and do not conflict with the law.
5. The Foundation retains the right to disburse funds to other not-for-profit 501(c) (3) organizations under agreements it might have with donors.

**VII. Foundation Funding and Administration**

- A. The Foundation shall be responsible for establishing a financial plan to underwrite the cost of Foundation programs, operations, and services.
- B. The Foundation shall have the right to use a reasonable percentage of the annual unrestricted funds, assess fees for services, or impose gift taxes, to support its operations.



- C. The University may provide to the Foundation office space, equipment, computer and telephone systems, utilities, and office supplies that may be necessary or required to fulfill its responsibilities and obligations pursuant to the terms of a written agreement described in Section IX below.
- D. The Foundation shall maintain an annual operating budget and will provide a copy of the budget to the University President for informational purposes. Oversight of Foundation expenditures rests with the Foundation Audit Committee under review no less than once a quarter.
- E. 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. The University need not conduct an actual audit to be afforded such access and shall be given such access at any time.
  - 1. The University's access shall not include any confidential or proprietary information concerning any of its donors, including, without limitation, the identification of its donors or any information that is the subject of any confidentiality agreement with any donor, nor shall the University's access include any information that is protected or protectable by the attorney-client privilege.
- F. The Foundation shall maintain a provision in its corporate documents for dissolution consistent with the State Board of Education Policy and applicable law.

**VIII. University Responsibilities**

- A. The University will work with the Foundation to ensure that the University and its affiliated organizations comply with all of the terms of MOU.
- B. The University will develop and report fund-raising goals to the Foundation regarding the development activities of University employees.
- C. The University may provide administrative and other support for development activities of the Foundation so long as such services are provided in accordance with Section IX below.
- D. University leadership will participate as spokespersons for the University and in donor solicitation as appropriate in support of the Foundation. The University shall educate its spokespersons regarding the independence of

the Foundation from the University and instruct its spokespersons to communicate the Foundation's independence from the University.

**IX. Services, Facilities, and Resources Provided by the Foundation and the University to One Another**

A. The Foundation and University agree that in consideration for services, office space, equipment, computer and telephone systems, utilities, and offices supplies provided to one another, each party shall provide the other with fair and reasonable consideration to be negotiated annually by June 1 of the preceding fiscal year pursuant to a written agreement that specifies the nature of such services, facilities, and resources and the compensation that will be paid for such services by each of the parties. The rate assessed for the use of either party's services, facilities, and resources shall be at fair market value.

1. It is the intent of the parties that the University provide as little such support as reasonably necessary to support the Foundation's operation pursuant to this Section IX. A. The parties agree that the long-term goal is that the Foundation become self sufficient.

B. The Foundation and the University shall enter into a written agreement establishing that certain identified employees of the University are 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 such employees, 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 result in a termination of the Loaned Employees' employment with the University, or non-renewal of the Loaned Employee's contract with the University, if any.
3. Loaned Employees shall be subject to the supervision, direction and control of the Foundation board of directors and shall report directly to the Foundation chair or her/his designee.
4. The Loaned Employees shall be entitled to the fringe benefits of employment offered by the University. The Foundation shall be

responsible for the cost of all compensation and benefit costs of the Loaned Employees working for the Foundation.

- C. The Foundation agrees to provide a safe and proper working environment for the Loaned Employees. Since the Foundation has the right to control the employees, the Foundation (in addition to other indemnifications herein granted) hereby agrees to defend and indemnify the University from and against all claims that arise within the course and scope of the employment of such Loaned Employees and to act as the employer for all purposes under *respondeat superior*. The Foundation shall ensure that its employees do not represent themselves as agents or employees of the University. All employees covered by the Loaned Employee Agreement shall, for all practical purposes, be Foundation employees and shall not be considered employees of the University.

X. Meetings and Continued Communications Regarding MOU

To ensure effective achievement of the items of this MOU, the University and Foundation officers and board representatives shall hold periodic meetings to foster and maintain productive relationships and to ensure open and continuing communications and alignment of priorities.

XI. Miscellaneous

- A. 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 MOU. 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 MOU 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.

B. Term and Termination.

1. The term of this MOU shall terminate upon the mutual written agreement of both parties.
2. As a prerequisite to any other termination of this MOU by either party, the parties agree to first follow and complete the mandatory process, in sequence, set forth in Section XI. C. (Dispute Resolution). If and only if all the mandatory steps in section XI. C.

are followed in sequence, then, either party may, upon 90 days prior written notice to the other, terminate this MOU, and either party may terminate this MOU 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 part specifying the nature of the default. Should the University choose to terminate this MOU 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 MOU 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 the University holds on behalf of the Foundation in like manner. The parties agree that in the event this MOU shall terminate, they shall cooperate with one another in good faith to negotiate a new agreement within six (6) months. If a new agreement is not reached in such time and Section XI. C. (Dispute Resolution) has been followed, the parties shall refer the matter to the State Board of Education for assistance in reaching a resolution.

3. Termination of this MOU shall not constitute or cause dissolution of the Foundation.
- C. 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, then the dispute will be referred to the Chair of the Foundation and the University President. If the Foundation Chair 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.
- D. Litigation. As a prerequisite to any litigation filed between the Foundation and the University on any matter whatsoever, the parties agree to first follow the process set forth in Section XI. C. (Dispute Resolution), unless the dispute concerns a written agreement between the parties that provides for an alternative means of dispute resolution, in which case the terms of such alternate means of dispute resolution contained in the separate agreement shall apply. If and only if all the mandatory steps in

section XI. C. are followed in sequence and a dispute remains unresolved, then, in such case, either party shall have the right to initiate litigation on issues 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.

- E. Dissolution of Foundation. Consistent with provisions appearing in the Foundation's bylaws and its articles of incorporation, should the Foundation cease to exist or cease to be an Internal Revenue Code §501(c) (3) organization, the Foundation shall transfer its assets and property to the State Board of Education to be held for the use of the University, to the University, to a reincorporated successor Foundation in accordance with the law and donor intent.
- F. Headings. Headings are for reference only and do not affect the interpretation of this MOU.
- G. Governing Law. This MOU shall be governed by the laws of the state of Idaho.
- H. Legal Representation. The parties acknowledge that they have retained separate legal counsel to draft and review this MOU on behalf of each party.
- I. No Third Party Beneficiaries. This MOU shall not be construed to create any rights, remedies, or benefits upon any third party.
- J. Separate Entities. 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. 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.
- K. Non-Assignability. This Agreement is not assignable by either party, in whole or in part.
- L. Severability. If any provision, term, or part of this MOU, except for the provisions of this MOU requiring prior appropriation, is held to be invalid, illegal, unenforceable, or in conflict with any law of the State of Idaho, the validity, legality, and enforceability of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the MOU did not contain the particular part, term or provision held to be invalid.

Signature page follows.

IN WITNESS WHEREOF, the parties have caused this MOU to be executed by their duly authorized officers as of the date first above written.

**UNIVERSITY:**

**FOUNDATION:**

\_\_\_\_\_  
President,  
Boise State University

\_\_\_\_\_  
Chair,  
Boise State University Foundation, Inc.

Date: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
Secretary,  
Boise State University Foundation

Date: \_\_\_\_\_

**CONSENT**  
**DECEMBER 13, 2012**

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**UNIVERSITY OF IDAHO**

**SUBJECT**

Renewal of existing lease to the US Geological Survey at the UI Research Park in Post Falls

**REFERENCE**

December 2002

Board approved original lease

**APPLICABLE STATUTE, RULE, OR POLICY**

Idaho State Board of Education Governing Policies & Procedures, Section V.I.5.b.(1)

**BACKGROUND/DISCUSSION**

In 2002, the University of Idaho (UI) leased 3,786 square feet of office and laboratory space (and some additional exterior storage area) at the Jacklin Science and Technology Building to the US Geological Survey. The lease has accommodated USGS water resource science and research programs at this UI facility. That original lease and a short extension will expire December 31, 2012. The USGS has asked to enter into a new lease for an additional ten years with an option for early termination after five years. The USGS has agreed to an annual lease amount in the first year of \$72,388 with annual escalations. The operational terms of the lease will remain essentially the same as the original lease.

**IMPACT**

No tenant improvements are required from this renewal, and lease revenue will be used to cover remaining building financing costs and ongoing operational costs for the UI Research Park.

**ATTACHMENTS**

Attachment 1 – Federal Lease Renewal Documents

Page 3

**STAFF COMMENTS AND RECOMMENDATIONS**

This is a request from the UI for approval to extend a real property lease to the U.S. Geological Survey for ten years. Staff recommends approval.

**CONSENT**  
**DECEMBER 13, 2012**

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**BOARD ACTION**

I move to approve the request by the University of Idaho for authority to enter into a lease with the US Geological Survey in substantial conformance to the form submitted to the Board in Attachment 1, and to authorize the University's Vice President for Finance and Administration to execute the lease and any related transactional documents.

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



**U.S. GOVERNMENT LEASE FOR REAL PROPERTY  
(Short Form)**

 1. LEASE NUMBER  
MP-509

**PART I - SOLICITATION/DESCRIPTION OF REQUIREMENTS (To be completed by Government)**
**A. REQUIREMENTS**

2. The Government of the United States of America is seeking to lease approximately 1,800 rentable square feet of office and related space, 2,000 rentable square feet of warehouse space and 4,000 square feet of outside (fenced) wareyard space located in Post Falls, ID for occupancy not later than October 1, 2012 for a term of 10 years, five-years, firm. Rentable office space must yield 1,800 rentable square feet of ANSI/BOMA Office Area (ABOA) for use by United States Geological Survey (USGS) for personnel, furnishing, and equipment.

3. INITIAL OFFERS ARE DUE ON OR BEFORE CLOSE OF BUSINESS June 21, 2012.

**B. STANDARD CONDITIONS AND REQUIREMENTS**

4. The following standard conditions and requirements shall apply to any premises offered for lease to the UNITED STATES OF AMERICA (the GOVERNMENT):

- a. Space offered must be in a quality building of sound and substantial construction meeting the Government's requirements for the intended use.
- b. The Lessor shall provide floor plans for the offered space and a valid Certificate of Occupancy for the intended use of the Government and shall meet, maintain, and operate the building in conformance with all applicable current (as of the date of this solicitation) codes and ordinances. If space is offered in a building to be constructed for lease to the Government, the building must be in compliance with the most recent edition of the building code, fire code, and ordinances adopted by the jurisdiction in which the building is located.
- c. Offered space shall meet or be upgraded to meet the applicable egress requirements in National Fire Protection Association (NFPA) 101, Life Safety Code or an alternative approach or method for achieving a level of safety deemed equivalent and acceptable by the Government. Offered space located below-grade, including parking garage areas, and all areas referred to as "hazardous areas" (defined in NFPA 101) within the entire building (including non-Government areas), shall be protected by an automatic sprinkler system or an equivalent level of safety. Additional automatic fire sprinkler requirements will apply when offered space is located on or above the 6th floor. Unrestricted access to a minimum of two remote exits shall be provided on each floor of Government occupancy. Scissor stairs shall be counted as only one approved exit. Open-air exterior fire escapes will not be counted as an approved exit. Additional fire alarm system requirements will apply when offered space is located 2 or more stories in height above the lowest level of exit discharge.
- d. The Building and the leased space shall be accessible to persons with disabilities in accordance with appendices C and D of 36 CFR Part 1191 (ABA Chapters 1 and 2 and Chapters 3 through 10 of the ADA-ABA Accessibility Guidelines).
- e. The leased space shall be free of all asbestos containing materials, except undamaged asbestos flooring in the space or undamaged boiler or pipe insulation outside the space, in which case an asbestos management program conforming to Environmental Protection Agency guidance shall be implemented. The space shall be free of other hazardous materials and in compliance with applicable Federal, State, and local environmental laws and regulations.
- f. Services, utilities, and maintenance will be provided daily, extending from 6:00 a.m. to 5:00 p.m. except Saturday, Sunday, and Federal holidays. The Government shall have access to the leased space at all times, including the use of electrical services, toilets, lights, elevators, and Government office machines without additional payment.
- g. The Offeror must have an active registration in the Central Contractor Registration (CCR) System (via the Internet at <http://www.ccr.gov>) prior to lease award and throughout the life of the lease. To remain active, the Lessor must update or renew its registration annually. The Government will not process rent payments to Lessors without an active CCR Registration. The Government will recognize no change of ownership of the leased premises until the new owner registers in the CCR system.

**5. SERVICES AND UTILITIES (To be provided by Lessor as part of rent)**

- |  |  |   |   |   |
|--|--|---|---|---|
| <input checked="" type="checkbox"/> HEAT               | <input checked="" type="checkbox"/> TRASH REMOVAL: M,W,F             | <input type="checkbox"/> ELEVATOR SERVICE           | <input checked="" type="checkbox"/> INITIAL & REPLACEMENT LAMPS, TUBES & BALLASTS | <input checked="" type="checkbox"/> UTILITIES - GAS         |
| <input checked="" type="checkbox"/> ELECTRICITY        | <input checked="" type="checkbox"/> CHILLED DRINKING WATER           | <input checked="" type="checkbox"/> WINDOW WASHING  | <input checked="" type="checkbox"/> PAINTING FREQUENCY                            | <input checked="" type="checkbox"/> UTILITIES - ELECTRICITY |
| <input type="checkbox"/> POWER (Special Equip.) n/a    | <input checked="" type="checkbox"/> AIR CONDITIONING                 | Frequency: Twice annually                           | Space: Every five years   | <input checked="" type="checkbox"/> UTILITIES - WATER/SEWER |
| <input checked="" type="checkbox"/> WATER (Hot & Cold) | <input checked="" type="checkbox"/> TOILET SUPPLIES                  | <input checked="" type="checkbox"/> CARPET CLEANING |   | <input type="checkbox"/> OTHER (SPECIFY BELOW)              |
| <input checked="" type="checkbox"/> SNOW REMOVAL       | <input checked="" type="checkbox"/> JANITORIAL SERV & SUPP:<br>M,W,F | Frequency: Twice annually                           |   |   |

**6. OTHER REQUIREMENTS**

- a) USGS Space Requirements - Enclosed
- b) Janitorial Requirements - Enclosed

7. NOTE: All offers are subject to the terms and conditions outlined above, and elsewhere in this solicitation, including the Government's General Clauses and Representations and Certifications.

**8. BASIS OF AWARD**

- ☒ THE ACCEPTABLE OFFER WITH THE LOWEST PRICE PER SQUARE FOOT, ACCORDING TO THE ANSI/BOMA Z65.1-1996 DEFINITION FOR BOMA USABLE OFFICE AREA, WHICH MEANS "THE AREA WHERE A TENANT NORMALLY HOUSES PERSONNEL AND/OR FURNITURE, FOR WHICH A MEASUREMENT IS TO BE COMPUTED."
- ☐ OFFER MOST ADVANTAGEOUS TO THE GOVERNMENT, WITH THE FOLLOWING EVALUATION FACTORS BEING
- ☐ SIGNIFICANTLY MORE IMPORTANT THAN PRICE
  - ☐ APPROXIMATELY EQUAL TO PRICE
  - ☐ SIGNIFICANTLY LESS IMPORTANT THAN PRICE
  - ☐ (Listed in descending order, unless stated otherwise):

**PART II - OFFER (To be completed by Offeror/Owner and remains open until lease award)****A. LOCATION AND DESCRIPTION OF PREMISES OFFERED FOR LEASE BY GOVERNMENT**

1. NAME AND ADDRESS OF BUILDING (Include ZIP Code) Jacklin Science & Technology Building University of Idaho Research Park 721 Lochsa Street, Suite 7 Post Falls, ID 83854	2. LOCATION(S) IN BUILDING	
	a. FLOOR(S) One	b. ROOM NUMBER(S) Suite 7, Room 201
	c. SQ. FT. RENTABLE 3,786 ABOA 3,786	d. TYPE <input checked="" type="checkbox"/> GENERAL OFFICE 1,766 Office <input checked="" type="checkbox"/> OTHER (Wareyard) Vehicle Storage Corral (4,000sf) <input checked="" type="checkbox"/> INDUSTRIAL/WAREHOUSE 2,000 sf

**B. TERM**

3. To have and to hold, for the term commencing on October 1, 2012 and continuing through September 30, 2022 inclusive. USGS may terminate this lease in whole or in part at any time on or after September 30, 2017, by giving at least 120 days-notice in writing to the Lessor. No rental shall accrue after the effective date of termination. Said notice shall be computed commencing with the day after the date of mailing.

**C. RENTAL**

4. Rent shall be payable in arrears and will be due on the first workday of each month. When the date for commencement of the lease falls after the 15th day of the month, the initial rental payment shall be due on the first workday of the second month following the commencement date. Rent for a period of less than a month shall be prorated.

5. AMOUNT OF ANNUAL RENT \$72,338.32	7. HVAC OVERTIME RATE PER HOUR NA	8. ELECTRONIC FUNDS TRANSFER PAYMENT SHALL BE MADE TO: (Name and address) Wells Fargo Northwest NA Account: University of Idaho, Moscow Eastside Office Account No: 0280802612 1313 S. Blaine St Routing No: 121000248 Moscow ID 83843 BIC/SWIFT No: WFBIUS6S  ATTN: Ashleigh Bright, <a href="mailto:abright@uidaho.edu">abright@uidaho.edu</a> , (208) 885-7447, -9209 FAX - include department or name of person sending invoice to ensure payment notification
6. RATE PER MONTH \$6,032.36		

9a. NAME AND ADDRESS OF OWNER (Include ZIP code. If requested by the Government and the owner is a partnership or joint venture, list all General Partners, using a separate sheet, if necessary.)

Charles Buck  
Jacklin Science and Technology Center  
University of Idaho Research Park  
721 Lochsa Street  
Post Falls, ID 83854

9b. TELEPHONE NUMBER OF OWNER 208.777.4700	10. TYPE OF INTEREST IN PROPERTY OF PERSON SIGNING <input type="checkbox"/> OWNER <input checked="" type="checkbox"/> AUTHORIZED AGENT <input type="checkbox"/> OTHER (Specify)		
11a. NAME OF OWNER OR AUTHORIZED AGENT (Type or Print) Ron Smith		11b. TITLE OF PERSON SIGNING Vice President for Finance and Administration	
11c. SIGNATURE OF OWNER OR AUTHORIZED AGENT			11d. DATE

**PART III - AWARD (To be completed by Government)**

1. Your offer is hereby accepted. This award consummates the lease which consists of the following attached documents:

- (a) GSA Form 3626,
- (b) Representations and Certifications
- (c) Government's General Clauses
- (d) TEN YEAR PAYMENT CHART ATTACHED AS PAGE 3.

2. THIS DOCUMENT IS NOT BINDING ON THE GOVERNMENT OF THE UNITED STATES OF AMERICA UNLESS SIGNED BELOW BY AUTHORIZED CONTRACTING OFFICER.

3a. NAME OF CONTRACTING OFFICER (Type or Print)	3b. SIGNATURE OF CONTRACTING OFFICER	3c. DATE
---	--------------------------------------	----------

## Addendum to Form 3626, Page 1, Paragraph 6. Other Requirements:

## b) Janitorial Requirements:

**4.9 JANITORIAL SERVICES (SEP 2000)**

A. The Lessor shall provide janitorial services for the leased space, public areas, entrances, and all other common areas and shall provide replacement of supplies.

**B. SELECTION OF CLEANING PRODUCTS:**

The Lessor shall make careful selection of janitorial cleaning products and equipment to:

1. use products that are packaged ecologically;
2. use products and equipment considered environmentally beneficial and/or recycled products that are phosphate-free, non-corrosive, non-flammable, and fully biodegradable; and
3. minimize the use of harsh chemicals and the release of irritating fumes.
4. Examples of acceptable products may be found at [www.gsa.gov/p2products](http://www.gsa.gov/p2products).

**C. SELECTION OF PAPER PRODUCTS:**

The Lessor shall select paper and paper products (i.e., bathroom tissue and paper towels) with recycled content conforming to EPA's CPG.

Janitorial Service: Monday, Wednesday and Friday:

- Empty Trash
- Vacuum Carpeted Areas
- Sanitize Restrooms, Replace Paper Supplies and Soap – All Supplies Included

Two Times per year:

- Clean Carpet
- Clean Windows
- Clean Blinds

Initials: \_\_\_\_\_ & \_\_\_\_\_  
Lessor Government

## SPACE REQUIREMENTS

Idaho Water Science Center, Post Falls, Idaho Field Office

*Revised January 18, 2012*

***Contiguous office, water field preparation area, shop, warehouse and secured outside storage is requested.***

Normal working hours: 5:30 a.m. to 5:30 p.m.; however, 24-hour access to the facility is required.

**Area for consideration:** Space must be located in an office, research, technology, light industrial or business park with an attractively landscaped site with surrounding development well-maintained and in consonance with a professional image. The delineated area is in Post Falls, Idaho between the listed locations. S Pleasant View Road would be the East boundary. West boundary will be Clearwater loop. Clearwater loop also acts as Southern boundary. The North boundary is W Selway AV. This location meets the needs of Idaho Water Science Center geographically and also lets us utilize the University of Idaho Research facilities for furthering our scientific goals.

The USGS field office in Post Falls, Idaho – Conducts water data collections throughout northern Idaho.

See Appendix I for more a detailed description of the delineated area.

**Space Requirements:** A total of 3,786 rentable square feet of office and office support space together with approximately 1,300 usable square feet of enclosed warehouse space and 4,000 usable square feet of secured, uncovered outside storage space. All office space and office support space must be on the same floor and contiguous. All of the warehouse space, fenced parking space, and outside storage space must be on one level. A minimum of 12 public parking spaces must be available for employee and visitor parking within 300 ft of the buildings.

The space shall consist of the following:

Office and Office Support -	1,740 usable square feet
Library	360 usable square feet
Sample Prep Room -	385 usable square feet
<b>SUB-TOTAL</b>	<b>2,485 usable square feet</b>
 Shop (Lt Industrial)/Warehouse	 1,300 usable square feet

Secured Outside Storage -	4,000 usable square feet
<b>SUB-TOTAL</b>	<b>5,300 usable square feet</b>

<b>GRAND TOTAL</b>	<b>7,785 usable square feet</b>
--------------------	---------------------------------

Each office or workstation shall contain at least 1 “computer” (IG) outlet (isolated-ground) duplex receptacle. Said receptacles shall not exceed 4 in number per 20-amp circuit, and shall be installed in accordance with the most recent, edition of Federal Information Processing Standards pub. 94.

Install at least two (2) standard 110/120V receptacles in private or semi-private office, each on separate walls.

### **DEFINITION**

Standard work area telecommunications cabling shall consist of two Category 5e (or better) voice and two Category 5e (or better) data cables. Both telecommunications cables shall be installed in accordance with TIA/EIA-568-B standards, connecting from a telecommunications closet Category 5e (or better) patch panel to two (2) dual outlet (or quad outlet with 2 blanks) on separate walls, in the user work areas. Mail/Copy area will have additional connectivity requirements.

**Office Space**, totaling **950** net usable square feet (NUSF), comprise of the following:

- |     |                                    |                     |                           |
|-----|------------------------------------|---------------------|---------------------------|
| i.  | Private office (7)                 | 120 ft <sup>2</sup> | <b>840 ft<sup>2</sup></b> |
| ii. | Private or Semi-Private office (1) | 110 ft <sup>2</sup> | <b>110 ft<sup>2</sup></b> |

**Office Support Space**, totaling **760** NUSF comprise of the following:

- i. *Reception area*, approximately 200 NUSF, must be located at the main entrance area, open office space for receptionist, waiting accommodations, and area to display USGS literature and information. Install four (4) duplex 110/120V isolated grounded receptacles.
- ii. *Mail/Copy area*, approximately 360 NUSF, to be located contiguous to reception area, to contain copy machine, fax, printer, postal meters/scales, and mail boxes. Install dedicated 110/120V isolated ground receptacle for the copy machine. Install eight (8) 110/120V isolated ground receptacles. In addition to the standard voice and data outlet requirements, four (4) additional data connections are required for a total of six (6) data connections in the

Mail/Copy area.

- iii. *Central Files Area*, approximately 200 NUSF, to be located next to Reception area. Area to contain file cabinets.

**Library, 360 NUSF** comprised of the following: 3 full size map cased, 9 filing cabinets, and 2 book shelves. Install two (2) 110/120V isolated ground receptacles. In addition to the standard voice and data outlet requirements, two (2) additional data connections are required for a total of two (2) data connections in the library area

**Sample Prep Room, 385 NUSF** comprised of the following: A deionized-water unit, refrigerator, and a freezer are operated inside the room. If these devices are put INSIDE the room, plan for additional 190-200 NUSF. A fume extractor (Provided by Government) must be installed and vented through the roof. Plumbing will need to accommodate at least one sink and a deionized-water system (for which a floor drain is very desirable) USGS provided. A door(s) needs to be located so that lab is isolated from shop activities and the outside is minimized.

**Shop (Lt. Industrial)/Warehouse totaling 1300 NUSF** comprised of the following:

Storage shelving, work benches, grinders, drill press, welder and cutting torch (Provided by Government). 115V 20amp outlets every 4 ft with (2) 220 Volts 30amp outlets 41 inches above floor on 2 opposite walls for standard shop use. This area needs open space for working on projects. Flammables cabinet (Provided by Government). There needs to be an automatic roll-up door to access equipment. Roll-up door requirement is 10 feet wide by 12 feet high. Outside loading zone is required just outside of roll up door for vehicle parking when loading and unloading equipment.

**Secured Outside Storage (fenced) totaling 4,000 NUSF:**

This space needs to be positioned in a way for mobility of parking trailers, boats and campers while having storage space for material like metal, iron, steel and outside storage containers for fuels and oils. This space needs 24/7 access. Must be in close proximity to office/shop space. Install two (2) 110/120V isolated ground receptacles.

**MISCELLANEOUS:*****Telephones and cabling***, special office requirements:

- a. Minimum of three (8) leased telephone lines and one (1) digital data circuit (minimum T1 capable) shall be installed in the telecommunications closet. Installation of these circuits shall be contracted by the USGS.
- b. New telephone central control unit with a public address feature will be provided by the USGS.
- c. Proper grounding of all computer and telephone plugs, i.e. no floating grounds
- d. Category 5e (or better) data/phone, telecommunications cables shall be installed in accordance with TIA/EIA-568-B standards, from the computer room patch panel to dual (or quad with two blanks) wall receptacles throughout the office space. Data and voice cabling will terminate to an organized patch panel in a centralized telecommunications closet and include available termination points for expansion, if required.
- e. Every computer network and telephone cable must be labeled on each end and certified. Every computer network and telephone wall receptacle plate must be labeled.
- f. Phone installation utilizing USGS supplied handsets and control unit shall be contracted by the USGS.

***Electrical Power***, special office requirements

- a. Adequate number of electrical circuits to power a PC and printer at each computer network wall receptacle location. This is approximately one 20-amp circuit for every 2 employees.

***SECURITY REQUIREMENTS***

1. In addition to security fencing or government vehicle parking, adequate lighting (24 hours) must be provided in the visitor, personnel (public), and government vehicle parking areas and entry and exit points.
2. An emergency lighting system must be installed in common areas (hallways and all entrances) in case of building power failure.
3. Emergency power must be provided to all critical systems (alarm systems, fire systems, and egress doors, etc.)
4. The lessor must secure utility areas and provide utility access only to authorized individuals. Access to electrical breaker boxes will be

*restricted to authorized individuals including lessee-appointed personnel.*



**GENERAL CLAUSES  
(Simplified Leases)**

**(Acquisition of Leasehold Interests in Real Property for Leases Up to \$100,000 Net Annual Rent)**

1. The Government reserves the right, at any time after the lease is signed and during the term of the lease, to inspect the leased premises and all other areas of the building to which access is necessary to ensure a safe and healthy work environment for the Government tenants and the Lessor's performance under this lease.
2. If the building is partially or totally destroyed or damaged by fire or other casualty so that the leased space is untenable as determined by the Government, the Government may terminate the lease upon 15 calendar days written notice to the Lessor and no further rental will be due.
3. The Lessor shall maintain the demised premises, including the building, building systems, and all equipment, fixtures, and appurtenances furnished by the Lessor under this lease, in good repair and tenantable condition. Upon request of the Contracting Officer, the Lessor shall provide written documentation that building systems have been maintained, tested, and are operational.
4. In the event the Lessor fails to perform any service, to provide any item, or meet any requirement of this lease, the Government may perform the service, provide the item, or meet the requirement, either directly or through a contract. The Government may deduct any costs incurred for the service or item, including administrative costs, from rental payments.
5. 52.252-2 CLAUSES INCORPORATED BY REFERENCE (VARIATION) (DEC 2003)  
This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available, or the full text may be found as GSA Form 3517C at <http://www.gsa.gov/leasingform>.
6. The following clauses are incorporated by reference:
 

GSAR 552-203-5	COVENANT AGAINST CONTINGENT FEES (FEB 1990) (Applicable to leases over \$100,000.)
GSAR 552-203-70	PRICE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (SEP 1999) (Applicable to leases over \$100,000.)
FAR 52.204-7	CENTRAL CONTRACTOR REGISTRATION (OCT 2003) (VARIATION)
FAR 52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (JAN 2005) (Applicable to leases over \$25,000.)
FAR 52.219-9	SMALL BUSINESS SUBCONTRACTING PLAN (JUL 2005) (Applicable to leases over \$500,000.)
FAR 52.219-16	LIQUIDATED DAMAGES—SUBCONTRACTING PLAN (JAN 1999) (Applicable to leases over \$500,000.)
GSAR 552.219-72	PREPARATION, SUBMISSION, AND NEGOTIATION OF SUBCONTRACTING PLANS (JUN 2005) (Applicable to leases over \$500,000 if solicitation requires submission of the subcontracting plan with initial offers.)
GSAR 552.219-73	GOALS FOR SUBCONTRACTING PLAN (JUN 2005) (Applicable to leases over \$500,000 if solicitation does not require submission of the subcontracting plan with initial offers.)

INITIALS: \_\_\_\_\_ & \_\_\_\_\_  
LESSOR GOVERNMENT

**CONSENT - BAHR - SECTION II**

FAR 52.222-26	EQUAL OPPORTUNITY (APR 2002) (Applicable to leases over \$10,000.)
FAR 52.222-21	PROHIBITION OF SEGREGATED FACILITIES (FEB 1999) (Applicable to leases over \$10,000.)
FAR 52.222-35	EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS (DEC 2001) (Applicable to leases over \$25,000.)
FAR 52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES (JUN 1998) (Applicable to leases over \$10,000.)
FAR 52.222-37	EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS (DEC 2001) (Applicable to leases over \$25,000.)
FAR 52.232-23	ASSIGNMENT OF CLAIMS (SEP 1999) (Applicable to leases over \$2,500.)
GSAR 552.232-75	PROMPT PAYMENT (SEP 1999)
GSAR 552.232-76	ELECTRONIC FUNDS TRANSFER PAYMENT (MAR 2000) (VARIATION)
FAR 52.233-1	DISPUTES (JUL 2002)
FAR 52.215-10	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA (OCT 1997) (Applicable when cost or pricing data are required for work or services over \$500,000.)
FAR 52.215-12	SUBCONTRACTOR COST OR PRICING DATA (OCT 1997) (Applicable when the clause at FAR 52.215-10 is applicable.)

The information collection requirements contained in this solicitation/contract, that are not required by regulation, have been approved by the Office of Management and Budget pursuant to the Paperwork Reduction Act and assigned the OMB Control No. 3090-0163.

<b>REPRESENTATIONS AND CERTIFICATIONS (Short Form)</b> (Simplified Acquisition of Leasehold Interests in Real Property for Leases Up to \$100,000 Annual Rent)	Solicitation Number <b>MP-509</b>	Dated <b>10/30/12</b>
--	--------------------------------------	--------------------------

Complete appropriate boxes, sign the form, and attach to offer.

The Offeror makes the following Representations and Certifications. NOTE: The "Offeror," as used on this form, is the owner of the property offered, not an individual or agent representing the owner.

**1. SMALL BUSINESS REPRESENTATION (JAN 2007)**

- (a) (1) The North American Industry Classification System (NAICS) code for this acquisition is 531190.
- (2) The small business size standard is \$19.0 Million in annual average gross revenue of the concern for the last 3 fiscal years.
- (3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.
- (b) *Representations.*
- (1) The Offeror represents as part of its offer that it ☐ is, ☒ is not a small business concern.
- (2) [Complete only if the Offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The Offeror represents, for general statistical purposes, that it ☐ is, ☐ is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.
- (3) [Complete only if the Offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The Offeror represents as part of its offer that it ☐ is, ☐ is not a women-owned small business concern.
- (4) [Complete only if the Offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The Offeror represents as part of its offer that it ☐ is, ☐ is not a veteran-owned small business concern.
- (5) [Complete only if the Offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision.] The Offeror represents as part of its offer that it ☐ is, ☐ is not a service-disabled veteran-owned small business concern.
- (6) [Complete only if the Offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The Offeror represents, as part of its offer, that—
- (i) It ☐ is, ☐ is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and
- (ii) It ☐ is, ☐ is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (b)(6)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. [The Offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: \_\_\_\_\_.] Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

INITIALS: \_\_\_\_\_ & \_\_\_\_\_  
LESSOR GOVERNMENT

GSA FORM 3518A PAGE 1 (REV 1/07)

**2. 52.222-22 - PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FEB 1999)**

(Applicable to leases over \$10,000.)

The Offeror represents that—

- (a) It ☒ has, ☐ has not participated in a previous contract or subcontract subject either to the Equal Opportunity clause of this solicitation;
- (b) It ☐ has, ☒ has not filed all required compliance reports; and
- (c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards. (Approved by OMB under Control Number 1215-0072.)

**3. 52.222-25 - AFFIRMATIVE ACTION COMPLIANCE (APR 1984)**

(Applicable to leases over \$10,000 and which include the clause at FAR 52.222-26, Equal Opportunity.)

The Offeror represents that—

- (a) It ☒ has developed and has on file, ☐ has not developed and does not have on file, at each establishment affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or
- (b) It ☒ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor. (Approved by OMB under Control Number 1215-0072.)

**4. 52.203-11 – CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (SEP 2005)**

(Applicable to leases over \$100,000.)

- (a) The definitions and prohibitions contained in the clause, at FAR 52.203-12, Limitation on Payments to Influence Certain Federal Transactions, included in this solicitation, are hereby incorporated by reference in paragraph (b) of this certification.
- (b) The Offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief that on or after December 23, 1989, —
  - (1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of a contract;
  - (2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the Offeror shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer; and
  - (3) He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.
- (c) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

INITIALS: \_\_\_\_\_ & \_\_\_\_\_  
LESSOR GOVERNMENT

GSA FORM 3518A PAGE 2 (REV 1/07)

**5. 52.204-3 - TAXPAYER IDENTIFICATION (OCT 1998)****(a) Definitions.**

"Common parent," as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the Offeror is a member.

"Taxpayer Identification Number (TIN)," as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the Offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

- (b) All Offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the Offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.
- (c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the Offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the Offeror's TIN.
- (d) *Taxpayer Identification Number (TIN).*

☒ TIN: 82-6000945  
 [ ] TIN has been applied for.  
 [ ] TIN is not required because:  
 [ ] Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;  
 [ ] Offeror is an agency or instrumentality of a foreign government;  
 [ ] Offeror is an agency or instrumentality of the Federal government;

**(e) Type of organization.**

[ ] Sole proprietorship;  
 [ ] Partnership;  
 [ ] Corporate entity (not tax-exempt);  
 [ ] Corporate entity (tax-exempt);  
☒ Government entity (Federal, State, or local);  
 [ ] Foreign government;  
 [ ] International organization per 26 CFR 1.6049-  
 [ ] Other \_\_\_\_\_

4;

**(f) Common Parent.**

☒ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.  
 [ ] Name and TIN of common parent:

Name \_\_\_\_\_

TIN \_\_\_\_\_

**6. 52.204-6 – Data Universal Numbering System (DUNS) Number (OCT 2003)**

- (a) The Offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS+4" followed by the DUNS number or "DUNS+4" that identifies the Offeror's name and address exactly as stated in the offer. The DUNS number is a nine-digit number assigned by Dun and Bradstreet, Inc. The DUNS+4 is the DUNS number plus a 4-character suffix that may be assigned at the discretion of the Offeror to

INITIALS: \_\_\_\_\_ & \_\_\_\_\_  
 LESSOR GOVERNMENT

GSA FORM 3518A PAGE 3 (REV 1/07)

establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see Subpart 32.11) for the same parent concern.

(b) If the Offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

- (1) An Offeror may obtain a DUNS number—
  - (i) If located within the United States, by calling Dun and Bradstreet at 1-866-705-5711 or via the Internet at <http://www.dnb.com>; or
  - (ii) If located outside the United States, by contacting the local Dun and Bradstreet office.
- (2) The Offeror should be prepared to provide the following information:
  - (i) Company legal business name.
  - (ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.
  - (iii) Company physical street address, city, state and zip code.
  - (iv) Company mailing address, city, state and zip code (if separate from physical).
  - (v) Company telephone number.
  - (vi) Date the company was started.
  - (vii) Number of employees at your location.
  - (viii) Chief executive officer/key manager.
  - (ix) Line of business (industry).
  - (x) Company Headquarters name and address (reporting relationship within your entity).

#### 7. DUNS NUMBER (JUN 2004)

Notwithstanding the above instructions, in addition to inserting the DUNS Number on the offer cover page, the Offeror shall also provide its DUNS Number as part of this submission:

DUNS # 075746271

#### 8. CENTRAL CONTRACTOR REGISTRATION (JAN 2007)

The Central Contractor Registration (CCR) System is a centrally located, searchable database which assists in the development, maintenance, and provision of sources for future procurements. The Offeror must be registered in the CCR prior to lease award. The Offeror shall register via the Internet at <http://www.ccr.gov>. To remain active, the Offeror/Lessor is required to update or renew its registration annually.

☒ Registration Active and Copy Attached

☐ Will Activate Registration and Submit Copy to the Government Prior to Award

OFFEROR OR AUTHORIZED REPRESENTATIVE  <u>Ronald E Smith</u>	NAME, ADDRESS (INCLUDING ZIP CODE) NAME <u>Ronald E. Smith</u> STREET <u>875 Perimeter Dr MS3168</u> CITY, STATE, ZIP <u>Moscow ID 83844-3168</u>  _____ Signature	TELEPHONE NUMBER <u>208-885-6174</u>  <u>10/30/12</u> Date
---	--	--

INITIALS: \_\_\_\_\_ & \_\_\_\_\_  
LESSOR GOVERNMENT

GSA FORM 3518A PAGE 4 (REV 1/07)

Lease Number: SFO MP-509, USGS Post Falls, ID

Form 3626, Part III, 1. (d) includes the following changes or additions:

### Ten Year Payment Chart

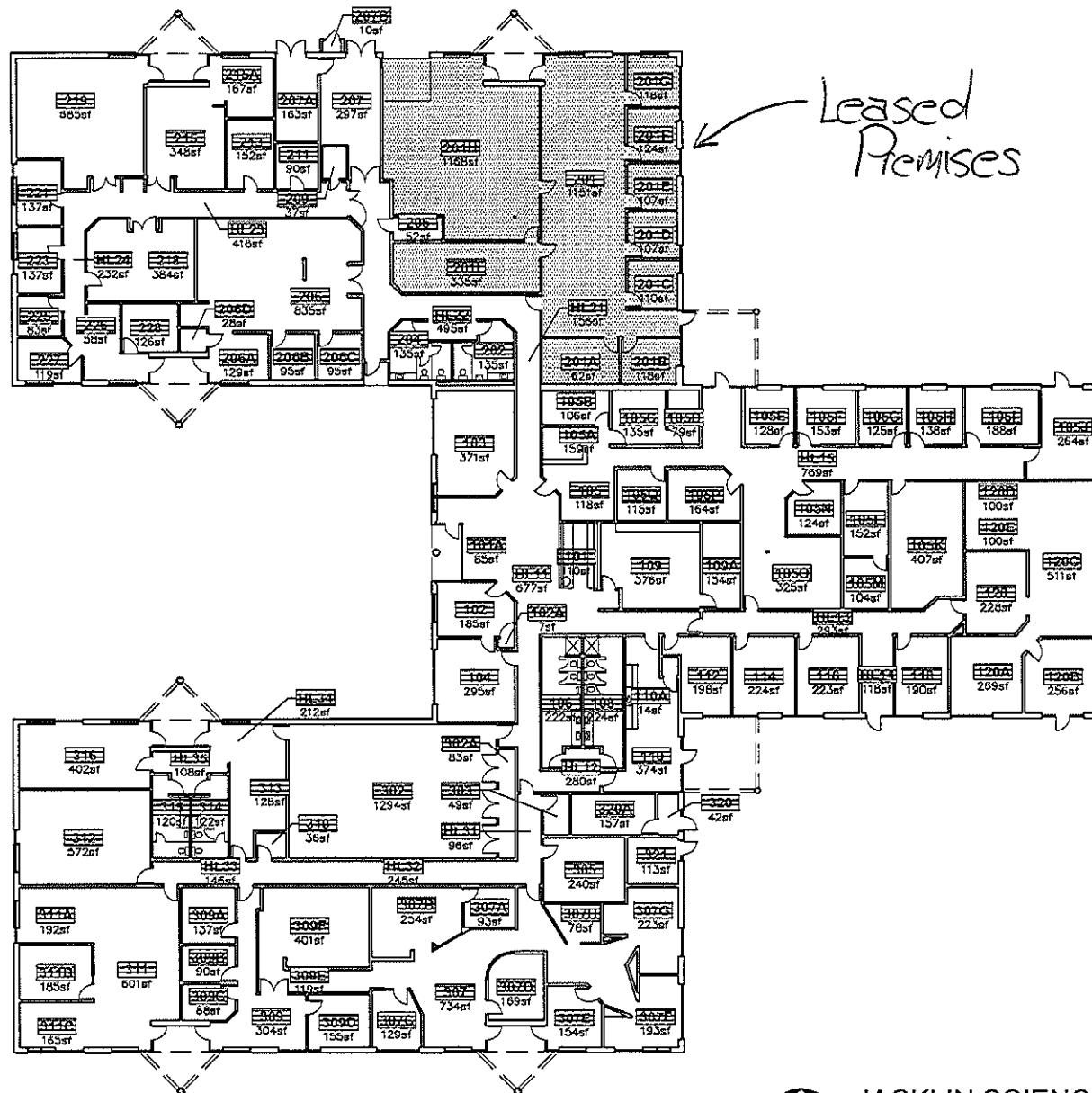
<u>Year</u>	<u>Annual Rate/SF</u>	<u>Total Annual Rent</u>
Oct 2012-Sept 2013	\$19.12	\$72,388.32
Oct 2013-Sept 2014	\$19.36	\$73,293.17
Oct 2014-Sept 2015	\$19.60	\$74,209.34
Oct 2015-Sept 2016	\$19.85	\$75,136.96
Oct 2016-Sept 2017	\$20.09	\$76,076.17
Oct 2017-Sept 2018	*	*
Oct 2018-Sept 2019	*	*
Oct 2019-Sept 2020	*	*
Oct 2020-Sept 2021	*	*
Oct 2021-Sept 2022	*	*

\* Annual Rent amount for October 2017-September 2018 and each remaining year of the Term thereafter shall be adjusted proportionately by the percentage increase or decrease of the "Consumer Price Index - Urban Wage Earners and Clerical Workers", Series ID: CWUR0000SA0 ("Index"), prepared by the United States Department of Labor, Bureau of Labor Statistics, using a Base Month of October 2016 (as reported by the Bureau of Labor Statistics at that time). This annual adjustment to Total Annual Rent (occurring in October of each year of the Term beginning in 2017) to the annual base rent amount of \$76,076.17 (the "Escalation Base Rent Amount") will be established by determining the percentage increase (or decrease) from the Base Month of October 2016 to that value reported on Index for August 2017 and then for each August of the Term thereafter. The Total Annual Rent for October 2017-September 2018 and each year of the Term thereafter shall be calculated by adding the resulting percentage increase (or decrease), as described above, to the Escalation Base Rent Amount. In the event this report is discontinued, an equivalent reporting measure of US dollar value inflation shall be used for this annual rent adjustment.

Initials: \_\_\_\_\_

Lessor

Gov't



JACKLIN SCIENCE &amp; TECHNOLOGY CENTER - #490

FIRST FLOOR

06-30-2011

0 17.5' 35' 70'



SCALE: 1" = 35'-0"



**CONSENT**  
**DECEMBER 13, 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.(ii), Program Approval and Discontinuance

**BACKGROUND/DISCUSSION**

In accordance with Board Policy III.G.4.a and b.(ii), 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.(ii), "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 August 2012 and November 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.

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**CONSENT  
DECEMBER 13, 2012**

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**Academic Programs  
Approved by Executive Director  
August 2012 – November 2012**

<b>Boise State University</b>
New Quantitative emphasis within the BA in Economics
Discontinue AS in Radiologic Sciences
New Diagnostic Radiology emphasis within the BS in Radiologic Sciences
Rename BS in Exercise Science to BS in Kinesiology and Collapse Exercise Physiology and Fitness Evaluation Programming emphases into one called Exercise Science and also create a new Pre-Allied Health emphasis
New Sustainability Minor
<b>Other Non-substantive Changes</b> (does not require approval but is required to notify OSBE per policy III.G.)
Change the name of existing Master of Science in Exercise and Sports Studies to Master of Science in Kinesiology
Change the name of existing Reading Education Center to Literacy Center
Change the name of Master of Health Science, General Research emphasis to Master of Health Sciences, Evaluation and Research emphasis
Change the name of BS in Political Science, International Relations emphasis to Bachelor of Science in Political Science, International Relations to Comparative Politics

<b>Idaho State University</b>
Discontinue Pre-Architecture Program
Discontinue B.A. in American Studies, American Studies Minor
<b>Other Non-substantive Changes</b> (does not require approval but is required to notify OSBE per policy III.G.)
Change name of Health and Nutrition Sciences to Health Education and Promotion
Move the Bachelor of Science in Health Sciences to the Division of Health Sciences
New BA in Dance, Choreography and Performance

<b>University of Idaho</b>
Addition of Business Law and Entrepreneurship Emphasis under the Law Program
Discontinue Ed.S. in School Psychology
New Graduate Certificate, Rehabilitation Counseling Category R
Discontinue Minor in Classical Studies

**CONSENT  
DECEMBER 13, 2012**

Discontinue Sustainable Small Acreage Farming and Ranching Academic Certificate

Discontinue B.S, Physical Education, in Athletic Training

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

<b>Program Activity</b>	<b>Institution</b>
Combine Surgical Technology and Surgical First Assisting to be called Surgical Services. There will be three options: Central Sterile Processing Technician, PTC Surgical Technology, AAS Surgical First Assisting, AAS	CSI
Move the Robotics and Communication Systems Technology Program to the Technical Department from ESTEC	ISU

**CONSENT**  
**DECEMBER 13, 2012**

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**IDAHO STATE UNIVERSITY**

**SUBJECT**

Facility Naming

**APPLICABLE STATUTE, RULE, OR POLICY**

Idaho State Board of Education Governing Policies and Procedures, Section I.K.3., Naming/Memorializing Buildings and Facilities.

**BACKGROUND/DISCUSSION**

Idaho State University (ISU) requests State Board approval to name two locations at ISU: (1) The Carlos D. Jones Family Loge in the Jensen Grand Concert Hall and (2) the Dr. Dale H. Magleby Specimen Preparation Room in the planned Anatomy and Physiology (A&P) Lab at the Meridian Center.

1. Dorothy Jones was a long-time annual donor to ISU. She remembered the ISU Foundation with a gift of 50% of the interest in her estate. Her personal representative, Mr. Scott Jones, is at liberty to determine the use of the gift. The ISU Foundation proposed to Mr. Jones, and if approved, Mr. Jones will agree to designate a gift of \$155,000 toward the debt on the Stephens Performing Arts Center. In recognition of the gift, his preference is to name loge #401 in the Jensen Grant Concert Hall for the Jones family, specifically, "The Carlos D. Jones Family Loge." Further, Ms. Jones' gift will be matched with an equal gift from the Estate of Beverly B. Bistline, resulting in a total allocation of \$310,000 toward the debt.
2. The plans for the A&P Lab in Meridian include a small "prep room" off the main cadaver lab. The room is intended for storage, as well as a space to prepare small specimens or have students or faculty work on specimens alone or in very small groups. This is not a teaching space, but a preparation area. The Eugene Magleby Foundation trustees would like to name this space the "Dr. Dale H. Magleby Specimen Preparation Room" in honor of Eugene Magleby's brother, also an alumnus of ISU, and a medical doctor and medical school faculty member. The Magleby Foundation has completed a gift of \$30,000 to this end, and has pledged to complete the \$20,000 gift upon approval of the naming opportunity.

The ISU Facility Name Designation Committee agreed that these are valid naming requests and recommended approval. This recommendation was approved by President Arthur Vailas on November 13, 2012. Because a prior commitment for naming was made to prospective donors prior to approval by President Vailas, these are also being submitted to the State Board of Education for approval.

**CONSENT**  
**DECEMBER 13, 2012**

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**IMPACT**

Approval of this request will allow ISU to recognize both the Jones and the Magleby families and the contributions they have made to ISU.

**STAFF COMMENTS AND RECOMMENDATIONS**

Based on the information provided both requests appear to be within Board policy. Staff recommends approval.

**BOARD ACTION**

I move to approve the request by Idaho State University to name two locations at ISU: The Carlos D. Jones Family Loge in the Jensen Grand Concert Hall and the Dr. Dale H. Magleby Specimen Preparation Room in the planned Anatomy and Physiology Lab at the Idaho State University Meridian Center.

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

**EASTERN IDAHO TECHNICAL COLLEGE**

**SUBJECT**

Facility Naming

**APPLICABLE STATUTE, RULE, OR POLICY**

Idaho State Board of Education Governing Policies and Procedures, Section I.K.3., Naming/Memorializing Buildings and Facilities.

**BACKGROUND/DISCUSSION**

Bill Robertson began working at Eastern Idaho Technical College (EITC) in January 1972 as an Admissions Counselor. In 1976, he was promoted to Director of Student Services. He became the Associate Director in 1978 and the Dean of Administration in 1996. During this time, he served as Interim Director both in 1990 and 1995-96. Again in 2003, he was appointed as the Interim President. On July 1, 2004, he was appointed President of the College by the Idaho State Board of Education.

In recognition of the contribution he has made to EITC, EITC is requesting approval to name the technical building after Bill Robertson.

He has been a participating member of East-Central Idaho Planning & Development Association (ECIPDA), Grow Idaho Falls, and the Partnership for Science and Technology.

Contributions to EITC:

- Oversaw the improvement and expansion of campus facilities such as the recent construction of the new Health Care Education Building at EITC.
- Led an institutional self-study and successful accreditation renewal with the Northwest Commission on Colleges and Universities in 2007.
- Created more outreach opportunities such as the partnership with the Development Company in Rexburg whereby EITC helped secure a 3.5 million EDA grant to build the new Business Development and Health Education Center. In 2007, EITC began health professions training in this new facility.
- Negotiated a \$1.35 million contract in 2007 with Idaho National Laboratory (INL) to provide environmental, safety and health training to INL employees. This is EITC's largest single contract.

The EITC Executive Advisory Council met July 11, 2012 and approved recommending naming the technical building after William A. Robertson.

**IMPACT**

Approval of this request will allow EITC to recognize the contributions William A. Robertson has made to the college and to Idaho's educational system.

**CONSENT**  
**DECEMBER 13, 2012**

---

**STAFF COMMENTS AND RECOMMENDATIONS**

Staff recommends approval.

**BOARD ACTION**

I move to approve the request by Eastern Idaho Technical College to name the technical building the William A. Robertson Building in recognition of the contributions Dr. Robertson has made to Eastern Idaho Technical College.

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



**PLANNING, POLICY AND GOVERNMENTAL AFFAIRS  
DECEMBER 13, 2012**

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<b>TAB</b>	<b>DESCRIPTION</b>	<b>ACTION</b>
1	<b>NORTH IDAHO COLLEGE ANNUAL REPORT</b>	Information Item
2	<b>PRESIDENTS' COUNCIL REPORT</b>	Information Item
3	<b>DMC BYLAWS AND UPDATE</b>	Motion to Approve
4	<b>SLDS UPDATE</b>	Motion to Approve
5	<b>BOARD POLICY I.K. FACILITIES – 1<sup>ST</sup> READING</b>	Motion to Approve
6	<b>PRESIDENT APPROVED ALCOHOL PERMITS</b>	Information Item

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**PLANNING, POLICY AND GOVERNMENTAL AFFAIRS**  
**DECEMBER 13, 2012**

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**SUBJECT**

North Idaho College (NIC) Biennial 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 NIC 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 Dunlap will provide a 15-minute overview of NIC's progress in carrying out the College's strategic plan.

**IMPACT**

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

**ATTACHMENT**

Attachment 1 – NIC Progress Report

Page 3

**BOARD ACTION**

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

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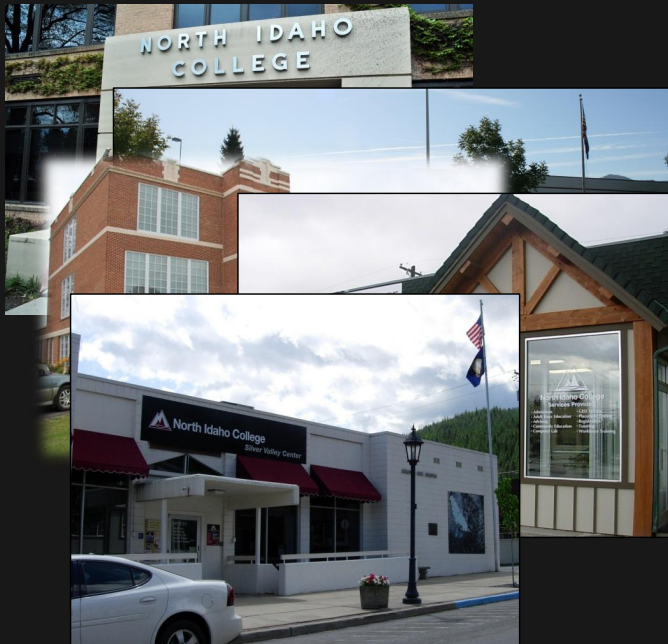


# **State Board of Education**

**December 13, 2012**

**Joe Dunlap**  
**President**  
**North Idaho College**

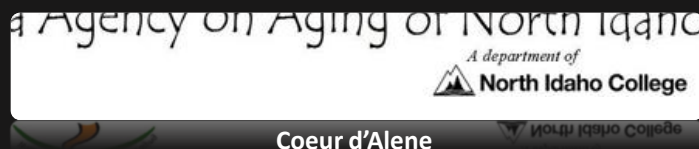
# Our Regional Footprint



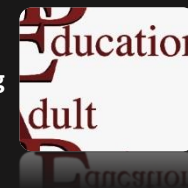
Coeur d'Alene Campus  
Workforce Training Center Post Falls  
NIC at Sandpoint  
Bonners Ferry Center  
Silver Valley Center Kellogg  
Plummer CDA Tribe



Coeur d'Alene, Rathdrum, Post Falls,  
Bonners Ferry, Sandpoint, Kellogg  
and St. Maries



Coeur d'Alene, Bonners Ferry,  
Priest River, Sandpoint, Kellogg  
and St. Maries



## Regional Impact (FY 2012)



**6,574**  
**Credit Students**

**4,897 Aging & Adult**  
**Services Clients**



**6,304 Workforce Training**  
**Center Students**



**351 Head Start**  
**Children**

**1,742 ABE/GED**  
**Students**





# Economic Impact

How does the North Idaho economy and the state of Idaho benefit from the presence of North Idaho College?

**\$164.6 million**

The total annual impacts on North Idaho by NIC. This represents 2.7 percent of the total regional economy and roughly 4,690 average-wage jobs.

## Added Income

College operations effect	\$32,890,000
Student spending effect	\$19,190,000
Total spending effect	\$52,079,000
Student productivity effect	\$112,547,000
<b>Grand Total</b>	<b>\$164,626,000</b>



## Economic Impact of NIC

**\$164.6** million  
The total annual impacts on North Idaho by NIC

**16.1** percent  
A student's average rate of return on investment in NIC

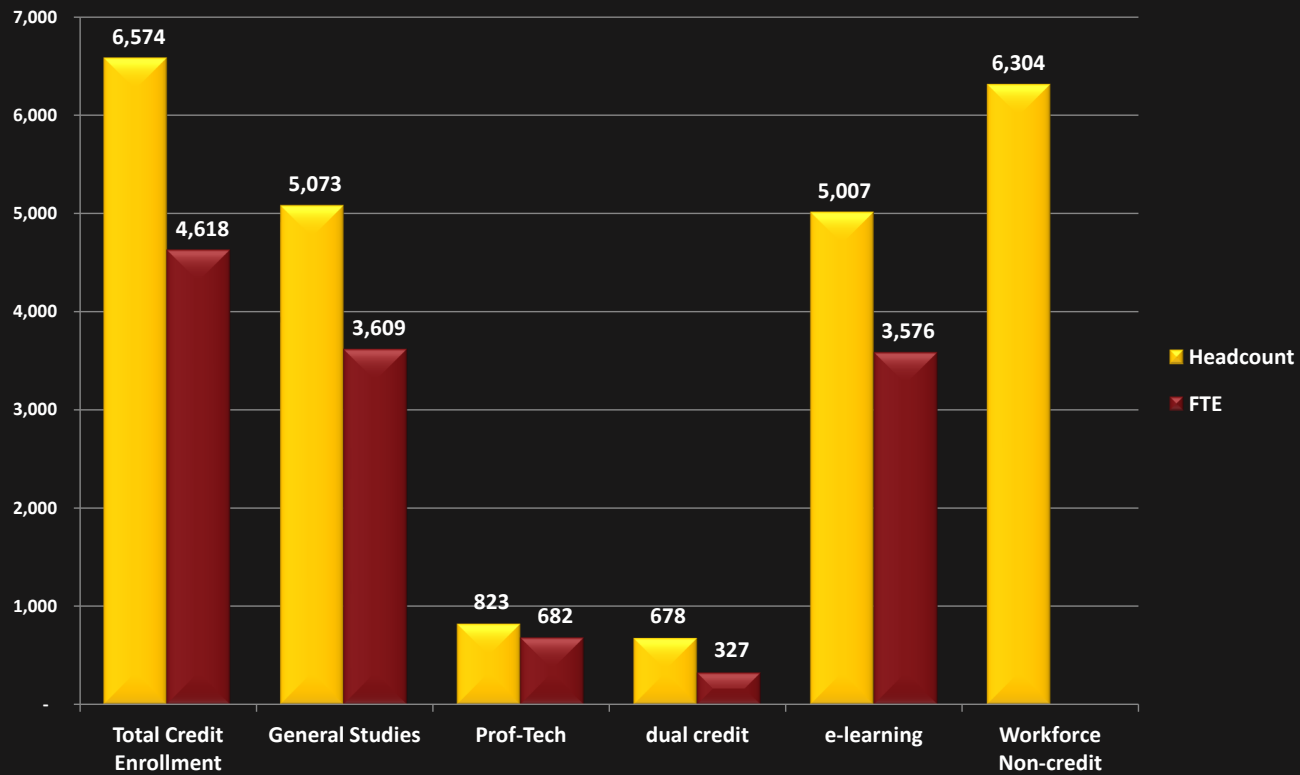
**\$1.50**  
The return for every dollar of support allocated to NIC by state and local governments

**2.7** percent  
The total percentage of the regional economy impacted by NIC

Economic Modeling Specialists, Inc.  
(EMSI)



# Enrollment



# New Opportunities

## *Soaring to Success*



- Aerospace Center of Excellence in Aviation Maintenance and Advanced Manufacturing
- \$2,976,663
- 500 participants



## New Opportunities

### *Avista Center for Entrepreneurship*



- \$1,000,000 provided by Avista to replicate SCC program
- \$100,000 provided to NIC to promote development of entrepreneurs in the region
- Development of an associated non-credit workshop curriculum to support new and existing small businesses

## Student and Faculty Success

Phi Theta Kappa  
achieved Five Star  
Level status

Cynthia Nelson  
Advisor



Art Instructor Michael Horswill  
selected by the city of  
Coeur d'Alene for art  
installation on new  
education corridor



Graphic Design  
Instructor David Van  
Etten selected by  
Adobe® for internal  
promotion  
design



# Serving Students

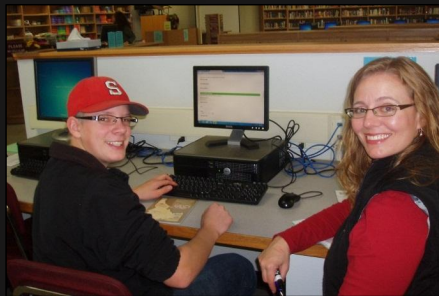
Multicultural and  
Veterans Advisors



Dedicated Veterans Center



INBRE Success!



Admissions fee waiver

# Higher Education Campus

*The Higher Education Campus was born from a partnership with CDA City, LCDC, higher education partners and a shared vision to create a collaborative higher education environment that provides academic opportunities and a positive economic impact for residents of North Idaho.*



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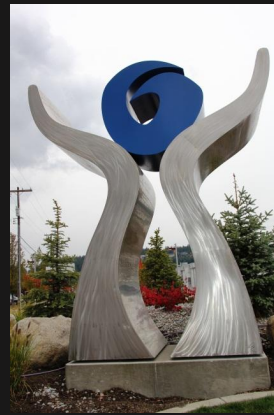


# Higher Education Campus

NIC Foundation purchased the  
former DeArmond Mill site 2009

Infrastructure completed 2011

- Parking, utilities, green space, roundabouts and landscaping
- Provides for expansion opportunities
- Art Installations



# Collaboration

*NIC, CSI, and CWI continue to collaborate  
on behalf of Idaho students*

## *MISSION STATEMENT*

Community Colleges are an integral and vital component of higher education in Idaho. Idaho Community Colleges provide the citizens with high-quality, accessible, affordable, educational opportunities that minimize barriers to post-secondary education, maximize student success, develop a competent workforce, and improve the lives and well being of the people in the state and communities they serve.

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# Collaboration

*NIC, CSI, and CWI continue to collaborate  
on behalf of Idaho students*

## Idaho Community Colleges

**Dual  
Enrollment**

**Out of  
County  
Tuition**

**Statewide  
Portal**

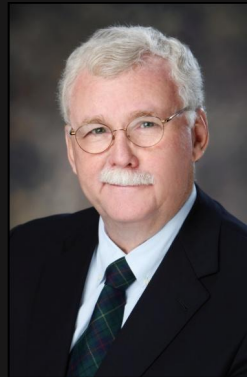
**Comparable  
Data**

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## Board of Trustees



*Ron Nilson*



*Ken Howard*



*Judy Meyer*

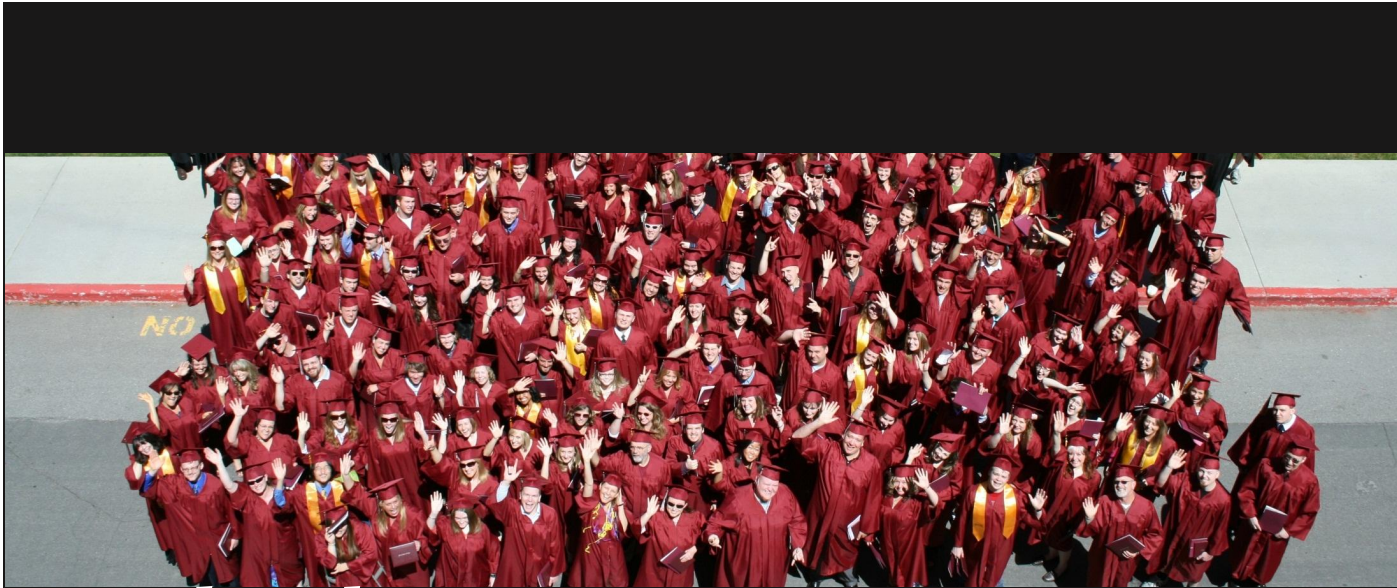


*Christie Wood*



*Todd Banducci*

POLICY, PLANNING AND GOVERNMENTAL AFFAIRS  
DECEMBER 13, 2012



*Thank you!*



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**PRESIDENTS' COUNCIL**

**SUBJECT**

Presidents' Council Report

**BACKGROUND/DISCUSSION**

President Bert Glandon, College of Western Idaho President, and current chair of the Presidents' Council will give a report on the recent activities of the Presidents' Council and answer questions.

**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  
DECEMBER 13, 2012**

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**SUBJECT**

Data Management Council By-laws and status update

**REFERENCE**

October 2011	The Board approved the second reading of a new section of Board Policy, I.O. Data Management Council.
August 2011	The Board approved the first reading of a new section of Board Policy, I.O. Data Management Council and directed the Data Management Council to develop bylaws for future Board approval.

**APPLICABLE STATUTE, RULE, OR POLICY**

Idaho State Board of Education Governing Policies & Procedures, Section I.O. Data Management Council

**BACKGROUND/DISCUSSION**

The Idaho Data Management Council (DMC) is a council established to make recommendation on the oversight and development of Idaho's Statewide Longitudinal Data System (SLDS) and oversees the creation, maintenance and usage of said system.

Board Policy I.O outlines for the role and purpose of the council, council structure, terms of membership, and reporting requirements. As part of that process, the council was directed by the Board to develop bylaws which would determine the specific operating procedures of the Data Management Council.

In addition to presenting the proposed bylaws, staff will provide an update to the Board on current developments and progress made to date by the council.

**IMPACT**

Approval of the bylaws will provide the needed guidance to the DMC for its structure and operation of council meetings.

**ATTACHMENTS**

Attachment 1 – Data Management Council Bylaws

Page 3

**STAFF COMMENTS AND RECOMMENDATIONS**

Staff has worked with the DMC to develop the Bylaws. The proposed Bylaws are in compliance with Board policy I.O. Staff recommends approval.

**PLANNING, POLICY AND GOVERNMENTAL AFFAIRS**  
**DECEMBER 13, 2012**

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**BOARD ACTION**

I move to approve the Data Management Council bylaws as submitted.

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



**Idaho State Board of Education - Data Management Council  
GOVERNING POLICIES AND PROCEDURES**

**SECTION: BYLAWS**

**December 2012**

**A. Membership**

The membership of the Data Management Council (herein referred to as the “Council”) of the State Board of Education is determined in accordance with Board Policy I.O. Data management Council.

**B. Meetings**

1. The Council shall hold at least four (4) regular meetings annually. A quorum of the Council consists of a simple majority of the total membership of the Council. A quorum of the Council must be present for the Council to conduct business.
2. All meetings of the Council are held at such place or places as may be determined by the Council.

**C. Rules of Order**

Meetings of the Council are conducted in accordance with applicable bylaws, regulations, procedures, or policies of the State Board of Education. In the absence of such bylaws, regulations, procedures, or policies, meetings are conducted based upon the current edition of *Robert's Rules of Order Newly Revised* under the recommendations for small boards.

**D. Officers and Representatives**

1. The officers of the Council shall include: Chair, vice chair, and secretary, who are voting members of the Council.
2. The chair, vice chair, and secretary are elected by the council at the organizational meeting for one (1) year terms and hold office until their successors are elected. Vacancies in these offices are filled by election for the remainder of the unexpired term.
3. The Council chair will appoint representative to serve on working groups and similar bodies.

**E. Duties of Council Officers**

1. Chair
  - a. Presides at all Council meetings, with full power to discuss and vote on all matters before the Council.
  - b. Submits such information and recommendations considered proper concerning the business and interests of the Council to the State Board of Education.

**PLANNING, POLICY AND GOVERNMENTAL AFFAIRS**  
**DECEMBER 13, 2012**

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- c. Subject to action of the Council, gives notice and establishes the dates and locations of all regular Council meetings.
  - f. Calls special Council meetings at any time and place designated.
  - h. Appoints Council members to all standing and interim working groups of the Council.
  - i. Establishes the Council agenda in consultation with the SLDS Project Coordinator.
  - j. Serves as spokesperson for the Council.
2. Vice Chair
- a. Presides at meetings in the event of absence of the Council chair.
  - b. Performs the Council chair's duties in the event of the Council chair's inability to do so.
  - c. Becomes the acting Council chair in the event of the resignation or permanent inability of the Council chair to perform said duties until such time as a new chair is elected by the Council.
3. Secretary
- a. Presides at meetings in the event of absence of the Council chair and vice chair.
  - b. Issues all minutes and other documents approved by the Council except in those instances wherein the Council, by its procedures, has authorized or has otherwise designated persons to sign in the name of or on behalf of the Council secretary.

**F. Working Groups of the Council**

All working groups will serve on an “ad hoc” basis and will be created and disbanded as the Council determines.

**G. Adoption, Amendment, and Repeal of Bylaws**

Bylaws may be adopted, amended, or repealed at any regular or special meeting of the Council by a majority vote of the Council, provided notice has been presented at the preceding meeting of the Council, subject to approval by the State Board of Education.

**PLANNING, POLICY, AND GOVERNMENTAL AFFAIRS**  
**DECEMBER 13, 2012**

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**SUBJECT**

State Longitudinal Data System (SLDS) Update

**REFERENCE**

December 2011	The Board approved OSBE applying for the Statewide Longitudinal Data System grant and authorized the Executive Director to sign the letter of commitment on behalf of the Board.
February 17, 2011	The Board accepted the recommendations and directed staff to move forward with Phase 1 and Phase 2 for a P-20W SLDS as outlined in the needs assessment. The Board also approved the establishment of a Data Management Council and authorized the Executive Director to determine the composition and appoint members of said Council.
August 11, 2010	Board directed staff to do a needs assessment that included the technical, fiscal, and governance requirements for a P-20 and Workforce SLDS.

**BACKGROUND/DISCUSSION**

In August 2010, the State Board of Education requested the Office of the State Board of Education to prepare a needs analysis that included the technical, fiscal, and governance requirements for a P-20 and Workforce SLDS. The Needs Analysis provided the Board with an overview of the current status and the need for longitudinal educational data collection, the gaps, barriers, and risks associated with collecting educational data, and recommendations for developing the system.

The Needs Analysis presented to the Board proposed the construction of a P-20W SLDS over time in a four-phased approach. The Board approved staff to move forward with Phase One, which included the development of a postsecondary repository and link to the K-12 SLDS for a P-20 SLDS; and Phase Two, which included the maturation of the P-20 SLDS environment. Staff were directed to come back to the Board for approval of Phase Three, which required finalizing the design and implementation of materialized aggregate views, and Phase Four, which included the final state, transformation into a P-20W SLDS with Business Intelligence solutions.

Staff has completed the outcomes identified in Phase One, except for the reporting capabilities. Staff is requesting to revise the scope of Phase Three and approval to move forward with Phase Three and Phase Four. The outcomes identified in Phase Four remain the same as those originally presented to the Board at the February 2011 regularly scheduled Board meeting.

**PLANNING, POLICY, AND GOVERNMENTAL AFFAIRS  
DECEMBER 13, 2012**

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Phase Three was originally conceptualized as a full data warehouse. As work with Phase Two has progressed it has been determined that the Board Office does not currently have the resources in funding and staff time to realize the full data warehouse. Staff are recommending Phase Three be amended to only include the design and implementation of materialized aggregate views. This will accomplish a more rapid implementation resulting in less cost in resources. The materialized aggregate views will result in a data mart rather than a fully functional data warehouse. The data mart may be expanded in the future to the original data warehouse that was originally envisioned as additional resources are identified. While not as versatile as a full data warehouse, the materialized aggregate views will meet the Board and Board staff current data needs.

**IMPACT**

Revising Phase Three of the project plan will reduce implementation costs and the level of support that would be required to maintain the P-20W SLDS.

**ATTACHMENTS**

Attachment 1 – SLDS status summary

Page 3

**STAFF COMMENTS AND RECOMMENDATIONS**

Staff recommends the Board accept the amended recommendation and direct staff to move forward with the revised Phase 3 and Phase 4.

**BOARD ACTION**

I move to accept the recommendation to amend Phase Three and direct staff to move forward with Phase 3 and Phase 4 of the P-20W SLDS.

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

OFFICE OF THE STATE BOARD OF EDUCATION

# State of Idaho

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Overview of Current Status of P-20W Statewide Longitudinal Data System (SLDS)

### **Executive Summary**

The information contained herein is intended to provide the State Board of Education (Board) with an overview of the current status of longitudinal educational data collection, and to provide modified recommendation regarding the most appropriate path forward for collecting student level data over time.

The Board approved Phase One and Phase Two of the project plan in February 2011. The information contained herein provides a revised recommendation to the Board regarding Phase Three and an outline of Phase Four. Staff recommends the Board accept the recommendations and direct staff to move forward with Phase Three and Phase Four. Revisions to Phase Three require finalization of the design and implementation of materialized aggregate views. This is a revision from the previously proposed Phase Three design that would have created a full data warehouse; the current conclusion is that the Board does not have the current resources necessary to support the original conceptualized Phase Three and that the needs for data can be satisfied by building a second aggregated data layer in the postsecondary SLDS. Phase Four would be the final stage, transforming to a P-20W SLDS with Business Intelligence solutions. The four phased approach provides flexibility and allows Idaho to continue to meet federal deadlines and reporting requirements in a manner that will best utilize resources and aid proper planning and design. The four phase approach limits the burden on the institutions while still meeting the requirements of the various grant information needs and reporting requirements.

### **Overview of Current Progress**

- **K-12**  
The K-12 SLDS, Idaho System for Educational Excellence (ISEE), began student-level data collection October 1, 2010. Rollout of the initial Schoolnet application has been completed. Enhancements to Schoolnet are being carried out using a grant from the Joe and Kathryn Albertson Foundation by the State Department of Education.
- **High School Feedback Reports**  
High School Feedback reports containing data regarding enrollment in postsecondary education, retention, and graduation rates of students attending Idaho public secondary schools have been released to the school districts. The first version of the High School Feedback reports cover a subset of data from 2004-05 and 2010-11 data from ISEE. Board staff has requested 2011-12 high school enrollment data from ISEE, and once that data is received and processed through the National Student Clearinghouse a new set of reports will be issued (anticipated completion date December 2012). Efforts are also underway to form a task force to identify additional data elements from the postsecondary SLDS that can be included in future versions to enhance the reports.

- **Postsecondary**

A single, consolidated postsecondary database has been constructed. The eight public postsecondary institutions have transmitted 2010-11 academic year data. A request has been made for the 2011-12 academic year core data to be provided by December 31, 2012 from the institutions. The data dictionary has been revised. The revised data dictionary will allow for additional data elements beyond the core data to be collected. Once data are imported, and the data validation reports produced and returned to the institutions, it is anticipated that core data covering 2010-12 will be available the first quarter of 2013. The National Student Clearinghouse is being utilized for enrollment and graduation data on students who attend non-public and out of state institutions. The goal is to eventually expand collecting more detailed private and for-profit institutional data into the SLDS from the institutions interested in participating.

- **Federal Requirements/Efforts**

By accepting American Recovery Reinvestment Act State Fiscal Stabilization Funds, Idaho agreed to four assurances; one of which consisted of implementing the 12 elements of the America COMPETES Act by December 31, 2011, which requires a P-16 SLDS. Idaho currently meets the 12 elements of the Act, but cannot produce the requested reports due to lack of historical data. In July 2012, Idaho received a FY2012 SLDS grant that funds three initiatives:

1. Enhancements to the Education Unique ID (EDUID) matching system (scheduled for completion by June 2013)
2. Creation of a Research Request process (scheduled for 2014-15)
3. Creation of the labor longitudinal data store (completed by June 2015)

- **Future Initiatives and Grants**

For Idaho to pursue future grant opportunities, Idaho must have the ability to track student level data from K-12 through postsecondary education and into the workforce. As part of Idaho's participation in the Complete College America (CCA) initiative, we are required to track the progress on outcomes over time and through systems. This process is being done manually by the institutions and is very time consuming. Once the postsecondary SLDS is fully functional the time and effort to produce the data and reports will be greatly reduced. Additionally full functionality will allow Idaho to eliminate the duplication in the aggregate data currently collected.

**Education Unique ID (EDUID):**

The Education Unique ID (EDUID) is the link between the K-12 and postsecondary data systems. The EDUID system developed and managed by the State Department of Education is utilized to obtain and maintain unique identifiers for each record. Because the system utilizes demographic information to create and match individuals, there are opportunities for mismatch. Improvements were made to the EDUID system earlier this year to improve the match rate. These changes include the addition of former names fields, high school attended, and a preview feature to show which records were matched, records where new EDUID's will be assigned,

etc. This mismatch will reduce the reported rate for students moving from grade to grade, and on to postsecondary.

Some of the causes are:

- Name changes that are not reflected in the system.
- Name given to enroll in postsecondary is not same name provided in K-12. K-12 requires a legal name, postsecondary does not.
- Changes in punctuation can potentially cause mismatch
- “Seed” files (ACT, SAT, ISAT, Teacher files) caused a number of duplicate entries that are still being rectified.
  - Action: Investigate methods for identifying the mismatch rate.
  - Action: Enhance the EDUID matching process to improve the match rate. This is a deliverable under the FY2012 SLDS grant.
  - Action: Promote the use of EDUID on high school transcripts to verify identity when student moves to postsecondary.
  - Action: Pursue electronic transcript files to obtain EDUIDs electronically.

### **Workforce Outcomes**

Expanding the P-20 SLDS to a P-20W SLDS (the addition of Labor data) requires establishing necessary agreements and providing data to the Idaho Department of Labor.

- Action: finalize MOU (currently routed for signatures)
- Action: Define format and utilize secure file system for transmission of data.
- Action: Since the Idaho Department of Labor has obtained the driver’s license files, need to set up field definitions to also support sending records where SSNs are not available.
- Action: Idaho Department of Labor develop Labor Longitudinal Data store (funded by the FY12 SLDS grant).
- Action: Define data needs that require labor data.

### **Questions:**

Although a list of potential questions has been developed that the P-20W SLDS could help answer, a clear definition of the needs of the potential users has not been completed. The list is being expanded to include additional labor/education and labor specific questions.

### **Quality:**

A critical requirement of any database is controlling data quality (i.e. data accuracy, standards, integrity, and completeness) from both an IT and business perspective. A Data Management Council was established by the Board and guides the development of policies and procedures necessary to properly manage the data in the P-20W SLDS and serve as the primary review point for all data management activities.



It is incumbent upon the school districts and institutions to provide clean data. With the wide variety of systems the school districts and institutions utilize, it is not practical to assume perfect data.

### **Agreements**

Agreements between Idaho Department of Labor and the Board are being processed for signatures.

### **Stakeholder Engagement**

The institutions have been engaged in the development of the SLDS Data Dictionary. The Idaho Department of Labor is supporting the creation of the Labor longitudinal data store. A communications plan needs to be established with data users to ensure an informed and engaged process.

### **Schedule Impacts**

State contracting restrictions and an inability to hire new staff have delayed the original timeline for implementation. The current timeline is to collect the 2010-11 and 2011-12 core data by December 2013; the first quarter of 2013 will be spent on working on data quality and business rules with a goal of having usable data by the end of the quarter. In parallel, a request will be made to populate additional data tables, this will be time consuming as will require the institutions to develop additional SQL scripts and changes to the ETL process.

Consultants and remote access are being utilized to develop the SLDS and reports. This limits the scope of work that can be executed concurrently. This is partially due to space limitations and having no direct access to the domain that the postsecondary SLDS is operating under. The current budget is adequate to perform the remaining work in Phase Two.

There are other major projects currently underway at both SDE and several institutions that preclude leveraging some internal resources. These include, but are not limited to, the continuing development of the K-12 SLDS and integration of Schoolnet, and other Board initiatives such as Complete College Idaho and Performance Based Funding. It is anticipated that participation of these entities is necessary to ensure the success of the P-20W SLDS. As much lead-time and flexibility will be provided to minimize the impact to other projects. This has continued to be an issue, and in June 2012, financial assistance was provided to most of the institutions to add an additional resource to support the SLDS efforts. This is having a positive impact on the data extraction at these institutions.

### **Data Availability**

The end goal is the capability to track students from pre-school (in Idaho, from Kindergarten) to the workforce. There are several hurdles to overcome:

- Obtaining enrollment and graduation data from private and for-profit institutions will be a lengthy process. There may be interest on their part to track outcomes

for their students, and OSBE could provide that link in exchange for enrollment and graduation information from those entities.

- Labor data is an important component to this effort. Typically Unemployment Insurance wage data is utilized. Currently, the only field to match labor data on is the Social Security Number (SSN). The K-12 SLDS does not require SSN and postsecondary typically only collects it if the student applies for financial aid; therefore, there is a gap in identifying students who go directly to the workforce from K-12 or those who leave postsecondary education and enter the workforce. The Idaho Department of Labor (IDOL) has reached an agreement with the Idaho Transportation Department and has received the Department of Transportation driver's license data files. This will allow additional data to use in matching K-12 data and postsecondary where we do not have social security numbers. This is a tremendous achievement and is critical to determining workforce outcomes.
- Connecting to a multitude of other state agencies will have to be negotiated individually, but other states have been successful in this endeavor. The participation in the WICHE multistate data exchange project has provided the opportunity to interact with the other states and to discuss the processes they have used to put the agreements in place. The WICHE multistate data exchange project is investigating a governance structure that could be created to continue and expand the multistate data exchange.
- Graduates who join the military or take a federal job are another group that need to be identified and the agreements created to access this information. This is another area where the efforts of other states can be used as a model.
- Idaho participates in the Wage Record Interchange System for education (WRIS 2). This system holds wage data for 22 states currently and includes most of the states contiguous to Idaho. The Department of Labor has agreements with the other neighboring states. There is a restriction that requires the Department of Labor to aggregate the data before release. This somewhat reduces the capabilities of using this data by the P-20 SLDS and requires better definition of the data cohort.
- There is a fundamental issue with the Unemployment Insurance (UI) data collected by IDOL. It does not contain hours worked or an occupation for each worker. Legislation would be required to alter the structure of the UI data.

### **Revised Recommendation**

Staff continues to assert that the construction of the P-20W SLDS should be completed over a period of time, through a four-phased approach. The P-12 SLDS and separate postsecondary repository (to form the P-20 SLDS) have been created. As time and resources allow, we need to incorporate additional data sources, and improve the functionality and use of the SLDS by maturing to a P-20W SLDS. Continuing implementation by adding a materialized aggregate level of data and eventually a decision support system will increase the usability and remove the dependency on technical resources to retrieve information.

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Adding additional functionality in a phased approach provides early wins, allows Idaho to meet the Federal ARRA reporting requirements, assists the Board in making progress toward its Strategic Plan objectives, and increases stakeholder satisfaction.

The Board should continue as the entity leading the development of the P-20W SLDS toward a common vision across all of education. It is critical that all of the education and labor agencies work together toward a common SLDS goal. The Board's role as the policy-making body for all of public education provides an opportunity to eliminate these barriers and streamline the process. However, challenges will remain in aligning the various institutions and agencies towards the common goal of tracking students from the time they enter preschool through entry into the workforce.

For the SLDS to complete Phase two in a timely manner, a commitment is required from all parties involved to make this a priority and to apply the necessary resources to complete tasks when scheduled. The participants required are the State Board of Education, the Office of the State Board of Education, the State Department of Education, the Division of Professional Technical Education, the Department of Labor, possibly the Department of Transportation, the Department of Corrections, all public postsecondary institutions, and if possible, private and for-profit institutions.

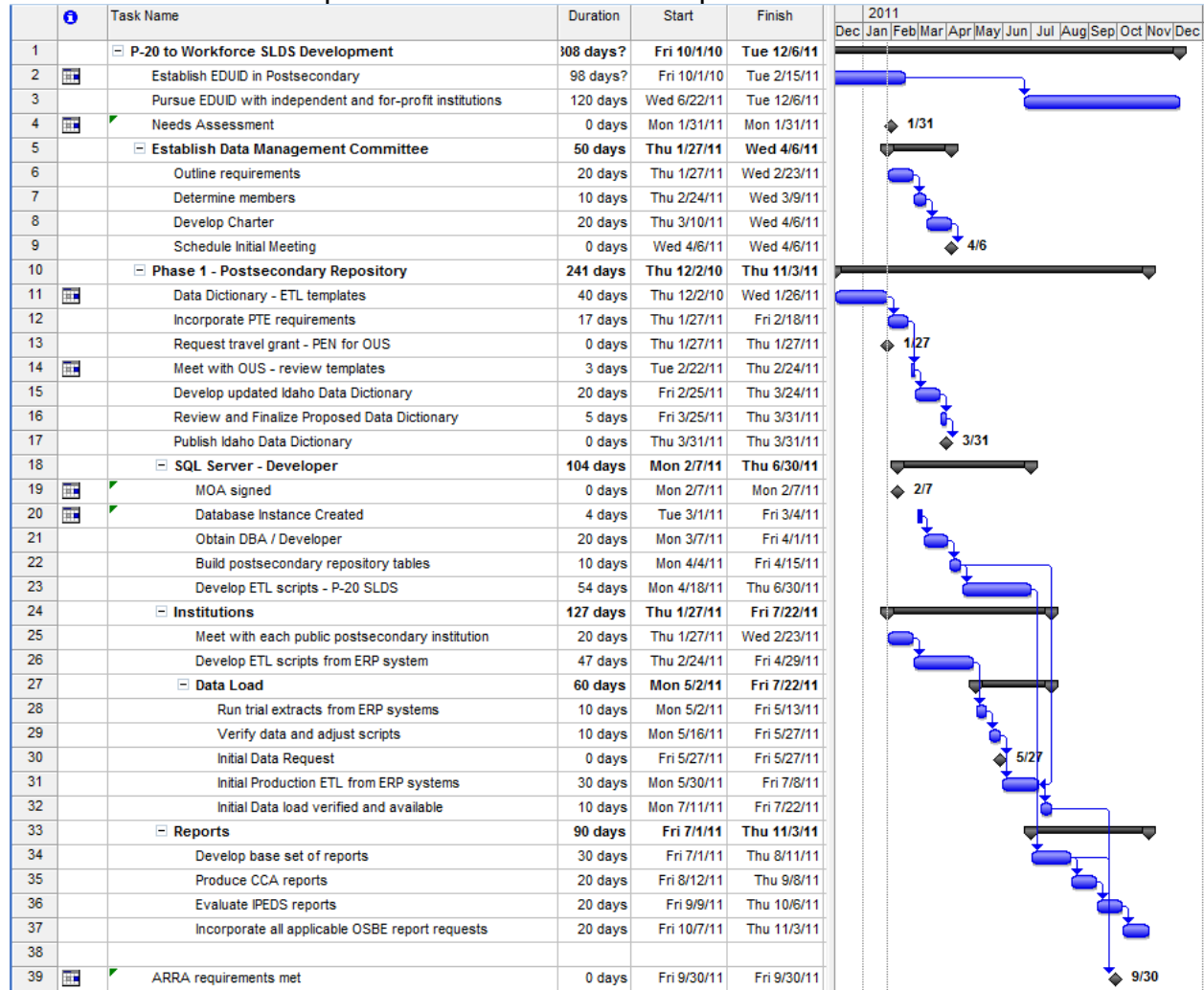
# PLANNING, POLICY, AND GOVERNMENTAL AFFAIRS

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### Execution Plan

### Phase 1 – Postsecondary Repository and link to K-12 SLDS for P-20 SLDS (complete other than reports)

Below is the execution plan and timeline for development of Phase 1.



- The EDUID implementation into the postsecondary institutions project is complete. The cost for this effort was covered by the institutions.
- The postsecondary SLDS database has been constructed on the SDE SQL server cluster. This solution has greatly reduced the cost and timeline for creation.

**Phase 2 – Maturing the SLDS environment (Cost \$1M, timeframe complete by June 30, 2013)**

Phase 1 delivered the P-20 SLDS core functionality. Phase 2 matures the environment to provide information to stakeholders, delivery of additional reports, transition of most OSBE data needs to the P-20 SLDS, improvements to the ETL process, and development of additional data sources. The current status of Phase 2 is as follows:

- Training and documentation plan developed (320 hours – internal staff) (open)
- Develop automated import leveraging SDE's solutions and implement Memorandum of Understanding / Memorandum of Agreements as necessary to include additional data sources and users (400 hours ) (completed)
- Determine and develop standard SLDS reports (1 FTE) (in process)
- Logical model developed (320 hours - consultant or Institution expertise) (open)
- Database Analyst (1 FTE) (using consultant part time)
- Preliminary Design of the Postsecondary Data Warehouse (320 hours – consultant or institution expertise) (revised – design materialized aggregate views – consultant) (open)
- Incorporate workforce data and evaluate other outcome data (480 hours) (in process using FY2012 grant for IDOL portion of work)
- Determine hardware requirements
  - Expand SQL Server environment to support the data warehouse if necessary, or deploy a new solution (open)
- Deliverables:
  - Web ETL file submission (based on SDE's source) (completed)
  - Reports: (open unless otherwise noted)
    - Integrate federal reporting
    - Transition reports (K-12 to postsecondary) (high school feedback reports developed, enhancements will be needed)
    - Analyze existing OSBE data requests and move to SLDS (in process)
    - Develop ongoing Federal Reports including (in process)
      - Completion of 1<sup>st</sup> year credits within 2 years
      - Tracking Students who enroll in postsecondary within 16 months of graduation
      - Students who complete 24 credits within first 2 years
      - Update of other ARRA reports
    - Develop reports to answer critical questions from SBOE, institutions, SDE, and the legislature. (Performance based funding reports underway)
  - Design – Investigate incorporation of ISEE data into postsecondary SLDS (open)
    - Determine data elements
    - Develop scope of work and cost estimate
    - Develop MOU
    - Execute project
  - Design – Materialized Aggregate Views (open)
    - Investigate solutions in place in other states
    - Elemental design decisions made – structure and dimensions
    - Determine hardware, software, and support model

**Phase 3 – Finalize Design and implement materialized aggregate views (anticipated cost approximately \$500K, timeframe complete by June 30, 2014)**

Materialized SQL Aggregate Views. In the case of education, the materialized views transforms the repository into information that will support the Research Request process and are readily understood by the Institutional Researchers and analysts so they can independently analyze information (within the bounds of the security structure built into the system).

- Determination if P-12 data will be incorporated at this point
- Develop RFP for data aggregation implementation
- Engage institutional experts or consultant to finalize design of the Database structures
- Form committee to determine elements and aggregation level
- Develop materialized views.
- Hire consultant / leverage institution expertise
- Purchase or leverage software to support the database and reporting
- Develop a Business Intelligence roadmap
- Implement solution

**FY2014 Resources and Cost major items (pricing based on current state procurement rates for consulting, internal = direct labor + burden + indirect costs)**

- Recommendation (implement P-20 SLDS materialized views) \$500K
  - (assumes allowance for internal labor)
- Database Architect Consultant - 240 hours @ \$100 = \$24,000
- Consulting – data crosswalk analysis, determination of data elements, develop views and reports \$50,000
- OSBE labor –
  - participate in design and verify information - 1,000 hours @ \$50 = \$50,000
- Support costs:
  - Reports / queries – 1 FTE for 1 year \$104,000
  - Data Quality manager – 1 FTE for 1 year \$104,000
  - Project Manager – 1 FTE for 1 year \$104,000
  - Database Analyst / SQL Specialist – 1 FTE for 1 year @74.80 \$149,600
  - Server support - .25 FTE for 1 year \$25,000
- Option – incorporate P-12 SLDS data
  - Add Developer/SQL for development - \$125,000

**Phase 4 - Transform to P-20W SLDS & Business Intelligence solution (anticipated cost approximately \$1.2M, timeframe complete by June 30, 2015)**

Business Intelligence (BI) tools allow self-service data query including drill down capability, ad-hoc analysis, and the ability to provide public access to aggregated data that is meaningful and productive. This expands the scope of the P-20W SLDS to include predictive techniques that will guide educators in optimizing the students achievement.

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- Expand storage if required
- Gather requirements and determine solutions
- Review solutions deployed by institutions and SDE
- Develop legislation if required
- Develop and implement additional MOUs necessary to include additional data sources and users
- Develop training and support model
- Research and procure business analytics software
- Deliver training on BI tools and additional predictive analytics
- Expand storage if required
- Develop analytics reports and security model

**FY 2015 Resources and Cost (major items)**

**(pricing based on current state procurement rates for consulting, internal direct labor + burden + indirect costs)**

- Recommendation – add Business Intelligence tools to the data warehouse \$1.2 million
- Leverage the Decision Support System from another state to base load the capabilities similar to what SDE did for K-12 SLDS. SDE's successful implementation of the K-12 DRS was based on using Nebraska's consultant to assist in installing the base solution. SDE had over an 80% match rate on fields, which made having the system operational in a very short time period reasonable.
- Evaluate other states decision reporting systems and determine a solution
- Decision Support System Consultant 500 hours @ \$100 = \$50,000
- Programmers – modify DRS to match fields 480 hours @ \$75 = \$36,000
- OSBE internal labor – 1,000 hours @ \$50 = \$50,000
- Business Intelligence software and licensing \$100,000 to \$500,000.
- Ongoing support costs:
  - Decision Support Expertise – 1 FTE for 1 year \$104,000
  - Data Quality manager – 1 FTE for 1 year \$104,000
  - Project Manager – 1 FTE for 1 year \$104,000
  - DBA – 1 FTE for 1 year @74.80 \$149,600
  - Server support - .25 FTE for 1 year \$25,000

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**PLANNING, POLICY AND GOVERNMENTAL AFFAIRS**  
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**SUBJECT**

Board Policy I.K. Naming/Memorializing Building and Facilities – First Reading

**REFERENCE**

April 2002	Board approved second reading of amendments to Section I of Board Policy including I.K.
February 2002	Board approved first reading of amendments to Section I of Board Policy including I.K. Amendments consisted of updates to outdated references to Idaho administrative rules.
September 2000	Board approved second reading of Board Policy I.K.
March 2000	Board approved first reading of Board Policy I.K.

**APPLICABLE STATUTE, RULE, OR POLICY**

Idaho State Board of Education Governing Policies & Procedures, Section I.K.

**BACKGROUND/DISCUSSION**

Board Policy I.K. requires prior approval by the Board for the naming or memorializing of our public postsecondary institutions facilities. As currently specified in paragraph one of this policy, it requires approval of the Board for the naming or memorializing of a building or administrative unity for other than functional use, and as a subset of this overriding statement, the policy goes on to state that the Board exclusively has authority to name administrative units, buildings, and facilities of a campus or other property under the administrative control of the State Board of Education and Regents of the University of Idaho. This has led to some confusion as to whether the intent is for the Board to name all facilities or only those that are being named for other than functional use. Currently, and in alignment with past practices, the policy is interpreted as only requiring Board approval for the naming of facilities for other than functional use.

The proposed amendments would clarify the wording in the policy, in alignment with current practices, specifying that only the naming of facilities for nonfunctional use requires Board approval. Additional changes are being proposed to the policy to update the term president with chief executive officer in alignment with common language used in other Board policies and to rectify the conflict by including room and open space in the definition of facility, which is under the Boards prevue for naming and then delegating the naming of rooms and open spaces to the chief executive officer. The final change eliminates the specific requirement that the chief executive officers report to the Board and to the Board's Business Affairs and Human Resources Committee and when applicable, to the Board's Instruction, Research and Student Affairs Committee.

**IMPACT**

Approval of the changes will allow for clarity in the administration of this Board policy and streamline the reporting process.

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**ATTACHMENTS**

Attachment 1 – Proposed Amendments to Board Policy I.K.

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**STAFF COMMENTS AND RECOMMENDATIONS**

Currently naming requests come forward to the Board for approval through the Consent agenda. Clarifying the language within the policy will assure Board intent is being met and that the policy is consistently interpreted in the future.

Staff recommends approval.

**BOARD ACTION**

I move to approve the first reading of Board Policy I.K. Naming/Memorializing Building and Facilities as submitted.

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

**Idaho State Board of Education**

**GOVERNING POLICIES AND PROCEDURES**

**SECTION: I. GENERAL GOVERNING POLICIES AND PROCEDURES**

**SUBSECTION: K. Naming/Memorializing Building and Facilities** ~~April 2002~~February 2012

Prior approval of the State Board of Education is required for the naming or memorializing of a ~~building or administrative unit~~ facility or facilities for other than functional use. ~~This policy also includes the naming of facilities.~~

As used in this policy, the terms "facility" and "facilities" include any building, structure, ~~room,~~ laboratory, administrative unit, ~~open space,~~ or other physical improvement or natural feature of a campus or of other property under the administrative control of the State Board of Education and the Regents of the University of Idaho.

1. The Board will consider the following factors in addressing requests for naming of a building, facility, or administrative unit.
  - a. Naming for an administrator, member of the faculty or employee of a unit responsible to the State Board of Education:
    - i. No building, facility, or administrative unit shall be named for a person currently employed within the system of higher education in Idaho, except when authorized by the Board.
    - ii. Memorialization of a building, facility, or administrative unit for a former employee retired or deceased shall be considered on the basis of the employee's service to education in the state of Idaho. Significant factors will include, but shall not be limited to:
      - 1) Recommendation of the chief executive officer of the institution and the recommendation of the institutional community.
      - 2) Contributions rendered to the academic area to which the building, facility, or administrative unit is primarily devoted.
  - b. Naming of a building, facility, or administrative unit for other than a former employee of the system of higher education will be considered by the Board in accordance with 1.a. Additionally, the following shall apply:
    - i. When deemed appropriate, a facility, building, or administrative unit may be given a nonfunctional name intended to honor and memorialize a specific individual who has made a distinguished contribution to the University.
    - ii. Name for an individual in recognition of a gift.
      - 1) No commitment for naming shall be made to a prospective donor of a gift prior to Board approval of the proposed name.

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- 2) In reviewing requests for approval to name a facility, building, or administrative unit for a donor, the Board shall consider:
  - a) The nature of the proposed gift and its significance to the institution;
  - b) The eminence of the individual whose name is proposed; and
  - c) The individual's relationship to the institution.
- ~~2. The Board exclusively has authority to name administrative units, buildings, and facilities of a campus or of other property under the administrative control of the State Board of Education and Regents of the University of Idaho.~~
- ~~3~~2. The Board delegates to the ~~presidents~~ chief executive officers the authority to name rooms and open spaces located within buildings or structures.
  - a. The presidents shall follow the same guidelines for naming as set forth in section 1. of this policy.
  - b. All such names designated by the ~~presidents~~ chief executive officers shall be reported annually in August to the ~~Board~~ Executive Director.
- ~~4. All requests for naming outside the presidents' delegated authority, and all delegated naming authority reporting, shall be made to the Board's Business Affairs and Human Resources Committee. When applicable, concurrent request shall be made to the Board's Instruction, Research and Student Affairs Committee.~~

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**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 October 2012 Board meeting. Since that meeting, Board staff has received forty (40) permits from Boise State University, eight (8) permits from Idaho State University, thirteen (13) permits from the University of Idaho, and one (1) permit from Lewis-Clark State College.

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

**ATTACHMENTS**

Attachment 1 - List of Approved Permits by Institution

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**BOARD ACTION**

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

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<b>APPROVED ALCOHOL SERVICE AT BOISE STATE UNIVERSITY September 2012 – November 2012</b>				
<b>EVENT</b>	<b>LOCATION</b>	<b>Institution Sponsor</b>	<b>Outside Sponsor</b>	<b>DATE (S)</b>
Post-Speaker Reception-Accountancy Dept Speaker Series	Executive Board Room MBEB	X		9/21/12
Bronco Primetime	Stueckle Sky Center (SSC) – 3 <sup>rd</sup> Floor Bronco Zone	X		9/27/12, 10/18/12 11/15/12
Celebration of Teaching: Mentors of the Year	SSC – 6 <sup>th</sup> Floor Skyline	X		9/27/12
Dept. of Kinesiology– Alumni Reception	SSC	X		10/18/12
Presidential Alumni Recognition Gala	SSC	X		10/19/12
Coaches Radio Show	SSC – 6 <sup>th</sup> Floor Skyline	X		10/24/12 10/29/12 11/7/12 11/14/12 11/26/12
Meet & Greet New VP- Univ. Advancement	SSC	X		11/7/12
Petso Client Appreciation Event	SSC – 4 <sup>th</sup> Floor Double R Ranch		X	9/27/12
Rachel Barton Pine/ Philharmonic Concert	Morrison Center		X	9/29/12
ID SBDC Prof. Dev. Conf. Dinner	COBE – Board Room		X	10/1/12
St. Luke's President's Award Dinner	SSC		X	10/4/12
Valle Family-90 <sup>th</sup> Birthday Party	Student Union Building (SUB)		X	10/6/2012
Dralion (Cirque Du Soliel)	Taco Bell Arena		X	10/11/12, 10/12/12 (2), 10/13/12, 10/14/12 (2)
Western Capital Bank– Cust. Appreciation Event	SSC		X	10/16/12
Frank Church Institute– Conference Reception	SUB		X	10/16/12
Mozart & Schubert/ Philharmonic Concert	Morrison Center		X	10/20/12
Patcasso-Art Fusion Event	SUB		X	10/20/12
Boise Philharmonic– Post Concert Reception	Morrison Center		X	10/20/12
Hasselquist Family– Reception	SSC		X	10/22/12

**PLANNING, POLICY AND GOVERNMENTAL AFFAIRS  
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<b>EVENT</b>	<b>LOCATION</b>	<b>Institution Sponsor</b>	<b>Outside Sponsor</b>	<b>DATE (S)</b>
Tap Dogs/Broadway	Morrison Center		X	10/23/12, 10/24/12 10/25/12
Roll Out the Red Carpet for Breast Cancer Research	SSC – 4 <sup>th</sup> Floor Double R Ranch		X	10/24/12
Stein Products–Distributing Appreciation Dinner	SSC		X	10/24/12
Jimmy Buffet	Taco Bell Arena		X	10/25/12
Group One Real Estate–30 <sup>th</sup> Birthday Celebration	SSC		X	10/26/12
The Capitol Steps/Broadway	Morrison Center		X	10/26/12
Ore-Ida Council Boy Scouts of American Annual Holiday Auction	SSC		X	10/27/12
Ballet ID–Post Ballet Reception	Morrison Center		X	11/2/12 11/17/12
ID Dance Theater–Fall Performance	SPEC Lobby		X	11/2/12 11/3/12
Giraffe Laugh ELC–Fall Friendraiser 2012	SUB		X	11/2/12
Abraham Verghese – General Public	Morrison Center		X	11/5/12
Abraham Verghese–Dinner Fundraiser–Invited Donors	Morrison Center		X	11/5/12
BSU Found. Board of Directors Qtrly Meeting	COBE		X	11/7/12
COHS – Friends of Nursing - A Night for Nursing Excellence	SSC		X	11/8/12
Treasure Valley Family YMCA–Heritage Dinner	Jordan Ballroom		X	11/8/12
In the Mood/Concert	Morrison Center		X	11/11/12
District Export Council/TechHelp–Awards Reception	MBEB Exec. Boardroom #4201		X	11/14/12
Bogus Basin Bridge Builders Celebration	SSC		X	11/15/12
Eric Church: Blood, Sweat & Beers Tour	Taco Bell Arena		X	11/16/12
Ballet ID & BPMC/Boise Philharmonic Concert	Morrison Center		X	11/17/12
Albertson's LLC–Company Holiday Party	SSC		X	11/30/12



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<b>APPROVED ALCOHOL SERVICE AT IDAHO STATE UNIVERSITY October 2012 – December 2012</b>				
<b>EVENT</b>	<b>LOCATION</b>	<b>Institution Sponsor</b>	<b>Outside Sponsor</b>	<b>DATE (S)</b>
President's State of the University Event	Performing Arts Center (PAC) – Rotunda	X		10/24/12
ISU Women's Basketball	Pond Student Union – Ballroom	X		11/1/12
Meesh & Mia Fashion Show	Bennion Room – Holt Arena	X		11/7/12
School of Nursing – Faculty Retirement	Beckley Building #66	X		11/26/12
Meridian Holiday Open House	ISU-Meridian Health Science Center	X		12/3/12
Student Anthropology Society Annual Potlatch Auction	Magnusson Alumni House	X		12/7/12
ISU Foundation – Pre-Concert Development Reception	Bennion Promenade	X		12/8/12
Battelle Energy Alliance, LLC – INL Holiday Reception	Center for Advanced Educational Studies (CAES) 995 University Blvd., Idaho Falls, ID		X	12/4/12

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<b>APPROVED ALCOHOL SERVICE AT UNIVERSITY OF IDAHO October 2012 – December 2012</b>				
<b>EVENT</b>	<b>LOCATION</b>	<b>Institution Sponsor</b>	<b>Outside Sponsor</b>	<b>DATE (S)</b>
Gloria Steinem Reception	President's Residence	X		10/4/12
Homecoming Wine & Cheese Social	VandalStore	X		10/5/12
2 <sup>nd</sup> Annual Dinner on the Farm Fundraiser Event	Parker Research Farm	X		10/12/12
Faculty Gathering / Interdisciplinary Reception	Clearwater/Whitewater Rooms	X		10/12/12
Gallery Concert	UI Pichard Art Gallery	X		10/14/12
CALS Advisory Board Dinner	AG Biotech Interaction Court	X		11/1/12
College of Art & Architecture Advisory Council Reception	Prichard Art Gallery	X		11/1/12
Foundation Reception	President's Residence	X		11/1/12
University Faculty Club	Commons Summit Room	X		11/9/12
VIEW Elevator Pitch Competition	ALB First Floor Gallery	X		11/15/12
Faculty & Staff Holiday Reception	SUB Ballroom	X		12/5/12
College of Law – Holiday Reception	Legacy Pointe Room	X		12/6/12
Sandpoint Clyclocross Race	U of I, Sandpoint, ID		X	10/20/12

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<b>APPROVED ALCOHOL SERVICE AT LEWIS-CLARK STATE COLLEGE December 2012</b>				
<b>EVENT</b>	<b>LOCATION</b>	<b>Institution Sponsor</b>	<b>Outside Sponsor</b>	<b>DATE (S)</b>
Winter Revels Holiday Party – LCSC Employee Gathering	LCSC – William’s Conference Center	X		12/7/12

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**STATE DEPARTMENT OF EDUCATION  
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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>SCHOOLNET INSTRUCTIONAL MANAGEMENT SYSTEM</b>	Information Item
<b>3</b>	<b>TEMPORARY/PROPOSED RULE – IDAPA 08.02.01.151, RULES GOVERNING ADMINISTRATION, NEGOTIATIONS</b>	Motion to Approve
<b>4</b>	<b>TEMPORARY/PROPOSED RULE – IDAPA 08.02.02.120, RULES GOVERNING UNIFORMITY, LOCAL DISTRICT EVALUATION POLICY</b>	Motion to Approve

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**SUBJECT**

Superintendent of Public Instruction Update to the State Board of Education

**BACKGROUND/DISCUSSION**

Superintendent Luna will discuss ramifications of the repeal of Students Come First laws.

**BOARD ACTION**

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

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**SUBJECT**

Schoolnet Instructional Management System

**BACKGROUND/DISCUSSION**

Idaho has begun implementing an Instructional Management System (IMS), called Schoolnet, which enables teachers and school personnel to view on the front end data which is submitted through the Idaho System for Education Excellence (ISEE). Schoolnet provides interfaces to see aggregate district, school, classroom, and individual student data, as well as provides a platform for creating high quality lessons and strategic assessments for students. Schoolnet also provides access to Discovery Education, which includes a vast amount of digital content and resources for educators.

**ATTACHMENTS**

Attachment 1 – JKAF October 2012 Progress Report

Page 3

**BOARD ACTION**

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

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# **Instructional Management System Support Grant**

October 1, 2012  
Grantee Progress Report

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**Prepared for the J.A. & Kathryn Albertson Foundation**

Prepared by the Idaho State Department of Education

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IDAHO STATE DEPARTMENT OF EDUCATION  
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BOISE, ID 83720

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# STATE DEPARTMENT OF EDUCATION

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### Overview

#### Vision

*Teachers design engaging and imaginative lessons related to curriculum, linked to learning standards, regularly analyze assessment results, have easy access to best practices, high quality digital content and professional development opportunities are focused on student outcomes. Schools and districts publish their progress to parents and engage the community in dialogue about continuous improvement.*

#### Overall Project Objectives

As described in the proposal for funding, the State Department of Education's (SDE) objectives for the project are:

- Purchase and deploy an Instructional Management System (Schoolnet).
- Support districts in the adoption of data-driven and digitally based instruction.
- Deploy Instructional Management System to districts most "ready to benefit" through grant process.
- Create a culture of data use through leadership, rewards and policy.
- Integrate assessments and content into Schoolnet.
- Measure and monitor impact of district deployment.

#### Overall Project Status Brief

The SDE's focus has transitioned from fully staffing and training the SDE implementation team, awarding grants to districts most ready to benefit from Schoolnet adoption and configuring Schoolnet functionality and resources for Idaho's needs to providing technical assistance, guidance and training for grantees and districts to implement Schoolnet in instructional practice throughout the state. It is of note that a number of the SDE's meetings with grantees and trainings are facilitated by the Idaho Education Network and the grantees that are part of the Idaho Leads Project are better prepared to incorporate new practices at the district and classroom level. Bi-weekly meetings between the SDE and Idaho Leads have been invaluable; additionally, an Idaho Education Network representative regularly attends SDE Schoolnet implementation meetings.

As was intended, access to Schoolnet is becoming a significant leverage point for districts to collect and submit accurate data to the SDE through the state's longitudinal data portal- the Idaho System for Educational Excellence (ISEE). As administrators and teachers learn about the student data and resources available through Schoolnet, and understand that ISEE data submission is required to gain access to Schoolnet, they are asserting pressure on their districts to provide accurate, timely data to the state. Up to this point the SDE was the single source of pressure for districts to submit data. Albeit slow, positive change is afoot relative to data quality and use in Idaho schools.

In addition to focusing on Schoolnet adoption in classrooms; a parallel effort at the SDE involves the dedication of resources to identifying and disseminating best practices around data collection processes, quality assurance and chain of ownership.

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**Key Accomplishments**

- Discovery Education integration in Schoolnet, accessible through single sign-on.
- The ongoing execution of statewide training on Schoolnet and Discovery Education use in the classroom.
- The Professional Development Planner module in Schoolnet configured and activated for district and state use. The Educator Development Suite is currently being configured at the SDE.
- 19,000+ assessment items have been populated into State and district assessment item banks. With an additional 24,000 purchased from Discovery Education prepared to be loaded.
- The EduStat conference was completed successfully- June 26-27, 2012 in Boise, ID.
- A pool of 15 ISEE Navigators (Data Coaches) have been trained and are assigned to grantees to assist with Schoolnet deployment and ISEE data practices.
- The implementation effort is fully staffed including:
  - ***JKAF funded personnel-*** Two Project Managers, Digital Content Coordinator, Formative Assessment Coordinator, Professional Development Coordinator, Two ISEE Grant Coordinators and an ISEE Implementation Architect.
  - ***SDE funded personnel dedicated (partial FTE) to this project-*** Students Come First Director, Students Come First Coordinator, Students Come First Administrative Assistant, Communication Specialist, Instructional Technology Director, Assessment Director, Teacher Quality Coordinator, Content Director.
- A total of \$1,992,335.84 was awarded to districts most ready to benefit from Schoolnet through a competitive process.

## Adoption, Usage and Implementation Progress

### Status Brief

Over the past months, the 15 grant districts have been working diligently in the adoption of Schoolnet and training their school employees in the functionality of the platform. All of the grant districts have been communicating with the SDE ISEE Grant Coordinators in adoption, implementation and revision processes of their grant goals and milestones to insure proper use of funding and the success of the overall Schoolnet project.

In 14 of 15 grant districts, ISEE Navigators (Data Coaches) have been both instrumental in helping districts implement objectives and goals, while also being “on call” for all grant districts in supporting ISEE uploads, Schoolnet training, integration of ISEE Phase II grant objectives with district improvement plans, pay-for-performance and lesson and unit plan development.

While some of the grant districts have been moving more seamlessly through the process (see key successes below), others have experienced challenges but continue to work through the goals and objectives of their grant to establish implementation timelines over the course of the next 10 months.

### Progress To Date

Based upon the Progress Key displayed above, the ISEE team is on track with the majority of its grantee districts. Since the inception of this project, there have been **5,239** teacher logons to Schoolnet and **6,528** logins to Discovery Education; Discovery is accessed through Schoolnet. Teachers log into Schoolnet once and appear to access Discovery multiple times in each Schoolnet sign-in episode, additionally, Meridian teachers have been provided short-term access to Discovery outside of Schoolnet until their teacher data is uploaded. This is for planning and training purposes.

With 5,239 teacher logons to Schoolnet, the SDE is on target with the long-term goal of 8,500 (40% of teachers statewide) logons by May 31, 2013. The interim milestone to reach this goal is

### Progress Key:

**Total Schoolnet Logons: 5,239**  
42% of logons are from grantee districts  
(2,174) indicated beside each grant district in the list below.

**4 = SUSTAIN**  
**3 = ADOPT**  
**2 = DEPLOY**  
**1 = BUILD**

- ✓ **3** = Anser Charter School (20)
- ✓ **2** = Boundary S.D. (39)
- ✓ **3** = Buhl S.D. (90)
- ✓ **3** = Cassia S.D. (133)
- ✓ **3** = Coeur d'Alene S.D. (439)
- ✓ **3** = Kimberly S.D. (92)
- ✓ **1** = Kuna S.D. (45)
- ✓ **2** = Lake Pend O'reille S.D. (173)
- ✓ **3** = Lakeland S.D. (247)
- ✓ **1** = Melba S.D. (54)
- ✓ **2** = Meridian S.D. (625)
- ✓ **3** = Minidoka S.D. (92)
- ✓ **2** = New Plymouth S.D. (33)
- ✓ **1** = Richfield S.D. (20)
- ✓ **3** = Sugar-Salem S.D. (72)

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to realize 6,500 logons by December 31, 2012. To reach this goal the SDE will track grantee progress and design individualized support for each to address specific barriers through Schoolnet / Discovery training, SDE staff support and ISEE Navigator coaching.

A significant factor contributing to the success of this project is the number of staff (both JKAF and SDE funded) dedicated to the effort. Appropriate staffing levels allow for frequent communication, individualized support for each grantee, timely responses to issues and concerns and detailed knowledge of grantee progress and budget status at any given time.

The following table represents grantee awards from JKAF and SDE for Schoolnet adoption:

Grant District	Original Allocation	AD FS Award (SDE funded)	Incentive Award (SDE funded)	Total Allocation
Anser Charter	\$74,565.00	\$9,533.00	\$620.22	<b>\$84,718.22</b>
Boundary County SD*	\$101,000.00	\$9,533.00	\$2,538.33	<b>\$113,071.33</b>
Buhl SD*	\$101,000.00	\$9,533.00	\$2,038.10	<b>\$112,571.33</b>
Cassia SD*	\$195,600.00	\$9,533.00	\$8,811.50	<b>\$213,944.50</b>
Coeur d'Alene SD*	\$250,919.84	\$9,533.00	\$17,192.06	<b>\$277,644.90</b>
Kimberly SD*	\$100,945.00	\$9,533.00	\$2,460.60	<b>\$112,938.60</b>
Kuna SD	\$148,306.00	\$9,533.00	\$8,226.77	<b>\$166,065.77</b>
Lakeland SD*	\$151,000.00	\$9,533.00	\$8,172.69	<b>\$168,705.69</b>
Lake Pend SD*	\$151,000.00	\$9,533.00	\$6,073.75	<b>\$166,606.75</b>
Melba SD	\$75,000.00	\$9,533.00	\$1,253.96	<b>\$85,786.96</b>
Meridian SD	\$250,000.00	\$9,533.00	\$59,716.77	<b>\$319,249.77</b>
Minidoka SD*	\$151,000.00	\$9,533.00	\$6,540.18	<b>\$167,073.18</b>
New Plymouth SD	\$75,000.00	\$9,533.00	\$1,566.60	<b>\$86,099.60</b>
Richfield SD*	\$76,000.00	\$9,533.00	\$312.64	<b>\$85,845.64</b>
Sugar Salem SD*	\$101,000.00	\$9,533.00	\$2,475.81	<b>\$113,008.81</b>
*Includes \$1,000 for Edustat	<b>\$2,002,335.84</b>	<b>\$142,995.00</b>	<b>\$127,999.98</b>	<b>\$2,273,330.82</b>

***Success Examples Among ISEE Phase II Grantees***

✓ Anser Charter School

Since the beginning of this grant, Anser Charter School has been committed to the successful implementation of Schoolnet. On August 24<sup>th</sup>, they conducted a Teacher Turnaround Training lead by one of the elementary teachers; this event was well received (evidenced by a standing ovation for the presenter) as teachers increased understanding Schoolnet and its potential. The greatest success from this training was the fact that teachers were training each other, which is the long-term strategy for sustainability.



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✓ Buhl School District

On August 23<sup>rd</sup>, Buhl School District conducted a Teacher Turnaround Training. This training session took place in three different buildings throughout the district, and was led by teachers that had participated in a multi-day Schoolnet training. This approach to implementation is documented as a best practice to pass along to other grant districts that are looking to achieve similar outcomes.

✓ Kimberly School District

Superintendent Luke Schroeder has been working very closely with district faculty to move the implementation of Schoolnet forward. SDE ISEE Grant Coordinators attended the grant review meeting at the school district on August 13<sup>th</sup> and observed the succinct, action oriented district leadership delegate grant roles and responsibilities. Kimberly revised grant goals while also tying Pay-for-Performance measures to the creation of lesson and unit plans in Schoolnet. This best practice has been documented and disseminated to all grantees. The following is feedback from Kimberly regarding high points of grant activity so far:

*"The greatest success so far has been the number of people that have attended the summer trainings and the information gained."*

✓ Meridian School District

As the largest district in the state, Meridian School District has a big task to accomplish in training all of their teachers in the use of Schoolnet. Meridian held their annual Tech Expo on August 14<sup>th</sup>, and conducted multiple Schoolnet trainings which received significant attention among the teacher participants with upwards of 1,000+ in attendance.

✓ Minidoka School District

The small rural school district of Minidoka has been exceeding expectations for a number of weeks. Minidoka has a very deliberate correlation of aligning their budget with grant objectives and goals. Similar to their neighboring rural school district of Buhl, Minidoka has been a "best practice" example of an effective implementation process. The heart of Minidoka's success relates to their data business processes around clean (error free) ISEE data uploads, which allows for more attention focused on Schoolnet implementation in the classroom. The following is feedback from Minidoka regarding high points of grant activity thus far:

*"Our greatest success has come from EduStat and the excitement it generated. The Schoolnet trainings were also very rewarding, although I would have loved to take one representative from each building."*

✓ Cassia School District

Cassia has identified data reporting business processes as their main barrier to success in implementing Schoolnet. As such, Cassia is planning to assist secretaries throughout the district

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(the first step in collecting accurate student data) in understanding the ISEE upload process and the district software in place to enter clean (error free) ISEE data. The district utilized grant funds to establish a mini-training center to train secretaries on consistent data entry practices. Additionally, on August 20-21, 2012 Cassia hosted a Tech Expo which consisted of classroom technology, Discovery Education and Schoolnet trainings. Local media and local elected officials attended the expo, which aided in Cassia's goal of increasing community involvement in their integration efforts. The following is feedback from Cassia regarding high point of grant activity thus far:

*"Our involvement in SDE trainings for our teachers and tech staff has been invaluable. Specifically, Schoolnet trainings have provided most of the schools with staff members help support the initial implementation of our project."*

✓ Coeur d'Alene District

The Coeur d'Alene ISEE grant has been focused on how Schoolnet supports the implementation of the Common Core State Standards (CCSS), assessments and curriculum. This district has developed a comprehensive district-wide Schoolnet training program led by their implementation team. The following is feedback from Coeur d'Alene regarding the high point of their grant activity thus far:

*"Greatest success to date: Hiring key staff members and putting together a quality team. We have a strong willingness on behalf of team members to create the process while maneuvering change."*

### Challenges

Since the inception of the Instructional System Support grant from JKAF, the primary barrier to adoption can be summarized by resistance to change. Administrators and teachers are being asked to change the way they have done business for decades. New tools allow for increased efficiency and effectiveness in instruction; however use of these tools requires training, thoughtful planning and execution. Aside from change an interesting phenomena is occurring- 1) the SDE has been successful in generating interest in Schoolnet; 2) clean ISEE uploads are required for teacher access to Schoolnet; 3) given districts are not prepared to submit data to the SDE until mid-September / October, teacher frustration in not being able to access the tools within Schoolnet is mounting. As a result, for the first time, teachers are applying internal pressure on their district to submit accurate, timely data to the SDE. Prior to this, teachers had little or no investment in the quality of data districts submit to the SDE.

### Next steps

- Track grantee progress toward project goals, objectives, milestones and tasks.
- Ensure impeccable fiscal stewardship through careful review of grantee reimbursement

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requests.

- Track ISEE upload timeliness and quality and customize support to establish sound data processes.
- Track Schoolnet / Discovery usage rates by grantee and customize support to further imbed adoption.
- Continue to recruit and train ISEE Navigators and assign districts which maximize ISEE Navigator skill sets (technical troubleshooting, using data to differentiate instruction, assessment literacy, digital storytelling, etc...).
- Incorporate lessons learned to inform revisions to upcoming ISEE Phase II grant competition for FY14 (core requirements, mandatory budget items, eligibility requirements, etc...).

## Formative Assessment

### *Status Brief*

the 2011-2012 school year focused on selecting and adding quality assessment items to the Schoolnet ASSESS module (assessment item bank and mechanism for administering assessments). At present the SDE has added approximately 19,195 items to the Assess Module in Schoolnet. These are state-released summative assessment items from 23 states and national tests such as the National Assessment of Educational Progress (NAEP) and Programme for International Student Assessment (PISA). Items from Math and English Language Arts aligned to the Common Core State Standards have been the priority and make up just over 50% of the total number of items; additionally, approximately 25% of the items are in Science and Social Studies content areas which have been aligned to the Idaho Content Standards and the CCSS Content Literacy Standards as appropriate.

Idaho educators took part in item alignment and quality review workshops from December 2011 to June 2012 to ensure item bank fidelity and to explore the functionality of Schoolnet.

The following chart represents current status of numbers of items and content areas:

<i>Content Area</i>	<i>Year 1 Items in Schoolnet by June, 2012.</i>	<i>Year 2 Items current total* 9/15/2012</i>	<i>Percentage of Total Number of Items</i>
Math	7,208	9,839	51%
English Language Arts	3,382	4,538	24%
Science	3,210	3,763	20%
Social Studies	1,685	1,055	5%
TOTAL	15,485	19,195	
* The SDE has continued to align state released-items entered from June to September, 2012.			

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***Progress to Date***

An updated breakdown of assessments given at the district, and classroom level will be provided in the SDE's annual report (Due March 31, 2012) after school has been in session for several months so use can be accurately indicated. Teachers are being trained to create assessments in Schoolnet and deliver them both in and outside of Schoolnet. The data from performance assessments for example, taken and scored outside of Schoolnet, can then be added to Schoolnet and reflected in a student's digital backpack. Current professional development encourages teachers to have a balance of summative, interim, and formative assessment, which reflects best practice. In June 2012, 32,000 additional items were purchased from Discovery Education (after a rigorous review of item quality from a number of vendors) to compliment the state item bank. A focus of fall, 2012 is integrating these items into the Schoolnet ASSESS module.

The following reflects the goals, activities and level of completion for assessment development in Schoolnet for the 2011-2012 school year:

Goal	Activities	Level of Completion
a) The SDE will create a process for collection, entry, alignment, and review of assessment items for Schoolnet.	a) Permission request sent to departments of education throughout the nation requesting the use of state vetted, reliable and valid assessment items. b) Temporary employees hired and trained to input and format items. c) Alignment workshops created to provide professional development, which results in alignment and review of items by Idaho content specialists. d) Review and approve items for item bank.	100% complete.
b) The SDE will load approximately 15,000 items in the Schoolnet Assess Module across the subject areas of Math, English Language Arts (ELA), Science and Social Studies by June 29, 2012, with priority for Math and English Language Arts.	a) Alignment and review of 19,195 items has been completed, and these items have been added to the item bank.	100% complete.
c) The SDE will determine the number of items necessary for complete coverage of the Common Core State	a) Identified number of items necessary for coverage of the standards, by grade and content area using a formula that considers proficiency levels, number of	100% complete.

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Standards, and Idaho content standards by grade and content area.	opportunities to test, and safety of coverage. b) Purchase bank of items from vendor to address content areas.	
d) The SDE will design and deliver professional development around item alignment with the Common Core State Standards.  e) The SDE will plan and design staff development in assessment literacy for ISEE Phase II Grantees.	a) Provide assessment / alignment PD to Idaho content experts to develop expertise in assessment/standards alignment. b) Research external providers to assist in delivery of professional development in the area of assessment. c) Produce Assessment Literacy professional development modules.	100% complete (5 of 5 alignment workshops completed)  Trainings designed and executed: Classroom Assessment for Student Learning  Delivered to teachers provided in-district.
f) The SDE will design and provide professional development for non-grant sites at other venues.	a) Identify and implement "onboarding" requirements and support for non-grant districts to access and utilize the ASSESS module in Schoolnet.	b) 100% of planned sessions delivered, this goal continues for 2012-2013 c) Assessment Literacy session provided at EduStat (June 26, 2012) d) 3 – 3 hr. workshops in Formative Assessment provided at the Best Practices Institutes (July and Aug, 2012).

*Assessment Alignment Workshops*

Approximately 175 educators from 35 districts statewide participated in five assessment alignment workshops from December 2011 to June 2012. Participants in these workshops learned about the differences in summative, formative and interim assessment and focused on the implementation of the CCSS and Idaho State Standards. Participants were able to perform alignment in Schoolnet, creating excitement about the platform. Additionally, an overview of Schoolnet features was presented to demonstrate how the workshop tasks added to the use of ASSESS to support educators.

**Successes**

- In the span of 10 months over 19,000 items have been secured, aligned, and added to the Schoolnet Assessment item bank. This total will be 45,000 before the end of the calendar year with the inclusion of items purchased from Discovery Education.
- All Idaho districts have access to the ASSESS Module and the SDE has drafted a plan to support and prepare districts to secure an ISEE Phase II grant in the future.

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- 355 educators have taken part in Assessment Literacy professional development that will improve the use of Schoolnet and the appropriate implementation of assessment practices.
- Teachers and district personnel are recognizing the need for quality assessments and are benefitting from the assessment professional development. A reported 71% of respondents indicated that their assessment literacy knowledge had a moderate or high increase due to the training provided; 69% reported that their preparedness to use and apply this new knowledge is good or excellent.
- Schoolnet has been successful in creating an “All-District” shared item bank (through which districts can share items / tests with each other) to compliment the state item bank.
- An incentive program for teachers to utilize the Schoolnet ASSESS Module is in place and will be marketed to the field in October, 2012.

***Challenges / Barriers***

- The current assessment professional development providers ATI/Pearson lack flexibility in modifying the training based on survey feedback.
- Lack of ISEE upload data has prevented early September assessments from being given. Districts struggle with sending clean, timely data uploads. A plan to avoid this issue for September, 2013 is currently being crafted.
- Schoolnet has limitations on alignment of assessment items. Each item can only be aligned to one standard in a document; sometimes they appropriately align with several standards.
- The Schoolnet system is restrictive in accepting external items for the assessment item bank. Discovery Education and Schoolnet have had to problem-solve and troubleshoot errors to integrate items which have slowed the process.

***Next Steps***

Years 2 (2012-2013) and 3 (2013-2014) will focus on refining the assessment practices of ISEE Phase II grantees through professional development around implementing Schoolnet and strengthening assessment literacy knowledge and skills. The assessment item bank will continue to grow through the purchase of items, acquiring state-released items, and securing available Smarter Balanced Assessment Consortium (SBAC) sample items, which are born out of Common Core State Standards. The following goals are in place for 2012-2013:

- a. Increase awareness about formative assessment and other assessment types and promote alignment of the written, taught, and tested curriculum.
- b. Make optimal use of Schoolnet tools to the degree that student achievement is impacted.

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- c. Prepare for the Common Core State Standards and corresponding SBAC summative assessments by increasing assessment literacy and developing balanced assessment systems that reflect the intent of the Common Core.

The goals reflected above will be realized through the following strategies:

1. The SDE will continue designing and implementing professional development on Assessment Literacy.
2. SDE will provide support and guidance specific to assessment best practices to all ISEE Phase II Grantees.
3. The SDE will provide professional development and support on Assessment Literacy and Schoolnet to non-Grant districts (as time and resources allow- ISEE Phase II Grantees are priority).
4. The SDE is on target to incorporate 45,000 items in the Schoolnet Assess Module (SDE created and procured= 20,000 items, purchased from Discovery Education= 25,000).

### **Digital Content / Lesson Plan Creation**

#### ***Status Brief***

Discovery Education streaming digital content has been procured and successfully integrated in Schoolnet and is accessible to every teacher in the state of Idaho (upon a clean ISEE upload to the SDE). Through a combination of digital resources and professional development this partnership supports educators in Idaho as they create 21<sup>st</sup> century learning environments that engage and inspire student to reach their highest potential. Schools have access to Discovery Education Streaming Plus with over 200,000 digital learning objects that cover all curriculum areas, meet Common Core State Standards as well as Idaho State Standards.

Fifty Master Teachers in Idaho have been contracted to create exemplar lesson plans with imbedded digital content, aligned to CCSS and based upon Universal Design for Learning criteria. The exemplar library of 250 lessons will be available to all Idaho school districts on October 8, 2012 through Schoolnet.

*Note:* The Schoolnet Student Portal will provide access to Discovery Education Streaming Plus 24/7 to all K-12 Idaho students and their families through the Schoolnet Portal beginning in the winter of 2012.

#### ***Progress to Date***

The Discovery Education Streaming Idaho statewide contract was finalized May of 2012. From May of 2012 to September 16, 2012 the usage trends have increased significantly. These statistics indicate **6,528** logins during this four month period representing educator access to, and use of; **26,439** videos and segments, **404** articles and **2,695** images. Given many schools

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were not in session in July and August; summer use indicates Discovery Education is used for teacher planning and preparation.

Year to Date Discovery Education Streaming Usage Statistics

	Logins	Videos	Segments	Videos	Segments	Vids/Segs	Total Vids/Segs	Articles	Images
		Streamed	Streamed	Downloaded	Downloaded	Str/Dwn LH/NM			
Totals	6,528	8,106	13,044	1,189	2,202	1,898	26,439	404	2,695

*Teacher Testimony on Discovery Education-*

*"Discovery Education is a valuable and vital asset to my instruction and professional growth. I can count on Discovery to partner with me in learning about and using the latest technologies in my classroom."*

-Kim Miller, Star Elementary School, Meridian School District.

**Days of Discovery Regional Technology Conferences**

These training events are targeted toward Idaho educators and will occur in all six Idaho regions (maximum of 300 participants in each region) from September through November. This series of one-day conferences feature nationally recognized speakers from Discovery Education. Multiple conference sessions showcase ways to motivate students and transform lessons using the latest technology innovations in teaching for Idaho's 21<sup>st</sup> Century classroom. Topics include:

- Digital media and literacy
- Effective technology integration strategies
- Creative multimedia presentations
- Discovery Education's extensive streaming library available through Schoolnet
- Using Discovery media to increase student engagement

Incentives for teachers to participate in these Saturday events include a \$50 stipend or a Continuing Education Credit for the first 200 registrants.

**Day of Discovery Community Night Events**

The Day of Discovery (DOD) community nights will be conducted in 5 regions of the state to complement the Day of Discovery and to showcase the technology integration best practices of educators in the district/region. Discovery presenters and SDE staff join forces with the district educators to take families and community members on a technology best-practices tour. The Discovery Community Nights are held in concert with DOD training events and are intended to engage communities in schools.

**21<sup>st</sup> Century Classroom Incentives**

State Department has launched a program designed to incentivize lesson plan development and submission into Schoolnet, the promotion of Schoolnet and integration of technology in classroom instruction. The incentive program specifics include;



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- Exemplary 21<sup>st</sup> Century UDL Common Core State Standards Lesson/Unit Plan Awards
- Stipends for Day of Discovery attendance
- College credit for Day of Discovery
- Stipend for Discovery Community Night event teams
- Digital Student / Teacher Documentary Video Award exemplifying Idaho 21<sup>st</sup> Century Classroom Technology
- Digital Student Art Gallery and Fine Art Lesson Award

**Open Educational Resources (OER) Schoolnet State Resources**

An SDE partnership with Libraries Linking Idaho (LiLI), the Idaho Library research system, was established and a direct link has been provided through Schoolnet. LiLI provides library research resources free of charge to all Idaho teachers and students.

**Open Education Resources (OER) Cross Content and Tools**

239 individual OER resources have been vetted, approved and categorized by SDE staff for appropriateness, educational relevance and ease of use. The high quality OER digital resources, such as Thinkfinity, Kahn Academy, Library of Congress, CK-12 and texts are aligned to CCSS and are accessible to administrators, teachers. Students will have access in winter, 2012.

Two of the many Universal Design for Learning (UDL) OER resources listed within Schoolnet State Resources, which make learning accessible to all students free of charge, are My Study Bar- which provides text to speech, speech to text and word prediction accessibility and Bookshare- which provides free digital text to students with reading disabilities.

**21<sup>st</sup> Century Classroom Universal Design for Learning (UDL) Unit/Lesson Plan Template and Rubric**

The 21<sup>st</sup> Century Classroom Lesson Plan Template was developed to reflect the Charlotte Danielson Framework (Idaho's teacher evaluation standards) and the Principles of Universal Design for Learning. This lesson plan template incorporates all of the components found in the Charlotte Danielson Framework;

**Domain 1: Planning and Preparation**

- 1a: Demonstrating Knowledge of Content and Pedagogy
- 1b: Demonstrating Knowledge of Students
- 1c: Setting Instructional Goals
- 1d: Demonstrating Knowledge of Resources
- 1e: Designing Coherent Instruction
- 1f: Assessing Student Learning.

The 21<sup>st</sup> Century Classroom Universal Design for Learning lesson plan template incorporates an approach to instruction with three primary principles including;

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1. ***Multiple means of representation***, to give diverse learners options for acquiring information and knowledge,
2. ***Multiple means of action and expression***, to provide learners options for demonstrating what they know,
3. ***Multiple means of engagement***, to tap into learners' interests, offer appropriate challenges, and increase motivation.

The template was developed to facilitate the upload of lesson/unit plans to create a statewide database within Schoolnet. Lesson plans created by educators for submission into Schoolnet must include these components and are reviewed according to a rubric developed specifically for that purpose thereby assuring that any lesson available statewide through Schoolnet is of high quality and meets fidelity standards.

The 21<sup>st</sup> Century Classroom UDL Lesson Plan Template is based upon the latest research and was reviewed and affirmed by Idaho State Department of Education staff, Idaho Institutions of higher education and 61 representatives from 55 Idaho school districts.

**21<sup>st</sup> Century Master Teacher Program and 21<sup>st</sup> Century Classroom Lesson Plan Exemplar Library**

Fifty master teachers representing districts across Idaho were nominated by their administrators and selected to participate in the 21<sup>st</sup> Century Classroom Master Teacher Program. This cadre participated in an intensive training program which included Common Core State Standards, Principles of Universal Design for Learning, Lesson Plan Development and Integration of Technology into the Classroom including Schoolnet and Discovery Education Streaming. These fifty 21<sup>st</sup> Century Master Teachers were contracted by the SDE to create a library of 250 exemplar lessons which integrate; the Charlotte Danielson Framework, Principles of Universal Design for Learning (UDL), technology, and the CCSS where applicable. The exemplar library of 250 lessons will be available to all Idaho school districts on October 8, 2012 through Schoolnet.

***Successes***

- Discovery Education integrated in Schoolnet and accessible via single sign-on.
- Days of Discovery conferences in progress, completed events have garnered high levels of participant satisfaction.
- Exemplar lesson plan bank to be released on October 8, 2012.
- Schoolnet capabilities allow for lesson plan sharing district to district.
- Lesson / unit plan incentive program finalized and ready to be marketed.
- Extensive, free open educational resources have been aligned to standards are compiled in Schoolnet.

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### **Challenges**

- Teachers are unable to access Schoolnet, and the resources within it, until a clean ISEE upload is submitted to the SDE.
- There is a lack of archived training resources for unit planning.
- The Schoolnet tool for districts to upload their own curriculum is not fully functional.
- The broad scope of this project renders it difficult to meet all stakeholder expectations in the short term.

### **Next Steps**

- Release the Idaho Discovery Educator Network Blog (October, 2012), which is a platform enabling Idaho teachers to collaborate with educators throughout the world supported by Discovery Education.
- Release the Schoolnet Student Portal (Winter 2012).
- Release the 250 Exemplar Lesson Plan item bank (October 8, 2012).
- Execute Days of Discovery and regional district lead trainings (duration of 2012 / 2013 school year).

## **Building Effective Teachers and Leaders**

### **Status Brief**

*\*Many professional development activities specific to assessment, digital content, ISEE uploads and grant management are highlighted in other sections of this report. This section focuses on how the SDE, via Schoolnet, is facilitating state and district professional development strategies.*

Supporting the continuous improvement of teachers and leaders through high quality professional development and support was identified as a priority at the inception of this project. A strategy to overcome identifying and participating in scattered, disconnected trainings includes establishing a clear scope and sequence of offerings which can be identified through a comprehensive one-stop shop. The one-stop shop is now the Professional Development Planner module within Schoolnet.

### **Progress to Date**

At the recommendation of the Technology Task Force in 2011, the SDE started configuring the Professional Development Planner (PDP) module within Schoolnet as a consistent, relevant, and productive platform for a one-stop shop of professional development opportunities on a statewide basis.

The Schoolnet PDP was released to District Leadership in late July 2012, through a 'flipped' model of participation (archived webinars and planning to be implemented prior to the meeting) at the 2012 SDE Superintendent's Conference. Currently the SDE is working with Schoolnet on expanded PDP functionality as a State Level tool, while waiting for District ISEE

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uploads, which will enable teachers to view and register for the professional development opportunities. Access to Schoolnet via permissions in the ISEE data uploads is the first and most crucial step to using and acquiring the resources for educators. However, the SDE is able to utilize PDP for school district leadership, and has offered various opportunities across Students Come First, Assessment, Digital Content and Instructional Technology Divisions.

Since July 31, 2012, the SDE has offered over 100 Students Come First training activities through PDP in Schoolnet. Training highlights include six regional professional development sessions focused on building leadership capacity within districts, and understanding the resources available to support building and teacher leaders in Schoolnet. The teacher evaluation module of Schoolnet, Educator Development Suite (EDS), captures teacher evaluation data and recommends training, through PDP, based on the results of a teacher evaluation. EDS is currently being configured at the SDE and is slated to be released in Spring, 2012.

Professional Development for ISEE Phase II Grant Districts

Grantees were provided training focused on building their capacity to train and support district-wide implementation of Schoolnet and the integration of technology in classrooms. A train-the-trainer model was used by both Discovery Education and Schoolnet to assist in developing teachers and administrators skills to provide learning opportunities to their peers. Specific training included:

*Discovery Academy:* Four day workshops held in three locations in the state during the months of June and August, 2012. Each grantee district sent a team who have returned to their districts and begun training their peers.

Total number of Participants: **105**

*Schoolnet Certification Training:* Two day trainings held for both the Data/Report/Classroom Module and the Assess Administration Module in Schoolnet during the month of July, 2012 in three locations. Each district sent a team who have since returned to their districts and begun providing training to their colleagues.

Total number of participants:

Data/Report and Classroom Module: **100**

Assess Administration: **92**

Statewide Professional Development

A daylong, hands-on overview of Schoolnet was developed to provide administrators and teachers an opportunity to learn about the tools and resources available in Schoolnet.

A total of 28 one-day trainings were held in districts across the state throughout the months of May, June and August, 2012. Although these trainings were offered in populated areas such as Coeur d' Alene, Meridian and Idaho Falls, a concerted effort was put forth to reach rural areas of the state such as Kendrick, Arco, Dayton and Cottonwood, which was where the majority of these trainings occurred.

Locations of Schoolnet Training: **28** School Districts

Number of Participants: **1,100**

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*EduStat*

EduStat was a professional development conference held on June 26<sup>th</sup> and 27<sup>th</sup> in Boise. This event brought together educators and offered hands-on practice to put strategies and new ideas for technology integration and data-driven decision making in the classroom intended to improve educational practices and raise student achievement. **371** participants attended the event and it was / is accessible through live and archived streaming through the Idaho Education Network with support from Idaho Public Television.

The primary audience for EduStat was the ISEE Phase II grantee teams, who were required to send at least one attendee from each of the following areas in their district: leadership, curriculum, and instruction. The conference was also open to all districts throughout the state.

EduStat areas of focus included:

- “Flipping” the classroom
- Maximizing mobile computing devices for students
- Using data to differentiate and individualize instruction
- Assessment literacy for the 21<sup>st</sup> century
- Student-centered learning through classroom technology
- Schoolnet 101- tools in the system and how to use them

EduStat survey results:

75.5% of attendants agreed with the following statement- *“EduStat has improved my understanding of the current trends and best practices in using technology to prepare students for the 21<sup>st</sup> century.”*

82.7% of attendants agreed with the following statement- *“based on what I learned at this conference, I am committed to trying something new in the area of technology in my work.”*

More details about EduStat can be accessed at: [www.studentscomefirst.org/edustat.htm](http://www.studentscomefirst.org/edustat.htm)

***Successes***

- 100+ activities scheduled within PDP
- 100+ district leadership team members trained in Schoolnet functionalities and their relationship to improving classroom instruction.
- As of September 24, 2012, a total of 2,346 teachers and administrators have participated in one of the 112 training events related to Schoolnet that have occurred since the inception of the project.
- Average participant rating of trainings is 3.81 (on a scale of 1-4).

The following page of this document provides a snapshot of Schoolnet / Discovery trainings delivered between July 1, 2012 and September 29, 2012:

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**July Trainings**

SchoolNet Training – Buhl, 31<sup>st</sup>  
Using SchoolNet – Boise, 31<sup>st</sup>

**August Trainings**

SchoolNet Leadership – Boise, 1<sup>st</sup>  
Using SchoolNet – Boise, 2<sup>nd</sup>  
SchoolNet Training – Mountain Home, 2<sup>nd</sup>  
Using SchoolNet – Boise, 3<sup>rd</sup>  
Assessment Training – Minidoka, 7<sup>th</sup> - 8<sup>th</sup>  
Assessment Training – Melba, 9<sup>th</sup> – 10<sup>th</sup>  
Using SchoolNet – Challis, 9<sup>th</sup>  
Using SchoolNet – Rigby, 10<sup>th</sup>  
Using SchoolNet – West Jefferson, 13<sup>th</sup>  
Using SchoolNet – Lewiston, 15<sup>th</sup>  
Using SchoolNet – St. Maries, 16<sup>th</sup>  
Using SchoolNet – Post Falls, 17<sup>th</sup>  
Assessment Training – Buhl, 21<sup>st</sup> – 22<sup>nd</sup>  
Using SchoolNet – Kellogg, 23<sup>rd</sup>  
Teacher Turnaround Training – Buhl, 23<sup>rd</sup>  
Teacher Turnaround Training –  
Anser Charter, 24<sup>th</sup>

**September Trainings**

SchoolNet PD Training – Moscow, 11<sup>th</sup>  
Assessment Training – New Plymouth, 12<sup>th</sup>  
SchoolNet PD Training – Coeur d'Alene, 12<sup>th</sup>  
SchoolNet PD Training – Pocatello, 18<sup>th</sup>  
SchoolNet PD Training – Idaho Falls, 19<sup>th</sup>  
Balanced Assessment Training – Twin Falls, 20<sup>th</sup> - 21<sup>st</sup>  
Days of Discovery (DoD) – Post Falls, 22<sup>nd</sup>  
SchoolNet PD Training – Burley, 25<sup>th</sup>  
Assessment Training – Cassia, 26<sup>th</sup>  
SchoolNet PD Training – Meridian, 26<sup>th</sup>  
Assessment Training – Richfield, 27<sup>th</sup>  
Assessment Training – Sugar Salem, 28<sup>th</sup>  
Days of Discovery (DoD) – Twin Falls, 29<sup>th</sup>



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### **Challenges**

- ISEE Uploads- without an initial data upload, teachers are not able to access the PDP module in Schoolnet. Subsequently, the SDE is not able to display, register, or track PD events for teachers from August until early October. This is a major issue, and SDE and Schoolnet are presently conducting a business analysis process to ensure that teachers and leaders not only have immediate access to complete Schoolnet functionalities, including PDP, but also access to student data to inform and drive instructional practices.
- Schoolnet Functionality- Schoolnet was designed as district tool, not a state level tool. Currently Schoolnet is working to merge the functionality to make the module scale up to accommodate state requirements. There is progress in this area, but challenges remain.
- District buy in- it is incumbent upon district leadership to provision accounts within Schoolnet to ensure teachers are able to access the resources and data within the system. Too often district leaders fail to communicate with front line staff regarding the tools and resources provided by the SDE or take the required steps to enable access to resources such as Schoolnet.

### **Next Steps**

- The creation and dissemination of tutorial documents and quick start guides for emerging Schoolnet functionalities
- Configuration and fine tuning of the PDP module.
- In October, 2012 Schoolnet will release version 14.2 to Idaho which will address some limitations in PDP functionality.
- Engage all SDE staff to establish PDP as “training central” for all SDE activities.
- Gauge grantees issues and barriers and customize support and training address these issues.

## **Data Use Protocols, Policies, Practices and I.S.E.E. Integration**

### **Status Brief**

There are three critical areas of adoption regarding ISEE Phase II:

- a) The uploading of data from districts into the SDE’s longitudinal data system, ISEE
- b) The creation of ISEE user accounts
- c) Teacher / administrator access to their own data through Schoolnet

The Idaho State Department of Education is supporting districts with these adoption chokepoints with four key initiatives:

1. The facilitation of high quality district data collection policies and practices by the publication of an ‘ISEE Playbook’, and district visits to support its utilization.
2. The implementation of an ISEE Navigator Technical Team to coach districts in the management of their local systems.
3. The support of single sign-on functionality between district information systems and ISEE.
4. Intensive support, training and guidance for teachers and administrators which highlight how Schoolnet can be used in the classroom to inform instructional practice.

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***ISEE Data Background***

Historically, ISEE data uploads have been viewed as the responsibility of the district information technology departments rather than a student learning tracking and reporting tool for instructional program leaders. This has created an emphasis of gathering and correcting information at the time of ISEE submission (after the instruction has occurred) rather than planning for data collection and reporting prior to, and during execution of instructional programs. The SDE is focused on cultivating an internal value for timely and accurate data for districts to strengthen academic programs rather than collecting data to simply adhere to state and federal requirements through ISEE and Schoolnet.

Establishing effective strategies to assist districts with timely and accurate ISEE uploads involved observing and documenting various district data collection and reporting processes. The SDE concludes that successful ISEE upload districts have the following common characteristics:

1. *Leadership*-high functioning leadership teams drive better district outcomes, including success with ISEE uploads. Those district leadership teams that support data driven instruction which conceptually link the data contained in ISEE back to the instructional core are more successful at ISEE.
2. *Process management*-district teams that effectively manage core district processes, particularly those who cross organizational functional silos, are more successful at ISEE uploads. An example is the enrollment of students in a district. When registrars enter the same information into their systems the same way, and every program area does it the same for their systems (i.e. Special Education) ISEE uploads require minimal manual manipulation. When responsibilities for ISEE data element input is clearly communicated and measured as part of position job descriptions and evaluations, ISEE accuracy is increased.
3. *Communication*-districts with a formalized methodology of communication to all those involved in the collection of data have higher success with ISEE. Such as; frequent leadership team meetings to discuss ISEE challenges, consistent, coherent understanding of team members' organizational role, and frequent actionable feedback on their performance on the capture (data input) and utilization of data.
4. *Knowledge and Skills*-when the people involved in the ISEE data input and submission processes have sufficient knowledge and skills for the duties they have been assigned the result is successful uploads.
5. *Prioritization/financial resources*-districts who prioritize their financial and human resources in areas that support data driven instruction and the collection of high quality data are more successful at ISEE. Prioritization of activities such as; purchase of robust information systems (SIS, HR, Payroll, etc.), annual training of personnel in use of those systems, and the hiring of qualified individuals for the ISEE process.
6. *Motivation*-highly motivated teams which support individualized instruction and the use of data to evaluate the effectiveness of programs have more success at ISEE uploads. Success is found among leadership teams internally motivated to collect and report data on students, teachers and instructional programs, and who use the data to analyze and



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maximize the components and cross relationships between the three elements of the instructional core.

***Progress to Date***

The State Department of Education has deployed a number of initiatives and financial resources to assist school districts in developing the processes and internal capabilities to streamline access to Schoolnet and the submission of ISEE data. Programs currently in place or planned are;

1. *ISEE Playbook*-a district playbook was created and published to the ISEE website <http://www.sde.idaho.gov/site/isee> for district use in the planning of data collection and data governance.
2. *Navigators*- a subset of the ISEE Navigator team, those with technical backgrounds, has been created to assist districts with network and Student Information Systems (SIS) configurations.
3. *Single Sign-On*-the SDE is facilitating district deployment of single sign-on user accounts for ISEE, allowing district users to enter ISEE with the same user name and password that they use for district applications. The SDE has facilitated the implementation of single sign on in two ways; 1. State funded incremental award of \$9,533 to ISEE Phase II grantee districts specifically for the deployment of single sign-on capabilities. 2. State funded development (via contract) of a single sign-on deployment plan specific to each ISEE Phase II grantee. Of the fifteen ISEE Phase II grant districts, two have deployed single sign-on functionality (Meridian and Sugar Salem). All grantees have reported they will be prepared to install single sign-on by October 1, 2012.
4. *Sharing Best Practices*-Three ISEE Phase II grant districts have focused grant efforts on the streamlining of ISEE data collection and reporting. Minidoka (\$30,000), Kuna (\$10,000), and Cassia (\$8,500) school districts have allocated funds and/or services for ISEE data accuracy and completeness. The SDE team will share practices from these grant teams to other grant locations as they deploy the systems funded by their ISEE Phase II grant. Another example is the Data Quality System (DQS) developed in the Meridian School District. Meridian has developed a system which includes data validation rules and the data steward(s) for each element. As errors are identified the data input team is emailed a notice that they have a problem with their data input. If the person responsible for the data input does not respond, their supervisor is notified of the problem.
5. *ISEE Regional Coordinators*-The ISEE support team is fully staffed (4 full time people) and actively visiting school districts in the support of ISEE uploads.
6. *Back to School Toolkit*-. The SDE has published a Back to School Toolkit for teachers and school staff communicating the benefits of Students Come First and highlighting the tools and information available as part of Students Come First. This includes Schoolnet use to individualize instruction and utilization of data to inform instruction. It can be found at: <http://www.studentscomefirst.org/docs/2012TeacherToolkitFINAL.pdf>

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### ***Successes***

- The ISEE Action Plan has been published on ISEE webpage for district implementation.
- Technical ISEE Navigators- this subset has assisted district IT staff in network infrastructure design and in sharing ISEE upload best practices.
- Each grant district has an AD FS deployment plan and have committed to deploying AD FS / single sign-on by October 1, 2012.
- AD FS preparation work completed (SDE subcontract) for the fifteen ISEE Phase II grant districts.
- Incremental state funding to grant districts for implementation of AD FS (\$9,533 to each district for total of \$142,995).
- Business Analysis work has been completed for non-certified data uploads.
- Updated administration tool documentation has been published. This document assists districts instruct users on the process of creating ISEE accounts and mapping user accounts to EDUIDs (the unique identification codes for each user).

### ***Challenges***

- The non-certified data loading process was not completed prior to 2011-2012 school year start and districts are not prepared to submit ISEE certified loads to the SDE, and Schoolnet, prior to first day of instruction. Idaho is the first Schoolnet application integration with a statewide longitudinal data system (SLDS), rather than a Student Information System. Differences in data loading schedules and data elements with the SLDS have created challenges.
- Delineation of roles and responsibilities (both at the SDE and District level)- as ISEE matures into an operational system responsibilities for operational tasks and decisions are transitioning to instructional and program leadership and being integrated into their practices. This process has been slow and challenging.
- District process management - many districts lack clearly documented processes to identify and coordinate data reporting requirements for each program area and operate across functional silos, resulting in excessive data manipulation during ISEE reporting.
- The skill sets of district personnel vary greatly. Many districts have assigned the creation of ISEE files to non-technically oriented (administrative assistant) staff with little or no training due to lack of funding or locally available skilled candidates.
- ISEE metrics are not generally seen as process to measure and analyze program success, it is viewed as an IT function only.
- Regulatory issues per FERPA- Schoolnet functionality allowing teachers to see the longitudinal progression of individual students not in their classrooms was a violation of FERPA and resulted in restricting access.

### ***Next Steps***

- Continue gathering best practices regarding data collection and reporting processes via visits to districts and gleaning industry best practices and disseminate these across Idaho districts. Dissemination occurs via trainings, SDE Regional Ed Tech Coordinator activity, ISEE Navigator contact and electronic document sharing.

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- Timely loading of ISEE data into Schoolnet as soon as possible after it is submitted by districts.
- Establish a smaller file weekly upload process to capture student / teacher movement in between full ISEE uploads.
- Expand and formalize the ISEE Navigator technical deployment plan.
- Ongoing communication with Idaho LEADs.

## **Sustainability**

### ***Status Brief***

Sustainability for sound data management and Schoolnet adoption in the classroom centers on district culture, policy and practice. The current grantee cohort has begun incorporating the priorities of the grant project in their business practices and their teachers are very interested in real-time data and resources to improve instruction. Although a slow process, evidence of districts imbedding the processes and tools made possible, and required, by this project translate into long-term systems change.

### ***Ongoing Efforts***

The following is evidence of how grant districts are incorporating the goals of this project into the fabric of district operations and culture and indicate a commitment to sustainability beyond the life of the grant.

### ***Policy***

- Lesson plan creation and delivering assessments as a local measure for district pay-for-performance bonuses.
- Districts having success with ISEE uploads have made data quality a priority by incorporating ISEE data quality into principal performance evaluations.

### ***Support***

- Grantee districts have utilized state-funded classroom technology to maximize use of digital content within Schoolnet (Discovery Ed, Kahn Academy, etc...) through interactive white boards, projectors and handheld devices.
- Grantees are establishing a train-the-trainer model to establish “in-house experts” on Schoolnet and ISEE thereby decrease reliance on external resources to continually improve.
- The SDE’s “Data / Schoolnet Coaches” are titled ISEE Navigators and their role is to coach and mentor grantee districts in reaching their grant goals. Most ISEE Navigators are Capacity Builders (charged with assisting districts in school improvement), as such the power of Schoolnet is being communicated to the larger group of Capacity Builders and used as a tool to support school improvement to districts not associated with this grant project by individuals not involved in the ISEE Navigator program. In other words, ambassadors of Schoolnet are emerging.

### *Culture*

Grantees realizing the greatest success benefit from strong leadership that emphasizes the opportunities Schoolnet offers and organizes district resources and attention (highlighting what is working well, recognizing teachers on the cutting edge) to maximize the opportunities.

- Examples include hosting tech expos for the community, large teacher turnout for summer and weekend trainings, providing state-funded grants to teachers for classroom technology, posting student tech project videos, loosening district network filtering guidelines to expand access, districts self-organizing into consortia to provide each other classes via the IEN and establishing a one-to-one ratio of mobile computing devices to high school students prior to the state solution being deployed.

### ***Next Steps***

Emphasis on sustainability for grantees will increase as this school year progresses. The goals and objectives of grantees focus on processes and practices which, once implemented and adopted, will become part of the culture of how districts do business. The same approach is occurring at the SDE. The challenge is that in addition to overcoming known barriers, districts require support and encouragement to have the flexibility and commitment to overcome the unforeseen barriers. The SDE Schoolnet implementation is focused on supporting grantees in this process.

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**SUBJECT**

Temporary and Proposed Rule - IDAPA 08.02.01.151, Rules Governing Administration, Negotiations

**REFERENCE**

August 11, 2011                      M/S (Luna/Soltman): To approve the proposed rule changes to IDAPA 08.02.01.151 Rules Governing Administration, Negotiations, as submitted.

November 3, 2011                      M/S (Luna/Terrell): I move to approve Pending Rule Docket 08-0201-1101, as submitted. A roll call vote was taken, motion carried unanimously.

**APPLICABLE STATUTE, RULE, OR POLICY**

Section 33-1272, 33-1273A, and 67-2343 through 67-2347, Idaho Code  
Idaho Administrative Code, IDAPA 08.02.01.151, Negotiations

**BACKGROUND/DISCUSSION**

In 2011, the State Board of Education approved and the Idaho Legislature subsequently passed, a rule (Docket 08-0201-1101) clarifying aspects of collective bargaining and negotiations found in the Students Come First laws. On November 6, 2012, Idaho voters repealed the Students Come First laws.

This rule change would return this section of Idaho Administrative Code to the language that appeared prior to Docket 08-0201-1101's passage and prior to the Students Come First laws.

**ATTACHMENTS**

Attachment 1 – IDAPA 08.02.01.151, Rules Governing Administration      Page 3

**BOARD ACTION**

I move to approve the temporary and proposed rule change to IDAPA 08.02.01.151, Rules Governing Administration, Negotiations, as submitted.

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

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**IDAPA 08  
TITLE 02  
CHAPTER 01**

**08.02.01 - RULES GOVERNING ADMINISTRATION**

**151.    NEGOTIATIONS.**

**01.    ~~Open Meeting.~~** For the purposes of Section 33-1273A, Idaho Code, all open meeting negotiations shall adhere to Sections 67-2340 through 67-2344 and 67-2346 through 67-2347, Idaho Code, including posting notices and agendas. In addition, notices and agendas shall be posted on the main page of the school district's website. (3-29-12)

**02.    ~~Collective Bargaining Limited to Compensation and Benefits.~~** Items that may be included in master contracts or negotiated agreements shall be limited to the specific items defined under the terms "Compensation" and "Benefits" under Section 33-1272, Idaho Code. For the purposes of the definition of "Compensation" as stated in Section 33-1272, Idaho Code, the term "salary" means: (3-29-12)

**a.**~~Any monies provided through public funding that are paid to an employee pursuant to an employment contract, the form of which is approved by the Superintendent of Public Instruction pursuant to Section 33-513, Idaho Code; and~~ (3-29-12)

**b.**~~The process by which the school district board of trustees will determine local student achievement share awards pursuant to Section 33-1004I, Idaho Code.~~ (3-29-12)

**c.**~~The inclusion of any other items in a master contract or negotiated agreement is hereby prohibited. Any items included in violation of this provision are hereby declared null, void and of no force or effect.~~ (3-29-12)

**1521. -- 199.    (RESERVED)**

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**SUBJECT**

Temporary and Proposed Rule- IDAPA 08.02.02.120, Rules Governing Uniformity, Local District Evaluation Policy

**REFERENCE**

August 11, 2011                      M/S (Luna/Goesling): To approve the Proposed Rule changes to IDAPA 08.02.02.120 Rules Governing Uniformity, Local District Evaluation Policy, as submitted. Motion carried unanimously.

November 3, 2011                      M/S (Luna/Edmunds): I move to approve Pending Rule Docket 08-0202-1106, as amended. A roll call vote was taken, motion carried unanimously.

**APPLICABLE STATUTE, RULE, OR POLICY**

Sections 33-513 and 33-514, Idaho Code  
Idaho Administrative Code, IDAPA 08.02.02.120, Local District Evaluation Policy

**BACKGROUND/DISCUSSION**

The Students Come First laws required that parent input be included in teacher and school-based administrator evaluations and that at least fifty percent (50%) of administrator and teacher evaluations be based on growth in student achievement, as determined by the board of trustees. In 2011, the State Board of Education approved and the Idaho Legislature subsequently passed, a rule (Docket 08-0202-1106) clarifying the parent input and growth in student achievement requirements for administrator and teacher evaluations. The rule also made the domains and components of the teacher evaluation framework consistent with Charlotte Danielson's Framework for Teaching Second Edition (as referenced in the rule). On November 6, 2012, Idaho voters repealed the Students Come First laws.

This rule change would return this section of Idaho Administrative Code to the language that appeared prior to Docket 08-0201-1106's passage and prior to the Students Come First laws, with the exception of the corrections to the domains and components of the Charlotte Danielson Framework for Teaching Second Edition, which were not directly related to the Students Come First laws.

**ATTACHMENTS**

Attachment 1 – IDAPA 08.02.02.120, Rules Governing Uniformity                      Page 3

**BOARD ACTION**

I move to approve the temporary and proposed rule change to IDAPA 08.02.02.120, Rules Governing Uniformity, Local District Evaluation Policy, as submitted.

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

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**IDAPA 08  
TITLE 02  
CHAPTER 02**

**08.02.02 - RULES GOVERNING UNIFORMITY**

**120. LOCAL DISTRICT EVALUATION POLICY.**

Each school district board of trustees will develop and adopt policies for teacher performance evaluation in which criteria and procedures for the evaluation of certificated personnel are research based and aligned to Charlotte Danielson's Framework for Teaching Second Edition domains and components of instruction. The process of developing criteria and procedures for certificated personnel evaluation will allow opportunities for input from those affected by the evaluation; i.e., trustees, administrators and teachers. The evaluation policy will be a matter of public record and communicated to the certificated personnel for whom it is written. (3-29-10)

**01. Standards.** Each district evaluation model shall be aligned to state minimum standards that are based on Charlotte Danielson's Framework for Teaching Second Edition domains and components of instruction. Those domains and components include: (3-29-10)

- a.** Domain 1 - Planning and Preparation: (3-29-10)
  - i. Demonstrating Knowledge of Content and Pedagogy; (3-29-10)
  - ii. Demonstrating Knowledge of Students; (3-29-10)
  - iii. Setting Instructional Goals Outcomes; (3-29-12)
  - iv. Demonstrating Knowledge of Resources; (3-29-10)
  - v. Designing Coherent Instruction; and (3-29-10)
  - vi. Designing Student Assessments. (3-29-12)
- b.** Domain 2 - The Classroom Environment: (3-29-12)
  - i. Creating an Environment of Respect and Rapport; (3-29-10)
  - ii. Establishing a Culture for Learning; (3-29-10)
  - iii. Managing Classroom Procedures; (3-29-10)
  - iv. Managing Student Behavior; and (3-29-10)
  - v. Organizing Physical Space. (3-29-10)
- c.** Domain 3 - Instruction and Use of Assessment: (3-29-10)
  - i. Communicating with Students; (3-29-12)
  - ii. Using Questioning and Discussion Techniques; (3-29-10)

**STATE DEPARTMENT OF EDUCATION  
DECEMBER 13, 2012**

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- iii. Engaging Students in Learning; (3-29-10)
- iv. Using Assessment in Instruction; and (3-29-12)
- v. Demonstrating Flexibility and Responsiveness. (3-29-12)
- d. Domain 4 - Professional Responsibilities:** (3-29-10)
  - i. Reflecting on Teaching; (3-29-10)
  - ii. Maintaining Accurate Records; (3-29-10)
  - iii. Communicating with Families; (3-29-10)
  - iv. Participating in a Professional Community; (3-29-12)
  - v. Growing and Developing Professionally; and (3-29-10)
  - vi. Showing Professionalism. (3-29-10)

**02. ~~Parent Input.~~** ~~Input from the parents and guardians of students shall be considered as a factor in the evaluation of any school based certificated employees. For such certificated employees on a Category A, B or grandfathered renewable contract, this input shall be part of the first portion of the evaluation (as stipulated in 33-514(4), Idaho Code,) that must be completed before February 1 of each year (Section 33-513 and 33-514, Idaho Code).~~ (3-29-12)(\_\_\_\_)

**03. ~~Student Achievement.~~** ~~For evaluations conducted on or after July 1, 2012, all certificated employees must receive an evaluation in which at least fifty percent (50%) of the evaluation results are based on objective measures of growth in student achievement as determined by the board of trustees. This student achievement portion of the evaluation shall be completed by the end of the school year in which the evaluation takes place (Section 33-513 and 33-514, Idaho Code).~~ (3-29-12)(\_\_\_\_)

**042. Participants.** Each district evaluation policy will include provisions for evaluating all certificated employees identified in Section 33-1001, Idaho Code, Subsection 16, and each school nurse and librarian. Policies for evaluating certificated employees should identify the differences, if any, in the conduct of evaluations for nonrenewable contract personnel and renewable contract personnel. (3-29-12)(\_\_\_\_)

**053. Evaluation Policy - Content.** Local school district policies will include, at a minimum, the following information: (4-1-97)(\_\_\_\_)

**a.** Purpose -- statements that identify the purpose or purposes for which the evaluation is being conducted; e.g., individual instructional improvement, personnel decisions. (4-1-97)

**b.** Evaluation criteria -- statements of the general criteria upon which certificated personnel will be evaluated. (4-1-97)

**c.** Evaluator -- identification of the individuals responsible for appraising or evaluating certificated personnel performance. The individuals assigned this responsibility should have received training in evaluation. (4-1-97)

**d.** Sources of data -- description of the sources of data used in conducting certificated personnel evaluations. For classroom teaching personnel, classroom observation should be included as one (1) source of data. (4-1-97)

**e.** Procedure -- description of the procedure used in the conduct of certificated personnel evaluations. (4-1-97)

**STATE DEPARTMENT OF EDUCATION  
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**f.** Communication of results -- the method by which certificated personnel are informed of the results of evaluation. (4-1-97)

**g.** Personnel actions -- the action, if any, available to the school district as a result of the evaluation and the procedures for implementing these actions; e.g., job status change. Note: in the event the action taken as a result of evaluation is to not renew an individual's contract or to renew an individual's contract at a reduced rate, school districts should take proper steps to follow the procedures outlined in Sections 33-513 through 33-515, Idaho Code in order to assure the due process rights of all personnel. (4-1-97)

**h.** Appeal -- the procedure available to the individual for appeal or rebuttal when disagreement exists regarding the results of certificated personnel evaluations. (4-1-97)

**i.** Remediation -- the procedure available to provide remediation in those instances where remediation is determined to be an appropriate course of action. (4-1-97)

**j.** Monitoring and evaluation. -- A description of the method used to monitor and evaluate the district's personnel evaluation system. (4-1-97)

**k.** Professional development and training -- a plan for ongoing training for evaluators/administrators and teachers on the districts evaluation standards, tool and process. (3-29-10)

**l.** Funding -- a plan for funding ongoing training and professional development for administrators in evaluation. (3-29-10)

**m.** Collecting and using data -- a plan for collecting and using data gathered from the evaluation tool that will be used to inform professional development. (3-29-10)

**n.** A plan for how evaluations will be used to identify proficiency and define a process that identifies and assists teachers in need of improvement. (3-29-10)

**o.** A plan for including all stakeholders including, but not limited to, teachers, board members, and administrators in the development and ongoing review of their teacher evaluation plan. (3-29-10)

**064. Evaluation Policy - Frequency of Evaluation.** The evaluation policy shall include a provision for evaluating all certificated personnel on a fair and consistent basis. ~~All contract personnel shall be evaluated at least once annually.~~

**075. Evaluation Policy - Personnel Records.** Permanent records of each certificated personnel evaluation will be maintained in the employee's personnel file. All evaluation records will be kept confidential within the parameters identified in federal and state regulations regarding the right to privacy (Section 33-518, Idaho Code). (4-1-97)(\_\_\_\_)

**121. -- 129. (RESERVED)**

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**AUDIT COMMITTEE  
DECEMBER 3, 2012**

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<b>TAB</b>	<b>DESCRIPTION</b>	<b>ACTION</b>
<b>1</b>	<b>FY 2012 FINANCIAL STATEMENTS REVIEW</b>	Motion to approve
<b>2</b>	<b>FY 2012 COLLEGE and UNIVERSITIES' FINANCIAL RATIOS</b>	Information item
<b>3</b>	<b>AMENDMENT TO BOARD POLICY</b> Section V.Y. Compliance Programs – Second Reading	Motion to approve

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**AUDIT COMMITTEE  
DECEMBER 13, 2012**

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**SUBJECT**

Presentation of audit findings by the Board's external auditor

**APPLICABLE STATUTE, RULE OR POLICY**

Idaho State Board of Education Bylaws, Section V.H.4.f.

**BACKGROUND/DISCUSSION**

The Board contracts with Moss Adams LLP, an independent certified public accounting firm, to conduct the annual financial audits of Boise State University, Idaho State University, University of Idaho, Lewis-Clark State College, and Eastern Idaho Technical College. FY 2012 is the eighth year that Moss Adams has conducted audits of the financial statements for the colleges and universities.

The audits are conducted in accordance with Generally Accepted Government Auditing Standards and include an auditor's opinion on the basic financial statements.

**IMPACT**

The external auditor, Moss Adams, will present their audit findings.

**STAFF COMMENTS AND RECOMMENDATIONS**

In October, institution management presented their financial statements to the Audit Committee and Board staff. Moss Adams conducted a review of their audit findings with members of the Audit Committee, Business and Human Resources Committee and Board staff. Board members were subsequently provided the audit reports and financial statements.

**BOARD ACTION**

I move to accept from the Audit Committee the Fiscal Year 2012 financial audit reports for Boise State University, Idaho State University, University of Idaho, Lewis-Clark State College, and Eastern Idaho Technical College, as presented by Moss Adams LLP.

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

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**AUDIT  
DECEMBER 13, 2012**

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**SUBJECT**

FY 2012 College and Universities' Financial Ratios

**BACKGROUND/DISCUSSION**

The ratios presented measure the financial health of the institution and include the composite index comprised of four ratios. The ratios are designed as a management tool to measure financial activity and trends within an institution. They do not lend themselves to comparative analysis between institutions because of the varying missions and current initiatives taking place at a given institution. An important caveat is that affiliated entities (e.g. foundations) are reported as component units in the college and universities' financial statements. Foundation assets in particular may have a material affect on an institution's ratios even though foundation assets are not liquid for purposes of institutional operating expenses. As such, the institutions' respective ratios may be artificially inflated by foundation assets. That said, these ratio benchmarks are the industry standard, and no benchmarks have been developed which exclude affiliated entity assets.

Ratio	Measure	Benchmark
Primary reserve	Sufficiency of resources and their flexibility; good measure for net assets	.40
Viability	Capacity to repay total debt through reserves	1.25
Return on net assets	Whether the institution is better off financially this year than last	6.00%
Net operating revenues	Whether institution is living within available resources	2.00%
Composite Index	Combines four ratios using weighting	3.0

**IMPACT**

The ratios and analyses are provided in order for the Board to review the financial health of each institution and to show the relative efficiency of their enterprise.

**ATTACHMENTS**

Boise State University	Page 3
Idaho State University	Page 4
University of Idaho	Page 5
Lewis-Clark State College	Page 6

**STAFF COMMENTS AND RECOMMENDATIONS**

The institutions will present a brief analysis of the financial ratios and be available for questions by the Board.

**AUDIT**  
**DECEMBER 13, 2012**

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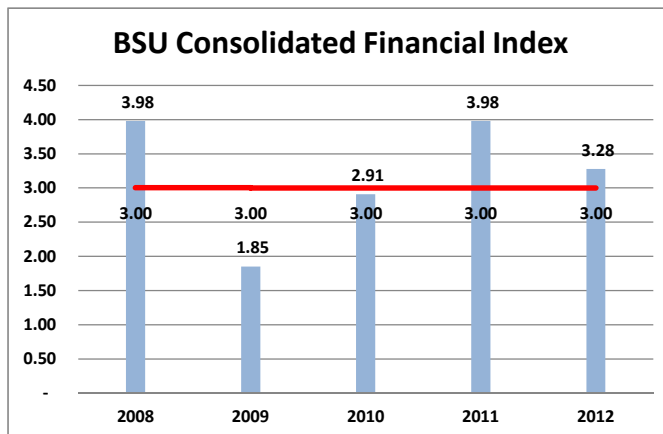
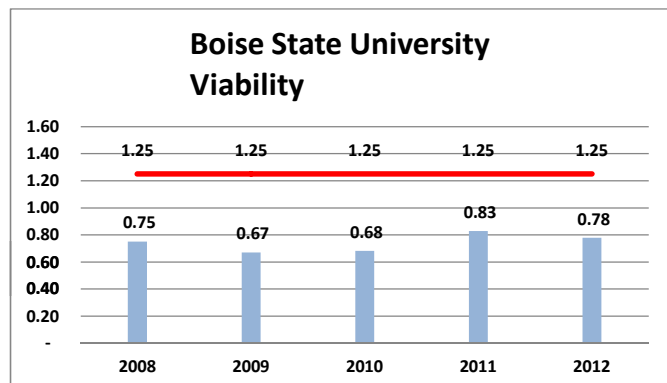
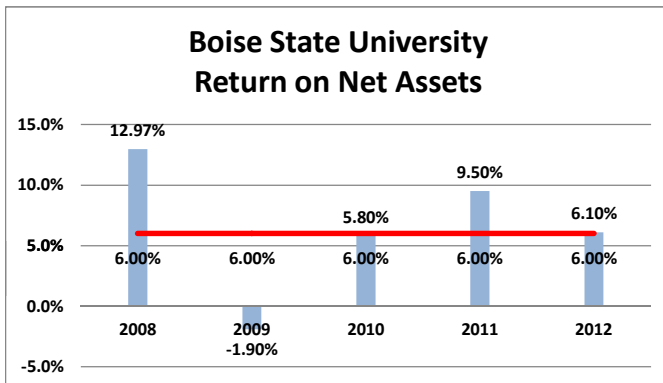
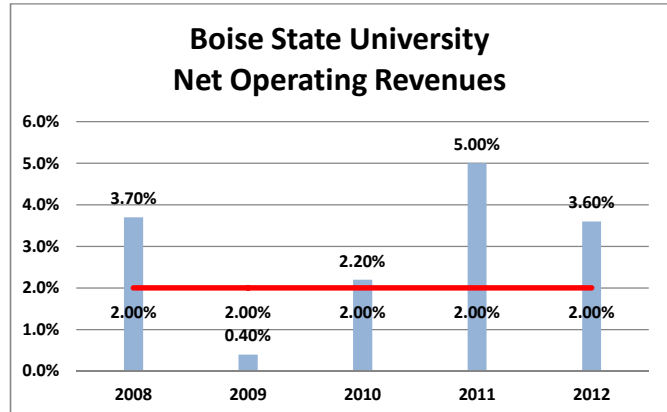
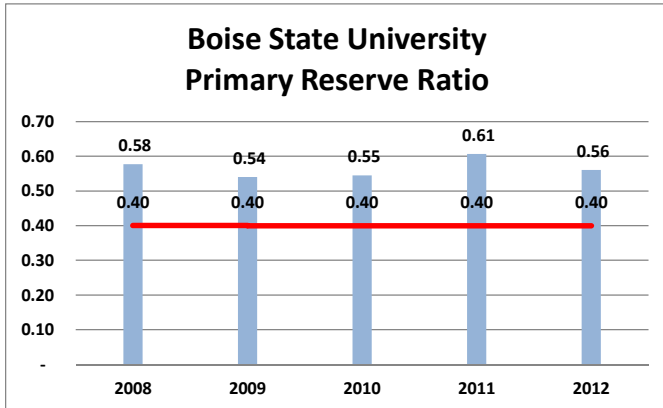
**BOARD ACTION**

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

## Boise State University

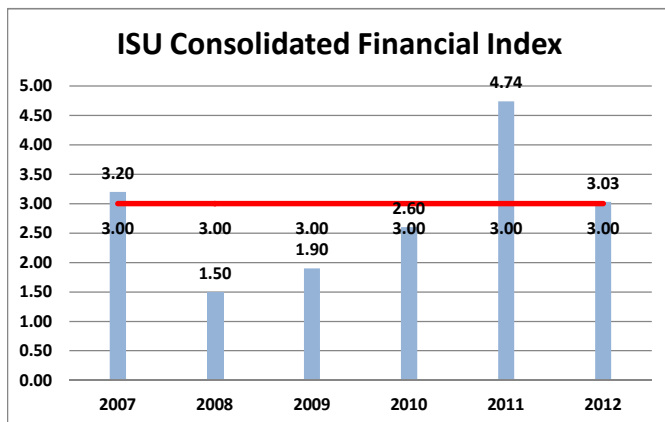
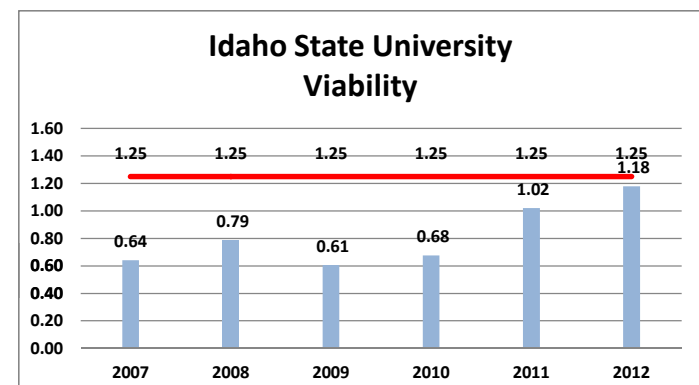
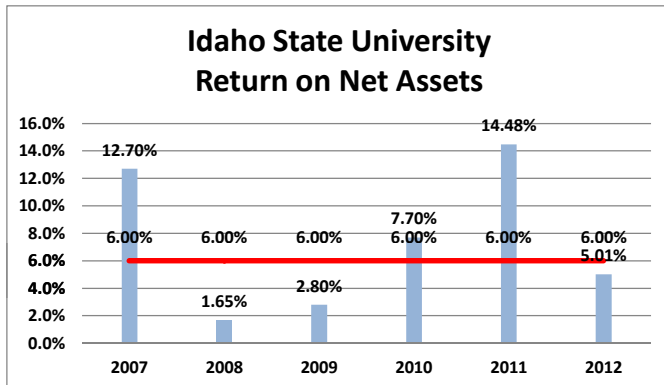
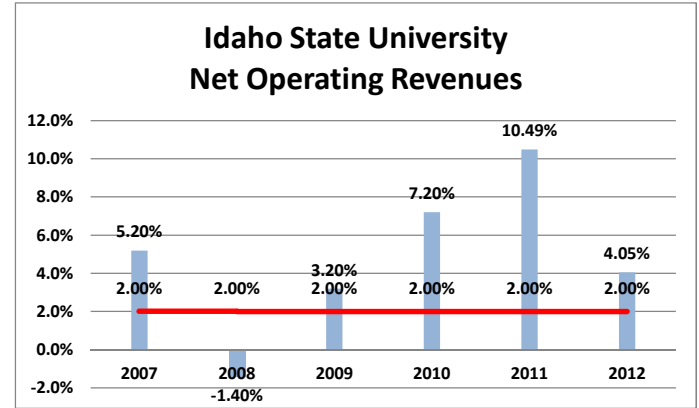
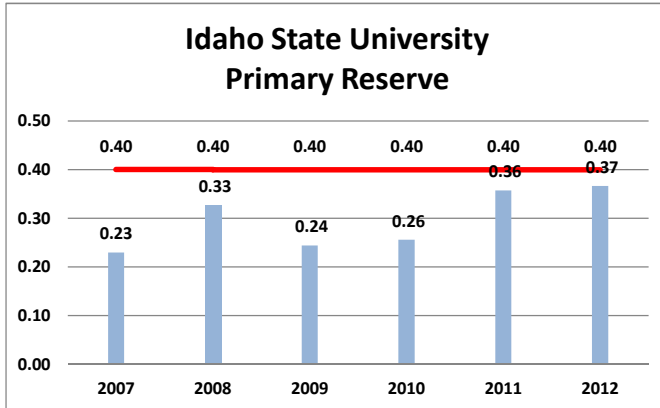
	2008	2009	2010	2011	2012	Benchmark
Primary Reserve	0.58	0.54	0.55	0.61	0.56	0.40
Net Operating Revenues	3.7%	0.4%	2.2%	5.0%	3.6%	2.00%
Return on Net Assets	13.0%	-1.9%	5.8%	9.5%	6.1%	6.00%
Viability	0.75	0.67	0.68	0.83	0.78	1.25
CFI	3.98	1.85	2.91	3.98	3.28	3.0

\* 2008 was restated for FASB cu presentation



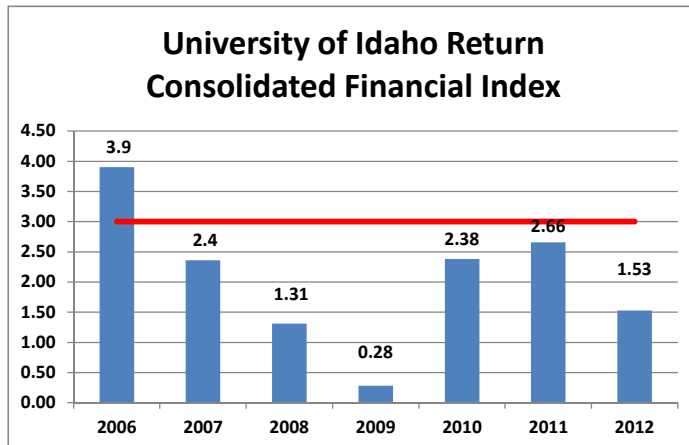
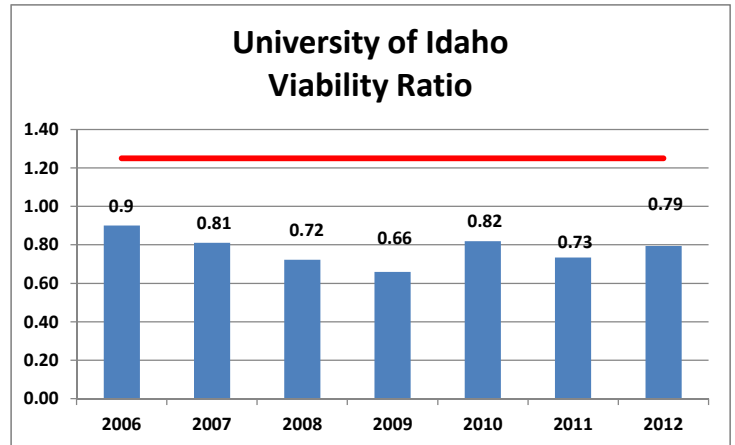
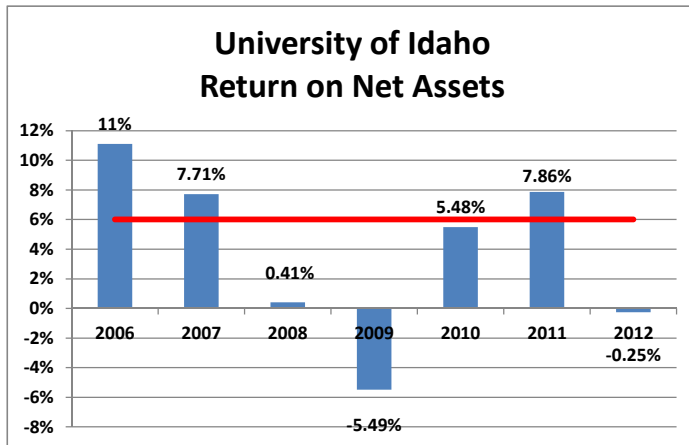
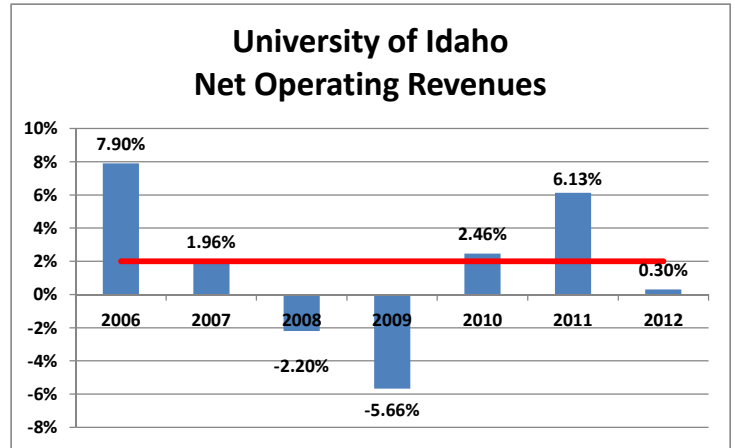
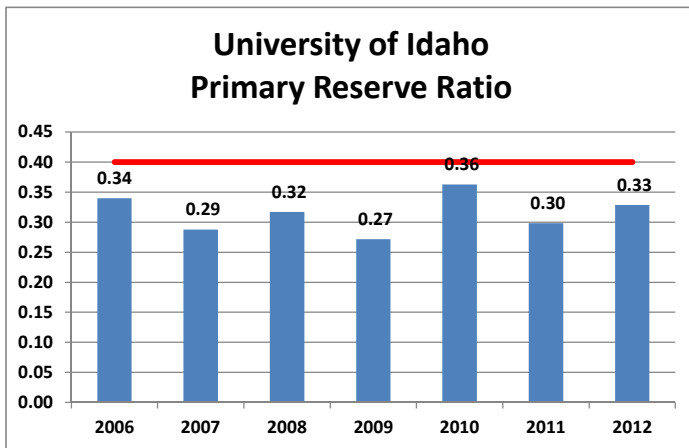
## Idaho State University

	2007	2008	2009	2010	2011	2012	Benchmark
Primary Reserve	0.23	0.33	0.24	0.26	0.36	0.37	0.40
Net Operating Revenues	5.2%	-1.40%	3.20%	7.20%	10.49%	4.05%	2.00%
Return on Net Assets	12.7%	1.65%	2.80%	7.70%	14.48%	5.01%	6.00%
Viability	0.64	0.79	0.61	0.68	1.02	1.18	1.25
CFI	3.2	1.5	1.9	2.6	4.74	3.03	3.0



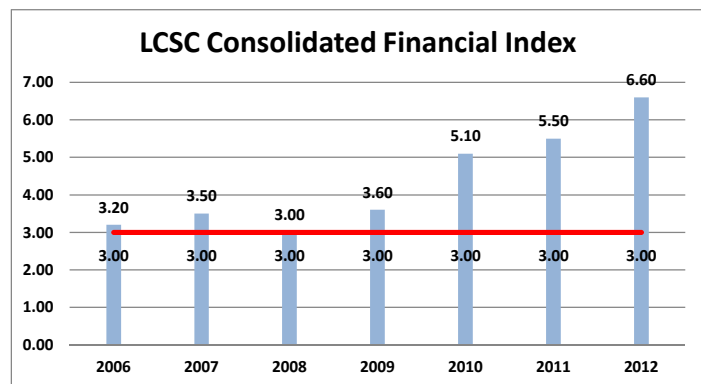
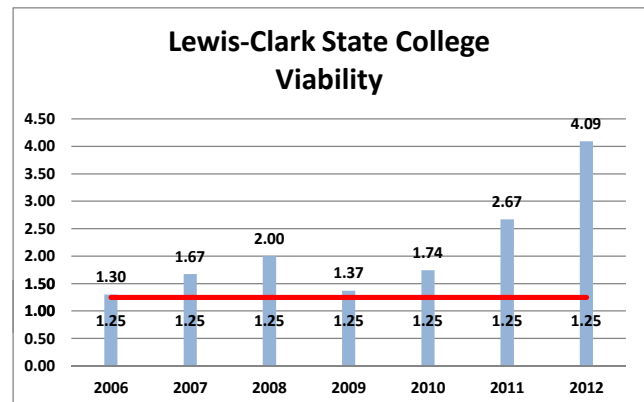
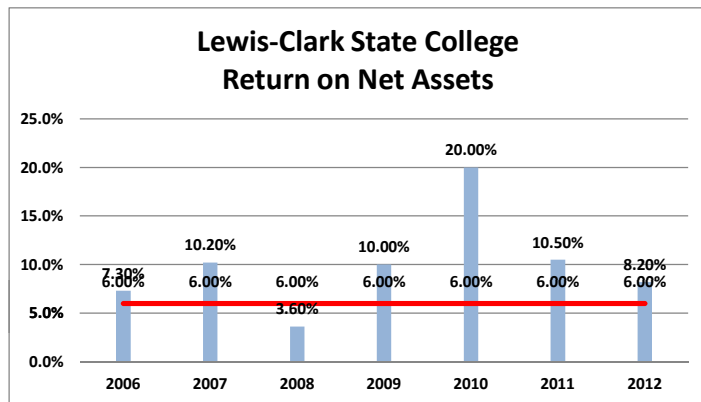
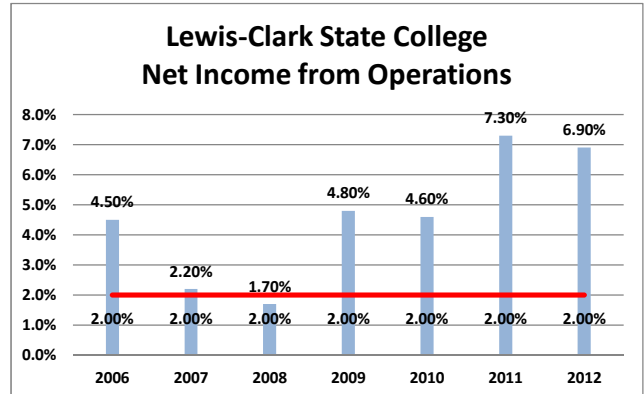
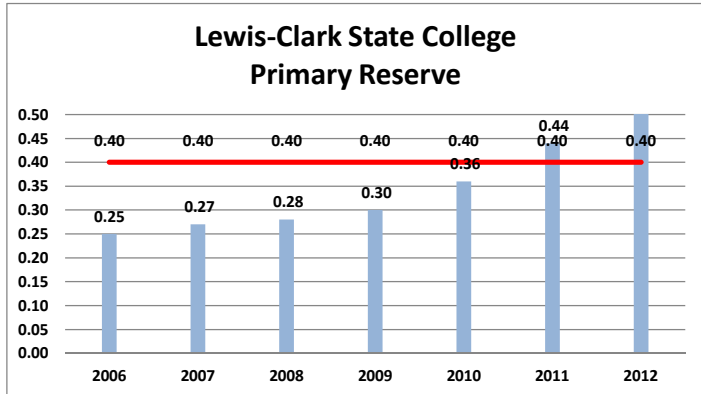
### University of Idaho - CFI Ratios - FY 2006 thru 2012

	2006	2007	2008	2009	2010	2011	2012	Benchmark
Primary Reserve Ratio	0.34	0.29	0.32	0.27	0.36	0.30	0.33	0.40
Net Operating Revenues	7.90%	1.96%	-2.20%	-5.66%	2.46%	6.13%	0.30%	2.00%
Return on Net Assets	11%	7.71%	0.41%	-5.49%	5.48%	7.86%	-0.25%	6.00%
Viability	0.9	0.81	0.72	0.66	0.82	0.73	0.79	1.25
CFI	3.9	2.4	1.31	0.28	2.38	2.66	1.53	3.0



## Lewis-Clark State College

	2006	2007	2008	2009	2010	2011	2012	Benchmark
Primary Reserve	0.25	0.27	0.28	0.30	0.36	0.44	0.53	0.40
Net Operating Revenues	4.5%	2.20%	1.70%	4.80%	4.60%	7.30%	6.90%	2.00%
Return on Net Assets	7.3%	10.20%	3.60%	10.00%	20.00%	10.50%	8.20%	6.00%
Viability	1.3	1.67	2.00	1.37	1.74	2.67	4.09	1.25
CFI	3.2	3.5	3.0	3.6	5.1	5.5	6.6	3.0





**AUDIT**  
**DECEMBER 13, 2012**

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**SUBJECT**

Board Policy V.Y. – Compliance Programs – second reading

**REFERENCE**

August 2010

Board was briefed on Audit Committee project to make policy recommendation for proper financial oversight and control, including such issues as codes of ethics or conduct, conflict of interest policy, and whistle-blower or other internal or external reporting procedures.

August 2012

Board approved 1<sup>st</sup> reading of new Board Policy V.Y.

**BACKGROUND / DISCUSSION**

The Audit Committee has been reviewing compliance and reporting processes and procedures by the institutions since 2010. The Committee directed staff and general counsel for the three universities to develop recommendations for a flexible structure to ensure compliance issues flow up to the Committee through a single point of contact or compliance officer. This included guidelines which would provide consistency for the institutions to follow in 1) deciding whether an investigation is warranted, and 2) if an investigation is required, what are the guidelines for performing the investigation.

**IMPACT**

Approval of revisions will constitute final adoption.

**ATTACHMENTS**

Attachment 1- Board Policy Section V.Y.

Page 3

**STAFF COMMENTS AND RECOMMENDATIONS**

There were no changes from the first reading. Staff recommends approval.

**BOARD ACTION**

I move to approve the second reading of the proposed new section, Board Policy V.Y., as presented in attachment 1.

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

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**Idaho State Board of Education**  
**GOVERNING POLICIES AND PROCEDURES**  
**SECTION: V. FINANCIAL AFFAIRS**  
**Subsection: Y. Compliance Programs**

**December 2012**

**1. General**

The Board is committed to ethical conduct and to fostering a culture of compliance with the laws and regulations which apply to the institutions and agencies under its governance.

**2. Compliance Program**

Each institution shall designate a chief compliance officer, approved by the Audit Committee (Committee), and shall ensure that the institution establishes a compliance audit program to be approved by the Committee which must address, at a minimum, the following:

- a. A code of ethics which applies to all employees.
- b. A published and widely disseminated list or index of all major compliance areas and responsibilities, and to categorize and prioritize these compliance areas and responsibilities by considering the risks, probability, and negative impact of potential events.
- c. A mechanism for coordinating compliance oversight, monitoring and reporting. This includes a management level group or individual with authority to examine compliance issues and assist the chief compliance officer in investigating, monitoring, and assessing compliance and/or recommending policies or practices designed to enhance compliance.
- d. A means of assuring institutional policies are regularly reviewed for compliance with current federal and state laws and regulations and Board policies.

**3. Reporting**

- a. The chief compliance officer of each institution will prepare and submit a semi-annual compliance report, on a confidential basis, to Board counsel and the Committee noting all material compliance matters occurring since the date of the last report, and identifying any revisions to the institution's compliance program.

For purposes of this policy, a compliance matter shall be considered material if:

- The perception of risk creates controversy between management and the internal auditor.
- It could have a material impact on the financial statements.
- Is or could be a matter of significant public interest or exposure.
- It may be reported in an external release of financial information.
- It relates to key controls over financial information that are being designed or redesigned, have failed, or otherwise are being addressed by the organization.

**Idaho State Board of Education**  
**GOVERNING POLICIES AND PROCEDURES**  
**SECTION: V. FINANCIAL AFFAIRS**  
**Subsection: Y. Compliance Programs**

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**December 2012**

- It involves fraud related to management.
  - It involves potential financial liability in excess of \$25,000
- b. Notwithstanding the foregoing, a material compliance matter must be reported to the Committee as soon as reasonably practicable if it could involve potential financial liability in excess of two hundred thousand dollars (\$200,000). A de minimus compliance matter need not be reported to the Committee at any time. A violation will be considered de minimus if it involves potential financial liability of less than twenty-five thousand dollars (\$25,000) and is a matter that has not been recurring or is not otherwise indicative of a pattern of noncompliance.
- c. Compliance concerns at agencies under the governance of the Board shall be reported to the Committee by the Board's Executive Director when, in his/her discretion, the matter presents extraordinary ethical, legal, or fiduciary responsibilities or obligations.

**BUSINESS AFFAIRS AND HUMAN RESOURCES  
DECEMBER 13, 2012**

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<b>TAB</b>	<b>DESCRIPTION</b>	<b>ACTION</b>
<hr/>		
	<b>AMENDMENT TO BOARD POLICY</b>	
<b>1</b>	Section II.G. – Policies Regarding Faculty – Second Reading	Motion to approve
<hr/>		
	<b>AMENDMENT TO BOARD POLICY</b>	
<b>2</b>	Section II.H. – Coaching Personnel – Second Reading	Motion to approve
<hr/>		
	<b>BOISE STATE UNIVERSITY</b>	
<b>3</b>	Multi-Year Employment Agreement – Neil Resnick, Co-Head Women’s Gymnastics Coach	Motion to approve
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	<b>BOISE STATE UNIVERSITY</b>	
<b>4</b>	Amendment to Boise State University Supplemental Pension Plan	Motion to approve
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	<b>BOISE STATE UNIVERSITY</b>	
<b>5</b>	Salary Continuation Benefit for Adjunct Faculty	Motion to approve
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	<b>UNIVERSITY of IDAHO</b>	
<b>6</b>	Multi- Year Employment Agreement – Jeff Beaman Director of Tennis	Motion to approve
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**BUSINESS AFFAIRS AND HUMAN RESOURCES**  
**DECEMBER 13, 2012**

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**SUBJECT**

II.G. Policies Regarding Faculty (Institutional Faculty Only) – Second Reading

**REFERENCE**

February 2012	Board approved second reading for II.G. Policies Regarding Faculty (Institutional Faculty Only)
October 2012	Board approved first reading for II.G. Policies Regarding Faculty (Institutional Faculty Only)

**APPLICABLE STATUTE, RULE, OR POLICY**

Idaho State Board of Education Governing Policies & Procedures, Section II.G. Policies Regarding Faculty (Institutional Faculty Only)

**BACKGROUND/DISCUSSION**

Board Policy II.G.6 is intended to provide coverage for the acquisition and evaluation of tenure for institutional faculty. Specifically, Board Policy II.G.6 (e), provides that in granting tenure, the chief executive officer will consider the evaluations of each candidate by a committee appointed for the purpose of annual evaluations and tenure status.

Currently, Board Policy II.G.6 (e) requires the composition of the committee to include students and non-tenured faculty. Institutions would like to amend the policy to make that representation optional. In May 2012, the Council on Academic Affairs and Programs considered the proposed policy amendments and recommended approval.

**IMPACT**

The amendments to Board Policy II.G.6 (e) will allow institutions to begin reorganizing their tenure evaluation committees.

**ATTACHMENTS**

Attachment 1 – II.G Policies Regarding Faculty, 2nd reading

Page 3

**STAFF COMMENTS AND RECOMMENDATIONS**

There were no changes between first and second reading. Staff recommends approval as presented.

**BOARD ACTION**

I move to approve the second reading of amendments to Board Policy II.G. Policies Regarding Faculty (Institutional Faculty Only) as presented.

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

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**GOVERNING POLICIES AND PROCEDURES****SECTION: II. HUMAN RESOURCES POLICIES AND PROCEDURES****Subsection: G. Policies Regarding Faculty (Institutional Faculty Only)      December 2012****1. Letters of Employment**

- a. All faculty employees serve pursuant to employment contracts. The employment contract must include the period of the appointment, salary, pay periods, position title, employment status and such other information as the institution may elect to include in order to define the contract of employment. Non-tenured faculty employees have no continued expectation of employment beyond their current contract of employment. Each faculty employee must acknowledge receipt and acceptance of the terms of the employment contract by signing and returning a copy to the institution initiating the offer of appointment. Failure or refusal of the faculty employee to sign and return a copy of the employment contract within the time specified in the contract is deemed to be a rejection of the offer of employment unless the parties have mutually agreed in writing to extend the time. Nothing in this paragraph prohibits the institution from extending another offer to the employee in the event the initial offer was not signed and returned in a timely manner. Any alteration by the employee of the offer is deemed a counter-offer requiring an affirmative act of acceptance by an officer authorized to enter into contracts of employment binding the institution. Each contract of employment must include a statement to the following effect and intent: "The terms of employment set forth in this letter (contract) of employment are also subject to the Governing Policies and Procedures of the State Board of Education (or the Board of Regents of the University of Idaho, in the case of the University of Idaho), and the policies and procedures of (the institution)."
- b. Term of Appointment - All non-tenure faculty employees have fixed terms of employment. Except as provided herein, no contract of employment with such an employee may exceed one (1) year. The institutions may implement policies allowing for multi-year contracts for certain classifications of non-tenure track faculty members. Such policies must include, at a minimum, the following requirements: (1) no contract of appointment may exceed three (3) years without prior Board approval; (2) all multi-year employment contracts shall be approved in writing by the institution's Chief Executive Officer or designee; and (3) all multi-year contracts must be reported to the Board at the next regular meeting. Employment is subject to satisfactory annual performance review with informal review at the end of each semester.

A multi-year contract shall also state that it may be terminated at any time for adequate cause, as defined in Section II.L. of Board policy, or when the Board declares a state of financial exigency, as defined in Section II.N. of Board policy. The contract shall also state that it may be non-renewed pursuant to Section II.G.5. of Board policy.

Employment beyond the contract period may not be legally presumed. Reappointment of a faculty employment contract is subject solely to the discretion of the chief executive officer of the institution, and, where applicable, of the Board.

**GOVERNING POLICIES AND PROCEDURES****SECTION: II. HUMAN RESOURCES POLICIES AND PROCEDURES****Subsection: G. Policies Regarding Faculty (Institutional Faculty Only)      December 2012**

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- c. Non-tenured faculty and tenured faculty, who serve pursuant to contracts of employment or notices (letters) of appointment containing a stated salary are not guaranteed such salary in subsequent contracts or appointments, and such salary is subject to adjustment during the contract period due to financial exigency (as provided for in Section II.N of Board Policy) or through furlough or work hour adjustments (as provided for in section II.B.2.c of Board Policy).
- d. Faculty Rank and Promotion
  - i. There are four (4) primary faculty ranks at each institution: (a) professor, (b) associate professor, (c) assistant professor, and (d) instructor. Each institution may establish additional faculty ranks, specify the title of each rank, and delineate the requirements for each faculty rank so established. Recommendations for additional faculty ranks must be submitted by the chief executive officer to the Board for approval.
  - ii. Faculty rank, including initial appointment to faculty rank and any promotion to a higher rank at an institution, is located in a department or equivalent unit.
  - iii. Each institution must establish criteria for initial appointment to faculty rank and for promotion in rank at the institution. Such criteria must be submitted to the Board for approval, and upon approval must be published and made available to the faculty.
  - iv. Persons who have made substantial contributions to their fields of specialization or who have demonstrated exceptional scholarship and competence or appropriate creative accomplishment of recognized outstanding quality may be appointed to faculty rank without satisfying established institutional criteria for initial appointment or promotion, provided that the qualifications of such individuals have been reviewed in accordance with institutional procedures and the appointment is recommended by the chief executive officer and approved by the Board.
  - v. A non-classified employee may hold faculty rank in a department or equivalent unit in which rank has previously been established by the institution. A non-classified employee may be granted rank at the time of appointment or subsequent thereto, or may be promoted in rank, if such employee meets the criteria for rank as established by the institution and approved by the Board.

**GOVERNING POLICIES AND PROCEDURES****SECTION: II. HUMAN RESOURCES POLICIES AND PROCEDURES****Subsection: G. Policies Regarding Faculty (Institutional Faculty Only)      December 2012****2. Compensation****a. Salary**

All initial salaries for faculty employees are established by the chief executive officer, subject to approval by the Board where applicable. Payment in addition to regular salaries must be authorized by the chief executive officer and reported to the Board. The Board may make subsequent changes for faculty employee positions or may set annual salary guidelines and delegate to its executive director authority to review compliance with its annual guidelines. Any annual salary increase outside Board guidelines requires specific and prior Board approval before such increase may be effective and paid to the employee. With the exception of the chief executive officers, and other positions whose appointment is a reserved Board Authority, approval of salaries shall be effective concurrently with Board approval of annual operating budgets for that fiscal year.

**b. Salaries, Increases and other Compensation related items**

- i. For purposes of categorizing faculty employees for salary and reporting purposes, the following definition applies: Faculty includes all persons whose specific assignments customarily are made for the purpose of conducting instruction, research, or public service as a principal activity (or activities), and who hold the following academic rank or titles of professor, associate professor, assistant professor, instructor, lecturer, or the equivalent of any of these academic ranks. Report in this category deans, directors, or the equivalents, as well as associate deans, assistant deans, and executive officers of academic departments (chairpersons, heads, or the equivalent) if their principal activity is instructional. Do not include student teaching or research assistants or medical interns or residents. (For reporting purposes, deans, associate deans, and assistant deans are included in the executive/administrative category.)
- ii. Credited State Service/Full Time Status - A faculty member employed for an academic year and paid over a twelve-month period will be credited with twelve (12) months of state service. For all benefit status determinations and calculations, faculty members shall be considered full time, year round employees of the employing institution as long as the employee's teaching; research and service duties are commensurate with the full time faculty work load assignment as defined by the employing institution.
- iii. Pay Periods - All faculty employees, including those on academic year appointments, are paid in accordance with a schedule established by the state controller.

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- iv. Automobile Exclusion - Unless expressly authorized by Board policy, no faculty employee will receive an automobile or automobile allowance as part of his/her compensation.

**3. Annual Leave**

- a. Only faculty members serving twelve (12) month appointments earn annual leave. Such annual leave shall be earned in the same manner as for non-classified employees.
- b. Pursuant to section 59-1606(3), Idaho Code, when a faculty member has accrued annual leave for service on a 12 month appointment, and subsequently such faculty member returns to a faculty position of less than 12 months where annual leave does not accrue, then the institution may pay the faculty member, as supplemental pay, the accrued annual leave balance.

**c. Sabbatical Leave**

**i. Eligibility**

A sabbatical leave may be granted at the discretion of the chief executive officer to a tenured faculty member (or a professional-technical faculty member) who has completed at least six (6) years of full-time service at an institution. A sabbatical leave may not be awarded to the same faculty member more than once in any six (6) academic years and sabbatical leave time is not cumulative. Sabbatical leave proposals must be submitted, reviewed, and processed according to policies and procedures established at each institution. A sabbatical leave may be used for the purpose of acquiring new professional skills and updating professional skills or conducting research. Sabbatical leave awards are fully dependent on the availability of appropriate funding.

**ii. Term**

The term of a sabbatical leave is either one (1) academic semester at full pay or two (2) semesters at half pay.

**iii. Condition**

Each faculty member who is granted a sabbatical leave must serve at the institution for at least one (1) academic year after completion of the sabbatical unless the chief executive officer approves a waiver of the requirement.

**iv. Report on Sabbatical Leave**

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By the end of the first semester following return to the institution from a sabbatical leave, the faculty member must submit a written account of sabbatical activities and accomplishments to the academic vice president.

v. Report to the Board

The chief executive officer must report the names of faculty members awarded sabbatical leaves and a brief statement of the purposes of each sabbatical in their semi-annual report to the Board

4. Performance Evaluation

- a. Annual Evaluation - Each year the chair of a department must submit to the dean of the chair's college an evaluation of each faculty member in the department. This evaluation, together with the input of higher administrators, will be used as (1) basis for the final recommendation relative to reappointment, non-reappointment, acquisition of tenure, or other personnel action, whichever is appropriate. The chairman must communicate an assessment of strengths and weaknesses to each faculty member evaluated.
- b. Evaluation Criteria - Evaluation of faculty should be made in terms of the individual's effectiveness. Each institution shall publish its criteria for annual evaluation and ensure that all members of the faculty have access to the criteria.
- c. Any written recommendations that result from evaluation of a faculty employee will be given to the employee and a copy will be placed in the employee's file.
- d. Each institution must develop policies, procedures, and measurement instruments to be used in the evaluation by students of faculty teaching effectiveness.

5. Non-renewal of Non-tenured Faculty Members

- a. Notice of non-renewal must be given in writing and in accordance with the following standards:
  - i. First Year Of Service - Not later than March 1 of the first full academic year of service if the appointment is not to be renewed at the end of the academic year; or if a one-year appointment terminates during an academic year and is not to be renewed, at least three (3) months in advance of its termination.
  - ii. Second Year of Service - Not later than December 15 of the second full academic year of service if the appointment is not to be renewed at the end of the academic year; or, if the appointment terminates during an academic year and is not to be renewed, at least six (6) months in advance of its termination.

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- iii. Three (3) Or More Years Of Service – Not later than July 15 preceding the academic year at the end of which the appointment is to be terminated; or, if the appointment terminates during an academic year and is not to be renewed, at least twelve (12) months in advance of its termination.
- iv. Failure to provide timely notice of non-renewal because of mechanical, clerical, or mailing error does not extend or renew the letter or contract of employment for another term, but the existing term of employment will be extended to provide the employee with a timely notice of non-renewal.
- v. Financial Exigency - Notice of non-renewal is not required when the Board has authorized a reduction in force resulting from a declaration of financial exigency and a non-tenured faculty member is to be laid off. In that event, notice of layoff must be given as provided under the policies for reduction in force.

**b. Request For Review**

- i. Non-renewal is not subject to investigation or review except that the employee may request an investigation or review to establish that written notice was or was not received in accordance with the time requirements set forth in this section. In such cases, the investigation or review will be concerned only with manner and date of notification of non-renewal. The employee must request such investigation or review in writing of the chief executive officer within fifteen (15) days of receipt of the written notice of non-renewal.
  - ii. Provided, however, that if the non-tenured faculty member presents bona fide allegations and evidence in writing to the chief executive officer of the institution that the non-reappointment was the result of discrimination prohibited by applicable law, the non-tenured faculty member is entitled to use the internal discrimination grievance procedure to test the allegation. In such cases, the same procedures, burden of proof, time limits etc. as set forth for the grievance of non-renewal by non-classified employees shall be used (see subsection F).
- c. Non-tenured faculty members who are notified that they will not be reappointed or that the succeeding academic year will be the terminal year of appointment are not entitled to a statement of reasons upon which the decision for such action is based. No hearing to review such a decision will be held.

**6. Tenure**

- a. Tenure Defined - Tenure is a condition of presumed continuous employment following the expiration of a probationary period and after meeting the appropriate criteria. After tenure has been awarded, the faculty member's

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service may be terminated only for adequate cause; except in the case of retirement or financial exigency as declared by the Board; in situations where extreme shifts of enrollment have eliminated the justification for a position; or where the Board has authorized elimination or substantial reduction in a program. Tenure status is available only to eligible, full-time institutional faculty members, as defined by the institution. All faculty appointments are subject to the approvals as required in Board policy. Nontenured members of the faculty are appointed to term appointments pursuant to subsection G1. Any commitment to employ a nontenured member of the faculty beyond the period of his or her current term of appointment is wholly ineffective.

b. Acquisition of Tenure

- i. Professional-Technical Faculty hired under the division of professional-technical education prior to July 1, 1993 who were granted tenure may retain tenure in accordance with these policies. Individuals hired under the Division of Professional-Technical education subsequent to July 1, 1993 are hired and employed as nontenure track faculty and will:
  - 1) be afforded the right to pursue promotion; and
  - 2) be considered and granted an employment contract in accordance with these policies and be subject to continued acceptable performance and/or the needs of the institution; and
  - 3) be afforded on opportunity to serve on institutional committees.
- ii. Academic faculty members, after meeting certain requirements, established by the employing institution, may acquire tenure. Each institution shall develop policies for the acquisition of tenure that are consistent with this general philosophy and policy statement of the Board. Acquisition of tenure is not automatic, by default or defacto, but requires an explicit judgment, decision, and approval. A faculty member is eligible to be evaluated for the acquisition of tenure after having completed four (4) full years of academic employment at the institution, although tenure may be awarded prior to completion of this initial eligibility period in certain exceptional cases as provided in Board Policy II.G.6.d.iv.1). In addition, an academic faculty member must be evaluated for the acquisition of tenure not later than the faculty member's sixth (6th) full academic year of employment at the institution. In certain exceptional cases a faculty member may petition for extension of the timeline for tenure due to extenuating circumstances as provided in Board Policy II.g.6.d.iv.2).

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- c. Notification - An individual eligible for tenure must be informed, by proffered written contract, of appointment or nonappointment to tenure not later than June 30 after the academic year during which the decision is made. In case of denial of tenure, the faculty member must be given a written notice that tenure was denied.
- d. Standards of Eligibility for Tenure
  - i. Annual Appointments - Until the acquisition of tenure, all appointments are made for a period not to exceed one (1) year. Prior to the award of tenure, employment beyond the annual term of appointment may not be legally presumed.
  - ii. Service in Professional Rank - All satisfactory service in any professorial rank may be used to fulfill the time requirement for acquiring tenure. Each institution must develop criteria and rules by which prior service may be evaluated for inclusion in experience necessary for acquiring tenure.
  - iii. Service in Instructor Rank - A maximum of two (2) years satisfactory service in the rank of instructor at the institution will be allowed in partial fulfillment of the time requirement in the professorial ranks. Faculty members who hold the rank of instructor may be eligible for tenure status if provided for by the institution even though they teach in fields that have established professorial ranks.
  - iv. Exceptional Cases
    - 1) Tenure may be awarded prior to completion of the usual eligibility period in certain exceptional cases. In such cases, the burden of proof rests with the individual.
    - 2) Extension of the tenure review period may be granted in certain exceptional cases. In such cases the faculty member must formally request such an extension and indicate the reason for the request. An institution that permits an extension of the tenure review period must include in its policies the procedure a faculty member must follow to request such an extension, and the basis for determining the modified timeline for review.
- e. Evaluation For Tenure - It is expected that the chief executive officer, in granting tenure, will have sought and considered evaluations of each candidate by a committee appointed for the purpose of annual evaluations or tenure status. Such committee must include tenured faculty. It may also include non-tenured faculty; student representation; and one (1) or more representatives from outside the department. Each member of the committee



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has an equal vote on all matters. The committee must give proper credence and weight to collective student evaluations of faculty members, as evidenced by an auditing procedure approved by the chief executive officer. The recommendation of the committee will be forwarded in writing through appropriate channels, along with written recommendations of the department chairperson or unit head, dean, and appropriate vice president, to the chief executive officer, who is responsible for making the final decision.

- f. Award of Tenure - The awarding of tenure to an eligible faculty member is made only by a positive action of the chief executive officer of the institution. The president must give notice in writing to the faculty member of the approval or denial of tenure. Notwithstanding any provisions in these policies to the contrary, no person will be deemed to have been awarded tenure because notice is not given
- g. Periodic Performance Review of Tenured Faculty Members - It is the policy of the Board that at intervals not to exceed five (5) years following the award of tenure to faculty members, the performance of tenured faculty must be reviewed by members of the department or unit and the department chairperson or unit head. The review must be conducted in terms of the tenured faculty member's continuing performance in the following general categories: teaching effectiveness, research or creative activities, professional related services, other assigned responsibilities, and overall contributions to the department.
  - i. Procedures for periodic review - Each institution must establish procedures for the performance review of tenured faculty members at the institution. Such procedures are subject to the review and approval of the Board. Each year the academic vice president or designee is responsible for designating in writing those tenured faculty members whose performance is subject to review during the year.
  - ii. Review standards - Each institution may establish its own internal review standards subject to approval by the Board. Absent such institutional standards, the institution must use the following standards.

If during the periodic review, the performance of a tenured faculty member is questioned in writing by a majority of members of the department or unit, the department chairperson or unit head, the appropriate dean, the appropriate vice president, or the chief executive officer, then the appropriate vice president or equivalent administrator must decide whether a full and complete review must be conducted in accordance with the procedures established for the initial evaluation for tenure at the institution. If during the periodic review, the performance of a tenured faculty member is not questioned in writing, members of the department or unit and the department chairperson or unit head must prepare a written

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review statement that the performance review has been conducted and that a full and complete review is not required.

- iii. Exception for Associate Professors in the Promotion Process - Generally, the promotion from the rank of associate professor to full professor is considered no earlier than the fifth full year after attaining the rank of associate professor, which is generally contemporaneous with the granting of tenure. In such cases, if review for promotion to full professor is scheduled during the fifth, sixth or seventh full year after the award of tenure then the promotion review may, if it meets substantially similar criteria and goals of the post tenure review, take the place of the periodic performance review described here.
- iv. Termination of employment - If, following a full and complete review, a tenured faculty member's performance is judged to have been unsatisfactory or less than adequate during the period under review, the chief executive officer may initiate termination of employment procedures for the faculty member. In other words, an unsatisfactory or less than adequate performance rating shall constitute adequate cause for dismissal.
- h. Dismissal for Adequate Cause - Tenured faculty members may be dismissed for adequate cause as provided for in Subsection L of this Section.
- i. Tenure for Academic Administrators
  - i. "Academic administrators," for purposes of this topic, means the chief executive officer/presidents, chief academic officers/provosts, vice provosts or equivalent of the institutions, the deans, associate/assistant deans, and department chairs of the academic units of the institutions, and the vice presidents for research of the institutions, and shall not include persons occupying other administrative positions.
  - ii. An employee with tenure in an academic department or equivalent unit who is appointed to an academic administrator position retains tenure in that department or equivalent unit
  - iii. An individual hired for or promoted to an academic administrator may be considered for a tenured faculty rank in the appropriate department or equivalent unit. Such consideration is contingent upon approval by the institution's president.
  - iv. Upon termination of employment as an academic administrator, an employee with tenure may, at his or her option, return to employment in the department or equivalent unit in which he or she holds tenure unless such employee resigns, retires, or is terminated for adequate cause.

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- v. An individual hired for a non-academic administrator position from outside the institution will not be considered for tenured faculty rank in conjunction with such appointment. However, he or she may be granted an adjunct faculty appointment, upon the recommendation of the appropriate department and dean and with the approval of the provost or chief academic officer and president, if the individual will teach and otherwise contribute to that department.
- vi. Notwithstanding the above, each administrative employee who is granted tenure shall be reviewed in accordance to policies established at each institution for the evaluation of an academic administrator.
- j. Terminal Contract of Employment - If a faculty member is not awarded tenure, the chief executive officer must notify the faculty member of the decision not to recommend tenure and may, at his or her discretion, either issue to the faculty member a contract for a terminal year of employment, or, at the sole discretion of the chief executive officer, issue to the faculty member contracts of employment for successive periods of one (1) year each. Such appointment for faculty members not awarded tenure must be on an annual basis, and such temporary appointments do not vest in the faculty member any of the rights inherent in tenure and there shall be no continued expectation of employment beyond the annual appointment.
- k. When authorized by the chief executive officer, or his or her designee, the year in which the tenure decision is made may be the terminal year of employment.
- l. Effect of lapse in service, transfer, reassignment, reorganization, and administrative responsibilities.
  - i. A non-tenured faculty member who has left the institution and is subsequently reappointed after a lapse of not more than three (3) years may have his or her prior service counted toward eligibility for the award of tenure. Eligibility for the award of tenure must be clarified in writing before reappointment. A tenured faculty member who has left the institution and is subsequently reappointed after a lapse of not more than three (3) years must have tenure status clarified in writing by the president or his designee before appointment. The faculty member may be reappointed with tenure, or may be required to serve additional years before being reviewed for tenure status.
  - ii. Before a non-tenured faculty member holding academic rank is moved from one position in the institution to another, the member must be informed in writing by the academic vice president, after consultation with

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the receiving department, as to the extent to which prior service may count toward eligibility for tenure status.

- iii. No faculty member's tenure in a discipline may be adversely affected by the reorganization of the administrative structure. A faculty member's tenure is not affected by reassignment of administrative responsibilities.
- iv. When a tenured faculty member is serving as department chairman, college dean, or in some other administrative or service capacity, retention of membership, academic rank, and tenure in the subject-matter department or similar unit is maintained. Should the administrative or service responsibilities terminate, the member takes up regular duties in the discipline within which membership, academic rank, and tenure was retained.

**BUSINESS AFFAIRS AND HUMAN RESOURCES  
DECEMBER 13, 2012**

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**SUBJECT**

Idaho State Board of Education Policy II.H. – second reading

**REFERENCE**

October 2012

Board approved 1<sup>st</sup> reading limiting multi-year coach contracts to not more than three years.

**APPLICABLE STATUTE, RULE, OR POLICY**

Idaho State Board of Education Governing Policies & Procedures, Section II.H.

**BACKGROUND/DISCUSSION**

At the October 2011 Board meeting, the chair of the Athletic Committee indicated the Committee wanted 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. The chair reiterated that future contracts need to contain these criteria to be considered and follow the model contract in Board policy.

**IMPACT**

This policy revision would limit multi-year coach contracts to not more than three years, absent extraordinary circumstances. All such employment contracts would require prior Board approval.

**ATTACHMENTS**

Attachment 1 – Policy II.H. – second reading

Page 3

**STAFF COMMENTS AND RECOMMENDATIONS**

There were no changes from first to second reading. Staff recommends approval.

**BOARD ACTION**

I move to approve the second reading of proposed amendments to Board Policy Section II.H., Policies Regarding Coaching Personnel and Athletic Directors with all revisions as presented.

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

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**Subsection: H. Policies Regarding Coaching Personnel and Athletic Directors**

**December 2012**

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**1. Agreements Longer Than One Year**

The chief executive officer of an institution is authorized to enter into a contract for the services of a head coach or athletic director with that institution for a term of more than one (1) year, but not more than three (3) years, subject to approval by the Board as to the terms, conditions, and compensation there under, and subject further to the condition that the contract of employment carries terms and conditions of future obligations of the coach or athletic director to the institution for the performance of such contracts. A contract in excess of three (3) years, or a rolling three (3) year contract, may be considered by the Board upon the documented showing of extraordinary circumstances. All contracts must be submitted for Board approval prior to the contract effective date. Each contract for the services shall follow the general form approved by the Board as a model contract. Such contract shall define the entire employment relationship between the Board and the coach or athletic director and may incorporate by reference applicable Board and institutional policies and rules, and applicable law. The December 9, 2010 Board revised and approved multiyear model contract is adopted by reference into this policy. The model contract may be found on the Board's website at <http://boardofed.idaho.gov/>.

**2. Agreements For One Year Or Less**

The chief executive officer of an institution is authorized to enter into a contract for the services of a head coach or athletic director with that institution for a term of one (1) year or less without Board approval. Each contract shall follow the general form approved by the Board as a model contract. Such contract shall define the entire employment relationship between the Board and the coach or athletic director and may incorporate by reference applicable Board and institutional policies and rules, and applicable law. The December 9, 2010 Board revised and approved model contract is adopted by reference into this policy. The single-year model contract may be found on the Board's website at <http://boardofed.idaho.gov/>.

**3. Academic Incentives**

Each contract for a head coach shall include incentives, separate from any other incentives, based upon the academic performance of the student athletes whom the coach supervises. The chief executive officer of the institution shall determine such incentives.

**4. Part-time Coaches Excepted**

The chief executive officer of an institution is authorized to hire part-time head coaches as provided in the policies of the institution. Applicable Board policies shall be followed.

**GOVERNING POLICIES AND PROCEDURES**

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**Subsection: H. Policies Regarding Coaching Personnel and Athletic Directors**

**December 2012**

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**5. Assistant Coaches**

The chief executive officer of the institution is authorized to hire assistant coaches as provided in the policies of the institution. Applicable Board policies shall be followed.



**BUSINESS AFFAIRS AND HUMAN RESOURCES**  
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**BOISE STATE UNIVERSITY**

**SUBJECT**

Three (3) year contract for Neil Resnick, Co-Head Women's Gymnastics Coach

**APPLICABLE STATUTE, RULE, OR POLICY**

Idaho State Board of Education Governing Policies & Procedures, Section II.H.

**BACKGROUND/DISCUSSION**

Boise State University is requesting approval of a multi-year contract for its Co-Head Women's Gymnastics Coach. The contract will be for three (3) years.

**IMPACT**

The annual base salary from appropriated funds is \$71,400 the first year and \$76,500 each consecutive year with incentives as follows:

Athletic Incentive Pay may be earned as follows:

- |  |            |
|--|------------|
| – Conference Tournament Championships      | \$2,000    |
| – or –                                     | (Only One) |
| – Qualify Team for NCAA Regionals          | \$1,500    |
| – Qualify Team for NCAA Nationals          | \$3,000    |
| – Conference Coach of the Year             | \$2,000    |
| – NCAA Regional Coach of the Year          | \$3,000    |
| – NCAA National Coach of the Year          | \$5,000    |
| – Top 25 National Ranking at End of Season | \$2,000    |
| – or –                                     | (Only One) |
| – Top 12 National Ranking at End of Season | \$4,000    |
| – or –                                     | (Only One) |
| – Top 6 National Ranking at End of Season  | \$5,000    |

Academic Incentive Pay may be earned if the team Academic Progress Rate (APR) is as follows:

National Score Within Sport			
50% – 59.9%	=	\$1,400	
60% – 69.9%	=	\$1,600	
70% – 79.9%	=	\$1,800	
80% or higher	=	\$2,000	

Total potential annual compensation (base salary and incentives) is \$93,400 the first year and \$98,500 for years two and three.

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**ATTACHMENTS**

Attachment 1 – Proposed Contract	Page 3
Attachment 2 – Proposed Addendum #1	Page 17
Attachment 3 – Redline from the SBOE Model	Page 21
Attachment 4 – Matrix	Page 37

**STAFF COMMENTS AND RECOMMENDATIONS**

The employment agreement follows the Board-approved model contract. The academic incentives are strong – with the highest amount equivalent to incentive pay for “conference tournament championships,” “conference coach of the year” and “top 25 national ranking.” The contract also contains adequate liquidated damages in favor of the University:

- If Agreement is terminated on or before June 30, 2013, the sum of \$20,000.
- If the Agreement is terminated between July 1, 2013 and June 30, 2014, the sum of \$10,000.

Staff recommends approval.

**BOARD ACTION**

I move to approve the request by Boise State University to enter into the employment contract with Neil Resnick, as Co-Head Women’s Gymnastics Coach as set forth in the materials presented to the Board, in substantial conformance with the terms of contract set forth in Attachment 1.

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

## EMPLOYMENT AGREEMENT

This Employment Agreement (the “Agreement”) is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2012 (“Effective Date”) by and between Boise State University (“University”) and Neil Resnick (“Coach”).

### ARTICLE 1

1.1. Employment. Subject to the terms and conditions of this Agreement, the University shall employ Coach as the co-head coach of its intercollegiate women’s gymnastics team (the “Position”). Coach represents and warrants that Coach is fully qualified to serve, and is available for employment, in this capacity.

1.2. Reporting Relationship. Coach shall report and be responsible directly to the University’s Director of Athletics (the “Director”) or the Director’s designee. Coach shall abide by the reasonable instructions of Director or the Director’s designee and shall confer with the Director or the Director’s designee on all administrative and technical matters. Coach shall also be under the general supervision of the University’s President (the “President”).

1.3. Duties. Coach shall manage and supervise the University’s intercollegiate women’s gymnastics team (the “Team”) and shall perform such other duties in the University’s athletic program as the Director may assign and as may be described elsewhere in this Agreement and any addenda hereto. Coach shall, to the best of Coach’s ability, and consistent with University policies and procedures, perform all duties and responsibilities customarily associated with the Position. Coach shall share in these duties with co-head coach Tina Bird.

### ARTICLE 2

2.1. Term. This Agreement is for a fixed-term appointment of three (3) years, commencing on July 1, 2013 and terminating, without further notice to Coach, on June 30, 2016 (the “Term”), unless sooner terminated in accordance with other provisions of this Agreement.

2.2. Extension or Renewal. This Agreement is renewable solely upon an offer from the University and an acceptance by Coach, both of which must be in writing and signed by the parties. Any renewal is subject to the prior approval of University’s Board of Trustees. This Agreement in no way grants to Coach a claim to tenure in employment, nor shall Coach’s service pursuant to this Agreement count in any way toward tenure at the University.

**ARTICLE 3**

**3.1 Regular Compensation.**

3.1.1. In consideration of Coach's services and satisfactory performance of this Agreement, the University shall provide to Coach:

- a) A salary in the amount set forth in the attached Addendum, payable in biweekly installments in accordance with normal University procedures (except as provided in the Addendum), and such salary increases as may be determined appropriate by the Director and President and approved by the University's Board of Trustees;
- b) The opportunity to receive such employee benefits calculated on the "base salary" as the University provides generally to non-faculty exempt employees; and
- c) The opportunity to receive such employee benefits as the University's Department of Athletics (the "Department") provides generally to its employees of a comparable level. Coach hereby agrees to abide by the terms and conditions, as now existing or hereafter amended, of such employee benefits.

**3.2 Supplemental Compensation.** University may provide supplemental compensation, as set forth in the attached Addendum.

3.2.1 Any such supplemental compensation paid to Coach shall be accompanied with a detailed justification for the supplemental compensation and such justification shall be separately reported to the Board of Trustees as a document available to the public under the Idaho Public Records Act.

3.2.2 The Coach may receive the compensation hereunder from the University or the University's designated media outlet(s) or a combination thereof each year during the term of this Agreement in compensation for participation in media programs and public appearances (collectively, "Programs"). Agreements requiring the Coach to participate in Programs related to Coach's duties as an employee of University are the property of the University. The University shall have the exclusive right to negotiate and contract with all producers of media productions and all parties desiring public appearances by the Coach. Coach agrees to cooperate with the University in order for the Programs to be successful and agrees to provide Coach's services to and appear on the Programs and to cooperate in their production, broadcasting, and telecasting. It is understood that neither Coach nor any assistant coach shall appear without the prior written approval of the Director on any radio or television program (including but not

limited to a coach's show, call-in show, or interview show) or a regularly scheduled news segment, except that this prohibition shall not apply to routine news media interviews for which no compensation is received. Without the prior written approval of the Director, Coach shall not appear in any commercial endorsements which are broadcast on radio or television that conflict with those broadcast on the University's designated media outlets.

3.2.3 Coach agrees that the University has the exclusive right to operate athletic camps ("Camps") on its campus using University facilities. The University shall allow Coach the opportunity to earn supplemental compensation by assisting with the Camps in Coach's capacity as a University employee. Coach hereby agrees to assist in the marketing, supervision, and general administration of the Camps. Coach also agrees that Coach will perform all obligations mutually agreed upon by the parties. In exchange for Coach's participation in the Camps, the University shall pay Coach supplemental compensation.

3.2.4 Coach agrees that the University has the exclusive right to select footwear, apparel and/or equipment for the use of its student-athletes and staff, including Coach, during official practices and games and during times when Coach or the Team is being filmed by motion picture or video camera or posing for photographs in their capacity as representatives of University. In order to avoid entering into an agreement with a competitor of any University selected vendors, Coach shall submit all outside consulting agreements to the University for review and approval prior to execution. Coach shall also report such outside income to the University in accordance with National Collegiate Athletic Association (the "NCAA") rules. Coach further agrees that Coach will not endorse any athletic footwear, apparel and/or equipment products, and will not participate in any messages or promotional appearances which contain a comparative or qualitative description of athletic footwear, apparel, or equipment products.

3.3 General Conditions of Compensation. All compensation provided by the University to Coach is subject to deductions and withholdings as required by law or the terms and conditions of any fringe benefit in which Coach participates. However, if any fringe benefit is based in whole or in part upon the compensation provided by the University to Coach, such fringe benefit shall be based only on the compensation provided pursuant to section 3.1.1 and paid from the University to Coach, except to the extent required by the terms and conditions of a specific fringe benefit program.

#### **ARTICLE 4**

4.1. Coach's Specific Duties and Responsibilities. In consideration of the compensation specified in this Agreement, Coach, in addition to the obligations set forth elsewhere in this Agreement, shall:

4.1.1. Devote Coach's full time and best efforts to the performance of Coach's duties under this Agreement;

4.1.2. Develop and implement programs and procedures with respect to the evaluation, recruitment, training, and coaching of Team members which enable them to compete successfully and reasonably protect their health, safety, and well-being;

4.1.3. Observe and uphold all academic standards, requirements, and policies of the University and encourage Team members to perform to their highest academic potential and to graduate in a timely manner; and

4.1.4. Know, recognize, and comply with all applicable laws and the policies, rules and regulations of the University, the University's governing board, the conference of which the University is a member (the "Conference"), and the NCAA; supervise and take appropriate steps with the co-head coach to ensure that any assistant coaches, any other employees for whom Coach is administratively responsible, and the members of the Team know, recognize, and comply with all such laws, policies, rules and regulations; and immediately report to the Director and to the University's Executive Director of Compliance if Coach has reasonable cause to believe that any person or entity, including without limitation representatives of the University's athletic interests, has violated or is likely to violate any such laws, policies, rules or regulations. Coach shall cooperate fully with the University and Department at all times. The applicable laws, policies, rules, and regulations include the following, as they may be amended from time-to-time: (a) State Board of Education and Board of Regents of the University of Idaho Governing Policies and Procedures and Rule Manual; (b) University's Policy Handbook; (c) University's Administrative Procedures Manual; (d) the policies of the Department; (e) NCAA rules and regulations; and (f) the rules and regulations of the Conference.

4.2 Outside Activities. Coach shall not undertake any business, professional or personal activities, or pursuits that would prevent Coach from devoting Coach's full time and best efforts to the performance of Coach's duties under this Agreement, that would otherwise detract from those duties in any manner, or that, in the opinion of the University, would reflect adversely upon the University or its athletic program. Subject to the terms and conditions of this Agreement, Coach may, with the prior written approval of the Director, who may consult with the President, enter into separate arrangements for outside activities and endorsements which are consistent with Coach's obligations under this Agreement. Coach may not use the University's name, logos, or trademarks in connection with any such arrangements without the prior written approval of the Director and the President.

4.3 Outside Income. In accordance with NCAA rules, Coach shall obtain prior written approval from the President and Director for all athletically-related income and benefits from sources outside the University. Coach shall report the source and amount of all such income and benefits to the President whenever reasonably requested, but in no event less than annually before the close of business on June 30th of each year or the last regular University work day preceding June 30th. The report shall be in a format reasonably satisfactory to University. In no event shall Coach accept or receive directly or indirectly any monies, benefits, or gratuities whatsoever from any person,

association, corporation, University booster club, University alumni association, University foundation, or other benefactor, if the acceptance or receipt of the monies, benefits, or gratuities would violate applicable law or the policies, rules, and regulations of the University, the University's governing board, the Conference, or the NCAA. Sources of such income shall include, but are not limited to, the following: (a) income from annuities; (b) sports camps, clinics, speaking engagements, consultations, directorships, or related activities; (c) housing benefits (including preferential housing arrangements); (d) country club membership(s); (e) complimentary tickets (i.e., tickets to a Stampede game); (f) television and radio programs; (g) endorsement or consultation contracts with athletic shoe, apparel, or equipment manufacturers.

4.4 Hiring Authority. Coach shall have the responsibility and the sole authority to recommend to the Director the hiring and termination of assistant coaches for the Team, but the decision to hire or terminate an assistant coach shall be made by the Director and shall, when necessary or appropriate, be subject to the approval of President and the University's Board of Trustees.

4.5 Scheduling. Coach shall consult with, and may make recommendations to, the Director or the Director's designee with respect to the scheduling of Team's competitions, but the final decision shall be made by the Director or the Director's designee.

4.6 Other Coaching Opportunities. Coach shall not, under any circumstances, interview for, negotiate for, or accept employment as a coach at any other institution of higher education or with any professional sports team requiring performance of duties set forth herein prior to the expiration of this Agreement, without the prior approval of the Director. Such approval shall not unreasonably be withheld. Coach shall not negotiate for or accept employment, under any circumstances, as a coach at any other institution of higher education or with any professional sports team requiring the performance of the duties set forth herein without first giving ten (10) days prior written notice to the Director.

## **ARTICLE 5**

5.1 Termination of Coach for Cause. The University may, in its discretion, suspend Coach from some or all of Coach's duties, temporarily or permanently, and with or without pay; reassign Coach to other duties; or terminate this Agreement at any time for good or adequate cause, as those terms are defined in applicable rules, regulations, and policies.

5.1.1 In addition to the definitions contained in applicable rules and policies, University and Coach hereby specifically agree that the following shall constitute good or adequate cause for suspension, reassignment, or termination of this Agreement:

- a) A deliberate or major violation of Coach's duties under this agreement or the refusal or unwillingness of Coach to perform such duties in good faith and to the best of Coach's abilities;
- b) The failure of Coach to remedy any violation of any of the terms of this Agreement within thirty (30) days after written notice from the University;
- c) A deliberate or major violation by Coach of any applicable law or the policies, rules, or regulations of the University, the University's governing board, the Conference, or the NCAA, including but not limited to any such violation which may have occurred during the employment of Coach at another NCAA or National Association of Intercollegiate Athletics ("NAIA") member institution;
- d) Ten (10) working days' absence of Coach from duty without the University's consent;
- e) Any conduct of Coach that constitutes moral turpitude or that would, in the University's judgment, reflect adversely on the University or its athletic programs;
- f) The failure of Coach to represent the University and its athletic programs positively in public and private forums;
- g) The failure of Coach to fully and promptly cooperate with the NCAA or the University in any investigation of possible violations of any applicable law or the policies, rules or regulations of the University, the University's governing board, the Conference, or the NCAA;
- h) The failure of Coach to report a known violation of any applicable law or the policies, rules or regulations of the University, the University's governing board, the Conference, or the NCAA, by one of Coach's assistant coaches, any other employees for whom Coach is administratively responsible, or a member of the Team;  
or
- i) A violation of any applicable law or the policies, rules or regulations of the University, the University's governing board, the Conference, or the NCAA, by one of Coach's assistant coaches, any other employees for whom Coach is administratively responsible, or a member of the Team if Coach knew or should have known by ordinary supervision of the violation and could have prevented it by such ordinary supervision.



5.1.2 Suspension, reassignment, or termination for good or adequate cause shall be effectuated by the University as follows: before the effective date of the suspension, reassignment, or termination, the Director or Director's designee shall provide Coach with notice, which notice shall be accomplished in the manner provided for in this Agreement and shall include the reason(s) for the contemplated action. Coach shall then have an opportunity to respond. After Coach responds or fails to respond, University shall notify Coach whether, and if so when, the action will be effective.

5.1.3 In the event of any termination for good or adequate cause, the University's obligation to provide compensation and benefits to Coach, whether direct, indirect, supplemental or collateral, shall cease as of the date of such termination, and the University shall not be liable for the loss of any collateral business opportunities or other benefits, perquisites, or income resulting from outside activities or from any other sources.

5.1.4 If found in violation of NCAA regulations, Coach shall, in addition to the provisions of Section 5.1, be subject to disciplinary or corrective action as set forth in the provisions of the NCAA enforcement procedures. This section applies to violations occurring at the University or at previous institutions at which the Coach was employed.

5.2 Termination of Coach for Convenience of University.

5.2.1 At any time after commencement of this Agreement, University, for its own convenience, may terminate this Agreement by giving ten (10) days prior written notice to Coach.

5.2.2 In the event that University terminates this Agreement for its own convenience, University shall be obligated to pay to Coach, as liquidated damages and not a penalty, the "base salary" set forth in section 3.1.1(a), excluding all deductions required by law, on the regular paydays of the University until the Term of this Agreement ends or until Coach obtains reasonably comparable employment, whichever occurs first, provided however, in the event Coach obtains other employment after such termination, then the amount of compensation University pays will be adjusted and reduced by the amount of compensation paid Coach as a result of such other employment, such adjusted compensation to be calculated for each University pay-period by reducing the gross salary set forth in section 3.1.1(a) (before deductions required by law) by the gross compensation paid to the Coach under the other employment, then subtracting from this adjusted gross compensation deductions according to law. In addition, Coach will be entitled to continue the health insurance plan and group life insurance as if Coach remained a University employee until the term of this Agreement ends or until Coach obtains reasonably comparable employment or any other employment providing Coach with a reasonably comparable health plan and group life insurance, whichever occurs first. Coach shall be entitled to no other compensation or fringe benefits, except as otherwise provided herein or required by law. Coach specifically agrees to inform University within ten (10) business days of obtaining other employment and to advise University of all relevant terms of such employment, including

without limitation, the nature and location of the employment, salary, other compensation, health insurance benefits, life insurance benefits, and other fringe benefits. Failure to so inform and advise University shall constitute a material breach of this Agreement and University's obligation to pay compensation under this provision shall end. Coach agrees not to accept employment for compensation at less than the fair market value of Coach's services, as determined by all circumstances existing at the time of employment. Coach further agrees to repay to University all compensation paid by University after the date Coach obtains other employment, to which Coach is not entitled under this provision.

5.2.3 The parties have both been represented by, or had the opportunity to consult with, legal counsel in the contract negotiations and have bargained for and agreed to the foregoing liquidated damages provision, giving consideration to the fact that the Coach may lose certain benefits, supplemental compensation, or outside compensation relating to Coach's employment with University, which damages are extremely difficult to determine with certainty. The parties further agree that the payment of such liquidated damages by University and the acceptance thereof by Coach shall constitute adequate and reasonable compensation to Coach for the damages and injury suffered by Coach because of such termination by University. The liquidated damages are not, and shall not be construed to be, a penalty.

5.2.4 In the event of non-renewal or termination of Coach's employment, Coach will use all accumulated annual leave prior to the end of the contract period.

### 5.3 Termination by Coach for Convenience.

5.3.1 The Coach recognizes that Coach's promise to work for University for the entire term of this Agreement is of the essence of this Agreement. The Coach also recognizes that the University is making a highly valuable investment in Coach's employment by entering into this Agreement and that its investment would be lost were Coach to resign or otherwise terminate Coach's employment with the University before the end of the contract Term.

5.3.2 The Coach may terminate this Agreement for convenience during its term by giving prior written notice to the University. Termination shall be effective ten (10) days after such written notice is given to the University. Such termination must occur at a time outside the Team's season (including NCAA post-season competition) so as to minimize the impact on the program.

5.3.3 If the Coach terminates this Agreement for convenience 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 convenience, Coach shall pay to the University, as liquidated damages and not a penalty, for the breach of this Agreement the following sum: (a) if the Agreement is terminated on or before June 30, 2013, the sum of \$20,000.00; (b) if the Agreement is terminated between July 1, 2013 and June 30, 2014 inclusive, the sum of \$10,000.00. The liquidated damages shall be due and payable within twenty (20) days of the effective date of the termination, and any unpaid amount shall bear simple interest at a rate eight (8) percent per annum until paid.

5.3.4 The parties have both been represented by legal counsel in the contract negotiations and have bargained for and agreed to the foregoing liquidated damages provision, giving consideration to the fact that the University will incur administrative and recruiting costs in obtaining a replacement for Coach, in addition to potentially increased compensation costs if Coach terminates this Agreement for convenience, which damages are extremely difficult to determine with certainty. The parties further agree that the payment of such liquidated damages by Coach and the acceptance thereof by University shall constitute adequate and reasonable compensation to University for the damages and injury suffered by it because of such termination by Coach. The liquidated damages are not, and shall not be construed to be, a penalty. This section 5.3.4 shall not apply if Coach terminates this Agreement because of a material breach by the University.

5.3.5 Except as provide elsewhere in this Agreement, if Coach terminates this Agreement for convenience, Coach shall forfeit to the extent permitted by law Coach's right to receive all supplemental compensation and other payments.

#### 5.4 Termination Due to Disability or Death of Coach.

5.4.1 Notwithstanding any other provision of this Agreement, this Agreement shall terminate automatically if Coach becomes totally or permanently disabled as defined by the University's disability insurance carrier, becomes unable to perform the essential functions of the position of head coach, or dies.

5.4.2 If this Agreement is terminated because of Coach's death, Coach's salary and all other benefits shall terminate as of the last day worked, except that the Coach's personal representative or other designated beneficiary shall be paid all compensation due or unpaid and death benefits, if any, as may be contained in any fringe benefit plan now in force or hereafter adopted by the University and due to the Coach's estate or beneficiaries hereunder.

5.4.3 If this Agreement is terminated because the Coach becomes totally or permanently disabled as defined by the University's disability insurance carrier, or becomes unable to perform the essential functions of the position of head coach, all salary and other benefits shall terminate, except that the Coach shall be entitled to receive any compensation due or unpaid and any disability-related benefits to which Coach is entitled by virtue of employment with the University.

5.5 Interference by Coach. In the event of suspension, reassignment or termination, Coach agrees that Coach will not interfere with the University's student-athletes or otherwise obstruct the University's ability to transact business or operate its intercollegiate athletics program.

5.6 No Liability. The University shall not be liable to Coach for the loss of any collateral business opportunities or any other benefits, perquisites or income from any sources that may ensue as a result of any termination of this Agreement by either party or due to death or disability or the suspension or reassignment of Coach, regardless of the circumstances.

5.7 Waiver of Rights. Because the Coach is receiving a multi-year contract and the opportunity to receive supplemental compensation and because such contracts and opportunities are not customarily afforded to University employees, if the University suspends or reassigns Coach, or terminates this Agreement for good or adequate cause or for convenience, Coach shall have all the rights provided for in this Agreement but hereby releases the University from compliance with the notice, appeal, and similar employment-related rights provided for in the State Board of Education and Board or Regents of the University of Idaho Rule Manual (ID. ADMIN. CODE r. 08.01.01 et seq.) and Governing Policies and Procedures Manual, and the University Policies or Faculty-Staff Handbook.

## **ARTICLE 6**

6.1 Board Approval. This Agreement shall not be effective until and unless approved of the University's Board of Trustees and executed by both parties as set forth below. In addition, the payment of any compensation pursuant to this Agreement shall be subject to: the approval of the University's Board of Trustees, the President, and the Director; the sufficiency of legislative appropriations; the receipt of sufficient funds in the account from which such compensation is paid; and the Board of Trustees and University's rules or policies regarding financial exigency.

6.2 University Property. All personal property, material, and articles of information, including, without limitation, keys, credit cards, personnel records, recruiting records, team information, films, statistics or any other personal property, material, or data, furnished to Coach by the University or developed by Coach on behalf of the University or at the University's direction or for the University's use or otherwise in connection with Coach's employment hereunder are and shall remain the sole property of the University. Within twenty-four (24) hours of the expiration of the Term of this Agreement or its earlier termination as provided herein, Coach shall immediately cause any such personal property, materials, and articles of information in Coach's possession or control to be delivered to the Director.

6.3 Assignment. Neither party may assign its rights or delegate its obligations under this Agreement without the prior written consent of the other party.

6.4 Waiver. No waiver of any default in the performance of this Agreement shall be effective unless in writing and signed by the waiving party. The waiver of a particular breach in the performance of this Agreement shall not constitute a waiver of any other or subsequent breach. The resort to a particular remedy upon a breach shall not constitute a waiver of any other available remedies.

6.5 Severability. If any provision of this Agreement is determined to be invalid or unenforceable, the remainder of the Agreement shall not be affected and shall remain in effect.

6.6 Governing Law. This Agreement shall be subject to and construed in accordance with the laws of the state of Idaho as an agreement to be performed in Idaho. Any action based in whole or in part on this Agreement shall be brought in state district court in Ada County, Boise, Idaho.

6.7 Oral Promises. Oral promises of an increase in annual salary or of any supplemental or other compensation shall not be binding upon the University.

6.8 Force Majeure. Any prevention, delay or stoppage due to strikes, lockouts, labor disputes, acts of God, inability to obtain labor or materials or reasonable substitutes therefore, governmental restrictions, governmental regulations, governmental controls, enemy or hostile governmental action, civil commotion, fire or other casualty, and other causes beyond the reasonable control of the party obligated to perform (including financial inability), shall excuse the performance by such party for a period equal to any such prevention, delay or stoppage.

6.9 Non-Confidentiality. The Coach hereby consents and agrees that this document may be released and made available to the public after it is signed by the Coach. The Coach further agrees that all documents and reports Coach is required to produce under this Agreement may be released and made available to the public at the University's sole discretion.

6.10 Notices. Any notice under this Agreement shall be in writing and be delivered in person or by public or private courier service (including U.S. Postal Service Express Mail) or certified mail with return receipt requested or by facsimile. All notices shall be addressed to the parties at the following addresses or at such other addresses as the parties may from time to time direct in writing:

the University:	Boise State University
	Director of Athletics
	1910 University Drive
	Boise, Idaho 83725-1020

with a copy to:                      Boise State University  
   Office of the President  
   1910 University Drive  
   Boise, Idaho 83725-1000

the Coach:                              Neil Resnick  
   1910 University Drive  
   Boise, Idaho 83725-1025

Any notice shall be deemed to have been given on the earlier of: (a) actual delivery or refusal to accept delivery, (b) the date of mailing by certified mail, or (c) the day facsimile delivery is verified. Actual notice, however and from whoever received, shall always be effective.

6.11 Headings. The headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation hereof.

6.12 Binding Effect. This Agreement is for the benefit only of the parties hereto and shall inure to the benefit of and bind the parties and their respective heirs, legal representatives, successors and assigns.

6.13 Non-Use of Names and Trademarks. The Coach shall not, without the University's prior written consent in each case, use any name, trade name, trademark, or other designation of the University (including contraction, abbreviation or simulation), except in the course and scope of Coach's official University duties.

6.14 No Third Party Beneficiaries. There are no intended or unintended third party beneficiaries to this Agreement.

6.15 Entire Agreement; Amendments. This Agreement, and the attached Addendum, constitute the entire agreement between the parties and supersedes all prior agreements and understandings with respect to the same subject matter. No amendment or modification of this Agreement shall be effective unless in writing, signed by both parties, and approved by University's Board of Trustees.

6.16 Opportunity to Consult with Attorney. The Coach acknowledges that Coach has had the opportunity to consult and review this Agreement with an attorney. Accordingly, in all cases, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any party.

IN WITNESS WHEREOF, the parties agree to the terms and conditions of this Agreement and the incorporated documents attached hereto and have executed this Agreement freely and agree to be bound hereby as of the Effective Date.

UNIVERSITY

COACH

\_\_\_\_\_  
Mark Coyle, Director of Athletics

\_\_\_\_\_  
Neil Resnick

\_\_\_\_\_  
Dr. Robert Kustra, President

Approved by the Board on the \_\_\_\_ day of \_\_\_\_\_, 2012.

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**Addendum to Employment Agreement between  
Boise State University and Neil Resnick**

This Addendum (the “Addendum”) to the Employment Agreement (the “Agreement”) dated \_\_\_\_\_, 2013, by and between Boise State University (the “University”) and Neil Resnick (“Coach”), is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2013 (“Effective Date”).

NOW THEREFORE, in consideration of the foregoing, and for good and valuable consideration, the parties make the following additions to the Agreement.

1. NCAA Compliance. Coach shall have a strong working knowledge and understanding of all National Collegiate Athletic Association (the “NCAA”) Rules and Regulations (“NCAA Rules”) regarding compliance issues. Per NCAA policy, Coach must annually pass the NCAA Coaches Certification Test before contacting any prospects off-campus.
2. NCAA Violations. In the event Coach or Coach’s Team (as that term is defined in Section 1.3 of the Agreement) is found in violation of NCAA Rules, Coach shall be subject to disciplinary or corrective action up to and including as provided for in Section 5.1 of the Agreement.
3. University Name/Logo. Coach shall not use, directly or by implication, the University name or logo in the endorsement of commercial products or services for personal gain without obtaining prior written approval from the Director and University President.
4. Additional Rules and Regulations. Coach shall be subject to the State Board of Education Rules (ID. ADMIN. CODE r. 08.01.01 et seq.) and Governing Policies and Procedures Manual, Boise State University policies, the rules of the conference of which the University is a member, and the NCAA Rules as they now exist, and as they may be amended from time-to-time during the term of Coach’s employment. Material violation of any of the above rules shall constitute cause for which the University may in its discretion institute discipline up to and including termination of employment as provided in Section 5.1 of the Agreement.
5. Specific Duties of Coach. In addition to the duties outlined in the Agreement, Coach is expected to devote full-time to recruitment and coaching duties as appropriate. Coach will attend all staff meetings, public relations functions, dinners, awards banquets, and will make appearances as directed by the Director.

6. Compensation. University shall provide to Coach an annual salary of \$71,400 during the first year, \$76,500 in the second year, and \$76,500 in the third year.

7. Athletic Incentive Pay. Coach may qualify for Athletic Incentive Pay as follows:

Conference Tournament Champions	\$2,000.00
OR	
Qualify team for NCAA Regionals	\$1,500.00
Quality team for NCAA Nationals	\$3,000.00
Conference Coach of the Year	\$2,000.00
NCAA Regional Coach of the Year	\$3,000.00
NCAA National Coach of the Year	\$5,000.00
Top 25 National Ranking at End of Season:	\$2,000.00
OR	
Top 12 National Ranking at End of Season:	\$4,000.00
OR	
Top 6 National Ranking at End of Season:	\$5,000.00

Supplemental pay earned pursuant to this paragraph shall be paid on or before July 1<sup>st</sup> following the academic year in which it is earned, if Coach is still employed by the University on that date.

8. Academic Incentive Pay. Coach may qualify for Academic Incentive Pay if the annual Academic Progress Rate (“APR”) for the Team meets the following levels of the 4 year National Ranking:

<i>National Rank within Sport</i>			
50 <sup>th</sup> -59.9%	=		\$1,400
60 <sup>th</sup> - 69.9 %	=		\$1,600
70 <sup>th</sup> – 79.9 %	=		\$1,800
80 <sup>th</sup> % or above	=		\$2,000

If Coach qualifies for Academic Incentive Pay, it will be paid as soon as reasonably practical following APR rating determination and verification by the NCAA, if Coach is still employed by the University on that date.

9. Effect on Agreement. No other terms or conditions of the Agreement shall be negated or changed as a result of this Addendum.
10. Headings. The headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation hereof.

IN WITNESS WHEREOF, the parties hereto agree to the terms and conditions of this Addendum and have executed this Addendum freely and agree to be bound hereby as of the date first above written.

Signed:

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Dr. Robert Kustra  
President

---

Mark Coyle, Athletic Director

---

Neil Resnick  
Co-Head Coach - Women's Gymnastics

Approved by the Board on the \_\_\_\_ day of \_\_\_\_\_, 2012.

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~~(MODEL ATHLETICS CONTRACT)~~**EMPLOYMENT AGREEMENT**

This Employment Agreement (the “Agreement”) is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2012 (“Effective Date”) by and between Boise State University (“University”) and Neil Resnick (“Coach”).

**ARTICLE 1**

1.1. Employment. Subject to the terms and conditions of this Agreement, the University shall employ Coach as the co-head coach of its intercollegiate women’s gymnastics team (the “Position”). Coach represents and warrants that Coach is fully qualified to serve, and is available for employment, in this capacity.

1.2. Reporting Relationship. Coach shall report and be responsible directly to the University’s Director of Athletics (the “Director”) or the Director’s designee. Coach shall abide by the reasonable instructions of Director or the Director’s designee and shall confer with the Director or the Director’s designee on all administrative and technical matters. Coach shall also be under the general supervision of the University’s President (the “President”).

1.3. Duties. Coach shall manage and supervise the University’s intercollegiate women’s gymnastics team (the “Team”) and shall perform such other duties in the University’s athletic program as the Director may assign and as may be described elsewhere in this Agreement and any addenda hereto. Coach shall, to the best of Coach’s ability, and consistent with University policies and procedures, perform all duties and responsibilities customarily associated with the Position. Coach shall share in these duties with co-head coach Tina Bird.

**ARTICLE 2**

2.1. Term. This Agreement is for a fixed-term appointment of three (3) years, commencing on July 1, 2013 and terminating, without further notice to Coach, on June 30, 2016 (the “Term”), unless sooner terminated in accordance with other provisions of this Agreement.

2.2. Extension or Renewal. This Agreement is renewable solely upon an offer from the University and an acceptance by Coach, both of which must be in writing and signed by the parties. Any renewal is subject to the prior approval of University’s Board of Trustees. This Agreement in no way grants to Coach a claim to tenure in employment, nor shall Coach’s service pursuant to this Agreement count in any way toward tenure at the University.

## ARTICLE 3

3.1 Regular Compensation.

3.1.1. In consideration of Coach's services and satisfactory performance of this Agreement, the University shall provide to Coach:

- a) A salary in the amount set forth in the attached Addendum, payable in biweekly installments in accordance with normal University procedures (except as provided in the Addendum), and such salary increases as may be determined appropriate by the Director and President and approved by the University's Board of Trustees;
- b) The opportunity to receive such employee benefits calculated on the "base salary" as the University provides generally to non-faculty exempt employees; and
- c) The opportunity to receive such employee benefits as the University's Department of Athletics (the "Department") provides generally to its employees of a comparable level. Coach hereby agrees to abide by the terms and conditions, as now existing or hereafter amended, of such employee benefits.

3.2 Supplemental Compensation. University may provide supplemental compensation, as set forth in the attached Addendum.

~~3.2.1. Each year the Team is the conference champion or co-champion and also becomes eligible for a (bowl game pursuant to NCAA Division I guidelines or post season tournament or post season playoffs), and if Coach continues to be employed as University (College)'s head (Sport) coach as of the ensuing July 1st, the University (College) shall pay to Coach supplemental compensation in an amount equal to (amount or computation) of Coach's Annual Salary during the fiscal year in which the championship and (bowl or other post season) eligibility are achieved. The University (College) shall determine the appropriate manner in which it shall pay Coach any such supplemental compensation.~~

~~3.2.2. Each year the Team is ranked in the top 25 in the (national rankings, such as final ESPN/USA Today coaches poll of Division IA football teams), and if Coach continues to be employed as University (College)'s head (Sport) coach as of the ensuing July 1st, the University (College) shall pay Coach supplemental~~

~~compensation in an amount equal to (amount or computation) of Coach's Annual Salary in effect on the date of the final poll. The University (College) shall determine the appropriate manner in which it shall pay Coach any such supplemental compensation.~~

~~3.2.3 Each year Coach shall be eligible to receive supplemental compensation in an amount up to (amount or computation) based on the academic achievement and behavior of Team members. The determination of whether Coach will receive such supplemental compensation and the timing of the payment(s) shall be at the discretion of the President in consultation with the Director and approved by the University (College)'s Board of (Regents or Trustees). The determination shall be based on the following factors: grade point averages; difficulty of major course of study; honors such as scholarships, designation as Academic All American, and conference academic recognition; progress toward graduation for all athletes, but particularly those who entered the University (College) as academically at-risk students; the conduct of Team members on the University (College) campus, at authorized University (College) activities, in the community, and elsewhere. Any such supplemental compensation paid to Coach shall be accompanied with a detailed justification for the supplemental compensation based on the factors listed above and such justification shall be separately reported to the Board of (Regents or Trustees) as a document available to the public under the Idaho Public Records Act.~~

~~3.2.4 Each year Coach shall be eligible to receive supplemental compensation in an amount up to (amount or computation) based on the overall development of the intercollegiate (men's/women's) (Sport) program; ticket sales; fundraising; outreach by Coach to various constituency groups, including University (College) students, staff, faculty, alumni and boosters; and any other factors the President wishes to consider. The determination of whether Coach will receive such supplemental compensation and the timing of the payment(s) shall be at the discretion of the President in consultation with the Director and approved by the University (College)'s Board of (Regents or Trustees).~~

~~3.2.5 The Coach shall receive the sum of (amount or computation).~~ 3.2.2 The Coach may receive the compensation hereunder from the University or the University's designated media outlet(s) or a combination thereof each year during the term of this Agreement in compensation for participation in media programs and public appearances (collectively, "Programs ~~Coach's right to receive such a payment shall vest on the date of the Team's last regular season or post season competition, whichever occurs later. This sum shall be paid (terms or conditions of payment).~~"). Agreements requiring the Coach to participate in Programs related to ~~his~~ Coach's duties as an employee of University are the property of the University. The University shall have the exclusive right to negotiate and contract with all producers of media productions and all parties desiring public appearances by the Coach. Coach agrees to cooperate with the University in order for the Programs to be successful and agrees to provide Coach's services to and appear on the Programs and to cooperate in their production, broadcasting, and telecasting. It is understood that neither Coach nor any assistant coach shall appear without the prior written approval of the Director on any

radio or television program (including but not limited to a coach's show, call-in show, or interview show) or a regularly scheduled news segment, except that this prohibition shall not apply to routine news media interviews for which no compensation is received. Without the prior written approval of the Director, Coach shall not appear in any commercial endorsements which are broadcast on radio or television that conflict with those broadcast on the University's designated media outlets.

~~3.2.6 (SUMMER CAMP OPERATED BY UNIVERSITY (COLLEGE))~~ 3 Coach agrees that the University has the exclusive right to operate athletic camps ("Camps") on its campus using University facilities. The University shall allow Coach the opportunity to earn supplemental compensation by assisting with the Camps in Coach's capacity as a University employee. Coach hereby agrees to assist in the marketing, supervision, and general administration of the Camps. Coach also agrees that Coach will perform all obligations mutually agreed upon by the parties. In exchange for Coach's participation in the Camps, the University shall pay Coach ~~(amount)~~ per year as supplemental compensation during each year of his employment as head (Sport) coach at the University (College). This amount shall be paid ~~(terms of payment)~~

~~(SUMMER CAMP OPERATED BY COACH)~~ 3.2.4 Coach ~~may~~ operate a summer youth (Sport) camp at the University (College) under the following conditions:

- ~~a) The summer youth camp operation reflects positively on the University (College) and the Department;~~
- ~~b) The summer youth camp is operated by Coach directly or through a private enterprise owned and managed by Coach. The Coach shall not use University (College) personnel, equipment, or facilities without the prior written approval of the Director;~~
- ~~c) Assistant coaches at the University (College) are given priority when the Coach or the private enterprise selects coaches to participate;~~
- ~~d) The Coach complies with all NCAA (NAIA), Conference, and University (College) rules and regulations related, directly or indirectly, to the operation of summer youth camps;~~
- ~~e) The Coach or the private enterprise enters into a contract with University (College) and \_\_\_\_\_ (campus concessionaire) for all campus goods and services required by the camp.~~



- ~~f) — The Coach or private enterprise pays for use of University (College) facilities including the \_\_\_\_\_.~~
- ~~g) — Within thirty days of the last day of the summer youth camp(s), Coach shall submit to the Director a preliminary "Camp Summary Sheet" containing financial and other information related to the operation of the camp. Within ninety days of the last day of the summer youth camp(s), Coach shall submit to Director a final accounting and "Camp Summary Sheet." A copy of the "Camp Summary Sheet" is attached to this Agreement as an exhibit.~~
- ~~h) — The Coach or the private enterprise shall provide proof of liability insurance as follows: (1) liability coverage: spectator and staff \$1 million; (2) catastrophic coverage: camper and staff \$1 million maximum coverage with \$100 deductible;~~
- ~~i) — To the extent permitted by law, the Coach or the private enterprise shall defend and indemnify the University (College) against any claims, damages, or liabilities arising out of the operation of the summer youth camp(s)~~
- ~~j) — All employees of the summer youth camp(s) shall be employees of the Coach or the private enterprise and not the University (College) while engaged in camp activities. The Coach and all other University (College) employees involved in the operation of the camp(s) shall be on annual leave status or leave without pay during the days the camp is in operation. The Coach or private enterprise shall provide workers' compensation insurance in accordance with Idaho law and comply in all respects with all federal and state wage and hour laws~~

~~In the event of termination of this Agreement, suspension, or reassignment, University (College) shall not be under any obligation to permit a summer youth camp to be held by the Coach after the effective date of such termination, suspension, or reassignment, and the University (College) shall be released from all obligations relating thereto.~~

~~3.2.7 — Coach agrees that the University has the exclusive right to select footwear, apparel and/or equipment for the use of its student-athletes and staff, including Coach, during official practices and games and during times when Coach or the Team is being filmed by motion picture or video camera or posing for photographs in their capacity as representatives of University (College). Coach recognizes that the University (College) is negotiating or has entered into an agreement with \_\_\_\_\_ (Company~~

~~Name) to supply the University (College) with athletic footwear, apparel and/or equipment. Coach agrees that, upon the University (College)'s reasonable request, Coach will consult with appropriate parties concerning an (Company Name) product's design or performance, shall act as an instructor at a clinic sponsored in whole or in part by (Company Name), or give a lecture at an event sponsored in whole or in part by (Company Name), or make other educationally related appearances as may be reasonably requested by the University (College). Notwithstanding the foregoing sentence, Coach shall retain the right to decline such appearances as Coach reasonably determines to conflict with or hinder his duties and obligations as head (Sport) coach. In order to avoid entering into an agreement with a competitor of (Company Name), Coach shall submit all outside consulting agreements to the University (College). In order to avoid entering into an agreement with a competitor of any University selected vendors, Coach shall submit all outside consulting agreements to the University for review and approval prior to execution. Coach shall also report such outside income to the University in accordance with National Collegiate Athletic Association (the "NCAA") rules. Coach further agrees that Coach will not endorse any athletic footwear, apparel and/or equipment products, and will not participate in any messages or promotional appearances which contain a comparative or qualitative description of athletic footwear, apparel, or equipment products.~~

3.3 General Conditions of Compensation. All compensation provided by the University to Coach is subject to deductions and withholdings as required by law or the terms and conditions of any fringe benefit in which Coach participates. However, if any fringe benefit is based in whole or in part upon the compensation provided by the University to Coach, such fringe benefit shall be based only on the compensation provided pursuant to section 3.1.1 and paid from the University to Coach, except to the extent required by the terms and conditions of a specific fringe benefit program.

## ARTICLE 4

4.1. Coach's Specific Duties and Responsibilities. In consideration of the compensation specified in this Agreement, Coach, in addition to the obligations set forth elsewhere in this Agreement, shall:

4.1.1. Devote Coach's full time and best efforts to the performance of Coach's duties under this Agreement;

4.1.2. Develop and implement programs and procedures with respect to the evaluation, recruitment, training, and coaching of Team members which enable them to compete successfully and reasonably protect their health, safety, and well-being;

4.1.3. Observe and uphold all academic standards, requirements, and policies of the University and encourage Team members to perform to their highest academic potential and to graduate in a timely manner; and

4.1.4. Know, recognize, and comply with all applicable laws and the policies, rules and regulations of the University, the University's governing board, the conference of which the University is a member (the "Conference"), and the NCAA; supervise and take appropriate steps with the co-head coach to ensure that any assistant coaches, any other employees for whom Coach is administratively responsible, and the members of the Team know, recognize, and comply with all such laws, policies, rules and regulations; and immediately report to the Director and to the University's Executive Director of Compliance if Coach has reasonable cause to believe that any person or entity, including without limitation representatives of the University's athletic interests, has violated or is likely to violate any such laws, policies, rules or regulations. Coach shall cooperate fully with the University and Department at all times. The applicable laws, policies, rules, and regulations include the following, as they may be amended from time-to-time: (a) State Board of Education and Board of Regents of the University of Idaho Governing Policies and Procedures and Rule Manual; (b) University's Policy Handbook; (c) University's Administrative Procedures Manual; (d) the policies of the Department; (e) NCAA rules and regulations; and (f) the rules and regulations of the Conference.

4.2 Outside Activities. Coach shall not undertake any business, professional or personal activities, or pursuits that would prevent Coach from devoting Coach's full time and best efforts to the performance of Coach's duties under this Agreement, that would otherwise detract from those duties in any manner, or that, in the opinion of the University, would reflect adversely upon the University or its athletic program. Subject to the terms and conditions of this Agreement, Coach may, with the prior written approval of the Director, who may consult with the President, enter into separate arrangements for outside activities and endorsements which are consistent with Coach's obligations under this Agreement. Coach may not use the University's name, logos, or trademarks in connection with any such arrangements without the prior written approval of the Director and the President.

4.3 NCAA (or NAIA) Rules/Outside Income. In accordance with NCAA rules, Coach shall obtain prior written approval from the President and Director for all athletically-related income and benefits from sources outside the University. Coach shall report the source and amount of all such income and benefits to the President whenever reasonably requested, but in no event less than annually before the close of business on June 30th of each year or the last regular University work day preceding June 30th. The report shall be in a format reasonably satisfactory to University. In no event shall Coach accept or receive directly or indirectly any monies, benefits, or gratuities whatsoever from any person, association, corporation, University booster club, University alumni association, University foundation, or other benefactor, if the acceptance or receipt of the monies, benefits, or gratuities would violate applicable law or the policies, rules, and regulations of the University, the University's governing board, the Conference, or the NCAA. Sources of such income shall include, but are not limited to, the following: (a) income from annuities; (b) sports camps, clinics, speaking engagements, consultations, directorships, or related activities; (c) housing benefits (including preferential housing arrangements); (d) country club membership(s); (e) complimentary tickets (i.e., tickets to

a Stampede game); (f) television and radio programs; (g) endorsement or consultation contracts with athletic shoe, apparel, or equipment manufacturers.

4.4 Hiring Authority. Coach shall have the responsibility and the sole authority to recommend to the Director the hiring and termination of assistant coaches for the Team, but the decision to hire or terminate an assistant coach shall be made by the Director and shall, when necessary or appropriate, be subject to the approval of President and the University's Board of Trustees.

4.5 Scheduling. Coach shall consult with, and may make recommendations to, the Director or the Director's designee with respect to the scheduling of Team's competitions, but the final decision shall be made by the Director or the Director's designee.

4.76 Other Coaching Opportunities. Coach shall not, under any circumstances, interview for, negotiate for, or accept employment as a coach at any other institution of higher education or with any professional sports team, requiring performance of duties set forth herein prior to the expiration of this Agreement, without the prior approval of the Director. Such approval shall not unreasonably be withheld. Coach shall not negotiate for or accept employment, under any circumstances, as a coach at any other institution of higher education or with any professional sports team requiring the performance of the duties set forth herein without first giving ten (10) days prior written notice to the Director.

## ARTICLE 5

5.1 Termination of Coach for Cause. The University may, in its discretion, suspend Coach from some or all of Coach's duties, temporarily or permanently, and with or without pay; reassign Coach to other duties; or terminate this Agreement at any time for good or adequate cause, as those terms are defined in applicable rules, regulations, and policies.

5.1.1 In addition to the definitions contained in applicable rules and policies, University and Coach hereby specifically agree that the following shall constitute good or adequate cause for suspension, reassignment, or termination of this Agreement:

- a) A deliberate or major violation of Coach's duties under this agreement or the refusal or unwillingness of Coach to perform such duties in good faith and to the best of Coach's abilities;

- b) The failure of Coach to remedy any violation of any of the terms of this Agreement within thirty (30) days after written notice from the University;
- c) A deliberate or major violation by Coach of any applicable law or the policies, rules, or regulations of the University, the University's governing board, the Conference, or the NCAA, including but not limited to any such violation which may have occurred during the employment of Coach at another NCAA or National Association of Intercollegiate Athletics ("NAIA") member institution;
- d) Ten (10) working days' absence of Coach from duty without the University's consent;
- e) Any conduct of Coach that constitutes moral turpitude or that would, in the University's judgment, reflect adversely on the University or its athletic programs;
- f) The failure of Coach to represent the University and its athletic programs positively in public and private forums;
- g) The failure of Coach to fully and promptly cooperate with the NCAA or the University in any investigation of possible violations of any applicable law or the policies, rules or regulations of the University, the University's governing board, the Conference, or the NCAA;
- h) The failure of Coach to report a known violation of any applicable law or the policies, rules or regulations of the University, the University's governing board, the Conference, or the NCAA, by one of Coach's assistant coaches, any other employees for whom Coach is administratively responsible, or a member of the Team; or
- i) A violation of any applicable law or the policies, rules or regulations of the University, the University's governing board, the Conference, or the NCAA, by one of Coach's assistant coaches, any other employees for whom Coach is administratively responsible, or a member of the Team if Coach knew or should have known by ordinary supervision of the violation and could have prevented it by such ordinary supervision.

5.1.2 Suspension, reassignment, or termination for good or adequate cause shall be effectuated by the University as follows: before the effective date of the suspension, reassignment, or termination, the Director or Director's designee shall provide Coach with notice, which notice shall be accomplished in the manner provided

for in this Agreement and shall include the reason(s) for the contemplated action. Coach shall then have an opportunity to respond. After Coach responds or fails to respond, University shall notify Coach whether, and if so when, the action will be effective.

5.1.3 In the event of any termination for good or adequate cause, the University's obligation to provide compensation and benefits to Coach, whether direct, indirect, supplemental or collateral, shall cease as of the date of such termination, and the University shall not be liable for the loss of any collateral business opportunities or other benefits, perquisites, or income resulting from outside activities or from any other sources.

5.1.4 If found in violation of NCAA regulations, Coach shall, in addition to the provisions of Section 5.1, be subject to disciplinary or corrective action as set forth in the provisions of the NCAA enforcement procedures. This section applies to violations occurring at the University or at previous institutions at which the Coach was employed.

## 5.2 Termination of Coach for Convenience of University.

5.2.1 At any time after commencement of this Agreement, University, for its own convenience, may terminate this Agreement by giving ten (10) days prior written notice to Coach.

5.2.2 In the event that University terminates this Agreement for its own convenience, University shall be obligated to pay to Coach, as liquidated damages and not a penalty, the "base salary" set forth in section 3.1.1(a), excluding all deductions required by law, on the regular paydays of the University until the Term of this Agreement ends or until Coach obtains reasonably comparable employment, whichever occurs first, provided however, in the event Coach obtains other employment ~~of any kind or nature~~ after such termination, then the amount of compensation University pays will be adjusted and reduced by the amount of compensation paid Coach as a result of such other employment, such adjusted compensation to be calculated for each University pay-period by reducing the gross salary set forth in section 3.1.1(a) (before deductions required by law) by the gross compensation paid to the Coach under the other employment, then subtracting from this adjusted gross compensation deductions according to law. In addition, Coach will be entitled to continue the health insurance plan and group life insurance as if Coach remained a University employee until the term of this Agreement ends or until Coach obtains reasonably comparable employment or any other employment providing Coach with a reasonably comparable health plan and group life insurance, whichever occurs first. Coach shall be entitled to no other compensation or fringe benefits, except as otherwise provided herein or required by law. Coach specifically agrees to inform University within ten (10) business days of obtaining other employment and to advise University of all relevant terms of such employment, including without limitation, the nature and location of the employment, salary, other compensation, health insurance benefits, life insurance benefits, and other fringe benefits. Failure to so inform and advise University shall constitute a material breach of this Agreement and University's obligation to pay compensation under this provision shall

end. Coach agrees not to accept employment for compensation at less than the fair market value of Coach's services, as determined by all circumstances existing at the time of employment. Coach further agrees to repay to University all compensation paid by University after the date Coach obtains other employment, to which Coach is not entitled under this provision.

5.2.3 The parties have both been represented by, or had the opportunity to consult with, legal counsel in the contract negotiations and have bargained for and agreed to the foregoing liquidated damages provision, giving consideration to the fact that the Coach may lose certain benefits, supplemental compensation, or outside compensation relating to Coach's employment with University, which damages are extremely difficult to determine with certainty. The parties further agree that the payment of such liquidated damages by University and the acceptance thereof by Coach shall constitute adequate and reasonable compensation to Coach for the damages and injury suffered by Coach because of such termination by University. The liquidated damages are not, and shall not be construed to be, a penalty.

5.2.4 In the event of non-renewal or termination of Coach's employment, Coach will use all accumulated annual leave prior to the end of the contract period.

### 5.3 Termination by Coach for Convenience.

5.3.1 The Coach recognizes that Coach's promise to work for University for the entire term of this Agreement is of the essence of this Agreement. The Coach also recognizes that the University is making a highly valuable investment in Coach's employment by entering into this Agreement and that its investment would be lost were Coach to resign or otherwise terminate Coach's employment with the University before the end of the contract Term.

5.3.2 The Coach may terminate this Agreement for convenience during its term by giving prior written notice to the University. Termination shall be effective ten (10) days after such written notice is given to the University. Such termination must occur at a time outside the Team's season (including NCAA post-season competition) so as to minimize the impact on the program.

5.3.3 If the Coach terminates this Agreement for convenience 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 convenience, Coach shall pay to the University, as liquidated damages and not a penalty, for the breach of this Agreement the following sum: (a) if the Agreement is terminated on or before June 30, 2013, the sum of \$20,000.00; (b) if the Agreement is terminated between \_\_\_\_\_ July 1, 2013 and



~~\_\_\_\_\_ inclusive, the sum of \$20,000.00; (c) if the Agreement is terminated between \_\_\_\_\_ and \_\_\_\_\_ June 30, 2014~~ inclusive, the sum of \$10,000.00. The liquidated damages shall be due and payable within twenty (20) days of the effective date of the termination, and any unpaid amount shall bear simple interest at a rate eight (8) percent per annum until paid.

5.3.4 The parties have both been represented by legal counsel in the contract negotiations and have bargained for and agreed to the foregoing liquidated damages provision, giving consideration to the fact that the University will incur administrative and recruiting costs in obtaining a replacement for Coach, in addition to potentially increased compensation costs if Coach terminates this Agreement for convenience, which damages are extremely difficult to determine with certainty. The parties further agree that the payment of such liquidated damages by Coach and the acceptance thereof by University shall constitute adequate and reasonable compensation to University for the damages and injury suffered by it because of such termination by Coach. The liquidated damages are not, and shall not be construed to be, a penalty. This section 5.3.4 shall not apply if Coach terminates this Agreement because of a material breach by the University.

5.3.5 Except as provide elsewhere in this Agreement, if Coach terminates this Agreement for convenience, Coach shall forfeit to the extent permitted by law Coach's right to receive all supplemental compensation and other payments.

#### 5.4 Termination Due to Disability or Death of Coach.

5.4.1 Notwithstanding any other provision of this Agreement, this Agreement shall terminate automatically if Coach becomes totally or permanently disabled as defined by the University's disability insurance carrier, becomes unable to perform the essential functions of the position of head coach, or dies.

5.4.2 If this Agreement is terminated because of Coach's death, Coach's salary and all other benefits shall terminate as of the last day worked, except that the Coach's personal representative or other designated beneficiary shall be paid all compensation due or unpaid and death benefits, if any, as may be contained in any fringe benefit plan now in force or hereafter adopted by the University and due to the Coach's estate or beneficiaries hereunder.

5.4.3 If this Agreement is terminated because the Coach becomes totally or permanently disabled as defined by the University's disability insurance carrier, or becomes unable to perform the essential functions of the position of head coach, all salary and other benefits shall terminate, except that the Coach shall be entitled to receive any compensation due or unpaid and any disability-related benefits to which Coach is entitled by virtue of employment with the University.



5.5 Interference by Coach. In the event of suspension, reassignment or termination, Coach agrees that Coach will not interfere with the University's student-athletes or otherwise obstruct the University's ability to transact business or operate its intercollegiate athletics program.

5.6 No Liability. The University shall not be liable to Coach for the loss of any collateral business opportunities or any other benefits, perquisites or income from any sources that may ensue as a result of any termination of this Agreement by either party or due to death or disability or the suspension or reassignment of Coach, regardless of the circumstances.

5.7 Waiver of Rights. Because the Coach is receiving a multi-year contract and the opportunity to receive supplemental compensation and because such contracts and opportunities are not customarily afforded to University employees, if the University suspends or reassigns Coach, or terminates this Agreement for good or adequate cause or for convenience, Coach shall have all the rights provided for in this Agreement but hereby releases the University from compliance with the notice, appeal, and similar employment-related rights provided for in the State Board of Education and Board or Regents of the University of Idaho Rule Manual (ID. ADMIN. CODE r. 08.01.01 et seq.) and Governing Policies and Procedures Manual, and the University Policies or Faculty-Staff Handbook.

## ARTICLE 6

6.1 Board Approval. This Agreement shall not be effective until and unless approved of the University's Board of Trustees and executed by both parties as set forth below. In addition, the payment of any compensation pursuant to this Agreement shall be subject to: the approval of the University's Board of Trustees, the President, and the Director; the sufficiency of legislative appropriations; the receipt of sufficient funds in the account from which such compensation is paid; and the Board of Trustees and University's rules or policies regarding financial exigency.

6.2 University Property. All personal property, material, and articles of information, including, without limitation, keys, credit cards, personnel records, recruiting records, team information, films, statistics or any other personal property, material, or data, furnished to Coach by the University or developed by Coach on behalf of the University or at the University's direction or for the University's use or otherwise in connection with Coach's employment hereunder are and shall remain the sole property of the University. Within twenty-four (24) hours of the expiration of the Term of this Agreement or its earlier termination as provided herein, Coach shall immediately cause any such personal property, materials, and articles of information in Coach's possession or control to be delivered to the Director.

6.3 Assignment. Neither party may assign its rights or delegate its obligations under this Agreement without the prior written consent of the other party.

6.4 Waiver. No waiver of any default in the performance of this Agreement shall be effective unless in writing and signed by the waiving party. The waiver of a particular breach in the performance of this Agreement shall not constitute a waiver of any other or subsequent breach. The resort to a particular remedy upon a breach shall not constitute a waiver of any other available remedies.

6.5 Severability. If any provision of this Agreement is determined to be invalid or unenforceable, the remainder of the Agreement shall not be affected and shall remain in effect.

6.6 Governing Law. This Agreement shall be subject to and construed in accordance with the laws of the state of Idaho as an agreement to be performed in Idaho. Any action based in whole or in part on this Agreement shall be brought in state district court in Ada County, Boise, Idaho.

6.7 Oral Promises. Oral promises of an increase in annual salary or of any supplemental or other compensation shall not be binding upon the University.

6.8 Force Majeure. Any prevention, delay or stoppage due to strikes, lockouts, labor disputes, acts of God, inability to obtain labor or materials or reasonable substitutes therefore, governmental restrictions, governmental regulations, governmental controls, enemy or hostile governmental action, civil commotion, fire or other casualty, and other causes beyond the reasonable control of the party obligated to perform (including financial inability), shall excuse the performance by such party for a period equal to any such prevention, delay or stoppage.

6.9 Non-Confidentiality. The Coach hereby consents and agrees that this document may be released and made available to the public after it is signed by the Coach. The Coach further agrees that all documents and reports Coach is required to produce under this Agreement may be released and made available to the public at the University's sole discretion.

6.10 Notices. Any notice under this Agreement shall be in writing and be delivered in person or by public or private courier service (including U.S. Postal Service Express Mail) or certified mail with return receipt requested or by facsimile. All notices shall be addressed to the parties at the following addresses or at such other addresses as the parties may from time to time direct in writing:

the University:	Boise State University
	Director of Athletics
	1910 University Drive
	Boise, Idaho 83725-1020

with a copy to:                      Boise State University  
   Office of the President  
   1910 University Drive  
   Boise, Idaho 83725-1000

the Coach:                              Neil Resnick  
   1910 University Drive  
   Boise, Idaho 83725-1025

Any notice shall be deemed to have been given on the earlier of: (a) actual delivery or refusal to accept delivery, (b) the date of mailing by certified mail, or (c) the day facsimile delivery is verified. Actual notice, however and from whoever received, shall always be effective.

6.11 Headings. The headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation hereof.

6.12 Binding Effect. This Agreement is for the benefit only of the parties hereto and shall inure to the benefit of and bind the parties and their respective heirs, legal representatives, successors and assigns.

6.13 Non-Use of Names and Trademarks. The Coach shall not, without the University's prior written consent in each case, use any name, trade name, trademark, or other designation of the University (including contraction, abbreviation or simulation), except in the course and scope of Coach's official University duties.

6.14 No Third Party Beneficiaries. There are no intended or unintended third party beneficiaries to this Agreement.

6.15 Entire Agreement; Amendments. This Agreement, [and the attached Addendum, constitute](#) the entire agreement between the parties and supersedes all prior agreements and understandings with respect to the same subject matter. No amendment or modification of this Agreement shall be effective unless in writing, signed by both parties, and approved by University's Board of Trustees.

6.16 Opportunity to Consult with Attorney. The Coach acknowledges that Coach has had the opportunity to consult and review this Agreement with an attorney. Accordingly, in all cases, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any party.

IN WITNESS WHEREOF, the parties agree to the terms and conditions of this Agreement and the incorporated documents attached hereto and have executed this Agreement freely and agree to be bound hereby as of the Effective Date.

UNIVERSITY

COACH

\_\_\_\_\_  
Mark Coyle, Director of Athletics

\_\_\_\_\_  
Neil Resnick

\_\_\_\_\_  
Dr. Robert Kustra, President

Approved by the Board on the \_\_\_\_ day of \_\_\_\_\_, 2012.

Neil Resnick, Boise State University, Co-Head Gymnastics Coach – 2012 – Multi-Year Contract

	<b>Model Contract Section</b>	<b>Contract Section</b>	<b>Justification for Modification</b>
3.2	Supplemental Compensation	3.2.1 Supplemental Compensation; language added	Language provides specific supplemental compensation information to be provided in the attached Addenda
3.2.1, 3.2.2, 3.2.3, 3.2.4	Supplemental Compensation	3.2 Supplemental Compensation; language deleted	Language deleted, as specific supplemental compensation information is provided in attached Addenda.
3.2.5	Supplemental Compensation	3.2.2 Supplemental Compensation; language deleted	Deleted language specific to Coach's right to receive payments for participation in media programs and public appearances.
3.2.4	Supplemental Compensation; Summer Camp Operated by University	3.2.4 Supplemental Compensation; summer camp; language deleted	Deleted language regarding summer camp operated by coach.
3.2.7	Supplemental Compensation	3.2.4 Supplemental Compensation; language deleted	Deleted unnecessary language regarding athletic footwear, apparel and equipment contracts.
4.3	Outside Income	4.3 Outside Income; added language	Added a list of sources of outside income that must receive prior approval by the President and the Athletic Director.
4.7	Other Coaching Opportunities	4.6 Other Coaching Opportunities; added language	Added language providing that Coach cannot pursue other employment without prior notice.
5.2	Termination of Coach for Convenience of University	5.2.4 Termination of Coach for Convenience of University; added language	Added language requiring Coach to use all accumulated annual leave

**Neil Resnick, Boise State University, Co-Head Gymnastics Coach – 2012 – Multi-Year Contract**

			prior to the end of the contract year, if the Coach's contract is non-renewed or terminated.
5.3	Termination by Coach for Convenience	5.3.2 Termination by Coach for Convenience; added language	Added language requiring any termination of convenience by Coach to occur outside the team's season and post-season competition.
6.15	Entire Agreement; Amendments	6.15 Entire Agreement; Amendments; added language	Added language clarifying that the attached Addendum is also a part of the entire agreement between the parties.

**BUSINESS AFFAIRS & HUMAN RESOURCES**  
**DECEMBER 13, 2012**

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**BOISE STATE UNIVERSITY**

**SUBJECT**

Amendment to Boise State University Supplemental Pension Plan

**REFERENCE**

April 2012

Board approved Boise State University Supplemental Pension Plan

**APPLICABLE STATUTE, RULE, OR POLICY**

Section 33-107C, Idaho Code

**BACKGROUND/DISCUSSION**

In April 2012 the Board approved Boise State University's request to establish a 401(a) Supplemental Pension Plan ("Plan") as part of head football coach Chris Petersen's compensation package. Currently Mr. Petersen is the only plan participant. At the time the Plan was submitted for Board approval, the University had not yet selected an annuity product that could be used to determine earnings on Plan contributions. As a result, the Plan provisions related to earnings intentionally did not address this issue.

The University has since selected a fixed index annuity offered by Allianz Life Insurance Company of North America, a corporation licensed to sell insurance in Idaho, as the funding vehicle for Plan contributions. The annuity is designed to provide flexible payout options as well as an enhanced withdrawal benefit if held in deferral for at least 10 years.

With the identification of this funding vehicle, Plan provisions related to the determination of earnings on Plan assets can now be made more specific as required by the Internal Revenue Service. The proposed First Amendment to the Plan accomplishes this by amending the definition of "Contract," restating the section on Plan earnings credits (Section 3.03), and adding an Appendix B in which the annuity contract is identified. The University, in its capacity as Plan administrator, requests Board approval to select any future annuity contract or contracts in accordance with Section 3.03 of the Plan as amended. Finally, the First Amendment to the Plan amends the definition of "Trust" and "Trustee" to allow the University to appoint a Plan trustee at its discretion.

**IMPACT**

The revised Plan language makes it clear that the benefit under the Plan will be equal to the benefit provided by the annuity contract identified in Appendix B. Once amended, the University will submit an application for determination for the Plan to the Internal Revenue Service. The University requests Board approval to adopt any reasonable amendments requested by the Internal Revenue Service as a condition of granting a favorable determination letter.

**ATTACHMENTS**

Attachment 1 – First Amendment to Supplemental Pension Plan

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**STAFF COMMENTS AND RECOMMENDATIONS**

This is a request by Boise State University (BSU) to approve an amendment to its Supplemental Pension Plan. The amendment identifies an investment product for the Plan and specifies determination of earnings. BSU also requests authorization to select future annuity contracts in accordance with Plan provisions and to make Plan amendments as required by the IRS as a condition of granting a favorable determination letter of the Plan.

Staff recommends approval.

**BOARD ACTION**

I move to approve the request by Boise State University to adopt the First Amendment to the Supplemental Pension Plan, to authorize the University to select any future annuity contracts in accordance with Plan provisions, to seek a determination letter for the Plan, to adopt any reasonable amendments requested by the Internal Revenue Service as a condition of granting a favorable determination letter and to authorize the Vice President for Finance and Administration to execute all necessary related documents.

The Board cannot comment on the tax consequences of the supplemental pension plan pending IRS action. No assurances or guarantees are made regarding the performance of any investment product selected for this Supplemental Pension Plan.

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



**FIRST AMENDMENT OF  
BOISE STATE UNIVERSITY SUPPLEMENTAL PENSION PLAN**

Boise State University ("Employer") hereby adopts this First Amendment of Boise State University Supplemental Pension Plan ("Plan"), effective February 1, 2012.

**BACKGROUND**

The Employer adopted the Plan, effective February 1, 2012, and it wishes to amend the Plan as provided in this Amendment.

In consideration of the premises, the Employer amends the Plan, effective February 1, 2012, as follows:

**AMENDMENT**

1. Section 1.01(k) is amended to read as follows:

(k) "Contract" means the applicable annuity contract or contracts selected by the Administrator pursuant to Section 3.03. Each Contract shall be an annuity contract issued by an insurance company qualified to do business in the state of Idaho, and no such Contract shall be structured to provide an interest crediting rate of return that is in excess of a market rate of return, as determined pursuant to Treasury Regulation Section 1.411(b)(5)-1(d)(5)(iii) and other applicable guidance of the Internal Revenue Service.

2. Section 1.01(ee) is amended to read as follows:

(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, and a trust is not established to hold such contracts, "Trust" shall refer to such annuity contract or contracts.

3. Section 1.01(ff) is amended to read as follows:

(ff) "Trustee" means the trust established and maintained to hold the assets of the Plan. If all assets of the of the Plan are held by an insurance company pursuant to one or more annuity contracts, and a trust is not established to hold such annuity contracts, "Trustee" shall refer to such insurance company.

4. Section 3.03 is amended to read as follows:

**Section 3.03. Earnings Credits.** The Administrator shall select a Contract in which an amount equal to each Principal Credit shall be invested at or before the time such Principal Credit is credited; provided, however, the Administrator may select different Contracts with respect to Principal Credits for different years. The Contract in which amounts are invested for a Plan Year's Principal Credits shall provide for annuity benefits with respect to each

Participant who receives Principal Credits for such Plan Year. 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) with credits under the Contract(s) applicable to the Participant until the Participant's Annuity Starting Date. The initial Contract shall be specified in Appendix B, and any subsequent Contract (and the Principal Credits to which it applies) shall be specified by an amendment of Appendix B.

5. A new Appendix B is added in the form attached hereto.

**IN WITNESS WHEREOF**, the Employer has caused this First Amendment of Boise State University Supplemental Pension Plan to be adopted, effective February 1, 2012.

**BOISE STATE UNIVERSITY**

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**APPENDIX B**  
**ANNUITY CONTRACTS SELECTED PURSUANT TO SECTION 3.03**

1. Initial Annuity Contract. Contract No. \_\_\_\_\_ issued by Allianz Life Insurance Company of North America.

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**BOISE STATE UNIVERSITY  
SUPPLEMENTAL PENSION PLAN**

Effective February 1, 2012

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## **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**  
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**BOISE STATE UNIVERSITY**

**SUBJECT**

Salary continuation for adjunct faculty for absence due to unforeseen illness or injury

**APPLICABLE STATUTE, RULE, OR POLICY**

Idaho State Board of Education Governing Policies & Procedures, Section II.J.

**BACKGROUND/DISCUSSION**

Boise State University (BSU) is undertaking a concerted effort to professionalize its adjunct faculty. Adjuncts (including visiting and affiliate faculty) are often not benefit-eligible employees and as such have no sick leave. In order to attract, retain, and incentivize a professional adjunct faculty, the University would like to extend assistance to adjuncts who are absent due to unforeseen illness or injury.

Since Boise State University does not currently provide any form of paid leave to the majority of its adjunct faculty, the University would like to establish a limited benefit for adjunct faculty members who experience unforeseen illnesses or injury but are not eligible for leave benefits. Specifically, the University will continue paying the salary of such adjunct faculty members for up to two weeks in a semester if they are absent due to unforeseen illness or injury. In addition to the two-week limit, the University intends to limit this benefit by providing it only to adjunct faculty who have previously been employed by the University for at least one full academic semester. It plans to further limit this benefit by requiring medical certification (without diagnostic details) of the illness or injury from a health care provider.

**IMPACT**

Adjunct faculty are the lowest compensated members of the University faculty. The budgets for adjuncts are set for an entire semester's pay for each course taught. Thus, continuing an adjunct's pay for two weeks during an illness will not impact the budget as each adjunct's pay is already budgeted. There may be some reduced salary savings by not stopping pay during those two weeks, but the impact is expected to be minimal.

The University intends to adopt policy language similar to the following:

Part-time adjunct faculty are not benefit-eligible and do not earn sick leave. However, in the event of unforeseen personal illness or injury lasting one week or more, part-time adjunct faculty who have been employed by the University for at least one full academic semester are eligible for limited continuation of regular salary. With medical certification (without diagnostic details) of the injury or illness from a health care provider and approval of the department chairperson,

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continuation of regular salary may be provided for a period not to exceed two weeks in any semester. Multiple absences may be approved up to the combined two-week maximum. It is the responsibility of the employee to notify their immediate supervisor without delay to arrange for class coverage.

**STAFF COMMENTS AND RECOMMENDATIONS**

This is a request by BSU to approve the establishment of a limited fringe benefit for adjunct faculty, with an aim towards enhancing recruitment and retention. The fiscal impact would be largely budget-neutral because adjunct salary is already budgeted for an entire semester. Staff recommends approval.

**BOARD ACTION**

I move to approve the request by Boise State University to establish a limited salary continuation benefit for adjunct faculty in the event of absence due to unforeseen illness or injury.

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

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**UNIVERSITY OF IDAHO**

**SUBJECT**

Request for approval, Director of Tennis, Jeff Beaman, employment contract

**REFERENCE**

August 12, 2010                      Board approval of multi-year coaching contract

**APPLICABLE STATUTE, RULE, OR POLICY**

Idaho State Board of Education Governing Policies & Procedures Section II.H.1.

**BACKGROUND/DISCUSSION**

The University of Idaho (UI) wishes to extend the contract with its Director of Tennis, Jeff Beaman, for a period commencing with the approval of the proposed contract and ending June 30, 2015. The current contract term expires June 30, 2013. The primary terms of the agreement are set forth below, and the entire contract and comparison to the Board model contract are attached.

**IMPACT**

The annual base salary from appropriated funds is \$37,003.20; with eligibility to receive university-wide changes in employee compensation approved by the Director of Athletics and the President. Any other salary increases require approval of the Regents.

There is an annual media payment of \$13,000 and the following incentive/supplemental compensation provisions:

- Conference champions or co-champion = 1/13<sup>th</sup> of salary per team (Men's and Women's) for each conference championship or co-championship team (total of 2 possible)
- Team qualifies for NCAA tournament = \$500 per team
- Academic achievement and behavior of team (categorized using APR) =:
  - National score within sport
    - 975 – 979 = \$200 per team
    - 980 – 985 = \$250 per team
    - 986 – 990 = \$300 per team
    - 990 and above = \$400 per team
- Conference Coach of the Year = \$1,000 per team
- Regional Coach of the Year = \$1,000 per team
- Division I National Coach of the year = 1/13<sup>th</sup> of salary
- Top 20 national ranking at season end = \$500 per team
- Singles player or doubles team participating in the NCAA national indoor or outdoor national tennis championships = \$250 per individual or team (estimate maximum 8 per year) = \$2,000

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- Singles player or doubles team winning a NCAA national indoor or outdoor national tennis championship \$1,000 per player or team (estimate maximum 8 per year)

Total potential annual compensation (base salary, media payment and incentive) is \$75,342.40 (using the estimated number of NCAA tournament appearances and championships set out above in any given year).

**ATTACHMENTS**

Attachment 1 – Employment Contract

Page 3

Attachment 2 – Comparison to Board Model Contract

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**STAFF COMMENTS AND RECOMMENDATIONS**

This is a request for approval of a two-year contract extension for UI's Director of Tennis. The academic incentives are adequate – with the highest amount almost equivalent to incentive pay for a NCAA tournament team qualifier. The contract also contains adequate liquidated damages in favor of the University. The employment agreement follows the Board-approved model contract.

Changes from the current contract include an increase in base salary; additional media payment; academic achievement incentives changed to be consistent with the other recent contract renewals; sections 3.2.5 through 3.2.9 have been added as incentives; and an increase in the liquidated damages.

Staff recommends approval.

**BOARD ACTION**

I move to approve the request by the University of Idaho to extend the university's employment contract with Jeff Beaman, as Director of Tennis, for a term commencing on the expiration of the existing contract and expiring on June 30, 2015 with an annual base salary of \$37,003.20 and such contingent base salary increases, annual media payments, and incentive/supplemental compensation provisions as set forth in the materials presented to the Board, in substantial conformance with the terms of contract set forth in Attachment 1.

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

## EMPLOYMENT AGREEMENT

This Employment Agreement (Agreement) is entered into by and between the University of Idaho (University), and Jeff Beaman (Coach).

### ARTICLE 1

1.1. Employment. Subject to the terms and conditions of this Agreement, the University shall employ Coach as the director of tennis of its intercollegiate men's and women's tennis Teams (Team or Teams). Coach represents and warrants that Coach is fully qualified to serve, and is available for employment, in this capacity.

1.2. Reporting Relationship. Coach shall report and be responsible directly to the University's Director of Athletics (Director) or the Director's designee. Coach shall abide by the reasonable instructions of Director or the Director's designee and shall confer with the Director or the Director's designee on all administrative and technical matters. Coach shall also be under the general supervision of the University's President (President).

1.3. Duties. Coach shall manage and supervise the Team and shall perform such other duties in the University's athletic program as the Director may assign and as may be described elsewhere in this Agreement. The University shall have the right, at any time, to reassign Coach to duties at the University other than as director of tennis of the Teams, provided that Coach's compensation and benefits shall not be affected by any such reassignment, except that the opportunity to earn supplemental compensation as provided in sections 3.2.1 through 3.2.7 shall cease.

### ARTICLE 2

2.1. Term. This Agreement is for a fixed-term appointment commencing on \_\_\_\_\_, and terminating, without further notice to Coach, on June 30, 2015, unless sooner terminated in accordance with other provisions of this Agreement.

2.2. Extension or Renewal. This Agreement is renewable solely upon an offer from the University and an acceptance by Coach, both of which must be in writing and signed by the parties. Any renewal is subject to the prior approval of University's Board of Regents. This Agreement in no way grants to Coach a claim to tenure in employment, nor shall Coach's service pursuant to this agreement count in any way toward tenure at the University.

### ARTICLE 3

3.1 Regular Compensation.

3.1.1 In consideration of Coach's services and satisfactory performance of this Agreement, the University shall provide to Coach:

- a) An annual salary of \$37,003.20 per year, payable in biweekly installments in accordance with normal University procedures. Coach will be able to receive University wide changes in employee compensation approved by the Director and President; any other salary increases shall also require approval by the University's Board of Regents;
- b) The opportunity to receive such employee benefits as the University provides generally to non-faculty exempt employees; and
- c) The opportunity to receive such employee benefits as the University's Department of Athletics (Department) provides generally to its employees of a comparable level. Coach hereby agrees to abide by the terms and conditions, as now existing or hereafter amended, of such employee benefits.

**3.2 Supplemental Compensation.**

3.2.1. Each year one of the Teams is the conference champion or co-champion and if Coach continues to be employed as University's director of tennis as of the ensuing July 1st, the University shall pay to Coach supplemental compensation in an amount equal to 1/13<sup>th</sup> of Coach's annual salary during the fiscal year in which the championship is achieved. If both the men's and women's Teams are conference champions or co-champions, the University shall pay to Coach supplemental compensation in an amount equal to 1/13<sup>th</sup> of Coach's annual salary for each championship or co-championship. The University shall determine the appropriate manner in which it shall pay Coach any such supplemental compensation.

3.2.2. Each year one of the Teams receives a bid to participate in the NCAA tournament and if Coach continues to be employed as University's director of tennis as of the ensuing July 1st, the University shall pay to Coach supplemental compensation of \$500 per team for each round of participation in the NCAA tournament.

3.2.3 Each year Coach shall be eligible to receive supplemental compensation based on the academic achievement and behavior of Team members if either Team's cumulative Academic Progress Rate ("APR") ranks nationally within the applicable sport at the 50th percentile or higher, and with national scores as follows:

National score within sport  
975 – 979 = \$200 per team  
980 – 985 = \$250 per team  
986 – 990 = \$300 per team  
990 and above = \$400 per team



3.2.4 Each year the University head men's or women's tennis coach is named Conference Coach of the Year or Conference Co-Coach of the year for either Team, Coach shall receive supplemental compensation of \$1,000 per team. The University shall determine the appropriate manner in which it shall pay Coach any such supplemental compensation.

3.2.5 Each year the University Idaho head men's or women's tennis coach is named Regional Coach of the Year for either team, Coach shall receive supplemental compensation of \$1,000 per team. The University shall determine the appropriate manner in which it shall pay Coach any such supplemental compensation.

3.2.6 Each year the University Idaho head men's or women's tennis coach is named Division I National Coach of the year for either team, Coach shall receive supplemental compensation of  $\$1/13^{\text{th}}$  of annual salary. The University shall determine the appropriate manner in which it shall pay Coach any such supplemental compensation.

3.2.7 Each year one of the teams finishes in the top 20 in the final rankings as determined by Intercollegiate Tennis Association and if Coach continues to be employed as University's head coach of its intercollegiate tennis programs as of the ensuing July 1st, the University shall pay to Coach supplemental compensation of \$500. If both teams are ranked in the top 20 in the final rankings, the Coach will earn supplemental compensation of \$500 for each Top 20 finish. The University shall determine the appropriate manner in which it shall pay Coach any such supplemental compensation.

3.2.8. For each singles player or doubles team participating in the NCAA national indoor or outdoor national tennis championships and if Coach continues to be employed as University's head of its intercollegiate tennis programs as of the ensuing July 1st, the University shall pay to Coach supplemental compensation of \$250 for each singles player or doubles team participating in the NCAA national championships.

3.2.9 For each singles player or doubles team winning a NCAA national indoor or outdoor national tennis championship and if Coach continues to be employed as University's head of its intercollegiate tennis programs as of the ensuing July 1st, the University shall pay to Coach supplemental compensation of \$1000 for each singles player or doubles team winning an NCAA national championship.

3.2.10 The Coach shall receive the sum of \$13,000 from the University or the University's designated media outlet(s) or a combination thereof each year during the term of this Agreement in compensation for participation in media programs and public appearances (Programs). Each year, one-half of this sum shall be paid in July and one-half shall be paid after the last date of competition. Coach's right to receive the second half of such payment shall vest on the date of the Team's last regular season or post-season competition, whichever occurs later, and contingent upon Coach's continued employment as of that date. Coach's right to receive any such media payment under this Paragraph is expressly contingent on Coach's compliance with University's financial stewardship policies as set forth in University's Administrative Procedures

Manual Chapter 25. Agreements requiring the Coach to participate in Programs related to his duties as an employee of University are the property of the University. The University shall have the exclusive right to negotiate and contract with all producers of media productions and all parties desiring public appearances by the Coach. Coach agrees to cooperate with the University in order for the Programs to be successful and agrees to provide his services to and perform on the Programs and to cooperate in their production, broadcasting, and telecasting. It is understood that neither Coach nor any assistant coaches shall appear without the prior written approval of the Director on any competing radio or television program (including but not limited to a coach's show, call-in show, or interview show) or a regularly scheduled news segment, except that this prohibition shall not apply to routine news media interviews for which no compensation is received. Without the prior written approval of the Director, Coach shall not appear in any commercial endorsements which are broadcast on radio or television that conflict with those broadcast on the University's designated media outlets.

3.2.11 Coach agrees that the University has the exclusive right to operate youth tennis camps on its campus using University facilities. The University shall allow Coach the opportunity to earn supplemental compensation by assisting with the University's camps in Coach's capacity as a University employee. Coach hereby agrees to assist in the marketing, supervision, and general administration of the University's youth tennis camps. Coach also agrees that Coach will perform all obligations mutually agreed upon by the parties. In exchange for Coach's participation in the University's youth tennis camps, the University shall pay Coach the remaining income from the youth tennis camps, less \$500, after all claims, insurance, and expenses of such camps have been paid.

3.2.12 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 Teams is being filmed by motion picture or video camera or posing for photographs in their capacity as representatives of University. Coach recognizes that the University has entered into an agreement with Nike to supply the University with athletic footwear, apparel and/or equipment. Coach agrees that, upon the University's reasonable request, Coach will consult with appropriate parties concerning a Nike product's design or performance, shall act as an instructor at a clinic sponsored in whole or in part by Nike, or give a lecture at an event sponsored in whole or in part by Nike, or make other educationally-related appearances as may be reasonably requested by the University. Notwithstanding the foregoing sentence, Coach shall retain the right to decline such appearances as Coach reasonably determines to conflict with or hinder his duties and obligations as director of tennis. In order to avoid entering into an agreement with a competitor of Nike, Coach shall submit all outside consulting agreements to the University for review and approval prior to execution. Coach shall also report such outside income to the University in accordance with NCAA rules. Coach further agrees that Coach will not endorse any athletic footwear, apparel and/or equipment products, including Nike, and will not participate in any messages or promotional appearances which contain a comparative or qualitative description of athletic footwear, apparel or equipment products.

3.3 General Conditions of Compensation. All compensation provided by the University to Coach is subject to deductions and withholdings as required by law or the terms

and conditions of any fringe benefit in which Coach participates. However, if any fringe benefit is based in whole or in part upon the compensation provided by the University to Coach, such fringe benefit shall be based only on the compensation provided pursuant to section 3.1.1, except to the extent required by the terms and conditions of a specific fringe benefit program.

**ARTICLE 4**

4.1. Coach's Specific Duties and Responsibilities. In consideration of the compensation specified in this Agreement, Coach, in addition to the obligations set forth elsewhere in this Agreement, shall:

4.1.1. Devote Coach's full time and best efforts to the performance of Coach's duties under this Agreement;

4.1.2. Develop and implement programs and procedures with respect to the evaluation, recruitment, training, and coaching of Team members which enable them to compete successfully and reasonably protect their health, safety, and well-being;

4.1.3. Observe and uphold all academic standards, requirements, and policies of the University and encourage Team members to perform to their highest academic potential and to graduate in a timely manner; and

4.1.4. Know, recognize, and comply with all applicable laws and the policies, rules and regulations of the University, the University's governing board, the conference, and the NCAA; supervise and take appropriate steps to ensure that Coach's assistant coaches, any other employees for whom Coach is administratively responsible, and the members of the Teams 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 applicable laws, policies, rules, and regulations include: (a) State Board of Education and Board of Regents of the University Governing Policies and Procedures and Rule Manual; (b) University's Handbook; (c) University's Administrative Procedures Manual; (d) the policies of the Department; (e) NCAA rules and regulations; and (f) the rules and regulations of the women's and men's tennis conference of which the University is a member.

4.2. Outside Activities. Coach shall not undertake any business, professional or personal activities, or pursuits that would prevent Coach from devoting Coach's full time and best efforts to the performance of Coach's duties under this Agreement, that would otherwise detract from those duties in any manner, or that, in the opinion of the University, would reflect adversely upon the University or its athletic program. Subject to the terms and conditions of this Agreement, Coach may, with the prior written approval of the Director, who may consult with the President, enter into separate arrangements for outside activities and endorsements which are consistent with Coach's obligations under this Agreement. Coach may not use the University's

name, logos, or trademarks in connection with any such arrangements without the prior written approval of the Director and the President

4.3. NCAA Rules. In accordance with NCAA rules, Coach shall obtain prior written approval from the University's President for all athletically related income and benefits from sources outside the University and shall provide a written detailed account of the source and amount of all such income and benefits to the University's President whenever reasonably requested, but in no event less than annually before the close of business on June 30th of each year or the last regular University work day preceding June 30th. The report shall be in a format reasonably satisfactory to University. Sources of such income include, but are not limited to, the following:

- (a) Income from annuities;
- (b) Sports camps;
- (c) Housing benefits, including preferential housing arrangements;
- (d) Country club memberships;
- (e) Complimentary ticket sales;
- (f) Television and radio programs; and
- (g) Endorsement or consultation contracts with athletics shoe, apparel or equipment manufacturers.

In no event shall Coach accept or receive directly or indirectly any monies, benefits, or gratuities whatsoever from any person, association, corporation, University booster club, University alumni association, University foundation, or other benefactor, if the acceptance or receipt of the monies, benefits, or gratuities would violate applicable law or the policies, rules, and regulations of the University, the University's governing board, the conference, or the NCAA.

4.4 Hiring Authority. Coach shall have the responsibility and the sole authority to recommend to the Director the hiring and termination of assistant coaches for the Teams, but the decision to hire or terminate an assistant coach shall be made by the Director and shall, when necessary or appropriate, be subject to the approval of President and the University's Board of Regents.

4.5 Scheduling. Coach shall consult with, and may make recommendations to, the Director or the Director's designee with respect to the scheduling of Teams' competitions, but the final decision shall be made by the Director or the Director's designee.

4.6 Other Coaching Opportunities. Coach shall not, under any circumstances, interview for, negotiate for, or accept employment as a coach at any other institution of higher education or with any professional sports team, requiring performance of duties prior to the expiration of this Agreement, without the prior approval of the Director. Such approval shall not unreasonably be withheld.

## **ARTICLE 5**

5.1 Termination of Coach for Cause. The University may, in its discretion, suspend Coach from some or all of Coach's duties, temporarily or permanently, and with or without pay; reassign Coach to other duties; or terminate this Agreement at any time for good or adequate

cause, as those terms are defined in applicable rules and regulations, including but not limited to the University's Faculty-Staff Handbook, Policies and Procedures of the Regents of the University, and the University's Administrative Procedures Manual.

5.1.1 In addition to the definitions contained in applicable rules and regulations, University and Coach hereby specifically agree that the following shall constitute good or adequate cause for suspension, reassignment, or termination of this Agreement:

- a) A deliberate or major violation of Coach's duties under this agreement or the refusal or unwillingness of Coach to perform such duties in good faith and to the best of Coach's abilities;
- b) The failure of Coach to remedy any violation of any of the terms of this agreement within 30 days after written notice from the University;
- c) A deliberate or major violation by Coach of any applicable law or the policies, rules or regulations of the University, the University's governing board, the conference or the NCAA, including but not limited to any such violation which may have occurred during the employment of Coach at another NCAA or NAIA member institution;
- d) Ten (10) working days' absence of Coach from duty without the University 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 Teams; 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 Teams if

Coach knew or should have known of the violation and could have prevented it by ordinary supervision.

5.1.2 Suspension, reassignment, or termination for good or adequate cause shall be effectuated by the University as follows: before the effective date of the suspension, reassignment, or termination, the Director or his or her designee shall provide Coach with notice, which notice shall be accomplished in the manner provided for in this Agreement and shall include the reason(s) for the contemplated action. Coach shall then have an opportunity to respond. After Coach responds or fails to respond, University shall notify Coach whether, and if so when, the action will be effective.

5.1.3 In the event of any termination for good or adequate cause, the University's obligation to provide compensation and benefits to Coach, whether direct, indirect, supplemental or collateral, shall cease as of the date of such termination, and the University shall not be liable for the loss of any collateral business opportunities or other benefits, perquisites, or income resulting from outside activities or from any other sources.

5.1.4 If found in violation of NCAA regulations, Coach shall, in addition to the provisions of Section 5.1, be subject to disciplinary or corrective action as set forth in the provisions of the NCAA enforcement procedures, including suspension without pay or termination of employment for significant or repetitive violations. This section applies to violations occurring at the University or at previous institutions at which the Coach was employed.

**5.2 Termination of Coach for Convenience of University.**

5.2.1 At any time after commencement of this Agreement, University, for its own convenience, may terminate this Agreement by giving ten (10) days prior written notice to Coach.

5.2.2 In the event that University terminates this Agreement for its own convenience, University shall pay Coach the salary set forth in section 3.1.1(a), excluding all deductions required by law, on the regular paydays of University until the term of this Agreement ends or until Coach obtains reasonably comparable employment, whichever occurs first, provided however, in the event Coach obtains other employment of any kind or nature after such termination, then the amount of compensation University pays will be adjusted and reduced by the amount of compensation paid Coach as a result of such other employment, such adjusted compensation to be calculated for each University pay-period by reducing the gross salary set forth in section 3.1.1(a) (before deductions required by law) by the gross compensation paid to Coach under the other employment, then subtracting from this adjusted gross compensation deductions according to law. In addition, Coach will be entitled to continue his health insurance plan and group life insurance as if he remained a University employee until the term of this Agreement ends or until Coach obtains reasonably comparable employment or any other employment providing Coach with a reasonably comparable health plan and group life insurance, whichever occurs first. Coach shall be entitled to no other compensation or fringe benefits, except as otherwise provided herein or required by law. Coach specifically agrees to

inform University within ten business days of obtaining other employment and to advise University of all relevant terms of such employment, including without limitation the nature and location of the employment, salary, other compensation, health insurance benefits, life insurance benefits, and other fringe benefits. Failure to so inform and advise University shall constitute a material breach of this Agreement and University's obligation to pay compensation under this provision shall end. Coach agrees not to accept employment for compensation at less than the fair value of Coach's services, as determined by all circumstances existing at the time of employment. Coach further agrees to repay to University all compensation paid to him by University after the date he obtains other employment, to which he is not entitled under this provision.

5.2.3 University has been represented by legal counsel, and Coach has either been represented by legal counsel or has chosen to proceed without legal counsel in the contract negotiations. The parties have bargained for and agreed to the foregoing provision, giving consideration to the fact that the Coach may lose certain benefits, supplemental compensation, or outside compensation relating to his employment with University, which damages are extremely difficult to determine with certainty. The parties further agree that the payment of such liquidated damages by University and the acceptance thereof by Coach shall constitute adequate and reasonable compensation to Coach for the damages and injury suffered by Coach because of such termination by University. The liquidated damages are not, and shall not be construed to be, a penalty.

**5.3 Termination by Coach for Convenience.**

5.3.1 The Coach recognizes that his promise to work for University for the entire term of this Agreement is of the essence of this Agreement. The Coach also recognizes that the University is making a highly valuable investment in his employment by entering into this Agreement and that its investment would be lost were he to resign or otherwise terminate his employment with the University before the end of the contract term.

5.3.2 The Coach, for his own convenience, may terminate this Agreement during its term by giving prior written notice to the University. Termination shall be effective ten (10) days after notice is given to the University.

5.3.3 If the Coach terminates this Agreement for convenience at any time, all obligations of the University shall cease as of the effective date of the termination. If the Coach terminates this Agreement for his convenience prior to June 30, 2015 he shall pay to the University the sum of \$6,000.00. Payment shall be due and payable within twenty (20) days of the effective date of the termination, and any unpaid amount shall bear simple interest at a rate eight (8) percent per annum until paid.

5.3.4 University has been represented by legal counsel, and Coach has either been represented by legal counsel or has chosen to proceed without legal counsel in the contract negotiations. The parties have both bargained for and agreed to the foregoing provision, giving consideration to the fact that the University will incur administrative and recruiting costs in

obtaining a replacement for Coach, in addition to potentially increased compensation costs if Coach terminates this Agreement for convenience, that are extremely difficult to determine with certainty. The parties further agree that the payment of such liquidated damages by Coach and the acceptance thereof by University shall constitute adequate and reasonable compensation to University for the damages and injury suffered by it because of such termination by Coach. The liquidated damages are not, and shall not be construed to be, a penalty. This section 5.3.4 shall not apply if Coach terminates this Agreement because of a material breach by the University.

5.3.5 Except as provided elsewhere in this Agreement, if Coach terminates this Agreement for convenience, he shall forfeit his right to receive all supplemental compensation and other payments unpaid as of the date Coach gives notice of termination, unless Coach's right to receive those payments has vested pursuant to the terms of this Agreement.

5.4 Termination due to Disability or Death of Coach.

5.4.1 Notwithstanding any other provision of this Agreement, this Agreement shall terminate automatically if Coach becomes totally or permanently disabled as defined by the University's disability insurance carrier, becomes unable to perform the essential functions of the position of head coach, or dies.

5.4.2 If this Agreement is terminated because of Coach's death, Coach's salary and all other benefits shall terminate as of the last day worked, except that the Coach's personal representative or other designated beneficiary shall be paid all compensation due or unpaid and death benefits, if any, as may be contained in any fringe benefit plan now in force or hereafter adopted by the University and due to the Coach's estate or beneficiaries thereunder.

5.4.3 If this Agreement is terminated because the Coach becomes totally or permanently disabled as defined by the University disability insurance carrier, or becomes unable to perform the essential functions of the position of head coach, all salary and other benefits shall terminate, except that the Coach shall be entitled to receive any compensation due or unpaid and any disability-related benefits to which he is entitled by virtue of employment with the University.

5.5 Interference by Coach. In the event of termination, suspension, or reassignment, Coach agrees that Coach will not interfere with the University's student-athletes or otherwise obstruct the University's ability to transact business or operate its intercollegiate athletics program.

5.6 No Liability. The University shall not be liable to Coach for the loss of any collateral business opportunities or any other benefits, perquisites or income from any sources that may ensue as a result of any termination of this Agreement by either party or due to death or disability or the suspension or reassignment of Coach, regardless of the circumstances.

5.7 Waiver of Rights. Because the Coach is receiving a multi-year contract and the opportunity to receive supplemental compensation and because such contracts and opportunities are not customarily afforded to University employees, if the University suspends or reassigns



Coach, or terminates this Agreement for good or adequate cause or for convenience, Coach shall have all the rights provided for in this Agreement but hereby releases the University from compliance with the notice, appeal, and similar employment-related rights provide for in the State Board of Education and Board or Regents of the University Rule Manual (IDAPA 08) and Governing Policies and Procedures Manual, and the University Faculty-Staff Handbook.

**ARTICLE 6**

6.1 Board Approval. This Agreement shall not be effective until and unless approved of the University's Board of Regents and executed by both parties as set forth below. In addition, the payment of any compensation pursuant to this agreement shall be subject to the approval of the University's Board of Regents, the President, and the Director; the sufficiency of legislative appropriations; the receipt of sufficient funds in the account from which such compensation is paid; and the Board of Regents and University's rules regarding financial exigency.

6.2 University Property. All personal property (excluding vehicle(s) provided through the Vandal Wheels program), material, and articles of information, including, without limitation, keys, credit cards, personnel records, recruiting records, team information, films, statistics or any other personal property, material, or data, furnished to Coach by the University or developed by Coach on behalf of the University or at the University's direction or for the University's use or otherwise in connection with Coach's employment hereunder are and shall remain the sole property of the University. Within twenty-four (24) hours of the expiration of the term of this agreement or its earlier termination as provided herein, Coach shall immediately cause any such personal property, materials, and articles of information in Coach's possession or control to be delivered to the Director.

6.3 Assignment. Neither party may assign its rights or delegate its obligations under this Agreement without the prior written consent of the other party.

6.4 Waiver. No waiver of any default in the performance of this Agreement shall be effective unless in writing and signed by the waiving party. The waiver of a particular breach in the performance of this Agreement shall not constitute a waiver of any other or subsequent breach. The resort to a particular remedy upon a breach shall not constitute a waiver of any other available remedies.

6.5 Severability. If any provision of this Agreement is determined to be invalid or unenforceable, the remainder of the Agreement shall not be affected and shall remain in effect.

6.6 Governing Law. This Agreement shall be subject to and construed in accordance with the laws of the state of Idaho as an agreement to be performed in Idaho. Any action based in whole or in part on this Agreement shall be brought in the courts of the state of Idaho.

6.7 Oral Promises. Oral promises of an increase in annual salary or of any supplemental or other compensation shall not be binding upon the University.

6.8 Force Majeure. Any prevention, delay or stoppage due to strikes, lockouts, labor disputes, acts of God, inability to obtain labor or materials or reasonable substitutes therefor, governmental restrictions, governmental regulations, governmental controls, enemy or hostile governmental action, civil commotion, fire or other casualty, and other causes beyond the reasonable control of the party obligated to perform (including financial inability), shall excuse the performance by such party for a period equal to any such prevention, delay or stoppage.

6.9 Confidentiality. The Coach hereby consents and agrees that this document may be released and made available to the public after it is signed by the Coach. The Coach further agrees that all documents and reports he is required to produce under this Agreement may be released and made available to the public at the University's sole discretion.

6.10 Notices. Any notice under this Agreement shall be in writing and be delivered in person or by public or private courier service (including U.S. Postal Service Express Mail) or certified mail with return receipt requested or by facsimile. All notices shall be addressed to the parties at the following addresses or at such other addresses as the parties may from time to time direct in writing:

the University:                      Director of Athletics  
University of Idaho  
P.O. Box 442302  
Moscow, Idaho 83844-2302

with a copy to:                      President  
University of Idaho  
P.O. Box 443151  
Moscow, ID 83844-3151

the Coach:                              Jeff Beaman  
Last known address on file with  
University's Human Resource Services

Any notice shall be deemed to have been given on the earlier of: (a) actual delivery or refusal to accept delivery, (b) the date of mailing by certified mail, or (c) the day facsimile delivery is verified. Actual notice, however and from whomever received, shall always be effective.

6.11 Headings. The headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation hereof.

6.12 Binding Effect. This Agreement is for the benefit only of the parties hereto and shall inure to the benefit of and bind the parties and their respective heirs, legal representatives, successors and assigns.

6.13 Non-Use of Names and Trademarks. The Coach shall not, without the University's prior written consent in each case, use any name, trade name, trademark, or other

designation of the University (including contraction, abbreviation or simulation), except in the course and scope of his official University duties.

6.14 No Third Party Beneficiaries. There are no intended or unintended third party beneficiaries to this Agreement.

6.15 Entire Agreement; Amendments. This Agreement constitutes the entire agreement of the parties and supersedes all prior agreements and understandings with respect to the same subject matter. No amendment or modification of this Agreement shall be effective unless in writing, signed by both parties, and approved by University's Board of Regents.

6.16 Opportunity to Consult with Attorney. The Coach acknowledges that he has had the opportunity to consult and review this Agreement with an attorney and has either consulted with legal counsel or chosen not to. Accordingly, in all cases, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any party.

UNIVERSITY OF IDAHO

COACH

\_\_\_\_\_  
Duane Nellis, President

Date: \_\_\_\_\_

\_\_\_\_\_  
Jeff Beaman

Date: \_\_\_\_\_

Approved by the Board of Regents on the \_\_th day of \_\_\_\_\_, 2012.

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~~(MODEL ATHLETICS CONTRACT)~~

## EMPLOYMENT AGREEMENT

This Employment Agreement (Agreement) is entered into by and between \_\_\_\_\_  
~~(the~~ University ~~(College)~~ of Idaho (University), and \_\_\_\_\_ Jeff Beaman (Coach).

## ARTICLE 1

1.1. Employment. Subject to the terms and conditions of this Agreement, the University ~~(College)~~ shall employ Coach as the ~~head coach~~ director of tennis of its intercollegiate ~~(Sport) — team~~ men's and women's tennis Teams (Team or Teams). Coach represents and warrants that Coach is fully qualified to serve, and is available for employment, in this capacity.

1.2. Reporting Relationship. Coach shall report and be responsible directly to the University ~~(College)~~'s Director of Athletics (Director) or the Director's designee. Coach shall abide by the reasonable instructions of Director or the Director's designee and shall confer with the Director or the Director's designee on all administrative and technical matters. Coach shall also be under the general supervision of the University ~~(College)~~'s President (President).

1.3. Duties. Coach shall manage and supervise the Team and shall perform such other duties in the University ~~(College)~~'s athletic program as the Director may assign and as may be described elsewhere in this Agreement. The University ~~(College)~~ shall have the right, at any time, to reassign Coach to duties at the University ~~(College)~~ other than as ~~head coach~~ director of tennis of the ~~Team~~ Teams, provided that Coach's compensation and benefits shall not be affected by any such reassignment, except that the opportunity to earn supplemental compensation as provided in sections 3.2.1 through ~~(Depending on supplemental pay provisions used) — 3.2.7~~ shall cease.

## ARTICLE 2

2.1. Term. This Agreement is for a fixed-term appointment ~~of \_\_\_\_\_ ( ) years,~~ commencing on \_\_\_\_\_, and terminating, without further notice to Coach, on June 30, 2015, unless sooner terminated in accordance with other provisions of this Agreement.

2.2. Extension or Renewal. This Agreement is renewable solely upon an offer from the University ~~(College)~~ and an acceptance by Coach, both of which must be in writing and signed by the parties. Any renewal is subject to the prior approval of University ~~(College)~~'s Board of ~~(Regents or Trustees) —~~. This Agreement in no way grants to Coach a claim to tenure in employment, nor shall Coach's service pursuant to this agreement count in any way toward tenure at the University ~~(College)~~.

## ARTICLE 3

### 3.1 Regular Compensation.

3.1.1 In consideration of Coach's services and satisfactory performance of this Agreement, the University ~~(College)~~ shall provide to Coach:

- a) An annual salary of \$ 37,003.20 per year, payable in biweekly installments in accordance with normal University ~~(College) procedures, and such salary increases as may be determined appropriate~~ procedures. Coach will be able to receive University wide changes in employee compensation approved by the Director and President ~~and approved;~~ any other salary increases shall also require approval by the University ~~(College)~~'s Board of ~~(Regents or Trustees)~~;
- b) The opportunity to receive such employee benefits as the University ~~(College)~~ provides generally to non-faculty exempt employees; and
- c) The opportunity to receive such employee benefits as the University ~~(College)~~'s Department of Athletics (Department) provides generally to its employees of a comparable level. Coach hereby agrees to abide by the terms and conditions, as now existing or hereafter amended, of such employee benefits.

### 3.2 Supplemental Compensation.

3.2.1. Each year one of the Teams is the conference champion or co-champion and if Coach continues to be employed as University's director of tennis as of the ensuing July 1st, the University shall pay to Coach supplemental compensation in an amount equal to 1/13<sup>th</sup> of Coach's annual salary during the fiscal year in which the championship is achieved. If both the men's and women's Teams are conference champions or co-champions, the University shall pay to Coach supplemental compensation in an amount equal to 1/13<sup>th</sup> of Coach's annual salary for each championship or co-championship. The University shall determine the appropriate manner in which it shall pay Coach any such supplemental compensation.

3.2.2. 3.2.1. Each year the Team is the conference champion or co-champion and also becomes eligible for a (bowl game pursuant to NCAA Division I guidelines or post season one of the Teams receives a bid to participate in the NCAA tournament or post season playoffs); and if Coach continues to be employed as University ~~(College)~~'s head ~~(Sport) coach's~~ director of tennis as of the ensuing July 1st, the University ~~(College)~~ shall pay to Coach supplemental compensation ~~in an amount equal to (amount or computation) of Coach's Annual Salary during the fiscal year in which the championship and (bowl or other post season) eligibility are achieved. The University (College) shall determine the appropriate manner in which it shall pay Coach any such supplemental compensation.~~

~~3.2.2 Each year the Team is ranked in the top 25 in the (national rankings, such as final ESPN/USA Today coaches poll of Division IA football teams), and if Coach continues to be~~

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~~employed as University (College)'s head (Sport) coach as of the ensuing July 1st, the University (College) shall pay Coach supplemental compensation in an amount equal to (amount or computation) of Coach's Annual Salary in effect on the date of the final poll. The University (College) shall determine the appropriate manner in which it shall pay Coach any such supplemental compensation~~ of \$500 per team for each round of participation in the NCAA tournament.

3.2.3 Each year Coach shall be eligible to receive supplemental compensation ~~in an amount up to (amount or computation) based on the academic achievement and behavior of Team members. The determination of whether Coach will receive such supplemental compensation and the timing of the payment(s) shall be at the discretion of the President in consultation with the Director and approved by the University (College)'s Board of (Regents or Trustees).~~ The determination shall be based on the following factors: grade point averages; difficulty of major course of study; honors such as scholarships, designation as Academic All-American, and conference academic recognition; progress toward graduation for all athletes, but particularly those who entered the University (College) as academically at risk students; the conduct of Team members on the University (College) campus, at authorized University (College) activities, in the community, and elsewhere. Any such supplemental compensation paid to Coach shall be accompanied with a detailed justification for the supplemental compensation based on the factors listed above and such justification shall be separately reported to the Board of (Regents or Trustees) as a document available to the public under the Idaho Public Records Act. if either Team's cumulative Academic Progress Rate ("APR") ranks nationally within the applicable sport at the 50th percentile or higher, and with national scores as follows:

National score within sport  
975 – 979 = \$200 per team  
980 – 985 = \$250 per team  
986 – 990 = \$300 per team  
990 and above = \$400 per team

3.2.4 Each year ~~Coach shall be eligible to~~ the University head men's or women's tennis coach is named Conference Coach of the Year or Conference Co-Coach of the year for either Team, Coach shall receive supplemental compensation ~~in an amount up to (amount or computation) based on the overall development of the intercollegiate (men's/women's) (Sport) program; ticket sales; fundraising; outreach by Coach to various constituency groups, including University (College) students, staff, faculty, alumni and boosters; and any other factors the President wishes to consider. The determination of whether Coach will receive~~ of \$1,000 per team. The University shall determine the appropriate manner in which it shall pay Coach any such supplemental compensation and the timing of the payment(s) shall be at the discretion of the President in consultation with the Director and approved by the University (College)'s Board of (Regents or Trustees).

3.2.5 Each year the University Idaho head men's or women's tennis coach is named Regional Coach of the Year for either team, Coach shall receive supplemental

compensation of \$1,000 per team. The University shall determine the appropriate manner in which it shall pay Coach any such supplemental compensation.

3.2.6 Each year the University Idaho head men's or women's tennis coach is named Division I National Coach of the year for either team, Coach shall receive supplemental compensation of \$1/13<sup>th</sup> of annual salary. The University shall determine the appropriate manner in which it shall pay Coach any such supplemental compensation.

3.2.7 Each year one of the teams finishes in the top 20 in the final rankings as determined by Intercollegiate Tennis Association and if Coach continues to be employed as University's head coach of its intercollegiate tennis programs as of the ensuing July 1st, the University shall pay to Coach supplemental compensation of \$500. If both teams are ranked in the top 20 in the final rankings, the Coach will earn supplemental compensation of \$500 for each Top 20 finish. The University shall determine the appropriate manner in which it shall pay Coach any such supplemental compensation.

3.2.8. For each singles player or doubles team participating in the NCAA national indoor or outdoor national tennis championships and if Coach continues to be employed as University's head of its intercollegiate tennis programs as of the ensuing July 1st, the University shall pay to Coach supplemental compensation of \$250 for each singles player or doubles team participating in the NCAA national championships.

3.2.9 For each singles player or doubles team winning a NCAA national indoor or outdoor national tennis championship and if Coach continues to be employed as University's head of its intercollegiate tennis programs as of the ensuing July 1st, the University shall pay to Coach supplemental compensation of \$1000 for each singles player or doubles team winning an NCAA national championship.

3.2.10 The Coach shall receive the sum of ~~-(amount or computation)-~~ \$13,000 from the University ~~(College)~~ or the University ~~(College)~~'s designated media outlet(s) or a combination thereof each year during the term of this Agreement in compensation for participation in media programs and public appearances (Programs). ~~Coach~~ Each year, one-half of this sum shall be paid in July and one-half shall be paid after the last date of competition. Coach's right to receive the second half of such-a payment shall vest on the date of the Team's last regular season or post-season competition, whichever occurs later. ~~This sum shall be paid (terms or conditions of payment) \_\_\_\_\_,~~ and contingent upon Coach's continued employment as of that date. Coach's right to receive any such media payment under this Paragraph is expressly contingent on Coach's compliance with University's financial stewardship policies as set forth in University's Administrative Procedures Manual Chapter 25. Agreements requiring the Coach to participate in Programs related to his duties as an employee of University ~~(College)~~ are the property of the University ~~(College)~~. The University ~~(College)~~ shall have the exclusive right to negotiate and contract with all producers of media productions and all parties desiring public appearances by the Coach. Coach agrees to cooperate with the University ~~(College)~~ in order for the Programs to be successful and agrees to provide his services to and perform on the Programs and to cooperate in their production, broadcasting, and telecasting. It is understood that neither Coach nor any assistant coaches shall appear without the prior written approval of the Director



on any competing radio or television program (including but not limited to a coach's show, call-in show, or interview show) or a regularly scheduled news segment, except that this prohibition shall not apply to routine news media interviews for which no compensation is received. Without the prior written approval of the Director, Coach shall not appear in any commercial endorsements which are broadcast on radio or television that conflict with those broadcast on the University ~~(College)~~'s designated media outlets.

~~3.2.6 (SUMMER CAMP OPERATED BY UNIVERSITY (COLLEGE))~~

~~3.2.11~~ Coach agrees that the University ~~(College)~~ has the exclusive right to operate youth ~~(Sport) tennis~~ camps on its campus using University ~~(College)~~ facilities. The University ~~(College)~~ shall allow Coach the opportunity to earn supplemental compensation by assisting with the University ~~(College)~~'s camps in Coach's capacity as a University ~~(College)~~ employee. Coach hereby agrees to assist in the marketing, supervision, and general administration of the University ~~(College)~~'s ~~football's youth tennis~~ camps. Coach also agrees that Coach will perform all obligations mutually agreed upon by the parties. In exchange for Coach's participation in the University ~~(College)~~'s ~~summer football's youth tennis~~ camps, the University ~~(College)~~ shall pay Coach ~~(amount) per year as supplemental compensation during each year of his employment as head (Sport) coach at the University (College). This amount shall be paid (terms of payment) the remaining income from the youth tennis camps, less \$500, after all claims, insurance, and expenses of such camps have been paid.~~

~~(SUMMER CAMP OPERATED BY COACH)~~ Coach may operate a summer youth ~~(Sport)~~ camp at the University ~~(College)~~ under the following conditions:

- ~~a) The summer youth camp operation reflects positively on the University (College) and the Department;~~
- ~~b) The summer youth camp is operated by Coach directly or through a private enterprise owned and managed by Coach. The Coach shall not use University (College) personnel, equipment, or facilities without the prior written approval of the Director;~~
- ~~c) Assistant coaches at the University (College) are given priority when the Coach or the private enterprise selects coaches to participate;~~
- ~~d) The Coach complies with all NCAA (NAIA), Conference, and University (College) rules and regulations related, directly or indirectly, to the operation of summer youth camps;~~
- ~~e) The Coach or the private enterprise enters into a contract with University (College) and \_\_\_\_\_ (campus concessionaire) for all campus goods and services required by the camp;~~
- ~~f) The Coach or private enterprise pays for use of University (College) facilities including the \_\_\_\_\_.~~

- g) ~~Within thirty days of the last day of the summer youth camp(s), Coach shall submit to the Director a preliminary "Camp Summary Sheet" containing financial and other information related to the operation of the camp. Within ninety days of the last day of the summer youth camp(s), Coach shall submit to Director a final accounting and "Camp Summary Sheet." A copy of the "Camp Summary Sheet" is attached to this Agreement as an exhibit.~~
- h) ~~The Coach or the private enterprise shall provide proof of liability insurance as follows: (1) liability coverage: spectator and staff \$1 million; (2) catastrophic coverage: camper and staff \$1 million maximum coverage with \$100 deductible;~~
- i) ~~To the extent permitted by law, the Coach or the private enterprise shall defend and indemnify the University (College) against any claims, damages, or liabilities arising out of the operation of the summer youth camp(s)~~
- j) ~~All employees of the summer youth camp(s) shall be employees of the Coach or the private enterprise and not the University (College) while engaged in camp activities. The Coach and all other University (College) employees involved in the operation of the camp(s) shall be on annual leave status or leave without pay during the days the camp is in operation. The Coach or private enterprise shall provide workers' compensation insurance in accordance with Idaho law and comply in all respects with all federal and state wage and hour laws~~

~~In the event of termination of this Agreement, suspension, or reassignment, University (College) shall not be under any obligation to permit a summer youth camp to be held by the Coach after the effective date of such termination, suspension, or reassignment, and the University (College) shall be released from all obligations relating thereto.~~

3.2.73.2.12 Coach agrees that the University ~~(College)~~ has the exclusive right to select footwear, apparel and/or equipment for the use of its student-athletes and staff, including Coach, during official practices and games and during times when Coach or the Team Teams is being filmed by motion picture or video camera or posing for photographs in their capacity as representatives of University ~~(College)~~. Coach recognizes that the University ~~(College)~~ ~~is negotiating or~~ has entered into an agreement with ~~—(Company Name)—~~ Nike to supply the University ~~(College)~~ with athletic footwear, apparel and/or equipment. Coach agrees that, upon the University ~~(College)~~'s reasonable request, Coach will consult with appropriate parties concerning an ~~—(Company Name)—~~ Nike product's design or performance, shall act as an instructor at a clinic sponsored in whole or in part by ~~—(Company Name)—~~ Nike, or give a lecture at an event sponsored in whole or in part by ~~—(Company Name)—~~ Nike, or make other educationally-related appearances as may be reasonably requested by the University ~~(College)~~.

Notwithstanding the foregoing sentence, Coach shall retain the right to decline such appearances as Coach reasonably determines to conflict with or hinder his duties and obligations as ~~head~~ ~~(Sport) coach~~ director of tennis. In order to avoid entering into an agreement with a competitor of ~~(Company Name) Nike~~, Coach shall submit all outside consulting agreements to the University ~~(College)~~ for review and approval prior to execution. Coach shall also report such outside income to the University ~~(College)~~ in accordance with NCAA ~~(or NAIA)~~ rules. Coach further agrees that Coach will not endorse any athletic footwear, apparel and/or equipment products, including ~~(Company Name) Nike~~, and will not participate in any messages or promotional appearances which contain a comparative or qualitative description of athletic footwear, apparel or equipment products.

3.3 General Conditions of Compensation. All compensation provided by the University ~~(College)~~ to Coach is subject to deductions and withholdings as required by law or the terms and conditions of any fringe benefit in which Coach participates. However, if any fringe benefit is based in whole or in part upon the compensation provided by the University ~~(College)~~ to Coach, such fringe benefit shall be based only on the compensation provided pursuant to section 3.1.1, except to the extent required by the terms and conditions of a specific fringe benefit program.

#### ARTICLE 4

4.1. Coach's Specific Duties and Responsibilities. In consideration of the compensation specified in this Agreement, Coach, in addition to the obligations set forth elsewhere in this Agreement, shall:

4.1.1. Devote Coach's full time and best efforts to the performance of Coach's duties under this Agreement;

4.1.2. Develop and implement programs and procedures with respect to the evaluation, recruitment, training, and coaching of Team members which enable them to compete successfully and reasonably protect their health, safety, and well-being;

4.1.3. Observe and uphold all academic standards, requirements, and policies of the University ~~(College)~~ and encourage Team members to perform to their highest academic potential and to graduate in a timely manner; and

4.1.4. Know, recognize, and comply with all applicable laws and the policies, rules and regulations of the University ~~(College)~~, the University ~~(College)~~'s governing board, the conference, and the NCAA ~~(or NAIA)~~; supervise and take appropriate steps to ensure that Coach's assistant coaches, any other employees for whom Coach is administratively responsible, and the members of the ~~Team~~ Teams know, recognize, and comply with all such laws, policies, rules and regulations; and immediately report to the Director and to the Department's Director of Compliance if Coach has reasonable cause to believe that any person or entity, including without limitation representatives of the University ~~(College)~~'s athletic interests, has violated or is likely to violate any such laws, policies, rules or regulations. Coach shall cooperate fully with the University ~~(College)~~ and Department at all times. ~~The names or titles of employees whom Coach~~

~~supervises are attached as Exhibit C.~~ The applicable laws, policies, rules, and regulations include: (a) State Board of Education and Board of Regents of the University ~~of Idaho~~ Governing Policies and Procedures and Rule Manual; (b) University ~~(College)~~'s Handbook; (c) University ~~(College)~~'s Administrative Procedures Manual; (d) the policies of the Department; (e) NCAA ~~(or NAIA)~~ rules and regulations; and (f) the rules and regulations of the ~~—(Sport)—~~ women's and men's tennis conference of which the University ~~(College)~~ is a member.

4.2. ~~4.2~~ Outside Activities. Coach shall not undertake any business, professional or personal activities, or pursuits that would prevent Coach from devoting Coach's full time and best efforts to the performance of Coach's duties under this Agreement, that would otherwise detract from those duties in any manner, or that, in the opinion of the University ~~(College)~~, would reflect adversely upon the University ~~(College)~~ or its athletic program. Subject to the terms and conditions of this Agreement, Coach may, with the prior written approval of the Director, who may consult with the President, enter into separate arrangements for outside activities and endorsements which are consistent with Coach's obligations under this Agreement. Coach may not use the University ~~(College)~~'s name, logos, or trademarks in connection with any such arrangements without the prior written approval of the Director and the President.

4.3. ~~4.3~~ NCAA ~~(or NAIA)~~ Rules. In accordance with NCAA ~~(or NAIA)~~ rules, Coach shall obtain prior written approval from the University ~~(College)~~'s President for all athletically related income and benefits from sources outside the University ~~(College)~~ and shall ~~report~~ provide a written detailed account of the source and amount of all such income and benefits to the University ~~(College)~~'s President whenever reasonably requested, but in no event less than annually before the close of business on June 30th of each year or the last regular University ~~(College)~~ work day preceding June 30th. The report shall be in a format reasonably satisfactory to University ~~(College)~~. Sources of such income include, but are not limited to, the following:

- (a) Income from annuities;
- (b) Sports camps;
- (c) Housing benefits, including preferential housing arrangements;
- (d) Country club memberships;
- (e) Complimentary ticket sales;
- (f) Television and radio programs; and
- (g) Endorsement or consultation contracts with athletics shoe, apparel or equipment manufacturers.

In no event shall Coach accept or receive directly or indirectly any monies, benefits, or gratuities whatsoever from any person, association, corporation, University ~~(College)~~ booster club, University ~~(College)~~ alumni association, University ~~(College)~~ foundation, or other benefactor, if the acceptance or receipt of the monies, benefits, or gratuities would violate applicable law or the policies, rules, and regulations of the University ~~(College)~~, ~~the University (College), the University~~'s governing board, the conference, or the NCAA ~~(or NAIA)~~.

4.4 Hiring Authority. Coach shall have the responsibility and the sole authority to recommend to the Director the hiring and termination of assistant coaches for the ~~Team~~ Teams, but the decision to hire or terminate an assistant coach shall be made by the Director and shall,

when necessary or appropriate, be subject to the approval of President and the University-~~(College)~~'s Board of ~~-(Trustees or Regents)-~~.

4.5 Scheduling. Coach shall consult with, and may make recommendations to, the Director or the Director's designee with respect to the scheduling of ~~Team~~Teams' competitions, but the final decision shall be made by the Director or the Director's designee.

~~4.7~~4.6 Other Coaching Opportunities. Coach shall not, under any circumstances, interview for, negotiate for, or accept employment as a coach at any other institution of higher education or with any professional sports team, requiring performance of duties prior to the expiration of this Agreement, without the prior approval of the Director. Such approval shall not unreasonably be withheld.

## ARTICLE 5

5.1 Termination of Coach for Cause. The University-~~(College)~~ may, in its discretion, suspend Coach from some or all of Coach's duties, temporarily or permanently, and with or without pay; reassign Coach to other duties; or terminate this Agreement at any time for good or adequate cause, as those terms are defined in applicable rules and regulations, including but not limited to the University's Faculty-Staff Handbook, Policies and Procedures of the Regents of the University, and the University's Administrative Procedures Manual.

5.1.1 In addition to the definitions contained in applicable rules and regulations, University-~~(College)~~ and Coach hereby specifically agree that the following shall constitute good or adequate cause for suspension, reassignment, or termination of this Agreement:

- a) A deliberate or major violation of Coach's duties under this agreement or the refusal or unwillingness of Coach to perform such duties in good faith and to the best of Coach's abilities;
- b) The failure of Coach to remedy any violation of any of the terms of this agreement within 30 days after written notice from the University-~~(College)~~;
- c) A deliberate or major violation by Coach of any applicable law or the policies, rules or regulations of the University-~~(College)~~, the University ~~(College)~~'s governing board, the conference or the NCAA-~~(NAIA)~~, including but not limited to any such violation which may have occurred during the employment of Coach at another NCAA or NAIA member institution;
- d) Ten (10) working days' absence of Coach from duty without the University-~~(College)~~'s consent;

- e) Any conduct of Coach that constitutes moral turpitude or that would, in the University ~~-(College)~~'s judgment, reflect adversely on the University ~~-(College)~~ or its athletic programs;
- f) The failure of Coach to represent the University ~~-(College)~~ and its athletic programs positively in public and private forums;
- g) The failure of Coach to fully and promptly cooperate with the NCAA-~~-(NAIA)~~ or the University ~~-(College)~~ in any investigation of possible violations of any applicable law or the policies, rules or regulations of the University ~~-(College)~~, the University ~~-(College)~~'s governing board, the conference, or the NCAA-~~-(NAIA)~~;
- h) The failure of Coach to report a known violation of any applicable law or the policies, rules or regulations of the University ~~-(College)~~, the University ~~-(College)~~'s governing board, the conference, or the NCAA-~~-(NAIA)~~, by one of Coach's assistant coaches, any other employees for whom Coach is administratively responsible, or a member of the ~~Team~~Teams; or
- i) A violation of any applicable law or the policies, rules or regulations of the University ~~-(College)~~, the University ~~-(College)~~'s governing board, the conference, or the NCAA-~~-(NAIA)~~, by one of Coach's assistant coaches, any other employees for whom Coach is administratively responsible, or a member of the ~~Team~~Teams if Coach knew or should have known of the violation and could have prevented it by ordinary supervision.

5.1.2 Suspension, reassignment, or termination for good or adequate cause shall be effectuated by the University ~~-(College)~~ as follows: before the effective date of the suspension, reassignment, or termination, the Director or his or her designee shall provide Coach with notice, which notice shall be accomplished in the manner provided for in this Agreement and shall include the reason(s) for the contemplated action. Coach shall then have an opportunity to respond. After Coach responds or fails to respond, University ~~-(College)~~ shall notify Coach whether, and if so when, the action will be effective.

5.1.3 In the event of any termination for good or adequate cause, the University ~~-(College)~~'s obligation to provide compensation and benefits to Coach, whether direct, indirect, supplemental or collateral, shall cease as of the date of such termination, and the University ~~-(College)~~ shall not be liable for the loss of any collateral business opportunities or other benefits, perquisites, or income resulting from outside activities or from any other sources.

5.1.4 If found in violation of NCAA-~~-(NAIA)~~ regulations, Coach shall, in addition to the provisions of Section 5.1, be subject to disciplinary or corrective action as set forth in the provisions of the NCAA-~~-(NAIA)~~ enforcement procedures, including suspension without pay or termination of employment for significant or repetitive violations. This section



applies to violations occurring at the University ~~(College)~~ or at previous institutions at which the Coach was employed.

## 5.2 Termination of Coach for Convenience of University ~~(College)~~.

5.2.1 At any time after commencement of this Agreement, University ~~(College)~~, for its own convenience, may terminate this Agreement by giving ten (10) days prior written notice to Coach.

5.2.2 In the event that University ~~(College)~~ terminates this Agreement for its own convenience, University ~~(College)~~ shall ~~be obligated to pay Coach, as liquidated damages and not a penalty,~~ the salary set forth in section 3.1.1(a), excluding all deductions required by law, on the regular paydays of University ~~(College)~~ until the term of this Agreement ends; or until Coach obtains reasonably comparable employment, whichever occurs first, provided; however, in the event Coach obtains other employment of any kind or nature after such termination, then the amount of compensation ~~the~~ University pays will be adjusted and reduced by the amount of compensation paid Coach as a result of such other employment, such adjusted compensation to be calculated for each University pay-period by reducing the gross salary set forth in section 3.1.1(a) (before deductions required by law) by the gross compensation paid to Coach under the other employment, then subtracting from this adjusted gross compensation ~~deduction~~ deductions according to law. In addition, Coach will be entitled to continue his health insurance plan and group life insurance as if he remained a University ~~(College)~~ employee until the term of this Agreement ends or until Coach obtains reasonably comparable employment or any other employment providing Coach with a reasonably comparable health plan and group life insurance, whichever occurs first. Coach shall be entitled to no other compensation or fringe benefits, except as otherwise provided herein or required by law. Coach specifically agrees to inform University within ten business days of obtaining other employment; and to advise University of all relevant terms of such employment, including without limitation the nature and location of the employment, salary, other compensation, health insurance benefits, life insurance benefits, and other fringe benefits. Failure to so inform and advise University shall constitute a material breach of this Agreement and University's obligation to pay compensation under this provision shall end. Coach agrees not to accept employment for compensation at less than the fair value of Coach's services, as determined by all circumstances existing at the time of employment. Coach further agrees to repay to University all compensation paid to him by University after the date he obtains other employment, to which he is not entitled under this provision.

5.2.3 ~~The parties have both~~ University has been represented by legal counsel, and Coach has either been represented by legal counsel or has chosen to proceed without legal counsel in the contract negotiations ~~and, The parties~~ have bargained for and agreed to the foregoing ~~liquidated damages~~ provision, giving consideration to the fact that the Coach may lose certain benefits, supplemental compensation, or outside compensation relating to his employment with University ~~(College)~~, which damages are extremely difficult to determine with certainty. The parties further agree that the payment of such liquidated damages by University ~~(College)~~ and the acceptance thereof by Coach shall constitute adequate and reasonable

compensation to Coach for the damages and injury suffered by Coach because of such termination by University ~~(College)~~. The liquidated damages are not, and shall not be construed to be, a penalty.

### 5.3 Termination by Coach for Convenience.

5.3.1 The Coach recognizes that his promise to work for University ~~(College)~~ for the entire term of this Agreement is of the essence of this Agreement. The Coach also recognizes that the University ~~(College)~~ is making a highly valuable investment in his employment by entering into this Agreement and that its investment would be lost were he to resign or otherwise terminate his employment with the University ~~(College)~~ before the end of the contract term.

5.3.2 The Coach, for his own convenience, may terminate this Agreement during its term by giving prior written notice to the University ~~(College)~~. Termination shall be effective ten (10) days after notice is given to the University ~~(College)~~.

5.3.3 If the Coach terminates this Agreement for convenience at any time, all obligations of the University ~~(College)~~ shall cease as of the effective date of the termination. If the Coach terminates this Agreement for his convenience prior to June 30, 2015 he shall pay to the University ~~(College)~~, ~~as liquidated damages and not a penalty, for the breach of this Agreement the following sum:~~ (a) if the Agreement is terminated on or before \_\_\_\_\_, the sum of \$30,000.00; (b) if the Agreement is terminated between \_\_\_\_\_ and \_\_\_\_\_ inclusive, the sum of \$20,000.00; (c) if the Agreement is terminated between \_\_\_\_\_ and \_\_\_\_\_ inclusive, the sum of \$10,000.00. The liquidated damages the sum of \$6,000.00. Payment shall be due and payable within twenty (20) days of the effective date of the termination, and any unpaid amount shall bear simple interest at a rate eight (8) percent per annum until paid.

5.3.4 ~~The parties have both~~ University has been represented by legal counsel, and Coach has either been represented by legal counsel or has chosen to proceed without legal counsel in the contract negotiations ~~and~~. The parties have both bargained for and agreed to the foregoing ~~liquidated damages~~ provision, giving consideration to the fact that the University ~~(College)~~ will incur administrative and recruiting costs in obtaining a replacement for Coach, in addition to potentially increased compensation costs if Coach terminates this Agreement for convenience, ~~which damages that~~ are extremely difficult to determine with certainty. The parties further agree that the payment of such liquidated damages by Coach and the acceptance thereof by University ~~(College)~~ shall constitute adequate and reasonable compensation to University ~~(College)~~ for the damages and injury suffered by it because of such termination by Coach. The liquidated damages are not, and shall not be construed to be, a penalty. This section 5.3.4 shall not apply if Coach terminates this Agreement because of a material breach by the University ~~(College)~~.

5.3.5 Except as ~~provide~~ provided elsewhere in this Agreement, if Coach terminates this Agreement for convenience, he shall forfeit ~~to the extent permitted by law~~ his right to receive all supplemental compensation and other payments unpaid as of the date Coach



gives notice of termination, unless Coach's right to receive those payments has vested pursuant to the terms of this Agreement.

#### 5.4 Termination due to Disability or Death of Coach.

5.4.1 Notwithstanding any other provision of this Agreement, this Agreement shall terminate automatically if Coach becomes totally or permanently disabled as defined by the University ~~(College)~~'s disability insurance carrier, becomes unable to perform the essential functions of the position of head coach, or dies.

5.4.2 If this Agreement is terminated because of Coach's death, Coach's salary and all other benefits shall terminate as of the last day worked, except that the Coach's personal representative or other designated beneficiary shall be paid all compensation due or unpaid and death benefits, if any, as may be contained in any fringe benefit plan now in force or hereafter adopted by the University ~~(College)~~ and due to the Coach's estate or beneficiaries thereunder.

5.4.3 If this Agreement is terminated because the Coach becomes totally or permanently disabled as defined by the University ~~(College)~~'s disability insurance carrier, or becomes unable to perform the essential functions of the position of head coach, all salary and other benefits shall terminate, except that the Coach shall be entitled to receive any compensation due or unpaid and any disability-related benefits to which he is entitled by virtue of employment with the University ~~(College)~~.

5.5 Interference by Coach. In the event of termination, suspension, or reassignment, Coach agrees that Coach will not interfere with the University ~~(College)~~'s student-athletes or otherwise obstruct the University ~~(College)~~'s ability to transact business or operate its intercollegiate athletics program.

~~5.7~~5.6 No Liability. The University ~~(College)~~ shall not be liable to Coach for the loss of any collateral business opportunities or any other benefits, perquisites or income from any sources that may ensue as a result of any termination of this Agreement by either party or due to death or disability or the suspension or reassignment of Coach, regardless of the circumstances.

~~5.8~~5.7 Waiver of Rights. Because the Coach is receiving a multi-year contract and the opportunity to receive supplemental compensation and because such contracts and opportunities are not customarily afforded to University ~~(College)~~ employees, if the University ~~(College)~~ suspends or reassigns Coach, or terminates this Agreement for good or adequate cause or for convenience, Coach shall have all the rights provided for in this Agreement but hereby releases the University ~~(College)~~ from compliance with the notice, appeal, and similar employment-related rights provide for in the State Board of Education and Board or Regents of the University ~~of Idaho~~ Rule Manual (IDAPA 08) and Governing Policies and Procedures Manual, and the University ~~(College)~~ Faculty-Staff Handbook.

## ARTICLE 6

6.1 Board Approval. This Agreement shall not be effective until and unless approved of the University ~~-(College)~~'s Board of ~~-(Regents or Trustees)~~ and executed by both parties as set forth below. In addition, the payment of any compensation pursuant to this agreement shall be subject to the approval of the University ~~-(College)~~'s Board of ~~-(Regents or Trustees)~~, the President, and the Director; the sufficiency of legislative appropriations; the receipt of sufficient funds in the account from which such compensation is paid; and the Board of ~~-(Regents or Trustees)~~ and University ~~-(College)~~'s rules regarding financial exigency.

6.2 University ~~-(College)~~ Property. All personal property (excluding vehicle(s) provided through the ~~\_\_\_\_\_~~ Vandal Wheels program), material, and articles of information, including, without limitation, keys, credit cards, personnel records, recruiting records, team information, films, statistics or any other personal property, material, or data, furnished to Coach by the University ~~-(College)~~ or developed by Coach on behalf of the University ~~-(College)~~ or at the University ~~-(College)~~'s direction or for the University ~~-(College)~~'s use or otherwise in connection with Coach's employment hereunder are and shall remain the sole property of the University ~~-(College)~~. Within twenty-four (24) hours of the expiration of the term of this agreement or its earlier termination as provided herein, Coach shall immediately cause any such personal property, materials, and articles of information in Coach's possession or control to be delivered to the Director.

6.3 Assignment. Neither party may assign its rights or delegate its obligations under this Agreement without the prior written consent of the other party.

6.4 Waiver. No waiver of any default in the performance of this Agreement shall be effective unless in writing and signed by the waiving party. The waiver of a particular breach in the performance of this Agreement shall not constitute a waiver of any other or subsequent breach. The resort to a particular remedy upon a breach shall not constitute a waiver of any other available remedies.

6.5 Severability. If any provision of this Agreement is determined to be invalid or unenforceable, the remainder of the Agreement shall not be affected and shall remain in effect.

6.6 Governing Law. This Agreement shall be subject to and construed in accordance with the laws of the state of Idaho as an agreement to be performed in Idaho. Any action based in whole or in part on this Agreement shall be brought in the courts of the state of Idaho.

6.7 Oral Promises. Oral promises of an increase in annual salary or of any supplemental or other compensation shall not be binding upon the University ~~-(College)~~.

6.8 Force Majeure. Any prevention, delay or stoppage due to strikes, lockouts, labor disputes, acts of God, inability to obtain labor or materials or reasonable substitutes therefor, governmental restrictions, governmental regulations, governmental controls, enemy or hostile governmental action, civil commotion, fire or other casualty, and other causes beyond the reasonable control of the party obligated to perform (including financial inability), shall excuse the performance by such party for a period equal to any such prevention, delay or stoppage.

6.9 Confidentiality. The Coach hereby consents and agrees that this document may be released and made available to the public after it is signed by the Coach. The Coach further agrees that all documents and reports he is required to produce under this Agreement may be released and made available to the public at the University-~~(College)~~'s 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- <del>(College)</del> :	Director of Athletics <u>University of Idaho</u> <u>P.O. Box 442302</u> <u>Moscow, Idaho 83844-2302</u>
with a copy to:	President <u>University of Idaho</u> <u>P.O. Box 443151</u> <u>Moscow, ID 83844-3151</u>
the Coach:	<u>Jeff Beaman</u> Last known address on file with University- <del>(College)</del> 's Human Resource Services

Any notice shall be deemed to have been given on the earlier of: (a) actual delivery or refusal to accept delivery, (b) the date of mailing by certified mail, or (c) the day facsimile delivery is verified. Actual notice, however and from whomever received, shall always be effective.

6.11 Headings. The headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation hereof.

6.12 Binding Effect. This Agreement is for the benefit only of the parties hereto and shall inure to the benefit of and bind the parties and their respective heirs, legal representatives, successors and assigns.

6.13 Non-Use of Names and Trademarks. The Coach shall not, without the University-~~(College)~~'s prior written consent in each case, use any name, trade name, trademark, or other designation of the University-~~(College)~~ (including contraction, abbreviation or simulation), except in the course and scope of his official University-~~(College)~~ duties.

6.14 No Third Party Beneficiaries. There are no intended or unintended third party beneficiaries to this Agreement.

6.15 Entire Agreement; Amendments. This Agreement constitutes the entire agreement of the parties and supersedes all prior agreements and understandings with respect to

the same subject matter. No amendment or modification of this Agreement shall be effective unless in writing, signed by both parties, and approved by University ~~-(College)~~'s Board of ~~-(Regents or Trustees)~~.

6.16 Opportunity to Consult with Attorney. The Coach acknowledges that he has had the opportunity to consult and review this Agreement with an attorney and has either consulted with legal counsel or chosen not to. Accordingly, in all cases, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any party.

UNIVERSITY ~~-(COLLEGE)~~ OF IDAHO

COACH

Duane Nellis, President

Date: \_\_\_\_\_

Jeff Beaman

Date: \_\_\_\_\_

Approved by the Board of ~~-(Regents or Trustees)~~ on the ~~\_\_th~~ day of \_\_\_\_\_, ~~2010~~ 2012.

**BUSINESS AFFAIRS AND HUMAN RESOURCES  
DECEMBER 13, 2012**

<b>TAB</b>	<b>DESCRIPTION</b>	<b>ACTION</b>
<b>1</b>	<b>PERFORMANCE BASED FUNDING</b>	Motion to approve
<hr/>		
<b>2</b>	<b>AMENDMENTS TO BOARD POLICY</b> Sections V.A., V.C. & V.Q. – Misc. Receipts – First Reading	Motion to approve
<hr/>		
<b>3</b>	<b>AMENDMENT TO BOARD POLICY</b> Section V.R. - Establishment of Fees - First Reading	Motion to approve
<hr/>		
<b>4</b>	<b>FY 2012 NET ASSETS REPORT</b>	Information item
<hr/>		
<b>5</b>	<b>BOISE STATE UNIVERSITY</b> Professional Fee - Respiratory Care Program	Motion to approve
<hr/>		
<b>6</b>	<b>BOISE STATE UNIVERSITY</b> Professional Fee - Radiologic Sciences Program	Motion to approve
<hr/>		
<b>7</b>	<b>BOISE STATE UNIVERSITY</b> KBSU Boise State Public Radio Renovation and Improvements	Motion to approve
<hr/>		
<b>8</b>	<b>BOISE STATE UNIVERSITY</b> Downtown Boise Property Purchase	Motion to approve
<hr/>		
<b>9</b>	<b>UNIVERSITY OF IDAHO</b> Planning and Design Authorization, Integrated Research & Innovation Center	Motion to approve
<hr/>		
<b>10</b>	<b>UNIVERSITY OF IDAHO</b> Modification of Indenture Agreement with University of Idaho Foundation – Consolidated Investment Trust	Motion to approve

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**BUSINESS AFFAIRS AND HUMAN RESOURCES**  
**DECEMBER 13, 2012**

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**SUBJECT**

Performance-based Funding Initiative (PBFi)

**REFERENCE**

December 2011	PBFi Board work session
August 2012	Board approved systemwide metrics
October 2012	Board returned institution metrics back for refinement

**BACKGROUND / DISCUSSION**

At the August meeting the Board approved the following two Outcome Metrics for use as system-wide metrics as part of a Performance-based Funding Initiative:

- (1) Graduate (i.e. total student) Production
- (2) Cost per successfully completed weighted student credit hour

In addition, each institution agreed to develop up to four institution-specific metrics. Of the four, one must be a progress metric and one must be a quality metric. The remaining two metrics are discretionary. The institution-specific metrics were brought forward at the August Board meeting as an information item for Board review and comment. The institution-specific metrics were brought forward again at the October meeting for Board approval, but the Board expressed concern that some of the metrics lacked specificity and were not a “stretch” for the institutions.

Institution-specific metrics can be derived from the Board’s and an institution’s strategic plans, and can take into consideration each institutions’ historical trends and reasonable expectations for improvement.

**IMPACT**

For FY 2014 the Board has requested \$6.8 million for a performance funding pool to be used to reward institutions that make progress in improving educational attainment. Institutions will be held accountable based on their performance in relation to their own metrics.

**ATTACHMENTS**

Attachment 1 – BSU Institution-Specific Metrics	Page 3
Attachment 2 – ISU Institution-Specific Metrics	Page 7
Attachment 3 – UI Institution-Specific Metrics	Page 9
Attachment 4 – LCSC Institution-Specific Metrics	Page 11

**STAFF COMMENTS AND RECOMMENDATIONS**

The institutions have submitted their own unique performance metrics along with baselines and performance goals for each metric. UI also provided benchmarks for its metrics. For purposes of PBFi, those terms are defined as follows:

**BUSINESS AFFAIRS AND HUMAN RESOURCES**  
**DECEMBER 13, 2012**

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- Baseline: Initial collection of internal data which serves as a starting point from where performance is judged or comparison is made with subsequently acquired data.
- Benchmark: An external reference point against which performance can be measured.
- Goal: A specific internal performance target against which future performance is measured in relation to the baseline.

At the October meeting the Board asked ISU and LCSC, in particular, to come back in December with more detail and specificity in regard to their metrics. Both institutions have done so.

Staff recommends approval.

**BOARD ACTION**

I move to approve the institution-specific metrics and respective baselines and goals to be used as part of a performance-based funding initiative, as presented in Attachments 1 through 4.

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



**Performance Based Funding**  
**Boise State University – Performance Metrics**  
**Institution-Specific Measures**

**Measure of Quality**

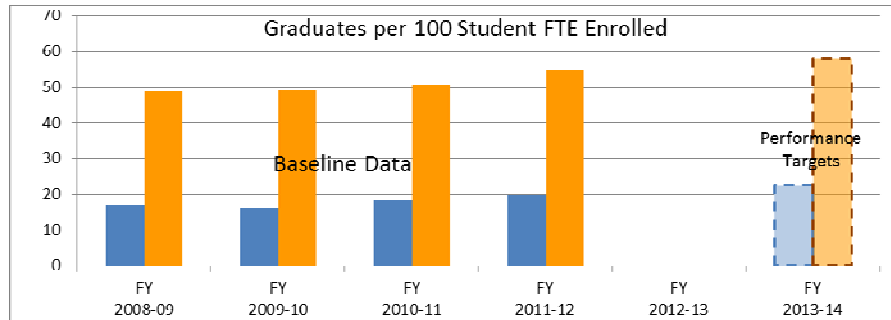
**→ Percent of students achieving competency University Learning Outcomes (ULOs)**

Percent of students achieving competency University Learning Outcomes (ULOs).	Baseline Data	Performance Goal for FY2014-15 (for the first four-year graduates from 1 <sup>st</sup> year of the program)	Performance Goal for FY2016-17 (for the first four-year graduates from the 3 <sup>rd</sup> year of the program)
Written & oral communication (ULOs 1-2)	Program initiated Fall 2012	<b>For each ULO, 70% of graduates will be rated as “good” or “exemplary”</b>	<b>For each ULO, 90% of graduates will be rated as “good” or “exemplary”</b>
Critical inquiry, innovation, teamwork (ULOs 3-4)	Program initiated Fall 2012		
Civic & Ethical foundations (ULOs 5-6)	Program initiated Fall 2012		
Disciplinary Lens Areas: Mathematics; Natural, Physical, & Applied Sciences; Visual & Performing Arts; Literature & Humanities; and Social Sciences (ULO's 7-11)	Program initiated Fall 2012		

Note: Our ULOs form the underpinnings of Boise State University's general education curriculum, known as the Foundational Studies Program. The ULOs were inspired by the American Association of Colleges and University's (AAC&U) “LEAP” framework: (<http://www.aacu.org/leap/index.cfm>)

**Measure of Progress****→ Graduates per 100 student FTE enrolled**

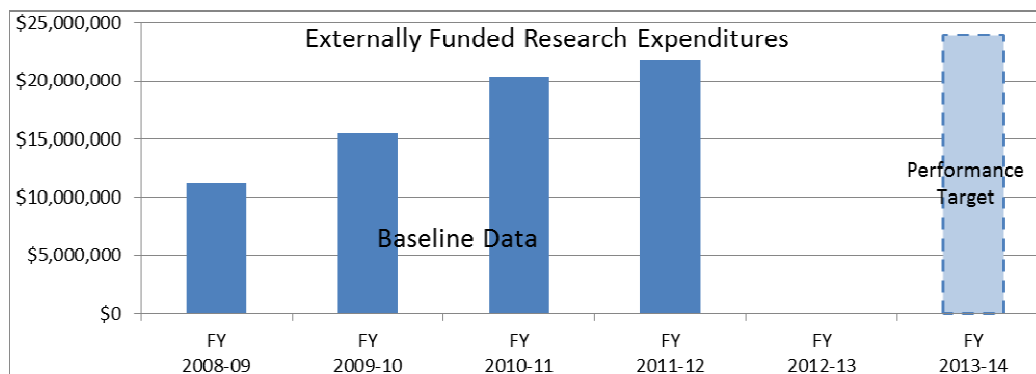
Graduates per 100 student FTE enrolled*	Baseline Data				Performance Goal for FY2014
	FY 2008-09	FY 2009-10	FY 2010-11	FY 2011-12	
Undergraduate Level	17.1	16.3	18.4	19.9	22.5
Graduate Level	48.8	49.1	50.8	54.9	58.0



Note: Defined as distinct count of graduates per 100 FTE enrolled. One FTE is defined as being enrolled for 30 credit hours per academic year (undergraduate) or 24 credit hours per year (graduate).

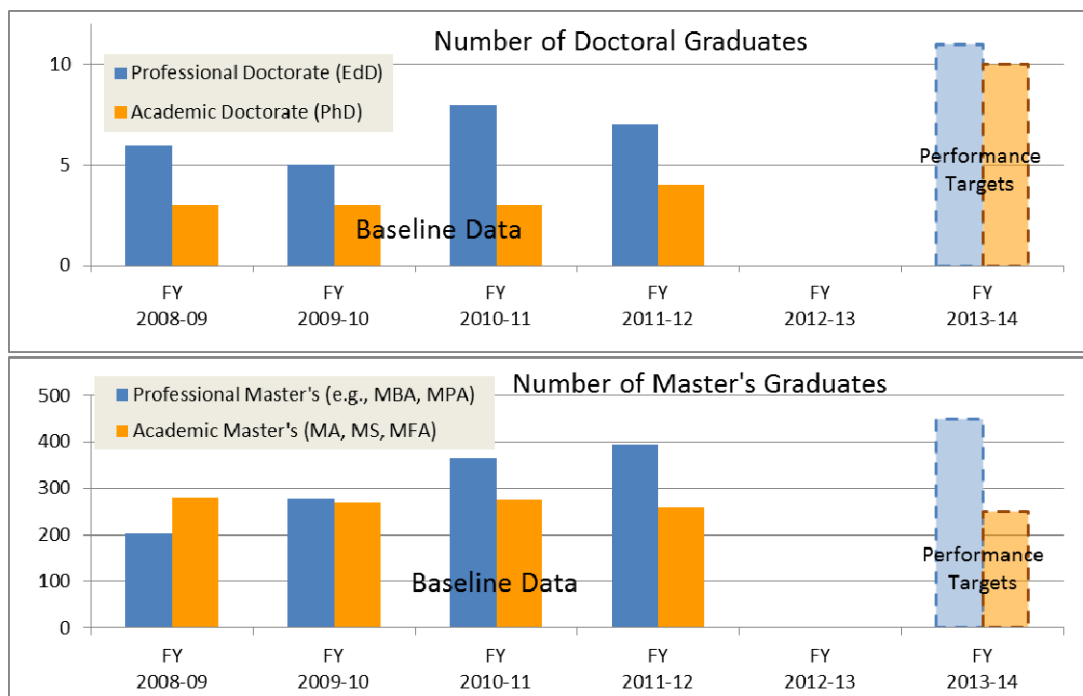
**Measures of Productivity****→ Externally Funded Research Expenditures**

Externally Funded Research Expenditures	Baseline Data				Performance Goal for FY2014
	FY 2008-09	FY 2009-10	FY 2010-11	FY 2011-12	
\$\$ of Expenditures	\$11,201,803	\$15,477,667	\$20,336,669	\$21,830,883	\$24,000,000



➔ **Number of Graduates from Doctoral and Master's Programs**

Number of Distinct Graduates from Master's and Doctoral Programs	Baseline Data				Performance Goal for FY2014
	FY 2008-09	FY 2009-10	FY 2010-11	FY 2011-12	
Professional Master's (e.g., MBA, MPA)	231	301	398	425	<b>475</b>
Academic Master's (MA, MS, MFA)	251	246	244	228	<b>225</b>
Professional Doctorate (EdD)	6	5	8	7	<b>11</b>
Academic Doctorate (PhD)	3	3	3	4	<b>10</b>



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**Performance Based Funding  
Idaho State University – Performance Metrics  
Institution-Specific Measures**

**Measure of Quality**

1. Percent of ISU graduates with a bachelor degree that go on to enroll in a graduate or professional program within one year of graduation (at ISU or another program in the United States).
  - a. Baseline: 15.9% of those who graduated from ISU enrolled in a graduate or professional program at ISU within one year. (Currently the National Student Clearinghouse does not provide ISU feedback on a student's level or major at another institution, but this will be available in the future and will be factored into this metric.)
  - b. Goal: The percentage of those who graduate with a bachelor degree that go on to enroll in a graduate or professional program within one year of graduation will increase to 25% over the next 4 years.

This metric demonstrates the quality of the programs that prepare students to be accepted into graduate and professional programs across the United States.

2. Workforce placement of professional technical education (PTE) graduates.
  - a. Baseline: The graduate placement rate is 85.68% (based on FY 2011 data).
  - b. Goal: Increase the graduate placement rate to 90% within the next three years.

This metric measures the quality of professional technical education by measuring the percentage of graduates that find employment in their field of study.

**Measure of Progress**

3. Graduates per 100 student FTE enrolled.
  - a. Baseline: 19.31 graduates per 100 (based on three-year rolling average).
  - b. Goal: Increase the number of graduates per 100 student FTE by 5% over the next three years.

This metric is defined as the distinct count of graduates per 100 FTE enrolled. One FTE is defined as being enrolled for 30 credit hours per academic year (undergraduate) or 24 credit hours per year (graduate). This metric will allow a comparison with our peer institutions.

**Measure of Productivity**

4. Total research and development (R&D) expenditures per year (as reported to the National Science Foundation).
  - a. Baseline: \$21,450,000 (based on FY 2011 data).
  - b. Goal: increase by 2% per year for next five years.

This metric supports the importance of research to the economic development within the state. This metric can be used to compare ISU to our peer institutions.

**Performance Based Funding**  
**University of Idaho – Performance Metrics**

**Measure of Quality**

Use the National Survey of Student Engagement (NSSE) measure of “Level of Academic Challenge”. This is a composite measure that sums the results of nine individual questions on the NSSE survey. These questions address such topics as: hours spent preparing for class; number of books assigned; number of written papers of various lengths; class emphasis on analysis, synthesis, judgment and application of theories and concepts, and a campus environment that emphasizes spending time on study and academic work.

Baseline: 56.6 composite score for seniors (2011 Survey).

Goal: With the continued emphasis on both productivity and efficiency in the system-wide goals of the Performance Funding plan, we believe an appropriate goal for this measure is to be able to sustain our level of academic challenge at current levels.

Benchmark: Comparable to Carnegie Class performance on this measure (as scored by NSSE).

**Measure of Progress**

Use our six year graduation rate as a “summative” measure of progress. For a land grant institution with a significant residential program, the traditional graduation rate is an appropriate and useful measure of our ability to attract, retain, counsel and move our students through our academic programs.

Baseline: 51% graduation rate for students entering Fall 2005.

Goal: Meet or exceed the USN&WR projected graduation rate for the University.

Benchmark: USN&WR projected graduation rate for the University.

**Institution Measure 1**

Use the number of STEM degrees awarded at all levels – bachelors, masters and doctorate - as a measure of performance in the critical areas of science, technology, engineering and mathematics.

Baseline: 905 STEM degrees – 34.9% of all institutional degrees

Goal: 1,000 STEM degrees annually by 2020

Benchmark: 31% of undergraduate degrees awarded at Peer institutions (we are currently at 31%)

**Institution Measure 2**

Research Expenditures per Faculty Member as a measure of research performance.

Baseline: \$145,570 (FY2010)

Goal: Sustain our current level of funding per faculty member (given significant budget cuts in Federal research support).

Benchmark: \$152,000 –Peer average research expenditures per faculty member (per last Carnegie classification review).



## Performance Based Funding

### Lewis-Clark State College – Performance Metrics

Lewis-Clark State College proposes the following as institutional metrics for performance based funding:

- (1) Performance on nationally-normed exams (Quality);
- (2) Completion of college-level coursework by student requiring remediation (Progress);
- (3) Course completion rates on college-level academic courses (Progress);
- (4) Fall term to fall term retention rate of all non-graduating, academic degree-seeking students (Progress)

#### (1) Performance on nationally-normed exams (Quality)

Our first metric monitors quality through performance on discipline-specific, nationally-accepted examinations. Many LCSC programs culminate with participation in such high stakes testing, allowing comparison of LCSC graduates with those from other programs. Several exams will be monitored through this metric, including the NCLEX-RN and NCLEX-PN exams (Nursing), the AART exam (Radiography), the PRAXIS II exam (Education), the Major Field Tests for Business and Justice Studies, and the ASWB exam (Social Work). In addition, the MAPP examination is conducted every three years to monitor performance on general education outcomes in areas such as math, reading, writing, the sciences and critical thinking.

The LCSC goal will be institutional scores that meet or exceed the 50<sup>th</sup> percentile or the national average on the majority of these examinations.

#### ACAT Departmental Score Report- Criminal Justice: 63<sup>rd</sup> percentile

#### ACAT Departmental Score Report- Social Work: 51<sup>st</sup> percentile

	LCSC First-Time Pass Rate	National/State First-Time Pass Rate
NCLEX-RN	89%	90%
NCLEX-PN	86%	85%
ARRT	100%	N/A
PRAXIS II	90%	90%

#### LCSC Business Division Fall 2011 MFT Results:

ETS Assessment Indicators	Average LCSC Scores for Calendar Year 2011	National Average Scores for Calendar Year 2011
1) Accounting	45.7	44.0
2) Economics	45.9	44.5
3) Management	62.8	57.3
4) Quantitative Business Analysis	41.9	40.5
5) Finance	43.1	42.8
6) Marketing	59.7	55.1
7) Legal & Social Env't	60.5	55.7
8) Information Systems	52.0	48.2

<b>9) International Issues</b>	<b>54.6</b>	<b>52.7</b>
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**(2) Completion of college-level coursework by students requiring remediation (Progress)**

Our second metric is based on the success of students requiring remediation. Last year nearly 60% of the incoming freshman class at LCSC required some type of remediation. This metric will measure the number of students who have completed a college-level course in mathematics (MATH 108, MATH 123, MATH 130) or English (ENGL 101) subsequent to remediation efforts in those areas. While the mode of remediation is unimportant in this metric, the data collected could provide insight into the effectiveness of particular methods. This group will be compared to the success of incoming students who have arrived prepared for college-level work. Our goal is to attain similar success rates for these two groups of students.

The LCSC goal will be established following a baseline year of data collection.

**(3) Course completion rates on college-level academic courses (Progress)**

Our third metric is focused on course completion. Course completion rates are an indication of progress towards graduation goals. Our historic rate has been roughly 85%, depending on Division. Although this rate is impacted by several uncontrollable factors, such as student attrition due to family circumstances, it also could be impacted by institutional practice. Academic advising, which is currently undergoing a transformation at LCSC, certainly plays a role in student course selection, as does the enforcement of appropriate prerequisite requirements.

Our goal is an institutional course completion rate of 95%, overall.

**Course Completion Rate Summary  
for Spring 2012 Courses**

	<b>Total</b>	<b>A-D, S, P, &amp; CR</b>	<b>F, I, NC, NP, U, &amp; W</b>	<b>Completion Rate</b>
<b>Grand Total</b>	<b>12,401</b>	<b>11,270</b>	<b>1,126</b>	<b>91%</b>

**Course Completion Rate Summary  
for Fall 2011 Courses**

	<b>Total</b>	<b>A-D, S, P, &amp; CR</b>	<b>F, I, NC, NP, U, &amp; W</b>	<b>Completion Rate</b>
<b>Grand Total</b>	<b>13,821</b>	<b>12,549</b>	<b>1,268</b>	<b>91%</b>

**(4) Fall term to fall term retention rate of all non-graduating, academic degree-seeking students (Progress)**

Our fourth and final metric is based on retention. Fall term to fall term retention rates are an early indication of eventual completion and graduation.

Our goal is a retention rate of 55%, with a goal of increasing that number to 65% over the next four years.

**2011FA academic degree seeking who did not graduate: 2,420**

**2011FA academic who did not graduate and returned 2012FA: 1,524**

**2011FA to 2012FA Academic degree- seeking students who did not graduate retention rate: 63%**

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**BUSINESS AFFAIRS & HUMAN RESOURCES**  
**DECEMBER 13, 2012**

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**SUBJECT**

Board Policy V.A., V.C and V.Q. – Miscellaneous Receipts – first reading

**REFERENCE**

February 2011                      Board removed matriculation fees for University of Idaho

**APPLICABLE STATUTE, RULE, OR POLICY**

Idaho State Board of Education Governing Policies & Procedures, Section V.A.3.h , V.C.1.a., V.Q.

**BACKGROUND/DISCUSSION**

At the February 2011 Board meeting, changes were made to policy to correspond to revisions in Idaho Code that allow the Regents of the University of Idaho to charge tuition fees to in-state students in the same fashion as Boise State University, Idaho State University and Lewis-Clark State College. The policy changes removed references to “matriculation fee” from section V.R.a.3.vii and from section V.Q.1.a. since the distinction between tuition and matriculation is no longer relevant.

Board staff has since identified other provisions pertaining to restricted and unrestricted funds in these Board policies that are no longer relevant.

**IMPACT**

Paragraph 3.h. (“Miscellaneous Receipts”) can be removed from policy V.A., which defines Miscellaneous Receipts and designates which receipts are included in unrestricted and restricted funds. This section of policy is written to read that all revenues in addition to the State General Account appropriation are included in the spending authority for each institution or agency. However, this is not necessarily true since the Legislature determines which funds are included in the appropriation. Funds subject to appropriation and spending authority are covered in Board policy V.C. Spending Authority. The revisions to section 3.h. are submitted in Attachment 1.

Policy V.C. can be clarified by adding the word “appropriated” to section 1.a.ii. to distinguish funds appropriated by the Legislature from funds the Legislature has chosen not to appropriate and therefore are not subject to spending authority. Revisions to policy V.C. are submitted in Attachment 2.

Current policy V.Q. lists the Professional-Technical Education Fee under Restricted Current Fund (0660-01), yet this fee has always been appropriately deposited under Unrestricted Current Fund (0650-01). Since all of the Miscellaneous Receipts listed in policy V.Q. are deposited into one fund, this section of policy can be deleted as submitted in Attachment 3.

**BUSINESS AFFAIRS & HUMAN RESOURCES**  
**DECEMBER 13, 2012**

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**ATTACHMENTS**

Attachment 2 – Section V.A. – First Reading	Page 3
Attachment 3 – Section V.C. – First Reading	Page 7
Attachment 1 – Section V.Q. – First Reading	Page 9

**STAFF COMMENTS AND RECOMMENDATIONS**

Staff recommends approval of all policy section revisions.

**BOARD ACTION**

I move to approve the first reading of proposed revisions to Board Policy Section V.A., General Authority, Responsibilities, and Definitions, as presented in Attachment 1.

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

I move to approve the first reading of proposed revisions to Board Policy Section V.C., Spending Authority, as presented in Attachment 2.

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

I move to approve the first reading of proposed deletion of Board Policy Section V.Q., Deposits and Miscellaneous Receipts Accounts, as presented in Attachment 3.

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

**GOVERNING POLICIES AND PROCEDURES****SECTION: V. FINANCIAL AFFAIRS****Subsection: A. General Authority, Responsibilities, and Definitions**~~August 2009~~December 2012**1. Scope of Section**

With the exception of the State Department of Education, and unless otherwise noted, each institution and agency under the governance of the State Board of Education and Board of Regents of the University of Idaho (hereinafter the "Board") must conduct all of its financial and related affairs as provided in this section. The community colleges (NIC, CSI and CWI) are included only as specified. The policies and procedures outlined here are to complement and not to supplant the Office of the State Controller's user manual.

**2. General Policy**

It is the policy of the State Board of Education and Board of Regents of the University of Idaho to cooperate fully in fiscal matters with the Idaho Legislature, the Office of the Governor, Office of the State Controller, the State Board of Examiners, and the Division of Financial Management.

The Board also has specific constitutional status and powers as the Board of Regents of the University of Idaho, which it has a legal duty to maintain in its governance of the University of Idaho. (See Article IX, Section 10, Idaho Constitution; Standard Appropriations Act of 1945, Section 67-3601 *et seq.*, Idaho Code; Sections 67-3516 and 67-3523, Idaho Code, Sections 67-3511 and 67-3512, Idaho Code, and Chapters 10 and 11, Title 67, Idaho Code.)

**3. Definitions**

For the purposes of this section, the following definitions apply:

**a. Account**

An account is a financial record into which are posted all transactions relating to the specific asset, liability, fund balance, revenue, expenditure, or budgetary item identified in the account title.

**b. Allotment**

An allotment is a plan for expenditure of appropriated funds during a fiscal year which is required by and subject to the approval by the Division of Financial Management and the State Board of Examiners.

**c. Appropriation**

An appropriation is an authorization to expend funds granted by a legislative body. Funds may be appropriated in a lump sum, by program, by fund, or by standard class. An appropriation is limited in amount and lapses after a specified time period (usually a fiscal year).

**GOVERNING POLICIES AND PROCEDURES****SECTION: V. FINANCIAL AFFAIRS****Subsection: A. General Authority, Responsibilities, and Definitions**~~August 2009~~December 2012

## d. Encumbrances

Encumbrances are obligations in the form of purchase orders or requisitions, contracts, or salary commitments which are chargeable to an appropriation and for which a part of the appropriation is reserved. They cease to be encumbrances when the obligation is paid, and thus expensed or otherwise removed.

## e. Expenses

Expenses are obligations incurred and paid for operation, maintenance, interest, and other charges against current fiscal year appropriations.

## f. Fiscal Year

A fiscal year is an accounting period, usually of twelve (12) months' duration, which may begin and end other than with the calendar year. The state of Idaho fiscal year begins July 1 of each calendar year and ends June 30 of the following year.

## g. Fund

A fund is a separate fiscal and accounting entity with a self-balancing set of accounts recording cash or other resources together with all related liabilities, obligations, reserves, and equities which are segregated for the purpose of carrying on specific activities or attaining certain objectives in accordance with special regulations, restrictions, or limitations.

~~h. Miscellaneous Receipts~~

~~Miscellaneous receipts are revenues accruing to the institutions or agencies that are:~~

~~(1) In addition to State General Account appropriations, and~~

~~(2) Designated by the Board to be included as part of the total spending authority for each institution or agency. All such receipts are to be reported either in the Unrestricted Current Fund (0650-00) or in the Restricted Current Fund 0660-00 (college and universities only).~~

~~(a) Included in the Unrestricted Current Fund are revenues from such sources as nonresident tuition, graduate student fees, and general education fees.~~

~~(b) Included in the Restricted Current Fund are revenues from the matriculation and Professional Technical Education fees. Expenditures from this account may be made only for non-instructional activities of the institution which include maintenance and operation of the physical plant, student services and institutional support.~~



**GOVERNING POLICIES AND PROCEDURES****SECTION: V. FINANCIAL AFFAIRS****Subsection: A. General Authority, Responsibilities, and Definitions**August 2009 December 2012

~~(c) Typically not included as miscellaneous receipts are such revenues as fees and charges made by auxiliary services and local services, gifts, grants, contracts, agency funds, and miscellaneous fees and income dedicated by the Board for specific purposes.~~

**4. Fiscal Identification Codes**

For fiscal purposes, each institution and agency is identified by a numerical agency code issued by the Office of the State Controller. There is also maintained a more detailed set of codes for each institution and agency which must be used on all financial transactions. The code numbers and the detailed code identifiers may be changed only with prior approval by the Executive Director of the State Board of Education (hereinafter the "Executive Director") or his or her official designee. (Any such change for the State Department of Education is approved instead by the State Superintendent of Public Instruction or his or her official designee.)

**5. General Financial Responsibilities of the Office of the State Board of Education - Statutory Authority**

In accordance with Section 33-102A, Idaho Code, the Board vests its fiscal responsibilities in the Office of the State Board of Education (hereinafter the "office") for purposes of coordinating fiscal activities and implementing this section and other fiscal policies and procedures approved by the Board.

**a. Coordination and Data Collection**

The office functions in a coordinating and data-collecting capacity. It has primary responsibility for developing budgetary and fiscal information the Board may use to set policies as well as providing recommendations for Board consideration. The office will, whenever possible, consult with and solicit comments and recommendations from the institutions and agencies affected.

**b. Provision of Budgetary Information to the Division of Financial Management and the Legislative Services Office – Budget and Policy Analysis.**

(1) The office is generally responsible for providing budgetary information at the request of the Board, the Division of Financial Management, or the Legislative Services Office – Budget and Policy Analysis.

(2) The office, when relying upon institution and agency personnel for such data, designates the appropriate format for reporting such information.

iii. When the Division of Financial Management, the Legislative Services Office – Budget and Policy Analysis, or an individual legislator or legislative committee makes a request for information from an institution or agency, a copy of the institution or agency's response must be provided to the office.

## GOVERNING POLICIES AND PROCEDURES

### SECTION: V. FINANCIAL AFFAIRS

#### Subsection: A. General Authority, Responsibilities, and Definitions ~~August 2009~~ December 2012

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c. Institution and Agency Management Prerogatives

A responsibility of the office is to assure the Board that its policies and procedures are being properly implemented by the institutions and agencies. However, in performing this responsibility, the office should not intervene directly in the internal institution or agency management responsibilities.

d. Assistance and Counsel

The office provides assistance and counsel on fiscal matters to institutions and agencies as necessary or when such assistance and counsel is requested.

6. Responsibility for Implementation of Board Financial Decisions

The chief executive officer of each institution and agency (hereinafter the "chief executive officer") is responsible for establishing and administering detailed procedures for implementation of Board financial decisions, allocations, policies, and procedures.

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1. Monies Subject to Appropriation

a. Legal Spending Authority Required

- i. No institution or agency may expend, encumber, or otherwise use monies subject to appropriation without a specific appropriation or other spending authority under Idaho law (hereinafter "spending authority").
- ii. No institution or agency may expend, encumber, or otherwise use appropriated monies other than for the purposes and in the amounts authorized pursuant to the spending authority.
- iii. Any expenditure, encumbrance, or other use of monies without spending authority, in excess of the spending authority, or contrary to the purposes authorized by the spending authority, is void.
- iv. Each institution and agency is responsible for determining that spending authority exists to expend, encumber, or otherwise use monies under its control.
- v. Any person expending, encumbering, or otherwise using such monies other than pursuant to spending authority is subject to statutory penalties and disciplinary action. (See, for example, Sections 18-5701, 18-5702, and 59-1013, Idaho Code.)

b. General Fund and Special Accounts

- i. All General Fund monies are subject to annual or continuing appropriations by the Idaho Legislature.
- ii. Certain special account monies, such as direct federal appropriations, state endowment income and trust accounts, and miscellaneous receipts, are the subject of continuing or perpetual spending authority. (See, for example, Sections 67-3608 and 67-3611, Idaho Code (miscellaneous receipts); Section 67-3607 and Section 33-3301 et seq., Sections 33-2909 and 33-2910, Sections 33-2913 and 33-2914, Sections 33-2911 and 33-2912, Sections 66-1106 and 66-1107, Idaho Code (state endowment income and trust accounts).)

c. University of Idaho

The University of Idaho and the Board of Regents of the University of Idaho, by virtue of their constitutional status and unique standing under federal or state law, may expend certain monies which are not General Fund monies without the overall supervision and control of any other branch, department, office, or board of Idaho state government. (*See, for example, State ex rel. Black v. State Board*

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*of Education, 33 Idaho 415 (1921).)*

d. Non-cognizable Funds

Non-cognizable funds may not be expended without prior approval by the Division of Financial Management pursuant to Section 67-3516(2), Idaho Code.

2. Monies Not Subject to Appropriation

- a. Monies under the direct control of the institutions and agencies by virtue of auxiliary enterprises, local service operations, federal, state, and private gifts, and grants and contracts, may be expended in such amounts and for such purposes as authorized by the Board without express legislative spending authority.

- b. Institutional agency funds may be expended in accordance with the provision and controls of the depositor and are not subject to Board authorization.

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

**Attachment 3**

SECTION: V. FINANCIAL AFFAIRS

Subsection: Q. Deposits and Miscellaneous Receipts Accounts ~~February 2011~~ December 2012

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~~1. Revenue Deposited into Account~~

~~To provide for greatest equity in distribution of state appropriated funds, all or a portion of the following fees or charges, as determined by the Board, are deposited into the following accounts:~~

~~— a. Restricted Current Fund (0660-01)~~

~~—— i. Professional-Technical Education fee~~

~~— b. Unrestricted Current Fund (0650-01)~~

~~i. General education fee.~~

~~ii. Nonresident tuition.~~

~~iii. Western Undergraduate Exchange (WUE) fee.~~

~~iv. Graduate fee.~~

~~v. In-service teacher education fee.~~

~~vi. Employee/spouse fee.~~

~~vii. Federal Morrill Act funds, if appropriated.~~

~~viii. Senior citizen fee.~~

~~ix. WICHE fee.~~

~~x. Revenue derived from rental of state-constructed and/or state-maintained facilities to non-institutional users~~

~~—— xi. Summer school fee~~

~~—— xii. Course overload fee~~

~~—— xiii. Workforce Training Credit Fee~~

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**BUSINESS AFFAIRS & HUMAN RESOURCES  
DECEMBER 13, 2012**

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**SUBJECT**

Board Policy V.R. – Establishment of Fees – first reading

**REFERENCE**

September 1994	Board approved separate technology fee
February 2011	Board removed matriculation fees for University of Idaho
October 2012	Board directed staff to add a dependent fee waiver to Board policy

**APPLICABLE STATUTE, RULE, OR POLICY**

Idaho State Board of Education Governing Policies & Procedures, Section V.R.

**BACKGROUND/DISCUSSION**

This policy revision adds the technology fee and removes the term “matriculation” fee from the definition of the Western Undergraduate Exchange (WUE) fee. It also adds an option for a dependent fee waiver and clarifies delegation of approval of special course fees and assessments. Finally, it adds a New Student Orientation Fee under fees approved by the Board.

Western Undergraduate Exchange (WUE)

In 1994, the Board approved adding the technology fee in the 1995 full-time resident fee to support technology improvements on campus to facilitate student learning. The Board directed that the technology fee be defined separately from the matriculation fees. The WUE fee was already established in Board policy in section V.R.3.a.v as noted below.

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.

Board policy was never revised to include the technology fee in the definition of the WUE fee. The proposed policy amendment revises the definition of the WUE fee by including the technology fee and eliminating the matriculation fee (which has been replaced with tuition). The current limits on WUE waivers are as follows:

BSU	225
ISU	225
UI	280
LCSC	70

Employee/Dependent/Spouse Fee:

In December 2010 the Board approved a dependent fee pilot program at Boise State University (BSU) for a two year period. BSU intends to seek Board approval to make its dependent fee permanent at the conclusion of the second pilot year.

In June 2012, the Board waived policy V.R.3. and approved a request by the University of Idaho to establish a dependent fee benefit.

Special Course Fees

The Audit Committee reviewed the special course fees charged by the 4-year institutions. Board policy section V.R.3.c.iii., Special Course Fees or Assessments, requires that all special course fees or penalty assessments, or changes to such fees or assessments, be established by the chief executive officer of the institution. Some institutions have delegated this authority down as far as the dean level. The Audit Committee determined this level was too low. The Audit Committee recommends that delegation of establishing and changing course fees under policy V.R.3.c.iii. may only be delegated to the provost.

New Student Orientation Fee

During the Audit Committee's review of the Special Course Fees, the Committee determined that a fee charged to all new students at Boise State University and Idaho State University does not fall under the delegated authority provided in policy V.R.3.c.iii. As such, the fee must be approved by the Board. The Committee determined that special course fees are for a subset of students taking specific courses with unique costs and that a fee charged to all new students does not meet those criteria. Therefore, the Audit Committee requested the institutions add any New Student Orientation fee to the April fee agenda. This determination requires that a new category of fee be included in Board policy to allow the institutions to charge such a fee.

**IMPACT**

The institutions have been calculating the WUE fee as 50% of the total full-time resident fee which has included the technology fee since 1995. This policy revision will align the definition of the WUE fee with current practice.

Authorizing a dependent fee in Board policy will allow those institutions which choose to provide this benefit to move forward with their proposals.

Allowing institutions to delegate approval of special course fees and assessments will allow the institution chief executives to continue to delegate this responsibility but only to the provost level. This will ensure the oversight and control of these fees will be maintained at the proper level.



**BUSINESS AFFAIRS & HUMAN RESOURCES**  
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Adding a New Student Orientation Fee to the Board approved fees will allow the Board to approve or disapprove this fee and to approve any increases to the fee on an annual basis.

**ATTACHMENTS**

Attachment 1 – Section V.R. – First Reading

Page 5

**STAFF COMMENTS AND RECOMMENDATIONS**

Staff recommends approval for the proposed amendments regarding WUE, Employee/Dependent/Spouse fee, and delegated authority for special course fees.

With respect to authorizing a new student orientation fee, staff suggests the Board should give some thought as to whether this additional fee, on top of Board-approved tuition and fees, is appropriate. Staff is not challenging or questioning the value or efficacy of new student orientation – that is an entirely different issue of pedagogy and influencing student behavior which is not germane to the issue at hand. The question is whether the cost of new student orientation should be included as part of the services covered by tuition or if it is appropriate to assess a surcharge.

If the Board deems that the fee is appropriate, then the proposed amendment is necessary so the institutions can bring their fees to the Board for approval in April.

**BOARD ACTION**

I move to approve the first reading of proposed amendments to Board policy Section V.R., Establishment of Fees, with all revisions as presented.

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

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**GOVERNING POLICIES AND PROCEDURES**

**SECTION: V. FINANCIAL AFFAIRS**

**Subsection: R. Establishment of Fees**

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**1. Board Policy on Student Tuition and Fees**

Consistent with the Statewide Plan for Higher Education in Idaho, the institutions shall maintain tuition and fees that provide for quality education and maintain access to educational programs for Idaho citizens. In setting fees, the Board will consider recommended fees as compared to fees at peer institutions, percent fee increases compared to inflationary factors, fees as a percent of per capita income and/or household income, and the share students pay of their education costs. Other criteria may be considered as is deemed appropriate at the time of a fee change. An institution cannot request more than a ten percent (10%) increase in the total full-time student fee unless otherwise authorized by the Board.

**2. Tuition and Fee Setting Process – Board Approved Tuition and Fees**

**a. Initial Notice**

A proposal to alter student tuition and fees covered by Subsection V.R.3. shall be formalized by initial notice of the chief executive officer of the institution at least six (6) weeks prior to the Board meeting at which a final decision is to be made.

Notice will consist of transmittal, in writing, to the student body president and to the recognized student newspaper during the months of publication of the proposal contained in the initial notice. The proposal will describe the amount of change, statement of purpose, and the amount of revenues to be collected.

The initial notice must include an invitation to the students to present oral or written testimony at the public hearing held by the institution to discuss the fee proposal. A record of the public hearing as well as a copy of the initial notice shall be made available to the Board.

**b. Board Approval**

Board approval for fees will be considered when appropriate or necessary. This approval will be timed to provide the institutions with sufficient time to prepare the subsequent fiscal year operating budget.

**c. Effective Date**

Any change in the rate of tuition and fees becomes effective on the date approved by the Board unless otherwise specified.

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**GOVERNING POLICIES AND PROCEDURES**

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**Subsection: R. Establishment of Fees**

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**3. Definitions and Types of Tuition and Fees**

The following definitions are applicable to tuition and fees charged to students at all of the state colleges and universities, except where limited to a particular institution or institutions.

**a. General and Professional-Technical Education Tuition and Fees**

Tuition and fees approved by the State Board of Education. Revenues from these fees are deposited as required by Section V, Subsection Q.

**i. Tuition fees – University of Idaho, Boise State University, Idaho State University, Lewis-Clark State College**

Tuition fees are the fees charged for any and all educational costs at University of Idaho, Boise State University, Idaho State University, and Lewis Clark State College. 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, technology fee and activity fee.

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vi. Employee/Spouse/Dependent Fee

The fee for eligible participants shall be ~~a registration fee of twenty dollars (\$20.00) plus five dollars (\$5.00) per credit hour set by each institution, subject to Board approval.~~ Eligibility shall be determined by each institution. Employees, spouses and dependents at institutions and agencies under the jurisdiction of the Board may be eligible for this fee. Employees of the Office of the State Board of Education and the Division of Professional-Technical Education shall be treated as institution employees for purposes of eligibility. 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.

- a) The student must be an Idaho certified teacher or other professional employed at an Idaho elementary or secondary school.
- b) The costs of instruction are paid by an entity other than an institution.
- c) The course must be approved by the appropriate academic unit(s) at the institution.
- d) 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.

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x. New Student Orientation Fee

This fee is defined as a fee charged to new students who are enrolled with an institution for the first time. The fee is to cover the actual costs of on-campus orientation programs such as materials, student leader stipends, housing, and food.

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:

a) Credential or Licensure Requirement:

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- 1) 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 professional service involving expert and specialized knowledge for which credentialing or licensing is required. 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 as defined in policy III.E.1.
  - 2) The program leads to a degree where the degree is at least the minimum required for entry to the practice of a profession.
  - b) Accreditation Requirement: The program:
    - 1) Is accredited,
    - 2) is actively seeking accreditation if a new program, or
    - 3) will be actively seeking accreditation after the first full year of existence if a new program by a regional or specialized accrediting agency.
  - c) Extraordinary Program Costs: Institutions will propose professional fees for Board approval based on the costs to deliver the program. An institution must provide clear and convincing documentation that the cost of the professional program significantly exceeds the cost to deliver non-professional programs at the institution. 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.
  - d) The program may include support from appropriated funds.
  - e) The program is consistent with traditional academic offerings of the institution serving a population that accesses the same activities, services, and features as regular full-time, tuition-paying students.
  - f) Upon the approval and establishment of a professional fee, course fees associated with the same program shall be prohibited.
  - g) 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.
- v. Self-Support Academic Program Fees
- a) 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

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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:

- 1) An institution shall follow the program approval guidelines set forth in policy III.G.
  - 2) 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.
  - 3) The Self-support program shall be distinct from the traditional offerings of the institution by serving a population that does not 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.
  - 4) 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.
  - 5) Self-support program fees shall be segregated, tracked and accounted for separately from all other programs of the institution.
- b) 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.
  - c) 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.
  - d) Institutions shall audit Self-support academic programs every three (3) years to ensure that program revenue is paying for all program costs, direct and indirect, and that no appropriated funds are supporting the program.
  - e) 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



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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 or provost of the institution. The chief executive officer is responsible for reporting these fees to the Board upon request.

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**SUBJECT**

FY 2012 College and Universities' Net Asset Balances

**BACKGROUND/DISCUSSION**

The net asset balances are shown as of June 30, 2012. The net assets are broken down as follows:

**Invested in capital assets, net of related debt:** This represents an institution's total investment in capital assets, net of accumulated depreciation and outstanding debt obligations related to those capital assets. To the extent debt has been incurred but not yet expended for capital assets, such amounts are not included.

**Restricted, expendable:** This represents resources in which an institution is legally or contractually obligated to spend resources in accordance with restrictions imposed by external third parties.

**Restricted, nonexpendable:** This represents endowment and similar type funds in which donors or other outside sources have stipulated, as a condition of the gift instrument, that the principal is to be maintained inviolate and in perpetuity, and invested for the purpose of producing present and future income, which may either be expended or added to principal.

**Unrestricted:** This represents resources derived from student tuition and fees, and sales and services of educational departments and auxiliary enterprises. These resources also include auxiliary enterprises, which are substantially self-supporting activities that provide services for students, faculty and staff. Not all source of revenues noted above are necessarily present in the unrestricted balance.

Within **Unrestricted Net Assets**, the institutions reserve funds for the following:

**Obligated:** Contractual obligations represent a variety of agreements which support initiatives or operations that have moved beyond management planning into execution. Obligations include contracts for goods and services, including construction projects. Obligations contain debt service commitments for outstanding debt and staffing commitments for personnel. These amounts also consist of inventories and other balances for which contractual commitments exist.

**Designated:** Designated net assets represent balances not yet legally contracted but have been dedicated to initiatives that have been deemed to be strategic or mission critical. Balances include capital or maintenance projects that are in active planning phases. Facility and administrative cost recovery returns from sponsored projects (grants and contracts) are reinvested in infrastructure or on efforts to obtain additional grant funding. Documented

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central commitments to initiatives that have been approved at an executive level are designated.

*Note: Designated reserves are not yet legally contracted, so technically they are still subject to management decision or reprioritization. However, it's critical to understand that these net asset balances are a snapshot in time as of June 30, 2012, so reserves shown as "designated" on this report could be "obligated" at any point in the current fiscal year.*

**Unrestricted Funds Available:** Balance represents reserves available to bridge uneven cash flows as well as future potential funding shortfalls such as:

- Budget reductions or holdbacks
- Enrollment fluctuations
- Unfunded enrollment workload adjustment (EWA)
- Unfunded occupancy costs
- Critical infrastructure failures

## **IMPACT**

The volatility of state funding – as well as fluctuations in enrollment and tuition revenue – necessitates the need for institutions to maintain fund balances sufficient to stabilize operating budgets. Best practices for responsible fiscal policy suggest that institutions maintain an unrestricted fund balance at a level that represents 5 to 15 percent of operating expenses or is sufficient to fund no less than one to two months of operating expenditures.<sup>1</sup>

The Board set a minimum target reserve of 5% of operating expenditures as a benchmark in its Strategic Plan (Goal 3, Objective A).

Based on this target reserve, the institutions' unrestricted available balances are:

	FY 2011	FY 2012
BSU:	2.7%	3.5%
ISU:	5.9%	7.3%
UI:	1.6%	2.6%
LCSC:	3.5%	3.8%

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<sup>1</sup> Government Finance Officers Association (2009). *Best Practice: Appropriate Level of Unrestricted Fund Balance in the General Fund*. Retrieved from [http://www.gfoa.org/index.php?option=com\\_content&task=view&id=120&Itemid=134](http://www.gfoa.org/index.php?option=com_content&task=view&id=120&Itemid=134)

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**ATTACHMENTS**

BSU Net Asset Balances	Page 5
ISU Net Asset Balances	Page 7
UI Net Asset Balances	Page 9
LCSC Net Asset Balances	Page 11

**STAFF COMMENTS AND RECOMMENDATIONS**

The institutions will present a brief analysis of unrestricted net assets.

**BOARD ACTION**

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

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# Boise State University

## Net Asset Balances

As of June 30, 2012

Information Taken from Workpapers Relating to Audited Financial Statements

1 <b>Net Assets:</b>		<b>Boise State</b>
2	Invested in capital assets, net of related debt	229,367,705
3	Restricted, expendable	13,944,050
4	Restricted, nonexpendable	0
5	Unrestricted	99,056,807
6	<b>Total Net Assets</b>	<b>\$342,368,562</b>
7		
8	<b>Unrestricted Net Assets:</b>	<b>\$99,056,807</b>
9	Obligated (Note A)	
10	Debt Reserves	18,274,043
11	Capital Projects	
12	Facilities	24,410,357
13	Equipment	7,999,276
14	Program Commitments	
15	Academic	8,671,443
16	Research	1,342,578
17	Other	6,514,870
18	Administrative Initiatives	1,981,640
19	Other	0
20		
21	Total Obligated	69,194,206
22		
23	Designated (Note B)	
24	Capital Projects	
25	Facilities	3,800,000
26	Program Commitments	
27	Academic	3,252,348
28	Research	6,196,829
29	Other	1,552,848
30	Administrative Initiatives	4,514,967
31	Other	0
32		
33	Total Designated	19,316,992
34		
35	<b>Unrestricted Funds Available (Note C)</b>	<b>\$10,545,609</b>
36		
37		
38	Operating expenses	303,984,891
39	Ratio of Unrestricted Funds Available to operating expenses	3.5%
40	5% of operating expenses (minimum reserve target)	15,199,245
41		

**Obligated** - Contractual obligations represent a variety of agreements which support initiatives or operations that have moved beyond management planning into execution. Obligations include contracts for goods and services, including construction projects. Obligations contain debt service and staffing commitments for outstanding debt and personnel. These amounts also consist of inventories and other balances for which a contractual commitments exist.

**Designated** - Designated net assets represent balances that are not yet legally contracted, but have been dedicated to initiatives that have been deemed to be strategic or mission critical. Balances include capital or maintenance projects that are in active planning phases. Facility and administrative returns from sponsored projects (grants and contracts) are reinvested in infrastructure or on efforts to obtain additional grant funding. Documented central commitments to initiatives that have been approved at an executive level are designated.

**Unrestricted Funds Available** - Balance represents reserves available to bridge uneven cash flows as well as future potential reduced funding. Current examples of potential future reductions are:

Unfunded Enrollment Workload Adjustment (EWA)  
Budget reductions or holdbacks  
Enrollment fluctuations  
Federal financial aid reductions



# Idaho State University

## Net Asset Balances

As of June 30, 2012

Information Taken from Workpapers Relating to Audited Financial Statements

1	<b>Net Assets:</b>	
2	Invested in capital assets, net of related debt	\$125,992,772
3	Restricted, expendable	\$5,554,894
4	Restricted, nonexpendable	
5	Unrestricted	\$70,446,471
6	Total Net Assets	<u>\$201,994,137</u>
7		
8	<b>Unrestricted Net Assets:</b>	<b>70,446,471</b>
9	Obligated (Note A)	
10	Debt Reserves	10,956,203
11	Capital Projects	
12	Facilities	-
13	Equipment	4,703,663
14	Program Commitments	
15	Academic	7,855,526
16	Research	14,381
17	Other	
18	Administrative Initiatives	
19	Other	6,371,440
20		-
21	Total Obligated	<u>29,901,213</u>
22		
23	Designated (Note B)	
24	Capital Projects	
25	Facilities	4,657,977
26	Equipment	
27	Program Commitments	
28	Academic	7,289,904
29	Research	3,396,367
30	Other	8,924,833
31	Administrative Initiatives	
32	Other	
33		-
34	Total Designated	<u>24,269,082</u>
35		
36	<b>Unrestricted Available (Note C)</b>	<b><u>\$16,276,176</u></b>
37		
38	Operating expenses	222,035,121
39	Ratio of Unrestricted Funds Available to operating expenses	7.3%
40	5% of operating expenses (minimum available reserve target)	11,101,756
41		
42	Two months operating expenses	37,005,854
43	Ratio of Unrestricted Funds Available to two months of operating expenses	44%
44	Number of days expenses covered by Unrestricted Funds Available	26.76

**Note A:** Obligated - Contractual obligations represent a variety of agreements which support initiatives or operations that have moved beyond management planning into execution. Obligations include contracts for goods and services, including construction projects. Obligations contain debt service commitments for outstanding debt and staffing commitments for personnel. These amounts also consist of inventories and other balances for which a contractual commitments exist.

**Note B:** Designated - Designated net assets represent balances that are not yet legally contracted, but have been dedicated to initiatives that have been deemed to be strategic or mission critical. Balances include capital or maintenance projects that are in active planning phases. Facility and administrative returns from sponsored projects (grants and contracts) are reinvested in infrastructure or on efforts to obtain additional grant funding. Documented central commitments to initiatives that have been approved at an executive level are designated.

**Note C:** Unrestricted Funds Available - Balance represents reserves available to bridge uneven cash flows as well as future potential reduced funding. Current examples of potential future reductions are:

Unfunded Enrollment Workload Adjustment (EWA)  
Budget reductions or holdbacks  
Enrollment fluctuations  
Federal financial aid reductions

**Idaho College and Universities  
Net Asset Balances**

**As of June 30, 2012**

Information Taken from Workpapers Relating to Audited Financial Statements

<b>1</b>	<b>Net Assets:</b>	<b>University of Idaho</b>	
<b>2</b>	Invested in capital assets, net of related debt		\$ 239,981,523
<b>3</b>	Restricted, nonexpendable		74,859,032
<b>4</b>	Restricted, expendable		24,796,022
<b>5</b>	Unrestricted		63,954,298
<b>6</b>	Total Net Assets		<u>\$ 403,590,875</u>
<b>7</b>	<b>Unrestricted Net Assets:</b>		<u><b>\$ 63,954,298</b></u>
<b>8</b>	<b>Obligated (Note A)</b>		
	- Debt Service and Real Estate Lease Obligations	\$ 17,611,335	
	- Capital Project and Equipment Funds	<u>12,082,628</u>	
	<b>Total Obligated Funds</b>		<u><b>\$ 29,693,963</b></u>
<b>9</b>	<b>Designated (Note B)</b>		
	Academic Funds:		
	- Dedicated Course Fees	\$ 1,067,916	
	- Research Funds	419,147	
	- Faculty Start-up Funds	559,724	
	- Support Funds	<u>1,622,810</u>	
	Total Academic Funds		\$ 3,669,597
	Agricultural Extension Funds:		
	- Agricultural Extension Education Funds	\$ 482,957	
	- Agricultural Extension Research Funds	838,785	
	- Agricultural Extension Support Funds	<u>1,011,339</u>	
	Total Agricultural Extension Funds		2,333,081
	Student Funds:		
	- Student Services Funds	\$ 556,955	
	- Student Scholarship Funds	<u>71,755</u>	
	Total Student Funds		628,711
	Faculty Start-up & Research Support Funds (from F&A)	2,473,000	
	Proposed Property Acquisition Pending SBOE Approval	1,850,000	
	IRIC Facility Planning Pending SBOE Approval	3,400,000	
	Service Center	764,489	
	Benefits & Self-Insured Health Plan	1,102,625	
	Auxiliary Services Funds	8,381,151	
	Facility/Departmental Repair and Replacement Funds	<u>308,309</u>	
	<b>Total Designated Funds</b>		<u><b>\$ 24,910,963</b></u>
<b>10</b>	<b>Unrestricted Available (Note C)</b>		<u><b>\$ 9,349,372</b></u>
<b>11</b>	Operating expenses		\$358,396,585
<b>12</b>	Ratio of Unrestricted Funds Available to operating expenses		2.6%
<b>13</b>	5% of operating expenses (minimum available reserve target)		\$17,919,829
<b>14</b>	Two months operating expenses		\$59,732,764
<b>15</b>	Ratio of Unrestricted Funds Available to two months of operating expenses		16%
<b>16</b>	Number of days expenses covered by Unrestricted Funds Available		10

**Idaho College and Universities  
Net Asset Balances**

**As of June 30, 2012**

Information Taken from Workpapers Relating to Audited Financial Statements

**NOTES**

**Note A:**      **Obligated** - Contractual obligations represent a variety of agreements which support initiatives or operations that have moved beyond management planning into execution. Obligations include contracts for goods and services, including construction projects. Obligations contain debt service commitments for outstanding debt and staffing commitments for personnel. These amounts also consist of inventories and other balances for which a contractual commitments exist.

**Note B:**      **Designated** - Designated net assets represent balances that are not yet legally contracted, but have been dedicated to initiatives that have been deemed to be strategic or mission critical. Balances include capital or maintenance projects that are in active planning phases. Facility and administrative returns from sponsored projects (grants and contracts) are reinvested in infrastructure or on efforts to obtain additional grant funding. Documented central commitments to initiatives that have been approved at an executive level are designated.

**Note C:**      **Unrestricted Funds Available** - Balance represents reserves available to bridge uneven cash flows as well as future potential reduced funding. Current examples of potential future reductions are:

Budget reductions or holdbacks  
Enrollment fluctuations  
Unfunded Enrollment Workload Adjustment (EWA)  
Loss of ARRA funding

# Lewis-Clark State College

## Net Asset Balances

As of June 30, 2012

Information Taken from Workpapers Relating to Audited Financial Statements

1	<b>Net Assets:</b>	<b>LCSC</b>
2	Invested in capital assets, net of related debt	\$43,966,416
3	Restricted, expendable	1,130,410
4	Restricted, nonexpendable	0
5	Unrestricted	21,892,093
6	<b>Total Net Assets</b>	<b>\$66,988,919</b>
7		
8	<b>Unrestricted Net Assets:</b>	<b>\$21,892,093</b>
9	Obligated (Note A)	
10	Debt Reserves	3,190,939
11	Other	599,729
12		
13	Total Obligated	3,790,668
14		
15	Designated (Note B)	
16	Capital Projects	
17	Facilities	3,084,939
18	Equipment	3,063,054
19	Program Commitments	
20	Academic	4,989,000
21	Other	4,754,757
22	Other	430,995
23		
24	Total Designated	16,322,745
25		
26	<b>Unrestricted Availabe (Note C)</b>	<b>\$1,778,680</b>
27		
28	Operating expenses	46,250,966
29	Ratio of Unrestricted Funds Available to operating expenses	3.8%
30	5% of operating expenses (minimum available reserve target)	2,312,548
31		
32	Two months operating expenses	7,708,494
33	Ratio of Unrestricted Funds Available to two months of operating expenses	23%
34	Number of days expenses covered by Unrestricted Funds Available	14

**Note A: Obligated** - Contractual obligations represent a variety of agreements which support initiatives or operations that have moved beyond management planning into execution. Obligations include contracts for goods and services, including construction projects. Obligations contain debt service commitments for outstanding debt and staffing commitments for personnel. These amounts also consist of inventories and other balances for which a contractual commitments exist.

**Note B: Designated** - Designated net assets represent balances that are not yet legally contracted, but have been dedicated to initiatives that have been deemed to be strategic or mission critical. Balances include capital or maintenance projects that are in active planning phases. Facility and administrative returns from sponsored projects (grants and contracts) are reinvested in infrastructure or on efforts to obtain additional grant funding. Documented central commitments to initiatives that have been approved at an executive level are designated.

**Note C: Unrestricted Funds Available** - Balance represents reserves available to bridge uneven cash flows as well as future potential reduced funding. Current examples of potential future reductions are:

Enrollment fluctuations  
Budget reductions or holdbacks

**BUSINESS AFFAIRS AND HUMAN RESOURCES**  
**DECEMBER 13, 2012**

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**BOISE STATE UNIVERSITY**

**SUBJECT**

Approval to initiate a professional fee for the undergraduate Respiratory Care program

**APPLICABLE STATUTE, RULE OR POLICY**

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

**BACKGROUND/DISCUSSION**

Pursuant to the Board's guidelines for establishing program fees, Attachment 1 provides the rationale for eliminating course fees and assessing a professional fee for the Respiratory Care program at Boise State University (BSU). Attachments 2 and 3 provide revenue, expenditure and course fee detail.

**IMPACT**

Respiratory Care students currently pay course fees totaling \$531 over a period of two academic years. If the professional fee were approved as requested, these students would pay \$1,600 in lieu of the course fee. This equates to a \$1,069 or 200% increase.

**ATTACHMENTS**

Attachment 1 – Professional Fee Rationale	Page 3
Attachment 2 – Revenue and Expenditure Detail	Page 7
Attachment 3 – Course Fee Detail	Page 8

**STAFF COMMENTS AND RECOMMENDATIONS**

Staff makes the following findings with regard to this request in relation to the policy criteria:

- (1) Credential or Licensure Requirement: Upon successful completion of the Respiratory Care program, graduates are eligible to sit for the national licensure exam. Passage of the exam permits practicing as respiratory therapist. An associate degree is the minimum required for entry to the practice of this profession. The BSU program, for which this professional fee is requested, is a Bachelor Degree Program. The Board must make a determination as to whether a respiratory therapist constitutes a "professional service" for purposes of this policy.
- (2) Accreditation Requirement: The program is fully accredited by the cognizant specialized accrediting body.
- (3) Extraordinary Program Costs: There are documented added costs as part of offering a respiratory care program. These added costs result from: very low

**BUSINESS AFFAIRS AND HUMAN RESOURCES**  
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faculty to student ratios per accreditation and clinical affiliate requirements; purchase and repair of high cost equipment and technology for training; etc. BSU did not indicate in its supporting documents how a 200% increase in program fees may impact future enrollment in the program. This may be helpful information for the Board to have in evaluating the viability of this fee request.

The Board could reasonably determine the policy criteria have been met as a basis for approving this fee request.

**BOARD ACTION**

I move to approve the request by Boise State University to designate a professional fee for sophomore and junior students in the Respiratory Care Program in the amount of \$400 per semester in conformance with the attachments hereto.

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



BOISE STATE UNIVERSITY  
COLLEGE OF HEALTH SCIENCES  
DEPARTMENT OF RESPIRATORY CARE

**Undergraduate Professional Fee Request**

- The following is a request to initiate a professional fee for the undergraduate, Respiratory Care Program at Boise State University.

Pursuant to the State Board of Education (SBOE) guidelines for program fees, the Department of Respiratory Care's undergraduate program meets all of the criteria for designation of a professional fee: a) Credentialing Requirement, b) Accreditation Requirement and c) Extraordinary Program Costs. Upon approval and institution of the professional program fee, all current individual course fees will be discontinued. The rationale for the professional fee, per SBOE requirement, follows:

*Overview-* The clinical programs within the College of Health Sciences (COHS) have been very successful and experience high job placement rates (90%-100%) in good paying jobs, even during a down economy, because of the outstanding education our students receive. Pass rates of our students for national registry exam are close to 100% which is well above the national average, e.g., national Respiratory Care (RC) pass rate is 55%. The cornerstone of these programs is the intensive student experience using quality equipment/technology facilitated through low student to faculty ratios, e.g., we have many classes in Radiologic Sciences (RS) and RC that have a ratio of 2-6 undergraduate students for every tenured faculty. This investment is something that students and health care recipients in Idaho directly benefit from.

The COHS has worked diligently to avoid program fees for clinically based health care professions. However, this is no longer possible. We simply do not have the financial and human resources to deliver the curriculum and support the rising costs associated with repairing and purchasing equipment and technologies such as our million dollar simulation center. Though it may be tempting to avoid investing in new technology like the simulation center to cut costs, this is now the gold standard in clinical education. In short, if our graduates are to be successful they must have exposure to these technologies or they will be left behind. Furthermore, we cannot afford the escalating repair and replacement costs of radiologic and respiratory care equipment that is outdated almost as quickly as it is created. Students need to be familiar with up-to-date equipment or their training will not be relevant. These realities are compounded by the fact that the COHS has grown by almost 20% since 2005 (2,583 students in 2005 and 3,100 in 2011). Therefore, despite our efforts to avoid program fees, the COHS can no longer subsidize the costs of the clinical programming and must charge fees of the students who are receiving these high quality, intensive and technologically advanced services that afford them good paying jobs. The following narrative and tables help detail the rationale for this request.

a) Requirement	b) Rationale	c) Outcome without funding
<b>Credentialing Requirement-</b> <i>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 professional service involving expert and specialized knowledge for which credentialing or licensing is required.</i>	<p>Upon successful completion of the respiratory care program, respiratory care students are eligible to take the National Board for Respiratory Care (NBRC) Entry Level Certified Respiratory Therapist (CRT) Examination. This is a national test to determine respiratory care competency. Successful completion of the test results in formal entry into the profession and permits the use of the title, "Certified Respiratory Therapist". This credential permits the full practice of respiratory care in accordance with the Idaho State Board of Medicine Respiratory Care Practice Act.</p>	<p>Without a professional fee we would be less able to support accreditation requirements which are essential for students to complete the credentialing examinations. Therefore, without the fee, their ability to become credentialed will be jeopardized.</p>
<b>Credentialing Requirement-</b> <i>The program leads to a degree where the degree is at least the minimum required for entry to the practice of a profession.</i>	<p>Graduates may license as a respiratory care practitioner in Idaho after completion of either an Associate Degree or a Bachelor's Degree in Respiratory Care. There is an increasing expectation, nationwide, that the entry into the profession will require a Bachelor's Degree. This expectation is supported by the Department of Respiratory Care at Boise State University and their Medical Advisory Board.</p>	
<b>Accreditation Requirement</b> <i>The program:</i> 1) <i>Is accredited,</i> 2) <i>is actively seeking accreditation if a new program, or</i> 3) <i>will be actively seeking accreditation after the first full year of existence if a new program by a regional or specialized accrediting agency.</i>	<p>The respiratory care program is fully accredited by the Commission on Accreditation for Respiratory Care (CoARC). This is a required accreditation for the graduates to take the NBRC Examinations.</p>	<p>-Accreditation is expensive for programs to initially obtain and to maintain due to annual fees, meeting standards, and site visit expenses.  -Loss of accreditation due to inability to pay fees or to meet required financial standards would make the students ineligible to take credentialing examinations.  - Our clinical agencies understand and support the need for professional accreditation as all Respiratory Care Practitioners must be licensed by the State to practice Respiratory Care.</p>

a) Requirement	b) Rationale	c) Outcome without funding
<p><b>Extraordinary Program Costs-</b>  <i>Institutions will propose professional fees for Board approval based on the costs to deliver the program. An institution must provide clear and convincing documentation that the cost of the professional program significantly exceeds the cost to deliver non-professional programs at the institution. 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.</i></p>	<p>Respiratory care programs are expensive to administer because of various requirements placed upon the programs by the CoARC, and because of the nature of the profession.</p> <ul style="list-style-type: none"> <li>• CoARC standards and specialized accreditation essentials require a faculty to student ratio of no more than 1:6 in the clinical facilities for the general patient care floors.</li> <li>• Clinical affiliates refer to the hospitals, medical centers, clinics and other educational rotations through which the students must rotate. The clinical affiliates require faculty to student ratio of no more than 1:2 in the critical care units. This is imperative as the clinical instructor is in the critical care units, taking care of critically ill patients, frequently receiving life support. It is not possible for a clinical instructor to try to supervise more than two students in these life-threatening situations.</li> <li>• When the students are on campus in the Respiratory Care Laboratories, most of the sections are limited to no more than six students per lab. This is because the students must learn and master the clinical operation of complex, electronic, life-support devices that are very expensive to purchase.</li> <li>• Costly preparation programs are needed for students to prepare for the licensing examinations and professional examinations (CRT Examination, Written Registry Examination and the Clinical Simulation Examination) which are required to obtain the professional credential Registered Respiratory Therapist (RRT). This credential is required for graduates to work in the critical care areas.</li> <li>• Respiratory care is a technology-intensive profession. It is imperative that the respiratory care students have access in the laboratory to the same equipment they will be using in the clinical settings when working with adult, pediatric and neonatal patients in the critical care units. Each of the clinical affiliates</li> </ul>	<p>-Lack of funding would potentially reduce the number of students that could be accepted into this high demand medical profession. Currently, we accept 26 students per year.</p> <p>-Lack of funding will translate to outdated equipment or equipment that does not work appropriately. The inability to stay current with technology will hinder the student from practicing in a similar environment prior to translating their skills to the patient. BSU has affiliation agreements with our sites that require those placed for clinical practice to have a basis of knowledge and experiences prior to gaining clinical entrance. This will cause some decrease in patient safety and some liability for the institution. This may decrease the number of students able to be accepted.</p> <p>- If we are not able to offer these limited enrollment laboratory or clinical activities, or provide licensed, credentialed instructors, our student numbers will need to be decreased, which could jeopardize our accreditation.</p>

a) Requirement	b) Rationale	c) Outcome without funding
	<p>selects mechanical ventilators to meet their specific needs for their specific patients. This results in a variety of mechanical ventilators with which Boise State respiratory care students must be proficient.</p> <ul style="list-style-type: none"> <li>• Simulation manikins used to teach respiratory care students are very expensive and require frequent updating and repair.</li> <li>• Respiratory care faculty use simulation to augment the students' clinical experiences by presenting them with specific clinical situations with which they can work and become experienced rather than practicing on patients. In addition, many clinical situations are not readily available for each student; simulation allows all students to experience these scenarios. Simulation requires expensive technology and well-educated technicians to run the equipment and work with students and faculty.</li> </ul>	

# Department of Respiratory Care

ATTACHMENT 2

Revenue		FY 2011-2012	FY 2013-2014 (estimate)	Description
Course Fee		\$531/student	\$0	
Program Fee		\$0	\$1600/student	Description
Expenditures		FY 2011-2012	FY 2013-2014 (estimate)	
		\$12,776	\$37,600	
Laboratory Expendables		\$181	\$250	Ventilator circuits, oxygen masks, medical gasses (for example, Heliox is \$900/cylinder), filters so circuits can be re-used. Supplies used in the patient care skills lab such as dressings, catheters and sterile gloves.
Simulation Center		\$300	\$460	We are increasing our use of the simulation lab to train students in low occurrence but high risk situations such as cardiopulmonary arrest. We pay an hourly fee (\$100/hr) for use of the simulation center. The hourly fee is used to replace simulation manikins (average cost \$50,000). There are also costs associated with the development of simulation scenarios and for technical support. If this fee is approved, we will be able to purchase more time for training of students using simulation.
Liability Insurance/Name Badge		\$50	\$60	Liability insurance and name badges are required for participation in clinical rotations.
Lab Equipment Maintenance and transportation			\$95	Preventative maintenance (PM) of student used ventilators, lung simulators and monitors. Payment to transport the iron lung from storage to the lab and back; transport of ventilators to the hospitals for PM. PM is required 1/year; the average cost is \$400. Calibration of the lung simulator is \$900. We have 4 units; typically 2 to 3 units undergo PM per year.
Lab Equipment Replacement			\$200	In order to correctly operate a ventilator in the hospital students train many hours in the lab. The typical ventilator used in hospitals today averages \$20,000-50,000 per ventilator. We borrow when we can but then we cannot guarantee the students access for training. Fees would be saved and used to purchase new ventilators. Fees would also pay for equipment used to train students in the patient assessment class.
Clinical Expenditures			\$155	Fees will be used to train, evaluate and mentor the clinical preceptors used to supervise some students during hospital training. In an average semester we have students in 22 different locations.
Examination Preparation			\$150	Each student takes a Self Assessment Exam administered by the National Board for Respiratory Care. Fees will pay for the exam and to purchase exam preparation software and simulations.
Accreditation			\$65	The program pays \$1700/year to maintain accreditation, \$1000 every 5 years for a required self-study report and \$5,000-8,000 every 5-10 years for the required accreditation visit.
ACLS Training and Certification			\$75	Certification in Advanced cardiac life support (ACLS) is a requirement for employment in most hospitals. Hospitals expect students to graduate with this certification. The cost is \$150/student; this training is for Juniors so the cost would be spread over two years.
Student Research			\$35	Undergraduate research is required in two of our courses. Fees would pay for research supplies (stamps for mailing surveys, devices such as altimeters, chronometers, etc.) printing of posters (1 poster is \$50 to print), and conference registration fees for student presenters.
Per Student		\$531	\$1,545	
Estimated Total Expenditures		\$12,213	\$35,535	

Department of Respiratory Care					
Current Course Fees (FY 12)		Current Course Fees/Semester			
		Sophomores		Juniors	
Course Number	Course Title	Fall	Spring	Fall	Spring
RESPCARE 105	Interdisc Patient Care Skills	\$125			
RESPCARE 204	Respiratory Care Lab I	\$16			
RESPCARE 208	Clinical Practicum I	\$95			
RESPCARE 228	Clinical Practicum II		\$75		
RESPCARE 304	Respiratory Care Lab III			\$40	
RESPCARE 308	Clinical Practicum III			\$90	
RESPCARE 328	Clinical Practicum IV				\$90
	<b>Totals per Semester</b>	<b>\$236</b>	<b>\$75</b>	<b>\$130</b>	<b>\$90</b>
	Typical Number of Students	26	24	22	22
	Typical Revenue	\$6,136	\$1,800	\$2,860	\$1,980
	<b>Current Revenue per Year</b>				<b>\$12,776</b>
Proposed Program Fee (FY 2014)		Proposed Fees/Semester			
		Sophomore		Juniors	
		Fall	Spring	Fall	Spring
	Fee Per Student Per Semester	\$400	\$400	\$400	\$400
	Estimated Number of Students	26	24	22	22
	Revenue per Semester	\$10,400	\$9,600	\$8,800	\$8,800
	Annual Revenue Fall				\$19,200
	Annual Revenue Spring				\$18,400
	<b>Proposed FY 2014 Revenue</b>				<b>\$37,600</b>

**BUSINESS AFFAIRS AND HUMAN RESOURCES**  
**DECEMBER 13, 2012**

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**BOISE STATE UNIVERSITY**

**SUBJECT**

Approval to initiate a professional fee for the various programs/emphases in the Bachelor of Radiologic Sciences program

**APPLICABLE STATUTE, RULE OR POLICY**

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

**BACKGROUND/DISCUSSION**

Pursuant to the Board's guidelines for establishing program fees, Attachment 1 provides the rationale for eliminating course fees and assessing a professional fee for each of the four emphases/programs in the Bachelor of Radiologic Sciences program at Boise State University (BSU). Attachments 2 and 3 provide revenue, expenditure and course fee detail.

**IMPACT**

All Radiologic Sciences program students currently pay course fees in their sophomore and junior years totaling \$635. Senior year course fees vary depending on the program emphasis from a high of \$445 to a low of \$15. If the professional fee were approved as requested, these students would pay \$1,600 (cumulative) in lieu of the course fees for their sophomore and junior years. This equates to a \$965 or 152% increase. The students would also pay another \$800 in their senior year, regardless of their chosen program emphasis. At a minimum this would equate to a \$355 or 80% increase.

**ATTACHMENTS**

Attachment 1 – Professional Fee Rationale	Page 3
Attachment 2 – Revenue and Expenditure Detail	Page 7
Attachment 3 – Course Fee Detail	Page 8

**STAFF COMMENTS AND RECOMMENDATIONS**

Staff makes the following findings with regard to this request in relation the policy criteria:

- (1) Credential or Licensure Requirement: Upon successful completion of the Radiologic Sciences program, graduates are eligible to sit for several credentialing exams. Passage of these exams permits practicing as a registered Sonographer or Radiographer. An associate degree is the minimum required for entry to the practice of these professions. BSU will award a bachelor degree for these programs. The Board must make a determination as to whether a Sonographer or Radiographer constitutes a "professional service" for purposes of this policy.

**BUSINESS AFFAIRS AND HUMAN RESOURCES  
DECEMBER 13, 2012**

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- (2) Accreditation Requirement: The program is fully accredited by the cognizant specialized accrediting bodies.
- (3) Extraordinary Program Costs: There are documented added costs as part of offering a respiratory care program. These added costs result from: very low faculty to student ratios per accreditation and clinical affiliate requirements; purchase and repair of high cost equipment and technology for training; etc. BSU did not indicate in its supporting documents how the proposed significant increase in fees may impact future enrollment in the program. This may be helpful information for the Board to have in evaluating the viability of this fee request. By way of comparison, ISU assesses a professional fee of \$690 per year for its Radiographic Science program.

The Board could reasonably determine the policy criteria have been met as a basis for approving this fee request.

**BOARD ACTION**

I move to approve the request by Boise State University to designate a professional fee for sophomore, junior and senior students in the Radiologic Sciences Program in the amount of \$400 per semester in conformance with the attachments hereto.

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



BOISE STATE UNIVERSITY  
COLLEGE OF HEALTH SCIENCES  
DEPARTMENT OF RADIOLOGIC SCIENCES

**Undergraduate Diagnostic Professional Fee Request**

The following is a request to initiate a professional fee for the various emphases/programs in the Bachelor of Radiologic Sciences at Boise State University:

- Diagnostic Medical Sonography (DMS) Emphasis/Program;
- Diagnostic Radiology (DR) Emphasis/Program;
- Magnetic Resonance Imaging (MRI) Emphasis/Program;
- Computed Tomography (CT) Emphasis/Program

Pursuant to the State Board of Education (SBOE) guidelines for program fees, the Department of Radiologic Science's undergraduate programs meet all of the criteria for designation of a professional fee: a) Credentialing Requirement, b) Accreditation Requirement and c) Extraordinary Program Costs. Upon approval and institution of the professional program fee, all current individual course fees will be discontinued. The rationale for the professional fee per SBOE requirements follows:

*Overview-* The clinical programs within the College of Health Sciences (COHS) have been very successful and experience high job placement rates (90%-100%) in good paying jobs, even during a down economy, because of the outstanding education our students receive. Pass rates of our students for national registry exam are close to 100% which is well above the national average. The cornerstone of these programs is the intensive student experience using quality equipment/technology facilitated through low student to faculty ratios, e.g., we have many classes in Radiologic Sciences (RS) and RC that have a ratio of 2-6 undergraduate students for every tenured faculty. This investment is something that students and health care recipients in Idaho directly benefit from.

The COHS has worked diligently to avoid program fees for clinically based health care professions. However, this is no longer possible. We simply do not have the financial and human resources to deliver the curriculum and support the rising costs associated with repairing and purchasing equipment and technologies such as our million dollar simulation center. Though it may be tempting to avoid investing in new technology like the simulation center to cut costs, this is now the gold standard in clinical education. In short, if our graduates are to be successful they must have exposure to these technologies or they will be left behind. Furthermore, we cannot afford the escalating repair and replacement costs of radiologic and respiratory care equipment that is outdated almost as quickly as it is created. Students need to be familiar with up-to-date equipment or their training will not be relevant. These realities are compounded by the fact that the COHS has grown by almost 20% since 2005 (2,583 students in 2005 and 3,100 in 2011). Therefore, despite our efforts to avoid program fees, the COHS can no longer subsidize the costs of the clinical programming and must charge fees of the students who are receiving these high quality, intensive and technologically advanced services that afford them good paying jobs. The following narrative and tables help detail the rationale for this request.

a) Requirement	b) Rationale	c) Outcome without funding
<b>Credentialing Requirement-</b> <i>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 professional service involving expert and specialized knowledge for which credentialing or licensing is required.</i>	<b>Diagnostic Medical Sonography (DMS) Program:</b> DMS graduates are eligible to take three American Registry of Diagnostic Medical Sonographers (ARDMS) examinations. They also qualify to take the Sonography examination offered by the American Registry of Radiologic Technologists (ARRT). Success in either allows use of the title "Registered Sonographer." This designation is required for insurance and Medicare reimbursement for multiple patient examinations performed in the clinical setting and is currently required for licensing in three states. <b>Diagnostic Radiography (DR), Magnetic Resonance Imaging (MRI) and Computed Tomography (CT) Programs:</b> are eligible to take the American Registry of Radiologic Technologists (ARRT) examination. Successful completion of this credentialing examination permits the use of the title "Registered Radiographer." The registered radiographer, RT(R), ARRT, designation is required licensing to deliver radiation for diagnosis in 39 states. The professional credential is a requirement for practice in accredited agencies.	Without a professional fee we will be less able to support accreditation requirements, which are essential for students to complete the credentialing examinations. Therefore, without the fee, their ability to become credentialed will be jeopardized.
<b>Credentialing Requirement-</b> <i>The program leads to a degree where the degree is at least the minimum required for entry to the practice of a profession.</i>	The ARRT requires candidates hold a minimum of an associate degree. The DMS, DR, MRI and CT programs at BSU will award a bachelor degree.	
<b>Accreditation Requirement</b> <i>The program:</i> 1) <i>Is accredited,</i> 2) <i>is actively seeking accreditation if a new program, or</i> 3) <i>will be actively seeking accreditation after the first full year of existence if a new program by a regional or specialized accrediting agency.</i>	<b>The DMS Program</b> is accredited by the Council for Higher Education Accreditation (CHEA) upon recognition by the Commission on Accreditation of Allied Health Education Programs (CAAHEP) upon the recommendation of the Joint Review Committee on Education in Diagnostic Medical Sonography (JRC-DMS). CHEA accreditation is required for DMS graduates to write both the ARDMS and ARRT registry examinations. <b>The DR Program</b> is accredited by the Joint Review Commission on Education in Radiologic Technology (JRCERT). <b>The CT and MRI Programs</b> are accredited by the Northwest Accreditation Commission. Alternate accreditation bodies are the Joint Review Commission on Education in Radiologic Technology (JRCERT).	-Accreditation is expensive for programs to initially obtain and to maintain due to annual fees, meeting standards, and site visit expenses. -Loss of accreditation due to inability to pay fees or to meet required financial standards could <b>jeopardize the ability of students to complete credentialing examinations.</b> - Our clinical agencies feel programmatic accreditation is essential to validate the quality of the program and the obligation BSU has to meet outcome standards. Loss of accreditation might mean <b>clinical agencies would no longer affiliate, therefore the number of students we could accept would decrease.</b>
<b>Extraordinary Program</b>	Medical imaging programs are expensive to administer.	1-Lack of funding would potentially reduce the

<p><b>Costs-</b>  <i>Institutions will propose professional fees for Board approval based on the costs to deliver the program. An institution must provide clear and convincing documentation that the cost of the professional program significantly exceeds the cost to deliver non-professional programs at the institution. 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.</i></p>	<p>1-Accreditation bodies have strict standards for numbers of faculty per student and numbers of students per class/clinical assignment          *JRC-DMS require a full time Program Director and Clinical Coordinator for programs with 8 or more clinical affiliates (BSU has 12 clinical affiliates) *JRCERT requires a full time Program Director and Clinical Coordinator for programs with more than 5 active clinical sites (BSU has 16 clinical sites) *JRCERT requires one clinical instructor to monitor students at each active site</p> <p>2-Equipment required is costly to initially purchase and maintain.          *Simulation laboratories that mimic clinical experiences and prepare students to provide care to real people are intensive due to technology, time and faculty. The electronic/digital equipment is initially expensive (up to \$500,000) and the annual maintenance and calibration expenses are high.</p> <p>3-Low enrollment courses that have small faculty to student ratios are due to limited number of expensive phantoms or equipment and lack of physical space. Laboratory courses are low enrollment with 2-8 students/section. Direct supervision is required from individuals that are skilled, credentialed operators that will provide direct supervision (required by accreditation).</p> <p>4-Lack of appropriate clinical capacity. Many of the programs have limited places a student can obtain the scope of experiences necessary to qualify for the national credentialing examination. Clinical is often low enrollment per site (1-3 students) and controlled by patient volume and/or number of qualified practitioners employed. Radiography needs a 1:1 ratio of qualified practitioner and student.</p> <p>5-There are a variety of expendable supplies and professional requirements such as name tags and radiation monitoring badges.</p>	<p>number of clinical sites that can be used, thus decreasing our ability to accept students into a high demand medical area (between 8-24 students/year).</p> <p>2-Lack of funding will translate to outdated equipment or equipment that does not work appropriately due to calibration issues. The inability to stay current with technology will hinder the student from practicing in a similar environment prior to translating their skills to the patient. BSU has affiliation agreements with our sites that require those placed for clinical practice to have a basis of knowledge and experiences prior to gaining clinical entrance. This will cause some decrease in patient safety and some liability for the institution. This may decrease the number of students able to be accepted.</p> <p>3,4,5-If we are not able to offer these limited enrollment laboratory or clinical activities, or provide credentialed monitors, our student numbers will need to decrease. We could jeopardize our accreditation.</p>
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The proposed fee will be used to pay for required laboratory equipment and supplies, clinical requirements of accreditation, and use of the CHS Simulation Center and Radiologic Sciences Simulation Centers. This will allow the program to meet the accreditation requirements as well as the requirements of current medical imaging employers. Current course fees will be replaced with implementation of a professional program fee of \$400/ semester for students beginning fall 2013.

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Department of Radiologic Sciences			
Revenue	FY 2011-2012	FY 2013-2014 (estimate)	
Annual Revenue Fall	\$10,865	\$28,400	
Annual Revenue Spring	\$7,930	\$24,400	
<b>Total Annual Revenue</b>	<b>\$18,795</b>	<b>\$52,800</b>	
Department Expenditures	FY 2011-2012	FY 2013-2014 (estimate)	Description
E-learning course fee (Sonography students only)	\$280	\$0	RADSCI 462 is on-line. Students charged \$40.00 university e-learning course fee in 2011-12; this would be charged separately from the 2013-14 program fee
Norco and Riverside Simulation Centers	\$840	\$3,360	\$35.00 per student at 24 students - 2011-12 only Norco Simulation charged for 1 semester. 2013-14 we will have 4 times the utilization of Norco simulation centers to meet the educational needs of our programs
Clinical Liability Insurance	\$1,065	\$1,136	2011-2012: \$15.00 per year per student; Increase in 2013-14: \$16.00 per year per student (71 students per year: 48 Radiography, 7 US, 6 MRI, 10 CT)
Clinical Radiation Monitoring (Radiography/CT only)	\$1,740	\$3,180	Price for monitoring increased and the number of students increased from 48 Radiography students to 72 student
Clinical Supplies & Educational Materials	\$2,450	\$1,464	Film markers, Name tags - Using electronic materials for student educational materials instead of hard copies has decreased paper cost to the department
Laboratory Assistants	\$2,100	\$11,814	2011-2012 only 2 Sonography laboratory sections were covered by lab assistants at adjunct rate; 2013-2014 all programs (12 lab sections) will be requiring lab assistants at adjunct rate to better meet accreditation requirements of low student ratios
Radiography Laboratory Expendables	\$10,320	\$7,270	Film, ultrasound gel, processor chemicals, paper; decrease in 2013-2014 costs due decrease in number of hours spent in laboratory due to increased utilization of simulation centers
Radiography Laboratory Equipment Maintenance		\$9,180	Course fees did not include the maintenance costs associated with upkeep of equipment. These costs were deferred for the past several years, but equipment maintenance is now necessary to meet accreditation standards and educational needs. Annual quality assurance equipment calibration costs between \$5,000.00 to \$7,000.00. Diagnostic Radiography and Sonography equipment requires biannual preventative maintenance and updates to meet educational and state regulatory standards. Service fees, which are in addition to calibration costs, run an average of \$150.00 per call with additional hourly service charges.
Radiography Laboratory Equipment Replacement		\$10,590	Course fees did not include the replacement costs associated with new equipment. These costs were deferred for the past several years, but equipment updates are necessary to meet accreditation standards and educational needs. New radiographic and sonographic equipment can cost upwards of \$500,000.00. The program fees will aid to support a collection of monies to provide replacement, and updates for the equipment.
Program Accreditation		\$4,800	The course fees did not include the costs associated with program accreditation. Our programs accredited through the Joint Review Committees on Education in Radiologic Technology (JRCERT) and Diagnostic Medical Sonography (JRC-DMS), and each pays an annual fee of at least \$2,000.00 or more per program to retain accreditation. \$1,000.00 every 2 - 4 years for interim reports and \$5,000.00 to \$10,000.00 every 5 - 8 years for sight visits and reaccreditation.
<b>Total</b>	<b>\$18,795</b>	<b>\$52,794</b>	

Department of Radiologic Sciences										
Current Course Fees FY12				Current Course Fees per Semester						
		Sophomores		Juniors		Seniors				
		Fall	Spring	Fall	Spring	Fall			Spring	
Course Number	Course Title	All Programs				DMS Sonography Program	CT program	MRI program	DMS Sonography program	MRI
RADSCI 105	Int Pt Care Skills lab	\$105								
RADSCI 211	Laboratory Practicum	\$85								
RADSCI 221	Laboratory Practicum		\$155							
RADSCI 234	Intro to Clinical	\$170								
RADSCI 340	Radiologic Quality Assurance				\$120					
RADSCI 445	Clinical Exp in MRI I							\$15		
RADSCI 455	Clinical Exp in CT						\$35			
RADSCI 461L	Abdominal Scan Lab					\$150				
RADSCI 462	Obstetrics/GYN Sono								\$40	
RADSCI 463L	Doppler Procedures Lab								\$150	
RADSCI 467	Clinical Exp in Med Sono I					\$105				
	Total Per Semester	\$360	\$155	\$0	\$120	\$255	\$35	\$15	\$190	\$0
	Typical Number of Students	24	24	24	24	7	10	6	7	6
	Typical Revenue	\$8,640	\$3,720	\$0	\$2,880	\$1,785	\$350	\$90	\$1,330	\$0
	Current Revenue per Year									\$18,795
Proposed Program Fees (FY 14)		Proposed Fees per Semester								
		Sophomores		Juniors		Seniors				
		Fall	Spring	Fall	Spring	Fall	Spring			
	Fee Per Student Per Semester	\$400	\$400	\$400	\$400	\$400	\$400			
	Estimated Number of Students	24	24	24	24	23	13			
	Revenue per Semester	\$9,600	\$9,600	\$9,600	\$9,600	\$9,200	\$5,200			
	Annual Revenue Fall						\$28,400			
	Annual Revenue Spring						\$24,400			
	Prposed FY2014 Revenue						\$52,800			

**BUSINESS AFFAIRS AND HUMAN RESOURCES**  
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**BOISE STATE UNIVERSITY**

**SUBJECT**

KBSU Boise State Public Radio Renovation and Improvements

**REFERENCE**

October 2011                      Board approved request for planning and design of renovation and improvements for the relocation of KBSU to the Yanke Family Research Park

**APPLICABLE STATUTE, RULE, OR POLICY**

Idaho State Board of Education Governing Policies & Procedures, Section V.K.3.

**BACKGROUND/DISCUSSION**

In October 2011, the State Board of Education authorized Boise State University (BSU) to proceed with planning and design for the renovation and improvements required to relocate the production portion of the Boise State Public Radio Station (KBSU) to the Yanke Family Research Park. The design team of Cole Architects was selected using the standard process through the Division of Public Works and have completed the preliminary planning for the project.

The KBSU production and related support space will occupy approximately 8,000 sf. on the second floor of the Yanke Building. The project includes the installation of one on-air studio, two associated control rooms, and other production support spaces. Office space, conference space, storage space, network and technical operation/repair, and maintenance areas will also be constructed. In addition, a new roof-top HVAC unit will be installed with associated distribution systems, roof repairs and the relocation of one roof-mounted satellite. An additional studio/multipurpose room has been requested as an additive alternate and will be constructed if the budget allows.

The total budget for this project is estimated at \$1,115,000, which is less than the \$1.6 million estimate indicated in October 2011 due to a reduction in project scope. Bidding is scheduled to begin in April 2013 with anticipated construction completion in December of 2013.

**IMPACT**

Current cost estimates indicate a construction cost of \$800,000. Contingencies, architectural and engineering fees, testing and other administrative and soft costs bring the estimated total project cost to \$1,115,000. The project will be funded with KBSU donations and service revenues.

This project will be procured through the standard process using the State of Idaho's Division of Public Works and the State of Idaho Department of Administration, Division of Purchasing, as appropriate. Multiple contracts may be

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

**ATTACHMENTS**

Attachment 1 – Project Budget

Page 3

Attachment 2 – Capital Project Tracking Sheet

Page 4

**STAFF COMMENTS AND RECOMMENDATIONS**

BSU received Board approval to proceed with planning and design for this project in October 2011. Pursuant to Board policy V.K.3., BSU is now seeking approval of the project budget and financing plan, and to proceed with construction. Source of funds for the project is 100% institutional funds. Since Boise State Public Radio is an auxiliary enterprise, this space will not be eligible for occupancy costs from the State.

Staff recommends approval.

**BOARD ACTION**

I move to approve the request by Boise State University to proceed with construction of the KBSU Boise State Public Radio Renovation and improvements at the Yanke Family Research Park for a total project cost not to exceed \$1,115,000.

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



Project Number:	DPW12-208
Project Title:	Yanke - Renovation Design for BSPR
Date:	10/19/2012

Category	Budget Phase 1
Architectural Fees	\$ 102,000
Construction Costs	\$ 800,000
Testing, Inspections and Misc.	\$ 3,589
Construction Contingency	\$ 40,000
<b>Subtotal</b>	<b>\$ 945,589</b>

University Costs	\$ 89,411
Project Contingency 10%	\$ 80,000

<b>Total Project</b>	<b>\$ 1,115,000</b>
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1	<b>Institution/Agency:</b>	Boise State University	<b>Project:</b>	KBSU Radio Renovation and Improvements
2	<b>Project Description:</b>	Renovation of existing space in Yanke Family Research Park to provide KBSU radio studio, control rooms, production support, office, conference and other support areas.		
3	<b>Project Use:</b>	KBSU Radio Studio and Production Space		
4	<b>Project Size:</b>	Approx. 8,000 gross square feet		

6		Sources of Funds					Use of Funds			
7						Total		Use of Funds		Total
8		PBF	ISBA	Other *		Sources	Planning	Const	Other	Uses
9	Initial Cost of Project	\$ -	\$ -	\$ 1,115,000	\$ 1,115,000		\$ 102,000	\$ 800,000	\$ 213,000	\$ 1,115,000
10										
11										
12										
13										
14										
15										
16										
17										
18										
19										
20										
21										
22	Total Project Costs	\$ -	\$ -	\$ 1,115,000	\$ 1,115,000		\$ 102,000	\$ 800,000	\$ 213,000	\$ 1,115,000

24											
25						* Other Sources of Funds					
					Institutional	Student			Total	Total	
History of Funding:	PBF		ISBA		Funds	Revenue	Other	Other	Funding		
26	Oct-12	\$	-	\$	-	\$	1,115,000	\$	1,115,000	\$	1,115,000
27								\$	-	\$	-
28											
29											
30	Total	\$	-	\$	-	\$	1,115,000	\$	-	\$	-
		\$	-	\$	-	\$	1,115,000	\$	-	\$	-

**BOISE STATE UNIVERSITY**

**SUBJECT**

Property purchase downtown Boise

**APPLICABLE STATUTE, RULE OR POLICY**

Idaho State Board of Education Governing Policies & Procedures, Section V.I.2.a.

**BACKGROUND/DISCUSSION**

Boise State University's (BSU) Board approved mission statement describes the University as a public metropolitan research University that offers programs and experiences that foster student success, lifelong learning, community engagement, innovation and creativity. To advance this mission and improve the accessibility and civic engagement of the University in our urban environment, the University is seeking to establish a presence in downtown Boise.

The University analyzed and toured several potential locations and selected an optimal location to meet its needs. The site is located at 301 Capitol Boulevard in downtown Boise in the development commonly known as BoDo. The site is a condominium space and consists of approximately 8,852 square feet of ground floor space. The University has received and reviewed a copy of the Condominium Association Declaration and Articles of Incorporation.

The property is for sale with an asking price of \$1.8 million. Through non-binding negotiations the seller has agreed to a sale price of \$1.65 million. The University also negotiated to purchase the existing furniture, fixtures, equipment and tenant improvements (custom cabinetry, custom desks, conference room tables and chairs, audio-visual equipment, kitchen installations, etc.) for an additional \$50,000, for a total price of \$1.7 million, plus the buyer's share of closing costs and associated fees.

This property is located in a prominent location in downtown Boise. The cost is \$186.40 per square foot. The cost for the University to construct similar space on campus (and not in downtown) would be approximately \$200 per square foot.

The University requests authorization to extend an offer to purchase the property and furniture, fixtures, equipment, and existing tenant improvements for a total price not to exceed \$1.7 million plus customary buyer's costs and associated fees. If approved by the Board, final purchase remains contingent upon environmental review and a property appraisal of \$1.65 million or higher.

The funding source for this project will be institutional reserves.

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**IMPACT**

The University will commit \$1.7 million to the project from institutional reserves.

**ATTACHMENTS**

Attachment 1 – BoDo property floor plan

Page 3

**STAFF COMMENTS AND RECOMMENDATIONS**

BSU is requesting Board approval to proceed with the purchase of commercial office space in downtown Boise. The property is prominently located on the southwest corner of Capitol Blvd and Front St. in the BoDo District. BSU is in the process of evaluating several possible University uses and tenants for this space, so this information was not available at the time of agenda publication. BSU did indicate, however, that a preferred use would be for business and industry outreach. Other possible uses could include: relocating the College of Social Sciences and Public Affairs' Center on Main; course offerings for the Bachelor of General Studies degree completion program; and the TechHelp program.

The University will be prepared to provide the Board with more details on its intended use for the property at the Board meeting.

The assessed tax value of the property is \$1,262,500.

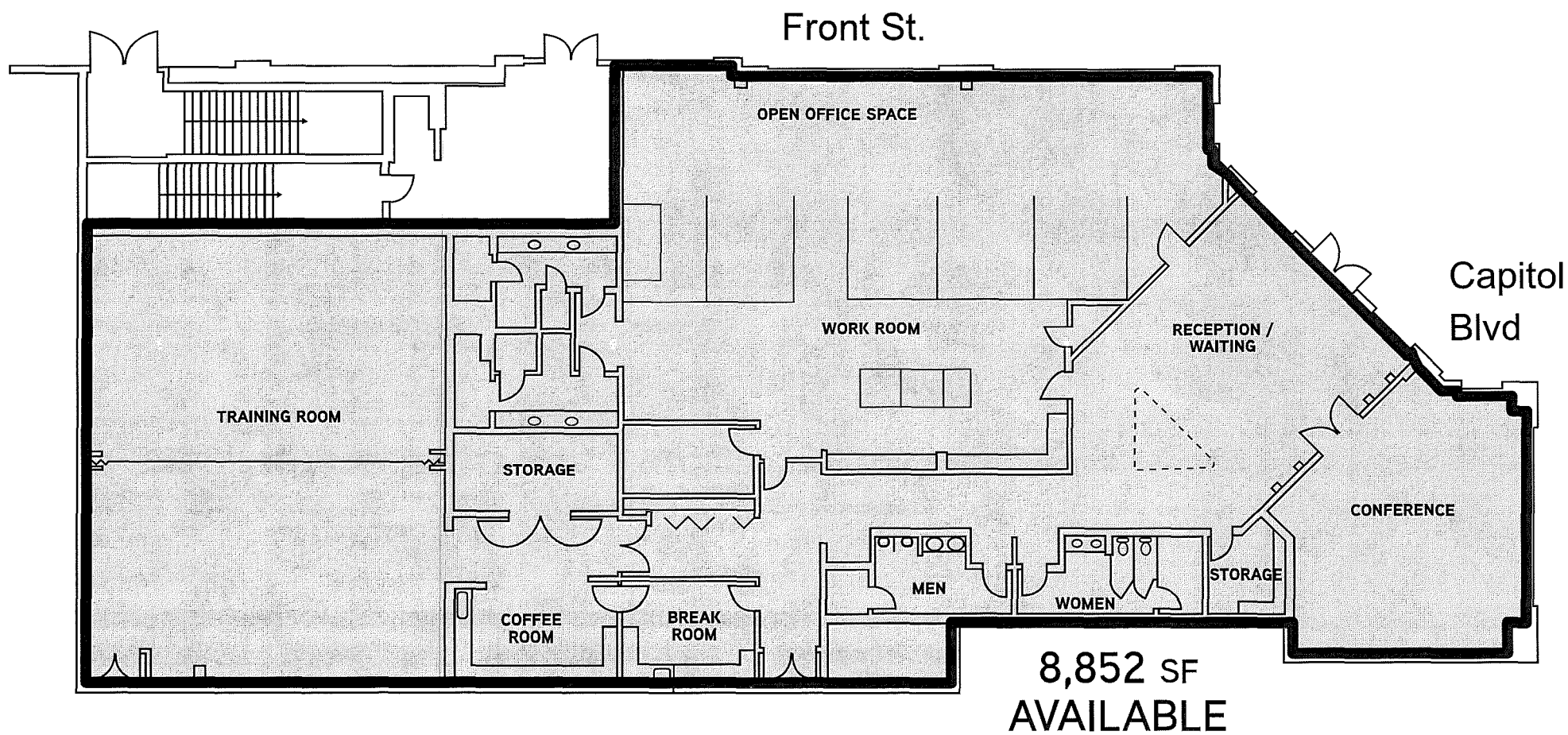
Funds for the purchase would come from reserves designated for capital projects, which were \$3.8M as of June 30, 2012. BSU's ratio of unrestricted funds available to operating expenses stood at 3.5% at prior fiscal year end. The Board's strategic plan has a benchmark of a minimum target reserve of 5% of operating expenditures.

Staff cannot make a recommendation absent information about how BSU would use the property, however, if the Board chooses to approve this transaction it may want to stipulate a purchase price of either the negotiated price or the appraised value, whichever is less.

**BOARD ACTION**

I move to approve the request by Boise State University to purchase parcel R0190720070 located at 301 S. Capitol Blvd, commonly known as Unit 6 of the Agora Condominiums of BoDo, for an amount not to exceed \$1,650,000, plus all required closing costs normally associated with the buyer, and an additional \$50,000 for the purchase of all existing furniture, fixtures, equipment and tenant improvements; and further, to authorize the Vice President for Finance and Administration to execute all necessary transaction documents for closing the purchase.

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



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**BUSINESS AFFAIRS AND HUMAN RESOURCES**  
**DECEMBER 13, 2012**

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**UNIVERSITY OF IDAHO**

**SUBJECT**

Planning and Design authorization, Integrated Research and Innovation Center

**REFERENCE**

June 2005  
April 2012

Board approved initial pre-planning work  
Capital project update

**APPLICABLE STATUTE, RULE, OR POLICY**

Idaho State Board of Education Governing Policies & Procedures, Sections V.K.1 and V.K.3.a.

**BACKGROUND/ DISCUSSION**

The University of Idaho (UI) desires to construct an Integrated Research and Innovation 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 our 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 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. This initial program work and subsequent program iterations have yielded a refined and tested vision of a \$49M project providing 53,000 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 is one of the principal fundraising priorities in the ongoing Capital Campaign entitled "Inspiring Futures."

The University seeks to launch the design process for the project, with intent to engage the A/E firm and necessary consultants to develop full construction documents, ready to advertise. Several factors support acting now: new science and research activity space is required soon to meet expanding University research goals; the University has the funds available now to support the design process; and anticipated highly favorable interest rates at the time of the assumption of debt in support of construction.

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A rough timeline for the anticipated design and construction process, to include future Regents' authorizations, follows:

Dec 2012	Regents authorize planning and design Initiate design process—18 months to complete
Jun 2014	Seek authorization for project budget and financing plan Seek authorization for project construction
Aug 2014	Seek authorization for issuance of construction bonds
Sep 2014	Begin construction—24 months to include building commissioning and move in
Fall 2016	Building operational

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.

The University seeks authorization for \$3.6M in planning and design activities at this time. This will support the pre-construction portion of the A/E & Consultant Fees cited below. The University will support this portion of the project through the use of existing cash reserves, with intent to restore these reserves at the time of the bond sale in 2014. As noted above, the University will return to the Board at a later date for authorization of subsequent phases of the project.

**IMPACT**

The University will utilize \$3.6M from cash reserves to conduct the planning and design phase of the project.

**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 the Construction Phase is eventually authorized, is \$48,938,600.



**BUSINESS AFFAIRS AND HUMAN RESOURCES  
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**ATTACHMENTS**

Attachment 1 – Capital Project Tracking Sheet

Page 4

**STAFF COMMENTS AND RECOMMENDATIONS**

This is a request by the University of Idaho to authorize commencement of planning and design for a new science building. Source of funds for this phase of the project would be institutional reserves.

UI has requested \$5 million from the Permanent Building Fund Advisory Council (PBFAC) for FY 2014 in support of this project. In November 2012 the PBFAC voted to recommend \$2.5 million for the project. This non-binding recommendation has been forwarded to the Governor and the Legislature. The actual amount received, if any, will be determined by legislative appropriation.

Staff recommends approval.

**BOARD ACTION**

I move to approve the request by the University of Idaho to implement the Planning and Design Phase for the Integrated Research & Innovations Center, and to expend up to \$3.6M, using institutional reserves, and also to repay these reserves with bond proceeds at a later date.

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

**Office of the Idaho State Board of Education**  
**Capital Project Tracking Sheet**  
As of 1 November 2012

**History Narrative**

- 1 Institution/Agency:** University of Idaho      **Project:** Integrated Research and Innovation 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 53,000 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*
<b>Initial Cost of Project</b>	\$ -	\$ -	\$ 892,800	\$ 892,800	\$ 892,800	\$ -	\$ -	\$ 892,800
<b>History of Revisions:</b> Report of Actual Preliminary Planning and Programming Expenditures, Mar 12	\$ -	\$ -	\$ 43,627	\$ 43,627	\$ 43,627	\$ -	\$ -	\$ 43,627
Project Design through construction documents			\$ 3,600,000	\$ 3,600,000	\$ 3,600,000			\$ 3,600,000
<b>Total Project Costs</b>	\$ -	\$ -	\$ 4,536,427	\$ 4,536,427	\$ 4,536,427	\$ -	\$ -	\$ 4,536,427

History of Funding:	* Other Sources of Funds-----						
	PBF	ISBA	Institutional Funds (Gifts/Grants)	Student Revenue	Other	Total Other	Total Funding
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
Regents Authorization, Planning and Design, Dec 12			3,600,000			3,600,000	3,600,000
<b>Total</b>	\$ -	\$ -	\$ 3,645,800	\$ -	\$ 892,800	\$ 4,538,600	\$ 4,538,600

\* Initial estimate based on preliminary planning and programming phases authorized previously. Overall project cost estimate will be refined and improved the planning process begins; UI will report back to the Board of Regents for the construction phase and indebtedness.

**BUSINESS AFFAIRS AND HUMAN RESOURCES**  
**DECEMBER 13, 2012**

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**UNIVERSITY OF IDAHO**

**SUBJECT**

Modification of Indenture Agreement with University of Idaho Foundation – Consolidated Investment Trust

**REFERENCE**

July 1959	Creation of the Consolidated Investment Trust (CIT)
December 1974	Regents' authorization for execution indenture agreement (Attachment 1) transferring the CIT to the University of Idaho Foundation.
May 1975	Indenture agreement executed by the University of Idaho Foundation and the Regents of the University of Idaho

**APPLICABLE STATUTE, RULE, OR POLICY**

Idaho State Board of Education Governing Policies & Procedures, Section V.E. Gifts and Affiliated Foundations.

**BACKGROUND/DISCUSSION**

The Consolidated Investment Trust (CIT) was established at the University of Idaho in July 1959 to allow pooling of endowment assets for investment purposes. The CIT began with 25 individual endowments and a combined market value of approximately \$441,000. In 1974 the Regents authorized the University to transfer the CIT to the University of Idaho Foundation in trust under the terms and conditions of an Indenture agreement (Attachment 1). The Foundation has managed the CIT assets transferred through the Indenture Agreement (Indenture Assets) since that time. The Foundation has also grown the CIT to 1,379 endowments and a total portfolio value of \$187,576,172 as of June 30, 2012. (See Attachment 2) As of June 30, 2012, the value of the Indenture Assets transferred to the Foundation under the Indenture Agreement is \$74,859,032.

Because the terms of the 1975 Indenture Agreement transferred the Indenture Assets to the Foundation “in trust”, and because section “THIRD” of the Indenture reserved the right in the Regents to revoke the Indenture or to withdraw the Indenture Assets at any time, generally accepted accounting principles (GAAP) applicable to the financial statements for both the Foundation and the University require that the fair market value of the Indenture Assets appear on both financial statements. This creates a confusing series of duplicative entries in the Foundation financial statements with the value of the Indenture Assets included in the Foundation assets and then subtracted later on as a liability to the University. The University includes the value in its assets even though they have been held and managed by the Foundation since 1975. In addition, both the Foundation and University's income statements must reflect

**BUSINESS AFFAIRS AND HUMAN RESOURCES**  
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the annual change in fair market value of the Indenture Assets, thus potentially compounding the reader's confusion.

The Foundation and the University have reviewed this with their auditors and with officials of the Governmental Accounting Standards Board (GASB) and determined that the need for the confusing accounting treatment discussed above can be alleviated by releasing the Foundation from the duplicate transfer "in trust" and from the terms in section THIRD allowing revocation or withdrawal of the Indenture assets. The University and the Foundation seek approval from the Board to enter into a release for this purpose. (See Attachment 3)

The University has discussed the proposed release with the bond underwriters, and although it is unlikely that the proposed release would impact the University's bond rating, out of an abundance of caution, the proposed release retains one contingency for recalling the Indenture Assets if there is an adverse impact on the University's bond rating that can be remedied by recalling the assets.

**IMPACT**

Execution of the release will remove the restrictions retained under the original Indenture Agreement. The accounting entries that will evidence this will remove the Indenture Assets from the University's financial statements. This will require the University to show a one-time, non-operating transfer as an "Other Expense" in the amount of the value of the Indenture Assets in FY13, along with a corresponding reduction in Net Assets. The Foundation will have "mirror image" accounting entries; showing a one-time "Other Income" amount equal to the value of the Indenture Assets, and a corresponding increase in Net Assets. These are essentially the accounting entries that would have been made in 1975 had the Indenture Agreement not contained the restrictions that are being released.

The change will result in less confusing financial statements for both the University and the Foundation. The Foundation's net assets will accurately reflect the full amount of assets held for the benefit of the University, and the University's net assets will no longer include any assets held by the Foundation.

There is no impact on the operating revenues or expenses of the University, since the Indenture Assets are all restricted and the income earned from the assets will continue to flow to the University in the same fashion as has been the case since the execution of the Indenture Agreement in 1975.

**ATTACHMENTS**

Attachment 1 – Copy of 1975 Indenture Agreement	Page 5
Attachment 2 – Excerpt from Foundation Financial Statement	Page 9
Attachment 3 – Proposed Release	Page 11

**BUSINESS AFFAIRS AND HUMAN RESOURCES  
DECEMBER 13, 2012**

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**STAFF COMMENTS AND RECOMMENDATIONS**

The proposed release referenced above is contingent upon review by the bond rating agencies at the next regularly scheduled bond rating review. If each rating agency determines the release will have "no material adverse impact on the University's credit rating or bond rating," then the release will not be "suspendable for any reason." If however, either rating agency finds the release "will have an adverse impact on the cost of borrowing" and the Regents determine that suspension of the release will "abate or reverse such downgrade," then the release shall be suspended.

Staff recommends approval.

**BOARD ACTION**

I move to approve the request by the University of Idaho to release certain restrictions on assets transferred to the University of Idaho Foundation pursuant to an Indenture Agreement dated May 20, 1975, and to authorize and instruct the Vice President of Finance and Administration and Bursar of the University of Idaho to execute a Release and Waiver of Rights and Restrictions in substantial conformance to the form provided in Attachment 3 of the materials presented to the Board.

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

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INDENTURE

THIS INDENTURE, made in Moscow, Idaho, on May 20, 1975, between the Regents of the University of Idaho, a constitutional corporation organized and existing under and by virtue of the Constitution of the State of Idaho, hereinafter called the Regents, and the University of Idaho Foundation, Inc., an Idaho not-for-profit corporation, having its principal place of business at the University of Idaho, Moscow, Idaho, hereinafter called the Foundation:

WHEREAS, the Foundation exists for the purposes to solicit and receive, by gift, devise or otherwise, monies and property, real and personal, to be managed and used exclusively for the benefit of the University of Idaho, and

WHEREAS, on February 7, 1974, and December 5, 1974, the Regents passed resolutions directing the Bursar of the University of Idaho to offer to the Foundation the responsibility for the investment and administration of the Consolidated Investment Trust and other private monies or properties inuring to the benefit of the University of Idaho by way of gift, and

WHEREAS, The Board of Directors of the Foundation, meeting in Boise, Idaho, on April 11, 1975, voted to accept the Regents' offer as of July 1, 1975.

NOW THEREFORE, IN CONSIDERATION OF THE PREMISES, AND OF THE MUTUAL COVENANTS CONTAINED BELOW, IT IS MUTUALLY AGREED, AS FOLLOWS:

FIRST. The Regents as of July 1, 1975, do convey, transfer, and assign, set over and deliver to the Foundation, in trust, the assets, and related records of the Consolidated Investment Trust Pooled Investment Fund, the Ella L. Olesen Endowment, the George T. Warren Endowment, the Guy Wicks Endowment, the Stillinger Trust Real Estate contracts, the Leora Stillinger Real Estate contract and the Leonard Halland Physics Building Real Estate contract, all to be particularly itemized and set forth in audited financial statements as of July 1, 1975.

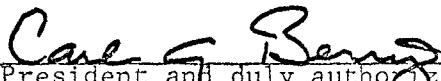
SECOND. The Regents do hereby and by these presents offer to provide whatever support and assistance that the Foundation may wish to receive from the University of Idaho Business Office; PROVIDED HOWEVER THAT the Bursar, who is the Foundation Treasurer, shall continue to be responsible for providing necessary accounting services for the Foundation, custody of the Foundation's assets, and the ministerial functions pertinent to the individual trust accounts, and if either the Foundation or the Regents wish to reassign these functions elsewhere, either party shall first secure the written consent of the other; and further provided that all questions pertaining to the validity and construction of this Indenture shall be determined in accordance with the laws of the State of Idaho.

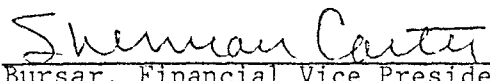
THIRD. The Regents reserve the right to entrust other property to the Foundation, to amend this Indenture in any respect or to revoke it entirely, and to withdraw at any time, or from time to time, any assets transferred to the Foundation, all upon reasonable notice to the Foundation.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hand the date first above written.


UNIVERSITY OF IDAHO FOUNDATION, INC.

THE REGENTS OF THE UNIVERSITY  
OF IDAHO

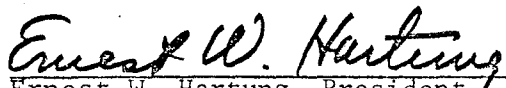
  
Its President and duly authorized  
agent

  
Bursar, Financial Vice President  
and duly authorized agent

Attest:

  
Frank P. McCreary  
Executive Director

Attest:

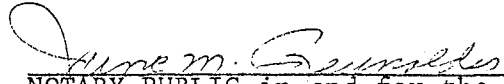
  
Ernest W. Hartung, President  
University of Idaho



STATE OF IDAHO     )  
                          ) ss.  
County of Latah    )

On this 18th day of May, 1975, before me, the undersigned, a Notary Public in and for said State, personally appeared CARL BERRY, known to me to be the President of the University of Idaho Foundation, Inc., the corporation that executed the above and foregoing instrument, and acknowledged to me that such corporation executed the same.

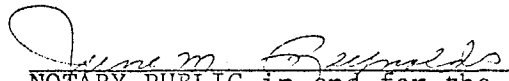
IN WITNESS WHEREOF, I have hereunto set my hand and notarial seal the date last above written.

  
NOTARY PUBLIC in and for the State  
of Idaho, residing at University of  
Idaho, Moscow, Idaho

STATE OF IDAHO     )  
                          ) ss.  
County of Latah    )

On this 18th day of May, 1975, before me, the undersigned, a Notary Public in and for said State, personally appeared FRANK MCCREARY, Executive Director of the University of Idaho Foundation, Inc., the corporation that executed the above and foregoing instrument, and acknowledged to me that such corporation executed the same.

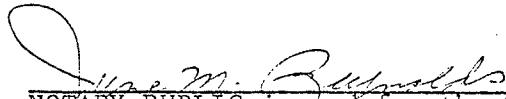
IN WITNESS WHEREOF, I have hereunto set my hand and notarial seal the date last written.

  
NOTARY PUBLIC in and for the State of  
Idaho, residing at Moscow, Idaho

STATE OF IDAHO       )  
                           ) ss.  
 County of Latah     )

On this 20th day of may, 1975, before me, the undersigned, a Notary Public in and for said State, personally appeared SHERMAN CARTER, known to me to be the Bursar, Financial Vice President and Duly Authorized Agent of THE REGENTS OF THE UNIVERSITY OF IDAHO, the corporation that executed the above and foregoing instrument, and acknowledged to me that such corporation executed the same.

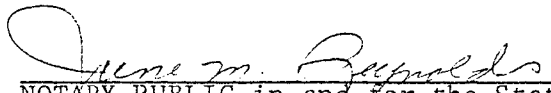
IN WITNESS WHEREOF, I have hereunto set my hand and notarial seal the date last above written.

  
 NOTARY PUBLIC in and for the State  
 of Idaho, residing at Moscow, Idaho

STATE OF IDAHO       )  
                           ) ss.  
 County of Latah     )

On this 10th day of may, 1975, before me, the undersigned, a Notary Public in and for said State, personally appeared ERNEST W. HARTUNG, known to me to be the President of the University of Idaho, the corporation that executed the above and foregoing instrument, and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and notarial seal the date last above written.

  
 NOTARY PUBLIC in and for the State  
 of Idaho, residing at Moscow, Idaho

# University of Idaho Foundation, Inc.

## CONSOLIDATED INVESTMENT TRUST (CIT)

FY12 Highlights - July 1, 2011-June 30, 2012

### CIT Portfolio Market value 6/30/2012

\$187,576,172

### CIT Total Rate of Return for FY12

1 Year: -0.9% | 3 Year: 11.3%

### CIT Earnings Distributed Since

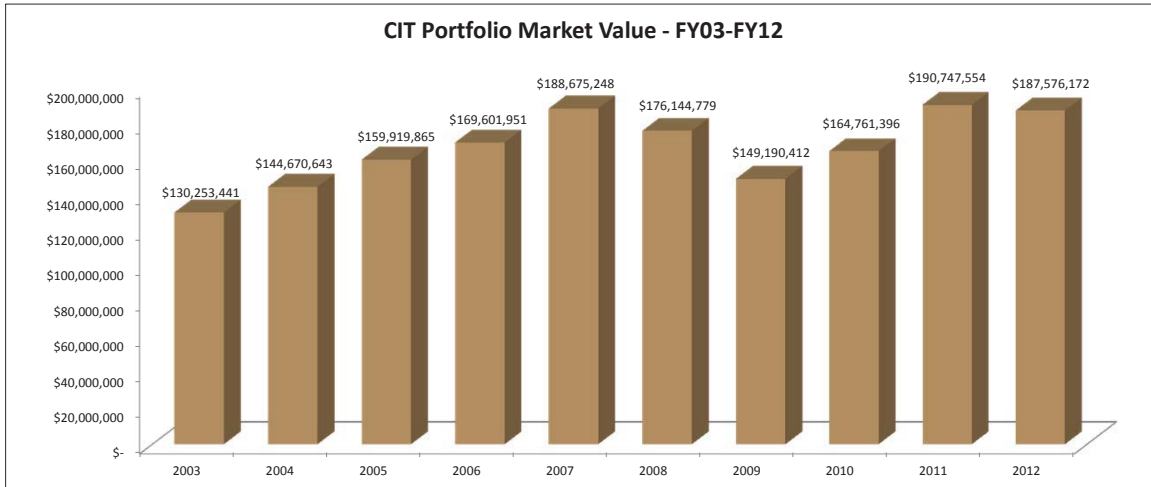
Establishment on 7/1/1959

\$127,732,049

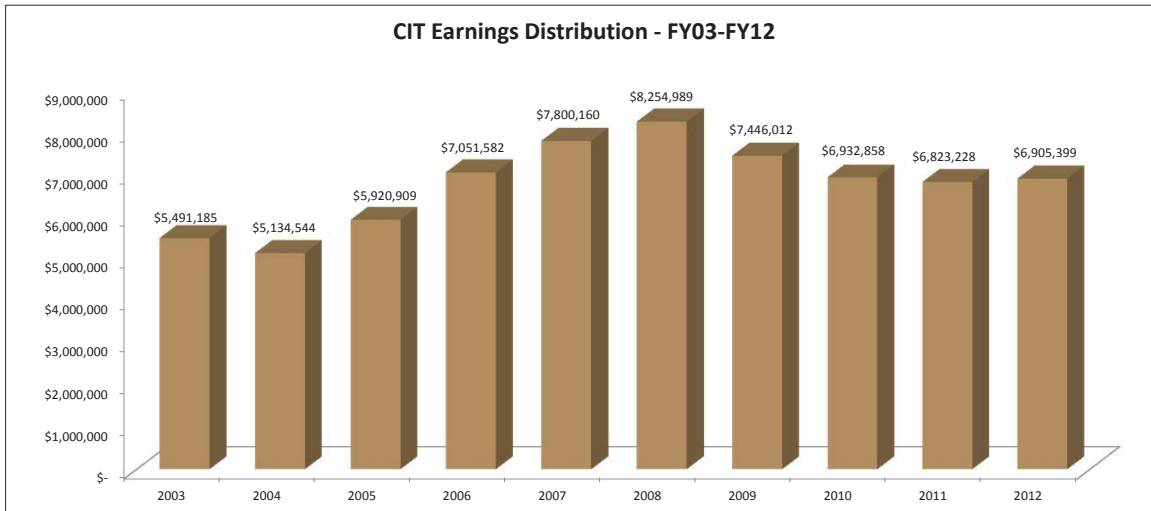
### FY12 CIT Earnings Distributed

Scholarships & Student Loans	\$	4,297,147
Academic Programs & Research		2,339,292
Life Income Beneficiaries		159,391
UI Foundation & Affiliates		109,569
<b>Total</b>	<b>\$</b>	<b>6,905,399</b>

CIT Portfolio Market Value - FY03-FY12



CIT Earnings Distribution - FY03-FY12



The University of Idaho Foundation, Inc., and the Consolidated Investment Trust (CIT) undergo an independent annual audit conducted by EideBailly LLP. The audited statements are available online at [www.uidahofoundation.org](http://www.uidahofoundation.org).

Total Number of CIT Endowments 6/30/2012: 1,379

New Endowments Established During FY12: 37

To make a gift, please visit us online at [www.uidaho.edu/giving](http://www.uidaho.edu/giving)

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## Release and Waiver of Rights and Restrictions

WHEREAS, pursuant to the terms of that certain Indenture dated May 20, 1975 ("Indenture"), by and between the Regents of the University of Idaho ("Regents") and the University of Idaho Foundation, Inc., an Idaho nonprofit corporation ("Foundation"), a copy of which is attached hereto as Exhibit A, the parties agreed to the transfer of certain funds from the Regents to the Foundation, subject to certain restrictions; AND

WHEREAS, the Regents desire to release and waive certain restrictions contained in the Indenture, subject to certain conditions and the Foundation agrees to comply with all applicable terms and conditions (such as endowment or trust terms) encumbering any of the funds transferred to the Foundation under the Indenture;

NOW THEREFORE, IN CONSIDERATION OF THE FOREGOING, THE PARTIES HEREBY AGREE AS FOLLOWS:

The Regents hereby release and waive the restriction contained in paragraph FIRST of the Indenture that the assets conveyed from the Regents to the Foundation be held "in trust," PROVIDED HOWEVER, the Foundation agrees to comply with all terms and conditions encumbering such funds;

The Regents further release and waive the rights of the Regents under paragraph THIRD of the Indenture "to amend this Indenture in any respect or to revoke it entirely, and to withdraw at any time, or from time to time, any assets transferred to the Foundation," PROVIDED HOWEVER, this release and waiver shall be suspended if after the date of the last signature to this Release and Waiver of Rights and Restrictions ("Release") the University of Idaho ("University") receives formal written notice from either of the University's bond rating agencies (Moody's Corporation and/or Standard & Poor's) of a downgrade in the credit rating or bond rating of the University which will have an adverse impact on the cost of borrowing for the University, and if the Regents reasonably determine that a suspension of this Release with respect to some or all of the assets subject to the Indenture will abate or reverse such downgrade. The Regents agree to present this Release to its bond rating agencies as part of the University's next regular bond rating review with each such agency, and if each ratings agency indicates there is no material adverse impact on the University's credit rating or bond rating, then this Release shall no longer be suspended or suspendable for any reason, and the University will so notify the Foundation in writing.

In the event any term of condition of this Release is found by a court of competent jurisdiction to be in violation of law or of the terms or conditions of any contractual provisions

applicable to any funds transferred to the Foundation under the Indenture, then this release shall be deemed void and ineffective to the extent necessary to resolve such violation.

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

University of Idaho Foundation, Inc.

The Regents of the University of Idaho

\_\_\_\_\_  
Jeffrey L. Stoddard, Chairman

\_\_\_\_\_  
By: \_\_\_\_\_

Its: \_\_\_\_\_

Attest:

Attest:

\_\_\_\_\_  
Nancy McDaniel, Executive Director

\_\_\_\_\_  
By: \_\_\_\_\_

Its: \_\_\_\_\_

**INSTRUCTION, RESEARCH, AND STUDENT AFFAIRS**  
**December 13, 2012**

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<b>TAB</b>	<b>DESCRIPTION</b>	<b>ACTION</b>
<b>1</b>	<b>IDAHO STATE UNIVERSITY – PH.D. IN GEOSCIENCES PROPOSAL</b>	Approval Item
<b>2</b>	<b>IDAHO STATE UNIVERSITY – PH.D. IN SOCIAL AND ENVIRONMENTAL DYNAMICS</b>	Approval item
<b>3</b>	<b>BOISE STATE UNIVERSITY – ONLINE MBA PROGRAM</b>	Approval Item
<b>4</b>	<b>BOARD POLICY III.V. STATEWIDE ARTICULATION AND ASSOCIATE DEGREE AND BOARD POLICY III.N. PRIVATE, IN-STATE, OUT-OF-STATE - SECOND READING</b>	Approval Item
<b>5</b>	<b>BOARD POLICY III.AA. IDAHO RURAL PHYSICIAN INCENTIVE PROGRAM - SECOND READING</b>	Approval Item
<b>6</b>	<b>BOARD POLICY III.AB. ACCOUNTABILITY OVERSIGHT COMMITTEE - SECOND READING</b>	Approval Item

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**IDAHO STATE UNIVERSITY**

**SUBJECT**

Approval of Proposal for a new Ph.D. in Geosciences and Memorandum of Agreement for Graduate Education in Geosciences

**APPLICABLE STATUTE, RULE, OR POLICY**

Idaho State Board of Education Governing Policies & Procedures, Section III.G. 4 and 5 and Section III.Z.

**BACKGROUND/DISCUSSION**

Idaho State University (ISU) proposes to create a new Doctor of Philosophy (Ph.D.) in Geosciences to be administered by the Department of Geosciences. This department has increased its research and graduate education profile during the past two decades, and the doctoral program is a logical and necessary step to continue that evolution. The new Ph.D. curriculum will consist of 84 graduate credits, or 54 credits for candidates holding an M.S. degree. Ph.D. students will be recruited from the existing M.S. program, from the local workforce, and across the country thus attracting a more highly qualified workforce to fill natural resource industry jobs in Idaho.

The doctoral program will leverage existing departmental strengths in Idaho's natural resources, water supply, and environmental needs, expanding ongoing projects such as water supply and water quality, semi-arid soil and vegetation recovery after wildfires, assessment of active geologic faults, landscape change and associated topographic analyses, fluvial processes, geothermal and volcanological research, and geospatial modeling and software development. The doctoral program will also enhance the department's proven ability to attract research funding from federal agencies and private industry. For instance, some educational grant programs (e.g., NSF Integrative Graduate Education and Research Traineeship (IGERT)) specifically target training of Ph.D. students. The long-term integration of biological and geological research and instruction makes ISU a strong candidate for an IGERT program, but Geosciences must have a doctoral program for that to be possible.

ISU facilitated discussions with Boise State University (BSU) and the University of Idaho (UI) in an effort to promote collaboration between and among the universities who currently offer a Ph.D. in Geosciences. A draft Memorandum of Agreement was crafted based on those discussions.

**IMPACT**

Ph.D. student stipends and the students' associated research costs (travel, materials & supplies) will be funded externally. These funds will come from primarily federal sources, but also private and to a limited degree, state sources.

**INSTRUCTION, RESEARCH, AND STUDENT AFFAIRS  
DECEMBER 13, 2012**

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Funding is expected to be sustained over the long term, based on the twenty-year record of sustained grant success by existing faculty in ISU Geosciences.

State Appropriation currently pays approximately 95% of the salaries of ISU Geosciences professors and support staff. These professors and staff will direct the Ph.D. program. State appropriations also pay for Geosciences library resources and for the infrastructure (office and laboratory space) that houses the Ph.D. students. All of these state-funded resources are sufficient to support the new Ph.D. program.

The proposed MOA between the Departments of Geoscience at ISU, BSU, and UI outlines how they will work collaboratively to support a common vision and understanding of graduate geoscience education in Idaho and commit to working together to provide statewide access to quality graduate geoscience education. A summary of terms include the following:

- working in concert to develop and maintain geoscience graduate programs that make use of existing disciplinary strengths while minimizing duplication of resources;
- developing geoscience graduate courses to share among institutions;
- developing agreements addressing administrative matters as common curricula are developed, which may include, but will not be limited to, tuition, workload adjustment allocation, transfer credit, and other issues related to enrolled students or collaborative courses among institutions;
- making good faith efforts to secure at their respective institutions graduate faculty status for the graduate geoscience faculty of all three institutions and sharing faculty across the institutions to enhance availability of and access to faculty experts for teaching and research;
- awarding Ph.D. degrees independently through their respective programs while collaborating, as specified in the agreement to avoid duplication and facilitate efficient use of resources; and
- working jointly among respective administrators, staff, and faculty in good faith to address issues that may arise in the implementation of the agreement.

**ATTACHMENTS**

Attachment 1 – Proposal for Ph.D. in Geosciences and external review	Page 5
Attachment 2 – Memorandum of Agreement between ISU, BSU and UI	Page 45
Attachment 3 – Letter of Support from Idaho Department of Commerce	Page 47

**INSTRUCTION, RESEARCH, AND STUDENT AFFAIRS  
DECEMBER 13, 2012**

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**STAFF COMMENTS AND RECOMMENDATIONS**

Idaho State University (ISU) proposes to create a new Doctor of Philosophy (Ph.D.) in Geosciences that will be delivered through three of ISU's Geosciences facilities: ISU Physical Sciences in Pocatello, CAES in Idaho Falls, and Boise Center Aerospace Laboratory in Boise. ISU projects that they have the capacity to enroll approximately 8 students in the doctorate program if approved.

Consistent with Board Policy III.G., ISU's proposed Ph.D. in Geosciences program was reviewed on by an external review panel consisting of Dr. Gina Tempel, University of Nevada, Reno and Dr. Wanda Taylor, University of Nevada, Las Vegas. Reviewers provided positive and supportive reviews to include their recommendation for establishing the Ph.D. program at ISU. When addressing issue of duplication, the team emphasized the "complementary aspect of the ISU program over any competitive aspects" and noted that the addition of new ISU faculty benefits collaboration with BSU and UI. The team also indicated that the expertise of ISU faculty is different in geoscience expertise and focus than faculty at BSU and UI.

The proposal went through the program review process and was presented to the Council on Academic Affairs and Programs (CAAP) on May 3, 2012. CAAP was divided on whether to recommend Board approval given the outstanding concerns expressed by the UI with regard to overlap with existing doctorate geoscience programs. CAAP encouraged ISU to have further discussion regarding potential collaboration. ISU facilitated discussions with the UI and BSU and crafted a Memorandum of Understanding that outlines how they can work collaboratively to support graduate geoscience education in the state. Board staff recommended that the universities encourage their faculty to reach out to the Department of Commerce with the purpose of discussing how institutions can collaborate and partner in what the state is trying to accomplish with the identified industry clusters.

ISU's request to create a new Ph.D. in Geosciences is consistent with their Five-Year Plan for the delivery of academic programs in the Southeast region. Pursuant to III.Z, no institution has the Statewide Program Responsibility for Geosciences. Currently, Boise State University offers a Ph.D. in Geosciences and a Ph.D. in Geophysics in Boise. The University of Idaho offers a Ph.D. in Geology in Moscow and Idaho Falls. The following represents programs in geosciences and geology currently being offered:

Institution	Region	Branch Campus	Location	Program	Degree
NIC	1	NIC Campus	Coeur D'Alene	Geology	AS
UI	2	UI Campus	Moscow	Geol-Structural Geology & Tectonics Opt.	BS
UI	2	UI Campus	Moscow	Geol-Environmental Geology Opt.	BS
UI	2	UI Campus	Moscow	Geol-General Geology Opt.	BS
UI	2	UI Campus	Moscow	Geol-Geological Education Opt.	BS
UI	2	UI Campus	Moscow	Geol-Hydrogeology Opt.	BS
UI	2	UI Campus	Moscow	Geol-Resource Exploration Opt.	BS
UI	2	UI Campus	Moscow	Geology	MS

**INSTRUCTION, RESEARCH, AND STUDENT AFFAIRS  
DECEMBER 13, 2012**

Institution	Region	Branch Campus	Location	Program	Degree
UI	2	UI Campus	Moscow	Geology	PhD
CWI	3	Caldwell, Nampa	Caldwell, Nampa	Geology	AS
ISU	3	ISU-Meridian Ctr	Meridian	Geophysics/Hydrology	MS
BSU	3	BSU Campus	Boise	Geology	MS
BSU	3	BSU Campus	Boise	Geophysics	BS, MS, Ph.D.
BSU	3	BSU Campus	Boise	Geosciences	BS, Ph.D.
BSU	3	BSU Campus	Boise	Geosciences Joint/ISU	MS
CSI	4	CSI Campus	Twin Falls	Geology	AS
ISU	5	ISU Campus	Pocatello	Geology	MNS, AS, BA, BS, MS
ISU	5	ISU Campus	Pocatello	Geological Sciences	MS
ISU	5	ISU Campus	Pocatello	Geophysics/Hydrology	MS
ISU	6	University Place	Idaho Falls	Geology	AS
UI	6	University Place	Idaho Falls	Geology	PhD

Board staff and CAAP recommend approval as presented.

**BOARD ACTION**

I move to approve the request by Idaho State University to offer a new Ph.D., in Geosciences.

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

I move to approve the Memorandum of Understanding between Idaho State University, Boise State University, and the University of Idaho as presented, in substantial conformance to the form submitted as attachment 2 with the effective date of the Memorandum of Understanding changed to December 13, 2012.

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

Institution Tracking No. 2009-01

# IDAHO STATE BOARD OF EDUCATION

## ACADEMIC/PROFESSIONAL-TECHNICAL EDUCATION

### FULL PROPOSAL

Submitted by:

Idaho State UniversityInstitution Submitting ProposalCollege of Science and EngineeringName of College, School, or DivisionDepartment of GeosciencesName of Department(s) or Area(s)

A New, Expanded, or Off-Campus Instructional Program Leading to:

PhD in Geosciences 40.06Degree/Certificate & 2010 CIPProgram Change, Off-Campus ComponentFall 2013/psProposed Starting Date

This proposal has been reviewed and approved by:

G. B. Inman 3/7/12  
College Dean (Institution) Date

James A. Hatcher 3/26/12  
Chief Fiscal Officer (Institution) Date

Barbara Adams 3/20/12  
Chief Academic Officer (Institution) Date

William R. Adams 3/27/12  
President Date

W. R. Hill 3/29/12  
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**. For example, is this a request for a new on-campus program? Is this request for the expansion or extension of an existing program, or a new cooperative effort with another institution or business/industry or a contracted program costing greater than \$250,000 per year? Is this program to be delivered off-campus or at a new branch campus? Attach any formal agreements established for cooperative efforts, including those with contracting party(ies). Is this request a substantive change as defined by the NWASC criteria?*

This proposal is for a new Doctor of Philosophy (PhD) degree program to be administered by the Department of Geosciences, which is an academic unit within the College of Science and Engineering at Idaho State University. This degree program has been included in the Idaho State Board of Education's Eight Year plan, with an implementation date of 2010-2011. This is a new program, not an expansion or extension of an existing program. The program will be delivered and the degree awarded by ISU-Pocatello at the three ISU Geosciences facilities: ISU Physical Sciences (Pocatello), CAES (Idaho Falls), and BCAL (Boise). With appropriate SBOE approvals, it would be possible to start this program in Fall semester of 2012, as all program components are already in place within the Department of Geosciences.

With 10 faculty, 40 graduate students, a robust curriculum and research funding already in place, the Department of Geosciences is ready to offer a PhD in Geosciences. The addition of a PhD in Geosciences is necessary for faculty retention, to conduct research of increased depth and scope, and to attract additional students. The addition of a PhD program will attract additional students from within and beyond Idaho and allow us to pursue external funding sources that heretofore have been closed to us. We plan to leverage our existing federal funding for PhD students (in the Engineering and Applied Sciences Program), strong track record in grant awards, and several newly awarded federal, state, and private grants to support the PhD in Geosciences, thereby requesting no additional support for the program.

2. ***Quality** – this section must clearly describe how this institution will ensure a high quality program. It is significant that the accrediting agencies and learned societies which would be concerned with the particular program herein proposed be named. Provide the basic criteria for accreditation and how your program has been developed in accordance with these criteria. Attach a copy of the current accreditation standards published by the accrediting agency.*

National or international accreditation programs do not exist for Geosciences. There are several national/international geoscience societies (Geological Society of America, American Geophysical Union, American Institute of Professional Geologists) but they do not provide guidelines for university curricula. Nevertheless, Geoscience departments in America have adopted a fairly standard sequence of courses and minimum requirements for each degree program. We have used these standards to devise the PhD curriculum described in section A (below) and Attachment 2.

An external peer-review of this proposed degree program was conducted by Dr. Gina Temple of University Nevada, Reno and Dr. Wanda Taylor of University Nevada, Las Vegas. Their report, which addresses initial program quality, is provided as Attachment 1.

After implementing this program, quality will be ensured through internal review, the university outcomes assessment process, student evaluations, and external review where feasible. As is standard within the field, the committee of faculty members specific to each student will be responsible for maintaining the standard of excellence and rigor typical of doctorate degrees. Internal review will consist of ongoing evaluation of program strengths and weaknesses and instituting modifications where needed. The outcomes assessment program will be conducted by the Department of Geosciences, with guidance from the ISU Office of Institutional Research and Office of Academic Affairs, and will consist of the usual course evaluations as well as exit interviews, student surveys, alumni surveys, and employer surveys. Student productivity will be measured by counting their peer-reviewed publications, grant awards, and courses taught or assisted. Using the assessment results and data concerning trends in the Geosciences, the program will be reviewed every three years and modifications introduced as needed. If significant issues arise, an external reviewer will be invited to provide expert advice.

- 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.*

Attachment 2 provides a complete description of the curriculum as it would appear in the ISU Graduate Catalog. For entering students with an appropriate MS degree (geosciences or closely related field), the new PhD curriculum will consist of 54 credits including a maximum of 22 credits of graduate level coursework relevant to the research focus and a minimum of 32 credits of dissertation (Geol 8850). Two to four of the graduate credits will be a recurring graduate seminar. Students not possessing an M.S. degree must earn an additional 30 graduate credits (for a total of 84 credits



applied to the PhD degree). Of these 30 credits, at least 17 credits must be at the 600 level in Geosciences while 13 credits (including up to 8 from a related discipline) can be at the 500 or 600 level.

The 54 credit requirement parallels that of the existing ISU Engineering and Applied Science doctoral program. A typical PhD student who possesses a MS degree would enroll in 9 credits per semester as full time graduate students and complete their degree in 3 years.

Since this degree is research-intensive and requires a maximum of 22 classroom credits, existing graduate courses offered by ISU Geosciences are more than sufficient to support the PhD program. These courses are listed and described in Attachment 2.

- 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.*

No new faculty are required for the implementation of this program. Note we have added 2 new faculty positions to our department in FY12. These positions have a strong focus on PhD level research. Attachment 3 provides a list of current faculty, their research areas, and peer-reviewed publications during the past decade. Affiliate Faculty are also listed. Departmental faculty have generated ~350 publications since 2000, an average production rate of 2.5 peer-reviewed publications per faculty member per year. This is a significant measure of the quality of faculty available to supervise PhD students and their associated research projects.

The FTE percentage associated with this degree is not listed for each faculty member, since this will fluctuate according to other job demands as well as variations in the availability of external funding and qualified students. However, we expect that on average, 10-20% of a FTE per faculty member will be contributed to the PhD program. We also expect our graduate program director to contribute 10% of his/her time to the PhD program.

- c. Student – briefly describe the students who would be matriculating into this program.*

The typical matriculating student will possess a MS degree in geosciences or closely related field. Highly motivated BS students will also be considered. Our MS programs (Geology and Geographic Information Science) currently attract 15-20 students from across the country each year and we anticipate the PhD program will similarly draw from other states. In addition, we expect some of our best MS students to continue in the PhD program. Finally, we expect to attract students employed by nearby industries, notably the Idaho National Laboratory. They have provided a continuous flow of graduate students during the past 20+ years, including a number of PhD students who pursued a Geoscience emphasis in ISU's Engineering and Applied Science PhD program.

- d. Infrastructure support – clearly document the staff support, teaching assistance, graduate students, library, equipment and instruments employed to ensure program success.*

No new infrastructure is requested to institute the PhD program. Existing infrastructure includes:

Staff: 1 FTE Financial Technician, 1 FTE Office Specialist 2, 0.5 FTE work-study office assistant, 1.5 FTE IT technicians. Teaching assistance: 2.5 FTE Geoscience instructors (funding provided annually by College).

Graduate students: ~6 resident PhD (Engineering & Applied Science) and ~35 resident MS (GIS, Geology) students.

Teaching Assistantships: 5 permanent and ~2 temporary state-appropriated TAs. Traditionally reserved for MS students.

Research Assistantships: ~30 RAs funded by external grants and contracts.

Library: Traditional State University library. Provides online or hard-copy access to ~260 Geoscience journals and serves as government repository for US Geological Survey. Provides Interlibrary loan and Web of Science services.

Facilities (All have been constructed or renovated in the past 12 years):

Pocatello campus: ~25,000 ft<sup>2</sup> of space for offices, classrooms, teaching labs, research labs, and storage. Shared use of large lecture hall (250 seats) and GIS Training & Research Center.

Idaho Falls campus: ~600 ft<sup>2</sup> of space for offices in Center for Advanced Energy Studies (CAES). Shared use of all research labs and conference rooms in CAES. Shared use of 40-seat classroom in Center for Higher Education.

Boise campus: ~2000 ft<sup>2</sup> of space for offices and classroom/research lab in Boise Center Aerospace Laboratory (BCAL).

Lost River Field Station (20 miles north of Mackay, ID): 5 acre lot with field station comprising kitchen, large workspace, computer lab, and bathrooms. Full utilities.

Laboratories and Equipment: Departmental labs and equipment are listed in Attachment 4.



*e. Future plans – discuss future plans for the expansion or off-campus delivery of the proposed program.*

We have no plans to expand the program beyond what is proposed in this NOI. The PhD program as proposed will have students dominantly residing on the Pocatello campus, where 8 of 10 full-time Geoscience faculty reside. Other PhD students may be advised in Boise or Idaho Falls by the individual faculty who work in those locations. Our program already makes extensive use of distance learning (DL) and web-conferencing technology to transmit classes, seminars, graduate student meetings, and conference calls to all three locations, fostering strong collaboration within the department. In addition, we already use a variety of technologies to communicate regularly with Geoscience faculty at BSU and UI, and we plan to continue this collaboration.

3. **Duplication** – *if this program is unique to the state system of higher education, a statement to that fact is needed. However, if the program is a duplication of an existing program in the system, documentation supporting the initiation of such a program must be clearly stated along with evidence of the reason(s) for the necessary duplication.*

*Describe the extent to which similar programs are offered in Idaho, the Pacific Northwest and states bordering Idaho. How similar or dissimilar are these programs to the program herein proposed?*

The proposed degree, though similar in title to degrees at BSU and UI, will be unique to the state because the PhD research will reflect the unique specialties of the ISU Geoscience faculty. Pertinent examples of unique ISU research include:

- (1) remote sensing analysis of landscape change including landslides and post-wildfire erosion;
- (2) development of open-source GIS software and its use for watershed modeling;
- (3) provenance study of sedimentary rocks using detrital zircons;
- (4) volcanology of the eastern Snake River Plain as an analogue for the exploration of Mars.

In addition to these examples of individual specialties, ISU Geoscience faculty collaborate extensively to form integrated multidisciplinary research teams that are unique to Idaho. They study such topics as:

- (5) fault and volcanic hazards of eastern Idaho
- (6) stratigraphic architecture of the eastern Snake River Plain aquifer.

Boise State University offers a PhD in Geosciences and a PhD in Geophysics, both in Boise. University of Idaho offers a PhD in Geology in Moscow (see table below). All states that border Idaho similarly contain major universities that offer doctoral programs in Geoscience disciplines. All other colleges and institutes in Idaho (e.g. CSI, CWI, LCSC, NIC) offer AS degrees in Geology.

The value, need, and uniqueness of these studies in Idaho are recognized by our peer departments at BSU and UI. We have strong research collaborations with BSU Department of Geosciences and several programs housed at UI, including Center for Ecohydraulics, Idaho Water Resources Research Institute, Idaho EPSCoR, and Idaho Space Grant Consortium. We also have faculty who work closely with UI and BSU at the Center for Advanced Energy Studies (CAES).

Further evidence that the proposed degree does not duplicate an existing program is provided by the geographic location of most research projects. The ISU Geosciences program is strongly field-oriented with most projects focused on the geology, landscape, and water resources of the southeastern third of Idaho (south of the Salmon River and east of Mountain Home, Ketchum, and Stanley). While a few projects directed by BSU and UI professors also take place in this region, most of the academic geoscience studies are completed by ISU researchers. Adding this PhD program will yield a sharp increase in knowledge of geologic resources and hazards in the State that would not happen otherwise.



*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	8 Geosciences 9 Geophysics	6 Geosciences 7 Geophysics	4 Geosciences 8 Geophysics	1 Geosciences (Program began in Fall 2007); 0 Geophysics	0 Geosciences (Program began in Fall 2007); 1 Geophysics	0 Geosciences (Program began in Fall 2007); 2 Geophysics
CSI	NA	NA	NA	NA	NA	NA
CWI	NA	NA	NA	NA	NA	NA
EITC	NA	NA	NA	NA	NA	NA
ISU	Estimate if program in existence 6	Estimate if program in existence 8	Estimate if program in existence 10	Estimate if program in existence 6	Estimate if program in existence 8	Estimate if program in existence 10
LCSC	NA	NA	NA	NA	NA	NA
NIC	NA	NA	NA	NA	NA	NA
UI	9	9	9	2	1	2

4. **Centrality** – documentation ensuring that program is consistent with the Board’s policy on role and mission is required. In addition, describe how the proposed program relates to the Board’s current Statewide Plan for Higher Education as well as the institution’s long-range plan.

The PhD in Geosciences will support ISU’s mission, guided by the SBOE-assigned mission. From the SBOE and ISU’s Roadmap for Success Summary 2008-2012, ISU’s mission is described - “As a regional public **Doctoral/Research University**, ISU meets the needs of a diverse population with certificate, associate, baccalaureate, master’s and **doctoral degree offerings**....ISU is the state’s lead institution for education in the health professions and **related biological and physical sciences**....ISU is committed to maintaining strong arts and **sciences programs as independent, multifaceted fields of inquiry and as the basis of other academic disciplines**....”

GIS and remote sensing are two of several research foci in the Department of Geosciences. These fields are directly applicable to the health sciences (e.g., GIS analysis of infectious disease; medical imaging). While the Geosciences PhD program has not directly focused research efforts in the health sciences, expertise and collaboration with health sciences faculty could provide future opportunities for ISU, as the SBOE designated “state lead institution for education in the health professions.”

This proposal aligns with several portions of ISU’s strategic plan (<http://www.isu.edu/acadaff/strategicplan/index.shtml>):

Goal 1. *Achieve academic excellence in undergraduate, graduate, professional, and technical education.* This proposal will enhance ISU’s academic excellence in graduate education, and will enhance undergraduate education through faculty retention, improved facilities, and undergraduate research opportunities associated with doctoral research.

Goal 2. *Increase the University’s research profile to strengthen our institutional curricula and ability to meet societal needs through the creation of new knowledge.* A Geoscience doctoral program will enhance the university’s research profile through enhanced funding opportunities, increased potential for higher level research, and more widely recognized alumni in academic, government, and industrial positions.

Goal 4. *Prepare students to function in a global society.* The Geosciences doctoral program will increase opportunities for international research collaboration, with faculty and students working internationally and attracting international researchers to ISU.



Goal 5. *Focus institutional instructional and research expertise on community and societal needs throughout the state, region, nation, and world.* Because of direct linkages to natural resource use and improvement, Geosciences instruction and research naturally focuses on community and societal needs at all levels.

5. **Demand** – address student, regional and statewide needs.

- a. *Summarize the needs assessment that was conducted to justify the proposal. The needs assessment should address the following: statement of the problem/concern; the assessment team/the assessment plan (goals, strategies, timelines); planning data collection; implementing data collection; dissemination of assessment results; program design and on-going assessment. (See Board policy III.X., Outcomes Assessment.)*

**Workforce needs (national, state):** Students who obtain their PhD in Geosciences are employed by universities, petroleum companies, large environmental firms, mining companies, and government and private research facilities. Universities and national laboratories are the largest potential employers. Oil and precious metal prices are currently at all-time highs, leading these industries to expand their operations and seek additional resources through the employment of geoscientists. According to the article “In the Geosciences, Business is Booming” in *Science* (August, 2008) the number of jobs available in the petroleum, mining and environmental consulting industries will grow by 22% from 2006 to 2016, compared to a projected 10% increase for all other occupations (US Bureau of Labor Statistics).

According to statistics provided by the State of Idaho, Idaho Department of Labor, Labor Market Information, our PhD in Geosciences will serve an extremely high-demand need for the Idaho workforce. In fact, long-term projections (<http://lmi.idaho.gov/Occupations/LongTermProjections/tabid/815/Default.aspx>) indicate that Postsecondary Teachers (SOC Code 25-1199) are listed 3<sup>rd</sup> in the Top (100) Hottest Jobs Statewide for 2008-2018. Growth projections for 2006-2016 indicate a 32.25% projected increase for Postsecondary Teachers, 21.839% projected increase for Geoscientists, and 14.41% for Hydrologists. Furthermore, industry projections for 2006-2016 indicate that Colleges and Universities will increase occupations by 17.4% and the Federal Government will increase occupations 14.6%. The latter, along with private industry are also likely employers for our graduating PhD students.

Short-term employment projections for 2009-2011 demonstrate similar trends (<http://lmi.idaho.gov/20092011ShortTermProjections/tabid/2429/Default.aspx>). There is annualized growth of 15.47% in Petroleum and Coal Products Manufacturing (324000); 2.17% growth in Professional, Scientific and Technical Services (541000), 1.08% decline in Educational Services (all ownership) (611000), 5.01% growth in Mining (212000), and 0.37% growth in Federal Government (910000). Also during this time period, Professional, Scientific and Technical Services and Educational Services are the top five largest employment industries in Idaho. Professional, Scientific and Technical Services, Mining, and Federal Government are all in the top 10 Hottest Industries and Highest Demand Industries.

**Revenue Generation (state, university):** State-appropriated funding of ISU has diminished by 25% in the past 3 years. To help attract funding from beyond Idaho, the ISU administration strongly supports enhanced research productivity. Every department and college is encouraged to move forward, but this is easiest for those units that already have a research-based infrastructure and culture. As the Department of Geosciences is currently one of the top five research departments on campus, in terms of annual external funding (~\$1M new funding annually from federal sources), it has great potential for increased productivity through departmental growth. The addition of a PhD in Geosciences is the only major programmatic change that is needed; with that in place, the department can compete for external federal funding of larger, more comprehensive projects that require participation by PhD students. For example, some grant programs (e.g., NSF Integrative Graduate Education and Research Traineeship (IGERT)) specifically target training of PhD students. The long term integration of biological and geological research and instruction makes ISU a strong candidate for an IGERT program, but Geosciences must have a doctoral program to be competitive.

**Scientific capacity (state, region):** Through the past two decades the Department of Geosciences has built its research and graduate education profile considerably, and establishment of the doctoral program is a logical and necessary step to continue that evolution. We have demonstrated an ability to attract top researchers who have built Idaho's broader research profile and benefitted Geoscience programs *throughout* the state. For example new ISU Geosciences faculty in the last decade have built capabilities in the areas of geotechnologies (remote sensing, GIS software development), Earth surface processes, and paleontology—specializations not directly duplicated at other institutions. Students at BSU and UI have benefitted from coursework and advising from these faculty members. Each of the four faculty members hired in these capability areas has received multiple competitive research grants, with grant funding totaling several million dollars.

In addition, as the university focuses on developing more research collaborations with outside agencies, the Department of Geosciences can leverage existing relationships for this mission and for PhD-related research. For example, most members



in the department have existing (or have had) research collaborations with major institutions such as the Idaho National Laboratory (INL, see attached letter of support) and its contractors (e.g. Stoller Environmental), US Geological Survey (USGS) and Environmental Protection Agency (EPA) and their contractors (e.g. private industry such as AquaTerra). In addition, the Department of Geosciences has been a strong participant in the Inland Northwest Research Alliance (INRA) and Center for Advanced Energy Studies (CAES), both ongoing initiatives with INL and other institutions in the Intermountain West.

**Faculty Retention (university):** While our recent success has clearly benefitted ISU and the state of Idaho, the absence of a doctoral program in Geosciences has become a faculty retention issue. We have been able, in part, to attract top faculty with the expectation that they will eventually have a doctoral program with which to work. At least one faculty member has considered leaving ISU if the doctoral program is not established, and that would mean a loss of invaluable expertise, unique instructional capabilities, and hundreds of thousands of dollars per year in research funding.

- 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.*

*Differentiate between the projected enrollment of new students and those expected to shift from other program(s) within the institution.*

According to the American Geological Institute (AGI), American universities award ~2,600 Bachelor's, ~1,100 Master's, and ~600 Doctorate degrees annually in the Geosciences. About half of these doctoral students consistently enroll in a few (~25) select institutions, leaving the other half (~300 students) as potential customers for the proposed PhD degree. Currently, about 5-10 potential PhD students contact the department every year to request information about PhD programs, and we know a much larger number of potential students do not contact us because they learn through Web browsing that we do not offer a PhD in Geosciences.

Our department hosts 4 active students who are advised by Geoscience faculty while pursuing a PhD in "Engineering and Applied Sciences". This collaborative degree program provides a rare opportunity for our Geoscience students to conduct PhD-level research. Their enrollment at ISU is a strong indication of the demand for PhD-level education in our department, a demand that will increase if the doctorate degree is titled "Geosciences". In the short term, a couple of these students would shift from EAS to Geosciences, but in the long term we anticipate our PhD students will participate in both PhD programs.

Another indication of student demand for a PhD is the number of ISU MS Geology alumni who complete a PhD at other universities. Of the ~100 students who completed a MS Geology degree at ISU during the past twenty years, ~20 students have subsequently obtained a PhD. These are students who potentially would remain at ISU if we offered a Geosciences PhD. We also polled our ~35 current MS students to see how many would consider staying at ISU to complete a PhD. About 30% (10) said they would be interested.

- 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.*

N/A – This is a new program, not an expansion or extension of an existing program. The program will be delivered and the degree awarded by ISU-Pocatello at the three ISU Geosciences facilities: ISU Physical Sciences (Pocatello), CAES (Idaho Falls), and BCAL (Boise).

#### 6. **Resources – fiscal impact and budget**

*On this form, indicate the planned FTE enrollment, estimated expenditures, and projected revenues for the first three fiscal years (FY) of the program. Include both the reallocation of existing resources and anticipated or requested new resources. Second and third year estimates should be in constant dollars. Amounts should reflect explanations of subsequent pages. If the program is a contract related, explain the fiscal sources and the year-to-year commitment from the contracting agency(ies) or party(ies).*

I. PLANNED STUDENT ENROLLMENT

	FY <u>13</u>		FY <u>14</u>		FY <u>15</u>	
	FTE	Headcount	FTE	Headcount	FTE	Headcount
A. New enrollments	<u>6</u>	<u>6</u>	<u>8</u>	<u>8</u>	<u>10</u>	<u>10</u>
B. Shifting enrollments	<u>2</u>	<u>2</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>

## II. EXPENDITURES

	FY <u>13</u>		FY <u>14</u>		FY <u>15</u>	
	FTE	Cost	FTE	Cost	FTE	Cost
A. Personnel Costs						
1. Faculty						
2. Administrators						
3. Adjunct faculty						
4. Graduate/instructional assistants						
5. Research personnel						
6. Support personnel						
7. Fringe benefits						
8. Other: PhD research assistant	6	\$168,000	8	\$232,000	10	\$300,000
<b>Total FTE Personnel And Costs;</b>	<b>6</b>	<b>\$168,000</b>	<b>8</b>	<b>\$232,000</b>	<b>10</b>	<b>\$300,000</b>
	FY <u>13</u>		FY <u>14</u>		FY <u>15</u>	
B. Operating expenditures						
1. Travel	\$6,000		\$8,000		\$10,000	
2. Professional services						
3. Other services						
4. Communications						
5. Utilities						
6. Materials & supplies	\$3,000		\$4,000		\$5,000	
7. Rentals						
8. Repairs & maintenance						
9. Materials & goods for manufacture & resale						
10. Miscellaneous						
<b>Total Operating Expenditures:</b>	<b>\$9,000</b>		<b>\$12,000</b>		<b>\$15,000</b>	

	FY <u>13</u>	FY <u>14</u>	FY <u>15</u>
C. Capital Outlay			
1. Library resources	_____	_____	_____
2. Equipment	_____	_____	_____
Total Capital Outlay:	_____	_____	_____
D. Physical facilities			
Construction or major			
Renovation	_____	_____	_____
E. Indirect costs (overhead)	_____	_____	_____
<b>GRAND TOTAL</b>			
<b>EXPENDITURES:</b>	<u>\$177,000</u>	<u>\$244,000</u>	<u>\$315,000</u>

## III. REVENUES

	FY <u>13</u>	FY <u>14</u>	FY <u>15</u>
A. Source of funds			
1. Appropriated funds --			
Reallocation – MCO	_____	_____	_____
2. Appropriated funds --			
New – MCO	_____	_____	_____
3. Federal funds	<u>\$177,000</u>	<u>\$244,000</u>	<u>\$315,000</u>
4. Other grants	_____	_____	_____
5. Fees	_____	_____	_____
6. Other: _____	_____	_____	_____
<b>GRAND TOTAL</b>			
<b>REVENUES:</b>	<u>\$177,000</u>	<u>\$244,000</u>	<u>\$315,000</u>

	FY <u>13</u>	FY <u>14</u>	FY <u>15</u>
B. Nature of Funds			
1. Recurring*	_____	_____	_____
2. Non-recurring**	<u>\$177,000</u>	<u>\$244,000</u>	<u>\$315,000</u>
<b>GRAND TOTAL</b>			
<b>REVENUES:</b>	<u>\$177,000</u>	<u>\$244,000</u>	<u>\$315,000</u>

\* 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.

Name, Position, Rank	Annual Salary Rate	FTE Assignment to this Program	Program Salary Dollars	Projected Student Credit Hours	FTE Students
FY13: PhD Graduate Student Research Assistant	\$28,000 (includes tuition)	6	N/A	N/A	6
FY14: PhD Graduate Student Research Assistant	\$29,000 (includes tuition)	8	N/A	N/A	8
FY15: PhD Graduate Student Research Assistant	\$30,000 (includes tuition)	10	N/A	N/A	10

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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**None requested.**

c. Operating Expenditures (travel, professional services, etc.) Briefly explain the need and cost for operating expenditures.

**Operating expenditures for the graduate research assistants are expected to include travel to present annually at conferences and materials and supplies (e.g. printing, data storage) for their PhD research.**

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.
- (b) Indicate the costs for the proposed program including personnel, space, equipment, monographs, journals, and materials required for the program.
- (c) For off-campus programs, clearly indicate how the library resources are to be provided.

**None requested.**

(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.

**None requested.**

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?
- (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.
- (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?

The PhD graduate research student stipends and the students' associated research costs (travel, materials & supplies) will be funded externally. These funds will come from primarily federal sources, but also private and to a limited degree, state sources. Examples of federal sources are, but not limited to, Department of Energy (DOE), National Science Foundation (NSF), US Geological Survey (USGS), Department of Defense (DOD), Environmental Protection Agency (EPA), National Oceanic and Atmospheric Administration (NOAA), US Department of Agriculture (USDA), and National Aeronautics and Space Administration (NASA). Funding is expected to be sustained over the long term based on:

- Geosciences' long-term track record of garnering external funds (e.g. 300% increase in external funding in the past 8 to 10 years, primarily from federal sources but also from private sources, with private sources increasing in the past few years).
- As of Fall 2011, Geosciences has 40 graduate research assistant (RA) positions fully funded by external funds, including 6 PhD RA stipends.
- Geosciences existing research funding is over \$5M/year and increasing.
- Geosciences faculty numbers are growing and every new hire has high expectations for raising external funds.
- The 2 new faculty positions in Geosciences beginning in FY12 are targeted in highly fundable specialties.
- In the unlikely event that funds run out for PhD student stipends and the students' associated research costs, Geosciences will ensure the program's sustainability using the following measures:
  - Leverage existing TAs within the department
  - Support students through lab and lecture assistance
  - Leverage existing private partnerships for internships for students
  - Continue to engage alumni for donations
  - Continue to emphasize entrepreneurial opportunities for fundraising (workshops, donations, etc.)
  - Encourage self-supported students through veterans benefits and employed students (e.g. INL)
  - Use department indirect cost recovery to support students



Attachment 1

# IDAHO STATE UNIVERSITY

## External Review Report for Notice of Intent

Program: Geosciences Ph.D. Program, Department of Geosciences  
College: College of Sciences and Engineering  
Reviewers: Gina Tempel, Ph.D., University of Nevada, Reno  
Wanda Taylor, Ph.D., University of Nevada, Las Vegas

## Introduction

Based on our review of their existing programs, it is readily apparent that the Department of Geosciences at Idaho State University is an emerging department in data-intensive computing (cyber-infrastructure) research and is poised to contribute to the future growth of resource exploration and development in Idaho. Over the past two decades, the department has been on an upward trend in the quality of research conducted by faculty and the quality of students graduating from ISU. We observed that the department is a vibrant community of faculty interacting with a dedicated group of undergraduate and master's level graduate students. In the past few years, the department has experienced an infusion of new faculty members who are making significant contributions as researchers in the areas of geotechnology, paleontology, and Earth surface processes. For this upward trend to continue in the department in research, faculty growth, and increased quality of graduate students, we recommend the establishment of a Ph.D. program in the geosciences.

The State of Idaho will benefit from an increase in the number of Ph.D. programs in the geosciences at its state-supported academic institutions because growth in geoscience programs is essential to the future economic development of the State. The State of Idaho is rich in mineral and energy resources, and economic progress requires a geoscience workforce that is well-educated and capable of utilizing and advancing state-of-the-art technologies for exploration and extraction of these resources. Increasingly, international corporations in minerals and energy resources are employing professionals with Ph.D. degrees. For the geoscience workforce from Idaho to remain competitive in this global resource market, the academic institutions within the State will need to graduate more professionals with Ph.D. degrees. Thus, establishment of a Ph.D. program in the geosciences at Idaho State University ensures that sufficient opportunities exist for the in-state workforce to be well-educated and remain competitive among all geoscience workers both within the State and internationally.

Below, we provide our review to the Idaho Board of Education of the readiness of the Department of Geosciences at Idaho State University for a Ph.D. program in Geosciences. We discuss the quality of faculty, students, infrastructure support, funding sources, outcome and performance measures, possible duplication of other programs in the State of Idaho, centrality, demand and resources available to the department that we observed during our review. **Following careful consideration, we recommend that the Board of Education approve the Ph.D. in Geosciences program at Idaho State University.**

## Quality

1. Curriculum – The current graduate curriculum shows strong emphasis on the geotechnologies (i.e. GIS, GPS) coupled with more traditional geoscience courses in Volcanology, Petrology, Engineering Geology, and Field Geology. Teaching facilities have been recently updated and classrooms are equipped with recent upgrades in microscopes and computers. No new courses or facilities are needed to support Ph.D. level studies because existing curricula and facilities will afford Ph.D. students a solid education.
2. Faculty – Faculty show strength in teaching, current research, and external funding. Recent hiring of junior faculty indicates a high degree of vibrancy in the ISU Geosciences department during an era when faculty in many Geoscience departments nation-wide are aging with few junior faculty replacements to ensure future stability. We believe that the timing of this proposal is excellent because of the rise in research activity, recent hires, and quality of master's students over the past few years. Faculty in the ISU Department of Geosciences are fully qualified to mentor Ph.D. level students to graduation.
3. Students– The current M.S. level graduate program in the ISU Department of Geosciences is evaluated to be very high quality with over 40 students advised by 10 faculty. Currently, M.S. graduates from the department who are continuing on to earn Ph.D. degrees are doing so at top universities in the geosciences, such as Princeton, MIT, and USC. Recruitment of ISU students by these prestigious institutions provides further evidence that the ISU M.S. program is of high quality, and that faculty in the department are highly competent in graduate education. Many of the department's current M.S.-level students are of the caliber to continue as Ph.D. students as evidenced by research publications and presentations at national meetings. It is anticipated that a significant source of students for a Ph.D. program would be internal with the best ISU M.S. students continuing their studies toward a Ph.D. degree within the department. Additional recruitment would take place at annual meeting of geoscience professional societies.



4. Infrastructure Support – The quality of research and teaching equipment/instrumentation and computing facilities that are available to the department is excellent. The department has a GIS Training and Research Center with state-of-the-art computing capabilities, a Digital Mapping and Research Laboratory to produce geologic maps of state resources, and the Boise Remote Sensing Lab to provide expertise for research and teaching of remote sensing technologies. Other facilities that accessible to the department are at the Center for Archaeology, Materials and Applied Spectroscopy (CAMAS). Instrumentation and technical support for CAMAS provide faculty with the capability for state-of-the-art geochemical analyses. Office staff and other technical support within the department are more than adequate to support Ph.D. level studies.
5. Funding Resources – The ISU Department of Geosciences has demonstrated that it is competitive in the national arena of research funding. The 2011 Carnegie Classification ranks Idaho State University in the high research activity category placing it among the 99 high research activity universities in the US. In the National Science Foundation ranking of R&D expenditures for 2009, **Idaho State University ranked in the Top 100 Earth Sciences programs at U.S. universities and colleges with expenditures of \$2.2M.** These research expenditures accounted for 12% of the overall Idaho State R&D expenditures for sciences and engineering of \$18.8M in 2009. With the addition of new, junior research active faculty the continued success and sustainability of research in the department will be ensured. Thus, the Department of Geosciences at ISU will be fully capable of funding research and supporting graduate students in a Ph.D. program.
6. Outcome and performance measures- The numbers of professional papers produced per year as well as research funding per faculty member are consistent with faculty in other Ph.D. level programs. With regard to assessment, the Department of Geosciences recognizes that it must develop a solid assessment plan for courses and curriculum outcomes, and it is currently working on these plans.
7. Business and industry support and partnerships – In our review, we observed that the ISU Department of Geosciences appears to have solid relationships with Idaho National Laboratory, Idaho Geological Survey, and the US Geological Survey (USGS). A joint appointment is held by one faculty member in both the department and the Idaho Geological Survey, and the USGS also has a physical presence in the department.
8. State Licensing Board and other agency support– Does not apply.

### Duplication

The Department of Geosciences at ISU has a strong core curriculum and conducts fundamental geoscience research that is required of any program. The department shows uniqueness in the area of cyberinfrastructure (CI), or data-intensive computing for scientific exploration. In CI research and teaching, the department has developed a niche expertise within Idaho to support the science and engineering of natural resource exploitation or the geotechnologies. Their research and teaching areas are particularly strong in CI for hydroinformatics (exploring, sharing, and analyzing hydrologic information), remote sensing, and Global Information Systems (GIS). A complementary aspect of program is the large amount of interdisciplinary research with other faculty and students in other departments on campus including Biosciences and Engineering as well as other institutions in Idaho (BSU and U of I). We emphasize the complementary aspect of the ISU program over any competitive aspects. Addition of new faculty has benefited collaboration with BSU and U of I. In large part, the expertise of faculty at ISU is different in geoscience expertise and focus than faculty at BSU and U of I.

### Centrality

According to the State Board of Education ([www.boardofed.idaho.gov](http://www.boardofed.idaho.gov)), the assigned mission for Idaho State University:



*“... is a **doctoral university** serving a diverse population through research, state, and regional public service, undergraduate **and graduate programs**”.*

The mission states that ISU:

*“...will formulate its academic plan and generate programs with primary emphasis on health professions, the **related biological and physical sciences**, and teacher preparation. ISU will give continuing emphasis in the areas of business, education, engineering, **technical training** and will maintain basic strengths in the liberal arts and **sciences**, which provide the core curriculum or general education portion of the curriculum.”*

We believe that the establishment of a doctoral program in the Geosciences at ISU is consistent with the State Board of Education and the Idaho State University mission stating that ISU is a doctoral university and that disciplines within the physical sciences (which include Geosciences) are key emphasis areas for growth along with the health professions and biological sciences. Further, ISU upper administration indicated to us that the Geological Sciences faculty and students are regarded highly and have high priority in terms of resource allocation on campus. We concur in our review that Geological Sciences is an area of outstanding faculty, research and students on the ISU campus. Thus, establishment of a Ph.D. program would ensure the continued growth, success, and strength of this promising program and build on the physical sciences as a focus area of the university as stated in the mission.

### **Demand**

Science in general is becoming more interdisciplinary in nature. In particular, geoscientists may be found commonly collaborating with biologists, chemists, engineers, and computer scientists to help solve societal and environmental problems world-wide. In Idaho, the demand to educate and provide workforce training for cross-disciplinary geoscientists will increase as the need to explore and exploit Idaho’s abundant mineral and environmental resources increases. With a doctoral program in the geosciences, ISU will be able to educate, along with the University of Idaho and Boise State, an increasing number of geoscience professionals in-state. While U of I and BSU have existing Ph.D. programs, a thriving Idaho economy may demand more educated professionals in the future than two programs can provide. To ensure that the in-state workforce will continue to be competitive for professional positions in private industry and government, the ability to educate more Ph.D. professionals within Idaho needs to be expanded. Further, as the diversity of employment opportunities in the geosciences increases within Idaho, greater breadth of technical expertise will be needed. With the addition of a Ph.D. program in Geosciences at Idaho State University, the Idaho workforce will have wider range of advanced geoscience research areas to choose from and have increased opportunities to remain competitive in Idaho’s resource and environmental markets. In sum, the addition of a Ph.D. degree in the Geosciences at ISU will serve to strengthen the breadth of geoscience research and education within Idaho and complement the two existing Ph.D. programs at U of I and BSU.

Currently, an educated geoscience workforce need has been identified within the Idaho National Laboratory, water district, local agricultural industry, mining and natural resource industry, Idaho Geological Survey, U.S. Geological Survey, and U.S. Environmental Protection Agency. ISU trained Ph.D. graduates will help Idaho to be poised as a regional leader in cyber research and applied geology.

### **Resources**

No new resources are needed by the department to implement this program. The Department of Geosciences has all necessary equipment, infrastructure, curricula, facilities, etc. to support a Ph.D. program. However, one new faculty position will be needed to sustain a strong Ph.D. program in the department. The departure of Dr. Rodgers to College-level administration leaves a vacancy in structural geology and tectonics, disciplines that are fundamental to geosciences, are traditional departmental strengths, and are of particular importance given the physical location and strategic plan of ISU Geosciences.

**Conclusion**

As stated in the Introduction of this report, we, the reviewers believe that the Department of Geosciences at Idaho State University is ready to support a Ph.D. program that will contribute to the education of the workforce of the State of Idaho and grow, over time, into a nationally recognized program for the geo-technologies. Further, we believe that the establishment of a Ph.D. program in the Geosciences at ISU will complement existing Ph.D. programs at the University of Idaho and Boise State. All three universities have strong geoscience programs, and all three universities have different strengths. Thus, the three universities together will provide the expertise in mineral and energy exploration and production to make Idaho a national leader in natural resource development .



ISU Response to External Evaluation

March 5, 2012

Idaho State Board of Education  
Mailing Address:  
P.O. Box 83720  
Boise, ID 83720-0037

RE: External review report for ISU Geosciences PhD program proposal

Dear State Board Members:

We are pleased to submit the attached report detailing the external review of our PhD program proposal. We concur with the content and tone of the report, which emphasizes that our department is fully capable of offering a high-quality doctoral program in Geosciences, that the program can be largely run with existing resources, and that the program will serve the training and infrastructure needs of Idaho well.

We acknowledge that the report cites the need for a faculty position in Structural Geology to replace a faculty member who has moved up to college-level administration. This position is essential to a core strength of the department in Structural Geology and related areas, and will strengthen both undergraduate and graduate education in areas essential for employment in Idaho's natural resource-rich economy. We are currently conducting a search for that faculty member, and our administration is exploring funding options for the position.

This doctoral program is complementary to other doctoral programs in Geology and Geosciences in Idaho. Specifically, this program will emphasize our strengths in the following areas:

1. Geotechnologies: We have several faculty actively researching Geographic Information Systems, Remote Sensing, and development of Water Management software.
2. Earth Surface Processes: We have developed strength in this area, with multiple faculty conducting research in Earth Surface Hazards, Landscape Development, Paleoclimatology, and Stream and Groundwater Hydrology.
3. Geology and Natural Resources of Idaho and the Intermountain Region: Multiple faculty conduct research in Sedimentology, Paleontology, Geothermal Energy, Volcanology, and related topics essential to understanding and assessing regional natural resources.

Thank you for the opportunity to present this full program proposal. We look forward to its consideration by the State Board of Education and associated councils, and will be happy to answer specific questions that may arise.

Sincerely,



Glenn D. Thackray  
Professor and Chair of Geosciences

**Attachment 2**  
**Proposed Catalog Copy**

### **Doctor of Philosophy in Geosciences**

The Ph.D. program in Geosciences is offered to those students who have demonstrated strong aptitude for independent research and scholarly activity. Research can be conducted in any field of Geoscience in which ISU faculty have expertise. The student's course of study will be determined in consultation with their advisors. Continued enrollment in the program is contingent upon maintaining a 3.0 grade point average and making satisfactory progress toward the degree. In order to complete the research and prepare the dissertation, the program will normally require three years of full-time study beyond the master's degree. In some special cases, a student with exceptional undergraduate academic record and aptitude for research but without an appropriate M.S. degree may be directly admitted to the Ph.D. program.

#### **General Requirements**

For entering students with an appropriate MS degree, the PhD curriculum will consist of 54 credits including a maximum of 22 credits of graduate level coursework relevant to the research focus and a minimum of 32 credits of dissertation (Geol 8850). **At least 40 credits must be taken with the ISU Department of Geosciences**, and 2 to 4 of the graduate level course credits will be a graduate seminar (Geol 5508, 5580, 5591, 5599, or 6603). Classes and seminars may be taken at, or in collaboration with, Boise State University and/or the University of Idaho. An example credit-based program of study for a student who enters the PhD program with an MS degree is:

Semester	1	2	3	4	5	6	Total
Course	9	9	1	1	1	1	22
Work							
Dissertation			8	8	8	8	32

Students not possessing an appropriate M.S. degree must earn an additional 30 graduate credits (for a total of 84 credits applied to the PhD degree). Of these 30 credits, at least 17 credits must be at the 600 level in Geosciences while 13 credits (including up to 8 from a related discipline) can be the 500 or 600 level.

#### **Program of Study**

An Advisory Committee of three members, including at least two Idaho State University graduate faculty from Geosciences, will be established for each student upon entry into the program. The committee will guide the student in establishing his or her program of course work and laboratory study based upon the student's background and research interest. The advisory committee has the responsibility of ensuring that the student has adequate knowledge to support research in his or her chosen area of interest. At the end of the first year, the student will take a written, comprehensive qualifying examination covering the relevant information within the scope of the research area. A student taking the comprehensive qualifying exam needs to be prepared to take an oral examination, conducted by the student's Advisory Committee, that will focus primarily on material in the written exam that was not adequately answered. However, the Advisory Committee, at its discretion, may excuse a student from taking the oral examination if the student excels in the written examination. The student will be allowed two attempts to pass the oral examination, and the second attempt must be within one-half year after the first attempt. The student will be admitted to candidacy upon passing the comprehensive qualifying examination.

A dissertation committee of five members, chaired by the candidate's major professor and including at least two other graduate faculty from ISU Geosciences, will then be appointed. Dissertation Committees with graduate faculty from Boise State University and University of Idaho are encouraged. Within six months of passing the comprehensive qualifying examination, the candidate, with guidance from the major professor, will satisfactorily complete an oral presentation and defense of a prospectus for dissertation research to the committee. The candidate can submit the final dissertation any time after six months from the date of acceptance of the research prospectus. Dissertation approval requires a public presentation of the dissertation and a satisfactory oral defense to the Dissertation Committee. Doctoral oral examinations are open to all regular members of the faculty as observers. Further, oral presentations are open to the public until questioning by the Dissertation Committee begins.



## Geology Graduate Courses

### GEOL 5502 Geomorphology 4 credits.

Process-response approach to landforms and landscapes. Historical perspectives, endo- and exogenetic processes, equilibrium and relict landforms. Emphasis on interrelations among various geologic sub-disciplines. Field trips, some lab exercises. PREREQ: GEOL 3313 OR PERMISSION OF INSTRUCTOR.

### GEOL 5502L Geomorphology Laboratory 0 credits.

GEOL 5503 Principles of Geographical Information System 3 credits. Study of GIS fundamentals, introduction to GPS, databases, and metadata. Practical application of ESRI ArcView®. Build, edit, and query a GIS; basic spatial analysis. Requires competence in computer operating systems. PREREQ: CIS 1101 OR INSTRUCTOR APPROVAL; COREQ: GEOL 5503L.

GEOL 5503L Principles of GIS Laboratory 0 credits. Computer lab assignments to apply principles from GEOL 5503.

### GEOL 5504 Advanced Geographic Information Systems 3 credits.

Study of relational databases, including spatial analysis, and remote sensing. Practical application of Arc/Info and Idrisi. Exercises include digitizing, querying, digital terrain modeling, and image processing. PREREQ: GEOL 5503, GEOL 5503L OR PERMISSION OF INSTRUCTOR.

GEOL 5505 Volcanology 3 credits. Aspects of physical and chemical volcanology: types of volcanoes; interpretation of volcanic deposits; properties of magma: generation, rise, and storage of magma; volcanic hazards and prediction. PREREQ: ONE OF GEOL 3314, GEOL 5502, GEOL 4421, OR GEOL 5552.

GEOL 5506 Environmental Geology 3 credits. Humans and the environment. Topics include: industrial exploitation of fossil fuels, energy sources, soils, water and other materials, environmental health, pollution, waste disposal, hazards, disasters, and land use. PREREQ: GEOL 1100 OR GEOL 1101.

GEOL 5507 GPS Application in Research 3 credits. Overview of satellite positioning systems usage. Topics include GPS theory, basic mapping concepts, use of mapping grade receivers for GIS data collection, and processing of carrier phase data for high precision applications.

GEOL 5508 GeoTechnology Seminar 2 cr. GIS applications in natural and social sciences; ethical and legal issues, current status and recent advances in GeoTechnology. Lectures, discussion, readings. PREREQ: GEOL 5503, GEOL 5503L OR PERMISSION OF INSTRUCTOR.

GEOL 5509 Remote Sensing 3 credits. Fundamentals and applications of single frequency, multispectral, and hyperspectral remote sensing for physical, natural, engineering, and social sciences. Emphasis on acquiring, processing, integrating, and interpretation of imagery. Requires competence in computer operating systems.

### GEOL 5510 Science in American Society 2 credits.

Observational basis of science; technology's historical influences on scientific developments; perceptions of science in contemporary America; tools/strategies for teaching science. Cross-listed as PHYS 5510. PREREQ: JUNIOR STANDING

AND PERMISSION OF INSTRUCTOR.

### GEOL 5511 Planetary Petrology 3 credits.

Chemistry, mineralogy, tectonic association and petrogenesis of the principal igneous and metamorphic rock types on Earth and other planetary bodies. PREREQ: GEOL 3314.

### GEOL 5512 Petrology Lab 2 credits.

Microscopic identification of igneous and metamorphic minerals and rocks. PREREQ: GEOL 3313 AND GEOL 2211. COREQ: GEOL 5511.

### GEOL 5515 Quaternary Global Change 3 credits.

Use and interpretation of landforms, sediments, and fossil life in the reconstruction of Quaternary events, environment, and climates. PREREQ: PERMISSION OF INSTRUCTOR.

### GEOL 5516 Global Environmental Change 3 credits.

Analysis of the causes and effects of both natural and human-induced environmental change. Integrates knowledge from other Earth Systems Science Courses, and examines and analyzes relevant problems in global environmental change using scientific methods. PREREQ: GEOL 1115, GEOL 1115L, GEOL 2310, GEOL 5506, and BIOL 2209.

GEOL 5517 General Soils 3 credits. Formation, morphology, and distribution of soils, including developments in soil classification. PREREQ: GEOL 1100 OR GEOL 1101 OR GEOL 1115, OR PERMISSION OF INSTRUCTOR.

GEOL 5520 Principles of Geochemistry 3 credits. Chemistry of the earth; discussion of factors controlling abundance, distribution, and migration of chemical elements within the earth. PREREQ: GEOL 2211, AND CHEM 1111, CHEM L1111, CHEM 1112, CHEM L1112, OR PERMISSION OF INSTRUCTOR.

### GEOL 5522 Planetary Geology 3 credits.

Formation of planetary bodies (planets, moons, asteroids, and comets), internal and surficial processes, tectonics, and planetary exploration. PREREQ: GEOL 1100 OR GEOL 1101 OR PERMISSION OF INSTRUCTOR.

GEOL 5527 Information Technology for GIS 3 credits. Study of servers, networks, system administration, relational database design and management, spatial database engines, and serving maps on the internet. The course uses traditional lectures along with demonstrations, and hands-on exercises. PREREQ: GEOL 5503, GEOL 5503L OR PERMISSION OF INSTRUCTOR.

### GEOL 5528 Programming for GIS 3 credits.

Course introduces students to Visual Basic programming for GIS. Students will learn the fundamentals of object oriented programming, rapid application development, basic coding, help documentation, and compiling. Students will complete a project where they develop a GIS utility of their choice. PREREQ: MATH 1147 AND GEOL 1100 OR 1101, OR PERMISSION OF INSTRUCTOR.

### GEOL 5530 Principles of Hydrogeology 3 credits.

Surface and groundwater occurrence, movement and recovery, water quality and pollution, well construction principles, and computer modeling. PREREQ: GEOL 1100 OR GEOL 1101, OR PERMISSION OF INSTRUCTOR.

GEOL 5531 Geobiology and the History of Life 4 credits. Principles of biology and geology applied to the study of fossil invertebrates; consideration is given to morphology, classification, evolution, paleoecology, and the

stratigraphic significance of fossils. PREREQ: GEOL 2202 (recommended); PERMISSION OF INSTRUCTOR.

### GEOL 5531L Invertebrate Paleontology Laboratory 0 credits.

GEOL 5535 Vertebrate Paleontology 4 credits. Phylogenetic history of the vertebrates outlined in the light of morphology, classification, evolution, paleoecology, and the significance of fossils. Field trips. Cross-listed as BIOL 5535. PREREQ: GEOL 5531 OR BIOL 3314 OR EQUIVALENT.

GEOL 5539 Principles of Taphonomy 3 credits. Effects of processes which modify organisms between death and the time the usually fossilized remains are studied. Emphasis on vertebrates. Cross-listed as ANTH 5539 and BIOL 5539. PREREQ: PERMISSION OF INSTRUCTOR.

GEOL 5540 Ore Deposits 3 credits. Nature, mode of occurrence, and origin of ores with each type related to a given rock association and as the product of a particular environment. PREREQ: ONE OF GEOL 3314, GEOL 5552 (RECOMMENDED), OR GEOL 4421.

GEOL 5545 Environmental and Engineering Geophysics 4 credits. Geophysical applications to environmental and geological engineering problems. Includes seismic, gravity, magnetic, electrical, and electromagnetic methods. (Includes lab.) PREREQ: MATH 1144 OR 1147, GEOL 1100 OR 1101, OR PERMISSION OF INSTRUCTOR.

GEOL 5550 Field Geology 6 credits. Five-week summer field camp, applying standard geologic field instruments and geologic concepts to a series of field problems. PREREQ: GEOL 4421 and GEOL 5552, GEOL 3314 (recommended) or GEOL 4420.

GEOL 5551 Field Methods in Environmental Sciences 3 credits. Practical application of field methods with an Earth systems focus. Analysis of topographic and vegetational data, hydrologic methods, riverine processes and habitat, and soil characteristics, emphasizing use of GIS, GPS, remote sensing and other geotechnologies. Two-week summer course at Lost River Field Station. PREREQ: GEOL 5503 and GEOL 5503L, and either GEOL 5515 or GEOL 5516, and BIOL 2209.

GEOL 5552 Sedimentation-Stratigraphy 4 credits. Principles of sedimentation from source to diagenesis. The basis of stratigraphic nomenclature, classification, and correlation of rock units. Laboratory covers unconsolidated sediment, hand specimens, subsurface, and field techniques. PREREQ: GEOL 2210 AND ENGL 1102 OR PERMISSION OF INSTRUCTOR. COREQ: CHEM 1111.

### GEOL 5552L Sedimentation-Stratigraphy Laboratory 0 credits.

Assignments to apply principles in GEOL 5552. COREQ: GEOL 5552.

GEOL 5554 Basic Engineering Geology 3 credits. Geology applied to engineering projects; geotechnical problems in civil projects; site methods. Subsurface investigations including scope, logging, and in situ and geophysical methods. Cross-listed as CE 5554. PREREQ: GEOL 3314 OR CE 3332.

GEOL 5555 Geologic Data Methods 3 credits. Classification of geotechnical projects. Geologic mapping for civil engineering purposes. Development of engineering geologic profiles. Pre-bid geotechnical investigations and field



instrumentation for civil works projects. Cross-listed as CE 5555. PREREQ: GEOL 4450.

**GEOL 5556 Geology of Idaho 2 credits.** Geologic provinces and plate tectonic history of Idaho. Topics include basement, Belt Supergroup, Phanerozoic passive margin, Cordilleran orogen, accreted terranes, Idaho batholith, Challis volcanics, Idaho mineral deposits, Basin and Range, Snake River and Pleistocene floods. PREREQ: GEOL 1100 OR GEOL 1101.

**GEOL 5558 Geology of North America 3 credits.** Regional stratigraphy and tectonics of North America emphasizing National Parks and the Intermountain West. Graduate students will do extensive additional reading in current literature. PREREQ: GEOL 1100 OR GEOL 1101.

**GEOL 5565 Subsurface Geology 3 credits.** Principles of well log interpretation and correlation, core and cuttings description, cross section and subsurface map creation. Environmental geology, hydrogeology, mining, geological engineering, and petroleum applications. PREREQ: GEOL 2210 OR PERMISSION OF INSTRUCTOR.

**GEOL 5571 Historical Geography of Idaho 3 credits.** Influences of geography and geology on Idaho's economic, political and cultural history. May be team taught and include field trips, discussion sections. Cross-listed as HIST 5571 and POLS 5571.

**GEOL 5575 Essentials of Geomechanics 3 credits.** Essentials of rock fracture relevant to geological engineering including stress and strain, properties and classification of rock masses, rock fracture mechanisms. Cross-listed as CE 5575. PREREQ: GEOL 4421 OR ENGR 3350.

**GEOL 5576 Engineering Geology Project 1 credit.** Team projects studying actual problems in engineering geology. Cross-listed as CE 5576. PREREQ: GEOL 5554 OR CE 5554.

**GEOL 5580 Special Topics in GIS 1-3 credits.** Visual Basic programming for GIS. May be repeated. PREREQ: GEOL 5503 and GEOL 5503L OR PERMISSION OF INSTRUCTOR.

**GEOL 5581 GeoTechnology Internship 1-3 credits.** Choose a project with either natural resource or municipal GIS emphasis and work with real-world data at the internship's off-campus location. Projects focus on using/creating geotechnical data. PREREQ: GEOL 5503 and GEOL 5503L OR PERMISSION OF INSTRUCTOR.

**GEOL 5583 Earthquake Engineering 3 credits.** Mechanism and characterization of earthquakes; seismic risk analysis; site and structural response; applications from points of view of engineer and geologist. Cross-listed as CE 5580. PREREQ: GEOL 3313 OR CE 3332, OR PERMISSION OF INSTRUCTOR.

**GEOL 5591 Seminar 1 credit.** Field trip or discussion of current geologic literature and geologic problems. May be repeated until 3 credits are earned. PREREQ: PERMISSION OF INSTRUCTOR. Graded S/U.

**GEOL 5597 Professional Education Development**

**Topics. Variable credit.** A course for practicing professionals aimed at the development and improvement of skills. May not be applied to graduate degrees. May be repeated. May be graded S/U.

**GEOL 6601 Advanced Physical Geology 2 credits.** An advanced level course in physical geology required for all first year graduate

students. A review of the principles of physical geology, and an overview of current hypotheses and research in the field.

**GEOL 6602 Advanced Geomorphology 3 credits.** Seminar in the treatment of theoretical concepts in classical and modern geomorphology.

**GEOL 6603 Geologic Writing Seminar 1 credit.** Review of quality geologic writing practices; extended field trip and introduction to regional geology. Topics include databases, abstracts, stratigraphic terminology, grant proposals, thesis prospecti, and use of reference library. Required for all Geosciences graduate students.

**GEOL 6604 Watershed Modeling 3 credits.** Use of geographic information systems and integrated simulation models to study the hydrologic cycle, water quality, agricultural and industrial impacts, environmental and related issues at the watershed scale. PREREQ: GEOL 5404.

**GEOL 6606 Geostatistical Spatial Data Analysis and Modeling 4 credits.** Description, analysis and modeling of spatial data in the geosciences, emphasizing hands-on application of geostatistical software tools for spatial analysis and probabilistic modeling in petroleum and groundwater reservoirs, environmental remediation, and mining or any application involving spatially-varying data. PREREQ: PERMISSION OF INSTRUCTOR.

**GEOL 6607 Spatial Analysis 3 credits.** This course focuses on advanced techniques for spatial data analysis covering issues in sampling, characterizing, visualizing, exploring and modeling spatial data. Techniques for point patterns, continuous data, area data, and spatial interaction data will be emphasized. PREREQ: GEOL 5503, MATH 1170/1175, AND A BASIC STATISTICS CLASS (e.g., MATH 2253) OR PERMISSION OF INSTRUCTOR.

**GEOL 6609 Advanced Image Processing 1 credit.** An advanced-level course in image processing techniques, such as using transforms, filters, and classifiers for data derived in the visible, infrared, and microwave. Specific topics include preprocessing, endmember analysis, classification (including spectral unmixing), and accuracy assessment. Practical application of theory for graduate student theses and dissertations. PREREQ: GEOL 5509.

**GEOL 6615 Neutron Activation Analysis 4 credits.** Theory and use of neutron activation methods for quantitative chemical analysis of natural and synthetic materials. Applications in geologic systems will be emphasized. Cross-listed as CHEM 665, PHYS 6615. PREREQ: PERMISSION OF INSTRUCTOR.

**GEOL 6617 Environmental Geochemistry 3 credits.** Geochemistry of environmental systems. Emphasis given to low-temperature water-rock interactions, including sorption processes, retardation, reaction kinetics and reaction-mass transport modeling. Cross-listed as CHEM 6617. PREREQ: CHEM 1112 AND GEOL 5520 OR CHEM 3351.

**GEOL 6618 Applied Geophysics 3 credits.** Geologic interpretation of reflection seismic, refraction seismic, gravity, magnetic, and groundpenetrating radar data.

**GEOL 6621 Advanced Structural Geology 3 credits.** Current aspects of structural geology or tectonics. May focus on regional structures, tectonic theories, orogenic mechanics, global

tectonic model(s), or topics of special interest in structural geology.

**GEOL 6622 Orogenic Belts of the World 3 credits.** Interdisciplinary analysis of Alpine and Cordilleran-type mountain belts including their infrastructure, tectonic evolution, and mechanisms of formation.

**GEOL 6623 Tectonics and Sedimentation 3 credits.** Sedimentary basin analysis and mechanisms of subsidence. Extensional, compressional and strike-slip tectonics as related to depositional systems, facies architecture, and provenance.

**GEOL 6625 Quantitative Geochemistry Lab 3 credits.** Practical application of theory involving use and operation of instrumental techniques. Cross-listed as CHEM 6625.

**GEOL 6628 Advanced GIS Programming 3 credits.** Course focuses on Visual Basic for Applications (VBA) programming for ArcGIS. Students will learn to navigate, interact, and utilize ArcObjects to customize ArcGIS and to create and distribute their own customizations (i.e., dll). PREREQ: GEOL 5503, GEOL 5528, AND PERMISSION OF INSTRUCTOR.

**GEOL 6630 Advanced Hydrogeology 3 credits.** Advanced topics in hydrogeology, including precipitation and stream flow, soil moisture, principles and modeling of groundwater flow, migration of wastes in both saturated and unsaturated zones, design and impact of production wells, water chemistry. PREREQ: GEOL 5530 OR EQUIVALENT.

**GEOL 6631 Sedimentology 3 credits.** Provenance, dispersal, and environments of deposition; emphasis on various aspects of surface equilibria.

**GEOL 6641 Advanced Petrology 3 credits.** Selected topics in igneous and/or metamorphic petrology, regional and/or global aspects of current interest, including relationship to major advances in other areas of solid earth sciences.

**GEOL 6646 The Sedimentary Record 4 credits.** Earth history as revealed in sedimentary facies, provenance, chemical and isotopic excursions. Methods of analysis including sequence stratigraphy, geochronology, biogeochemistry, chemostratigraphy. Sedimentary petrology and field methods emphasized in lab.

**GEOL 6648 Research Problems 1-6 credits.** Independent research on non-thesis subject matter, subject to approval of the staff before results receive credit. Course may be repeated until 10 credits are earned.

**GEOL 6650 Thesis 1-9 credits.** Ordinarily a fieldproblem with supporting laboratory work undertaken by the student with approval of the geology graduate faculty, and after a thesis prospectus has been accepted. May be repeated. Graded S/U.

**GEOL 8850 Doctoral Dissertation Variable credits.** Research toward and completion of the dissertation. May be repeated Graded S/U



**Attachment 3****Graduate Faculty – ISU Geosciences  
Publications are provided on following pages**

Dr. Dan Ames, PhD, P.E., Associate Professor, Specialties: Hydroinformatics, GIS software development. Affiliated with Civil Engineering.

Dr. Ben Crosby, PhD, Assistant Professor, Specialties: Fluvial Geomorphology, Landscape Analysis, Effects of climate change.

Dr. Nancy Glenn, PhD, P.E., Research Professor, Specialties: Remote Sensing (LiDAR, Hyperspectral) analysis of landscapes and vegetation. Affiliated with Civil Engineering, Joint appointment with INL.

Dr. Sarah Godsey, PhD, Assistant Professor, Specialties: Surface Hydrology, GIS. Hired January 2012.

Dr. Shannon Kobs, PhD, Assistant Professor, Specialties: Volcanology, Eruption dynamics. Hired August 2011.

Dr. Paul Link, PhD, Professor, Specialties: Stratigraphy, Sedimentology, Detrital zircon analysis, Regional Geology.

Dr. Mike McCurry, PhD, Professor, Specialties: Petrology, Volcanology, Geothermal.

Dr. David Rodgers, PhD, Professor and Associate Dean, Specialties: Structural Geology, Tectonics.

Dr. Leif Tapanila, PhD, Associate Professor, Specialties: Carbonate sedimentology, Invertebrate Paleontology, Impacts.

Dr. Glenn Thackray, PhD, Professor and Chair, Specialties: Glacial geomorphology, Quaternary geology.

**Geoscience and associated Faculty with instructional and administrative assignments**

Dr. Helen Bender, PhD, Assistant Lecturer, Specialties: GIS, Remote Sensing, GPS. Begins employment August 2011

Ms. Lori Tapanila, MS, Assistant Lecturer: Specialties: Physical Geology, Metamorphic Petrology

**ISU Biological Sciences Faculty with joint appointments to Geosciences  
Publications are provided on following pages**

Dr. Bruce Finney, PhD, Professor, Specialties: Stable isotope analysis of marine/lacustrine sediment, Paleoclimate analysis

Dr. Kitty Lohse, PhD, Assistant Professor, Specialties: Soil biogeochemistry, critical zone processes

**ISU GIS Training and Research Center  
Publications are provided on following pages**

Mr. Keith Weber, MS, Director of the GIS Training & Research Center. Specialties: GIS Programming, Wildlife Biology

**Affiliate Faculty – ISU Geosciences  
Publications are provided on following pages**

Dr. Teki Sankey, PhD, Research Assistant Professor, Specialties: Remote sensing of vegetation cover change.

Dr. John Welhan, PhD, Idaho Geological Survey Supervisory Research Geologist, Specialties: Geothermal, Geostatistics, Low-temperature geochemistry.

## Geoscience Faculty Publications (2000-present)

\* indicates publication was jointly authored by 2 or more ISU Geoscience faculty

331 peer-reviewed papers, books, and maps

11 years, 13 faculty >> 2.3 pubs/faculty/year

ISU Graduate Faculty in GeosciencesDan Ames

- Alexandrov, G.A., D. Ames, G. Bellocchi, M. Bruen, N. Crout, M. Erechtkhoukova, A. Hildebrandt, F. Hoffman, C. Jackisch, P. Khaiteer, G. Mannina, T. Matsunaga, S.T. Purucker, M. Rivington, L. Samaniego, Technical assessment and evaluation of environmental models and software: Letter to the Editor, *Environmental Modelling & Software*, In Press, Corrected Proof, Available online 24 September 2010, ISSN 1364-8152, DOI: 10.1016/j.envsoft.2010.08.004.
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- Ames, D. P., B.T. Neilson, D.K. Stevens, and U. Lall, 2005. Using Bayesian networks to model watershed management decisions: an East Canyon Creek case study. *Journal of Hydroinformatics* 7(4): 267-282.
- Ames, D.P. 2007. *MapWinGIS Reference Manual: A function guide for the free MapWindow GIS ActiveX component*. 194 pages, self-published through Lulu.com, Morrisville, North Carolina.
- Ames, D.P. and A. Anselmo, 2008. Bayesian Network Integration with Geographic Information Systems. *Encyclopedia of GIS*. Sashi Shekhar and Hui Xiong (Editors). Springer, New York, pp. 39-45.
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- \*Ames, D.P., Rafn, E., Van Kirk, R., and Crosby, B., 2009. Estimation of Stream Channel Geometry in Idaho using GIS-Derived Watershed Characteristics. *Environmental Modeling and Software*, 24:3, pp 444-448.
- Ames, D.P., U. Lall, 2008. Developing Total Maximum Daily Loads Under Uncertainty: Decision Analysis And The Margin Of Safety. *Journal of Contemporary Water Research and Education*. Vol. 140. September 2008.
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- Baloch, M.A., Ames, D.P., 2010. A Geospatial Interpolation Approach to Water Quality Index Estimation for Koycegiz-Dalyan Lagoon, Turkey. *Proceedings of the Fifth International Conf. on Environmental Science and Technology*, July 12-16, 2010, Houston, TX, USA, p. 73.
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- Jolma, A., Ames, D. P., Horning, N., Mitsova, H., Neteler, M., Racicot, A., and Sutton, T., 2008. Free and Open Source Geospatial Tools for Environmental Modelling and Management. In: A.J. Jakeman, A.A. Voinov, A.E. Rizzoli and S.H. Chen (eds): *Developments in Integrated Environmental Assessment*, vol 3, pages 163-180. Elsevier (DOI 10.1016/S1574-101X(08)00610-8), ISBN: 978-0-080-56886-7.
- Jolma, A., D.P. Ames, N. Horning, H. Mitsova, M. Neteler, A. Racicot, and T. Sutton, 2008. Environmental Modeling and Management Using Free and Open Source Geospatial Tools. *Encyclopedia of GIS*. Sashi Shekhar and Hui Xiong (Editors). Springer, New York, pp. 275-279.
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- Marchionni, B. and Ames, D.P., 2010, A Modular Spatial Modeling Environment for GIS. *OSGeo Journal* Vol. 8, pp 54-64.
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- Raza, M., Weber, K., Mannel, S., Ames, D.P., Patillo, R., 2010. Geospatial Analysis of Tree Root Damage to Sidewalks in Southeastern Idaho. *URISA Journal*. Accepted for publication: <http://www.urisa.org/publications/journal/accepted>.
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### **Ben Crosby**

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### **Nancy Glenn**

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Sarah Godsey – new hire, will begin January 2012

Shannon Kobs – new hire, will begin August 2011

Paul Link

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#### Affiliate Faculty to ISU Geosciences

##### Teki Sankey

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### John Welhan

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## Attachment 4 – ISU Geosciences Facilities &amp; Equipment List

Pocatello Campus

## Classrooms

- 6 standard classrooms with tables, built-in storage, and full AV equipment including ceiling-mounted LCD projectors
- 1 portable Tandberg Digital Television/Conferencing system for communication between ISU campuses and other universities

## Collections

- ~500 drawers of curated minerals, rocks, and fossils

## Petrographic microscopes

- 10 student microscopes
- 2 Research microscopes with cameras and monitors
- 1 Fluid inclusion microscope

## Sample preparation facility

- Saws, grinders, crushers, polishers

## Vehicles

- 5 old 4x4 vehicles owned and maintained by department
- 10 late model 4x4 GMC Suburbans available for lease from ISU Motor Pool

## LEG - Laboratory for Environmental Geochemistry (supervised by Mike McCurry)

- Bruker D8 x-ray diffractometer
- JY70C ICP-AES
- Water sampling, pH and ISE probes
- Fusion muffle furnace
- CEM microwave digestion system
- 2 Fume hoods
- Analytical balances
- WC puck and ring mill

## CAMAS - Center for Archeology, Materials and Applied Spectroscopy (supervised by ISU Office of Research)

- ThermoElectron Corporation Delta V Plus stable isotope ratio mass spectrometer
- Thermo X series II Inductively Coupled Plasma Mass Spectrometer with Cetac liquid handler and New Wave UP 213 nm laser ablation device
- FEI Quanta 200 FEG Environmental SEM with an integrated Bruker Quantax 200 SDD- Energy Dispersive X-ray Spectrometer
- Surface Imaging Systems Atomic Force Microscope
- 500 MHz multi-user NMR spectrometer with remote access capability.

## Surface Hydrology laboratory (supervised by Ben Crosby)

- Acoustic Doppler Velocimeters/Profiler etc

## Conodont extraction and analysis laboratory (supervised by Leif Tapanila)

## Flume laboratory (Jointly supervised by ISU Civil Engineering and Geosciences). Operational beginning January 2012

## Sediment Core Laboratory (supervised by Bruce Finney)

- Walk-in cold room (1200 ft<sup>3</sup>)
- Bartington whole-core and single-sample magnetic susceptibility instrumentation
- Beckman-Coulter laser particle-size analyzer
- UIC coulometric carbon analyzer for total and inorganic carbon determination
- Petrographic and dissecting microscopes
- Biogenic silica analysis system
- High-capacity centrifuge
- Wide array of core sampling, processing and archival tools and materials.
- Inflatable coring platform and support craft, with toolkit of gravity, percussion, and piston coring devices

## Digital Surveying equipment

- Robotic total station
- Survey-grade DGPS Rovers
- GPS Base Station

## Digital Mapping Laboratory – ISU Campus (supervised by Ben Crosby)

- 30 desktop workstations, each with dual monitors, 4 GB RAM, 320 GB storage, 1 Gbps intranet connectivity
- 2 servers, each with 4 TB storage capacity
- 1 Gbps intranet connectivity on ISU campus
- 155 Mbps internet connectivity via Internet II line to anywhere beyond ISU
- 5 laptop computers



14 GPS enabled PDAs

8 tablet PCs

Many scanners, printers, one large-format plotter

Software: Microsoft Office, ESRI ArcGIS, ENVI, Adobe CS, Vulcan, Matlab, Visual Basic

20 handheld GPS units

GIS Training and Research Center – ISU Campus (supervised by Keith Weber)

Enterprise GIS Server constellation (10 servers)

2 Instructional workstations

15 instructional desktop workstations, 4 GB RAM, 460GB storage, 1 Gbps intranet connectivity

8 Research desktop workstations, 2-8 GB RAM, 465-640 GB storage

6 other desktops workstations

5 laptop computers

Multiple scanners, printers, plotters

10 handheld GPS receivers

1 Trimble ProXR Pathfinder Base Station GPS receiver, permanently mounted

Large software library

Even larger database library

### **Meridian Campus**

Boise Center Aerospace Laboratory (supervised by Nancy Glenn)

12 Workstations

Tandberg Digital Television/Conferencing system

Scanners, printers, large-format plotter

3-D immersive environment (IQ-Station)

2 GeoXT GPS

Multispectral hand-held camera

Field spectrometer

Terrestrial laser scanner (TLS) (INL joint appointment)

Software: ENVI/IDL, eCognition, ESRI ArcGIS, Trimble Pathfinder, Cyclone

Connection to IRON

### **Idaho Falls Campus – CAES building**

Geospatial Software Lab (supervised by Dan Ames)

### **Lost River Field Station - north of Mackay, ID**

Commercial kitchen

Group workspace for 25

3 bathrooms w/showers

Computer loft with internet connectivity

5 acres of surrounding property for trailers and tents

State of Idaho  
Graduate Education in Geosciences  
Memorandum of Agreement

This Memorandum of Agreement, effective the \_\_\_\_ day of June, 2012, is entered into by Idaho State University (ISU), Boise State University (BSU), and University of Idaho (UI).

**I. Purpose**

There is a great demand for geoscientists with advanced degrees to address the natural resource, water, and environmental needs of the state of Idaho. Despite a demonstrated need for graduate geoscience programs throughout the state of Idaho, the state has limited resources to provide graduate geoscience education. The three Idaho universities (ISU, BSU, UI) currently offer the M.S. Geology degree. BSU and UI also offer a Ph.D. in Geosciences, and ISU has proposed a new Ph.D. program in Geosciences. The intent of all three institutions is that the Ph.D. in Geosciences is a research-focused degree, designed to train earth scientists who can characterize the fundamental nature of earth processes and provide detailed interpretations of specific locations.

The Idaho State Board of Education has not assigned primary responsibility for geoscience education and training in the state of Idaho to a particular university; institutions are, however, directed to avoid duplication of programs where possible. ISU, BSU, and UI desire to avoid such duplication by establishing a collaborative administrative framework that will enable efficient sharing of educational resources among the institutions' respective geoscience graduate programs, including collaboration of Ph.D. educators in the state.

By entering into this agreement ISU, BSU, and UI express their support of a common vision and understanding of graduate geoscience education in Idaho and commit to work together to provide statewide access to quality graduate geoscience education.

**II. Agreement**

To achieve the objectives set forth above, ISU, BSU and UI agree as follows:

1. ISU, BSU, and UI will work in concert to develop and maintain geoscience graduate programs that make use of existing disciplinary strengths while minimizing duplication of resources. Geoscience department chairs and graduate faculty from the three institutions will meet at least annually to discuss graduate education needs and requests for new or enhanced graduate geoscience programs. New course offerings related to graduate geoscience programs will be submitted with the institution's five-year plan in accordance with Idaho State Board of Education policy.
2. ISU, BSU, and UI agree to develop geoscience graduate courses to share among institutions. In most cases such courses will be delivered via video or web conferencing technology to all three campus locations.
3. As the common curricula are developed as set forth above, ISU, BSU, and UI will also develop agreements addressing administrative matters that may include, but will not be limited to, tuition, workload adjustment allocation, transfer credit, and other issues related to enrolled students or collaborative courses among institutions. Details will be facilitated by the associate deans, department chairs, and registrars of the three institutions.

4. ISU, BSU, and UI will make good faith effort to secure at their respective institutions graduate faculty status for the graduate geoscience faculty of all three institutions and will share faculty across the institutions to enhance availability of and access to faculty experts for teaching and research.
5. ISU, BSU, and UI will award Ph.D. degrees independently through their respective programs while collaborating, as specified in paragraph nos. 1 through 4 above, to avoid duplication and facilitate efficient use of resources.
6. ISU, BSU, and UI and their respective administrators, staff, and faculty will work jointly in good faith to address issues that may arise in the implementation of this agreement.

### III. Binding Effect

This Memorandum of Agreement is subject to any required approval of the Idaho State Board of Education and is binding on the institutions (ISU, BSU, and UI) only if such approval is obtained.

### IV. Modification

This Memorandum of Agreement may be modified by agreement of the institutions (ISU, BSU, and UI). To be binding, all such modifications must be in writing and signed by the Provost of each institution.

### V. Termination

Any of the institutions (ISU, BSU, or UI) may terminate this MOU at any time upon 90 days written notice to the Provosts of the other institutions.

#### IDAHO STATE UNIVERSITY

By: [Signature]  
Chair, Department of Geosciences

By: [Signature]  
Dean of College

By: [Signature]  
Provost/Vice President for  
Academic Affairs

Date: 11/15/12

#### BOISE STATE UNIVERSITY

By: [Signature]  
Chair, Department of Geosciences

By: [Signature]  
Dean of College

By: [Signature]  
Provost/Vice President for  
Academic Affairs

Date: 11/25/12

#### UNIVERSITY OF IDAHO

By: [Signature]  
Chair, Department of Geological Sciences

By: [Signature]  
Dean

By: [Signature]  
Provost/Executive Vice President  
Date: 12/27/12



Dr. Dave Rodgers  
Associate Dean  
College of Science and Engineering  
Idaho State University  
921 S. 8<sup>th</sup> Ave, Stop 8065  
Pocatello, ID 83209-8065  
[rodgdavis@isu.edu](mailto:rodgdavis@isu.edu)

Dear Dr. Dave Rodgers,

The Department of Commerce wants to express our support for your desire to establish a PhD in Geosciences at Idaho State University. The Idaho Department of Commerce recognizes the importance of Idaho's natural resources, from timber, and silver, to water and geothermal power. Without these important industries and businesses Idaho would not have experienced the incredible success and growth throughout its history.

This PhD program will not only support businesses, but future workers in the state. This desire to serve the workforce needs in several high-wage, high growth industries in Idaho is commendable. This effort compliments our goal to increase the number of quality jobs, businesses and workers in Idaho. Increasing the volume of research and number of fellowships, as well as increasing the number of out of state students going to school in Idaho will prepare Idaho for the economy of the future.

Sincerely,

A handwritten signature in blue ink, appearing to read "Gynii Gilliam".

Gynii Gilliam  
Chief Economic Development Officer  
Idaho Department of Commerce

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**IDAHO STATE UNIVERSITY**

**SUBJECT**

Approval of Proposal for a new Ph.D. in Social and Environmental Dynamics

**APPLICABLE STATUTE, RULE, OR POLICY**

Idaho State Board of Education Governing Policies & Procedures, Section III.G. 4 and 5 and Section III.Z.

**BACKGROUND/DISCUSSION**

Idaho State University (ISU) proposes to create a Ph.D. program in Social and Environmental Dynamics (SED) organized as an interdisciplinary program by faculty from the Departments of Anthropology, Biological Sciences, Economics, Geosciences, Political Science, History, Sociology, Chemistry, Business and Physics, and other faculty members from across the Idaho State University campus. An interdisciplinary Ph.D. program is needed at ISU that will allow students individualized research tracks that mix social, natural, and physical sciences in an integrated and systematic exploration of the role of humanity in the structure and functioning of the earth's natural, physical, and human systems.

While Idaho State University is at the forefront of many human-based sciences research initiatives, and has excelled in interdisciplinary research efforts integrating the social, natural, and physical sciences, there is no Ph.D. program at ISU for the advancement of education and research in human related fields and their intersection with the Natural and Physical Sciences (termed "Sustainability Science" by the National Science Foundation). Students confined by geography or employment to southeastern Idaho have no opportunity for advancement. Further, the Idaho National Laboratory is in need of an interdisciplinary social-physical science-based Ph.D. program for a number of their staff. More significantly, the interdisciplinary research currently being conducted at ISU is attracting MS students from around the globe, yet there is no opportunity for keeping them at ISU because of a lack of suitable programs. This program will further position ISU for the NSF Integrated Graduate Education and Research Training (IGERT) graduate program initiative and provides the foundation for a suite of new research, education, and training opportunities. This program will build on the successes of its faculty to increase university ties to government and industry partners.

The proposed program fits within Idaho State University's mission to advance scholarly and creative endeavors through the creation of new knowledge, cutting-edge research, innovative artistic pursuits and high quality academic instruction. It will also support the Board's mission and policy through offering a broad, interdisciplinary degree that will train Idaho students in the fundamental skills and knowledge necessary to become superior researchers and scientists.

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DECEMBER 13, 2012**

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In addition, the program will provide the educational basis for entrepreneurial development in the Social and Environmental Dynamics fields within the state of Idaho.

**IMPACT**

This is an interdisciplinary program with a faculty already positioned within their home departments, therefore, all faculty will be teaching regular courses in which SED students may be participating. Support will be provided with work-study, internship, and graduate assistant funding. The administration at ISU has committed five graduate assistantships to support the program.

**ATTACHMENTS**

Attachment 1 –Proposal and external review for the Ph.D. in  
Social and Environmental Dynamics  
Attachment 2 - Letters of Support

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**STAFF COMMENTS AND RECOMMENDATIONS**

Idaho State University proposes to create a new interdisciplinary Ph.D. program in Social and Environmental Dynamics to be housed under the Graduate School. The proposed program was modeled after the Environmental Dynamics Ph.D. program offered at the University of Arkansas and the Environmental Studies Ph.D. program offered at Antioch University.

ISU has identified eleven students who are prepared to enter into this program from the local community, the Idaho National Laboratory, and the Fort Hall Reservation.

Consistent with Board Policy III.G., ISU's proposed Ph.D. in Social and Environmental Dynamics was reviewed by an external review panel consisting of Dr. John Dixon from the University of Arkansas and Dr. Stephen Mulkey, from the University of Idaho. The reviewers provided analysis regarding national/regional need for proposed program, curriculum, faculty workload, doctoral candidate support, adequacy of space/facilities, and administrative structure.

The reviewer panel felt the curriculum as outlined for the program was weak and did not address the "inherent contrast in the preparation of doctoral students from the social and natural sciences." They noted that the "proposed two-semester required seminar is pedagogically acceptable but the content is poorly enunciated and does not clearly contain the desired synthesis across disciplines." The panel felt that the curriculum for the proposed program can "overcome both of these deficits through a concerted effort at curriculum design that include players from the social and natural sciences."

The panel also felt that "overall institutional support for doctoral candidates was lacking and recommended program support in the form of staff and graduate

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student space” and development of a reporting structure above the level of the College deans such as to the VP for Academic Affairs, the Dean of the Graduate School or possibly directly to the Provost”.

The panel also commented on the teaching loads for current faculty involved in graduate education and felt it was “excessive for any graduate program” for fostering doctoral level research. Panel recommended “faculty integral to success be given reduced teaching assignments.” This is especially necessary during the early years of the program.

When addressing the issue of duplication; the team indicated that while “similar programs exist at the University of Idaho and in nearby Utah, these institutions draw on largely separate clientele.” Therefore, the team saw “little competitive overlap between the proposed program and existing programs.”

ISU’s proposed Ph.D. in Social and Environmental Dynamics was in the pipeline for review and was therefore, not added to their Five-Year Plan. Pursuant to III.Z, no institution has the Statewide Program Responsibility for interdisciplinary Environmental Science programs. Currently, the University of Idaho offers a Ph.D. in Environmental Science.

**BOARD ACTION**

I move to approve the request by Idaho State University to offer a new interdisciplinary Ph.D. in Social and Environmental Dynamics.

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

Colleges of Arts and Letters, Science and Engineering,  
College of Business

Multiple Departments and Units

Name of College, School, or Division

Name of Department(s) or Area(s)

A New, Expanded, or Off-Campus Instructional Program Leading to:

**Ph.D. in Social and Environmental Dynamics**

CIP 03.0103 environmental studies

Degree/Certificate &amp; 2010 CIP

Program Change, Off-Campus Component

1 January 2012

Proposed Starting Date

*[Signature]*  
*G. R. Fennell*

This proposal has been reviewed and approved by:

*[Signature]* *9/27/2011*  
 College Dean (Institution) Date

*[Signature]* *10/19/11*  
 Chief Fiscal Officer (Institution) Date

VP Research and/or Graduate Dean Date

*[Signature]* *10/5/11*  
 Chief Academic Officer (Institution) Date

Chief Academic Officer (OSBE) Date

*[Signature]* *10/10/11*  
 President Date

SBOE/OSBE Approval Date

1. Describe the nature of the request.

Idaho State University proposes to create a Ph.D. program in Social and Environmental Dynamics (SED) organized as an interdisciplinary program by faculty from the Departments of Anthropology, Biological Sciences, Economics, Geosciences, Political Science, History, Sociology, Chemistry, Business and Physics, and other faculty members from across the Idaho State University campus.

As scientific understanding of the earth's environments has increased over the past thirty years, it has become increasingly apparent that what we see in 'nature', with very few exceptions, is the result of a profound interaction between humans and environments in all parts of the globe. There is, in other words, no nature without culture, and humans have been major predators, harvesters, contributors, and engineers in virtually all ecosystems for millennia. This understanding has altered the parameters of scientific study, such that these interactions are now labeled Biocomplexity or Coupled Natural and Human Systems, which are new categories of National Science Foundation (NSF) funding and the scientific literature. The academy has been slow to take this new understanding into account in a systematic way because of older disciplinary boundaries and a traditionally received wisdom that has firmly separated culture from nature. While individual multidisciplinary projects are born every day, this growing field is generating an entirely new form of science such that a new disciplinary focus is required.

At the National Science Foundation, National Institutes of Health, National Oceanographic and Atmospheric Administration, National Aeronautics and Space Administration, Department of Energy and throughout the research infrastructure of the United States, there is an increasing emphasis on interdisciplinary research agendas and Idaho State University intends its students to be at the forefront of these emerging fields. State and Federal agencies are increasingly in need of broadly trained scientists who have skills across a range of disciplines. This is especially so at the interface of social and physical sciences. This is even truer in the consulting profession where scientists are regularly called upon to perform duties across a number of related disciplines. This approach is starting to penetrate academia as well where new interdisciplinary academic units are beginning to replace the more traditional departmental boundaries.

“Interdisciplinary studies may be defined as a process of answering a question, solving a problem, or addressing a topic that is too broad or complex to be dealt with adequately by a single discipline or profession . . . [and] draws on disciplinary perspectives and integrates their insights [to produce] a more comprehensive perspective” (Klein and Newell 1997:393).<sup>1</sup>

While Idaho State University is at the forefront of many human-based sciences research initiatives, and has excelled in interdisciplinary research efforts integrating the social, natural, and physical sciences, there is no Ph.D. program at ISU for the advancement of education and research in human related fields and their intersection with the Natural and Physical Sciences (termed “Sustainability Science” by the National Science Foundation). Students confined by geography or employment to southeastern Idaho have no opportunity for advancement. Further, the Idaho National Laboratory is in need of an interdisciplinary social-physical science-based Ph.D. program for a number of their staff. More significantly, the interdisciplinary research currently being conducted at ISU is attracting MS students from around the globe, yet there is no opportunity for keeping them at ISU because of a lack of suitable programs. This program will further position ISU for the NSF IGERT (Integrated Graduate Education and Research Training) graduate program initiative and provides the foundation for a suite of new research, education, and training opportunities.

An interdisciplinary Ph.D. program is needed at Idaho State University that will allow students

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<sup>1</sup> Klein, J. T. and Newell, W. H. 1997 Advancing Interdisciplinary Studies. In Jerry B. Graff, James, L. Ratcliff and Associates (eds) *Handbook of the Undergraduate Curriculum: A Comprehensive Guide to Purposes, Structures, Practices, and Change* (pp 393-415). San Francisco: Jossey-Bass Publishers.

individualized research tracks that mix social, natural, and physical sciences in an integrated and systematic exploration of the role of humanity in the structure and functioning of the earth's natural, physical, and human systems. Faculty from 11 departments spanning three colleges, and several facilities including the GIS Training and Research Center, the Idaho Accelerator Center, the Informatics Research Institute, the Idaho Museum of Natural History, and the Center for Archaeology, Materials, and Applied Spectroscopy, have in place the necessary faculty, facilities, and research interests to make such a program a success.

Faculty members from participating departments have identified eleven (11) students who are ready to enter this program from the local community, the Idaho National Laboratory, and the Fort Hall Reservation. The program will not need additional faculty support, due to the interdisciplinary structure of the program, and will receive infrastructural support from the Office of Academic Affairs, the Office of the President of ISU, and the academic Colleges. This program is critical to the mission and needs of ISU, the state, and the eastern Idaho community.

## 2. Quality.

The program will be coordinated by a Program Director who will chair a committee made up of members from each of the participating departments. This committee will be responsible for recommending students for admission, for course development, approval of graduate committee membership, and other duties to assess the quality of the program and to maintain continuous improvement. The committee's primary tasks will entail program rigor, and to maintain the strong, integrative interdisciplinarity of the mission because "Merely bringing the different disciplines together in some way but failing to engage in the hard work of integration is multidisciplinary studies, not interdisciplinary studies" (Repko 2007:133). For this program, "Interdisciplinarity means defying disciplinary limits on what theories, concepts, and methods are appropriate to a problem and being open to alternative methods of inquiry, using different disciplinary tools, and carefully estimating the degree of usefulness of one tool versus another to shed light on a problem" (Repko 2007:135).<sup>2</sup>

In this construct, the National Academy of Sciences, the National Academy of Engineering, and the Institute of Medicine define interdisciplinary work in similar terms: "Interdisciplinary research (IDR) is a mode of research by teams or individuals that integrates information, data, techniques, tools, perspectives, concepts and/or theories from two or more disciplines or bodies of specialized knowledge to advance fundamental understanding or to solve problems whose solutions are beyond the scope of a single discipline or area of research" (National Academies 2005:39). The committee will coordinate education and research that is beyond, or unable to be achieved, by any one discipline.<sup>3</sup>

### Admission Criteria

1. Prospective students will enter the program with a MA or MS in one of the participating departments or a related interdisciplinary field, and should have a 3.5 or better graduate GPA on a 4.0 point scale. All applicants must meet ISU Graduate School admission requirements for doctoral programs. Prospective students will normally have GRE scores at the 50<sup>th</sup> percentile or above in all general testing areas. The GRE exam will have been taken in the last five years. Three letters of recommendation must be provided.
2. Prospective students may be admitted only if a member of the program agrees to be the major supervisor.
3. All recommendations for admission will be made by the steering committee. All approvals of

<sup>2</sup> Repko, Allen F. 2007 Interdisciplinary Curriculum Design. *Academic Exchange Quarterly* Fall 2007:130-137.

<sup>3</sup> National Academies of Science 2005. *Facilitating Interdisciplinary Research*. Washington DC: National Academies Press.

major professor will be made by the steering committee.

### Curriculum

#### Core Requirements

The faculty of the SED Ph.D. program envision this program as primarily a research degree with broad, interdisciplinary foci. As such, students will be required to take two core courses and then specialized courses to meet individual research requirements as determined by the student's integrated interdisciplinary research committee. Further coursework or projects may be assigned in consultation with the committee. Each participating department will create a new course number for the two core courses, and the student will take all core and research credits in the department numbers of his/her major advisor. All other course work will be in the offering department.

1. All students will participate in two core seminars their first year. This will be a two-semester seminar sequence in Integrated Social and Environmental Dynamics. The goal of this two-semester sequence is to create a common knowledge base, research core, and cohort for all students entering the program, regardless of individual specialty.

Since the external reviewers were adamant that the program, and courses, not be housed in any one department or college, the courses will be team taught by participating faculty. Module 1 will be taught by physical scientists, Module 2 by natural scientists, Module 3 by social scientists. The actual reading lists for each course will be based on the important literature at the time of the offering and will change every semester because the important topics in these fields change every year. The committee will have oversight.

The seminars will be done in modules, so that students from distant locations who might be fully employed in government or private industry may participate in the program. The courses will be done in five week sections where students do readings, short papers, and independent research collaborating on-line with the professor for five weeks, and then come to ISU for three intensive days of fieldwork, laboratory research, and/or seminars (perhaps on a Thursday, Friday, Saturday). For those in residence at ISU, this will be a novel addition to other courses in which they are enrolled. For those stationed away from ISU, this will provide three opportunities per semester for students to interact on campus with students and faculty in the first year.

The two courses will be organized as follows:

#### **History of Global Change**

Semester 1 Module 1: Physical processes and global change.

Semester 1 Module 2: Global change, evolution, and life sciences.

Semester 1 Module 3: Hunters, farmers, and early civilizations as agents of cultural and historical global changes.

#### **Sustainability and Resilience in the Modern Global Environment**

Semester 2 Module 1: Physical processes and modern global changes.

Semester 2 Module 2: Biocomplexity, coupled human-natural systems, biodiversity.

Semester 2 Module 3: Food security, energy development, health, and environment.

A total of 54 credits of coursework, which includes 6 credits of core seminars and a minimum of 30 credits of dissertation, must be completed for the Ph.D.

2. In the first semester, the student will formulate a research committee made up of a Principle Advisor and three other faculty. At least two of the committee members must be from disciplines other than that of the Principle Advisor, with at least one each from Social Sciences (including Business and Education), Natural Sciences (including Mathematics), and Physical Sciences (including Engineering). This committee will consult with the student while the student formulates a program of study. The student will be



expected to maintain a 3.5 GPA in graduate coursework.

Four example Programs of Study are described below. All are quite different, one will require undergraduate prerequisite course work, the others will not. Students will have the option of any graduate level courses in any of the participating disciplines if approved by their graduate committee and if they meet the appropriate prerequisites.

Scenario 1: A student with strong undergraduate and master's degrees in one of the core disciplines, and extensive work experiences in State or Federal agencies, or in private industry, may pursue a pure research degree. Here the student would participate in the core seminars, but the remainder of their program may consist of independent study courses, independent research courses, and dissertation units.

<b>Year 1: Fall 9 credits</b> 66xx: Seminar in SED 3 credits 66xx: Independent Research 3 credits 66xx: Independent Study 3 credits <b>Year 2: Fall 6 credits</b> 88xx: dissertation research 6 credits <b>Year 3: Fall 6 credits</b> 88xx: dissertation research 6 credits <b>Year 4: Fall 6 credits</b> 88xx: dissertation research 6 credits	<b>Year 1: Spring 9 credits</b> 66xx: Seminar in SED 3 credits 66xx: Independent Research 3 credits. 66xx: Independent Study 3 credits <b>Year 2: Spring 6 credits</b> 88xx: dissertation research 6 credits <b>Year 3: Spring 6 credits</b> 88xx: dissertation research 6 credits <b>Year 4: Spring 6 credits</b> 88xx: dissertation research 6 credits
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TOTAL = 54 credits

Scenario 2: A student with undergraduate and master's degrees in sociology or anthropology develops a research project to investigate wild and farmed salmon as commodity chains interconnecting circum-pacific countries and indigenous peoples in a global economy. Integrating Sociology, Anthropology, Economics, Ecology, and Geographic Information Systems, the student creates an entirely novel approach to understanding the production and spread of salmon throughout the Pacific region.

<b>Year 1: Fall 9 credits</b> 66xx: Seminar in SED 3 credits GEOL 5503 Principles of Geographical Information System 3 credits. SOC 5591 Seminar in Environmental Sociology 3 credits. <b>Year 2: Fall 9 credits</b> ANTH 5581: Development Anthropology 3 credits 88xx: dissertation research 6 credits <b>Year 3: Fall 6 credits</b> 88xx: dissertation research 6 credits <b>Year 4: Fall 6 credits</b> 88xx: dissertation research 6 credits	<b>Year 1: Spring 9 credits</b> 66xx: Seminar in SED 3 credits GEOL 5504 Advanced Geographic Information Systems 3 credits. ECON 5533 Economic Development 3 credits. <b>Year 2: Spring 9 credits</b> GEOL 6628 Advanced GIS Programming 3 credits 88xx: dissertation research 6 credits <b>Year 3: Spring 6 credits</b> 88xx: dissertation research 6 credits <b>Year 4: Spring 0 credits</b> completed
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TOTAL = 54 credits

Scenario 3: A student with any participating undergraduate and graduate degrees (but not in chemistry, for example), who plans to investigate the role of industrialization in spreading contaminants to indigenous foods in the arctic. This program, **an exceptional case of a student who chose to completely re-tool their education to pursue a specific PhD direction**, would require some undergraduate coursework but create an informed and socially aware approach to contaminant studies (**While unlikely to occur, we wanted to show that it would certainly be possible for a student to do this**).

<b>Year 1: Fall 11 credits</b> 66xx: Seminar in SED 3 credits CHEM 2232 Quantitative Analysis 2 credits. CHEM 2234 Quantitative Analysis Laboratory 2 credits. CHEM 3301 Organic Chemistry I 3 credits. CHEM 3303 Organic Chemistry Laboratory I <b>Year 2: Fall 9 credits</b> CHEM 5535 Environmental Chemistry 2 credits. CHEM 5537 Environmental Chemistry Laboratory 1 credit. BIOL 6687 Environmental Science and Pollutants 3 credits  ANTH 5549 Methods and Techniques of Ethnographic Field Research 3 credits  <b>Year 3: Fall 9 credits</b> 88xx: dissertation research 6 credits  <b>Year 4: Fall 6 credits</b> 88xx: dissertation research 6 credits	<b>Year 1: Spring 10 credits</b> 66xx: Seminar in SED 3 credits CHEM 3302 Organic Chemistry II 3 credits. CHEM 3304 Organic Chemistry Laboratory II 1 credit ANTH 5502: Ecological Anthropology 3 credits  <b>Year 2: Spring 12 credits</b> BIOL 5532 Biochemistry 3 credits.  POLS 5555 Environmental Politics and Policy 3 credits  88xx: dissertation research 6 credits  <b>Year 3: Spring 6 credits</b> 88xx: dissertation research 6 credits  <b>Year 4: Spring 6 credits</b> 88xx: dissertation research 6 credits
TOTAL: 54 Graduate, 12 undergraduate	

Scenario 4: A student with a background in Geology, Physics, or Chemistry might seek new and important methods of materials analysis in archaeology, art, or museum curation. Combining archaeology with advanced materials analysis, including research at CAMAS and the Idaho Accelerator Center, a student develops a research topic that solves important social questions using state-of-the-art physical analysis. A student with an archaeology background and basic science education (introductory courses in chemistry, physics, and math), for example, could complete this same sequence with a year of background coursework.

<p><b>Year 1: Fall 9 credits</b>  66xx: Seminar in SED 3 credits  GEOL 6625 Quantitative Geochemistry Lab 3 credits.</p> <p>ANTH 6635: Seminar in Archaeology 3 credits</p> <p><b>Year 2: Fall 10 credits</b>  PHYS 6615 Neutron Activation Analysis 4 credits.  88xx: dissertation research 6 credits</p> <p><b>Year 3: Fall 6 credits</b>  88xx: dissertation research 6 credits</p> <p><b>Year 4: Fall 6 credits</b>  88xx: dissertation research 6 credits</p>	<p><b>Year 1: Spring 9 credits</b>  66xx: Seminar in SED 3 credits  PHYS 5516 Introduction to Nuclear Measurements 3 credits.  ANTH 66xx: Archaeological Chemistry 3 credits</p> <p><b>Year 2: Spring 9 credits</b>  CHEM 6630 Advanced Analytical Chemistry 3 credits  88xx: dissertation research 6 credits</p> <p><b>Year 3: Spring 6 credits</b>  88xx: dissertation research 6 credits</p> <p><b>Year 4: Spring 0 credits</b>  completed</p>
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TOTAL = 56 Units

3. During the second semester, the student will create a dissertation research proposal that will be presented in an open forum during the third semester. This presentation will be followed by a closed oral examination with the student's committee and other interested faculty.

4. The student will create an original dissertation based on primary research. The style and depth of the work will be determined in consultation with the committee.

5. The student will present a dissertation defense that will be presented in a public forum followed by a closed oral examination with the student's committee and other interested faculty.

**On-going assessment:** The proposed curriculum involves eleven departments and five research facilities. The unique composition of the program means that no specialized accreditation is available. The program will be evaluated according to a specific assessment plan, presented below, and the standard review process in place within all of the departments, centers, institutes, and facilities involved. Course evaluations, student exit interviews, student career placement, surveys of hiring institutions, and regular contact, formal and informal, with graduates will maintain the program's visibility and offer suggestions for course redesign. In addition to the program's own assessment plan, the program will go through the formal ISU assessment at Departmental, College, and University levels.

1.) Annual Assessment

- Annual exit interviews will be conducted with graduating students.
- The two-semester core seminar course in SED will be evaluated annually by a team comprised of the core faculty of the program. The goal of the two- semester core is to create a common knowledge base and research core for all students, regardless of academic background. Assessment tools will include entrance and exit surveys and systematic assessment of course materials.

2.) Five-year Assessment

- Every five years the program will be evaluated by an external review team comprised of program alumni, employers, and external constituencies, including representatives of government agencies (Bureau of Reclamation, Bureau of Land Management, Forest Service, Idaho Humanities Council, for example) and the Idaho National Laboratory.

3.) Long-term Assessment

- A web-based tool will be developed to track program graduates and to compile

statistical data about graduate placement.

External Review. See attached (complete report, Appendix 2).

Summary of key findings.

1. The external reviewers found that 1) this program is needed at ISU and does not overlap with related but different programs at the University of Idaho and at Utah State University. The reviewers found 2) the faculty to be outstanding overall, and energetic, enthusiastic, and already engaged in interdisciplinary research. They found 3) the research infrastructure to be strong, and faculty granting to support Ph.D. research equally strong.
2. Reviewer concerns regarding curriculum have since been addressed.
3. The reviewers suggested that a central laboratory or other office facility be created to encourage graduate student interaction. There is a joint laboratory space available to students in the Idaho Museum of Natural History, and others on campus. Additional space may be procured based on the specific needs of enrolled students.
4. The external reviewers strongly suggested that the proposed program not be housed in any one department of college, as such, and following the standard set but the Environmental Studies graduate program at the University of Idaho, this program will be housed in the Graduate School.
5. Reviewers' concerns regarding faculty workload concerns have been addressed through university and college workload policies. The Chairs and Deans have agreed to accommodate the program because the benefits of the program will be felt throughout the participating departments. The Faculty committee involved in coordinating the program will meet only 2-3 times per semester and these meetings will be considered part of a faculty member's service requirement.
6. The reviewers recognized that this sort of program is difficult when there are no dedicated Graduate Assistantships to attract and support the best students. The ISU Administration has committed five graduate assistantships to support the program.

b. Faculty

The proposed SED program is an interdisciplinary program drawing on faculty on full-time appointments in departments across campus. This is a virtual department. Much like the Environmental Studies program at the University of Idaho with over 90 faculty as members from different Colleges and Departments forming a virtual program faculty, no ISU faculty will be assigned directly to the SED program. Workload for faculty will be as follows:

1. for most faculty at any one time, it will be 0 FTE.
2. for any faculty who chooses to supervise as principle adviser, 5% of total per student.
3. for any faculty who chooses to be part of a committee, 2% of total per student.

But as in every graduate committee, the actual expectations will be determined by the needs of the student and the research project.

Name	Department	Highest Degree	Specialty	Percent FTE for Proposed Program
David Peterson	Anthropology	PhD	Archaeology, Metallurgy, Central Asia	as needed
John Dudgeon	Anthropology	PhD	Bioanthropology, Archaeology, Chemistry, Polynesia	as needed
Richard Holmer	Anthropology	PhD	Archaeology, Great Basin, Materials, XRF	as needed
Ernest Lohse	Anthropology	PhD	Archaeology, Informatics, Paleoindian	as needed

Herbert Maschner	Anthropology	PhD	Archaeology, Biocomplexity, Western North America, Museums	as needed
Katherine Reedy-Maschner	Anthropology	PhD	Anthropology, Development, Fisheries, Ecological Anthropology, Alaska, Idaho	as needed
Chris Loether	Anthropology	PhD	Linguistics, Western North America, Shoshone	as needed
Elizabeth Cartwright	Anthropology	PhD	Medical Anthropology, Latin America, Idaho	as needed
Richard Hansen	Anthropology	PhD	Archaeology, Mesoamerica	as needed
Patricia Dean	Anthropology	PhD	Archaeology, ceramics, Great Basin	as needed
Paul Trawick	Anthropology	PhD	Water systems, ecology, land rights, agriculture	as needed
Bruce Finney	Biological Sciences	PhD	Paleoecology, stable isotope biogeochemistry, climate change	as needed
Rick Williams	Biological Sciences	PhD	Genetics and Evolutionary Ecology, Quantitative Genetics, Plant ecology	as needed
Rosemary Smith	Biological Sciences	PhD	Behavioral ecology, evolutionary biology, zoology	as needed
Kathleen Lohse	Biological Sciences	PhD	Watershed biogeochemistry, soil processes	as needed
Pete Sheriden	Biological Sciences	PhD	Microbial Molecular Biology, Emerging Infectious Diseases	as needed
Corey Schou	Business and Computer Science	PhD	Informatics, databases, web design, museums	as needed
David Beard	Business and Computer Science	PhD	Databases, data analysis	as needed
Byron Bennett	Chemistry	PhD	Organic/Inorganic Synthesis	as needed
Todd Davis	Chemistry	PhD	Organic Synthesis, Instrumental Analysis	as needed
Karl De Jesus	Chemistry	PhD	Organic Synthesis	as needed
Caryn Evilia	Chemistry	PhD	Biochemistry, Protein Chemistry	as needed
Lisa Goss	Chemistry	PhD	Physical Chemistry, Atmospheric and Radioisotope Chemistry	as needed
R. W. Holman	Chemistry	PhD	Mass Spectrometry, Organic and Computational Chemistry	as needed
John Kalivas	Chemistry	PhD	Analytical Chemistry, Chemometrics	as needed
Joshua Pak	Chemistry	PhD	Organic/Inorganic Synthesis, Materials Science	as needed
Rene Rodriguez	Chemistry	PhD	Physical Chemistry, Laser and Chemical Vapor Deposition	as needed
Jeffrey Rosentreter	Chemistry	PhD	Analytical Chemistry	as needed
Cindy Hill	Economics	PhD	Health Economics, Labor Economics, Environmental Economics, Economic Education	as needed
Scott Benson	Economics	PhD	Forecasting, Macroeconomic Theory, International Economics	as needed

Glenn Thackrey	Geosciences	PhD	Quaternary Geology, Climate Change	as needed
Leif Tapanila	Geosciences	PhD	Paleontology	as needed
Daniel Ames	Geosciences	PhD	Hydrogeology, Geotechnologies, Computer Modelling	as needed
Paul Link	Geosciences	PhD	Historical Geography, Regional Geology	as needed
Ben Crosby	Geosciences	PhD	Geomorphology, Polar surface processes, Climate Change	as needed
Sarah Hinman	History	PhD	Historical Geography, GIS, spatial methods,	as needed
Jack Owens	History	PhD	Spanish Empire, Historical GIS, Social Networks	as needed
Kevin Marsh	History	PhD	United States - West, Idaho, Environmental	as needed
Laura Woodworth-Ney	History	PhD	North American and Mountain West, Women, Native Americans	as needed
Stephanie Christelow	History	PhD	Anglo-Norman England	as needed
Dewayne Derryberry	Mathematics	PhD	Data analysis and statistical modeling	as needed
Leonid Hanin	Mathematics	PhD	Mathematical modeling, biostatistics	
Dan Dale	Physics	PhD	Medium-Energy & Applied Nuclear Physics	as needed
Frank Harmon	Physics	PhD	Applied nuclear physics	as needed
Alan Hunt	Physics	PhD	Applied nuclear physics	as needed
Phil Cole	Physics	PhD	Medium-Energy & Applied Nuclear Physics	as needed
Eddie Tartar	Physics	PhD	Nuclear physics	as needed
Tony Forest	Physics	Ph.D.	Intermediate Energy Experimental Nuclear Physics	as needed
Dustin McNulty	Physics	Ph.D.	Intermediate energy Experimental Nuclear Physics	as needed
Yoojung Kim	Physics	Ph. D.	Accelerator Physics	as needed
Steve Shropshire	Physics	PhD	Physics education and teacher training	as needed
Mark McBeth	Political Science	DA	Public Policy Analysis	as needed
Donna Lybecker	Political Science	PhD	Environmental Politics & Policy	as needed
Robert Forbis	Political Science	PhD	Environmental Law & Regulation	as needed
Juliet Carlisle	Political Science	PhD	Environmental and Energy Politics	as needed
James Newman	Political Science	PhD	State & Local Government, Water Resource Politics & Policy-proposed	as needed

Gesine Hearn	Sociology	PhD, RN	Sociology of Health and Illness; Medical Sociology; Qualitative Research methods;	as needed
Gregory Leavitt	Sociology	PhD	Social Institutions, Social Theory	as needed

No new faculty are required to run the programs.

- c. Students matriculating into this program.

The student who will matriculate into this program will be a student with a BS/BA and a MS/MA degree in hand from one or more of the participating fields or related disciplines. Many of these students will be professionals already employed by Federal and State agencies, by private industry, or by NGOs. Some of these students will be ongoing graduate students currently in MA/MS programs at ISU or elsewhere. A third group will be academically focused young scholars intrigued by the integrative approach offered by this form of program.

- d. Infrastructure support

**Staff Support:** will be reassigned with existing staff based on current needs.

**Teaching Assistance:** not needed.

**Graduate Students:** We have already identified 13 students who will enter the program in the first year.

**Library:** The library has sufficient resources to support the research needs of the program. Additional funds will be a reallocation from existing accounts.

**Equipment:** All of the laboratories currently accessible to students in Physics, Chemistry, Anthropology, Geosciences, Biological Sciences, and in other areas will also be accessible to the students in this program per individual faculty supervision.

**Centers:**

- Idaho Museum of Natural History and its laboratories and collections.
- Idaho Accelerator Center and its laboratories and equipment.
- Center for Archaeology, Materials, and Applied Spectroscopy and its suite of mass spectrometers, scanning electron microscope, and other instruments.
- Informatics Research Institute and its computing and database facilities.
- GIS Training and Research Center and its instrumentation.

- e. Future plans – discuss future plans for the expansion or off-campus delivery of the proposed program.

We have no plans to offer this program online.



### 3. Duplication

In consultation with the University of Idaho, we have identified one thematic and research related program in the region. The Environmental Science Program, directed by Dr. Stephen Mulkey, is a virtual program much like the proposed program in Social and Environmental Dynamics, in that faculty from a suite of Departments participate in the curriculum. It is interdisciplinary and includes many of the research and education areas identified in this proposal. In consultation with Dr. Mulkey, and Dr. Margrit von Braun, former Dean of the College of Graduate Studies at the University of Idaho, we have recognized a number of areas of potential collaboration that will build on the strengths of each program, especially in regards to the research depth of the Natural Sciences programs at the University of Idaho and the interdisciplinary breadth of the Social Sciences programs at Idaho State University. Given our different strengths and emphases, we envision opportunities for research collaboration and the future exchange of students and scholars.

It is well known that when a PhD student, one who already has a Master's degree, chooses an institution for the PhD, that choice is almost never based on the University. Rather, a student chooses a PhD program for one of two primary reasons. The most common is an individual professor. Since this is a research degree, students seek out the particular faculty member, or group of faculty, who best represents their individual research interests. Second, a student chooses a university that is local; because for work, family, or other factors, the student cannot travel to another university. Thus, there is no opportunity for overlap because ISU will be drawing on a student population that is largely based in the southeast Idaho and thus, this constituency will not draw away from students who would normally attend the University of Idaho. Furthermore, the majority of students who come to this program will be coming to work with an individual faculty member, and until we have joint faculty between the universities, this creates no opportunity for competition. Serving a regional constituency while creating statewide research and educational collaborations will be a highlight of the proposed program.

### 4. Centrality

The proposed program fits within Idaho State University's role as a Doctoral High Research university serving the needs of the region, State of Idaho, and western North America. It will support the SBOE's mission and policy through offering a broad, interdisciplinary degree that will train Idaho students in the fundamental skills and knowledge necessary to become superior researchers and scientists. The SED faculty has an unparalleled breadth of knowledge and research interests that will provide the SED Ph.D. student with a range of options in forming a core committee for research and education. Building on the core course sequence and a strong graduate committee, the incoming student, who will already have an MA or MS in one of the represented fields; may specialize in one or more of a variety of research areas by working with his/her advisor to create an individually tailored specialization area. Each student will create a Ph.D. committee that will include at least three different departments, ensuring the breadth necessary for such a program.

A sub-group of this faculty directly supports ISU's SBOE mandated health mission. In fields ranging from rural health, social aspects of contaminants and environmental degradation, medical anthropology, biochemistry, mass spectrometry, paleo-epidemiology, and a suite of other topics, students will be encouraged to investigate health related research that has a strong human and landscape component - all areas that fall under the rubric of social dynamics and biocomplexity.

## 5. Demand

- a. The changing workforce needs of the State of Idaho and the western region of the United States dictate changing preparation for the professional worker. Positions in green and environmentally based industries are projected to increase within Idaho during the next five years. Idaho's Department of Labor reports that the number one "Hot Industry" for 2008-2018 is the Professional, Scientific, and Technical Services, the sector where SED graduates could expect to work, which is expected to add nearly 11,000 positions, a 32.92% increase.<sup>4</sup> In addition, Idaho's green economy, another potential job market for SED graduates, is expected to grow dramatically. Idaho's "greenest" industries are forecasted to add an additional 20,680 jobs, for an increase of 23%. Research and development in the Physical, Engineering and Life Sciences and administrative and general management green industry consulting positions—most of which require an advanced degree—are expected to add an additional 550 jobs in Idaho by 2018. Research and development professionals in green industry in Idaho earned \$92,800 per position on average in 2010.<sup>5</sup>

The initial assessment of the proposed Ph.D. program was a response to a number of INL staff who approached us seeking access to a Ph.D. program at ISU in the human-based sciences. At this point, a number of unstructured interviews were conducted by Dr. Maschner in order to assess local and regional demand. It took little effort to find over a dozen highly qualified prospective Ph.D. students in need of such a program. Further, recent successes in creating quality MS students funded through large external grants, and the recognition that those students would stay at ISU for the Ph.D. if a program existed, has spurred the creation of this proposal.

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<sup>4</sup> Idaho Department of Labor, "Idaho Hot Industries and Hot Jobs, 2008-2018," February 2011.

<sup>5</sup> Idaho Department of Labor, "Idaho Green Projections and Economic Impact, 2011," pp. 3-4.

Demand for this program comes from three areas. The first is the Idaho National Laboratory, which has a number of scholars seeking terminal degrees in human-based sciences yet has no regional outlet for those researchers. We have identified two students from the INL that will enter the program upon its approval. The second source comes from the regional area, where we have identified another 9 students who will apply when this program is in place to further their careers in the eastern Idaho region (this includes three students from the Fort Hall Reservation). But an important source of students will come from outside of Idaho as increased external grant production attracts quality graduate students to Idaho State University. We have MA/MS students currently in place working on major grants that would stay at ISU if we had such a program, but currently must leave ISU to seek terminal degrees. Since the program does not overlap with any other programs at ISU, we do not anticipate that students will switch from existing programs to this one. Over the long-term, the State of Idaho will need advanced graduates with the skills that this program will create. These graduates will be at the forefront for solving some of the State's most pressing problems.

- b. Students. We have identified 11 students in eastern Idaho who will apply to this program when it is implemented. All are considered new enrollment. The highest demand will come from the INL, Federal agencies such as the BLM and Forest Service, Ft. Hall Reservation, private contractors and environmental firms, and students who for various reasons cannot leave SE Idaho.
- c. Expansion or extension. Not applicable.

6. **Resources** – fiscal impact and budget

## I. PLANNED STUDENT ENROLLMENT

	FY 13		FY 14		FY 15	
	FTE	Headcount	FTE	Headcount	FTE	Headcount
A. New enrollments	11	11	18	18	26	26
B. Shifting enrollments	0	0	0	0	0	0

<b>BUDGET</b>	<b>2013</b>	<b>2014</b>	<b>2015</b>	<b>Three Year Total</b>
Work Study office assistant, 15 hours/week, \$10 per hour. \$4.00 / hr cost to program.	\$4,160	\$4,160	\$0	\$8,320
benefits @ 8.9%	\$370	\$370	\$0	\$740
.5 Office Specialist 1**	\$0	\$0	\$9,000	\$9,000
benefits @ 40%	\$0	\$0	\$3,600	\$3,600
Office operating (from Academic Affairs)	\$2,000	\$2,000	\$2,000	\$6,000
Library (from Museum allocation)	\$1,500	\$1,500	\$1,500	\$4,500
<b>GRAND TOTAL</b>	<b>\$8,030</b>	<b>\$8,030</b>	<b>\$16,100</b>	<b>\$32,160</b>

<b>PROJECTED TUITION REVENUE</b>	<b>2013</b>	<b>2014</b>	<b>2015</b>	<b>Three Year Total</b>
In State Students Full Time (\$3924 / semester)	11	16	22	49
In State Revenue (\$7848 each)	\$86,328	\$125,568	\$172,656	\$384,552
Out of State Students (\$9174 / semester)	0	2	4	6
Out of State Revenue (\$18348 each)	\$0	\$36,696	\$73,392	\$110,088
<b>TOTAL</b>	<b>\$86,328</b>	<b>\$162,264</b>	<b>\$246,048</b>	<b>\$494,640</b>

<b>PROJECTED DIRECT PROGRAM REVENUE</b>	<b>2013</b>	<b>2014</b>	<b>2015</b>	<b>Three Year Total</b>
Students Full Time	11	18	26	55
Project Annual Credit Hours	198	324	468	990

We have identified 11 students who will apply to the program in the first year.

\*\*Graduate assistant support will be provided to the program from existing GA resources. If warranted by enrollment, additional office support will be provided from reallocation during 2015.

## II. EXPENDITURES

	FY <u>2013</u>		FY <u>2014</u>		FY <u>2015</u>	
	FTE	Cost	FTE	Cost	FTE	Cost
A. Personnel Costs						
1. Faculty	0	0	0	0	0	0
2. Administrators	0	0	0	0	0	0
3. Adjunct faculty	0	0	0	0	0	0
4. Graduate/instructional assistants(based on \$12524.80)	5	65000	5	65000	5	65000
5. Research personnel	0	0	0	0	0	0
6. Support personnel	0	0	0	0	.5	9000
7. Fringe benefits	0	370	0	370	0	3600
8. Other: workstudy	.5	4160	.5	4160	0	0
<b>Total FTE Personnel And Costs;</b>	<b>.5</b>	<b>69530</b>	<b>.5</b>	<b>69530</b>	<b>.5</b>	<b>77600</b>
	FY <u>2013</u>		FY <u>2014</u>		FY <u>2015</u>	
B. Operating expenditures						
1. Travel	0		0		0	
2. Professional services	0		0		0	
3. Other services	0		0		0	
4. Communications	500		500		500	
5. Utilities	0		0		0	
6. Materials & supplies	1000		1000		1000	
7. Rentals	0		0		0	
8. Repairs & maintenance	0		0		0	
9. Materials & goods for manufacture & resale	0		0		0	
10. Miscellaneous	0		0		0	
<b>Total Operating Expenditures:</b>	<b>1500</b>		<b>1500</b>		<b>1500</b>	

	FY 2013	FY 2014	FY 2015
C. Capital Outlay			
1. Library resources	1500	1500	1500
2. Equipment	500	500	500
<b>Total Capital Outlay:</b>	<b>2000</b>	<b>2000</b>	<b>2000</b>
D. Physical facilities Construction or major Renovation	0	0	0
E. Indirect costs (overhead)	0	0	0
<b>GRAND TOTAL EXPENDITURES:</b>	<b>73030</b>	<b>73030</b>	<b>81100</b>
III. REVENUES			
	FY 2013	FY 2014	FY 2015
A. Source of funds			
1. Appropriated funds -- Reallocation – MCO	0	0	0
2. Appropriated funds -- New – MCO	0	0	0
3. Federal funds	0	0	0
4. Other grants	0	0	0
5. Fees	0	0	0
6. Other: _____	0	0	0
<b>GRANT TOTAL REVENUES:</b>	<b>0</b>	<b>0</b>	<b>0</b>
	FY 2013	FY 2014	FY 2015
B. Nature of Funds			
1. Recurring*	73030	73030	81100
2. Non-recurring**	0	0	0
<b>GRANT TOTAL REVENUES:</b>	<b>73030</b>	<b>73030</b>	<b>81100</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.

Name, Position,  And Rank	Annual Salary FTE Rate Students	FTE Assignment to this Program	Program Salary Dollars	Projected Student Credit Hours
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**As this is a virtual department with a faculty already positioned within their home departments, all faculty will be teaching regular courses in their home departments in which SED students may be participating. The two courses required for all SED students will be taught by at least six faculty a year each participating at the level of 1.0 or less credit per year as negotiated with their individual department Chairs and Deans.**

Project the need and cost for support personnel and any other personnel expenditures for the first three years of the program.

**Support will be provided with work study, internship, and graduate assistant funding.**

## 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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**The SED program will have a Director who will be responsible for administrating the program. The Director, as in any program, works with an Administrative Assistant to Chair meetings of the program committee, coordinate review of applications, and other normal duties associated with degree programs. Each college Dean has committed to a two course release for the administrator should that administrator be from their college. The Director will be supported by a SED committee made up of representatives from the participating departments. The Director position will rotate among the colleges. This will be a .3 FTE Director position.**

**The administration at ISU has committed five graduate assistantships to support the program.**

## c. Operating Expenditures (travel, professional services, etc.) Briefly explain the need and cost for operating expenditures.

**Modest budgets for communications and materials have been included to cover minor administrative needs of the program.**

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 library resources are adequate.**

(b) Indicate the costs for the proposed program including personnel, space, equipment, monographs, journals, and materials required for the program.

**\$1500 from the IMNH library allocation will support the program from journals.**

(c) For off-campus programs, clearly indicate how the library resources are to be provided.

**Not applicable.**

(2) Equipment/Instruments

Describe the need for any laboratory instruments, computer(s), or other equipment. List equipment, which is presently available and any equipment (and cost) which must be obtained to support the proposed program.

**Dozens of instruments in the Departments of Chemistry, Physics, Biological Sciences, Geosciences, Anthropology, and the various participating centers provide all necessary instruments to support the proposed program. A small equipment budget has been included to address graduate support and/or work study needs.**

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?

**There will be no impact on other programs.**

(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.

**None required.**

(2) 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?

**Not applicable.**

## Appendix 1: Courses Available to SED Students.

**ANTH 5501 History and Theory of Socio-cultural Anthropology 3 credits.** Survey of the development of anthropology, various schools of thought, important personalities, and concepts that have contributed to anthropology over time. PREREQ: PERMISSION OF INSTRUCTOR.

**ANTH 5502 Ecological Anthropology 3 credits.** Interaction of human bio-cultural systems and environment. Relations of natural resources, technological inventories, social organization, cultural categories. Native resource management practices. PREREQ: PERMISSION OF INSTRUCTOR.

**ANTH 5503 Method and Theory in Archaeology 3 credits.** History of the development of current methods and theory in archaeology and contemporary applications. PREREQ: PERMISSION OF INSTRUCTOR.

**ANTH 5504 Material Culture Analysis 3 credits.** Method and analyses used in archaeology and anthropology to understand the relationship between objects and culture. PREREQ: PERMISSION OF INSTRUCTOR.

**ANTH 5505 Analytical Techniques Laboratory 1 credit.** Analytical techniques laboratory to accompany ANTH 5504. Students will complete an assigned project in material culture analysis. PREREQ: PERMISSION OF INSTRUCTOR.

**ANTH 5506 American Indian Health Issues 3 credits.** An overview of health concerns, both current and past, of American Indian people, and the biological and sociocultural factors which influence health status. PREREQ: PERMISSION OF INSTRUCTOR.

**ANTH 5507 Anthropology of Global Health 3 credits.** How cultures define health and illness, and how these definitions ultimately influence the health status of individuals. PREREQ: PERMISSION OF INSTRUCTOR.

**ANTH 5508 Special Topics in Medical Anthropology 3 credits.** Rotating topics, including international health issues, ethno-psychiatry, ethno-medicine and non-western healing systems. May be repeated for a maximum of 6 credits. PREREQ: PERMISSION OF INSTRUCTOR.

**ANTH 5509 Clinical Medical Anthropology 3 credits.** Explores the culture of biomedicine and the beliefs of patients. Topics include doctor/patient communication, cultural competency, cultural construction of risk, critiques of high-tech medicine and the international pharmaceutical industry.

**ANTH 5510 Introduction to Cultural Resources Management 3 credits.** Introduction to CRM reviewing historic preservation and federal legislation as they pertain to archaeology; practical experience in site survey and recording. PREREQ: PERMISSION OF INSTRUCTOR.

**ANTH 5513 Old World Archaeology 3 credits.** Prehistory of the Old World. Precise areal focus and periods may vary. Includes both theory and exposition. PREREQ: PERMISSION OF INSTRUCTOR.

**ANTH 5514 New World Archaeology 3 credits.** Examination of the prehistory of the Americas with emphasis on the North American Continent. PREREQ: PERMISSION OF INSTRUCTOR.

**ANTH 5530 Human Origins and Diversity 3 credits.** Examines human origins, adaptations and biological diversity within the context of evolutionary processes. Primate lineage will be investigated. PREREQ: PERMISSION OF INSTRUCTOR.

**ANTH 5532 Human Osteology 3 credits.** Provides a working knowledge of skeletal anatomy, primarily focusing on identification of individual bones. Other topics include: osteogenesis, pathologies and applications of knowledge and technique. PREREQ: PERMISSION OF INSTRUCTOR.

**ANTH 5539 Principles of Taphonomy 3 credits.** Effects of processes which modify organisms between death and the time the usually fossilized remains are studied. Emphasis on vertebrates. Cross-listed with BIOL 5539 and GEOL 5539. PREREQ: PERMISSION OF INSTRUCTOR.

**ANTH 5549 Methods and Techniques of Ethnographic Field Research 3 credits.** Participant observation, field notes, data types, analytical procedures, interviewing skills, oral history, report writing. PREREQ: PERMISSION OF INSTRUCTOR.

**ANTH 5550 Introduction to Sociolinguistics 3 credits.** Study of the patterned covariation of language and society, social dialects and social styles in language; problems of bilingualism, multilingualism, creoles and language uses. Cross-listed as ENGL 5588. PREREQ: PERMISSION OF INSTRUCTOR.

**ANTH 5555 Introduction to Phonetics 3 credits.** Introduction to descriptive linguistics focusing on phonetics and phonetic phenomena of English and the other languages of the world. Extensive practice in perception and production of such phenomena. Cross-listed as LANG 5555.

**ANTH 5556 Introduction to Phonology and Morphology 3 credits.** Phonological theory and analysis; current theories in morphology. Phonological rules, representations, underlying forms, derivation, justification of phonological analyses; morphological structure, derivational and inflectional morphology; relation of morphology to phonology. Cross-listed as LANG 5556.

**ANTH 5558 Historical Linguistics 3 credits.** The methods and theories of the historical study of language. The comparative method, internal reconstruction, linguistic change over time, genetic typology of languages, and applications to prehistory.

**ANTH 5559 Linguistic Field Methods 3 credits.** Practical experience in linguistic analysis of a language using data elicited from a native speaker. May be repeated up to 6 credits. PREREQ: PERMISSION OF INSTRUCTOR.

**ANTH 5563 Applied Statistics in Anthropology 3 credits.** Practical applications of commonly used statistical analyses in anthropology. PREREQ: PERMISSION OF INSTRUCTOR.

**ANTH 5564 Advanced Analytical Methods in Anthropology 3 credits.** Examination and practical experience in applying advanced quantitative and qualitative methods and analyses in anthropological research.

**ANTH 5572 Native American Arts 3 credits.** Survey of Native American arts and industries, including prehistoric, ethnographic, and contemporary venues. PREREQ: PERMISSION OF INSTRUCTOR.

**ANTH 5574 Special Topics in Indian Education 3 credits.** Rotating review of topics dealing with issues in Indian education. Consult current schedule of classes for exact course being taught. May be repeated.

**ANTH 5578 Federal Indian Law 3 credits.** Examination of tribal governments; their relationship with the federal government; sovereignty, jurisdictional conflicts over land and resources; and economic development. Cross-listed as POLS 5578.

**ANTH 5579 Tribal Governments 3 credits.** Complex legal position of Indian tribes as self-governing entities; principles of inherent powers; governmental organization, lawmaking, justice, relation to state and federal government. Cross-listed as POLS 5579.

**ANTH 5580 Varieties of American English 3 credits.** In-depth study of various dialects of American English, including historical evolution of different dialects, effects of migration on dialects, and influences of non-English immigrant languages on development of American English. Field work studying the Snake River dialects of Idaho. Cross-listed as ENGL 5580.

**ANTH 5581 Specializations in Anthropology 3 credits.** Rotating specialized topics such as applied anthropology, proxemics, ethnology, religion, international development. See current class schedule for titles. May be repeated up to 6 credits. PREREQ: PERMISSION OF INSTRUCTOR.

**ANTH 5582 Independent Problems in Anthropology 1-3 credits.** Investigation of an anthropological problem chosen by the student and approved by the staff. May be repeated up to 6 credits.

**ANTH 5583 Field Research 3 credits.** Practical experience in field research. May be repeated for up to 6 credits. PREREQ: PERMISSION OF INSTRUCTOR.

**ANTH 5585 Anthropology of War and Violence 3 credits.** Survey of war and violence from evolutionary foundations through modern representations. The course covers violence and war among chimpanzees, the genetics and biochemistry of violence, the role of evolution in making humans aggressive, and the history and ethnography of violent conflict around the world.

**ANTH 5586 Archaeology Field School 1-9 credits.** Practical field and laboratory training in archaeological excavation techniques and methods of analysis. May be repeated to a total of 9 credits. PREREQ: PERMISSION OF INSTRUCTOR.

**ANTH 5587 Ethnographic Field School 1-6 credits.** Supervised fieldwork in cultural anthropology in a given ethnographic setting where students and faculty work on a specific set of field problems. May be repeated to a total of 6 credits. PREREQ: PERMISSION OF INSTRUCTOR.

**ANTH 5591 Archaeology Laboratory Analysis 3 credits.** Directed analysis of archaeological remains and report writing. May be repeated up to 6 credits. PREREQ: PERMISSION OF INSTRUCTOR.

**ANTH 5594 Visual Anthropology 3 credits.** Documentary and ethnographic filmmaking techniques including story structure, interviewing, audio and lighting, camera handling, composition, POV, and editing. Anthropological critiques of visual representation. Students create their own short film for a final project. PREREQ: PERMISSION OF INSTRUCTOR.

**ANTH 5595 Department Colloquium 1 credit.** Presentations of current research issues in Anthropology by faculty and students. May be repeated.

**ANTH 5597 Professional Education Development Topics. Variable credit.** A course for practicing professionals aimed at the development and improvement of skills. May not be applied to graduate degrees. May be repeated. May be graded S/U.

**ANTH 6605 Seminar in Linguistic Anthropology 3 credits.** Discussion of theories, methods, and results in linguistic anthropology. PREREQ: PERMISSION OF INSTRUCTOR.

**ANTH 6610 Seminar in Medical Anthropology 3 credits.** Discussion of current topics within the various specializations of medical anthropology. PREREQ: PERMISSION OF INSTRUCTOR.

**ANTH 6615 Seminar in Biological Anthropology 3 credits.** Discussion of theories, methods, and results in biological anthropology.

PREREQ: PERMISSION OF INSTRUCTOR.

**ANTH 6625 Seminar in Sociocultural Anthropology 3 credits.** Discussions of theories, methods, and results in sociocultural anthropology. PREREQ: PERMISSION OF INSTRUCTOR.

**ANTH 6635 Seminar in Archaeology 3 credits.** Studies in current theories, methods, and results in archaeological anthropology. PREREQ: PERMISSION OF INSTRUCTOR.

**BIOL 5504 Plant Physiology 4 credits.** Study of plant physiological processes including water relations, mineral nutrition, - photosynthesis, respiration, translocation of photosynthate, secondary compounds and phytohormones. PREREQ: BIOL 1101 AND BIOL 1102, AND ONE YEAR OF COLLEGE CHEMISTRY.

**BIOL 5505 Plant Form and Function 3 credits.** Integrated studies of anatomical and physiological adaptations of plants to their natural environment. Data collection and analysis will be emphasized. PREREQ: BIOL 102 OR BIOL 2203. COREQ: BIOL 5505L.

**BIOL 5505L Plant Form and Function Lab 0 credits.** Assignments to apply principles from BIOL 5505. COREQ: BIOL 5505.

**BIOL 5506 Plant Diversity and Evolution 4 credits.** Study of the reproduction, structure, development, evolution, and classification of the fungi, algae, bryophytes, and vascular plants. Lectures, laboratories. PREREQ: BIOL 1101 AND BIOL 1102. COREQ: BIOL 5506L.

**BIOL 5506L Plant Diversity and Evolution 0 credits.** Assignments to apply principles from BIOL 5506. COREQ: BIOL 5506

**BIOL 5508 Plant Ecology 3 credits.** Major factors limiting plant growth and distribution with emphasis on adaptation and response at the individual, population, and community levels. PREREQ: BIOL 1101 AND BIOL 1102. COREQ: BIOL 5508L.

**BIOL 5508L Plant Ecology Lab 0 credits.** Assignments to apply principles from BIOL 5508. COREQ: BIOL 5508.

**BIOL 5512 Systematic Botany 4 credits.** Study of classification and evolution of flowering plants; techniques of phylogeny reconstruction based on molecular and morphological characters. Collection/identification of local flora. Field trips. PREREQ: BIOL 1101 AND BIOL 1102. COREQ: BIOL 5512L.

**BIOL 5512 Systematic Botany Lab 0 credits.** Assignments to apply principles from BIOL 5512. COREQ: BIOL 5512.

**BIOL 5515 Human Neurobiology 4 credits.** Cellular-to-organismal structure and function of the human central nervous system (CNS), and CNS pathologies. PREREQ: PERMISSION OF INSTRUCTOR.

**BIOL 5515L Human Neurobiology Lab 1 credit.** Detailed examination of the gross anatomy and pathways of the human central nervous system. PREREQ: PERMISSION OF INSTRUCTOR.

**BIOL 5516 Population/Community Ecology 4 credits.** Introduces quantitative analysis of populations and communities, emphasizing demography, distribution, abundance, spatial and temporal dynamics, biodiversity, coexistence, and applications to conservation and land use decision-making. Includes data collection and analysis. PREREQ: BIOL 2209. COREQ: BIOL 5516L.

**BIOL 5516L 0 credits.** Assignments to apply principles from BIOL 5516. COREQ: BIOL 5516.

**BIOL 5517 Organic Evolution 3 credits.** An integrated study of evolution as a unifying concept in biology. An examination of patterns and processes that affect the origin and diversification of species through time. PREREQ: BIOL 3358.

**BIOL 5518 Ecological Topics 1 credit.** Flexible use of seminars, lectures, and laboratory/field work dealing with current issues in ecology. Topic/emphasis varies. May be repeated until a maximum of 3 credits is earned. PREREQ: BIOL 2209 OR PERMISSION OF INSTRUCTOR.

**BIOL 5519 Mammalian Histology 4 credits.** Study of human animal tissues, including structural and functional characteristics of tissues and organs. PREREQ: BIOL 2206, BIOL 2207, OR BIOL 3303 OR BIOL 3301 AND BIOL 3302. COREQ: BIOL 5519L.

**BIOL 5519L Mammalian Histology 0 credits.** Assignments to apply principles from BIOL 5519. COREQ: BIOL 5519.

**BIOL 5520 Musculo-Skeletal Anatomy 2 credits.** Study of human body structure emphasizing muscular system and its relationship to axial and appendicular skeleton. Focus on extremities, thorax, and pelvis with applications toward normal, diseased and rehabilitative functions. PREREQ: BIOL 3301 AND BIOL 3302.

**BIOL 5523 General Parasitology 3 credits.** Study of the parasitic symBIOles of animals, plants and other organisms focusing on concepts, principles, and consequences of such interactions and the coevolutionary processes by which they are created. PREREQ: BIOL 1101 AND BIOL 1102.

**BIOL 5526 Herpetology 3 credits.** The biology of amphibians and reptiles: lecture topics include evolutionary history, functional morphology, physiological ecology, biogeography, reproductive, and population ecology. Laboratories and field trips cover systematic, natural history, and collecting/sampling techniques. PREREQ: BIOL 2209. COREQ: BIOL 5526L.

**BIOL 5526L Herpetology 0 credits.** Assignments to apply principles from BIOL 5526. COREQ: BIOL 5526.

**BIOL 5527 Ichthyology 3 credits.** The biology of fishes; lecture topics include evolutionary history, functional morphology, physiological ecology, and biogeography. Laboratory and weekend field trips cover identification, life history and collecting techniques. Emphasis on Idaho species. PREREQ: BIOL 2209. COREQ: BIOL 5527L.

**BIOL 5527L Ichthyology Lab 0 Credits.** Assignments to apply principles from BIOL 5527. COREQ: BIOL 5527.

**BIOL 5531 General Entomology 3 credits.** Study of structure, development, classification, and life histories of insects, including ecological, economic and management considerations. An insect collection may be required. Field trips. PREREQ: BIOL 101 AND BIOL 102. COREQ: BIOL 5531L.

**BIOL 5531L General Entomology Lab 0 credits.** Assignments to apply principles from BIOL 5531. COREQ: BIOL 5531.

**BIOL 5532 Biochemistry 3 credits.** Comprehensive discussion/presentation of structure, function and metabolism of biological macromolecules and their constituents, including energetics, regulation, and molecular biology, with emphasis on critical analysis of biochemical issues PREREQ: Organic Chemistry or Introduction to Biology OR PERMISSION OF INSTRUCTOR.

**BIOL 5533 Microbial Physiology 3 credits.** Comparative physiology of microorganisms, including structure/function, metabolic diversity, enzyme mechanisms of microbial metabolism, and physiology of extreme organisms. Lectures, Class Exercises. PREREQ: Microbiology OR PERMISSION OF INSTRUCTOR. COREQ: BIOL 5533L.

**BIOL 5533L Microbial Physiology Lab 1 credit.** Laboratory exercises in comparative physiology of microorganisms. COREQ: BIOL 5533.

**BIOL 5534 Microbial Diversity 3 credits.** Enrichment, cultivation, and isolation of prokaryotes from various metabolic groups and environments. Microorganisms will be identified using classical microbial techniques and modern molecular methodologies. PREREQ: Microbiology and BIOL 5533 OR PERMISSION OF INSTRUCTOR. COREQ: BIOL 5534L.

**BIOL 5534L Microbial Diversity Lab 1 credit.** Enrichment, cultivation and isolation of prokaryotes from various metabolic groups and environments. COREQ: BIOL 5534.

**BIOL 5535 Vertebrate Paleontology 4 credits.** Phylogenetic history of the vertebrates outlined in the light of morphology, classification, evolution, paleoecology, and the significance of fossils. Field trips. Cross-listed as GEOL 5535. PREREQ: GEOL 5531 OR BIOL 3314 OR EQUIVALENT.

**BIOL 5538 Ornithology 3 credits.** Study of the origin, evolution, structure, habits, adaptations, distribution, and classification of birds. Field trips. PREREQ: BIOL 1101 AND BIOL 1102.

**BIOL 5539 Principles of Taphonomy 3 credits.** Effects of processes which modify organisms between death and the time the usually fossilized remains are studied. Emphasis on vertebrates. Cross-listed with ANTH 5539 and GEOL 5539. PREREQ: PERMISSION OF INSTRUCTOR.

**BIOL 5540 Human Gross Anatomy 4 credits.** Comprehensive regional study of gross human anatomy with emphasis on the upper limb, thorax, abdomen, pelvis and perineum. Designed for the first year dental students and complements BIOL 5550. Lecture and - laboratory. COREQ: BIOL 5540L.

**BIOL 5540L Human Gross Anatomy 0 credits.** Assignments to apply principles from BIOL 5540. COREQ: BIOL 5540.

**BIOL 5541 Mammalogy 3 credits.** General study of mammals including classification, identification, habits, ecology, economics, and techniques of study, with emphasis on North American forms. Field trips. PREREQ: BIOL 2209. COREQ: BIOL 5541L.

**BIOL 5541L Mammalogy Lab 0 credits.** Assignments to apply principles from BIOL 5541. COREQ: 5541.

**BIOL 5542 Plant and Animal Interactions 3 credits.** Coevolution of plant and animal form and function emphasizing pollination, herbivory, parasitism, frugivory/seed dispersal, and optimal foraging.

**BIOL 5543 Endocrinology 3 credits.** Study of the anatomy and physiology of the ductless glands and the properties and uses of natural and synthetic hormones. PREREQ: BIOL 3303.

**BIOL 5545 Biochemistry I 3 credits.** Introduction to basic aspects of biochemical systems, including fundamental chemical and physical properties of biomolecules. Enzymology including allosterism, metabolic regulation, bioenergetics, and carbohydrate metabolism. PREREQ: Introduction to Biology and Organic Chemistry OR PERMISSION OF INSTRUCTOR.

**BIOL 5546 Selected Topics in Physiology 1 credit.** Selected topics in physiology for dental students: blood coagulation-complement-kinin systems, prostaglandin and related substances, vitamins, steroids, mucopolysaccharides, collagen and other extracellular matrix molecules and cyto-and molecular genetics.

**BIOL 5547 Biochemistry II 3 credits.** Functional continuation of 5545. Lipid, amino acid and nucleotide metabolism. Emphasis is

on metabolic regulation, metabolic dysfunction, biochemical mechanism of hormone action, biochemical genetics, protein synthesis, and metabolic consequences of genetic defects. PREREQ: BIOL/CHEM 5545.

**BIOL 5548 Advanced Experimental Biochemistry 2 credits.** Advanced laboratory projects designed to emphasize techniques of qualitative and quantitative biochemical analysis. PREREQ: BIOL 5537/CHEM 5538. COREQ: BIOL/CHEM 5547.

**BIOL 5549 Human Physiology I 4 credits.** First of a two-course sequence. Physiology of the nervous, muscular, circulatory, respiratory, and excretory systems. PREREQ: BIOL 2202; CHEM 1111, CHEM L1111, CHEM 1112, CHEM L1112; COREQ: BIOL 5525.

**BIOL 5551 Immunology 3 credits.** Fundamental concepts of antibody-mediated and cell-mediated mechanisms of immunity. In-vivo and in-vitro antigen-antibody interactions are discussed. PREREQ: Microbiology OR PERMISSION OF INSTRUCTOR.

**BIOL 5551L Immunology Laboratory 1 credit.** Selected laboratory experiments to accompany BIOL 5551 Immunology. PREREQ OR COREQ: BIOL 5551. OPEN TO NON-MAJORS BY SPECIAL PERMISSION.

**BIOL 5554 Advanced Immunology 3 credits.** Detailed study of selected areas of immunobiology. Course content will vary with current demand. Students will lead discussions and present current literature. PREREQ: BIOL 5551 AND PERMISSION OF INSTRUCTOR. COREQ: BIOL 5554L.

**BIOL 5555 Pathogenic Microbiology 3 credits.** How the medically important bacteria, viruses and fungi interact with the host to produce disease, including microbe characteristics, pathogenesis, pathological processes, prevention, and treatment methods. PREREQ: Microbiology OR PERMISSION OF INSTRUCTOR.

**BIOL 5555L Pathogenic Microbiology Laboratory 2 credits.** Will emphasize procedures for the isolation and identification of pathogenic bacteria. Clinical specimens will be provided for use in identification of unknowns. PREREQ OR COREQ: BIOL 5555.

**BIOL 5556 Human Physiology II 4 credits.** Physiology of gastrointestinal, endocrine, and reproductive systems. Includes studies of acid-base balance, peripheral circulation, shock, and temperature regulation. PREREQ: BIOL 5549 OR EQUIVALENT.

**BIOL 5559 Fish Ecology 3 credits.** Study of the behavior, habitat use, population dynamics, and management of freshwater fishes, especially salmon and trout. Laboratory and weekend field trips emphasize sampling techniques and data analysis. PREREQ: BIOL 2209, BIOL 3315, BIOL 5527.

**BIOL 5559L Fish Ecology Lab 0 credits.** Assignments to apply principles from BIOL 5559.

**BIOL 5560 Neuroscience 4 credits.** Comprehensive presentation of the anatomy of the central nervous system, the brain and spinal cord. Combined lecture and laboratory demonstration. PREREQ: PERMISSION OF INSTRUCTOR.

**BIOL 5560L Neuroscience Lab 1 credits.** Detailed examination of the gross anatomy and pathways of the human central nervous system. PREREQ: PERMISSION OF INSTRUCTOR.

**BIOL 5561 Advanced Genetics 3 credits.** Detailed and critical consideration of selected genetic topics with emphasis on recent advances. PREREQ: Genetics AND PERMISSION OF INSTRUCTOR.

**BIOL 5562 Freshwater Ecology 3 credits.** Study of the interaction of physical and biotic factors in aquatic communities. Field trips. PREREQ: BIOL 2209. COREQ: BIOL 5562L.

**BIOL 5563 Human Pathophysiology 4 credits.** The study of basic processes underlying diseases with an emphasis on correlating anatomical, functional, and biochemical alterations with clinical manifestations. Laboratory required. PREREQ: BIOL 3301 AND BIOL 3302, OR PERMISSION OF INSTRUCTOR. COREQ: BIOL 5563L.

**BIOL 5563L Human Pathophysiology 0 credits.** Assignments to apply principles from BIOL 5563. COREQ: BIOL 5563.

**BIOL 5564 Lectures in Human Physiology 4 credits.** Physiology of the nervous, muscular, circulatory, respiratory, and excretory systems. PREREQ: BIOL 3301, BIOL 3302, AND ONE YEAR OF COLLEGE CHEMISTRY.

**BIOL 5569 Special Topics in Microbiology 1-4 credits.** Study of selected topics in microbiology. Course contents will vary with topics selected. May be repeated with departmental approval for non-repetitive course content. PREREQ: PERMISSION OF INSTRUCTOR.

**BIOL 5573 Applied and Environmental Microbiology 3 credits.** Concepts in applied microbiology and microbial ecology, including fermentation, biotechnology, and ecophysiology. COREQ: BIOL 5573L.

**BIOL 5575 General Virology 3 credits.** Introduction to the general principles of virology through consideration of structure, genetics, replication and biochemistry of animal and bacterial viruses. PREREQ: COMPLETION OF 90 CREDITS.

**BIOL 5576 Ecology of Water Pollution 3 credits.** Study of the causes of pollution and their effects on the aquatic environment and its inhabitants. Special consideration will be given to the biological and chemical assessment of pollution in streams and to its control. Field work. PREREQ: BIOL 5562 OR PERMISSION OF DEPARTMENT. COREQ: BIOL 5576L.

**BIOL 5576L Ecology of Water Pollution Lab 0 credits.** Assignments to apply principles from BIOL 5576. COREQ: BIOL 5576.

**BIOL 5581-5582 Independent Problems 1-4 credits.** Individual problems will be assigned to students on the basis of interest and previous preparation. May be repeated. PREREQ: A MINIMUM OF TWO COURSES IN BIOLOGICAL SCIENCES AND PERMISSION OF INSTRUCTOR.

**BIOL 5586 Human Systemic Physiology 5 credits.** One semester human physiology course emphasizing the function and regulation of the muscular, skeletal, circulatory, respiratory, urinary, reproductive, and immune systems. PREREQ: CHEM 1111, CHEM L1111, CHEM 1112, CHEM L1112; BIOL 3301 AND BIOL 3302 OR EQUIVALENT. COREQ: BIOL 5586L.

**BIOL 5586L Human Systemic Physiology 0 credits.** Assignments to apply principles from BIOL 5586. COREQ: BIOL 5586.

**BIOL 5588 Advanced Radiobiology 3 credits.** An advanced-level class covering aspects of molecular radiobiology, teratogenesis, -oncogenesis, and acute radiation illnesses. It also considers nonstochastic radiation effects and the epidemiology of radiation exposures. Cross-listed as PHYS 5588. PREREQ: PERMISSION OF INSTRUCTOR.

**BIOL 5589 Field Ecology 3 credits.** An intensive field of study of at least one biogeographical region to increase students' knowledge of and skill with field sampling techniques, field-study design, data collection and analysis, and report preparation. PREREQ: BIOL 2209.

**BIOL 5595 Ethology 3 credits.** Behavior of animals and the evolutionary mechanisms that dictate behavioral patterns. PREREQ: UPPER DIVISION OR GRADUATE STATUS.

**BIOL 5521 Ecological Concepts 3 credits.** Major concepts in ecology in relation to environmental degradation, pollution, hazardous materials, and environmental management. Credit may not be used for a graduate degree in biology.

**BIOL 6601 Animal Behavior 3 credits.** Behavior and social organization of animals with particular attention to the vertebrates. Lecture, laboratory, and field work. PREREQ: GRADUATE STANDING AND PERMISSION OF DEPARTMENT.

**BIOL 6602 Advanced Plant Physiology 3 credits.** Study of interrelationships of soil, water, and minerals in the nutrition of plants. PREREQ: BIOL 5504.

**BIOL 6603 Comparative Physiology 3 credits.** Study of the ways in which organisms meet their functional requirements. Lecture and laboratory. PREREQ: GRADUATE STANDING AND PERMISSION OF DEPARTMENT.

**BIOL 6604 Advanced Limnology: Streams and Biotic Production 3 credits.** Study of the ecology of streams; chemical, physical, and geological aspects in relation to biota. The production of organic matter in flowing water is emphasized, including the tracing of food chains and food webs and the construction of energy budgets. Field trips. PREREQ: PERMISSION OF INSTRUCTOR.

**BIOL 6605 Biometry 4 credits.** Application of descriptive and analytical statistical methods to experimental design and biological research. PREREQ: MATH 1143 OR EQUIVALENT OR PERMISSION OF INSTRUCTOR.

**BIOL 6606 Scientific Writing 3 credits.** Review of basic principles of grammar, organization, style, and persuasive argument as applied to specific areas of scientific writing. Each student will write proposals, technical reports and review manuscripts, and reviews of proposals and manuscripts.

**BIOL 6607 Environmental Physiology 3 credits.** Study of the physiological mechanisms and interrelated behavioral patterns by which animals respond to environmental factors. PREREQ: GRADUATE STANDING AND PERMISSION OF INSTRUCTOR.

**BIOL 6610 Principles of Molecular Biology 3 credits.** Introduction to subcellular biology and molecular genetics. DNA replication, cell division, the genetic code, transcription, translation, enzyme function, and control mechanisms in procaryotic and eucaryotic cells. PREREQ OR COREQ: BIOL 5532.

**BIOL 6613 Biogeography 3 credits.** Discussion of patterns of distribution of species and their historical and ecological causes. Includes research project.

**BIOL 6614 Evolutionary Ecology 3 credits.** Evolutionary theory applied to ecological processes, including selection theory, ecological genetics, life-history evolution and coevolution. PREREQ: BIOL 2209, BIOL 3358, BIOL 5517.

**BIOL 6616 Advanced Community Ecology 4 credits.** Historical and contemporary concepts and methods in community ecology and its interface with other fields, including molecular biology, informatics, conservation, social sciences, and landscape and ecosystem ecology. Emphasizes quantitative models and data analysis.

**BIOL 6621 Advanced Methods in Microbiology 3 credits.** PREREQ: GRADUATE STANDING AND PERMISSION OF INSTRUCTOR.

**BIOL 6623 Soil and Ground Water Bioremediation 3 credits.** Theoretical and applied aspects of biological treatment for contaminated subsurface systems.

**BIOL 6624 Microbial Ecology 3 credits.** Ecological principles applied to microorganisms. PREREQ: GRADUATE STANDING AND A COURSE IN MICROBIOLOGY.

**BIOL 6628 Cytology and Cell Physiology 4 credits.** Advanced study of the functions and structural components of cells. Lecture and laboratory. PREREQ: GRADUATE STANDING AND PERMISSION OF INSTRUCTOR.

**BIOL 6629 Basic Concepts in Biology 3 credits.** Considerations of fundamental concepts of biology, their origin and development. PREREQ: PERMISSION OF INSTRUCTOR.

**BIOL 6631-6632 Advanced Systematic Botany 3 credits.** Classification of plants as it rests on morphological, chemical, ecological, and genetic bases. PREREQ: BIOL 5512.

**BIOL 6633 Advanced Microbial Physiology 3 credits.** Advanced topics in microbial physiology and biochemistry. PREREQ: BIOL 5532 AND PERMISSION OF INSTRUCTOR.

**BIOL 6648 Graduate Problems 1-9 credits per semester** (may be repeated). Thesis related research. PREREQ: GRADUATE STANDING AND PERMISSION OF INSTRUCTOR. Graded S/U.

**BIOL 6651 Advanced Studies in Ecology 2-6 credits.** Flexible use of seminars, lectures, and laboratory work dealing with ecological relationships. May be repeated.

**BIOL 6652 Advanced Studies in Physiology 2-6 credits.** Flexible use of seminars, lectures, and laboratory work dealing with problems in physiology. May be repeated.

**BIOL 6653 Advanced Studies in Vertebrate Zoology 2-6 credits.** Flexible use of seminars, lectures, and laboratory work dealing with problems in vertebrate zoology.

**BIOL 6654 Advanced Studies in Invertebrate Zoology 2-6 credits.** Flexible use of seminars, lectures, and laboratory work dealing with problems in invertebrate zoology. May be repeated.

**BIOL 6655 Advanced Studies in Vertebrate Paleontology 2-6 credits.** Flexible use of seminars, lectures, and laboratory work dealing with problems in vertebrate paleontology. May be repeated.

**BIOL 6656 Advanced Studies in Systematic Biology 2-6 credits.** Flexible use of seminars, lectures, and laboratory work dealing with problems in systematic biology. May be repeated.

**BIOL 6657 Advanced Studies in Plant Biology 2-6 credits.** Flexible use of seminars, lectures, and laboratory work dealing with - problems in plant biology. May be repeated.

**BIOL 6658 Advanced Studies in Limnology 2-6 credits.** Flexible use of seminars, lectures, and laboratory work dealing with problems in limnology. May be repeated.

**BIOL 6659 Advanced Studies in Genetics 2-6 credits.** Flexible use of seminars, lectures, and laboratory work dealing with problems in genetics. May be repeated.

**BIOL 6660 Selected Topics in Biochemistry 3 credits.** Detailed study of selected areas of biochemistry. Course content will vary with current demand. PREREQ: BIOL 5532 OR PERMISSION OF INSTRUCTOR.

**BIOL 6661 Advanced Studies in Environmental Physiology 2-6 credits.** Flexible use of seminars, lectures, and laboratory work dealing with problems in environmental physiology. May be repeated.

**BIOL 6662 Advanced Studies in Developmental Biology 2-6 credits.** Flexible use of seminars, lectures, and laboratory work dealing with problems in developmental biology. May be repeated.

**BIOL 6679 Electron Microscopy 5 credits.** Introduction to uses of the electron microscope in biological research. Designed to develop proficiency in use and operation of the electron microscope, specimen preparation for electron microscopy, and photographic skills as applied to electron microscopy. In addition, students will develop a special project for individual study. Enrollment limited to students who have a demonstrated need to learn electron microscopy techniques. PREREQ: BIOL 5579, GRADUATE STANDING, AND PERMISSION OF INSTRUCTOR.

**BIOL 6687 Environmental Science and Pollutants 3 credits.** Structure and function of ecosystems, sources and characteristics of hazardous materials, mechanisms and pathways of pollutant transport and degradation, mechanisms of pollutant impact on ecosystems and human health. PREREQ: BIOL 5521, AN UNDERGRADUATE ECOLOGY COURSE, OR EQUIVALENT.

**BIOL 6691 Seminar 1 credit.** Review of current research and literature. May be repeated until a maximum of 4 credits is earned. Graded S/U.

**BIOL 6692 Seminar 1 credit.** Review of current research and literature. May be repeated until a maximum of 4 credits is earned. Graded S/U.



**CHEM 5507 Inorganic Chemistry II 2 credits.** Structure and reactivity of inorganic compounds including coordination compounds; acid-base chemistry and nonaqueous solvent systems; organometallic chemistry and other special topics of current interest. PREREQ: CHEM 2211, CHEM 3352, OR PERMISSION OF INSTRUCTOR.

**CHEM 5533 Environmental Chemistry 2 credits.** This course applies chemical principles and calculation to investigate environmental issues. Natural systems, environmental degradation and protection, and the methodology of chemical detection and monitoring. PREREQ: CHEM 2232 AND CHEM 2234, OR PERMISSION OF INSTRUCTOR.

**CHEM 5537 Environmental Chemistry Laboratory 1 credit.** This laboratory course utilizes both structured and self-designed field and classroom experiments to emphasize principles of environmental chemistry. COREQ: CHEM 5535, OR PERMISSION OF INSTRUCTOR.

**CHEM 5538 Experimental Biochemistry 1 credit.** Laboratory course including both qualitative and quantitative experiments. Cross-listed as BIOL 5538. PREREQ or COREQ: BIOL 5532 or BIOL/CHEM 5545

**CHEM 5545 Biochemistry I 3 credits.** Introduction to basic aspects of biochemical systems, including fundamental chemical and physical properties of biomolecules. Enzymology including allosterism, metabolic regulation, bioenergetics, and carbohydrate metabolism. Cross-listed as BIOL 5545. PREREQ: Introduction to Biology and Organic Chemistry OR PERMISSION OF - INSTRUCTOR.

**CHEM 5547 Biochemistry II 3 credits.** Functional continuation of 5545. Lipid, amino acid and nucleotide metabolism. Emphasis is on metabolic regulation, metabolic dysfunction, biochemical mechanism of hormone action, biochemical genetics, protein synthesis, and metabolic consequences of genetic defects. Cross-listed as BIOL 5547. PREREQ: BIOL/CHEM 5545

**CHEM 5553 Modern Experimental Physical Chemistry 2 credits.** Magnetic, optical, and electrical properties of materials, calorimetry, voltammetry, optical and laser spectroscopic techniques. PREREQ: CHEM 3334 AND CHEM 3352.

**CHEM 5581-5582 Independent Problems in Chemistry 1-4 credits each.** Directed library and laboratory research. Courses may be repeated to a maximum of 6 credits. PREREQ: CHEM 3352.

**CHEM 5591 Seminar 1 credit.** A formal introduction to the chemical literature including electronic methods of literature searching. A detailed treatment of methods for presenting scientific seminars including a full-length student presentation on selected library or laboratory research. COREQ: CHEM 5581, 5582, 4485, OR PERMISSION OF INSTRUCTOR.

**CHEM 6601 Seminar 1 credit.** Oral reports of current literature and research in chemistry. This course may be taken multiple times as determined by degree requirements. Graded S/U.

**CHEM 6609 Advanced Inorganic Chemistry 3 credits.** Synthesis, reactions, spectroscopic characterization methods, and application of transition metal complexes. Foci will vary and may include metal carbon bond transformations, bioinorganic chemistry, or materials chemistry. PREREQ: Chem 5507 OR PERMISSION OF INSTRUCTOR.

**CHEM 6621 Organic Reactions 3 credits.** Advanced study of organic chemical reactions with emphasis on synthetic applications. PREREQ: CHEM 3302.

**CHEM 6630 Advanced Analytical Chemistry 3 credits.** Advanced treatment of standards, sampling, special methods of analysis, and methods of separation. PREREQ: CHEM 3302, CHEM 3304, CHEM 3334 AND CHEM 3352, OR PERMISSION OF - INSTRUCTOR.

**CHEM 6650 Thesis 1-10 credits.** Graded S/U.

**CHEM 6655 Advanced Physical Chemistry 3 credits.** Introductory material from quantum chemistry and statistical mechanics with applications in chemical thermodynamics. PREREQ: CHEM 3352, OR PERMISSION OF INSTRUCTOR.

**CHEM 6671 Advanced Organic Chemistry 3 credits.** Kinetics and mechanisms in organic reactions. PREREQ: CHEM 3302 AND CHEM 3352, OR PERMISSION OF INSTRUCTOR.

**ECON 5504 Game Theory 3 credits.** A mathematical modeling technique used to describe the behavior of interdependent economic agents. We define Nash equilibria in games with varying information structures: normal and extensive form games of perfect, imperfect and incomplete information. PREREQ: ECON 2210 AND ECON 2202.

**ECON 5509 Industrial Organization 3 credits.** Industrial organization extends the theory of the firm to examine firms' strategic behavior, including methods to differentiate products and aggressive pricing schemes, and the government's response to these activities. PREREQ: ECON 2210 AND ECON 2202.

**ECON 5511 Political Economy 3 credits.** A critical introduction to the relationship between economic institutions and social analysis. The social implications of different views on economic concepts, such as the division of labor, capital, and value, are investigated from a classical, neoclassical and an institutional perspective.

**ECON 5533 Economic Development 3 credits.** Theories and principles of economic development, characteristics, and problems of

underdeveloped and developing countries, alternative techniques and policies for the promotion of growth and development.

**GEOL 5502 Geomorphology 4 credits.** Process-response approach to landforms and landscapes. Historical perspectives, endo- and exogenetic processes, equilibrium and relict landforms. Emphasis on interrelations among various geologic sub-disciplines. Field trips, some lab exercises. PREREQ: GEOL 3313 OR PERMISSION OF INSTRUCTOR.

**GEOL 5502L Geomorphology Laboratory 0 credits.**

**GEOL 5503 Principles of Geographical Information System 3 credits.** Study of GIS fundamentals, introduction to GPS, databases, and metadata. Practical application of ESRI ArcView®. Build, edit, and query a GIS; basic spatial analysis. Requires competence in computer operating systems. PREREQ: CIS 1101 OR INSTRUCTOR APPROVAL; COREQ: GEOL 5503L.

**GEOL 5503L Principles of GIS Laboratory 0 credits.** Computer lab assignments to apply principles from GEOL 5503.

**GEOL 5504 Advanced Geographic Information Systems 3 credits.** Study of relational databases, including spatial analysis, and remote sensing. Practical application of Arc/Info and Idrisi. Exercises include digitizing, querying, digital terrain modeling, and image processing. PREREQ: GEOL 5503, GEOL 5503L OR PERMISSION OF INSTRUCTOR.

**GEOL 5506 Environmental Geology 3 credits.** Humans and the environment. Topics include: industrial exploitation of fossil fuels, energy sources, soils, water and other materials, environmental health, pollution, waste disposal, hazards, disasters, and land use. PREREQ: GEOL 1100 OR GEOL 1101.

**GEOL 5507 GPS Application in Research 3 credits.** Overview of satellite positioning systems usage. Topics include GPS theory, basic mapping concepts, use of mapping grade receivers for GIS data collection, and processing of carrier phase data for high precision applications.

**GEOL 5508 GeoTechnology Seminar 2 credits.** GIS applications in natural and social sciences; ethical and legal issues, current status and recent advances in GeoTechnology. Lectures, discussion, readings. PREREQ: GEOL 5503, GEOL 5503L OR PERMISSION OF INSTRUCTOR.

**GEOL 5509 Remote Sensing 3 credits.** Fundamentals and applications of single frequency, multispectral, and hyperspectral remote sensing for physical, natural, engineering, and social sciences. Emphasis on acquiring, processing, integrating, and interpretation of imagery. Requires competence in computer operating systems.

**GEOL 5510 Science in American Society 2 credits.** Observational basis of science; technology's historical influences on scientific developments; perceptions of science in contemporary America; tools/strategies for teaching science. Cross-listed as PHYS 5510. PREREQ: JUNIOR STANDING AND PERMISSION OF INSTRUCTOR.

**GEOL 5515 Quaternary Global Change 3 credits.** Use and interpretation of landforms, sediments, and fossil life in the reconstruction of Quaternary events, environment, and climates. PREREQ: PERMISSION OF INSTRUCTOR.

**GEOL 5516 Global Environmental Change 3 credits.** Analysis of the causes and effects of both natural and human-induced environmental change. Integrates knowledge from other Earth Systems Science Courses, and examines and analyzes relevant problems in global environmental change using scientific methods. PREREQ: GEOL 1115, GEOL 1115L, GEOL 2310, GEOL 5506, and BIOL 2209.

**GEOL 5517 General Soils 3 credits.** Formation, morphology, and distribution of soils, including developments in soil classification. PREREQ: GEOL 1100 OR GEOL 1101 OR GEOL 1115, OR PERMISSION OF INSTRUCTOR.

**GEOL 5520 Principles of Geochemistry 3 credits.** Chemistry of the earth; discussion of factors controlling abundance, distribution, and migration of chemical elements within the earth. PREREQ: GEOL 2211, AND CHEM 1111, CHEM L1111, CHEM 1112, CHEM L1112, OR PERMISSION OF INSTRUCTOR.

**GEOL 5527 Information Technology for GIS 3 credits.** Study of servers, networks, system administration, relational database design and management, spatial database engines, and serving maps on the internet. The course uses traditional lectures along with demonstrations, and hands-on exercises. PREREQ: GEOL 5503, GEOL 5503L OR PERMISSION OF INSTRUCTOR.

**GEOL 5528 Programming for GIS 3 credits.** Course introduces students to Visual Basic programming for GIS. Students will learn the fundamentals of object oriented programming, rapid application development, basic coding, help documentation, and compiling. Students will complete a project where they develop a GIS utility of their choice. PREREQ: MATH 1147 AND GEOL 1100 OR 1101, OR PERMISSION OF INSTRUCTOR.

**GEOL 5530 Principles of Hydrogeology 3 credits.** Surface and groundwater occurrence, movement and recovery, water quality and pollution, well construction principles, and computer modeling. PREREQ: GEOL 1100 OR GEOL 1101, OR PERMISSION OF INSTRUCTOR.

**GEOL 5551 Field Methods in Environmental Sciences 3 credits.** Practical application of field methods with an Earth systems focus. Analysis of topographic and vegetational data, hydrologic methods, riverine processes and habitat, and soil characteristics, emphasizing use of GIS, GPS, remote sensing and other geotechnologies. Two-week summer course at Lost River Field Station. PREREQ: GEOL 5503 and GEOL 5503L, and either GEOL 5515 or GEOL 5516, and BIOL 2209.

**GEOL 5571 Historical Geography of Idaho 3 credits.** Influences of geography and geology on Idaho's economic, political and cultural history. May be team taught and include field trips, discussion sections. Cross-listed as HIST 5571 and POLS 5571.

**GEOL 5580 Special Topics in GIS 1-3 credits.** Visual Basic programming for GIS. May be repeated. PREREQ: GEOL 5503 and GEOL 5503L OR PERMISSION OF INSTRUCTOR.

**GEOL 5581 GeoTechnology Internship 1-3 credits.** Choose a project with either natural resource or municipal GIS emphasis and work with real-world data at the internship's off-campus location. Projects focus on using/creating geotechnical data. PREREQ: GEOL 5503 and GEOL 5503L OR PERMISSION OF INSTRUCTOR.

**GEOL 5591 Seminar 1 credit.** Field trip or discussion of current geologic literature and geologic problems. May be repeated until 3 credits are earned. PREREQ: PERMISSION OF INSTRUCTOR. Graded S/U.

**GEOL 6602 Advanced Geomorphology 3 credits.** Seminar in the treatment of theoretical concepts in classical and modern geomorphology.

**GEOL 6603 Geologic Writing Seminar 1 credit.** Review of quality geologic writing practices; extended field trip and introduction to regional geology. Topics include databases, abstracts, stratigraphic terminology, grant proposals, thesis prospecti, and use of reference library. Required for all Geosciences graduate students.

**GEOL 6604 Watershed Modeling 3 credits.** Use of geographic information systems and integrated simulation models to study the hydrologic cycle, water quality, agricultural and industrial impacts, environmental and related issues at the watershed scale. PREREQ: GEOL 5404.

**GEOL 6606 Geostatistical Spatial Data Analysis and Modeling 4 credits.** Description, analysis and modeling of spatial data in the geosciences, emphasizing hands-on application of geostatistical software tools for spatial analysis and probabilistic modeling in petroleum and groundwater reservoirs, environmental remediation, and mining or any application involving spatially-varying data. PREREQ: PERMISSION OF INSTRUCTOR.

**GEOL 6607 Spatial Analysis 3 credits.** This course focuses on advanced techniques for spatial data analysis covering issues in sampling, characterizing, visualizing, exploring and modeling spatial data. Techniques for point patterns, continuous data, area data, and spatial interaction data will be emphasized. PREREQ: GEOL 5503, MATH 1170/1175, AND A BASIC STATISTICS CLASS (e.g., MATH 2253) OR PERMISSION OF INSTRUCTOR.

**GEOL 6609 Advanced Image Processing 1 credit.** An advanced-level course in image processing techniques, such as using transforms, filters, and classifiers for data derived in the visible, infrared, and microwave. Specific topics include preprocessing, endmember analysis, classification (including spectral unmixing), and accuracy assessment. Practical application of theory for graduate student theses and dissertations. PREREQ: GEOL 5509.

**GEOL 6617 Environmental Geochemistry 3 credits.** Geochemistry of environmental systems. Emphasis given to low-temperature water-rock interactions, including sorption processes, retardation, reaction kinetics and reaction-mass transport modeling. Cross-listed as CHEM 6617. PREREQ: CHEM 1112 AND GEOL 5520 OR CHEM 3351.

**GEOL 6628 Advanced GIS Programming 3 credits.** Course focuses on Visual Basic for Applications (VBA) programming for ArcGIS. Students will learn to navigate, interact, and utilize ArcObjects to customize ArcGIS and to create and distribute their own customizations (i.e., dll). PREREQ: GEOL 5503, GEOL 5528, AND PERMISSION OF INSTRUCTOR.

**GEOL 6630 Advanced Hydrogeology 3 credits.** Advanced topics in hydrogeology, including precipitation and stream flow, soil moisture, principles and modeling of groundwater flow, migration of wastes in both saturated and unsaturated zones, design and impact of production wells, water chemistry. PREREQ: GEOL 5530 OR EQUIVALENT.

**GEOL 6648 Research Problems 1-6 credits.** Independent research on non-thesis subject matter, subject to approval of the staff before results receive credit. Course may be repeated until 10 credits are earned.

**GEOL 6650 Thesis 1-9 credits.** Ordinarily a fieldproblem with supporting laboratory work undertaken by the student with approval of the geology graduate faculty, and after a thesis prospectus has been accepted. May be repeated. Graded S/U.

**GEOL 8850 Doctoral Dissertation (Ph.D. in Engineering and Applied Science) variable credits.** Research toward and completion of the dissertation. May be repeated Graded S/U.

**HIST 5505 Problems in History 3 credits.** A thorough consideration of historical problems, particularly from a comparative perspective. Designed to give deeper insight into problems, issues, and topics which are treated more generally in other courses. May be repeated with different content.

**HIST 5521 Federal Indian Relations 3 credits.** This course provides a legal-historical examination of the relationship between North American tribal peoples and the U.S. federal government between 1750 and the present. Special emphasis will be placed on Indian removal, assimilation policy, treaty negotiation, the Dawes Severalty Act, education policy, Indian reorganization policy, and termination.

**HIST 5523 Idaho History 3 credits.** A survey of the social, cultural, environmental, and political history of Idaho from pre-contact indigenous cultures to the present, emphasizing Idaho's relation to other states and regions in the West.

**HIST 5525 Women in the North American West 3 credits.** Comparative examination of the varied experiences of women in the North American West. Analyzes perceptions of women and women's views of themselves, women's activism, and women's cultural activities. Places special emphasis on the use of non-textual historical sources in uncovering the past lives of North American western women.

**HIST 5527 North American West 3 credits.** History of the North American West from pre-contact indigenous cultures to the present, with an emphasis on exploration, settlement, ethnic groups, borderlands, environment, federal policy, and cultural depictions.

**HIST 5530 Global Environmental History 3 credits.** Comparative examinations of historical interactions between humans and environmental factors in various time periods and regions throughout the world, and an assessment of their impacts on historical change.

**HIST 5535 Colonial Frontiers in America and Africa 3 credits.** A comparative examination of exploration, conquest, and resistance, and the interaction of cultures in frontier settings. Examines both the realities of the frontier and their impact on Western thought and imagination.

**HIST 5544 Victorian England and After 3 credits.** England, 1837 to the present. An examination of the cultural, social, political, and economic history of the most prosperous and productive period of English history including British national and imperial decline in the twentieth century.

**HIST 5548 Medieval Social and Economic History 3 credits.** Analyzes the impact of political instability, migration and environment upon Europeans (AD 200 - 1400).

**HIST 5561 Independent Study: U.S. 1-3 credits.** Selected readings in areas and periods not covered by the regular curriculum offerings. May be repeated. PREREQ: PREVIOUS UPPER-DIVISION COURSE WORK IN THE SUBJECT AREA, WITH A MINIMUM GRADE OF A-; GPA OF 3.5 IN ALL HISTORY COURSES; PERMISSION OF INSTRUCTOR; AND APPROVAL BY THE DEPARTMENT CHAIR.

**HIST 5562 Independent Study: Europe 1-3 credits.** Selected readings in areas and periods not covered by the regular curriculum offerings. May be repeated. PREREQ: PREVIOUS UPPER-DIVISION COURSE WORK IN THE SUBJECT AREA, WITH A MINIMUM GRADE OF A-; GPA OF 3.5 IN ALL HISTORY COURSES; PERMISSION OF INSTRUCTOR; AND APPROVAL BY THE DEPARTMENT CHAIR.

**HIST 5563 Independent Study: World Regions 1-3 credits.** Selected readings in areas and periods not covered by the regular curriculum offerings. May be repeated. PREREQ: PREVIOUS UPPER-DIVISION COURSE WORK IN THE SUBJECT AREA, WITH A MINIMUM GRADE OF A-; GPA OF 3.5 IN ALL HISTORY COURSES; PERMISSION OF INSTRUCTOR; AND APPROVAL BY THE DEPARTMENT CHAIR.

**HIST 5571 Historical Geography of Idaho 3 credits.** Influences of geography and geology on Idaho's economic, political and cultural history. May be team taught, and includes field trips, discussion sections. Cross-listed as GEOL 5571 and POLS 5571.

**HIST 5578 Imperialism and Progressivism 3 credits.** A study of the world 1880-1920. Movements of change within the West, Third World responses to the Western challenge, and global crisis.

**HIST 5579 Disease and U.S. Public Health 3 credits.** A survey of health, disease, and public health developments in American history. The course takes a broad approach to health, but includes the development of public health offices, the role of disease in society, specific diseases and related eradication programs, and questions related to health, equity, and civil liberties.

**HIST 5589 GIS for Social Sciences 3 credits.** An introduction to geographic information systems theory and applications focusing on subjects related to human systems in historical context (census, health, urban communities, etc.). Students will work directly with GIS software and learn foundational data management and processing skills along with introductory spatial analysis. Requires competence in computer operating systems.

**HIST 5590 Cartography: History and Design 3 credits.** History of how map-makers represent geographic, spatial data. Special attention to the elements of successful cartographic design.

**HIST 5590L Cartography Lab 1 credit.** Focuses on the application of Cartographic design concepts and techniques discussed in lecture. Provides students with hands-on practice designing map products of publication quality.

**HIST 6600 Graduate Proseminar 3 credits.** Introduction to graduate studies. Focus on contemporary historiographical debates, with emphasis on understanding significant developments in the profession. May be repeated with different topics.

**HIST 6610 Geographic Information Systems in Historical Studies 3 credits.** Introduction to the use of GIS in historical studies. Detailed examination of major projects around the world, of handling uncertainty and fragmentary data, and of problems of interoperability in integrating data about a place and sharing data from different studies. Practice in using primary sources in conjunction with GIS and related Information Technologies and in creating and using geographically integrated history databases. PREREQ: TRAINING IN GEOGRAPHICAL INFORMATION SYSTEMS.

**HIST 6621 Seminar: Interdisciplinary Topics in Social Sciences 3 credits.** Examination of selected topics in the social sciences from the analytic orientations and perspectives common and peculiar to the disciplines of political science, economics, sociology, and history.

**HIST 6642 Conferences and Grants 3 credits.** Emphasizes visual and oral skills for disseminating research to professional audiences. Students will develop and organize a campus-wide colloquium highlighting graduate research. Provides an introduction to grant writing with a focus upon funding sources for the social sciences and humanities.

**HIST 6645 Independent Research Project 1-6 credits.** Individual research project employing Geographic Information Systems. Topic selected by the student. May be repeated up to six credits. PREREQ: PERMISSION OF INSTRUCTOR WHO WILL DIRECT THE PROJECT AND OF THE STUDENT'S HISTORICAL RESOURCES MANAGEMENT GRADUATE COMMITTEE.

**HIST 6650 Thesis 1-9 credits.** Open to students seeking the M.A. in Historical Resources Management with the thesis option. May be repeated. Graded S/U.

**HIST 6664 Graduate Internship 3-12 credits.** Supervised experience in the application of Geographic Information Systems (GIS) and other relevant Information Technologies to a historical project in a collaborative work environment. May be repeated. PREREQ: PERMISSION OF INSTRUCTOR WHO WILL DIRECT THE INTERNSHIP AND OF THE STUDENT'S HISTORICAL RESOURCES MANAGEMENT GRADUATE COMMITTEE.

**PHYS 5505 Advanced Laboratory 2 credits.** Experiments in radiation detection and measurement, nuclear spectroscopy including x-ray and gamma spectroscopies, neutron activation and ion beam methods. Available to Geology, Engineering, Health Physics, and Physics majors. PREREQ: PERMISSION OF INSTRUCTOR.

**PHYS 5509 Introductory Nuclear Physics 3 credits.** A course in Nuclear Physics with emphasis upon structural models, radioactivity, nuclear reactions, fission and fusion. PREREQ: KNOWLEDGE OF ELEMENTARY QUANTUM MECHANICS AND DIFFERENTIAL EQUATIONS OR PERMISSION OF INSTRUCTOR.

**PHYS 6615 Neutron Activation Analysis 4 credits.** Theory and use of neutron activation methods for quantitative chemical analysis of natural and synthetic materials. Applications in geologic systems will be emphasized. Cross-listed as CHEM 6615, GEOL 6615. PREREQ: PERMISSION OF INSTRUCTOR.

**POLS 5501 Political Parties and Interest Groups 3 credits.** The nature and development of political parties and pressure groups as exemplified in the United States.

**POLS 5504 The Legislative Process 3 credits.** Nature and functions of the U.S. Congress. Topics covered: Legislative campaigns, the politics of law-making, congressional investigations, and major problems facing the Congress.

**POLS 5527 Voting and Public Opinion 3 credits.** Analysis of the way citizens and government communicate with each other. Elections, public opinion, and media influence are studied.

**POLS 5506 Intergovernmental Relations 3 credits.** Analysis of patterns of intergovernmental relations including changing patterns of program and fiscal responsibility in the federal system. The emerging role of new federal structures, state and substate regional organizations will be reviewed in the context of "new" federalism and its implications for intergovernmental relationships.

**POLS 5508 Metropolitan and Urban Studies 3 credits.** Analysis of metropolitan and smaller urban systems with emphasis on relationships among general groups, political organizations and institutions. Federal, state and interlocal programs will serve as a focus for analyzing particular problems of metropolitan and urban systems in the 20th century.

**POLS 5509 Community and Regional Planning 3 credits.** Steps involved in planning will be analyzed in the context of community and regional decision-making processes. Two perspectives will be stressed—that of the decision-maker, the social structure within which the decision-maker operates and strategies for implementing decision; and that of the citizen or group interest which lies outside the power structure of the community. Each perspective will be used as a framework for analyzing power configurations, techniques of identifying patterns of decision making, and various forms of citizen participation.

**POLS 5553 Public Policy Analysis 3 credits.** Theoretical and practical analyses of public policies, including theories of policy formation and their political implementation through governmental institutions. Case studies will provide the means of analyzing specific policy problems.

**POLS 5555 Environmental Politics and Policy 3 credits.** Study of the political forces affecting environmental policy and investigation of several specific policies affecting the environment, such as pollution control, energy production, hazardous chemicals, and the public lands.

**POLS 5566 Public Lands Policy 3 credits.** Analysis of the historical and contemporary use and disposition of the federal public lands. The agencies that manage the public lands, major laws, and regulations and the political conflict that surrounds their use and conservation.

**POLS 5578 Federal Indian Law 3 credits.** Examination of tribal governments; their relationship with the federal government; sovereignty, jurisdictional conflicts over land and resources; and economic development. Cross-listed as ANTH 5578.

**POLS 5579 Tribal Government 3 credits.** Complex legal position of Indian tribes as self-governing entities; principles of inherent powers; governmental organization, lawmaking, justice, relation to state and federal government. Cross-listed as ANTH 5579.

**POLS 5512 Modern Political Analysis 3 credits.** Methods of political inquiry and theories and doctrines of politics, with emphasis on modern developments.

**POLS 5519 Political Research Methods 3 credits.** This class investigates the theory and application of various research methods and statistical techniques common to the social sciences, with particular reference to their use in political inquiry.

**POLS 5519L Political Research Methods Lab 1 credit.** Application of, and practice in research methods.

**POLS 5505 Administrative Process 3 credits.** Analysis of the principles of public administration with an introduction to theories of organization and administration.

**POLS 5541 Administrative Law 3 credits.** Introductory survey of the legal principals defining governmental administrative processes. Topics include judicial review, tort liability of governments and offices, rules and rule-making, due process, and the limits of administrative discretion.

**POLS 5567 State and Local Administration 3 credits.** Seminar in the practice and principles of state, municipal, and sub-state management. Emphasis is given to the evolution of interaction between different branches of sub-national government.

**POLS 5542 Constitutional Law 3 credits.** Analysis of opinions of the United States Supreme Court concerning the distribution of authority between the national government and the states and the relationship among the branches of the national government.

**POLS 6606 Environmental Law and Regulation 3 credits.** Federal, state, and local environmental regulations addressing environmental impact assessment; water and air pollution control, hazardous waste, resource recovery, reuses, toxic substances, occupational safety and health radiation, siting, auditing, liability. Cross-listed as ENGR 6606. PREREQ: PERMISSION OF INSTRUCTOR.

**POLS 6616 Seminar: Public Administration and Public Policy 3 credits.** Analysis of selected topics and academic literature in public administration and public policy.

**POLS 6620 Seminar: Philosophy of Social Science 3 credits.** The application of mathematical and scientific methods to the study of social, economic, and political life will be considered through the reading of certain seminal writings. Attention will be given to the fundamental assumptions about the nature of scientific rationality. Required of all D.A. students.

**POLS 6621 Seminar: Interdisciplinary Topics in Social Science 3 credits.** Examination of selected topics in the social sciences from the analytic orientations and perspectives common and peculiar to the disciplines of political science economics and sociology. Required of all D.A. students.

**POLS 6622 Public Administration Research Methods 3 credits.** Emphasis on the role of research methodology in administrative decision-making. Topics to be covered include modeling, evaluation design, ethics, sampling, data collection, data processing, data analysis, and report writing.

**POLS 5501 Political Parties and Interest Groups 3 credits.** The nature and development of political parties and pressure groups as exemplified in the United States.

**POLS 5504 The Legislative Process 3 credits.** Nature and functions of the U.S. Congress. Topics covered: Legislative campaigns, the politics of law-making, congressional investigations, and major problems facing the Congress.

**POLS 5527 Voting and Public Opinion 3 credits.** Analysis of the way citizens and government communicate with each other. Elections, public opinion, and media influence are studied.

**SOC 5503 Contemporary Sociological Theory 3 credits.** Survey and appraisal of sociological theories since 1945: structural functionalism, rational choice, conflict, symbolic interactionism, and phenomenology.

**SOC 5508 Statistical Analysis 3 credits.** Emphasizes advanced techniques in research design, data measurement, and multivariate analysis utilizing computer application.

**SOC 6601 Sociological Theories 3 credits.** A seminar in selected topics in theory which will focus on either historical, comparative or contemporary theories. May be repeated for up to 9 credits.

**SOC 6603 Topics in Methods 3 credits.** In depth focus on methodological topics relevant and timely to students' needs and interests. May be repeated up to 6 credits.

**SOC 6605 Social Organization 3 credits.** A seminar in selected topics of social organization and disorganization which will include such themes as complex organization, industrial sociology, community, and urban studies. May be repeated for up to 6 credits.

**SOC 6607 Topics in Diversity 3 credits.** A seminar in selected topics of social differentiation such as stratification, minorities, etc.

May be repeated for up to 6 credits.

**SOC 6613 Social Behavior 3 credits.** A seminar in social interaction which will consider such themes as collective behavior, social psychology, deviance, ethnography, and neo-positive approaches to behavioral analysis. May be repeated up to 6 credits.

**SOC 6615 Social Institutions 3 credits.** A seminar in selected aspects of medicine, law and crime, media, corporations, sports, religion, family, education, and political sociology. May be repeated up to 9 credits.

**SOC 6621 Seminar: Interdisciplinary Topics in Social Science 3 credits.** Examination of selected topics in the social sciences from the analytic orientations and perspectives common and peculiar to the disciplines of political science, economics and sociology. Required of all D.A. students.

# IDAHO STATE UNIVERSITY

## External Reviewers for Notice of Intent

Program: SED

College: Arts and letters/Science and Engineering

Reviewed by: John C. Dixon; Stephen S. Mulkey

**Please provide comments regarding the following:**

### **National/Regional need for this proposed program:**

Interdisciplinary programming in the environmental and natural resource sciences is a major emphasis at NSF and other Federal agencies. The specific emphasis of this program is especially germane because virtually all environmental issues have myriad connections to human dynamics. NSF is especially interested in funding research on coupled human and natural systems. Nationwide, such programs continue to be rare owing in part to rigidity within traditional academic programs, which limits such interdisciplinary connections.

Regionally, Idaho and the states of the Intermountain West are confronted with significant energy and water resource development issues that require not only scientific understanding of the resources but especially the complex policy and human interaction associated with resource development and sustainability. This kind of systems understanding will be increasingly important as climate change unfolds over this century. The complex relationship between surface water and ground water is especially crucial to agriculture in southern Idaho. Understanding policy and social aspects of human uses of natural resources requires an integrative, synthetic, interdisciplinary approach that is more properly called transdisciplinary. NSF is especially interested in transdisciplinary research. The SED program has the elements necessary to achieve this kind of research programming.

Although similar programs exist at the University of Idaho and in nearby Utah, these institutions draw on largely separate clientele. Thus, we see little competitive overlap between the proposed program and existing programs.

### **Quality of the proposed curriculum:**

The distinctive character of such interdisciplinary programs at institutions throughout the US rests on the ability to leverage synthetic programming from existing curricula. In short, the most effective programs are more than a collection of courses derived from different disciplines. As outlined, the current curriculum for the SED is weak. The proposed two-



semester required seminar is pedagogically acceptable but the content is poorly enunciated and does not clearly contain the desired synthesis across disciplines. We recommend that this course contain a strong integrative and synthetic component that ties natural and social sciences together. Secondly, the curriculum does not address the inherent contrast in the preparation of doctoral students from the social and natural sciences. One of the most daunting challenges in development of interdisciplinary programming is the difficulty in training students in fundamentally disparate scientific paradigms. This is especially true when attempting to link the social and natural sciences around a problem oriented research program. Many examples of successful programming now exist, and these usually consist of an introductory course or two in which students from different disciplines focus on a series of research questions. Moreover, there is an increasing scholarship around the pedagogy of interdisciplinary education.

We feel that the SED curriculum can overcome both of these deficits through a concerted effort at curriculum design that includes players from the social and natural sciences.

**Quality of the program faculty in relation to meeting the needs of the proposed program:** The faculty quality is outstanding overall with a predominance of young, interdisciplinary trained members of collaborating departments. Most members of the likely faculty cohort are currently engaged in some degree of interdisciplinary research. Moreover, a high proportion of the likely faculty currently cooperate in collaborative research across college boundaries. We were especially impressed with the active research programs in the social sciences and their apparent readiness to link to the natural sciences.

**Quality of Graduate School support:**

There appears to be strong philosophical support for the program on the part of the graduate school. Although important, such support in spirit is not sufficient for successful development of a new program. As presently described, financial and administrative support appear to be generally lacking.

We specifically recommend that there be competitive graduate student fellowships dedicated to this program. Although there appears to be a ready cohort of employer supported graduate students, sustaining this program beyond its first few years will require dedicated graduate student fellowship line. The SED will never be regionally or nationally competitive for good students without such support. We recommend a minimum of eight such lines to be progressively phased in over the first four years of the program. The graduate school should commit to this ultimate level of support at the outset of the program in order ensure sustained development.

**Quality and evidence of support for Doctoral candidates:**

Individual faculty member support from grants appears to be very strong. Given the nominal teaching load of these faculty, the apparent level of extramural funding is remarkable. Overall institutional support for doctoral candidates is lacking. We recommend:

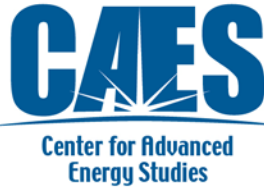
- a. **Program support in the form of staff and graduate student space.** The graduate students in this program should be able to report to a central authority (The Director of the SED doctoral program) for program information and management. We recommend that the students be centrally housed or at least have a central gathering place where the unique aspects of their training can be shared. There should be both space and some minimal access to staff. Administrative support staff might initially be shared with an existing program, while more support is phased in as the graduate student population grows. Administration should commit to an ultimate level of support at the outset of the program.

**b. Development of a reporting structure above the level of the College deans.** One of the central features of successful interdisciplinary academic programming is the ability of such programs to operate university wide. While it would seem that a given College could successfully sponsor such programs, experience nationwide shows this not to be the case. Resources within a College are ultimately tied to programming within the College, and when resources are tight, the linkage of the interdisciplinary program to other Colleges will be constrained or eliminated. Funding for students and research must flow freely across College boundaries. Moreover, creation of synthetic interdisciplinary curricula generally requires more than just the good will of the participating Colleges. University level leadership should provide incentives for the creation of these new courses. Some modest funding for their creation should be made available from the Graduate School or the Provost. Failure to provide for the intellectual and fiduciary mobility of a new interdisciplinary program can constrain its development and may even result in its failure, depending on the agendas of the participating Chairs and Deans. There are several examples of this at other US institutions. We recommend that the SED director report to the Vice President for Academic Affairs, the Dean of the Graduate School, or possibly directly to the Provost.

**Level of Institutional support:**

Institutional support is strong philosophically and organizationally, but lacking financially at this point in time as indicated above.

The current teaching loads of faculty involved in graduate education is excessive for any graduate program. These teaching loads are especially excessive for fostering doctoral level research. We recommend that faculty integral to the success of the program be given reduced teaching assignments. This is especially necessary during the early years of the program after an initial cohort of student has been recruited.



December 19, 2011

Dr. Herbert D. G. Maschner, Professor  
Department of Anthropology  
Idaho State University  
921 S. 8<sup>th</sup> Avenue, Stop 8005  
Pocatello, ID 83209-8005

SUBJECT: IDAHO NATIONAL LABORATORY AND CENTER FOR ADVANCED ENERGY STUDIES  
ENDORSEMENT FOR THE PROPOSED INTERDISCIPLINARY PH.D. PROGRAM AT  
IDAHO STATE UNIVERSITY

Dear Dr. Maschner:

The Idaho National Laboratory (INL) and the Center for Advanced Energy Studies (CAES) are pleased to offer their endorsement for the proposed interdisciplinary PhD. Program, *Social and Environmental Dynamics*, at Idaho State University (ISU).

This program will be a vital component to the efforts to develop the next generation scientists and engineers that will help to carry out the missions of the INL. Clean energy options for the nation depend on understanding not only the technologies but also the policy, environmental and socioeconomic implications. It will require an interdisciplinary approach such as will be offered in the Social and Environmental Dynamics program.

The INL and ISU will also realize more immediate benefits with the implementation of this program. We anticipate INL employee participation through the Employee Education program administered by INL. We also anticipate ISU students enrolled in the curriculum would participate in internships at the INL with mentors drawn from such diverse disciplines as archaeology, history, geosciences, ecology and others. Such examples of the exchanges will promote valuable training for the students and eventually lead to establishment of a 21<sup>st</sup> century workforce for the State of Idaho and INL.

Sincerely,

A handwritten signature in black ink, appearing to read "J. W. Rogers, Jr.", is positioned above the typed name of the signatory.

J. W. Rogers, Jr., Director  
Center for Advanced Energy Studies (CAES)

dcw

cc: R. T. Jacobsen, ISU  
L. S. McCoy, DOE-ID, MS 1235  
A. Vailas, ISU  
J. W. Rogers, Jr. Letter Log (JWR-10-11)

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Dr. Herbert Maschner  
Director, Idaho Museum of Natural History  
921 S. 8th Avenue Stop 8096  
Pocatello, Idaho 83209

Dr. Maschner,

This letter is in support of the proposed Social and Environmental Dynamics PhD program at Idaho State University. Idaho State University is located in a very unique and diverse area of our great State. Many residents of the various rural communities, along with the proximity to the Fort Hall Indian Reservation make Idaho State University not only a preferred option, but in many cases, the only option for many people to attain an advanced degree.

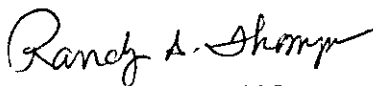
I will focus on the impact for the residents of the Fort Hall Indian Reservation. The severe social and economic conditions within Native American communities throughout the United States are very well documented. The Fort Hall Indian Reservation is not immune to these issues. For various cultural, social, and economic reasons, it is not possible for many Tribal members to leave the reservation for educational pursuits. The social and cultural cost to pursue an advanced degree far outweighs the economic benefit to many of the residents of the Reservation.

I can speak to these issues at a very personal level. I am a member of the Shoshone-Bannock Tribes and a life-long resident of the Fort Hall Indian Reservation. Due to cultural and economic reasons, I would not have been able to attend college if Idaho State University was not an option. I was able to complete a Bachelor of Arts and a Master of Science degree *only* because I was able to remain near the reservation.

Based on my ability to attain a quality education at Idaho State University I have been able to maintain and improve my career choices. Currently, I am the Natural Resources Officer for the Bureau of Indian Affairs Fort Hall Agency. In my current position I manage a Natural Resources staff, whose main responsibility is protecting and enhancing the Natural Resources on the Fort Hall Indian Reservation. I work very close with the Shoshone-Bannock Tribes Natural and Cultural Resources staff. The dedication and desire to learn are more than evident among the Tribal staff conducting this kind of work. Many of these wonderfully talented individuals would be wonderful candidates for PhD programs in any institution they would choose to attend, but, because of cultural and/or economic constraints are not able to pursue these opportunities.

I would encourage the State Department of Education to allow for the development of the Social and Environmental Dynamics PhD program at Idaho State University.

Thank you for your consideration.



Randy A. Thompson, M.S.  
Natural Resources Officer  
Bureau of Indian Affairs  
Fort Hall Agency  
P.O. Box 220  
Fort Hall, Idaho 83203

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OFFICE OF THE MAYOR  
911 North 7th Avenue  
P.O. Box 4169  
Pocatello, Idaho 83205  
(208) 234-6163  
Fax: (208) 234-6297  
www.pocatello.us

BRIAN C. BLAD  
*Mayor*

## ATTACHMENT 2

Pocatello City Council:

ROGER BRAY  
STEVE BROWN  
CRAIG COOPER  
W. JAMES JOHNSTON  
GARY MOORE  
EVA JOHNSON NYE

January 17, 2012

Richard Westerberg, President  
Idaho State Board of Education  
P.O. Box 83720  
Boise, Idaho 83720-0037

Dear Mr. Westerberg:

It is my pleasure to express the City of Pocatello's support for the creation of a virtual, interdisciplinary Ph.D. program titled Social and Environmental Dynamics (SED) at Idaho State University (ISU).

ISU has long been a leader in interdisciplinary research, and their programs attract MS students from all over the world. The SED program is long overdue not only to allow these students to remain at ISU for their education, but also to aid businesses, such as the Idaho National Laboratory, whose staff members need additional training. Another benefit to the program is that it would allow the productive collaboration between ISU, the INL and many other businesses and agencies to continue.

In addition, the SED program is necessary for future research at and the expansion of the Idaho Museum of Natural History. Dr. Herbert Maschner has done an incredible job of revitalizing the programs available through the museum and Center for Archaeology, Materials, and Applied Spectroscopy. Both the museum and center are gems for the university, and it's a pleasure for me to support the work being done by both facilities. The SED program will ensure their continued success.

Idaho State University plays an important role in making Pocatello, our state and our world successful. Allowing students to continue their education and research in social-physical science based programs through the proposed SED will only enhance the university's mission. I encourage the State Board of Education to approve ISU's proposed Ph.D. program.

Sincerely,

Brian C. Blad  
Mayor

cc: Dr. Herbert Maschner, Idaho Museum of Natural History  
Dr. Arthur Vailas, Idaho State University

AN EQUAL OPPORTUNITY EMPLOYER  
VETERAN'S PREFERENCE

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**BOISE STATE UNIVERSITY**

**SUBJECT**

Approval of Proposal for a new Online, Self-support Master of Business Administration

**APPLICABLE STATUTE, RULE, OR POLICY**

Idaho State Board of Education Governing Policies & Procedures, Section III.G. 4 and 5

**BACKGROUND/DISCUSSION**

Boise State University (BSU) proposes to create a self-support, online program that will lead to a Master of Business Administration (MBA) degree.

The proposed program will provide access to a substantial population of potential students not presently served by existing MBA programs offered by state institutions in Idaho. BSU's current MBA programs are all face-to-face, and consist of a full-time MBA program for individuals just starting a professional career; a part-time night MBA program for working professionals; and an Executive MBA program for those in middle to senior management positions.

BSU's existing programs do not serve working professionals and other potential students in southwestern Idaho who cannot easily attend courses on campus. The proposed online program will provide access to those potential students who are place-bound and/or time-bound. Students in the proposed program are likely to be working professionals and should have a similar demographic profile to those attending BSU's part-time program. Thus, the creation of the proposed program will substantially broaden access to BSU's MBA programs for that group. BSU estimates an annual potential market of more than 1,000 students in southwestern Idaho.

The primary objective of the proposed program is to develop the future business leaders of Idaho, who will graduate with an understanding of the functions of business, the ability to formulate competitive business strategies, leadership skills, and an understanding of how to generate and commercialize ideas.

BSU will partner with a private, for-profit organization, Academic Partnerships, LLC, to convert BSU's existing MBA into an online format and will be responsible for marketing the program to individuals and organizations that wish to sponsor employees. Academic Partnerships approached BSU because they were seeking a partner who will offer a high quality, AACSB-accredited MBA program in the northwestern United States.

Academic Partnerships will assist in course design and administration, although BSU will retain sole responsibility for the content of courses. The efforts of

**INSTRUCTION, RESEARCH, AND STUDENT AFFAIRS  
DECEMBER 13, 2012**

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Academic Partnerships will greatly increase the visibility of, and therefore access to, BSU's program and will increase their ability to recruit students. BSU will retain complete control of and responsibility for the curriculum of the program and any intellectual property that may be produced.

Academic Partnerships is privately held and specializes in working only with public institutions. Since its founding only five years ago, Academic Partnerships has rapidly grown to become a global company. In addition to a world headquarters in Dallas, Texas and regional offices in the United States, Academic Partnerships has recently added offices in South America, Asia, Africa, and Europe as they expand globally. To date, their course designers have assisted more than 600 faculty from public universities convert more than 1,000 courses to online delivery.

**IMPACT**

The program will be self-supporting, and no state appropriated funds will be used. Program revenues will cover administrative, instructional, and operating costs. The budget represents the need for instructional support staff and some hourly student assistants at approximately 9 FTE and \$298,800 salary cost for the third year. Consistent with the contract agreement, Academic Partnerships will receive 45% of revenues.

The budget includes a University administrative fee calculated as 6% of revenue less revenue to Academic Partnerships. Students will be charged \$750 per credit for the 48 credit program for a total of \$36,000 for the entire program. For FY2016, the third year of the program, BSU estimates 72 courses will be taught to classes with sizes ranging from 17 to 20, for a total of 5204 credit hours produced. BSU will offer a corporate discount of 15% and estimates that 50% of their students will enroll with such a discount. Local funds totaling \$68,291 will fund the first year's planning and development. Those local funds will be repaid in the second year of the program consistent with Board Policy V.R.

**ATTACHMENTS**

Attachment 1 – Proposal for Online MBA Program	Page 5
Attachment 2 – Contract Agreement with Academic Partnerships, LLC	Page 23

**STAFF COMMENTS AND RECOMMENDATIONS**

Boise State University (BSU) proposes to create a new self-support, online Master of Business Administration (MBA) that is intended to provide access to students who cannot attend courses on campus.

BSU's proposed online option will not replace existing MBA programs, which are currently taught face-to-face. The main distinction between this proposed MBA and BSU's other MBA programs is the target audience and delivery method. While BSU will be adding 12 new courses to the curriculum, those will be existing courses that are revamped for the structuring and delivery of material.

**INSTRUCTION, RESEARCH, AND STUDENT AFFAIRS  
DECEMBER 13, 2012**

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BSU indicates there are approximately 1,039 potential online MBA students in their service area who are currently matriculating at out-of-state universities. BSU projects that the program will accommodate 40 students to begin in each cohort. There will be 6 cohorts with projected enrollment at any one time eventually reaching 268.

The College of Business and Economics at BSU is accredited by the Association to Advance Collegiate Schools of Business (AACSB) and the proposed program is subject to that accreditation. BSU and ISU offer a few of their traditional MBA courses online or in a blended format. BSU and UI have an Executive MBA (EMBA) and offer those courses in a face-to-face format. Other institutions such as Northwest Nazarene University offers a non-AACSB accredited online MBA degree; Washington State University offers the only AACSB-accredited online MBA programs in Washington; Portland State offers the only AACSB-accredited online MBA program in Oregon; and the University of Wyoming and University of Nevada-Reno both offer an online EMBA but no traditional online MBA program. The following represents Business Administration programs currently offered:

Institution	Region	Branch Campus	Program Title	Degree Level/Certificate	Method of Delivery
UI	2	CDA	General Management (EMBA) <b>Self-Support</b>	EMBA	Face-to-Face
LCSC	2	LEW/CDA	Business Administration	AS	classroom/online
LCSC	2	LEW/CDA	Business Administration	BA, BS	classroom/online
NIC	2	Coeur d'Alene	Business Administration	A.A.	Traditional, Web Enhanced On-line, Hybrid
NIC	2	Coeur d'Alene	Business Administration	A.S.	Traditional, Web Enhanced On-line, Hybrid
BSU	3	Boise	Business Administration (Executive) <b>Self-support</b>	M.B.A.	Traditional
BSU	3	BSU Campus	Business Administration	M.B.A.	Traditional
ISU	5	ISU Campus	Business Admin. (Accounting Emph.)	MBA Emph.	Face-to-Face/Moodle/Asynchronous
ISU	5	ISU Campus	Business Admin. (CIS Emph.)	MBA Emph.	Face-to-Face/Moodle/Asynchronous
ISU	5	ISU Campus	Business Admin. (Finance Emph.)	MBA Emph.	Face-to-Face/Moodle/Asynchronous
ISU	5	ISU Campus	Business Admin. (HCA Emphasis)	MBA Emph.	Face-to-Face/Moodle/Asynchronous
ISU	5	ISU Campus	Business Admin. (Management Emph.)	MBA Emph.	Face-to-Face/Moodle/Asynchronous
ISU	5	ISU Campus	Business Admin. (Marketing Emph.)	MBA Emph.	Face-to-Face/Moodle/Asynchronous
ISU	5	ISU Campus	Business Admin. (Native American Bus. Emph.)	MBA Emph.	Face-to-Face/Moodle/Asynchronous
ISU	5	ISU Campus	Business Admin. (Operation Mgmt Emph)	MBA Emph.	Face-to-Face/Moodle/Asynchronous
ISU	5	ISU Campus	Business Administration	PB Cert	Face-to-Face/Moodle/Asynchronous
ISU	5	ISU Campus	Business Administration	MBA	Face-to-Face/Moodle/Asynchronous
ISU	5	University Place	Business Administration	MBA	Face-to-Face/Moodle/Asynchronous

**INSTRUCTION, RESEARCH, AND STUDENT AFFAIRS  
DECEMBER 13, 2012**

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BSU will partner with a private, for-profit organization, Academic Partnerships, LLC that will assist in marketing the program, course design, and administration. While the contract indicates that additional programs could be added as part of the agreement, AP's services only extend to the proposed online MBA at this time. Per the terms of the contract, AP will receive 45% of the tuition for each MBA online credit. The contract is for five years and will automatically renew for three (3) year terms unless terminated for convenience by giving 270 days' notice. Additionally, it's important to note that even if the agreement is terminated or expires; BSU must continue to pay AP for students who enrolled during the term, but take online classes after the term has terminated or expired. Any additions will be discussed with AP prior to securing their services.

Board staff worked with BSU to address questions regarding need for proposed program, curriculum, and contract with Academic Partnerships. Many of the questions and recommendations made by staff have been addressed; however, additional changes are needed to the contract that would clearly define on-line educational courses and clarify who would develop those. BSU is working with Academic Partnerships to vet those additional changes.

BSU's request to create a new Online Self-Support Master of Business Administration program was not listed on their Five-year Plan for Delivery of Academic Programs in the Southwest Region. BSU was asked to provide justification for adding the program now and clearly demonstrate the immediate need for the program. BSU provides that they were contacted in Spring 2012 by Academic Partnerships about the potential partnership and specifies that it was well after the deadline for Five-Year Plan submissions when negotiations had progressed to a point where they could bring a proposal forward. Not being able to respond quickly to the opportunity by Academic Partnerships, will result in them partnering with another institution at another state and BSU will lose the opportunity to offer an online, AACSB-accredited MBA program in southwestern Idaho.

It is important to note that the University of Idaho has a Master's of Business Administration proposed on their 5-year plan for delivery in Moscow, Idaho with anticipated delivery date of summer 2014.

CAAP recommends approval as presented. Board staff recommends approval provided this recommendation and approval does not negatively impact the UI's ability to bring forward their MBA program as it was included in their 5-year plan.

**BOARD ACTION**

I move to approve the request by Boise State University to create a new online, self-support Master of Business Administration program and to approve the contract for services with Academic Partnerships, LLC.

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

## Idaho State Board of Education

### Proposal for Graduate and Doctoral Degree Program

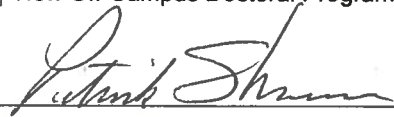
Date of Proposal Submission:	October 1, 2012
Institution Submitting Proposal:	Boise State University
Name of College, School, or Division:	College of Business and Economics
Name of Department(s) or Area(s):	College-wide

**Program Identification for Proposed New, Modified, or Discontinued Program:**

Title:	Master of Business Administration - Online	
Degree:	Master of Business Administration	
Method of Delivery:	online	
CIP code (consult IR /Registrar)	52.0101	
Proposed Starting Date:	Fall 2013	
Indicate if the program is:	<input checked="" type="checkbox"/> <b>Regional Responsibility</b>	<input type="checkbox"/> <b>Statewide Responsibility</b>

**Indicate whether this request is either of the following:**

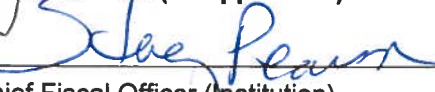
- |  |   |
|--|---|
| <input checked="" type="checkbox"/> New Graduate Program | <input type="checkbox"/> Contract Program/Collaborative                           |
| <input type="checkbox"/> New Doctoral Program            | <input type="checkbox"/> Expansion of an Existing Graduate/Doctoral Program       |
| <input type="checkbox"/> New Off-Campus Graduate Program | <input type="checkbox"/> Consolidation of an Existing Graduate/Doctoral Program   |
| <input type="checkbox"/> New Off-Campus Doctoral Program | <input type="checkbox"/> Discontinuation of an existing Graduate/Doctoral Program |

 9/26/12  
College Dean (Institution) Date

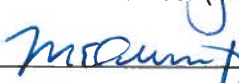
Vice President for Research (as applicable) Date

 9/27/12  
Graduate Dean (as applicable) Date

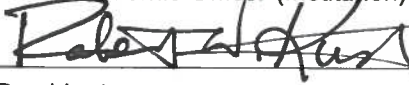
Academic Affairs Program Manager Date

 10/4/12  
Chief Fiscal Officer (Institution) Date

Chief Academic Officer, OSBE Date

 10/1/12  
Chief Academic Officer (Institution) Date

SBOE/OSBE Approval Date

 10/8/12  
President Date

Vice President

**Before completing this form, refer to Board Policy Section III.G., Program Approval and Discontinuance.** This proposal form must be completed for the creation of each new program and each program discontinuance. All questions must be answered.

- 1. Describe the nature of the request.** Will this program be related or tied to other programs on campus? Please identify any existing program, option that this program will replace. If this is request to discontinue an existing graduate or doctorate program, provide the rationale for the discontinuance. Describe the teach-out plans for continuing students.

The College of Business and Economics at Boise State University proposes creation of a self-support, online program that will lead to a Master of Business Administration (MBA) degree.

The proposed program will provide access to a substantial population of potential students not presently served by our existing MBA programs or by those of our sister institutions. Our current MBA programs are all face-to-face, and consist of a full-time MBA program for individuals just starting a professional career; a part-time night MBA program for working professionals; and an Executive MBA program for those in middle to senior management positions.

Our existing programs do not serve working professionals and other potential students who cannot easily attend courses on campus. The proposed online program will provide access to those potential students who are place-bound and/or time-bound. Students in the proposed program are likely to be working professionals and should have a similar demographic profile to those attending our part-time program. Thus, the creation of the proposed program will substantially broaden access to our MBA programs for that group.

The program will be self-supporting, and no state appropriated funds will be used. Program revenues cover instructional, administrative, and operating costs.

We will partner with a private, for-profit organization, Academic Partnerships, LLC, which will be responsible for marketing the program and for assisting in course design and administration. Our contract with Academic Partnerships is included as Appendix B. The efforts of Academic Partnerships will greatly increase the visibility of, and therefore access to, our program and will increase our ability to recruit students.

Boise State University will retain complete control of and responsibility for the curriculum of the program and any intellectual property that may be produced. As stated in the attached contract, page 6, Section VI.B: *"Ownership of University Materials. The University retains all ownership and Intellectual Property rights in the University Materials"* and on page 2, Section I.L.: *"'University Material' means the (i) Curriculum Materials, (ii) lectures, documentation, and other materials created by the University including Developed Materials created by the University and (iii) Faculty."*

- 2. List the objectives of the program.** The objectives should address specific needs the program will meet and the expected student learning outcomes and achievements. This question is not applicable to requests for discontinuance.

The primary objective of the program is to broaden and deepen the expertise of the business leaders of Idaho. Expected learning outcomes include a broad understanding of the functions of business, the ability to formulate competitive business strategies, leadership skills, and an understanding of how to generate and commercialize ideas. At completion of the program, students should be able to enhance the competitiveness of their organizations.

- 3. Briefly describe how the institution will ensure the quality of the program** (i.e., program review). Will the program require specialized accreditation? If so, please identify the agency and explain why you do or do not plan to seek accreditation. This question is not applicable to requests for discontinuance.

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*Page 2*

The following measures will ensure the high quality of the proposed emphases:

Regional Institutional Accreditation: Boise State University is regionally accredited by the Northwest Commission on Colleges and Universities (NWCCU). Regional accreditation of the university has been continuous since initial accreditation was conferred in 1941. Boise State University is currently accredited at all degree levels (A, B, M, D).

Program Review: Internal program evaluations will take place every five years as part of the normal departmental review process conducted by the Office of the Provost. This process requires a detailed self study (including outcome assessments) and a comprehensive review and site visit by external evaluators.

Specialized Accreditation: Baccalaureate and graduate programs in our College of Business and Economics are accredited by the Association to Advance Collegiate Schools of Business (AACSB), signifying that our programs have passed rigorous standards for quality.

Graduate College: The program will adhere to all policies and procedures of the Graduate College, which is assigned broad institutional oversight of all graduate degree and certificate programs.

4. **List new courses that will be added to your curriculum specific for this program.** Indicate number, title, and credit hour value for each course. This question is not applicable to requests for discontinuance.

(Appendix A includes course descriptions of the following courses as well as a table that compares new courses with existing courses.)

- A. **MBA-ON 501 DESIGN THINKING AND STRATEGIC MANAGEMENT (4 credits)**
- B. **MBA-ON 505 MARKETING STRATEGY (4 credits)**
- C. **MBA-ON 510 PEOPLE AND ORGANIZATIONS (4 credits)**
- D. **MBA-ON 515 CORPORATE FINANCE (4 credits)**
- E. **MBA-ON 520 GLOBAL ECONOMICS: POLICY AND TRADE (4 credits)**
- F. **MBA-ON 525 MANAGERIAL ACCOUNTING (4 credits)**
- G. **MBA-ON 530 MANAGERIAL COMMUNICATION (4 credits)**
- H. **MBA-ON 535 INFORMATION TECHNOLOGY & BUSINESS ALIGNMENT (4 credits)**
- I. **MBA-ON 540 PROJECT MANAGEMENT (4 credits)**
- J. **MBA-ON 545 THE LEGAL ENVIRONMENT OF BUSINESS (4 credits)**
- K. **MBA-ON 550 OPERATIONS AND SUPPLY CHAIN MANAGEMENT (4 credits)**
- L. **MBA-ON 555 BUSINESS PLAN DEVELOPMENT (4 credits)**

5. **Please provide the program completion requirements to include the following and attach a typical curriculum to this proposal as Appendix A.** For discontinuation requests, will courses continue to be taught?

All students take all twelve courses identified in item #4 above (this is the typical curriculum).

Credit hours required in major:	48
Credit hours required in support courses:	0
Credit hours in required or free electives:	0
Credit hours for thesis or dissertation:	0
<b>Total credit hours required for completion:</b>	<b>48</b>

6. **Describe additional requirements such as preliminary qualifying examination, comprehensive examination, thesis, dissertation, practicum or internship, some of which may carry credit**

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**hours included in the list above.**

Admission to the program is contingent on a satisfactory score on the GMAT examination, an applicant's undergraduate GPA, and letters of recommendation.

Admission to the program is also contingent on each student completing online competency examinations in business statistics, financial accounting, microeconomics, and spreadsheet-based analysis. These examinations include supporting study materials, but they are not for college credit.

The culminating experience of the program is contained within the capstone course listed above (MBA-ON 555). Students will develop a business plan for an opportunity they identify. Most students will be working professionals, so it is likely that these plans will be applicable to their organizations. This situation creates an instant return on investment for sponsoring organizations.

**7. 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.

No fully-online MBA programs are offered by any of the state universities of Idaho. Therefore, the proposed program will provide access to MBA education to an as-yet underserved population.

Both Idaho State University and Boise State University offer several of their traditional MBA courses online or in a blended format. Boise State University and the University of Idaho offer Executive MBA courses in a face-to-face format only. Northwest Nazarene University offers a non-AACSB accredited online MBA degree.

Washington State University offers the only AACSB-accredited online MBA programs in the state of Washington. Portland State University offers the only AACSB-accredited online MBA program in the state of Oregon. The University of Wyoming and the University of Nevada-Reno both offer an online Executive MBA program but no traditional online MBA program.

**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
<b>BSU</b>			
Master of Business Administration	Master's	Offered as a broad based degree covering all aspects of business	Offered as a broad based degree covering all aspects of business
Executive Master of Business Administration	Master's	Offered as a broad based degree covering all aspects of business	Offered as a broad based degree covering all aspects of business
Masters of Business Operational Excellence	Master's	Operational excellence	Operational excellence
<b>CSI</b>	N/A	N/A	N/A
<b>CWI</b>	N/A	N/A	N/A
<b>EITC</b>	N/A	N/A	N/A



<b>ISU</b> Master of Business Administration	Master's	Offered as a broad based degree covering all aspects of business	Offered as a broad based degree covering all aspects of business
<b>LCSC</b>	N/A	N/A	N/A
<b>NIC</b>	N/A	N/A	N/A
<b>UI</b> Executive Master of Business Administration	Master's	Offered as a broad based degree covering all aspects of business	Offered as a broad based degree covering all aspects of business

**8. Describe the methodology for determining enrollment projections.** If a survey of student interest was conducted, attach a copy of the survey instrument with a summary of results as **Appendix B**. This question is not applicable to requests for discontinuance.

We project an annual potential market of 1039 online MBA students in our service area. We regard that estimate to be very conservative; the details of our estimate are as follows:

1. Recent studies suggest 80% of online students live within 100 miles of campus.<sup>1</sup> Boise State University's service area roughly approximates that distance, and therefore this analysis will focus on the market potential in our service area.
2. We use 2010 and 2011 statistics because they are readily available, but note that they add to the conservative nature of our estimate, given that current reports suggest substantial continuing growth rates in online education.<sup>2</sup>
3. Eduventures reports 591,000 graduate and 963,000 undergraduate students enrolled online nationwide during 2010.<sup>3</sup> Dividing those numbers yields a ratio of 0.61 online graduate students for each online undergraduate student. Multiplying that ratio by 5917, the number of Idaho residents enrolled in undergraduate online programs delivered by out of state providers<sup>4</sup>, gives an estimate of 3631 Idaho residents currently matriculating in non-Idaho based graduate programs. Of those 3631, we estimate 1167 to be business master's students, based on a ratio of 190,000 online business master's students divided by 591,000 total graduate students online.<sup>5</sup>
4. MBA students comprise the vast majority of business graduate students, and using our own internal ratio of 89% of our graduates earning an MBA degree, we reduce our estimate to 1039 potential online MBA students in our service area annually who are currently matriculating at out of state universities.

#### References

<sup>1</sup> Aslainian and Clinefelter (2012), "Online College Students 2012: Comprehensive Data on Demand and Preferences," Aslainian Market Research.

<sup>2</sup> Eduventures (2011), "Online Higher Education Market Update 2011," page 2.

<sup>3</sup> Eduventures (2011), "Online Higher Education Market Update 2011," page 31.

<sup>4</sup> Eduventures (2011), "Online Higher Education Market Update 2011," page 22.

<sup>5</sup> Eduventures (2011), "Online Higher Education Market Update 2011," page 34.

**Enrollment and Graduates.** Using the chart below, provide a realistic estimate of enrollment at the time of program implementation and over three year period based on availability of students meeting the criteria referenced above. Include part-time and full-time (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 previous two years. Also, indicate the projected number of graduates and graduation rates.

Institution	Relevant Enrollment Data			Number of Graduates			Graduate Rate
	Previous Year	Previous Year	Current	Previous Year	Previous Year	Current	
<b>BSU</b>	(F 2010)	(F 2011)	(F 2012)	(2009-10)	(2010-11)	(2011-12)	
Master of Business Administration	116	125	149	36	47	39	~42 grads/yr
Executive Master of Business Administration	48	49	35	16	17	30	~30 grads/yr
Online Self-support Masters of Business Administration (to begin Fall 2013)			Projected enrollment at any one time will eventually reach: 40 begin in each cohort; 6 cohorts running; with attrition = 268 at any one time			Projected number of graduates per year: 90	Projected: ~90 grads/yr
CSI	N/A	N/A	N/A	N/A	N/A	N/A	N/A
CWI	N/A	N/A	N/A	N/A	N/A	N/A	N/A
EITC	N/A	N/A	N/A	N/A	N/A	N/A	N/A
ISU							
Master of Business Administration	123	130	123	47	31	68	~50 grads/yr
LCSC	N/A	N/A	N/A	N/A	N/A	N/A	N/A
NIC	N/A	N/A	N/A	N/A	N/A	N/A	N/A
UI							
Executive Master of Business Administration	21	16	25	9	9	10	~10 grads/yr

9. Will this program reduce enrollments in other programs at your institution? If so, please explain.

The proposed program targets the early-career professional, as does our existing face to face program. However, it provides access to education for those who cannot come to campus on a regular, weekly basis. Thus, although we may see some shift of enrollment from an existing program, we believe the vast majority of students will come from a currently un-served population.

10. Provide verification of state workforce needs such as job titles requiring this degree. Also include State and National Department of Labor research on employment potential. Please indicate the total projected job openings (including growth and replacement demands in your regional area, the state, and nation. Job openings should represent positions which require graduation from a program such as the one proposed. This question is not applicable to requests for discontinuance.

	2013	2014	2015
Local	213	213	213
State	426	426	426
Nation	61,624	61,624	61,624

- a. Describe the methodology used to determine the projected job openings. If a survey of employment needs was used, please attach a copy of the survey instrument with a summary of results as **Appendix C**.

This program provides the tools for managers in a very broad group of occupations. We have therefore used the entire SOC code of 11.xxxx for our estimates of workforce needs. According to national data, approximately 24% of workers in the 11.xxxx category have master's degrees. Therefore, to create the numbers in the table above, we have multiplied the numbers in the tables below by 24%. Note that because educational attainment is increasing among managers, the use of an existing percentage (24%) yields a conservative estimate.

2008-2018 Projections for Idaho		2008	2018	Net	Annual
SOC Code	Occupation	Employment	Employment	Change	Openings**
11.xxxx	All Management Occupations	52,150	57,887	5,737	1,777

2010 National Employment Matrix title and code		Employment		Change, 2010-20		10 year job openings due to growth and replacements (1000's)
		Number (1000's)				
		2010	2020	Number (1000's)	Percent	
Management Occupations	11-0000	8,776.1	9,391.9	615.8	7.0	2,567.7

Section 8 above describes the method used to estimate the annual market potential of 1039 students.

- b. Describe how the proposed change will act to stimulate the state economy by advancing the field, providing research results, etc.

As noted above, recent studies suggest 80% of online students live within 100 miles of campus. Therefore, although students from other states will have the opportunity to enroll, we expect the vast majority to be students from Idaho. Therefore, the impact of the program will be primarily on Idaho businesses.

This program will help individuals in Idaho become better managers of businesses. They will have a better understanding of current business practices and should be able to make better decisions for their Idaho employers. In turn, better decisions should help their companies become more competitive in all markets.

- c. Is the program primarily intended to meet needs other than employment needs, if so, please provide a brief rationale.  
N/A

11. **Will any type of distance education technology be utilized in the delivery of the program on your main campus or to remote sites? Please describe.** This question is not applicable to requests for discontinuance.

Yes. The program is fully online.

12. **Describe how this request is consistent with the State Board of Education's strategic plan and institution's role and mission.** This question is not applicable to requests for discontinuance.

The proposed program contributes to a number of aspects of the strategic plan of the Idaho State Board of Education.

GOAL 1: A Well educated citizenry

Objective A: Access :

*[Increases access of Idaho citizens to valuable training in business management.]*

Objective B: Higher Level of Educational Attainment:

*[Provides an additional avenue for advanced higher educational attainment.]*

GOAL 2: Critical Thinking and Innovation

Objective B: Innovation and Creativity:

*[Provides graduates who will help to transform Idaho businesses and other organizations to be more efficient and effective.]*

The highlighted portions of Boise State University's mission statement are especially relevant to the proposed program:

*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.***

The highlighted portions of Boise State University's Core Theme Two are especially relevant to

the proposed program:

**CORE THEME TWO: GRADUATE EDUCATION**

***Our university provides access to graduate education that is relevant to the educational and societal needs of the community and state, is meaningful within national and global contexts, is respected for its high quality, and is delivered within a supportive graduate culture.***

***Core Objective 2.1: Access. We provide students of all backgrounds with access to graduate educational opportunities in formats that are appropriate, flexible, accessible, and affordable.***

***Core Objective 2.2: Relevance. Our graduate students develop skills, knowledge, and experiences that are relevant and valuable locally, regionally, nationally, and globally.***

***Core Objective 2.3: Quality. Our graduate programs are composed of advanced and integrated learning experiences that provide disciplinary depth and interdisciplinary connections, and that reinforce the overall scholarly output of the university.***

- 13. Describe how this request fits with the institution's vision and/or strategic plan.** This question is not applicable to requests for discontinuance.  
Please note that we are using Boise State's draft strategic plan 2012-17 in what follows.

Goals of Institution Strategic Plan	Proposed Program Plans to Achieve the Goal
<u>Goal 1:</u> Create a signature, high quality educational experience for all students.	Quality will be ensured by creating the program in partnership with an industry leader and by offering a program in an area we've had success in for over 30 years.
<u>Goal 4:</u> Align university programs and activities with community needs.	Our program will serve Idaho businesses, NGOs, governmental agencies, and educational institutions, and will help each of them become more effective, more efficient, and more competitive.

- 14. Is the proposed program in your institution's regional 5-year plan? Indicate below.**

Yes \_\_\_\_ No X

If not on your institution's regional 5-year plan, provide a justification for adding the program.

In spring, 2012, we were contacted by Academic Partnerships, LLC, about the possibility of partnering with them. It was not until well after the deadline for 5-year plan submissions that negotiations had progressed to a point where we were in a position to bring forth the proposed program.

Academic Partnerships has already created similar partnerships with more than 20 public institutions. Academic Partnerships approached Boise State University because they are seeking a partner who will offer a high quality, AACSB-accredited MBA program in the northwestern United States. If we are not able to respond quickly to the opportunity presented by Academic Partnerships, they will seek a partnership with a university in a different state, and we will have lost the opportunity to offer an online, AACSB-accredited MBA program in southwestern Idaho in partnership with an organization that can provide a number of services that would help

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make our program successful.

The resulting loss to the region would be substantial. As noted above, recent studies suggest 80% of online students live within 100 miles of campus. The reason for this trend is twofold: First, students feel more comfortable participating in an online program offered by an institution with which they are familiar. Second and more importantly, although they may not *need* to travel to campus to attend class, online students in the vicinity of a campus have the *opportunity* to travel to campus for a wide variety of reasons: to seek help with coursework, to participate in extracurricular activities, etc. Therefore, without an online program at Boise State, students would need to take an online program from a university out of the local area, would not have the opportunity to take advantage of on-campus services, and would therefore be less likely to succeed.

- 15.** 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).

Potential students will hear about the opportunity primarily through the promotional efforts of our partner, Academic Partnerships, LLC. Academic Partnerships will be responsible for promoting the program to both individuals and corporations who may wish to sponsor employees. Their personnel will assist candidates with the enrollment process and will monitor their progress while matriculating. Boise State University controls all aspects of the admission process and our policies regarding student eligibility for graduate programs all apply.

In addition to the marketing function, Academic Partnerships LLC provides course designers to help our faculty move their content to an online format. Academic Partnerships LLC does not provide any course content, however. Content is the sole responsibility of our faculty members. Finally, our partner assists in technology issues that arise from starting a fully online program.

Note that Boise State University will retain rights to all intellectual property associated with the program, as noted on page 6 of the contract between Boise State University and Academic Partnerships LLC. (Attachment B).

- 18. Program Resource Requirements.** Indicate all resources needed to include the planned FTE enrollment, estimated expenditures, and projected revenues for the first three fiscal years 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 contract related, explain the fiscal sources and the year-to-year commitment from the contracting agency(ies) or party(ies). Provide an explanation of the fiscal impact of the proposed discontinuance to include impacts to faculty (i.e., salary savings, re-assignments).

I. Planned Student Enrollment											
(FTE calculated as 1 FTE = 12 credit hours per semester for graduate programs)											
		FY 13		FY 14		FY 15		FY 16		Cumulative Totals	
		FTE	Headcount	FTE	Headcount	FTE	Headcount	FTE	Headcount	FTE	Headcount
A. New Enrollments (end of year headcount)		0	0	60	97	153	193	217	235	430	525
B. Shifting Enrollments		0	0	0	0	0	0	0	0	-	-
II. REVENUES		FY 13		FY 14		FY 15		FY 16		Cumulative Totals	
		On-going	One-time	On-going	One-time	On-going	One-time	On-going	One-time	On-going	One-time
1. Appropriated-Reallocation										\$0	\$0
2. Appropriated new										\$0	\$0
3. Federal										\$0	\$0
4. Tuition										\$0	\$0
5. Student Fees			\$0		\$997,126		\$2,546,969		\$3,609,936	\$0	\$7,154,031
6. Other (Local Account)			\$68,291		-\$7,727		-\$60,564			\$0	\$0
TOTAL Revenue		\$0	\$68,291	\$0	\$989,399	\$0	\$2,486,405	\$0	\$3,609,936	\$0	\$7,154,031
Ongoing is defined as ongoing operating budget for the program which will become part of the base.											
One-time is defined as one-time funding in a fiscal year and not part of the base.											
		FY 13		FY 14		FY 15		FY 16		Cumulative Totals	
III. Expenditures		FTE	Cost	FTE	Cost	FTE	Cost	FTE	Cost	FTE	Cost
A. Personnel Costs											
1. FTE											
2. Faculty		summer stipend	\$ 36,000	3.5	\$ 256,500	9.5	\$ 640,500	12.0	\$ 882,000	25.0	\$1,815,000
3. Administrators		0.25	\$8,333	1.0	\$50,000	1.0	\$ 52,000	1.0	\$54,000	3.3	\$164,333
4. Adjunct Faculty		N/A	\$0	N/A	\$0	N/A	\$ -	N/A	\$0	N/A	\$0
5. Instructional Assistants		0	\$3,200	3.9	\$93,600	9.9	\$ 238,200	12.5	\$298,800	26.3	\$633,800
6. Research Personnel		0	\$0	0	\$0	0	\$0	0	\$0	0.00	\$0
7. Support Personnel		0	\$0	0	\$0	0	\$0	0	\$0	0.00	\$0
8. Fringe Benefits			\$3,125		\$76,025		\$ 195,925		\$262,800		\$537,875
TOTAL Personnel Costs		0.25	\$ 54,825	8.4	\$ 476,125	20.4	\$1,126,625	25.5	\$1,497,600	54.5	\$3,155,175
B. Operating Expenses		FY 13		FY 14		FY 15		FY 16		Cumulative Totals	
		On-going	One-time	On-going	One-time	On-going	One-time	On-going	One-time	On-going	One-time
1. Travel			\$3,000		\$3,000		\$3,000		\$3,000		\$12,000
2. Professional Services			\$0		\$448,707		\$1,146,136		\$1,624,471		\$3,219,314
4. Communications			\$0		\$6,600		\$6,600		\$6,600		\$19,800
6. Materials and Supplies			\$200		\$1,200		\$1,200		\$1,200		\$3,800
7. Rentals			\$200		\$4,200		\$10,800		\$12,000		\$27,200
8. Repairs and Maintenance			\$500		\$9,000		\$9,000		\$9,000		\$27,500
10. Miscellaneous			\$500		\$3,000		\$3,000		\$3,000		\$9,500
TOTAL OPERATING EXPENSES			\$4,400		\$475,707		\$1,179,736		\$1,659,271		\$3,319,114
C. Capital Outlay		FY 13		FY 14		FY 15		FY 16		Cumulative Totals	
		On-going	One-time	On-going	One-time	On-going	One-time	On-going	One-time	On-going	One-time
1. Library resources			\$0		\$0		\$0		\$0		\$0
2. Equipment			\$0		\$9,000		\$9,000		\$9,000		\$27,000
TOTAL Capital Outlay			\$0		\$9,000		\$9,000		\$9,000		\$27,000
D. Physical Facilities Construction			\$0		\$0		\$0		\$0		\$0
E. Indirect Costs			\$3,866		\$28,567		\$67,597		\$89,856		\$189,886
Total Expenditures			\$ 68,291		\$989,399		\$2,382,958		\$3,255,727		\$6,696,376
Net Income (Deficit)			\$1		\$0		\$103,446		\$354,209	Draft 9/25/12	

***Because no funding of this program will be part of the base of any appropriated budget, all expenses and all revenues are denoted as “non-recurring”.***

Budget Notes:

I.A. FTE calculated as yearly student credit hours divided by 24.

II.B.2. As per contract, Academic Partnerships will receive 45% of revenues.

II.C.E. University administrative fee calculated as 6% of revenue less revenue to Academic Partnerships.

III.B.5. Students will be charged \$750 per credit for the 48-credit program for a total of \$36,000 for the entire program. For FY2016, the third year of the program, we estimate 72 courses will be taught to classes with sizes ranging from 17 to 20, for a total of 5204 credit hours produced. Note that we will offer a corporate discount of 15%; we estimate that 50% of our students will enroll with such a discount.

III.B.6. Local funds totaling \$68,291 will fund the first year's planning and development. Those local funds will be repaid in the second year of the program.

**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.

<b>FY 2014</b>					
<b>Name, Position &amp; Rank</b>	<b>Annual Salary Rate</b>	<b>FTE Assignment to this Program</b>	<b>Program Salary Dollars</b>	<b>Projected Student Credit Hours</b>	<b>FTE Students</b>
Nine current but TBD, COBE full time faculty members	\$105,000 (avg)	3.5	\$256,500	1437	60
<b>Totals</b>		<b>3.5</b>	<b>\$256,500</b>	<b>1437</b>	<b>60</b>
<b>FY2015</b>					
<b>Name, Position &amp; Rank</b>	<b>Annual Salary Rate</b>	<b>FTE Assignment to this Program</b>	<b>Program Salary Dollars</b>	<b>Projected Student Credit Hours</b>	<b>FTE Students</b>
Nine current but TBD, COBE full time faculty members	\$105,000 (avg)	9	\$535,500/year	3304	138
One faculty member hired from program revenues	\$105,000 (avg)	1	\$105,000/year	367	15
<b>Totals</b>		<b>10</b>	<b>\$640,500</b>	<b>3671</b>	<b>153</b>
<b>FY2016</b>					
<b>Name, Position &amp; Rank</b>	<b>Annual Salary Rate</b>	<b>FTE Assignment to this Program</b>	<b>Program Salary Dollars</b>	<b>Projected Student Credit Hours</b>	<b>FTE Students</b>
Nine current but TBD, COBE full time faculty members	\$105,000 (avg)	9	\$567,000	2896	163
Three faculty members hired from program revenues	\$105,000 (avg)	3	\$315,000	1300	54
<b>Totals</b>		<b>12</b>	<b>\$982,000</b>	<b>5204</b>	<b>217</b>

Project the need and cost for support personnel and any other personnel expenditures for the first three

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years of the program.

We estimate the need for instructional support staff and some hourly student assistants at approximately 9 FTE and \$298,800 salary cost for the third year.

**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.

Each year for FY14, 15, 16				
Name, Position & Rank	Annual Salary Rate	FTE Assignment to this Program	Program Salary Dollars	Percent of Salary Dollars to Program
Director	\$50,000	1.00	\$50,000	100%

The Director will be responsible for:

1. Interacting with our partner on student recruiting and admission processes
2. External relations with alumni and the business community
3. Strategic planning and execution including budget development and management
4. Program operations across all university functions
5. Insuring student success by tracking progress, providing advising, and assisting with financial aid

**c. Operating Expenditures** (travel, professional services, etc.) Briefly explain the need and cost for operating expenditures.

This program is self-supporting. We do not provide books & materials but we do anticipate the occasional trip to visit our partner's corporate offices.

**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.

Current library resources are sufficient for the existing MBA programs and should be sufficient for this one too.

- (b) Indicate the costs for the proposed program including personnel, space, equipment, monographs, journals, and materials required for the program.

None.

- (c) For off-campus programs, clearly indicate how the library resources are to be provided.

Students may access the online resources of our library.

(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.

We may need to rent additional space on the cloud.

**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?

No state appropriated funds are reallocated to this program.

- (2) If the funding is to come from other sources such as a donation, indicate the sources of other funding. What are the institution's plans for sustaining the program when funding ends?

N/A.

- (3) 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.

N/A

- (4) Describe the federal grant, other grant(s), special fee arrangements, or contract(s) to fund the program. What does the institution propose to do with the program upon termination of those funds?

N/A

- (5) Provide estimated fees for any proposed professional or self-support program.

We propose a fee of \$36,000/student for the entire 48 credit program.

**Attachment A. Curriculum.**

Master of Business Administration Online Program	
Course Number and Title	Credits
MBA-ON 501 Design Thinking & Strategic Management.....	4
MBA-ON 505 Marketing Strategy.....	4
MBA-ON 510 People and Organizations .....	4
MBA-ON 515 Corporate Finance .....	4
MBA-ON 520 Global Economics: Policy and Trade .....	4
MBA-ON 525 Managerial Accounting .....	4
MBA-ON 530 Managerial Communication.....	4
MBA-ON 535 Information Technology & Business Alignment.....	4
MBA-ON 540 Managing Successful Projects .....	4
MBA-ON 545 Legal Issues in Business .....	4
MBA-ON 550 Operations and Supply Chain Management.....	4
MBA-ON 555 Business Plan Development.....	4
<b>Total</b>	<b>48</b>

Comparison of Courses required by Proposed Program with Courses required by Existing MBA Program	
Proposed Online MBA	Existing Face to Face MBA
MBA-ON 501 Design Thinking & Strategic Management	MBA 531 Strategic Perspectives & MBA 546 Strategic Management
MBA-ON 505 Marketing Strategy	MBA 540 Marketing Strategy
MBA-ON 510 People & Organizations	MBA 552 People and Organizations
MBA-ON 515 Corporate Finance	MBA 543 Managing Corporate Finance
MBA-ON 520 Global Economics: Policy & Trade	MBA 544 Global Economics: Policy and Trade
MBA-ON 525 Managerial Accounting	MBA 504 Managerial Accounting for Planning and Control
MBA-ON 530 Managerial Communication	MBA 568 Managerial Communication
MBA-ON 535 Info Tech & Business Alignment	MBA 569 Info Tech & Process Management
MBA-ON 540 Project Management	MBA 549 Successful Project Management
MBA-ON 545 Legal Enviro of Business	MBA 558 Managers and the Legal Environment of Business
MBA-ON 550 Operations & Supply Chain Mgmt	MBA 559 Issues in Supply Chain Management
MBA-ON 555 Business Plan Development	MBA 567 Business Plan Development

**Descriptions of Courses Required for Proposed Program:**

- A. **MBA-ON 501 DESIGN THINKING AND STRATEGIC MANAGEMENT (0-0-4)(F/S/SU).** Examines collaborative innovation processes that are transforming business and driving industry life cycles. Includes a first exposure to the creation of functional, business-level, and corporate-level strategies. Special consideration of organizational design, diversification, mergers and acquisitions, and measures of strategic performance including use of Balanced Scorecards. Interpersonal skills enhanced via online collaboration with classmates. PREREQ: ADM/PROG.
- B. **MBA-ON 505 MARKETING STRATEGY (0-0-4)(F/S/SU).** Focuses on revenue-generating opportunities with special emphasis on evaluating opportunities for new products or services. Includes segment analysis, customer choice behavior, branding, marketing tactics, personal selling, and the evaluation of market opportunities. Includes opportunity assessment project in industry sector of student's choosing. PREREQ: MBA-ON 501.
- C. **MBA-ON 510 PEOPLE AND ORGANIZATIONS (0-0-4)(F/S/SU).** Emphasizes integrated manager-employee relations in an organization. Includes HR planning, employee recruitment, selection, performance appraisal, discipline, coaching, compensation, and termination issues. Also focuses on collaboration, group dynamics, motivation, leadership, problem-solving, negotiation, and self-management. Interpersonal skills enhanced via online collaboration with classmates. PREREQ: MBA-ON 505.
- D. **MBA-ON 515 CORPORATE FINANCE (0-0-4)(F/S/SU).** Examines the three major decisions in corporate finance affecting value of the firm: investment, financing and cash distribution. Includes the methods used to measure corporate value and evaluate financial performance. Issues in each of the three decision areas are examined within the context of their impact on the valuation model and financial performance metrics. Includes financial modeling project in industry sector of student's choosing. PREREQ: MBA-ON 510.
- E. **MBA-ON 520 GLOBAL ECONOMICS: POLICY AND TRADE (0-0-4)(F/S/SU).** Reviews how economies work, the differences between economic systems, factors that influence international trade, exchange rates, labor economics, and government policies related to trade. Includes a survey on the economies of the world, current topics in global economics, data sources for international economic trends, and an introduction to major international trade agencies/associations. Includes application project in industry sector of student's choosing. PREREQ: MBA-ON 515.
- F. **MBA-ON 525 MANAGERIAL ACCOUNTING (0-0-4)(F/S/SU).** Examines various cost-based accounting concepts and practices. Particular emphasis on the challenges involved in using them to evaluate past performance and plan future deployment of firm resources. Interpersonal skills enhanced via online collaboration with classmates to solve managerial accounting problems. PREREQ: MBA-ON 520.
- G. **MBA-ON 530 MANAGERIAL COMMUNICATION (0-0-4)(F/S/SU).** A hands-on introduction to written and oral managerial communication including informal exchanges, elevator pitches, meetings, and persuasive formal presentations. Emphasis placed on team-oriented and supervisory communication tactics. Interpersonal skills enhanced via online collaboration with classmates. PREREQ: MBA-ON 525.
- H. **MBA-ON 535 INFORMATION TECHNOLOGY AND BUSINESS ALIGNMENT (0-0-4)(F/S/SU).** Examines the role of information technology in business process integration, strategic alignment, and business analytics. Includes application project in industry sector of student's choosing. PREREQ: MBA-ON 530.
- I. **MBA-ON 540 MANAGING SUCCESSFUL PROJECTS (0-0-4)(F/S/SU).** Introduces and provides experience in the front-end issues of project management such as team formation, communication strategies, conflict management, project constraints, and risk analysis. Includes use of the project management tools: PERT/Critical Path, resource utilization, project monitoring and tracking, and critical chain analysis. Includes application project in industry sector of student's choosing. PREREQ: MBA-ON 535.
- J. **MBA-ON 545 LEGAL ISSUES IN BUSINESS (0-0-4)(F/S/SU).** Introduces future managers to the major legal issues involved in the business environment. Covers legal reasoning and the legal system,

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agency and business associations, torts, contracts, intellectual property, employment law, sales, and product liability. Includes application project in industry sector of student's choosing. PREREQ: MBA-ON 540.

**K. MBA-ON 550 OPERATIONS AND SUPPLY CHAIN MANAGEMENT (0-0-4)(F/S/SU).**

Introduces product and service movement within the firm and between the firm and its partners up and down the supply chain. Focus on logistics management, supplier relationships, and creating operational excellence within the firm. Includes operations modeling project in industry sector of student's choosing. PREREQ: MBA-ON 545.

**L. MBA-ON 555 BUSINESS PLAN DEVELOPMENT (0-0-4)(F/S/SU).** Integrates previous coursework via development of a business plan in industry sector of the student's choosing. PREREQ: MBA-ON 550.

**Attachment B follows: Contract between Boise State University and Academic Partnerships LLC**

**Key aspects of agreement:**

- All curriculum and course content is the responsibility of Boise State University faculty members.
- Boise State University retains rights to all intellectual property created by faculty members.
- The primary role of Academic Partnerships will be the marketing of the program and the recruitment of students.
- Academic Partnerships will receive 45% of revenues. In the future, should Boise State decide to offer two additional programs in partnership with Academic Partnerships, that percentage would

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drop to 40%.

## SERVICE AGREEMENT

This Service Agreement ("Agreement") is entered into by and between Academic Partnerships, LLC, a Delaware limited liability company ("AP"), and Boise State University (the "University") as of October 15, 2012 (the "Effective Date"). AP and the University are sometimes referred to in this Agreement each as a "Party", and collectively as the "Parties."

### Recitals

- A. The University offers undergraduate, graduate, and post-graduate courses both (i) in traditional classroom settings ("Offline Educational Courses") and (ii) online ("Online Educational Courses").
- B. AP provides services to universities who offer Online Educational Courses.
- C. Subject to the terms and conditions set forth herein, the University desires to engage AP to provide AP Resource Materials (defined herein) in connection with the University's (i) development, maintenance and marketing of the University's Online Educational Courses and (ii) the conversion of Offline Educational Classes to Online Educational Classes.
- D. The rights and obligations contemplated herein shall not inure to AP or the University unless and until approval of this Agreement is sought and received from the University's Office of the Vice President for Finance and Administration, the University's Office of the Provost and Vice President for Academic Affairs, and the Idaho State Board of Education.

### I. Definitions

Capitalized terms used in this Agreement shall have the meanings described below or elsewhere in the Agreement.

- A. **"AP Materials"** means (i) AP Resource Materials, (ii) Developed Materials created by AP, and (iii) any documentation or other materials associated with the foregoing.
- B. **"AP Resource Materials"** means the materials, resources and services of AP made available to the University when (i) developing Online Educational Courses, (ii) marketing such Online Educational Courses, (iii) converting the University's Offline Educational Courses to Online Educational Courses, (iv) providing student retention support and (v) developing the best practices for online curriculum, instruction and assessment.
- C. **"AP Revenue"** means the product of multiplying the AP Revenue Percentage times the Revenue.
- D. **"AP Revenue Percentage"** means a percentage of the tuition for each Online Educational Course in which a Student is enrolled. For the first Program, and to the extent one or more new Programs are added during the Term of this Agreement, the Parties will enter into an Addendum to this Agreement, the

purpose of which will be to set forth the AP Revenue Percentage for such new Program. Any such Addendum shall be in the form of **Exhibit A** attached hereto.

- E. **“Curriculum Materials”** means a group of related Online Educational Courses (along with instructional and assessment materials), the successful completion of which results in a degree or other credentialing.
- F. **“Developed Materials”** means any ideas, designs, development tools, know-how, concepts or written materials developed by either Party.
- G. **“Faculty”** means persons appointed by the University to teach Online Educational Courses.
- H. **“Intellectual Property”** means any and all now known or hereafter existing rights associated with (i) works of authorship, including exclusive rights, copyrights, moral rights and mask works, (ii) trade secret rights, (iii) trademark and trade name rights; (iv) patents, designs and other industrial property rights, (v) other intellectual and proprietary rights of every kind and nature whether arising by operation of law, by contract or license or otherwise and (vi) all registrations, renewals, extensions, combinations, divisions, or reissues of any of the foregoing.
- I. **“Program(s)”** mean units of study offered through Online Educational Courses that lead to a degree or other certification.
- J. **“Revenue”** means all the tuition collected from Students for Online Educational Courses, irrespective of any marketing efforts by University, including Revenue from all general, prerequisite or co-requisite Online Educational Courses.
- K. **“Student(s)”** means an individual enrolled in one or more Online Educational Courses at the University.
- L. **“University Material”** means the (i) Curriculum Materials, (ii) lectures, documentation and other materials created by the University, including Developed Materials created by the University and (iii) Faculty.

## II. AP Obligations

During the Term (defined herein) of this Agreement, AP shall have the following obligations:

- A. **Marketing.** AP will:
  - (i) be the exclusive marketer, other than some traditional advertising by University such as brochures and a home web page, of the Online Programs listed in the Addendum and will market the University and its Programs using affiliate partnerships representatives and digital marketing; and



- (ii) provide competitive research regarding other universities offering similar Programs.

**B. Program Implementation.** AP's implementation team will work with the University to launch the University's Programs. AP's implementation support will include:

- (i) an integration team that works with the University's personnel (specific to each degree/certificate);
- (ii) facilitation of Program planning sessions (faculty meetings, admission policies, course sequence and calendar);
- (iii) facilitation of operational planning sessions with key University departments to review existing processes and recommend efficiencies;
- (iv) development of a "Program Guidelines" document;
- (v) facilitation of cross-functional meetings to manage implementation processes; and
- (vi) project management services, including development of a detailed project plan (the "Plan") to drive program implementation activities, and weekly reporting of project progress against the Plan.

**C. Assistance with Student Information System ("SIS") and Learning Management System ("LMS").** The University will provide to AP, read-only access to records within its SIS and LMS that contain information about students enrolled in AP Programs, including any pre-requisite General Education courses. AP relies primarily on daily extracts from university systems, but will utilize essential data from these systems to (i) create Program prototypes, (ii) assist faculty with curriculum development, (iii) facilitate student matriculation, (iv) assist in improving student retention, (v) monitor Program success and (vi) assist with and facilitate the growth of the University's Online Educational Courses. Essential SIS data includes, but is not limited to, applicant, student, section and enrollment data. Essential LMS data includes, but is not limited to, course, section, student, grade and time-and-activity data critical to providing student retention.

**D. Curriculum Support Services.** AP will work with Faculty and the University with Program design, including but not limited to:

- (i) assisting with Program / course blueprinting and course conversion;
- (ii) assist University in structuring multiple start dates in a way that also assures financial aid eligibility; and

- (iii) introducing best practices for the delivery of an online Curriculum.

**E. Recruiting and Enrollment Specialist Representatives (“ESRs”).** ESRs will serve as a primary point of contact for all prospective students for identified Programs. The ESRs will help educate students about the University’s Programs. AP’s responsibilities include:

- (i) staffing and equipping a call center for ESRs;
- (ii) providing a team of ESRs to contact potential students once a lead is received;
- (iii) providing a toll free number and website for prospective students;
- (iv) recruiting in compliance with federal law and the academic standards of the University; and
- (v) informing potential students of the Program characteristics and referring potential students to the University regarding financial aid and/or academic questions.

AP agrees that in the course of recruitment of Students for enrollment in one or more Online Educational Courses it will not provide any commission, bonus or other incentive payments based directly or indirectly upon success in securing enrollments to any person or entity engaged in any student recruiting or admission activities, or any person directly supervising such person, except in accordance with the provisions of 34 C.F.R. 668.14(b)(22)(2003) and any subsequent amendment thereto, and/or any other requirement of the United States Department of Education or the University’s regional accreditor.

**F. Application Support.** ESRs will:

- (i) inform applicant of all University application requirements;
- (ii) contact applicants regarding upcoming Program deadlines;
- (iii) remind applicants to submit necessary paperwork (transcripts, etc.);
- (iv) remind Students of the registration process, registration deadlines and payment deadlines once admitted to the University; and
- (v) refer Students to appropriate University resources if there are further questions about the Program(s).

**G. Student Services.** ESRs will provide retention services, including, but not limited to the following:

- (i) following up with Students periodically to ensure satisfaction continuing through graduation;
- (ii) referring Students to University resources if academic questions persist;
- (iii) welcoming new Students and provide upcoming registration dates and/or deadlines;
- (iv) re-engaging inactive Students; and
- (v) reminding Students of upcoming start dates, registration deadlines and payment deadlines.

**H. Protection of Student Information.** The University has informed AP that Student specific information may be protected from disclosure pursuant to the provisions of the Family Educational Rights and Privacy Act (FERPA), (20 U.S.C. § 123g; 34 CFR Part 99). AP expressly agrees that it shall (i) not disclose any such information to any third parties and (ii) take such measures as are reasonable and prudent to protect such information from inadvertent disclosure.

**III. University Obligations**

The University shall maintain the sole authority in the (i) appointment of Faculty, (ii) admission of Students, (iii) delivery of Programs, (iv) evaluation of Student performance and (v) decision to award course credit and/or academic credentialing. During the Term of this Agreement, the University shall have the following obligations:

**A. Marketing Deliverables.**

- (1) University has a duty to expressly approve or disapprove of marketing materials submitted to it by AP within 10 business days of receipt by University of the materials. AP must seek approval from the University's College of Business and Economics as well as the University's Office of Trademark Licensing and Enforcement. Such approval from the University's Office of Trademark Licensing and Enforcement shall be sought via email at [licensing@boisestate.edu](mailto:licensing@boisestate.edu). If University does not respond to AP within the 10 day period, AP may assume that the marketing materials are approved;
- (2) University will deliver to AP its branding and style guidelines;
- (3) University will allow AP to use the University web domain for marketing (i.e., <http://online.universityname.edu> or <http://degree.universityname.edu>) and host those subdomains for ease of maintenance and updates;

- B. **Regulatory Approvals, Accreditations, and Licenses.** The University will determine and obtain all necessary regulatory approvals and licenses for the Programs.
- C. **Financial/Business Oversight.** The University will oversee the financial management of the Programs.
- D. **Intellectual Property.** The University will not remove, deface, or obscure any of AP's or its suppliers' copyright or trademark notices and/or legends or other proprietary notices associated with the AP Materials.
- E. **Access to Data.** The University will provide access to Student information data and online delivery data in order for AP to fulfill its obligations under this Agreement.

#### IV. License Grants by AP

- A. **AP Resource Materials.** During the Term of this Agreement, AP grants the University a limited, non-exclusive, license to use and modify the AP Resource Materials for the specific and limited purpose of developing Programs.
- B. **Trademarks.** During the Term of this Agreement, AP grants the University a limited, nonexclusive license to use such AP trademarks, as are designated in writing by AP, for the specific and limited purpose of marketing the Programs. Exhibit B lists the initial AP trademarks that may be used per this Section.

#### V. License Grants by the University

- A. **University Materials.** During the Term of this Agreement, the University grants AP a limited, non-exclusive license to use and modify the University Materials for the specific and limited purpose of developing Programs.
- B. **Trademarks.** During the Term of this Agreement, the University grants AP a limited, non-exclusive license to such University trademarks, as designated in writing by the University, solely for the purpose of marketing the Programs. Exhibit C lists the initial University trademarks that may be used per this Section.

#### VI. Ownership

- A. **Ownership of AP Intellectual Property.** AP retains all ownership and Intellectual Property rights in the AP Materials.
- B. **Ownership of University Materials.** The University retains all ownership and Intellectual Property rights in the University Materials.
- C. **Ownership of Developed Materials.** Any right, title and interest in and to any Intellectual Property arising from or attributed to any of the work or activities

undertaken as part of this Agreement shall belong to the Party that creates such Intellectual Property, unless mutually agreed otherwise in writing.

## **VII. Term**

The term ("Original Term") of this Agreement commences on the Effective Date and ends on the fifth (5th) anniversary of the commencement date of the first Program ("Launch Date"), unless terminated under Section XII. The Original Term shall automatically renew for three (3) year periods "Successive Term(s)", unless terminated by either Party in writing 270 days before the expiration of the then current Original Term or Successive Term. To the extent that an Addendum to this Agreement is entered into for a new Program, the term of such Addendum shall also be for a period of five (5) years ("New Term") notwithstanding the fact that the New Term could exceed the period of the Original Term or the Successive Term. In the event of a New Term, all provisions of this Agreement shall remain in full force and effect for the duration of the New Term and any renewals thereafter.

## **VIII. Payment and Taxes**

- A. AP Revenue.** The University will collect all Revenue and will remit to AP the AP Revenue, which shall be due and payable to AP within thirty (30) days of the start of any Online Educational Course.
- B. Taxes.** Each Party will be responsible for any and all taxes due on their portion of Revenues received.
- C. Acknowledgement by the University.** The University acknowledges that a significant portion of AP's cost is incurred before a Student enrolls, and that AP's only method of cost recovery is through the continuing payments as a Student progresses through the Program. Therefore, for each Student who AP secures the enrollment of during the Term of this Agreement, the University will continue to remit payments to AP per Section VIII A above for so long as the Student continues to take On Line Educational Courses at the University, even if beyond the termination date of this Agreement.

## **IX. Indemnification**

- A. AP.** AP will defend and indemnify the University, to the extent permitted by Texas law, against a claim that any AP Materials furnished by AP infringes a third party's copyright, provided that: (a) the University notifies AP in writing within 30 days of the claim; (b) AP has sole control of the defense and all related settlement negotiations; and (c) the University provides AP with the assistance, information, and authority reasonably necessary to perform the above; reasonable out-of-pocket expenses incurred by the University in providing such assistance will be reimbursed by AP.

- B. **University.** The University will defend and indemnify AP, to the extent permitted by the laws of Idaho, against a claim that any University Materials furnished by the University infringes a third party's copyright, provided that: (a) AP notifies the University in writing within 30 days of the claim; (b) the University has sole control of the defense and all related settlement negotiations; and (c) AP provides the University with the assistance, information, and authority reasonably necessary to perform the above; reasonable out-of-pocket expenses incurred by AP in providing such assistance will be reimbursed by the University.
- C. **Remedies.** In the event that some or all of the AP Materials is held or is believed by AP to infringe third party rights, AP shall have the option, at its expense to: (a) modify the AP Materials to be non-infringing; or (b) obtain a license from the third party to continue using that portion of the AP Materials that is infringing the rights of such third party. If it is not commercially feasible to perform either of the above options, then AP may require the University to return the infringing AP Materials and all rights thereto. Upon return of the infringing AP Materials to AP, the University may terminate this Agreement with 10 days' written notice.

## X. **LIMITATION OF LIABILITY**

**NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES.**

## XI. **Warranties**

- A. **Authority.** Each Party warrants, to the best of its knowledge, that it has the authority to enter into the Agreement and to perform its obligations set forth herein.
- B. **Ownership by AP.** AP warrants that it is the sole and exclusive owner of all AP Materials or has the license to use and sub-license any Intellectual Property owned by third parties and incorporated into such AP Materials, and that, to the best of its knowledge; such AP Materials does not infringe any third-party rights.
- C. **Ownership by the University.** The University warrants that it is the sole and exclusive owner of all University Materials or has the license to use and sub-license any Intellectual Property owned by third parties and incorporated into the University Materials, and that, to the best of its knowledge, the University Materials does not infringe any third-party rights.

## XII. **Termination**

- A. **Material Breach.** If either Party materially breaches the terms of this Agreement and fails to correct the breach within 60 days after the non-breaching Party provides written notification, the non-breaching Party may terminate this Agreement.
- B. **Termination for Convenience.** University may terminate agreement program addendum at any time and for any reason with 2 years' written notice to AP. If University exercises this Termination for Convenience provision, University agrees

that it will not contract with another service company for similar services for Programs covered by this Agreement before the natural termination date of this agreement (5 years after the Effective Date).

- B. University's Obligations.** Upon expiration or termination of this Agreement, University shall cease all use of AP Materials and return any such material in its possession to AP.
- C. AP's Obligations.** Upon expiration or termination of this Agreement, AP shall cease all distribution of University Materials and return any such material in its possession to the University, provided that AP shall have the right to continue to use the University Materials for the sole purpose of permitting Students then enrolled in a Program to complete such Program.

### **XIII. General**

- A. Relationship Between the Parties.** Each Party is an independent contractor and will be solely responsible for payment of all compensation owed to its employees, as well as employment related taxes. Each Party will maintain appropriate worker's compensation for its employees as well as general liability insurance. Neither this Agreement, nor any terms and conditions contained herein, shall be construed as creating a partnership, joint venture, agency or franchise relationship.
- B. Governing Law and Jurisdiction.** This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with Idaho law. The Parties irrevocably agree that the courts of Ada County, Boise, Idaho shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims).
- C. Notice.** All notices, including notices of address change, required to be sent hereunder shall be in writing and shall be deemed to have been given when mailed by certified mail to:

If to AP:

Academic Partnerships, LLC  
 Attention: Chief Financial Officer  
 600 North Pearl Street  
 Suite 900  
 Dallas, Texas 75201

With copy to:

Academic Partnerships, LLC

Attn: Legal Dept.  
2200 Ross Ave., Suite 3800  
Dallas, TX 75201  
FAX No. 214-438-4133

If to the University:

Boise State University  
Attn: Kirk Smith  
1910 University Drive  
Boise ID 83725

With copy to:  
Boise State University  
Office of the General Counsel  
1910 University Drive  
Boise, Idaho 83725-1002

The Parties agree that they each may treat documents faxed and/or email attachments and/or a signature sent electronically by the other Party as original documents; nevertheless, either Party may require the other to exchange original signed documents.

- D. Severability.** In the event any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions of this Agreement will remain in full force.
- E. Waiver.** The waiver by either Party of any default or breach of this Agreement shall not constitute a waiver of any other or subsequent default or breach. Except for actions for nonpayment or breach of either Party's intellectual property rights, no action, regardless of form, arising out of this Agreement may be brought by either Party more than two years after the cause of action has accrued.
- F. Headings.** The headings appearing in this Agreement are inserted for convenience only, and will not be used to define, limit or enlarge the scope of this Agreement or any of the obligations herein.
- G. Counterparts.** This Agreement may be executed in any number of counterparts, each of which, when executed and delivered, shall be an original, and all the counterparts together shall constitute one and the same instrument.
- H. Confidential Information.** Each Party agrees that it shall not use or disclose to any third party, except for the purpose of performing this Agreement, any business and technical information of the other Party which, in the exercise of reasonable judgment, should be recognized by such Party as confidential ("Confidential Information"). The obligation of confidentiality shall not apply to information which: (a) is or becomes part of the public domain through no fault of the receiving Party; (b) is furnished by the disclosing Party to others without



restrictions on use and disclosure; (c) becomes known or available to the receiving Party without restriction from a source other than the disclosing Party without breach of any Agreement with the disclosing Party; (d) is disclosed with prior written approval of the disclosing Party; (e) is independently developed by the receiving Party without the use of any Confidential Information; (f) is previously known to the receiving Party on a non-confidential basis; or (g) is required by the Idaho Public Records Law, a court order, or a government agency to be disclosed, in which case, the receiving Party shall give the disclosing Party as much notice as is reasonably practical so that the disclosing Party may seek a protective order or other confidential protection as the disclosing Party, in its sole discretion, may elect and the receiving Party shall reasonably cooperate with the disclosing Party in disclosing Party's efforts to obtain such order or protection.

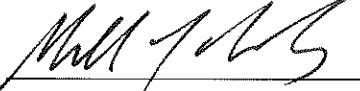
- I. **Force Majeure.** Neither Party will be liable for delays or failure in its performance hereunder to the extent such delay or failure is caused by any act of God, war, natural disaster, strike, lockout, labor dispute, work stoppage, fire, third-Party criminal act or act of government, or any other event beyond the reasonable control of that Party (an "Excusable Delay"). This Agreement may be terminated with written notice by either Party under this section should the Excusable Delay of the non-performing Party continue for more than 30 days.
- J. **Entire Agreement.** This Agreement with any documents referred to in it constitutes the entire agreement and understanding between the Parties and supersedes any previous agreement between them relating to the matters set forth herein.
- K. **Successors and Assigns.** This Agreement will be binding upon, and will inure to the benefit of, the permitted successors and assigns of each Party hereto. Neither party may assign, this Agreement or any of its rights hereunder without the prior written consent of the other party, which shall not be unreasonably withheld, and any attempted assignment without such consent shall be void.
- L. **Variation.** No variation of this Agreement or of any of the documents referred to in it shall be valid unless it is in writing and signed by or on behalf of each of the Parties.
- M. **Survivability.** The following Sections shall survive the expiration and termination of this Agreement: III.C, VI, VIII, IX, X, XI, XII, and XIII.

*[Signature*

*Page*

*Follows]*

**ACADEMIC PARTNERSHIPS, LLC**

Signature:   
Name: Michael J. Briskey \_\_\_\_\_  
Title: CFO \_\_\_\_\_  
Date: 10-15-12

**BOISE STATE UNIVERSITY**


Signature:   
Name: Stacy Pearson \_\_\_\_\_  
Title: VPFA \_\_\_\_\_  
Date: 10-27-12

EXHIBIT A *MB*

## ADDENDUM

This Addendum ("Addendum") dated as of September 15, 2012, is a supplement to that certain Service Agreement ("Agreement") dated as of September 15, 2012 between Academic Partnerships, LLC ("AP"), and Boise State University (the "University") and is fully incorporated therein.

1. NAME OF PARTICIPATING SCHOOL OR COLLEGE: College of Business and Economics
2. EFFECTIVE DATE OF PROGRAM: Upon receipt of approval by the Idaho State Board of Education and signature by the University's Vice President of Finance and Administration.
3. PROGRAMS AND/OR DEGREES: Master in Business Administration
4. AP REVENUE PERCENTAGE: 45% of the total Revenue for the MBA. Once the Parties execute an addendum for two additional Programs, the AP Revenue Percentage for the MBA will change to 40% and the two new Programs will be 45%

## ACADEMIC PARTNERSHIPS, LLC

Signature: *Michael J. Briskey*

Name: Michael J. Briskey \_\_\_\_\_

Title: CFO \_\_\_\_\_

Date: 10-15-12

## BOISE STATE UNIVERSITY

Signature: *Stacy Pearson*Name: Stacy PearsonTitle: VPFADate: 10-24-12

**EXHIBIT B**

(AP Trademarks, including those of its affiliates)

1. ACADEMIC PARTNERSHIPS, LLC
2. ACADEMIC PARTNERSHIPS
3. AP



**EXHIBIT C**

(University Trademarks)

The then current University academic logo as provided by Boise State's Office of Trademark Licensing. Please contact [licensing@boisestate.edu](mailto:licensing@boisestate.edu).

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**INSTRUCTION, RESEARCH, AND STUDENT AFFAIRS  
OCTOBER 18, 2012**

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**SUBJECT**

Board Policy III.V. Statewide Articulation and Associate Degree and Board Policy III.N. Private, In-State, Out-of-State – Second Reading

**REFERENCE**

October 2012	The Board approved the first reading of III.V. and III.N.
August 2011	The Board approved the second reading of III.V.
June 2011	The Board approved the first reading of III.V.
June 2007	The Board reviewed amendments to Board Policy III.N. The Board did not approve the changes.
September 2000	The Board approved the second reading of III.N.
June 2000	The Board approved the first reading of III.N.

**APPLICABLE STATUTE, RULE, OR POLICY**

Idaho State Board of Education Governing Policies & Procedures, Section III.V. Statewide Articulation and Associate Degree  
Idaho State Board of Education Governing Policies & Procedures, Section III.N, Private, In-State, Out-of-State, Non-Accredited Institutions, and Other Educational Source Offerings  
Section 33-107(6), Idaho Code

**BACKGROUND/DISCUSSION**

Board Policy III.V, Statewide Articulation and Associate Degree provides for the facilitation of credit transfer and also includes the Board's general education core requirements.

With increasing demand for accountability and concerns regarding alignment and transfer in an ever-changing world, the Council for Academic Affairs and Programs (CAAP) commissioned a group of key educational leaders from all eight public institutions and charged them with evaluating the Leveraging Educational Assistance Partnership (LEAP) Program framework. This taskforce was also charged with addressing concerns regarding credit transferability due to the changes in delivery of general education studies at Boise State University (BSU) and the University of Idaho (UI).

Amendments to Board Policy III.V are proposed to allow flexibility in the six credits required of the general education core that are not assigned to a specific discipline. These changes will allow for flexibility as the State General Education Core Reform Taskforce proposes new approaches to general education program design and assessment to address the needs of other stakeholders. General

education reform work requires a faculty-driven process that identifies an explicit core of learning outcomes within shared, discipline-specific competency areas. Transferability across institutions is central to general education reform and the establishment of common learning outcomes and competencies. The ability to map and assess learning outcomes and competencies across institutions will play a key role in general education reform. Because BSU and the UI have already begun campus-level general education reform, the modifications to Policy III.V. will allow for ease of transfer across public institutions as the State General Education Reform Taskforce continues its analysis and development of a recommended framework. The work will begin with a focus on the core of general education as that is the foundation for all degrees. It is expected that when a new framework is developed, the taskforce will bring forward their recommendations to the Board for approval, which would result in further changes to Board Policy III.V.

Changes to this policy also include incorporating sections of Board Policy III.N regarding the acceptance of credit from registered postsecondary educational institutions and proprietary schools.

Board Policy III.N. Private, In-State, Non-Accredited Institution, and Other Educational Source Offerings sets out the registration requirements for proprietary schools and postsecondary educational institutions who wish to offer courses, courses of study or degree's within the state and touches on how public postsecondary institutions should treat credit transfer from these schools and institutions. Chapter 24, Title 33, Idaho Code sets out the registration requirements for proprietary schools and postsecondary educational institutions and establishes the Board's authority to manage the registration process. Additional clarifying procedures regarding the registration process are outlined in IDAPA 08.01.11. There have been a number of changes to Idaho Code and the rules since April of 2002 when III.N. was last updated. Additionally, the Board's authority over institutions not under its governance or oversight are regulated through Idaho code and IDAPA rule and those entities the Board has governance over are regulated through Board policy. As such Board Policy is no longer in compliance with Idaho code or IDAPA rule and is redundant to the regulations set out within them. As such Board Policy III.N. should be repealed in its entirety. The language within the policy that touches on the transfer of credits to our public postsecondary institutions is being moved to III.V., Articulation and Transfer (previously titled Articulation and Associate Degree Policy).

After further discussion with Board members, additional changes were made from the first reading of Board Policy III.V. to include adding definitions of interdisciplinary courses and foundational courses. The changes that were made are indicated on page 12.



**INSTRUCTION, RESEARCH, AND STUDENT AFFAIRS  
OCTOBER 18, 2012**

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**IMPACT**

Amendments to Board Policy III.V allow for flexibility as the State General Education Core Reform Taskforce looks at general education with new approaches to program design and assessment. Changes also include the incorporation of transfer language that was previously included in III.N.

**ATTACHMENTS**

Attachment 1 – Board Policy III.N., Private, In-state, Out-of-state,  
Non-Accredited Institution and Other Educational  
Source Offerings Proposed Amendments Page 5

Attachment 2 - Board Policy III.V., Statewide Articulation  
and Associate Degree Proposed Amendments Page 11

**STAFF COMMENTS AND RECOMMENDATIONS**

Amendments to Board Policy III.V will allow for flexibility with current practice, and allow the Taskforce to continue its work with the general education reform initiative. Staff would like to emphasize that as the Taskforce formalizes their recommendations, there will be significant amendments to Board Policy III.V. for the Board's consideration.

Board staff recommends approval of both policies as presented.

**BOARD ACTION**

I move to approve the second reading of amendments to Board Policy III.N. Private, In-state, Out-of-state, Non-Accredited Institution and Other Educational Source Offerings as presented.

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

AND

I move to approve the second reading of the amendments to Board Policy III. V. Statewide Articulation and Associate Degree as presented.

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

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**GOVERNING POLICIES AND PROCEDURES****SECTION: III. POSTSECONDARY AFFAIRS****N. Private In-State, Out-of-State, Non-Accredited Institutions, and other Educational Source Offerings**April 2002

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**1. Statutory Authority**

~~Section 33-107(6), Idaho Code, establishes as a general power and duty of the Board the maintenance of a register of courses and programs offered anywhere in the state of Idaho by postsecondary institutions that are: a.) located outside the state and are offering courses or programs for academic credit or otherwise; or b.) located within the state of Idaho but not accredited by a regional or national accrediting agency recognized by the Board and are offering courses for academic credit. The acceptance of academic or non-academic credit at public postsecondary institutions in Idaho is the prerogative of the Board. In addition, Chapter 24, Title 33, Idaho Code, establishes requirements for registration, agent's permit, purchase statement, surety bond and student tuition recovery account.~~

**2. Register of Accredited In-State and Out-of-State Institutions****a. Maintenance of Register**

~~A register of courses and programs is maintained at the Office of the State Board of Education. The Office will establish written procedures, available upon request, for compliance with the requirements of Section 33-107(6), Idaho Code. Accredited institutions are exempt from Chapter 24, Title 33, Idaho Code.~~

**b. In-State Accredited Institutions**~~—(1) Regional Accreditation Bodies (III.M. – Accreditation)~~

~~—An in-state institution (i.e., is physically located in Idaho) accredited by one of the six (6) regional accreditation agencies (see Section III, Subsection M) is exempt from registering with the Office of the State Board of Education. Furthermore, credits awarded by one of the six regional accreditation agencies will be accepted by the State Board of Education and transferable into Idaho's public postsecondary system.~~

~~(2) Non-Regional Accreditation Agencies~~

~~The State Board of Education also recognizes those national accreditation agencies approved by the U.S. Department of Education.~~

~~Private in-state institution(s) that are accredited by one (1) of these national accreditation bodies are exempt from registering with the Office of the State Board of Education. However, the acceptance of programs and/or credits is not assured. Those institutions that wish to have their programs and/or credits accepted that the Board, and hence, the public colleges and universities, must forward an application to the Office of the State Board of Education.~~

**GOVERNING POLICIES AND PROCEDURES****SECTION: III. POSTSECONDARY AFFAIRS****N. Private In-State, Out-of-State, Non-Accredited Institutions, and other Educational Source Offerings****April 2002**

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~~The Board's Instruction, Research and Student Affairs Committee or its designee will evaluate the application submitted by private, in-state, non-regionally accredited institutions. The evaluation will follow the identical standards by which the State Board of Education evaluates its own public postsecondary institutions. Should the program(s) or course(s) be evaluated as comparable to a program(s) or course(s) offered by an Idaho public institution, it will be accepted by the State Board of Education and hence transferable into the public postsecondary system. Those program(s) and course(s) that are not comparable will not be accepted by the State Board of Education and will not transfer to those institutions under their governance.~~

~~The State Board of Education, through its IRSAC, shall set program and course evaluation fees, and any impact fees.~~

~~c. Out-of-State Accredited Institutions~~

~~A registration form/application must be submitted by any Board recognized accredited out-of-state institution to the State Board of Education. Critical evaluation of each of the components of such offerings as compared with courses, programs, credit awarded, and faculty of postsecondary institutions under governance of the Board will be accomplished by the Board's Instruction, Research and Student Affairs Committee or its designee. Should the course be evaluated as comparable to a course offered by an Idaho institution, it will be designated as "comparable" on the registration form; should the course not be comparable, it will be designated as "not comparable" on the form. Any interested person who makes inquiry concerning such course will be told whether the course is comparable or not comparable to offerings available from Idaho institutions.~~

~~Academic credit for courses evaluated as not comparable shall not be accepted by Idaho postsecondary institutions under the direction and control of the Board. Courses or programs evaluated as comparable will be accepted for academic credit by Idaho's public postsecondary institutions and thus shall be fully transferable among the institutions.~~

~~The State Board of Education, through its Instruction, Research and Student Affairs Committee, shall set course and program processing fees, an impact fee, and a registration fee.~~

~~3. Register of Non-accredited Institutions and Other Educational Source Offerings~~

~~a. Statutory Authority~~

**GOVERNING POLICIES AND PROCEDURES****SECTION: III. POSTSECONDARY AFFAIRS****N. Private In-State, Out-of-State, Non-Accredited Institutions, and other Educational Source Offerings****April 2002**

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- ~~— In addition to the powers conferred by Chapter 24, Title 33, Idaho Code, Section 33-107(6) requires the Board to maintain a register of institutions and their courses to be offered anywhere in the state of Idaho by postsecondary institutions which are located outside or within the state of Idaho but not accredited by a regional or national accrediting agency recognized by the Board. Idaho statute does not permit the offering of programs (i.e., degrees) in Idaho by non-accredited institutions. The acceptance of academic and non-academic credit, at public postsecondary institutions in Idaho, is the prerogative of the State Board of Education.~~
- ~~— b. Registration without Acceptance of Credit~~
- ~~— All trade, correspondence, technical vocational or other schools with a physical presence in Idaho and not accredited by an accrediting agency recognized by the Board must register with the Board. In addition to the requirements of Chapter 24, Title 33, Idaho Code, the registration will include:~~
- ~~(1) The applying institution shall provide the following: (a) a current financial statement with an opinion audit prepared by a certified public accountant; (b) a description of instructional methods used by the institution including mission statements, methods for assigning, monitoring and evaluating work, design of curriculum, and awarding credit; and (c) submission of credentials for faculty, including the submission of official copies of academic transcripts, verification of educational degrees attained and description of courses taught by that individual.~~
  - ~~(2) Restrictions against an institution's awarding credit, earned or honorary, primarily on the basis of: (a) payment of tuition or a fee, (b) credit earned at another school, (c) credit for life experience or other equivalency, (d) testing out of required course work, (e) research and writing, or (f) any combination of the foregoing.~~
  - ~~(3) Performance/Surety Bond: The performance/surety bond, based upon Idaho student enrollment will be as follows:~~
    - ~~• \$25,000 -- less than 50 students;~~
    - ~~• \$50,000 -- 50 to 99 students; or~~
    - ~~• \$100,000 -- 100 or more students~~
- ~~Chapter 24, Title 33, Idaho Code provides for an exemption for those applicants who can demonstrate through such means as a CPA audit that the institution's annual tuition received is less than \$10,000 per year. In that case, the performance/surety bond will be \$10,000 per year.~~

**GOVERNING POLICIES AND PROCEDURES****SECTION: III. POSTSECONDARY AFFAIRS****N. Private In-State, Out-of-State, Non-Accredited Institutions, and other Educational Source Offerings****April 2002**

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**c. Registration with Acceptance of Credit**

~~A non-accredited in-state or out-of-state institution or educational source with a physical presence in Idaho desiring to have its academic or non-academic courses accepted by the Board and the Idaho public postsecondary institutions, must submit each course or workshop request to be offered in Idaho to the Board's Academic Affairs and Program Committee for critical evaluation and review. The AAPC shall establish an evaluation and review process in compliance with Section 33-107(6), Idaho Code, Chapter 24, Title 33, Idaho Code and the AAPC Guidelines for Program Review and Approval. The registration will include:~~

~~(1) On-site visit requirements (in-state campus, and/or out-of-state home (main) campus or sending site) not less than once every five (5) years. The on-site visitation shall be conducted by a representative of the State Board of Education (SBOE) and may occur more frequently at the Board's discretion. The registered institution is required to pay the costs of the inspection and visitation by Idaho authorities.~~

~~(2) Should the course or workshop be evaluated as acceptable or comparable to a course or workshop offered by an Idaho institution, it will be accepted for academic or non-academic credit by the SBOE and thus be accepted by the public postsecondary institutions in Idaho.~~

~~(3) Academic or non-academic credit evaluated as non-acceptable or not comparable shall not be accepted by Idaho's public postsecondary institutions.~~

~~(4) Course or workshop fees for the evaluation, processing, registration, and impact will be set by the Board through its Academic Affairs and Program Committee and established in Administrative Rules.~~

**4. Referral to the Attorney General**

~~Section 33-107(6), Idaho Code, requires establishment of criteria consistent with generally accepted professional standards relating to use of false or misleading advertising, solicitations, or false promises of employment. The Academic Affairs and Program Committee evaluates each registration of an out-of-state institution or an in-state non-accredited institution for compliance with such generally accepted standards and submits to the Board a recommendation that the office of the attorney general be notified of any violation. The Board itself must forward any such requests for action on violations to the office of the attorney general.~~

**GOVERNING POLICIES AND PROCEDURES****SECTION: III. POSTSECONDARY AFFAIRS****N. Private In-State, Out-of-State, Non-Accredited Institutions, and other Educational Source Offerings****April 2002**

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**5. Interpretations**

- ~~— a. Non-credit or continuing education courses are subject to compliance with Section 33-107(6), Idaho Code, if offered in Idaho by an accredited out-of-state institution or an in-state or out-of-state non-accredited institution.~~
- ~~— b. Accredited out-of-state institutions and non-accredited institutions, either in-state or out-of-state, or their agents or representatives, are exempt from compliance with Section 33-107 (6), Idaho Code, if the courses or programs are offered at a U.S. military installation solely for military personnel.~~
- ~~c. For purposes of this policy, a non-accredited postsecondary institution or educational source shall be deemed to have a physical presence in Idaho if it owns, rents, leases, or uses any office or other physical location in Idaho from which it, or its representatives sells, offers for sale, or distributes any course or courses for academic credit or otherwise.~~
- ~~d. Academic credits from in-state accredited institutions will be accepted within Idaho's higher education system with the exception of religious, a vocational or recreational, private vocational courses sponsored by an employer for the training or preparation of its own employees, and aviation schools/instructors under the supervision of the federal aviation administration. Further, intensive review courses designed to prepare students for certified public accountancy tests, law school aptitude tests, bar examinations, graduate record exams, or medical admission tests will be exempt in accordance with Section 33-2402, Idaho Code.~~
- ~~— e. Authority is delegated to the postsecondary institutions under the Board's governance to evaluate and accept credits on behalf of transferring students who have earned those credits from any out-of-state accredited institution or from any non-accredited institution or other educational source. However, if the Board has previously approved credits for courses and programs, those credits are transferable among all Idaho public institutions. Notwithstanding the foregoing, an institution may deny credit transfer to comply with specialized accreditation requirements, or in unique degree requirements.~~
- ~~— f. Credits accepted by one institution under the Board's governance are transferable by the student to any other postsecondary institution under the Board's governance.~~

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## Idaho State Board of Education

## GOVERNING POLICIES AND PROCEDURES

SECTION: III. POSTSECONDARY AFFAIRS

SUBSECTION: V. Articulation and ~~Associate Degree Policy~~ Transfer~~August 2011~~ December 2012

## 1. Statewide Articulation

## a. Associate of Arts and Associate of Science Degrees

To facilitate the transfer of students, Boise State University, Idaho State University, Lewis-Clark State College, the University of Idaho, the College of Southern Idaho, North Idaho College, and the College of Western Idaho, shall individually and jointly honor the terms of this statewide articulation policy.

Students who complete requirements for the Associate of Arts or Associate of Science degree at an accredited institution in Idaho ~~and Treasure Valley Community College~~ will be considered as satisfying the lower division general education core requirements and shall be granted junior standing upon transfer to a four-year public institution in Idaho and will not be required to complete any additional lower division general education core courses subject to the conditions listed below.

Transfer students from any in-state or out-of-state academic accredited institution who have completed the equivalent of the State Board of Education's general education core for the Associate Degree will not be required to complete additional lower division general education core courses. However, these students must obtain certification of such completion. Certification of successful completion of the lower division general education core for students who have not completed the Associate of Science or Associate of Arts degree is the responsibility of the transferring institution.

This transfer policy will provide for the fulfillment of all general education, lower division core requirements only. It is not intended to meet specific course requirements of unique or professional programs (e.g., engineering, pharmacy, business, etc.). Students who plan to transfer to unique or professional programs should consult with their advisors and make early contact with a program representative from the institution to which they intend to transfer.

Transfer students who have not completed the Associate of Arts or Associate of Science or the general education core courses will not come under the provision of this articulation policy.

A maximum of seventy (70) lower division credit hours or one-half of the total credits required for a student's intended baccalaureate degree, whichever is greater, will normally be accepted for transfer from accredited community or junior colleges.

## Idaho State Board of Education

## GOVERNING POLICIES AND PROCEDURES

SECTION: III. POSTSECONDARY AFFAIRS

SUBSECTION: V. Articulation and [Associate Degree Policy Transfer](#)[August 2011 December 2012](#)

## b. Associate of Applied Science Degrees

Students who complete all or a portion of the State Board of Education's general education coursework for the Associate of Applied Science degree at one of the public postsecondary institutions in Idaho may fully transfer those completed general education core courses into an academic program. However, professional-technical transfer students who have not completed any courses under the general education core will not be covered under the provisions of this articulation policy.

## 2. Transfer Associate Degree

The [lower division-100 and 200 level](#) general education core requirement must fit within the following [thirty \(30\)](#) credit and course requirements and must have a minimum of thirty-six (36) credit hours. [The remaining six \(6\) credits may come from the disciplines listed below, interdisciplinary courses, or foundational program courses.](#)

Interdisciplinary courses integrate coursework from different academic areas and provide students an opportunity to engage in learning through inquiry while drawing on knowledge from multiple fields.

Foundational program courses integrate a disciplinary lens approach to the curriculum, serve as an academic introduction to the kinds of inquiry that are required for college learning, build problem solving skills, and identify student learning outcomes.

[State Board of Education General Education Core:](#)

	Required Courses	Minimum Credits
a. <a href="#">Communications</a> Coursework in this area enhances students' ability to communicate clearly, correctly, logically, and persuasively in spoken English. <a href="#">Disciplines:</a> Speech, Rhetoric, and Debate	1	2
b. <a href="#">English Composition</a> In meeting this goal, students must be able to express themselves in clear, logical, and grammatically correct written English. Up to six (6) credits may be exempt by ACT, SAT, CLEP or other institution accepted testing procedure. *3 or 6 credit hours depending upon initial placement results.	1	3 to 6*
c. <a href="#">Behavioral and Social Science</a> Coursework in this area provides instruction in: (1) the history and culture of civilization; (2) the ways political and/or economic organizations, structures and institutions function and influence thought and behavior; and (3) the scientific method as it applies to social science research. <a href="#">Disciplines:</a> Anthropology, Economics, Geography, History, Political Science, Psychology and Sociology. Note: Courses must be distributed over two (2) different disciplines.	2	6

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d. <u>Humanities, Fine Arts, and Foreign Language</u> Coursework in this area provides instruction in: (1) the creative process; (2) history and aesthetic principles of the fine arts; (3) philosophy and the arts as media for exploring the human condition and examining values; and (4) communication skills in a foreign language. <u>Disciplines:</u> Art, Philosophy, Literature, Music, Drama/Theater, and Foreign Languages.	2	6
e. <u>Natural Science</u> Coursework in this area: (1) provides an understanding of how the biological and physical sciences explain the natural world and (2) introduces the basic concepts and terminology of the natural sciences. <u>Disciplines:</u> Biology, Chemistry, Physical Geography, Geology, and Physics. Note: Courses may be distributed over two (2) different disciplines and must have at least one (1) accompanying laboratory experience.	2	7
	Required Courses	Minimum Credits
f. <u>Mathematics</u> Coursework in this area is intended to develop logical reasoning processes; skills in the use of space, numbers, symbols, and formulas; and the ability to apply mathematical skills to solve problems. <u>Disciplines:</u> College Algebra, Calculus, Finite Mathematics, and Statistics.	1	3

## 3. Associate of Applied Science Degree.

This professional-technical degree requires a minimum of 15 credit hours of general education coursework selected from each institution's general education core and is comparable to the general education core of the Associate of Arts (A.A.) and Associate of Science (A.S.) degrees. The courses completed from the general education core of the A.A.S. will be fully transferable to the A.A., A.S., and baccalaureate degrees.

	Required Courses	Minimum Credits
a. <u>English/Communication</u> In meeting this goal, students must be able to express themselves in clear, logical, and grammatically correct written English. <u>Disciplines:</u> English 101 required, English 102 or Communication 101; An Applied English or Technical Writing course may be used if found to be comparable to ENGL 102.	2	6
b. <u>Mathematics/Computation</u> Coursework in this area is intended to develop logical reasoning processes; skills in the use of space, numbers, symbols, and formulas; and the ability to apply mathematical skills to solve problems. <u>Disciplines:</u> College Algebra, Calculus, Finite Mathematics and Mathematical Statistics. An Applied Mathematics course may be used if found to be comparable to a traditional mathematics course.	1	3
c. <u>Social Science/Human Relations</u> Coursework in this area provides the student with the skills needed for understanding individuals in the work place and the functioning of thought and behavior. <u>Disciplines:</u> Human Relations, Psychology, and Sociology	1	3

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d. <u>Elective</u> Coursework in this area may come from any general education core requirement as listed in III.V.2.	1	3
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4. Authority is delegated to the postsecondary institutions under the Board's governance to evaluate and accept credits on behalf of transferring students who have earned those credits from any out-of-state accredited institution or from any non-accredited institution or other educational source. However, if the Board has previously approved credits for courses and programs, those credits are transferable among all Idaho public institutions. Notwithstanding the foregoing, an institution may deny credit transfer to comply with specialized accreditation requirements, or in unique degree requirements.

Credits accepted by one institution under the Board's governance are transferable by the student to any other postsecondary institution under the Board's governance.

**INSTRUCTION, RESEARCH, AND STUDENT AFFAIRS**  
**DECEMBER 13, 2012**

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**SUBJECT**

Board Policy III.AA. Accountability Oversight Committee – Second Reading

**REFERENCE**

October 2012	The Board approved the first reading of proposed changes to Board Policy III.AA.
April 2010	The Board approved the second reading of Board Policy III.AA.
February 2010	The Board approved the first reading of Board Policy III.AA.

**APPLICABLE STATUTE, RULE, OR POLICY**

Idaho State Board of Education Governing Policies & Procedures, Section III.AA. Accountability Oversight Committee

**BACKGROUND/DISCUSSION**

Board Policy III.AA., Accountability Oversight Committee, outlines the membership and responsibilities of the Board's Accountability Oversight Committee. The Board's Accountability Oversight committee is an ad hoc committee of the Board and is staffed by the Board's Accountability Program Manager. The committee is responsible for reviewing and making recommendations on the results of the statewide assessments, and producing an annual report of student achievement to the Board.

The proposed changes to this policy would strike the language requiring a recommendation from the Governor's office prior to filling a vacancy of one of the four (4) previously Governor recommended positions.

Staff have received no comments regarding the proposed change to this policy. There have been no changes between the first and second reading.

**IMPACT**

The proposed change would give the Board greater flexibility in filling vacant or expired positions on the committee in a timely manner. Recommendations may still be given by the Governor or the Governor's staff, however, if they do not have a recommendation the Board will be able to move forward in filling vacant positions.

**ATTACHMENTS**

Attachment 1 – Board Policy III.AA., Accountability Oversight Committee Page 3

**STAFF COMMENTS AND RECOMMENDATIONS**

Amendments to Board Policy III.AA. will allow for the Board to fill vacant positions in a more timely manner while still allowing for the Governor to make recommendations should he desire. Staff received no concerns regarding this change from the Governor's office.

**INSTRUCTION, RESEARCH, AND STUDENT AFFAIRS  
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Board staff recommends approval of the policy as presented.

**BOARD ACTION**

I move to approve the second reading of policy amendments to Board Policy III.  
AA. Accountability Oversight Committee as submitted.

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

**Idaho State Board of Education**

**GOVERNING POLICIES AND PROCEDURES**

**SECTION: III. ACADEMIC AFFAIRS**

**SUBSECTION: AA. Accountability Oversight Committee ~~April 2010~~ December 2012**

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**1. Overview**

The Accountability Oversight Committee will function as an ad hoc committee of the Idaho State Board of Education and be staffed by the Board's Accountability Program Manager.

**2. Duties and Responsibilities**

- a. Provide recommendations to the Board on the effectiveness of the statewide student achievement system and make recommendations on improvements and/or changes as needed.
- b. Develop and review an annual report of student achievement. This report shall be compiled collaboratively by Board and State Department of Education staff and submitted to the committee for review. The committee will forward the report to the Board with recommendations annually.

**3. Meetings and Operating Procedures**

The committee shall meet twice annually, additional meetings may be called by the Chair as needed.

**4. Membership**

The committee membership shall consist of:

- Two members of the Idaho State Board of Education, appointed by the Board president;
- The Superintendent of Public Instruction; and
- Four members at large appointed by the Board, one of which will chair the committee, and shall serve a term of one year as chair.

**5. Terms of Membership**

Board members appointed to the committee serve at the pleasure of the president of the Board. Committee members appointed by the Board shall serve two-year terms. An incumbent member may be recommended for re-appointment. All terms shall begin on July 1<sup>st</sup> and end on June 30<sup>th</sup> of the year(s) beginning or ending said term.

Appointments shall be staggered to ensure that no more than two (2) appointments will become vacant in any given year.

An appointee who has reached the end of his or her term shall remain in service as a committee member until re-appointment, or until the appointment of a new member by the Board. Committee officers will be nominated and elected by a vote of the committee.

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The Superintendent of Public Instruction will serve as an ex-officio member of the committee.

6. Reporting

This committee shall report directly to the Board.



**INSTRUCTION, RESEARCH, AND STUDENT AFFAIRS  
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**SUBJECT**

Board Policy III.AB. Rural Physician Incentive Program Oversight Committee –  
Second Reading

**REFERENCE**

October 2012	The Board approved the first reading of proposed changes to Board Policy III.AB.
June 2010	The Board approved the second reading of Board Policy III.AB.
April 2010	The Board approved the first reading of Board Policy III.AB.

**APPLICABLE STATUTE, RULE, OR POLICY**

Section 33-3723 – 33-3725, Idaho code.  
Idaho State Board of Education Governing Policies & Procedures, Section III.AB.  
Rural Physician Incentive Program Oversight Committee

**BACKGROUND/DISCUSSION**

During the 2012 Legislative session changes were made to Idaho statute moving the administration of the Rural Physician Incentive Program to the Department of Health and Welfare's Office of Rural Health. As part of this change, the Rural Physician Incentive Program Oversight Committee was combined with an already existing committee within the Department of Health and Welfare. This move has made Board Policy III.AB. obsolete.

There have been no changes between the first and second reading.

**IMPACT**

The proposed change repeals Board Policy III.AB., eliminating the Rural Physician Incentive Program Oversight Committee policy in its entirety.

**ATTACHMENTS**

Attachment 1 – Board Policy III.AB., Rural Physician Incentive  
Program Oversight Committee

Page 3

**STAFF COMMENTS AND RECOMMENDATIONS**

Board staff recommends approval of the policy as presented.

**BOARD ACTION**

I move to approve the second reading of amendments to Board policy repealing Section III. AB. Rural Physician Incentive Program Oversight Committee as submitted.

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

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**Idaho State Board of Education**

**GOVERNING POLICIES AND PROCEDURES**

**SECTION: III. ACADEMIC AFFAIRS**

**SUBSECTION: AB. Idaho Rural Physician Incentive Program**

**June 2010**

**1. Overview**

The Idaho Rural Physician Incentive Program was developed to encourage primary care physicians to practice in medically underserved areas of Idaho. [Sections 33-3723](#), 33-3724, and 33-3725, Idaho Code establish the authority for the State Board of Education (Board), through an oversight committee, to administer the Idaho Rural Physician Incentive Program, and to assess and collect the rural physician incentive fee.

Idaho Code Section 33-3724 authorizes the Rural Physician Incentive Fund and facilitates payment of qualified educational debts of rural physicians who practice in areas of the state that are medically underserved and that demonstrate the need for assistance in physician recruitment. The fund is funded by fees assessed to all Idaho students participating in the WWAMI (Wyoming, Washington, Alaska, Montana and Idaho) and University of Utah state supported medical education programs.

**2. Idaho Rural Physician Incentive Program Oversight Committee**

The Idaho Rural Physician Incentive Program Oversight Committee (Oversight Committee) is established per Idaho Code 33-2724 and shall serve under the direction of the Board.

**a. Oversight Committee Membership**

Committee membership shall have a balanced representation of primary constituent groups within health professions. The committee shall be composed of members from the following organizations:

- i. Idaho Hospital Association
- ii. Idaho Medical Association
- iii. Idaho Osteopathic Association
- iv. Office of Rural Health and Primary Care
- v. The Idaho Area Health Education Center
- vi. Medical Student Program Administrator
- vii. Each Idaho Physician Residency Program receiving State appropriated fund support
- viii. Other appropriate organizations

**b. Nominating Process**

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~~The Executive Director shall solicit written nominations of qualified individuals from each of the organizations provided above for committee membership. The Executive Director may select from the nominations or select other qualified individuals to serve on the committee. All selections by the Executive Director are subject to approval by the Board. The list of candidates must be forwarded to the Board for consideration not less than 60 days prior to expiration of the term of committee member, or within 30 days after any vacancy.~~

~~c. Terms of Membership~~

~~Committee members shall serve three year terms. An incumbent member may be nominated by the committee for re-appointment by the Board, but no member may serve more than three (3) consecutive terms. All terms shall begin on July 1 and end on June 30 of the year(s) beginning or ending said term.~~

~~Appointments will be staggered to ensure continuity of operations as members of the Committee complete their initial term of appointment and are reappointed or replaced. An appointee who has reached the end of his or her term shall remain in service as a committee member until reappointment, or until the appointment of a new member is named and approved by the Board. Officers will be nominated and elected by a vote of the committee.~~

~~d. Elections of Officers~~

~~The Committee will elect a Chair, Vice chair, and Secretary for terms of office of one year. The Chair will call and conduct each meeting of the Committee. In the absence of the Chair, the Vice chair may call and conduct each meeting. The Chair or Vice chair will provide a brief oral report after each meeting to the Executive Director. The Committee Secretary will ensure that a brief written summary of each Committee meeting, along with Committee approved actions/recommendations, is forwarded to the Executive Director in a timely manner.~~

~~e. Operating Procedures~~

~~The Committee will meet at the call of the Chair as often as necessary to fulfill Committee responsibilities but not less than twice each calendar year. Time and location of all meetings is at the discretion of Chair based on availability of Committee members. A meeting agenda will be published prior to each meeting and made available to Committee members along with appropriate meeting materials. All meetings will conform to Section, 67-2340-67-2347, Idaho Code, Open Meeting Law.~~

~~f. Duties of the Oversight Committee~~

~~The Committee will solicit qualified physician applicants/eligible areas for participation in the Rural Physician Incentive Program; and select and prioritize~~

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~~approved physician candidates/eligible areas consistent with the Board approved criteria (see IDAPA 08.01.14, subsections .014 and .016). Awards shall not exceed the amount available in the fund when making award recommendations.~~

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