STATE BOARD OF EDUCATION MEETING
April 17-18, 2013
University of Idaho
Student Union Building, Ballroom
Moscow, Idaho

Wednesday, April 17, 2013, 9:00 a.m., Student Union Building, Ballroom, Moscow, Idaho

BOARDWORK

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

BUSINESS AFFAIRS & HUMAN RESOURCES

Section II – Finance

A. FY 2014 Dual Credit Fees
B. Overview – Student Tuition & Fee Rates (Academic Year 2013-2014)
   1. University of Idaho – Student Tuition & Fee Rates
   2. Boise State University – Student Tuition & Fee Rates
   3. Idaho State University – Student Tuition & Fee Rates
   4. Eastern Idaho Technical College – Student Tuition & Fee Rates
   5. Lewis-Clark State College – Student Tuition & Fee Rates

WORK SESSION – BUSINESS AFFAIRS & HUMAN RESOURCES

A. Institution Business Enterprises

EXECUTIVE SESSION (closed to the public)

University of Idaho

1. I move to hold executive session pursuant to Sections 67-2345(1)(c), Idaho code "to acquire an interest in real property which is not owned by a public agency."
2. I move to hold executive session pursuant to section 67-2345(1)(b), Idaho code "to consider the evaluation, dismissal or disciplining of, or to hear complaints or charges brought against, a public officer, employee, staff member or individual agent, or public school student."

Boise State University

3. I move to hold executive session pursuant to section 67-2345(1)(b) and (d), Idaho code "to consider the evaluation, dismissal or disciplining of, or to hear complaints or charges brought against, a public officer, employee, staff member or individual agent, or public school student" and "to consider

records that are exempt from disclosure as provided in chapter 3, title 9, Idaho code."

4. I move to hold executive session pursuant to section 67-2345(1)(a), Idaho code "to consider hiring a public officer, employee, staff member or individual agent wherein the respective qualities of individuals are to be evaluated in order to fill a particular vacancy or need."
5. I move to hold executive session pursuant to section 67-2345(1)(f), Idaho code "to communicate with legal counsel for the public agency to discuss the legal ramifications of and legal options for pending litigation, or controversies not yet being litigated but imminently likely to be litigated."

Thursday April 18, 2013, 8:00 a.m., Student Union Building, Ballroom, Moscow, Idaho

OPEN FORUM

CONSENT AGENDA

BAHR – Section II - Finance

1. Boise State University – Beverage Services Contract
2. University of Idaho – Renewal of Lease – CH2M Hill
3. University of Idaho – Renewal of Lease – UICD/Harbor Center
4. University of Idaho – Purchase of Mass Spectrometer

IRSA

5. Quarterly Report: Programs and Changes Approved by Executive Director
6. EITC Program Discontinuance
7. HERC Appointment

PPGA

8. University of Idaho – Facility Naming
9. Boise State University – Facility Naming
10. Lewis-Clark State College - Facility Naming
11. Eastern Idaho Technical College – Advisory Council Appointment
12. Idaho Division of Vocational Rehabilitation Advisory Council Membership
13. Trustee Zone Boundaries, Technical Correction

SDE

14. Appointment to the Professional Standards Commission

PLANNING, POLICY & GOVERNMENTAL AFFAIRS

1. University of Idaho Progress Report

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2. Presidents' Council Report
3. Professional Technical Education Progress Report
4. Board Governing Policy and Procedures – Bylaws – 2nd Reading
5. Board Governing Policy and Procedures – I.P. 2nd Reading
6. Institution/Agency Strategic Plans
7. President Approved Alcohol Permits Report

AUDIT

1. Audit Committee Charter
2. Lewis-Clark State College – Internal Auditor Update

BUSINESS AFFAIRS & HUMAN RESOURCES

Section I – Human Resources

1. Amendment to Board Policy – Section II.H. – Coaching Personnel – Second Reading
2. Amendment to Board Policy – Section I.N. – Miscellaneous Provisions – First Reading

Section II – Finance (2 hr 15 min)

1. FY 2014 Athletics General Fund Limits
2. FY 2015 Budget Request Process Guidelines
3. FY 2014 Appropriations
4. Amendment to Board Policy – Section V.B. – Budget Policies – First Reading
5. Amendment to Board Policy – Section V.F. – Bonds and Other Indebtedness – First Reading
6. Boise State University – Employee Dependent Fee Program
7. Boise State University – Planning and Design of Fine Arts Building
8. Boise State University – Acquisition of University Christian Church Property
9. Boise State University – Authorization for Issuance of 2013 General Revenue Project and Refunding Bonds
10. Idaho State University – Employee Dependent Fee Program
11. Idaho State University – ISU Bengal Pharmacy
12. University of Idaho – Authorization for Issuance of 2013 General Revenue Project and Refunding Bonds
13. Lewis-Clark State College – Clearwater Hall Refinancing

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DEPARTMENT OF EDUCATION

1. Superintendent's Update
2. Pending Rule – Docket No. 08-0201-1301 – Rules Governing Administration – Negotiations
3. Temporary and Proposed Rule – IDAPA 08.02.02.020, .021 – Teacher and Administrator Evaluations
4. Teacher Preparation – CCSSO Recommendations and Current State Practice

INSTRUCTION, RESEARCH & STUDENT AFFAIRS

1. Boise State University – Self-support Educational Specialist (Ed.S.) in Educational Leadership with Superintendent Endorsement
2. Lewis-Clark State College – Student Health Insurance Waiver
3. Amendment to Board Policy – Section V.M. – Intellectual Property – First Reading

ELECTION OF OFFICERS FOR THE STATE BOARD OF EDUCATION

If auxiliary aids or services are needed for individuals with disabilities, or if you wish to speak during the Open Forum, please contact the Board office at 334-2270 no later than two days before the meeting. While the Board attempts to address items in the listed order, some items may be addressed by the Board prior to, or after the order listed. The board meeting will commence at 9:00 am on Wednesday, April 17th, any items not addressed on Wednesday will carry over to Thursday April 18st. Time certain items will be addressed during the time listed on the agenda.

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1. <u>Agenda Approval</u>

Changes or additions to the agenda

BOARD ACTION
I move to approve the agenda as submitted

2. <u>Minutes Approval</u>

BOARD ACTION
I move to approve the minutes from the February 14, 2013 special Board meeting, the February 20-21, 2013 regular Board meeting, the March 5, 2013 special Board meeting, the March 12, 2013 special Board meeting, the March 14, 2013 special Board meeting, March 21, 2013 special Board meeting, and the March 27, 2013 special Board meeting as submitted.

3. <u>Rolling Calendar</u>

BOARD ACTION
I move to set April 16-17, 2014 as the date and University of Idaho as the location for the April 2014 regularly scheduled Board meeting.

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

DRAFT MINUTES
STATE BOARD OF EDUCATION
February 14, 2013
Special Teleconference Meeting
Boise, ID

A special teleconference meeting of the State Board of Education was held February 14, 2013. It originated from the Board office in Boise Idaho. Board President Ken Edmunds presided and called the meeting to order at 4:00 p.m. A roll call of members was taken.

Present:
Ken Edmunds, President
Don Soltman, Vice President
Emma Atchley, Secretary
Bill Goesling
Milford Terrell
Rod Lewis
Tom Luna

Absent:
Richard Westerberg

PLANNING, POLICY AND GOVERNMENTAL AFFAIRS (PPGA)

1. Legislative Update

Mr. Soltman introduced the item indicating the Board members were provided with a list of current education related legislation. He requested Ms. Bent from the Board office highlight the items of particular interest to the Board. Ms. Bent pointed out two items; the first was House Bill 65 which is funding for this fiscal year that restores funding to the districts that went away with the failure of the propositions. The second was Senate Bill 1092 which was introduced by Senator Goedde that provides funding for math and science teachers in alignment with the Board's increased high school graduation requirements.

Mr. Soltman commented that Senate Bill 1085 should also be watched which is the school counseling act on mental health services. The concern with this bill is that it may be an unfunded mandate. Ms. Bent summarized that Senate Bill 1085 requires school districts to hire counselors based on a counselor-to-student ratio. If the bill passes and the funding does not, it could take away from other instructional staff at the districts.

Mr. Soltman also indicated Senate Bill 1091 should be watched because it is a mixture of things that include high school on-line courses, dual/college credit classes and funding sources to name a few.

Mr. Terrell asked if there should be Board action taken on either of those items. Mr. Soltman advised Board endorsement would be appropriate for both of them. There was discussion on how to show the Board's support of these bills and what form and position the Board should take. Ms. Whitney indicated that taking a position could be helpful to reiterate the importance of the item. Mr. Luna echoed those remarks, adding, however, that it is not necessary to take a stand on every piece of legislation. Other Board members asserted the need to provide a clear statement of intention to the Legislature.

BOARD ACTION

M/S (Soltman/Terrell): That the State Board of Education support House Bill 65.
A roll call vote was taken and the motion carried unanimously.

Ms. Bent provided further details of HB 65 commenting that it restores funding for one year for technology and professional development, dual credit for early completers program, and math and science teachers, along with the flexibility for school districts to use personnel funding for other purposes in FY 2013.

There was discussion about the dollar amount in question. Mr. Luna commented the bottom line of what this bill does is that it ensures the districts get the money they were supposed to get last year before the bill was repealed. Mr. Lewis wanted to make clear that this doesn't include next year's money. Mr. Luna confirmed that this does not have any impact on next year's budget; it is all from the 2013 budget.

BOARD ACTION

M/S (Soltman/Lewis): That the State Board of Education support Senate Bill 1092.
A roll call vote was taken and the motion carried unanimously.

The chairman opened up the meeting for Board members to discuss other legislative items. Mr. Lewis asked to discuss funding priority issues related to EWA, teacher performance, funding equity, etc. He asked that the Board discuss these issues and reaffirm its uniformity and priority as a Board. Mr. Lewis' assumptions are that funding equity is the top priority and that the Board's priorities have not changed. Mr. Terrell asked Mr. Freeman for a recap from the BAHR Committee on finance issues. Mr. Freeman indicated the Committee has discussed where they are with the FY14 budget requests and continue to take the position that the Board's priorities adopted in August of 2012 still stand. Those priorities included funding equity, Complete College Idaho, and performance based funding. Mr. Freeman commented that the Committee recognizes that the Governor did not recommend funding equity, but did recommend performance funding and they are working on recommendations to be responsive to the Governor's recommendations.

Mr. Lewis reiterated communicating a consistent message from the Board to staff, institutions, lobbyists, etc. There was continued discussion on the priorities of the Board. Ms. Atchley requested additional information from staff. Mr. Soltman asked Mr. Freeman to provide what the Board requested and what the Governor recommended for funding equity, performance based funding and Complete College Idaho. Mr. Freeman responded that the request for funding equity was $9.5 million, Complete College Idaho was $2 million, and performance based funding was $6.8 million. The Governor recommended $3.4 for performance based funding which was the only system-wide line item the Governor recommended. Mr. Edmunds asked about the EWA amount to which Mr. Freeman responded the request was $3.6 million.

Dr. Goesling asked about the history of EWA and funding equity. Mr. Freeman clarified that the two are not synonymous, and described those items and how they work. He clarified that EWA is an annual budget adjustment that funds enrollment growth and when EWA is not funded, it creates an inequity in terms of funding per student.

There was further discussion on the priorities of the Board and the ranking of those priorities. It was reaffirmed that the priorities remain as stated and ranked from August 2012 as equity funding, Complete College Idaho, and performance based funding. Additionally, there was discussion about uniform communications with the Legislature and the Governor's office by the Board. Mr. Lewis recommended appointing two or three individuals from the Board or Board staff to be communicating uniformly on the issues.

The discussion moved to the topic of funding equity and EWA. Mr. Edmunds asked whether the Board may consider a different method of determining the funding of EWA. Dr. Rush reminded the Board members that this discussion item was outside of the published agenda for this meeting. Mr. Edmunds responded that he would like the item to be a future agenda item for discussion with Board members.

Mr. Lewis commented on the funds designated in the Governor's budget for use in relation to the Task Force recommendation. He indicated the Task Force is making good progress and felt it would be appropriate for the Board to make a recommendation that will target the funds identified in the Governor's budget for critical education needs this coming year and provide the local districts with flexibility to meet individual needs.

BOARD ACTION:

State Board of Education
FY 2014 Budget Recommendations to the Legislature

To address the Governor's budget recommendation of $33,915,200 for school funding.

M/S (Lewis/Terrell): That the Board recommend to the Governor and the legislature that the $33,915,200 designated in the Governor's budget be distributed to school districts to fund local differentiated compensation plans and to support professional development. The following parameters would apply.

1. **Key principles – differentiated compensation plans**
    a. **Decentralized model for decision making**
    b. **Models based on location/need and performance**
2. **Districts could choose to use up to 40% of the total received for targeted Professional Development**
3. **In addition, the Board supports ongoing commitments for funding of technology, additional science and math teachers, and dual credit opportunities.**

A roll call vote was taken. The motion carried unanimously.

Mr. Soltman asked if there is a downside of taking this position. Mr. Luna responded that the downside is if we don't do something, then the possibility exists for the money to be used outside of K-12 education. Mr. Lewis added that the hope is for the funds to be used in relation to the Task Force recommendations.

Mr. Rush asked for clarification on who would be the communicators with the Governor's office and the Legislature and it was decided the Board's Executive Committee will be in charge of the communications on behalf of the Board.

Other Business:

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

M/S (Edmunds/Terrell): To adjourn at 5:00 p.m. The motion carried unanimously.

DRAFT MINUTES
STATE BOARD OF EDUCATION
February 20-21, 2013
Boise State University
Student Union Building
Boise, Idaho

A regularly scheduled meeting of the State Board of Education was held February 20-21, 2013 at Boise State University in Boise, Idaho.

Present:
Ken Edmunds, President
Don Soltman, Vice President
Emma Atchley, Secretary
Richard Westerberg
Milford Terrell
Bill Goesling
Rod Lewis
Tom Luna, State Superintendent

Wednesday, February 20, 2013

The Board met in the Simplot Ballroom of the Student Union Building at Boise State University in Boise, Idaho. Board President Ken Edmunds called the meeting to order at 1:00 pm. Mr. Westerberg introduced the work session which was led by Selena Grace from the Board office.

WORKSESSION

A. Complete College Idaho Plan (CCI Plan)

Ms. Grace provided an overview of the Complete College Idaho Plan and its evolution, identified its five key strategies, and the initiatives within each of the key strategies. The five strategies are 1) strengthen pipeline, 2) transform remediation, 3) structure for success, 4) reward progress and completion, and 5) leverage partnerships. Ms. Grace identified each of the initiatives for the five key strategies and provided a recap of the activities supporting the strategies. Ms. Grace indicated there has been a shift in terminology from the *Common Core Standards* to the *Idaho Core* and provided some examples of the work surrounding the Idaho Core.

Ms. Grace indicated at a June 2010 Special Board meeting the Board approved Idaho's participation in the Smarter Balanced Assessment Consortium, with full support of all of the public postsecondary institution presidents, adding that the Smarter Balanced Assessment will also play an important role in the Complete College Idaho plan. There are three smarter balanced models which include a summative assessment, an interim assessment and formative processes and tools of which staff are in the process of reviewing the details of each model. Grades 3-12 are supported in some form by one or more of the models.

Ms. Grace indicated the pilot test opportunities will be important for our state to participate in. She noted that one of the outstanding questions is how we will sustain the tests and how they will be paid for, and that there are many questions yet to be answered on how it will be organized and administered. She provided that Idaho is currently looking at three models: a 5013c, a university or state affiliation model, and a statutorily created new inner-state entity. Presently, the preference is leaning toward a university or a state affiliation model. She reiterated that there is a lot of discovery work being done presently for the unanswered questions about the model including fact gathering and building out the plan. She indicated the State Department of Education is heading up much of the work on it, adding that each of the institutions for higher education have a representative working on it as well.

There was some discussion about how it would be organized within our state and that the Smarter Balanced Consortium includes a number of states across the nation. Ms. Grace pointed out that Idaho is trying to partner with other states for implementation. Mr. Lewis wanted to know who is implementing these programs. Ms. Grace responded it is the State Department of Education and that once the assessment piece is developed, it will replace the ISAT. Dr. Rush clarified that the Smarter Balanced Consortium formally invited the higher education boards to participate in the development of the tests because they want the higher education folks to accept that as part of their entrance procedures.

Ms. Grace went on to discuss the statewide initiatives related to strengthening the pipeline. One of the initiatives is a collaborative counselor training initiative. Mr. Lewis asked if it was our intent to promulgate Board role to require completion of the counselor training course. Ms. Grace indicated those discussions have not taken place. Ms. Grace redirected the question back to the Board about counselor training, indicating she is seeking guidance and feedback on this subject.

Ms. Grace commented on the Near Peer Mentoring Program, which is funded through the College Access Challenge Grant (CACG), where recent college graduates are placed in schools to provide one-on-one guidance to students navigating the postsecondary education process. They also help students with vocational exploration using the Idaho Career Information System as their primary tool. The Near Peer mentors are tracking their interactions with students and staff is evaluating their process to consider the feasibility of the program. There is a concern that when the CACG is no longer funded, the program will not be sustainable if the cost is passed on to the districts.

Ms. Grace indicated that the third initiative in supporting strengthening the pipeline includes tech prep, dual credit and 2+2 opportunities, and that work is being done to improve management and delivery of the tech prep and dual credit programs.

Ms. Grace went on to discuss the second piece of the CCI Plan which is to transform remediation. This section includes three initiatives which are to clarify and implement college and career readiness education assessment, develop a statewide model for transformation of remedial placement and support, and three models of support provided by the institutions. Ms. Grace commented that a key component of addressing the remedial need is implementation of the Idaho Core. She reported that Idaho's current standards aren't rigorous enough and implementation will help address remedial needs for students entering college from high school. It will not, however, address the needs of students who have been out of school for two or more years.

There was discussion around the Common Core and its affect on remediation. Ms. Grace indicated that part of the work with the general education core is determining which courses make up the post secondary general education courses and entry level college courses. Mr. Lewis indicated that unless you are addressing the courses required before postsecondary entry, that Common Core is not necessarily the answer to all problems. Dr. Rush described that for the Common Core, the standards will be the same for all students, along with the testing and threshold. Those students who have not taken the courses will score lower because they will not be prepared. The standards are based on international standards and the levels that students ought to accomplish, not just the courses they are taking. There was continued discussion surrounding the subject of Common Core standards and how it is defined so that that it addresses courses and competencies. Mr. Lewis remarked his concern remains that the Common Core still does not address all the issues and does not necessarily get Idaho students college ready. Dr. Rush indicated the generic standards to through the 10th grade and then they switch to a course-based standard measure at the 11th grade; therefore, the courses would need to be determined for these standards from 11th grade and up.

Ms. Grace went on to discuss assessment and placement, clarifying that it is related to placement and not admissions. The admission standards are established by the institutions and are unique to each institution. She discussed problems related to relying on standardized tests such as ACT, SAT and Compass which included lack of preparation by students, misalignment between test content and academic curriculum in college courses, and the use of a single measurement for placement. She indicated that in addressing the assessment and placement problems, the eight public institutions and the State Department of Education have identified a representative for Math and English that will work as part of an Assessment and Placement subgroup of the State Remediation Task Force on April 25-26. This group will evaluate current practices and standardized tests and begin the work to make recommendations for changes to current policy and practice. In addition to revising practice, they hope to identify consistent and standardized practices for all public institutions.

Mr. Lewis asked if the entry requirements for all institutions would be the same. Ms. Grace responded that would not be the case for admissions, but for entrance into all credit bearing courses the requirements would be the same across institutions. Mr. Lewis asked if there was any comment from the institutions. Dr. Jeff Fox from the College of Southern Idaho responded that the outcomes and end of course competencies are of importance for transferability among institutions. Dr. Schimpf from Boise State added that institutions are trying to address this issue and are trying to assess and place students where they will be successful since placement is so critical to student retention. Ms. Grace then discussed the last piece under *Transforming Remediation* which is to modify delivery models of remedial education. She indicated the importance in this piece is being able to identify attrition points for students. Three models; a co-requisite, an accelerated and an emporium, have been identified and some of the institutions have already begun using them.

At this time, Chairman Westerberg excused the group for a 15 minute break.

Ms. Grace went on to discuss the third strategy in the CCI Plan which is *Structure for Success*, a key initiative of which is to communicate strong, clear, and guaranteed statewide articulation and transfer options. Ms. Grace described some activities included in that initiative such as improving transferability and integration of Professional-Technical Education (PTE) courses into advanced degree requirements, and establishing appropriate policies and procedures to allow for reverse transfer options for students to name a few. She also commented that the long-term plan of the General Education Reform extends beyond the General Education Core to the degree level, and proposes to engage employers and key stakeholders to help map the appropriate career pathways for students. Mr. Lewis asked about the connections between these efforts and the goals of the Board. Ms. Grace responded that we are building a pathway and enhancing transferability between secondary and postsecondary education which includes faculty and department chair recommendations and partnerships. Dr. Schimpf echoed how transferability is an important item for Boise State and other institutions.

Ms. Grace went on to discuss the fourth strategy in the CCI Plan which is to reward progress and completion. This strategy includes initiatives such as establishing metrics and accountability tied to institutional mission, recognizing and rewarding performance, and redesigning the state's current offerings of financial support for postsecondary students. Ms. Grace reported on changes to the state scholarship program and that several will be consolidated into one to provide a higher impact to those receiving the scholarship. She identified the changes within the scholarships and provided a timeline for the changes. Mr. Lewis asked about where we are in comparison to other states in the provision of scholarships. Ms. Grace responded that data collection has been a key piece as well as information from WICHE, but that we have not done a great job of analyzing scholarships and their effectiveness to date. Mr. Lewis recommended some in depth analysis to evaluate how scholarships make a difference in the state to increase go-on and retention rates. Mr. Edmunds also commented on the need for analysis and suggested referring the scholarship analysis piece to the CAAP committee.

Mr. Edmunds asked for a recap on what each committee is working on and what their priorities are, then to get the Board's feedback in determining which priorities need to be accomplished during the present year.

Moving on, Ms. Grace discussed the fifth and final strategy of the CCI Plan which is to leverage partnerships. This strategy includes three initiatives that support collaboration with the education and business communities. Ms. Grace highlighted some efforts from the University of Idaho, Idaho State University, Boise State University and Lewis-Clark State College. Additionally, Ms. Grace proposed the

Board support her request in pursuing an in-state completion academy that will support the institutions in developing campus-level completion plans that are targeted and aligned with Complete College America (CCA) and the Complete College Idaho Plan. She reported on some advantages for the institutions' participation. She indicated that the state team had participated in an intensive completion academy to develop the Complete College Idaho Plan and discussed the service that Complete College America provides, indicating that they provide half the funding for the cost of the Completion Academy. Ms. Grace asked if there was Board support for the institutions to pursue the Completion Academy of Complete College America. She indicated it would provide institutions with national experts in targeted areas to provide resources and expertise for each of the campuses to develop completion plans. Those who would be involved are institution presidents, financial vice presidents, provosts or faculty representatives. The cost would be approximately \$100-\$120 thousand where the Board would come up with half of that amount.

Mr. Edmunds asked where in the funding scale does this rank in terms of other funding requests, considering how many other important items remain unfunded. Ms. Grace responded that it would be offered as a tool and opportunity to use external resources for expertise on where and how they focus their efforts. Mr. Westerberg suggested hearing from the institutions. Dr. Adamcik from Idaho State University responded that they have done 90% of what they indicated they would do related to the 60% goal. She felt they are well on their way in working toward the 60% goal and indicated she did not have enough information on what Ms. Grace was proposing. Mr. Lewis asked about the outcomes of the academy. Ms. Grace responded it is a campus level targeted completion plan. There was discussion on whether this would be a useful tool for institutions. Mr. Westerberg recommended returning the item to the IRSA committee for discussion and discovery, and to assess priorities. There was further discussion about the CCI Plan and how prescriptive or directive the Board should be. Dr. Rush commented that all the Board is allowed to do is to create policy and set goals. With the CCI Plan, they have developed a framework and now need to help the institutions take it to the next level. He added that the Complete College America group is one of the best staffed at finding expertise, and have already helped tremendously with the CCI Plan; he felt it may be a good opportunity. Mr. Edmunds and Mr. Lewis recommended sending a portion back to committee related to the metrics for the number of graduates it will take to meet the Board's goal.

B. Performance Based Funding

BOARD ACTION

M/S (Westerberg/Lewis): For the production metric that we include all degrees including graduate degrees. The motion carried unanimously.

Mr. Freeman from the Board office gave an overview for the Board members on performance based funding, reminding them that at the December meeting, the Board approved two system-wide metrics. Since that time, the BAHR committee has held meetings to refine those metrics and develop a model for allocating funds for that initiative. For FY 2014, the metrics will be refined as the initiative matures since it is a first year metric. He added that this is all new funding, so there is no base funding. Under the first metric BAHR focused on the number of distinct students receiving undergraduate awards in an effort to incent behavior at the institutions to produce more completers. This metric was weighted at 60% to the other metric of 40%. Mr. Freeman summarized the criteria for students reaching those metrics.

Dr. Goesling expressed that the uniqueness of the institutions is important and felt it should be rewarded. Mr. Terrell indicated those concerns would be looked at and responded to. Mr. Freeman indicated that the question for the Board is should the metric that is going to measure and reward production of distinct graduates be a baccalaureate degree or less, or should it be all students including masters, PhD and professional degrees for four-year institutions. Mr. Edmunds expressed concern about not including the community and technical colleges. Mr. Freeman responded that at the four-year institutions was the only place the funds were requested, and second the initiative is new and the desire was to launch it under the institutions the Board has direct governance over. Mr. Freeman added with regard to Professional-Technical, they already have a performance based funding calculation in their formula, so it would be duplicative. Mr. Westerberg suggested voting on whether to include graduate degrees. Representatives from the institutions responded that graduate degrees should be included. Mr. Herbst responded for

Lewis-Clark State College that they would like technical and other certificates included in the count as well.

Mr. Lewis felt it would make sense to include undergraduate and graduate degrees. He added that EWA would be a good growth performance metric and should be looked at again. At this time Mr. Westerberg offered a motion.

EXECUTIVE SESSION (Closed to the Public)

Boise State University

BOARD ACTION

M/S (Soltman/Goesling): To go into Executive Session pursuant to Idaho Code §67-2345(1)(c) – "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.

Board of Education

BOARD ACTION

M/S (Soltman/Goesling): To go into Executive Session pursuant to Idaho Code §67-2345(1)(d) and (f) – "to communicate with legal counsel … to discuss the legal ramifications of and legal options for pending litigation, or controversies not yet being litigated but imminently likely to be litigated" and "to discuss records that are exempt from disclosure as provided in chapter 3, title 9, Idaho Code." A roll call vote was taken and the motion carried unanimously.

Thursday February 21, 2013, 8:00 a.m., Boise State University, Simplot Ballroom, Student Union Building, Boise, Idaho.

The Board convened at 8:00 a.m. at Boise State University in the Simplot Ballroom located in the Student Union Building for regular business. Board President Ken Edmunds called the meeting to order. Mr. Luna arrived at 8:15.

BOARDWORK

1. Agenda Review / Approval

BOARD ACTION

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

2. Minutes Review / Approval

BOARD ACTION

M/S (Soltman/Terrell): To approve the minutes from the December 4, 2012 special Board meeting and the December 12-13, 2013 regular Board meeting as submitted. The motion carried unanimously.

3. Rolling Calendar

BOARD ACTION

M/S (Soltman/Atchley): To set February 26-27, 2014 as the date and Boise State University as the location for the February 2014 regularly scheduled Board meeting. The motion carried unanimously.

OPEN FORUM

Mr. Edmunds introduced Laurie Kiester, a teacher, who came before the Board regarding education reform and collaboration with higher education. She wanted to discuss the functionality and objective of the Board. Ms. Kiester expressed concern that the Board is more focused on postsecondary education and lack of supervision of the K12 system despite being tasked with oversight of all public education in Idaho. Ms. Kiester expressed strong concern for the lack of participation in the supervision of Idaho's K12 system. Ms. Kiester indicated that over the past six years, she has designed a system of a better way to structure education in Idaho, from kindergarten through college. She commented on the current education system operating in autonomy or silos, and indicated that children who come to elementary school are often unprepared to start their learning career. Ms. Kiester emphasized the lack of collaboration between components of learning from the pre-school level, to the elementary education level, and on to the high school and university level, commenting that as long as there is a lack of collaboration, students will not succeed. Ms. Kiester indicated she has a presentation she would like to provide for the Board or the Education Task Force that lasts about 45 minutes. She was encouraged to send any materials to the Board office or to the Department of Education.

CONSENT AGENDA

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

BAHR – SECTION II – FINANCE

1.Easement to Idaho Power Company at the University of Idaho's Kimberly Research & Extension Center

BOARD ACTION

By unanimous consent to approve the request by the University of Idaho for authority to grant an easement to Idaho Power 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.

INSTRUCTIONAL RESEARCH & STUDENT AFFAIRS

2. Approval to Discontinue Professional-Technical Education Programs

BOARD ACTION

By unanimous consent to approve the request by Idaho State University to discontinue professional-technical education programs as presented in attachments 2 through 7.

3. Appointment of Idaho Experimental Program to Stimulate Competitive Research (EPSCoR) Committee Members

BOARD ACTION

By unanimous consent to re-appoint Douglas Chadderdon to the Idaho Experimental Program to Stimulate Competitive Research Committee as a representative for the private sector, effective immediately, for a term of five (5) years, expiring June 30th, 2019.

By unanimous consent to re-appoint Jean'ne Shreeve to the Idaho Experimental Program to Stimulate Competitive Research Committee as a representative for the private sector, effective immediately, for a term of five (5) years, expiring June 30th, 2019.

4. Accountability Oversight Committee (Committee) Appointment

BOARD ACTION

By unanimous consent to approve the appointment of Spencer Barzee to the Accountability Oversight Committee for a term commencing immediately and ending on June 30, 2014.

PLANNING, POLICY & GOVERNMENTAL AFFAIRS

1. Boise State University – Annual Progress Report

BSU President Dr. Bob Kustra provided the Board with a progress report on Boise State University's strategic plan. He reported on the details of its implementation, status of university goals and objectives and other points of interest. Dr. Kustra discussed how they are using technology on campus, funding equity and administrative flexibility. He indicated they are using a system called OnlineColleges.net along with 11 other colleges as of September 2012. Dr. Kustra introduced Max Davis-Johnson and Dale Pike. Dr. Kustra offered some select statistics about the technology and mobile initiative such as 80 out of 150 general purpose classrooms have standardized technology. Mr. Davis-Johnson provided a video showing the highlights of their digital learning and classroom capture. He pointed out they also have an office called *The Zone* where students can bring their learning devices and get help. They are expanding the Boise State Experience to both mobile wireless and android. One of the goals is for students to increase their learning experience by using their mobile devices. BSU hopes to change the way they approach learning to benefit students though a variety of experiences resulting in digital fluency. Dr. Kustra recognized several of the individuals and students who worked on the project and the video production that was presented to the Board members.

Dr. Kustra went on to remark about funding equity and provided a handout for Board members about funding equity and enrollment workload adjustment (EWA). He indicated it is a "double whammy" to BSU's FY 2014 budget. He also discussed administrative flexibility, commenting that changing the system to allow all higher education entities optional access to administrative flexibility would streamline the system. He commented that it would enhance effectiveness in state administrative services and university operated services. There was a handout provided to Board members outlining the benefits of administrative flexibility for higher education. Dr. Kustra reminded the Board in 2010 that the Legislature gave the authority for BSU to use its own purchasing department and not have to go through the state purchasing department, adding that this bill is up for renewal this year and passed both houses of the Legislature thus far.

Ms. Atchley asked how the Board can help other institutions with an older infrastructure move toward the technology advancements BSU has achieved. Dr. Kustra responded the larger spaces are the areas to invest for technology. They also used funding from a subcommittee to "rehab" a building, adding that newer buildings provide more of an opportunity to do new things with technology than the older buildings.

2. President's Council Report

Board member Soltman requested the institution presidents come forward for discussion of President's Council Report. President Bert Glandon, current chair of the Presidents' Council provided a report from the Presidents' Council meetings and answered questions. He reported that at the last President's Council they discussed four major items. They discussed reporting end of semester counts, the Regents degree and that elements are in place but still need to be coordinated. It was agreed upon that a statewide director is needed to coordinate these elements and that President Fernandez was charged with making contact with an individual regarding the possibility of acting as the statewide director. They also discussed general education reform and the 36 credit requirement and whether that could be reduced, along with what kind of implementations would take place. He indicated a statewide team will report to the provosts and the provosts will report back to the presidents when the specifics of that proposal are finalized. They also discussed the legislative luncheons, and that these luncheons were successful in reaching out to legislators and other stakeholders.

Dr. Glandon reported on the format of the President's Council and that the community colleges meet separately for an hour before the entire group meets. This format helps them to achieve a focused based discussion to them get to the issues more quickly.

President Nellis reported for the 4 year colleges and universities. He reported that they discussed performance funding and how to incentivize a system that focuses on collaboration. They discussed a better system to report incidents on campus and how those are communicated with Board members. They established a procedure process with Dr. Rush for reporting incidents. They also discussed Denny Stevens' proposal around graduate education and collaboration with the Veterans Hospital. That topic was assigned to CAAP for further development.

Mr. Edmunds asked for some details on the Regents degree. Dr. Glandon responded the standardized general education requirements are in place, but there needs to be a coordinated effort to figure out how to make the cost low and the degree convenient. They are working on the specifics with the financial vice presidents and provosts presently.

Mr. Terrell asked if they are looking to BSU for ideas on how to tie into the digital learning systems in consideration of the older buildings and infrastructure. Dr. Glandon added that the faculty they will be hiring will be web based trained and well versed in the technology arena, and also indicated they will be using as much technology as they possibly can. He added that this will help reduce costs, and leverage transferability and student experiences across the state. Dr. Beck from CSI provided some detail on what the college is working toward given its older infrastructure. Dr. Dunlap also provided details from NIC on how they are helping the student experience by increasing their online presence, increasing capacity in dual credit, and working to increase capacity through their outreach centers.

Dr. Nellis provided feedback regarding the University of Idaho, commenting they have many challenges being the oldest campus in Idaho. Deferred maintenance is a concern but they are working aggressively to retrofit the wireless services and new technology for student interaction. Dr. Vailas responded for Idaho State University stating they have been working on this for some time and have also established a resource and learning center for students and faculty, and are building an online advisory system. Their goal is to have all of their general education courses on line to allow flexibility. Dr. Fernandez responded for Lewis-Clark State College, reporting that all of the new buildings have technology in the classroom. He indicated they are not to the extent of BSU in some areas, but some of their health related programs are using technology comparable to what BSU is doing, and they are also going to be providing electronic advising for students. Dr. Albiston responded for Eastern Idaho Technical College that they were fully networked on campus in the 80's and in the 90's to use polycom and broadcasting for their nursing students. They use cloud technology presently, and are also developing and using training for their faculty to ensure they are up to speed in the technology arena.

Mr. Lewis commented that institutions should be engaged in both online learning and digital learning. He also asked presidents for a report on MOOC's and how they affect our learning system. Dr. Glandon reported that they have individuals working on that subject presently and the presidents would discuss and work on the item during the next President's Council meeting. Dr. Kustra added that there is enormous potential with using MOOCs. Mr. Lewis recommended staying ahead of what kind of impact it will have on our system. He asked the presidents to be aware of Board concerns regarding the efficiency of the Regent's degree, commenting that those concerns were made to the CAAP committee.

Dr. Beck reminded the Board members of classes which require classroom experience and how students develop soft skills of responsibility and hands on learning. He remarked that there is accountability to encourage good work ethic among students which cannot be accomplished necessarily through technology and online learning, adding that there will always be a necessary element to classroom instruction.

Mr. Edmunds asked about industry partners and the progress on developing internships and apprenticeships. Dr. Swartz responded for PTE that most of their students have the opportunity to go into the industry and demonstrate the skills they've learned in the classroom. He added it is a very successful model that often leads to employment. Mr. Edmunds asked how to get industry partners on board. Dr. Swartz responded that efforts are being made, but despite efforts we are not where we need to be. Dr. Nellis added that regarding internship opportunities, institutions are working aggressively with business and industry partners to expand the opportunities for students. Dr. Dunlap echoed those comments. Dr.

Beck commented that it can be difficult for students to commute, and that the experiences need to be robust for students, but yet kept safe and affordable.

Dr. Goesling asked what the Board can do to assist e-learning across institutions. Dr. Glandon responded that they would add that to the President's Council agenda as an item for discussion. Dr. Albiston cautioned becoming fractioned as a state regarding technology and recommended that they should focus on building out one or two methods as a state rather than running in different directions – he felt it was worth discussion. Dr. Vailas reminded the other presidents and Board members about security and hacking issues. Mr. Edmunds referred this item back to President's Council for discussion. Mr. Luna added how desperately important it is for high school students to be ready to learn in the technology environment that was discussed.

3. Idaho Public Charter Commission – Annual Report

Tamara Baysinger, Public Charter School Commission Director, provided a report to the Board. She reported on public charter school growth, achievement and funding; proposed legislation pertinent to public charter schools and authorizing; and the Commission's focus on implementation of essential authorizing practices identified by the National Association of Charter School Authorizers. Ms. Baysinger reported on the national best practices of the public charter school system and how they could be developed to help Idaho. She started with a few statistics, reporting that the Commission has oversight over 33 public charter schools. She discussed the critical balance between school autonomy and accountability for results and that both sides of the scale show room for improvement in Idaho. She identified the three main roles of the charter school sector which include planning and implementation by charter school boards, development and intervention by charter school associations, and identification and redirection by charter school advisors. She provided a recap of the authorizer's role which include to maintain high standards, uphold school autonomy and to protect student and public interests.

She indicated the Commission has increasingly struggled to balance these three aspects of their mission within their policy environment. This creates quality and autonomy concerns. She reported that the tools available to authorizers are limited and interfere with school autonomy. She suggested focusing on the ends versus the means, reporting that the Commission has been studying best practices of other models and how they could benefit Idaho. Ms. Baysinger recapped the 12 essential authorizing practices as reported by NACSA in October of 2011 and that Idaho is only addressing six presently, but intends to seek all 12. With regard to the proposed legislation, if the draft legislation is passed, it will assist in addressing all 12 practices and will also align with model components of Charter law, which would have the effect of improving Idaho's national charter ranking. There would be two bills proposed, one with a fiscal impact and one without. The bill with the fiscal impact would provide facility funding to public charter schools and also an authorizer fee to help support the work of the authorizer. The other bill deals with the conceptual aspect of dealing with renewals and contracts.

Ms. Atchley asked about providing facility funding for charters and where the resources would come from, whether it would impact funding for other public schools. Ms. Baysinger responded that the money would come from the general fund and be based on the amount of money the traditional districts raise in bonds and levies that the district would raise in a given year. She recapped for Board members exactly how this would happen. Ms. Atchley indicated the general fund has many challenges and asked if the Charter Commission really thinks this will happen. Ms. Baysinger responded it is challenging but possible. Mr. Luna provided some numbers for bonds and levies which average to about $600 per student. $120 per student would go to a charter as a stipend. This money would come from the general fund, but it would come from the public school's budget and be indicated by a line item in the budget.

Dr. Goesling asked about additional authorizers. Ms. Baysinger indicated new authorizers could be public universities and colleges, and all authorizers would need to go through an approval process ensuring their capacity to serve as an authorizer. Mr. Luna indicated as an example the Albertson's Foundation could be an authorizer.

Mr. Lewis asked what the current rule for reauthorization is. Ms. Baysinger responded that at this time, the authorization is indefinite and there is no renewal process. She added that in other states and in alignment with best practices, the recommended renewal is five years. Ms. Baysinger indicated the five year provision is in draft presently. Mr. Lewis questioned whether the Board would want to support the five year provision and there was additional discussion about the legislation.

Mr. Luna indicated the legislation that will be introduced in the next few days is based on charter law best practices which have been developed over the last 20 or so years. They encourage a less stringent authorization process, but a very stringent accountability process. Mr. Lewis and Mr. Luna discussed the legislation and what the new law would do to current charters and those wanting to open. Dr. Rush added that the Board staff will make certain the legislation would be fully vetted before it proceeds.

At this time, Mr. Edmunds excused the meeting for a 10 minute break.

4. University of Idaho – Student Appeal Request

BOARD ACTION

M/S (Soltman/Westerberg): To hear the student appeal and to appoint a hearing officer. The motion failed with a three-to-two vote in opposition to the motion. Ms. Atchley, Dr. Goesling and Mr. Terrell voted nay on the motion. Mr. Luna passed on the voting on the motion.

M/S (Terrell/Goesling): To reject the request to hear the student appeal. The motion carried with a three-to-two vote. Mr. Soltman and Mr. Westerberg voted nay on the motion. Mr. Luna passed on voting on the motion.

5. Boise State University – Facility Naming

M/S (Soltman/Goesling): I move to approve the request by Boise State University to name the new football complex the Gene Bleymayer Football Complex. The motion carried unanimously.

Mr. Satterlee introduced the item and gave a background on the facility and the gifting. They request that former athletic director Gene Bleymayer be named in honor of the athletic complex. The naming of the facility will recognize his work and accomplishments and allow Boise State University to carry out the wishes of donors in honor of their gift to the University, adding that support for this recommendation has been unanimous.

6. Board Bylaws H.4. – Audit Committee – First Reading

BOARD ACTION

M/S (Soltman/Atchley): To approve the amendments to Board Bylaws H.4., Audit Committee, as presented in attachment 1. The motion carried unanimously.

Mr. Soltman asked if the compensation covers travel expenses. Dr. Rush clarified for Board members that any Board member asked to travel for Board work will have their travel reimbursed.

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

BOARD ACTION

M/S (Soltman/Atchley): To approve the second reading of Board Policy I.K. Naming/ Memorializing Building and Facilities as submitted. The motion carried unanimously.

Tracie Bent from the Board office introduced the item, indicating approval of the changes will allow for clarity in the administration of this Board policy and streamline the reporting process. She outlined the changes between the first and second reading. 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. Board Member Lewis requested a technical change in the wording regarding the Board's authority at the December 2012 Board meeting. This is the only change made to the policy between the first and second reading.

8. Board Policy I.P. – Idaho Indian Education Committee – First Reading

BOARD ACTION

M/S (Soltman/Goesling): To approve Board Policy I.P. Idaho Indian Education Committee – First reading as presented. The motion carried unanimously.

9. STEM Strategic Plan

Mr. Soltman indicated that initial comments from the Committee indicated the plan needs to be more focused and requested the six (6) goals be consolidated in to four (4) areas focused around students, educators, workforce needs, and partnerships. The recommendation is to refer the item back to staff and PPGA committee without presentation today. There were no objections to this request.

10. State Board of Education Strategic Plan

BOARD ACTION

M/S (Soltman/Atchley): To approve the 2013-2017 Idaho State Board of Education Strategic Plan as submitted and to authorize the Planning, Policy and Governmental Affairs Committee to finalize performance measures and benchmarks as necessary. The motion carried unanimously.

Mr. Soltman reminded Board members that at the December meeting, they spent considerable time making recommendations to the plan. Since then, they have tried to incorporate every item from that discussion into the current version of the plan. He noted there are still five goals that need benchmarks. Two of those goals dealt with performance based funding, and the other three goals need to be worked on. The recommendation of the Committee is to approve the plan as it is and to develop the other three benchmarks, with metric review in October. He added that there is an understanding that additional work will be done on objectives around measuring teacher effectiveness and setting annual milestones.

Mr. Edmunds requested review of the redlined version of the plan at this time. Ms. Bent went through each change to the plan for the Board members. Mr. Lewis asked about Objective B, if there is a benchmark for college completion percentage and if it would be a useful metric to include. Ms. Bent responded that information would be easy to obtain and report. Ms. Atchley requested under *percent of Idahoans who have a college degree or certificate* to insert the word "requiring" before *one academic year or more*. Dr. Goesling asked what certificates are under nine months in length that are not being counted. Ms. Bent responded that the Board set the 9 month or more duration as the certificate level. There was further discussion around degrees and certificates. Ms. Bent added that this measure looks at 60% of this segment of the population and there is a Workforce Development Task Force looking at metrics for the other 40% of the population that will be reported to the Board at a later date. Ms. Bent commented that once the metrics are around certificates of less than a year and workforce needs they would be brought back to the Board for inclusion in the Boards strategic plan.

Mr. Luna asked about reducing the number of dual credits from 180,000 down to 75,000 credits per year. Ms. Bent indicated this change was in response to the Superintendents concern at the December Board meeting that the number was too high. Staff looked at the number of high school Juniors and Seniors currently in the system and the number of credits that would be earned if they each completed at least one dual credit course. Mr. Luna felt the number is too low for the goal and that it should be set on what is best for students with work toward reducing the barriers to students. Mr. Luna requested revisiting this item with discussion about the 25% and 75,000 credits specifically. Ms. Bent indicated it would be helpful to have a credit hour benchmark and an idea of a percent increase the Board members would like to see over the next few years. Ms. Grace suggested considering two parts – how many students would they like to see participating in dual credit and how many credits should those students be taking. Mr. Luna recommended working backwards from the target to determine what the number should be. Ms. Bent reminded the Board members that dual credit was just one of the advanced opportunity tools; there is also advanced placement courses and tech prep.

Mr. Lewis commented on the performance measure under Objective C, specifically the addition of *in the technical colleges* under the Bridge Program. Dr. Swartz from PTE indicated it is a generic term that refers to integrated training and retention programs for qualified students.

Mr. Lewis next commented on Goal 3 Objective A, and asked why the benchmark went higher for the associates level of 60 to 70. Ms. Bent responded that it was a more realistic stretch. There was additional discussion clarifying this change for Mr. Lewis and Ms. Bent suggested adding to the benchmark the language "*or less"* to read "*70 or less"*.

Mr. Lewis next asked about the bullet "*amounts of funds saved through institution collaboration".* Ms. Bent responded there was originally a measure to count collaboration and it was decided upon to remove it. She indicated staff is still working on a way to count this item – i.e., its measurability. Mr. Lewis recommended deleting the comment because it is not measurable.

At this time the meeting recessed for a lunch break.

11. Alcohol Permits

Mr. Soltman indicated this is an informational item. Dr. Goesling asked for institution representatives to come forward for discussion. Dr. Goesling asked that given the upswing of incidents at campuses, what is occurring and how does the Board help institutions in these matters. He asked whether the Board should be more involved in a statewide approach to the problem. His question to institutions is if Board involvement would be helpful in the way of more oversight and more control. Mr. Terrell responded that his feeling is the Board should help set standards and not necessarily increase their involvement, but encourage the schools to have a tighter rein and stricter rules for alcohol on campus.

Ms. Bent from the Board office indicated a list of approved permits by institution was provided to the Board members in their agenda materials. The last update presented to the Board was at the December 2012 Board meeting and since that meeting, Board staff has received fifty-six (56) permits from Boise State University, nine (9) permits from Idaho State University, and six (6) permits from the University of Idaho.

Mr. Satterlee indicated they are attempting to address permits and make it a priority initiative at Boise State University, adding that their student functions and campus functions are separate. President Nellis indicated that it is apparent occurrences have increased over the years for institutions, but it is a public matter as well. He indicated the culture and leadership at campus has an effect, and welcomed any ideas from the Board or sister institutions. Mr. Nelson from the University of Idaho indicated they have a task force looking at the alcohol situation and intend to share the results of what they learn. He indicated their permitting process is quite robust. Dr. Vailas responded that the Board does a thorough job in the review of the alcohol permits and suggested increasing awareness campus-wide.

Mr. Soltman commented that the Board process appears thorough and adequate. He suggested there should be shared experiences among institutions on the topic and findings.

Mr. Terrell requested that the institutions come back to the Board on what can be changed to alter the culture on campus and address the problems of alcohol consumption. Mr. Lewis praised what the University of Idaho has done regarding alcohol on campus and looks forward to campuses engaging to change the culture. Mr. Terrell requested this discussion be carried through to the President's Council and requested to be in attendance for those discussions. Mr. Westerberg recommended modeling after the University of Idaho. Mr. Westerberg requested unanimous consent for each institution to review their alcohol policies and report back to the Board. There were no objections to the request. The timeline identified for this request is for the institutions to report back to the Board by the June meeting. Mr. Terrell asked for regular bimonthly updates from institutions on the results of their efforts.

INSTRUCTION, RESEARCH, AND STUDENT AFFAIRS

1. Wavier of Board Policy III.Q.4.c, Placement in Entry-Level College Courses

BOARD ACTION

M/S (Westerberg/Goesling): To extend the waiver of the criteria in Board policy III.Q.4.c for placement in entry-level college courses to permit alternative placement mechanisms that are in alignment with the Complete College Idaho plan until the beginning of Fall 2014. All alternative placement mechanisms shall be reviewed by the Chief Academic Officer and the Council on Academic Affairs and Programs (CAAP) prior to implementation. The motion carried unanimously.

2. Idaho State University – Approval of Proposal to expand the Physician Assistant Program to the College of Idaho campus

BOARD ACTION

M/S (Westerberg/Terrell): To approve the request by Idaho State University to expand their existing Physician Assistant Program to the College of Idaho, Caldwell campus. The motion carried unanimously.

Ms. Atchley asked about how ISU arrived at the cost of the program. Dr. Adamcik pointed out it is not a new program, but rather an addition of 10 seats and a collaborative effort. Dr. Hatzenbuehler responded that there is no difference in the costs in the expanded program and that it is supported through professional fees.

3. Idaho State University – Approval of Proposal for a New, Online Doctorate of Nursing Practice (DNP)

BOARD ACTION

M/S (Westerberg/Goesling): To approve the request by Idaho State University to create a new online, Doctor of Nursing Practice program. The motion carried unanimously.

M/S (Westerberg/Goesling): To approve the request by Idaho State University to designate a professional fee for the Doctor of Nursing Practice program in conformance with the program budget submitted to the Board in Attachment 1. The motion carried unanimously.

Dr. Hatzenbuehler deferred to Dr. Mary Neece for a review of the program. Dr. Neece indicated ISU proposes to create a new online Doctor of Nursing Practice (DNP) with two options, Family Nurse Practitioner (FNP) and Adult-Geriatric Clinical Nurse Specialist (ACNS). They are proposing the program to stay in line with the national standards. Mr. Terrell provided positive feedback regarding the program and nurse practitioners.

4. Boise State University – Approval of Proposal for a New, Online Doctorate of Nursing Practice (DNP)

BOARD ACTION

M/S (Westerberg/Goesling): To approve the request by Boise State University to create a new online, self-support Doctor of Nursing Practice program. The motion carried unanimously.

M/S (Westerberg/Atchley): To approve the request by Boise State University to designate a self-support fee for the Doctor of Nursing Practice program in conformance with the program budget submitted to the Board in Attachment 1. The motion carried unanimously.

Dr. Schimpf provided that Boise State University proposes to create a new self-support, online program that will lead to a Doctor of Nursing Practice with a focus on leadership in the nursing populations. This program builds upon content of BSU's existing Master in Nursing and Master of Science in Nursing and is designed to complement the ISU program. The program is designed to be a part-time program and will consist of 40 credits in eight (8) semesters.

Ms. Atchley asked about the funding for this program. Dr. Schimpf responded the BSU program is self supported and the ISU program is partially funded on state appropriated money.

5. Boise State University – Approval of Proposal for a New, Online Self-Support Adult-Gerontology Nurse Practitioner Program

BOARD ACTION

M/S (Westerberg/Goesling): To approve the request by Boise State University to create a new online, self-support Master of Adult-Gerontology Nurse Practitioner, Graduate Certificate in Adult-Gerontology Nurse Practitioner - Acute Care, and Graduate Certificate in Adult-Gerontology Nurse Practitioner - Primary Care programs. The motion carried unanimously.

M/S (Westerberg/Atchley): To approve the request by Boise State University to designate a self-support fee for the Master of Adult-Gerontology Nurse Practitioner, Graduate Certificate in Adult-Gerontology Nurse Practitioner - Acute Care, and Graduate Certificate in Adult-Gerontology Nurse Practitioner - Primary Care programs. The motion carried unanimously.

Dr. Schimpf indicated BSU's request to create a new online, self-support master's in Adult Gerontology Nursing Practice and two associated graduate certificates is consistent with their Five-Year Plan for the delivery of academic programs in the Southwest region. Dr. Schimpf indicated the cohorts will be 20 students per year.

BUSINESS AFFAIRS AND HUMAN RESOURCES

Section I – Human Resources

1. Amendment to Board Policy – Section II.H. – Coaching Personnel – First Reading

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

Mr. Terrell indicated at the December 2012 Board meeting, concern was expressed with current policy and allowing consecutive one-year contracts under II.H.2., and suggested a dollar threshold beyond which Board approval should be required. Mr. Freeman added that the policy was also revised to ensure that coach contracts have material liquidated damages clauses for coaches terminating for convenience. Board counsel worked with institution general counsel to develop a proposed revision to the policy. With the addition of the liquidated damages provision and corresponding edits to the model contract, it was determined this policy should go back to a first reading.

2. Idaho State University – Multi-Year Employment Agreement – Head Women's Soccer Coach

M/S (Terrell/Westerberg): To approve I move to approve the request by Idaho State University to enter into an employment contract with Allison Gibson, as Women's Soccer Coach (1.0 FTE), for a term commencing February 21, 2013 and expiring on February 21, 2016 with an annual base salary of $60,278.40 and such contingent base salary increases, 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 in the Board materials. There was no voting on this motion.

Ms. Atchley requested to amend the motion to show that the 80% above academic incentive should be $3,000 and the ones that lead up to that should be proportionate to that final figure, adding that the contract should be amended to that effect. Dr. Goesling seconded the amendment. There was no voting on the amendment.

Ms. Atchley requested unanimous consent to remove this item from the agenda and have it reworked as discussed, then returned to the Board for action during a special meeting in a few

weeks. There were no objections to this request.

Mr. Terrell indicated this is a three year contract commencing February 21, 2013. The employment agreement follows the Board-approved model contract and also contains liquidated damages in favor of the University. Liquidated damages for the Coach terminating the contract early for her own convenience are $25,000 for the first 11 months, then $20,000 for the next 12 months, $10,000 for the final 12 months. The maximum academic incentive does not rise to a level equivalent to any of the supplemental compensation incentives for performance. The Board will need to determine whether it deems the academic incentives to be sufficient.

Ms. Atchley indicated the academic incentive is not adequate and would like to see ISU add more to the academic incentive. Ms. Atchley clarified that for the suggested amendment, it is an addition of $1,250 to the top level of academic achievement. The remaining level incentives go down proportionally as they are in the existing contract.

Athletics Director Jeff Tingey commented on the justification for adjusting the amount, clarifying that the academic achievement was previously based on a four-year average and it is now based on a one-year average. There was discussion regarding their AP ranking and incentives in the contract. Dr. Goesling added that the Board had asked previously that the shift go from a percentile to actual numerical scores and requested that change be made.

Mr. Terrell requested to postpone this item until later in the meeting. There was no opposition to this request. Returning to the item, Mr. Freeman clarified that it is up to the institutions on how they wish to craft the academic incentives. Ms. Atchley requested to withdraw the amendment she had suggested previously. There were no objections to withdrawing the amendment.

There was continued discussion regarding the one-year versus the four-year average and it was suggested the difference be split so a bonus would be determined every second year based on AR. It was recommended this item be returned to BAHR for further work.

BUSINESS AFFAIRS AND HUMAN RESOURCES

Section II – Finance

<u>1. Board Policy V.A., V.C and V.Q. – Miscellaneous Receipts – Second Reading</u>

BOARD ACTION

M/S (Terrell/Soltman): To approve the second reading of proposed revisions to Board Policy Section V.A., General Authority, Responsibilities, and Definitions, as presented in Attachment 1. The motion carried unanimously.

M/S (Terrell/Soltman): To approve the second reading of proposed revisions to Board Policy Section V.C., Spending Authority, as presented in Attachment 2. The motion carried unanimously.

M/S (Terrell/Soltman): To approve the second reading of proposed deletion of Board Policy Section V.Q., Deposits and Miscellaneous Receipts Accounts, as presented in Attachment 3. The motion carried unanimously.

<u>2. Board Policy V.R. – Establishment of Fees – Second Reading</u>

BOARD ACTION

M/S (Terrell/Soltman): To approve the second reading of proposed amendments to Board policy Section V.R., Establishment of Fees, with all revisions as presented. The motion carried unanimously.

Mr. Lewis asked for clarification of the definition of the new student orientation fee and asked if it was meant to cover 100% of the costs or a portion. Mr. Freeman said the main intent is to have the fee approved by the Board, so this would be part of the line-up of fees at the April Board meeting. Mr. Lewis asked for the language to be written to clarify only costs associated with actual expenses.

Mr. Freeman provided that the scenario they are trying to address is for new students as a pre-school event, which is why housing and food are referenced.

Ms. Atchley indicated it is not clear to her whether this fee is charged to every student who participates in an orientation. Mr. Ron Smith responded for the University of Idaho that the fee is charged just to those students who participate in the orientation. Ms. Pearson indicated for BSU it is a one-time fee charged to all registering students.

Mr. Westerberg requested unanimous consent to return the item BAHR. Mr. Freeman indicated it would be helpful for the institutions to know if this is going to be a Board-approved fee before the fee hearing in April. Mr. Lewis indicated there is a lack of clarity in those fees which aren't otherwise covered as academic year costs. There was mixed feedback from the institutions on the fee. Ms. Pearson requested allowing the institutions to discuss it in more detail with their student affairs people. Mr. Lewis indicated it would be appropriate to know why BSU charges it to all registering students. Dr. Kustra responded that the fee generates funding that allows the students and the parents to attend the orientation. Dr. Vailas echoed Dr. Kustra's remarks.

After a lengthy discussion, Mr. Terrell again requested unanimous consent to return the item back to the BAHR committee for additional work and bring it forward again in a special Board meeting. There were no objections to this request.

3. <u>Intercollegiate Athletics Reports of Revenues, Expenditures, Participation</u>

BOARD ACTION

M/S (Terrell/Westerberg): To accept the Intercollegiate Athletic Reports for Boise State University, Idaho State University, University of Idaho and Lewis-Clark State College, as presented. The motion carried unanimously.

Mr. Lewis provided a recap of the Athletics Committee meeting from yesterday. He indicated they discussed budget trends and they intend to spend more time reviewing compliance and compliance structure, and resources that are applied to resources. They discussed the athletics program generally during their meeting yesterday as well. They did not discuss the inequities in funding.

The Athletics Reports show actual results for fiscal years 2008 through 2012 and the forecast for fiscal year 2013. The amount of general and institutional funds allocated to athletics compared to the Board-approved limits is shown in the Board materials. All institutions were within their state general funds, gender equity and institutional funds limits. Staff highlighted certain revenue and expenditure data for the Board's consideration which was identified in the agenda materials.

4. <u>Intercollegiate Athletics Department, Employee Compensation Report</u>

Mr. Terrell indicated the Athletics Compensation report details the contracted salary received by administrators and coaches, bonuses, additional compensation, and prerequisites, if applicable. The reports, by institution, include FY 2012 actual compensation and FY 2013 estimated compensation. Boise State University, Idaho State University, University of Idaho, and Lewis-Clark State College provided a report to the Board.

5. <u>Boise State University – Foundation Land Exchange Agreement – Addition of Parcels</u>

BOARD ACTION

M/S (Terrell/Soltman): To approve the land exchange between Boise State University and the Boise State University Foundation as set forth in Attachments 1 - 3 in the Board materials and to

authorize the Vice President for Finance and Administration to execute all necessary documents relating to the exchange. The motion carried unanimously.

6. Idaho State University – Establishment of the Bengal Pharmacy LLC

Mr. Fletcher from ISU introduced Dr. Paul Cady, Dean of Pharmacy, Darlene Gerry, Executive Director Tech Transfer, Arlo Luke President of the ISU Foundation, Dr. Kent Tingey Vice President of University Advancement, and Dr. Kerry Casperson, Professor of Pharmacy. Mr. Fletcher provided an overview of the item indicating that they are proposing to set up the Bengal Pharmacy on campus as a profitable business enterprise which will be established to serve students, faculty, staff and others that may be of interest. The purpose of establishing the pharmacy is to expand on the financial, educational and experiential learning benefits to faculty, staff and students, in addition to offering services to rural communities in southwest Idaho. Mr. Fletcher summarized the benefits to the students, faculty, staff and community the pharmacy will provide. This will also enhance the ability of the ISU Foundation to fund scholarships and other valued programs.

Ms. Atchley asked if this pharmacy will be open to all individuals. Dr. Cady responded in the affirmative, indicating their primary focus will be on students. Mr. Luna asked, since it will be a business, where do they get their capital and if the University guarantees the debts and the liabilities of the LCC. Mr. Fletcher responded that there are what he described as layers of liability, where the University itself would be held liable last. The LLC will operate as its own company, and the ISU Foundation will serve as the owner. Dr. Casperson went on to describe and summarize the different levels of insurances that will cover the pharmacy. Mr. Luna then asked for confirmation that the University is not responsible for any liabilities or debts regarding the pharmacy. Dr. Casperson responded that she couldn't say there is no conceivable path to the University, but if so, it would be a cumbersome one.

Mr. Lewis expressed concern that it has been a long standing policy of the Board to not get into private business. There were also comments about the capital contribution for the start up of the pharmacy. Dr. Vailas remarked that higher education has been encouraged to get involved in startups to increase the revenue to colleges and universities. Mr. Lewis commented in favor of incubation with private parties at the universities, and expressed continued concern with the Foundation running a pharmacy or business. Mr. Luke commented on the expertise and qualifications of the staff and Board of Directors at the ISU Foundation related to pharmacy endeavors. He expressed that this is an opportunity outside of the box that bears consideration for the benefit of the University and the community.

There was discussion on whether this violates Board policy related to the competitive nature of an entity and that foundations may not engage in activities that conflict with policies of the Board; staff has not made that determination. Mr. Terrell recommended the item be sent to the BAHR committee for review, further discovery on what other peer institutions have done with similar situations, and a recommendation on whether to accept or decline ISU's recommendation for the pharmacy. There were no objections to this recommendation.

Mr. Edmunds asked if this was a time sensitive issue. Ms. Gerry indicated it was time sensitive in relation to their partnership with Health West and they had hoped to start operations as soon as possible.

There was further discussion around liability and private sector ventures. Mr. Luna asked that ISU define more clearly for the Board their liabilities going into this venture. Mr. Westerberg pointed out to the Board that ISU was told this was an item they could move forward on and that it is within ISU's competencies.

7. University of Idaho – Niccolls Family and Consumer Sciences Building Renovations

BOARD ACTION

M/S (Terrell/Soltman): To approve the project budget and authorize the University of Idaho to implement the bid, award and construction phases of the Niccolls Family and Consumer Sciences Building Renovations, Moscow, Idaho in the amount of $2,671,300. Authorization includes the authority to execute all requisite consulting, design, construction, and vendor contracts necessary to fully implement the planning, design, bid, award and construction phases of the

project. The motion carried unanimously.

Mr. Terrell introduced this item. Mr. Smith from the University of Idaho provided a brief review of the item and indicated this project is to be funded with a mix of state and college funds and private gifts. No debt financing will be used. The project fund source is a combination of funds received from the Alteration and Repair Category of the State of Idaho Permanent Building Fund, the University of Idaho Strategic Investment Fund (VSIF), College of Agricultural and Life Sciences Reserves set aside for this specific purpose and Gift Funds received for this specific purpose. Mr. Soltman asked if the donor funds were available now. Mr. Smith indicated they are.

8. University of Idaho – Student Union Building Renovations

BOARD ACTION

M/S (Terrell/Soltman): To approve the request by the University of Idaho to implement the bid, award and construction phases of a Capital Project for second floor renovations and improvements of the Student Union Building, in the amount of $1,300,000. Authorization includes the authority to execute all necessary and requisite consulting, construction and vendor contracts to fully implement the planning, design, bid, award and construction phases of the project. The motion carried unanimously.

Mr. Terrell indicated the immediate fiscal impact of this effort is $1,300,000 and that the project fund source is from the University of Idaho Strategic Investment Funds and Student Union Building (SUB) Reserves and Endowment Funds set aside for this specific purpose. This project is to be funded exclusively with institutional funds. No debt financing will be used. Staff recommends approval.

9. University of Idaho – Reimbursement Resolution – Integrated Research and Innovation Center

BOARD ACTION

M/S (Terrell/Soltman): To approve the request by the University of Idaho for authority to use future bond proceeds to reimburse for the planning and design expenditures of the Integrated Research & Innovations Center, and further to approve the Resolution of the Board of Regents regarding the same, as set forth in Attachment 1 to the materials submitted to the Board. The motion carried unanimously. Mr. Terrell requested the BAHR committee to be kept apprised as to how the fundraising goes for this item.

Mr. Terrell indicated the University of Idaho requests approval of a resolution to use future bond proceeds to reimburse institutional reserves used for planning and design expenses relating to the Integrated Research & Innovations Center (IRIC). This resolution would be necessary in order for the University to reimburse itself for any expenditure made directly related to this project within 60 days prior to the approval of the resolution.

There was discussion related to the gap in funding. Mr. Smith responded they don't have the money presently but anticipate getting it and that it is a focal point for their campaign. They feel confident they will get where they need to be in the next two years. Mr. Terrell asked how the funds will be replenished. Ms. Atchley asked for clarification on the designated funds. Mr. Smith responded the $3.4 million will be replenished by state and donated funds. Mr. Freeman clarified that the $3.4 million is in designated assets, so the 9.3 million referenced is the unrestricted amount available. The $3.4 million does not come out of the unrestricted amount.

DEPARTMENT OF EDUCATION

1. Superintendent's Update

Superintendent Luna intended to provide an update on the State Department of Education but in the interest of time, he requested to forward the Superintendent's Report to the Board members.

2. Changing Graduation Rate Calculations

Mr. Luna reported that in December 2009, the State Board approved the cohort graduation rate formula. This formula allows for the state to count students that graduate within five years and to include students on an Individual Education Plan (IEP) who graduate by age 21. The full formula is fully explained in Section 7.1 of the accountability workbook. Mr. Luna explained that in the new cohort rate formula, high schools and districts will have both a four-year and five-year rate. For the Department, this is the third year of building a four-year cohort. The data will be reported to districts in summer 2013 for review and cohort graduation rates will be reported publicly and included as part of the Star Rating system in 2013-2014. Mr. Luna indicated that due to the changes in the calculation of the formula, there is an expected drop in the graduation rates for high schools and districts.

3. Elementary and Secondary Education Act Waiver (ESEA), Idaho Star Rating System Reward Schools

BOARD ACTION

M/S (Luna/Goesling): To approve I move to approve High-Performing and High-Progress Schools reward list and publicly recognize the listed schools, as submitted. The motion carried unanimously.

Mr. Luna indicated this motion is a result of the new accountability plan for schools with Star rankings and deals with approving the schools that have been identified as high-performing and high-progress schools. He indicated that a list of schools and their districts were included in the Board materials.

Ms. Atchley asked what percentage of schools achieved this listing. Mr. Luna responded about 700 schools. Mr. Soltman asked what a reward will consist of. Mr. Luna responded that right now it just involves public recognition.

OTHER BUSINESS

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

M/S (Westerberg/Luna): To adjourn the meeting at 4:10 p.m. The motion carried unanimously.

DRAFT MINUTES
STATE BOARD OF EDUCATION
March 5, 2013
Special Teleconference Meeting
Boise, ID

A special teleconference meeting of the State Board of Education was held March 5, 2013. It originated from the Board office in Boise Idaho. Acting Board President Don Soltman presided and called the meeting to order at 3:00 p.m. A roll call of members was taken.

Present:
Don Soltman, Acting President
Emma Atchley, Secretary
Richard Westerberg
Bill Goesling
Tom Luna

Guest:
Ken Edmunds

Absent:
Rod Lewis
Milford Terrell

BOARD ACTION

M/S (Goesling/Atchley): To approve the agenda as submitted. There were no objections.

BUSINESS AFFAIRS & HUMAN RESOURCES - HR (BAHR)

1. ISU Coach Contract

BOARD ACTION

M/S (Westerberg/Atchley): To approve the request by Idaho State University to enter into an multiyear employment contract with Allison Gibson, as Women's Soccer Coach (1.0 FTE), for a term commencing retroactively on February 21, 2013 and expiring on February 21, 2016 with an annual base salary of $60,278.40 and such contingent base salary increases, 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 of the Board materials. The motion carried unanimously with a provision to remove the language regarding approval by the Board of Trustees for supplemental compensation referenced in section 3.2.3 from this item and the model contract.

Mr. Westerberg introduced the BAHR item from Idaho State University (ISU) to approve the contract for their head women's soccer coach. He indicated the item was considered at the last Board meeting where concern was expressed about the academic incentives. Since that time, ISU has responded with a revised contract that meets Board approval.

Dr. Goesling identified two concerns. The first was regarding supplemental compensation being approved through the university's Board of Trustees. He indicated that portion of the contract language would be changed and requested the coach be made aware that change would be occurring in the near future. The second concern was related to the academic standings and the APR ranking of the university if the coach raises the APR. Dr. Goesling recommends the APR to be on a point basis.

Mr. Westerberg confirmed that Dr. Goesling's first point would be noted for the record. To Dr. Goesling's second point, he is reluctant to recommend any changes because the APR percentage it is the hurdle set by the university for their coach. Mr. Freeman confirmed that regarding the first point, staff will strike the language in the model contract as suggested by Dr. Goesling where the Board of Trustees is to approve the supplemental compensation. He recommended striking the provision as part of the motion for the contract they are discussing today. Mr. Westerberg requested unanimous for this modification. There were no objections.

To the second point made by Dr. Goesling, Mr. Freeman echoed the remarks of Mr. Westerberg that the hurdles were set by the university. Mr. Westerberg added that by using a percentage, it shows how the university is doing among others. Dr. Goesling responded his concern is that if the coach moves the team up in rank, it should be rewarded. President Vailas suggested that the Board approve the contract as it is, and as time goes on, the Athletic Committee may suggest an amendment to the contract. Mr. Freeman commented that when the Board approved the changes to the policy, it was a first reading at the February meeting. The two primary issues addressed were for contracts to be 3 years or less minus any extraordinary circumstances, and also that the contracts be approved in advance and not retroactively. The Athletic Committee has not taken a formal position on the ranking being points or percentage based. Mr. Soltman recommended referring the item to the Athletics Committee for further discussion. Ms. Atchley further commented she was in agreement with the teams being ranked amongst their national peers in terms of percentage.

BUSINESS AFFAIRS & HUMAN RESOURCES – FINANCE (BAHR)

1. Policy V.R. – Second Reading

BOARD ACTION

M/S (Westerberg/Atchley): I move to approve the second reading of proposed amendments to Board policy Section V.R., Establishment of Fees, with all revisions as presented. The motion carried unanimously.

Mr. Westerberg introduced the item which is a revision to Board policy for the establishment of fees and reviewed those changes. Previous concerns of the Board have been addressed and are reflected in the policy changes. Ms. Atchley commented in support of the changes to the policy. Mr. Freeman remarked that the institutions who responded were in favor without concern to the changes as well.

2. University of Idaho CEO

BOARD ACTION

M/S (Westerberg/Goesling): To authorize the Board's Acting President to appoint a chair or co-chairs for a Screening Committee for President of the University of Idaho, and to direct the chair or co-chairs to select a screening committee, not to exceed 16 members, composed of a diverse group of University stakeholders. The motion carried unanimously.

AND

M/S (Westerberg/Atchley): To authorize the Board's Acting President to identify a candidate or candidates for Interim President of the University of Idaho, and to direct the Acting President to forward a list of qualified candidates to the Board by April 5, 2013. The motion carried unanimously.

Mr. Westerberg introduced the item commenting that University of Idaho president Duane Nellis is the sole finalist for the Texas Tech University presidency which necessitates a need to start the process for a presidential search committee and to identify an interim president. Mr. Westerberg asked for comments regarding a screening committee and the process which will likely take several months. He posed three questions to Board members. First, should the search committee hire a private firm to help in the search? Second, should the interim president be eligible to apply for the presidency? And third, that the Board provide any specific recommendations for the composition of the screening committee.

Mr. Soltman commented that President Nellis has not resigned and as such is still the President of the University of Idaho. He further added that any communication on this issue needs to go through Marilyn Whitney, Chief Communications Officer, in the Board office. Mr. Westerberg suggested that the Board clearly outline the expectations for the interim president including that they not be eligible to run for the presidency. He also recommended that the interim president and the search committee identify whether they want to identify and use a search firm. Ms. Atchley agreed with Mr. Westerberg on both comments. Dr. Goesling concurred on the need of a search committee and recommended identifying an interim president as soon as possible.

DEPARTMENT OF EDUCATION

1. Public Schools Budget Update

Superintendent Luna provided an update for the Board members on the Department's budget as recommended by the Joint Finance and Appropriations Committee (JFAC) in a 15-5 vote. He reminded Board members this budget still needs to pass the House, the Senate and be signed off on by the Governor. The JFAC recommendations approve a 2.2% increase in general funds, increases minimum teacher salary to $31,000, unfreezes the salary grid that was frozen during the recession, provides more funding to math and science teachers and provides funding for the SAT and PSAT tests. The recommendations also provide funding for the dual credit for early completers program, and include a 1.5% increase in discretionary funding. Mr. Luna reported that in reference to the $34 million from the reform bucket, JFAC recommended $21 million to be distributed to school districts and public charters for differential compensation which is in alignment with Board recommendation. Of that, 41% can be used for professional development and the remaining amount can be used for differential pay, and $13.4 million is budgeted for classroom technology. Mr. Luna commented that although this is ongoing funding, it is expected that the Education Task Force will make recommendations to the Board on how to spend these funds in the future.

Ms. Atchley asked about the wireless connection to the high schools and the privacy issues in doing that. Mr. Luna responded it is a concern which is being addressed to ensure proper filtering to prevent unauthorized access to the system and to make sure students don't have access to inappropriate materials. Mr. Luna felt confident privacy is and will continue to be protected, adding that federal and state laws and guidelines are in place for privacy protection.

Mr. Soltman asked about feedback from districts. Mr. Luna reported feedback has been positive, adding that there was strong support from both sides of the aisle in JFAC. Mr. Luna felt the budget has been well received and expressed thanks for those who worked to put it together.

PLANNING, POLICY AND GOVERNMENTAL AFFAIRS (PPGA)

1. Legislative Update

Ms. Atchley indicated that Board members had been provided with a list of current legislative initiatives. Mr. Soltman asked if Staff needed direction on any of the items. Ms. Bent indicated that at the last Board meeting there were questions about the two charter school pieces of legislation.

Mr. Ken Burgess was present to answer any questions regarding those pieces of legislation which are House Bills 206 and 221. Mr. Soltman asked if there were any questions or items of discussion for Mr. Burgess. Ms. Atchley expressed concern about how everything will work with the current Idaho public charter school authorizer which is the Public Charter School Commission. She asked how the Commission will provide for its funding if there are a number of other authorizers available in consideration of what their job has been historically as an authorizer. She questioned the practicality of having a number of authorizing agencies when the State Board in the end has the responsibility for education, adding this seems to diffuse that responsibility somewhat.

Mr. Freeman reviewed how the bill will impact the Board's budget. He indicated that each charter school will pay a fee to the authorizing entity. Based on the number of charter schools that are authorized under the Commission, if all those stay under the Commission, it would be sufficient to maintain the current state of operations and provide some additional revenue. However, because the fee is paid on February 15th, we will not know until 2014 how much revenue will be available. He pointed out that the Commission is separately budgeted line item in the State Board of Education budget, so there is no way to cash-flow its operations before that revenue comes in. Mr. Freeman concluded that JFAC has been notified the soonest the Commission budget could be switched from a state general fund to a fee revenue fund would be FY 2015. Mr. Freeman added that there is a certain amount of overhead required in being an authorizing entity and if schools choose to move to other authorizers the fee based budget may eventually not be enough to support minimum operations of the Commission.

Mr. Burgess commented that their goal is to update and align the charter law with best practices and the national model for charter schools. In other states, there are multiple authorizers used in starting charter schools. Mr. Burgess provided a bit of historical information with regard to charter school laws and authorizers, stating that the districts didn't have the desire to be authorizers. When the new law was written in 2004, they added the Public Charter School Commission for the purpose of being an additional authorizer. Since then, no school district has authorized a new charter school, only the Commission has done that. The concern of the Commission is with the ability to oversee a growing number of charter schools. They hope to relieve some of the burden on the Commission as well as expand charter opportunities by having other authorizers. He added that the authorizer fee is designed to help offset the costs to authorizers as well as an incentive to encourage traditional school districts to be authorizers.

Mr. Soltman asked if the schools authorized under a separate authorizer would still be under the Commission. Mr. Burgess responded that the schools would fall under their specific authorizer, adding that the way the bill is written, the State Department of Education would have the authority and responsibility for approving additional authorizers. He indicated there is a very specific approval process for becoming an authorizer.

Mr. Luna commented that construction of this proposed legislation has been a long process and that he is convinced it is a step in the right direction for our charter laws. It provides more opportunities for more students as well as an incentive for local school districts to be an authorizer. He commented the Department is supportive of the bill and is comfortable with the responsibility it puts on the Department.

Dr. Goesling asked if in the event of failure if the debt passes on to the authorizer. Mr. Luna responded that the financial obligations do not roll up beyond the charter school itself; there is no obligation to the Department or the state of Idaho for the debt. Ms. Bent indicated that House Bill 221 includes a process for school closure or dissolution that the assets would be sold to pay any debts.

Dr. Goesling asked about the appeal process. Ms. Bent responded that for those schools that are authorized by another authorizer and not the Commission, they have the same ability to appeal to the Board. If the Board disagrees with the authorizer not renewing a contract for a charter, that school could then become a school under the Commission. If the Board agrees with the authorizers' cancelling of a contract, then it is the same as when the Board agrees with the Commission when they have closed a charter school.

Ms. Atchley asked about charter facilities taking away from public facilities' money, along with the passing of levies and bonds in school districts. Mr. Luna responded that this legislation should help with the resistance from families in participating in the levies. Mr. Burgess commented that charter schools do not have the ability to bond or to have supplemental levies and this is designed as an equalizer in that respect.

Ms. Atchley asked for the Board's guidance and expressed continued concern with the bills. Ms. Bent indicated that staff has concerns over the funding impact of House Bill 206 with regard to going from a general fund appropriation to a dedicated fund. Regarding House Bill 221, there are concerns with vague definitions in the bill. Ms. Bent indicated House Bill 206 passed the House today with a 42-27 vote after debate. If the Board takes a position on it, staff would testify either for or against on the Senate side. Mr. Luna commented that this bill has gone through six to eight months of meetings and feels it is a bill that is one in the right step. Ms. Bent commented the Charter Commission does support both bills. She also indicated Mr. Lewis previously expressed concern with the renewal process and the level of accountability.

Mr. Soltman asked of the status of House Bill 221. Ms. Bent responded the House is scheduled to hear it tomorrow. Ms. Bent indicated that one concern was whether this legislation was taking funding away from other public school funding. Ms. Atchley asked if the Board should make a motion. The Board decided not to make a motion on either of the Charter bills.

Ms. Bent provided information on House Bill 218 and House Bill 224. House Bill 218 is regarding the school district bond requirements. The proposed legislation modernizes the language in Idaho Code to be more consistent and expands what is currently a limit of 20 years to amortization to 30 years. House Bill 224 clarifies the language in the teacher contracts and governing law. House Bill 205 deletes the restriction for the teacher's salary multiplier which is a clarifying bill based on the propositions.

BOARD ACTION

M/S (Atchley/Goesling): That the State Board of Education support HB 205, HB 218, and HB 225. The motion carried unanimously.

Other Business:

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

M/S (Atchley/Soltman): To adjourn at 4:20 p.m. The motion carried unanimously.

DRAFT MINUTES
STATE BOARD OF EDUCATION
March 12, 2013
Special Teleconference Meeting
Boise, ID

A special teleconference meeting of the State Board of Education was held March 12, 2013. It originated from the Board office in Boise Idaho. Acting Board President Don Soltman presided and called the meeting to order at 1:30 p.m. A roll call of members was taken. The purpose of the meeting is to discuss legislation, specifically House Bill (HB) 282.

Present:
Don Soltman, Acting President
Emma Atchley, Secretary
Richard Westerberg
Bill Goesling
Tom Luna
Milford Terrell
Rod Lewis

PLANNING, POLICY AND GOVERNMENTAL AFFAIRS (PPGA)

1. Legislative Update

BOARD ACTION

M/S (Atchley/Westerberg): That the State Board of education support House Bill 282.

M/S (Luna/Terrell) To postpone the Board's action on the motion until 4:00 pm Mountain Time Thursday March 14, 3013, to give the agencies, the State Board and the universities time to discuss their concerns and bring back their final product at that time. The motion carried four to three. Dr. Goesling, Mr. Lewis and Mr. Westerberg voted nay on the motion to postpone.

Ms. Atchley introduced the item indicating the bill would allow institutions to have status that is similar to that of the University of Idaho. She indicated the Department of Administration has informed the Board that they have some concerns about the legislation.

Ms. Bent from the Board office reviewed the details of the bill for the Board. She said the bill grants the Board the authority and responsibility to direct control over the institutions regarding financial matters, personnel matters, land use and construction matters, purchasing matters, and any matter as provided by law. The proposed legislation allows those institutions who wish to, to continue any existing participation and any statewide program for services. If they elect to discontinue participation they may elect to enter into written agreements with state departments to provide services on mutually agreeable terms. Ms. Atchley indicated the bill would have a direct impact on Boise State University (BSU), Idaho State University (ISU) and Lewis-Clark State College (LCSC). The bill may also impact several state agencies that currently provide services to the institutions. Staff indicated it has not been able to complete a comprehensive review due to the short timing of when they received the information. HB 282 did address some of the initial concerns that were expressed by institutions regarding the ability to opt in or opt out of the use of services.

The agencies that were present for comment included the Department of Administration, the Controller's Office, the Division of Human Resources, and the Governor's Office.

Ms. Teresa Luna reported for the Department of Administration, stating that they currently manage several programs which will be impacted by this legislation. She expressed concern with the impact to those programs should Higher Education in whole or in part choose to leave. She recommended in depth discussion regarding the fiscal impacts to the programs this legislation will affect. She also expressed concern with the lack of timelines and notification requirements to the affected agencies. She indicated the Department's willingness to work together on this legislation with Higher Education and other affected agencies, and would prefer to hold the bill until the next legislative session after an agreeable solution is met. Ms. Luna offered an additional recommendation that if this legislation does move forward, that it be amended to require Higher Education to provide notice that they intend to opt out 18 months in advance of the fiscal year they intend to leave the program, and to require them to show the fiscal burden to both the institution and the affected programs they are leaving.

Mr. Terrell asked how their fiscal situation would be affected. Ms. Luna responded that if a Higher Education entity leaves a program such as group insurance without any notification, the Department of Administration is committed to appropriations that are based on the whole group being in place. This would create a conflict with the multi-year contracts they have signed in their current plan. Ms. Luna clarified that during August, the appropriation is set for the fiscal year 18 months out. Ms. Luna indicated that if the bill goes through, they would need immediate notification. Mr. Keith Reynolds, Fiscal Officer from the Department of Administration, addressed the 18 month timeline indicating that the appropriation amount that the state sets its budgets from is published in the July manual from the Division of Financial Management in draft form; the calculation itself is done in March or April – which is why it seems like such a long timeline. Mr. Terrell asked if 15 months would be sufficient for notice. Mr. Reynolds indicated that would be agreeable but longer would be better. There was further discussion regarding the effect of the legislation on agencies as well as amendments to it.

Ms. Kim Toryanski, Deputy Director for the Division of Human Resources, commented on behalf of Administrator Vicki Tokita. She indicated there is a fiscal impact to the agency and for the three institutions. She pointed out they are funded by dedicated funds and one source is from fees from the institutions which represents about 7% of their funding. They also have concerns with record keeping and risk management issues. Mr. Luna asked how they would deal with a staff resource reduction given the loss of funds. Ms. Toryanski responded that she couldn't speak to how the split in personnel may end up at this time.

Mr. Roger Brown from the Governor's office thanked those agencies present for their engagement and openness to the discussion. From the Controller's Office, Brian Woolfe, Controller, and Dan Goicoechea, Chief of Staff, indicated they are not opposed to the idea conceptually, but are in opposition to the bill itself and the timing of the proposed legislation. He said they are committed to work with the universities and the State Board of Education to try to resolve any issues they may have. Mr. Goicoechea indicated their office would likely testify against the bill. He named the reasons why which included conflict with existing statutes, conflict with the Board of Examiners, conflict with Idaho Code 67-1031 related to record keeping of general or special funds that the University of Idaho, the State Board of Education, or the state’s colleges and universities may create. He pointed out that the language in Subsection B of the bill would potentially exempt all institution classified employees from the personnel system and stated there could also be perceived or inherent property rights affected. Other sections of conflict mentioned included Idaho Code 67-5301 and 59-1601. Mr. Goicoechea also indicated another item of concern for the Controller’s Office is related to the Statewide Cost Allocation Pool or SWCAP. He reiterated they are not in opposition to solving the problem, but they are not in agreement with the rush of this legislation. He concluded his comments by indicating the Controller’s office would like to be supportive of the concept, but it would be upon further exploration of impacts across boundaries of both agencies and statute. Additionally, they would like to have an opportunity to provide cost estimates for the proposed changes.

Dr. Kustra commented the flexibility and independence for BSU is warranted given the fact that their state appropriations are low. He acknowledged the concerns of the other agencies that testified and felt there would be a fair way to amend the legislation to assist with the time line, adding that in his opinion it is a very workable piece of legislation. Mr. Satterlee commented on the issues raised by the Controller’s office. He felt the statutes may not be in conflict, but could be better harmonized. He added that the Idaho Supreme Court and the Idaho Code as written already have this concept in place and offered some background information. Section 33-4005, Idaho code states that the State Board of Education is supposed to have, “all powers and duties with reference to said college as are now granted by the statutes of the State of Idaho and the Board of Regents of the University of Idaho.” He concluded by saying that treating all the institutions the same is important and that credible sources of law and education literature points strongly in favor of institutions being constitutionally flexible in their state constitution.

Mr. Soltman asked if the Board currently has a procedure or process for developing and putting forth legislation. Ms. Bent indicated the current Board process is the same as the Executive Agency process where legislative ideas come forth in June, after which the language comes before the Board in October for final approval. Mr. Soltman asked if this piece of legislation has gone through that process. Ms. Bent responded that it has not. Dr. Goesling asked if the Board has the staff to accommodate any additional work. Dr. Rush responded that the workload would occur at the institutional level and that there would be little administrative burden on Board staff. Mr. Terrell expressed concern about rushing the bill through without Board staff having ample time to review the materials and impact. Mr. Luna asked if there is an AG’s opinion on the matter. Mr. Satterlee responded that the Attorney General’s office responded in March of 2000 with an opinion answering several questions related to the matter. He added that the weight of the authority is there, but that there is opposition to this legislation that it may conflict with other sections of Idaho Code is an issue. Mr. Terrell asked the Board’s legal opinion. Ms. Marcus from the Board office responded that she doesn’t have a definitive opinion other than to note there does appear to be a conflict between the way the constitution is worded, and with statute, that could be cleared up through legislation. She did not want to opine with the lack of time to review the material. Mr. Lewis commented that clarification of the issues would be very helpful.

Mr. Soltman pointed out there is a Board process necessary for reviewing legislation and that BSU did not propose this legislation in June when legislative ideas were requested. Dr. Kustra indicated that in 2009 the Board did take an action on the issue. Mr. Satterlee confirmed that the Board’s action was to pursue autonomy on the item. Mr. Lewis reminded the Board that this issue has been before it for a considerable amount of time. Authority is given to the Board to separate itself from the agencies if it feels it is appropriate for the institutions, thereby enabling the Board flexibility to do what it thinks is right for the institutions.

Mr. Luna commented that there is no fiscal note in the language and there will certainly be a fiscal impact to other agencies. He requested to know more about the fiscal impact to state government and also questioned the urgency of this legislation, commenting the concerns expressed from the other agencies are largely a request more time for review the materials. He felt that if the agencies and institutions were given some time to sort through the details that an agreeable solution would likely be arrived at to address all concerns, considering earlier discussion indicated agreement with the concept of the legislation. Mr. Lewis encouraged being very supportive of this bill. Mr. Luna asked for a motion to postpone the original motion until Thursday to allow the agencies and institutions further review.

Mr. Westerberg clarified that the Board was asked to opine one way or another on this bill and that it clarifies and/or vests a particular authority to the Board. He is supportive of the bill and reminded Board members that there is a process the bill will follow allowing for amendments.

There was brief discussion about another legislative item, but the Board opted to discuss it at a later time.

Other Business:

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

M/S (Terrell/Atchley): To adjourn at 2:57 p.m. The motion carried unanimously.

DRAFT MINUTES
STATE BOARD OF EDUCATION
March 14, 2013
Special Teleconference Meeting
Boise, ID

A special teleconference meeting of the State Board of Education was held March 14, 2013. It originated from the Board office in Boise Idaho. Acting Board President Don Soltman presided and called the meeting to order at 4:00 p.m. A roll call of members was taken. The purpose of the meeting is to discuss legislation, specifically House Bill (HB) 282.

Present:
Don Soltman, Acting President
Emma Atchley, Secretary
Richard Westerberg
Bill Goesling
Tom Luna
Milford Terrell
Rod Lewis

PLANNING, POLICY AND GOVERNMENTAL AFFAIRS (PPGA)

1. Legislative Update

BOARD ACTION

M/S (Atchley/Westerberg): I move the State Board of education support the principles embodied House Bill 282. A roll call vote was taken. The motion carried unanimously.

Action on House Bill 282 was deferred after discussion at the March 12, 2013 Special Board meeting. House Bill 282 clarifies the Broad's authority of the Board in regards to administration of the institutions. Following discussions after the March 12 Special Board meeting between Boise State University (BSU) and the agencies impacted by HB 282 a new version of the bill was requested, the new bill with amendments has not been printed yet so there is not a bill number, nor has the final language been reviewed. Proposed amendments that were discussed and agreed upon by BSU staff and agency representatives included the addition of an 18 month withdrawal period for and institution once the affected agency is notified of the institutions intent to withdraw, a delayed effective date of the bill and a sunset clause. The purpose of the delayed effective date is to allow time for the Board to put forward additional legislation that will clean up the conflicts in code this bill would create. The sunset clause would go into effect should the Board not be successful in cleaning up the statutory conflicts. The removal of the sunset clause could be part of any clean up legislation the Board put forward during the next legislative session.

Mr. Lewis expressed concerns over the proposed amendments. Mr. Luna indicated the amendments were to give the agencies some comfort moving forward with the bill in light of the conflicts it would create in statute. Ms. Bent clarified that the proposed motion to support the principles in HB 282 would not indicate approval or support of the new bill since the Board has not had an opportunity to see the actual printed bill, but would allow the Board to indicate their support for the principle behind HB 282.

Mr. Luna indicated he is concerned that the HB 282 indicates there is no fiscal impact. There will clearly be a fiscal impact to other state agencies as well as allowing institutions to further duplicate existing services supplied by state agencies.

Mr. Westerberg called for the questions.

Mr. Lewis commented that he wanted to make sure the Board was part of the process in the future, including any additional legislation that may be necessary so that the Board's interests are represented.

Other Business:

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

M/S (/): To adjourn at 4:30 p.m. The motion carried unanimously.

DRAFT MINUTES
STATE BOARD OF EDUCATION
March 21, 2013
Special Teleconference Meeting
Boise, ID

A special teleconference meeting of the State Board of Education was held March 21, 2013 for the purpose of entering into Executive Session. It originated from the Board office in Boise Idaho. Acting Board President Don Soltman presided and called the meeting to order at 9:30 a.m. A roll call of members was taken.

Present:
Don Soltman, Acting President
Emma Atchley, Secretary
Richard Westerberg
Bill Goesling
Milford Terrell

Guest:
Ken Edmunds

Absent:
Rod Lewis
Tom Luna

EXECUTIVE SESSION

1. University of Idaho

BOARD ACTION

M/S (Atchley/Terrell): To go into Executive Session pursuant to Section 67-2345(1)(a), Idaho Code, to consider hiring a public officer, employee, staff member or individual agent. The motion carried unanimously.

BOARD ACTION

M/S (Terrell/Goesling): To go out of executive session. The motion carried unanimously.

Other Business:

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

M/S (Terrell/Goesling): To adjourn at 10:00 a.m. The motion carried unanimously.

DRAFT MINUTES
STATE BOARD OF EDUCATION
March 27, 2013
Special Teleconference Meeting
Boise, ID

A special meeting of the State Board of Education was held March 27, 2013. It originated from the University of Idaho in Moscow Idaho. Board President Ken Edmunds presided and called the meeting to order at 4:00 p.m. A roll call of members was taken.

Present:
Ken Edmunds, President
Don Soltman, Vice President
Emma Atchley, Secretary
Richard Westerberg
Bill Goesling
Milford Terrell
Rod Lewis
Tom Luna (Joined the meeting at 4:05)

BUSINESS AFFAIRS AND HUMAN RESOURCES

1. University of Idaho – Athletics Conference

BOARD ACTION

M/S (Terrell/Lewis): To approve the request by the University of Idaho to authorize the President of the University of Idaho to negotiate the final terms and determine whether to accept an invitation to the Sunbelt Conference as a football only member, in compliance with all Board policies and procedures. A roll call vote was taken. The motion carried unanimously.

Mr. Terrell introduced the item, asking Board member Lewis from the Athletics Committee to comment. Mr. Lewis reported that discussion on the Athletics Committee was productive and positive, and that they support this move by the University of Idaho to accept an invitation to join the Sunbelt Conference. Mr. Terrell summarized the staff comments of the item which indicate support and approval of the motion. He indicated that with no entry or exit fees, the University of Idaho gains maximum flexibility during a time of volatile conference realignments while ensuring stability for the program.

Dr. Nellis also commented on the advantages of the program and that it will help move the program from an independent status to a more solid status.

2. University of Idaho – Interim Chief Executive Officer

BOARD ACTION

M/S (Soltman/Goesling): To appoint Don Burnett as the Interim President for the University of Idaho at an annual salary of $240,000, effective June 1, 2013 and to authorize the Executive Director to execute the appointment letter outlining the standard terms and conditions for the position. A roll call vote was taken. The motion carried unanimously.

Mr. Soltman introduced the item and commented on Mr. Burnett's extensive background and career. Mr. Burnett is originally from Pocatello and received his JD from the University of Chicago and an LLM degree from the University of Virginia. He returned to Idaho where he entered into private practice and also became president of the Idaho State Bar among other accomplishments. Mr. Burnett accepted the deanship at the University of Louisville in 1990 and in 2002 returned again to Idaho to accept the deanship for the University of Idaho.

Mr. Terrell also commented positively on Mr. Burnett's career and indicated he is an exceptional choice for the appointment of Interim President.

Other Business:

Mr. Soltman indicated there would be press conferences to follow on both the appointment of the Interim University President as well as the University's possible invitation to join the Sunbelt Conference.

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

M/S (Goesling/Terrell): To adjourn at 4:15 p.m. The motion carried unanimously.

TAB	DESCRIPTION	ACTION
A	**FY 2014 DUAL CREDIT FEES**	Motion to approve
B	**FY 2014 STUDENT FEES**	Motion to approve

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SUBJECT

FY 2014 Dual Credit Fees

REFERENCE

April 2011	Maintained $65 per credit fee for dual credit classes for the 2011-2012 academic year and directed staff to analyze cost of dual credit courses
April 2012	Set the statewide dual credit fee at $65 per credit for courses delivered at secondary schools for fiscal year 2013; required the fee to be included in the annual April fee request report; directed staff to expand the scope of the study to all delivery models; and directed the institutions to address all dual credit standards in their cost estimates.
June 2012	Second Reading and approval of changes to III.Y. clarifying the role and responsibility for fee setting for Dual Credit fees.

APPLICABLE STATUTE, RULE, OR POLICY

Idaho State Board of Education Governing Policies & Procedures, Section V.R. and III.Y.4.a.
Sections 33-203(8), 33-1626, 33-3717A, Idaho Code

BACKGROUND/ DISCUSSION

The statewide fee for dual credit courses has been $65 per credit for a number of years. Staff developed a cost analysis template to provide a common framework with which to analyze the cost of dual credit delivery. All public institutions were asked to provide data using this standard template. The template divides the expenses into administrative and variable expenses and requires the institutions to list the methodology used in calculating stipends to school districts or teachers, institutional overhead, articulation reviews, and course oversight. The template also shows costs for institution dual credit staff, travel, textbooks, lab equipment, and other costs.

The institutions were also asked to review Board policy III.Y.4.a. (Dual Credit Standards for Students Enrolled in Courses Taught at the High School), and link those standards to line items on the template. This would help illustrate the alignment between costs associated with dual credit delivery and adherence to Board policy. The study revealed that program enhancements were needed at some of the institutions to bring programs into compliance with Board policy.

The initial cost study was reviewed at the April 2012 Board meeting. Only Boise State University (BSU), Idaho State University (ISU), Lewis-Clark State College (LCSC) and College of Southern Idaho (CSI) were considered when determining the adequacy of the $65 per credit fee. This was because the other institutions were either too new which made it difficult to compute a cost against relatively few credit hours, College of Western Idaho (CWI); decentralized and without standard methodologies for computing stipends and oversight costs, University of Idaho (UI); or whole-scale changes to the program were being implemented North Idaho College (NIC). The Board set the statewide dual credit fee at $65 per credit for courses delivered at secondary schools for fiscal year 2013, required the fee to be included in the annual April fee request report, directed staff to expand the scope of the study to all delivery models, and directed the institutions to address all dual credit standards in their cost estimates.

Subsequent to the April 2012 Board meeting, staff reviewed each institution's cost analysis to determine if costs associated with each component of Board policy III.Y.4.a. were reasonable and that the components were being met at a minimum level. Staff determined that more work was required to analyze the cost of the high school model. Staff worked with the institutions to revise their cost analyses to provide the most up-to-date information on dual credit programs which provide courses in compliance with Board policy. Therefore, the follow-up study contained in this agenda item continues to only analyze the high school delivery model in order to determine the full cost needed to adhere to all Board policies for dual credit.

A summary of the dual credit reports is included as Attachment 1. The summary shows a wide range of credit hours delivered, supplementary revenues for the community colleges from out-of-county tuition, and a wide range of average costs per credit hour for the main components of the programs. The summary also shows the cost of the stipends to high schools (both districts and teachers) as a percentage of total expenditures. Finally, an abbreviated memo of the methodology used is included for each cost component. Each institution's dual credit cost report is also included as a separate attachment.

Findings from the second study include the following:

High school teachers not necessarily paid for teaching dual credit courses or paid an adjunct amount in addition to district compensation

Some high school districts do not pay their high school teachers additional compensation for teaching dual credit courses nor do they permit institutions to pay teachers directly. CSI and CWI pay the high school teachers directly while BSU and ISU pay directly both districts and teachers. UI, LCSC and NIC pay only school districts, and the districts determine how those funds are distributed for items such as reimbursing teachers for supplies, textbooks, professional development, travel, scholarships, or compensation (if any). This is based on the theory that the teacher is already teaching the high school course and compensated through the district. Staff notes that there are additional responsibilities and effort required of a dual credit course teacher in order to meet Board standards and assure their class is the same as the corresponding college course (e.g. release time for professional development, meeting and travel time with faculty mentor). One institution only pays districts that invoice them, so while their budget may show the true “cost” for high school courses, their expenditures could actually be lower.

NIC dual credit program consists of three delivery models: at the high school, on campus, and distance learning. Currently, 51% of the dual credit courses are on the NIC campus. NIC’s projection includes the college’s initiative to reduce the on campus courses to only 30% and increase the high school courses from 19% to 35%. The budgeted cost per credit hour for NIC is $85.35. This is due primarily to the fact that their high school budgeted costs per credit hour are $54.40 which is twice as much as any other institution. This cost differential is driven by NIC paying the adjunct rate, paying on-campus faculty to mentor one-to-one to guarantee college rigor in the classroom, and low class size due to remote and small high schools in northern Idaho. NIC pays very few teachers directly, but pays the high school districts. Most of NIC’s dual credit courses include almost all dual credit students whereas the majority of the other institutions have dual credit students interspersed among regular high school students. The district may or may not pay the teacher this amount, but may use the funds to pay scholarships, books, and equipment. In any event, the high school teacher teaching a dual credit course for NIC may be paid an NIC adjunct per credit rate in addition to their district salary.

Lack of cost accounting to track actual expenditures

Only a few of the institutions have cost accounting systems that can accumulate and segregate dual credit costs from other institution costs. This is true for the UI which is also more decentralized and does not have standard methodologies for computing stipends and oversight costs. Those decisions are made at the department level. Also, expenses for articulation reviews are currently shown in the amount budgeted for faculty stipends. This inflates the average cost of faculty stipends ($58.93). Staff reduced the faculty stipends by the amounts indicated by the University that were for professional development, and recalculated the average cost for faculty stipends at $29.57 per credit hour. This is still the highest cost compared to the other universities by a factor of 2.5 to 4.5. UI (and LCSC) has very few dual credit hours to cover their fixed costs which combined with the high costs per faculty stipend results in an average cost per dual credit hour of $106.42

At NIC, allocating cost for courses delivered only at high schools is problematic because most dual credit courses are delivered on the college campus, and courses actually delivered at high schools are taught by college faculty. NIC has provided a projection based on a new model of teaching courses at the high school by high school teachers.

Overhead costs not always substantiated

As noted on the cost report for ISU, their overhead costs include $96,278 based on applying Board policy V.N.3.iv. which provides that the institution can charge a 20% indirect cost recovery of total direct costs for grants and contracts with any political subdivision of the State of Idaho. Staff does not consider dual credit programs as those considered under Board policy V.N.3.iv, and therefore, the 20% indirect cost recovery should not apply. Also, ISU does not charge their academic departments an internal overhead. If the $96,278 is removed from the above schedule, the total expenses per credit hour would be $58.74. If the highest overhead rate of the other institutions ($6.29 per credit hour at LCSC) was applied to ISU, the total expenses per credit hour would be $65.03 versus the $69.41 reported by ISU.

Large programs drive down per credit hour cost

Institutions with dual credit programs projecting over 8,000 credit hours all approximate the $65 per credit cost or less. The remaining institutions project less than 4,000 credit hours which impacts the economies of scale on their fixed administrative costs resulting in higher costs per credit hour. For example, LCSC revised their projection to include a 20% increase in credit hours and related variable costs. They also added .70 FTP and $25,900 for a Coordinator to support this growth. Still, the LCSC program is small, serving only their local community and has relatively few credit hours to cover their fixed costs, resulting in an average cost per credit hour of $70.75.

Out-of-district tuition is another revenue source for community colleges

The average cost for the 4-year institutions was $77 and the average cost for the community colleges was $64. It should be noted, however, that the community colleges also collect out-of-district tuition for dual credit courses as authorized under Idaho Code §33-2110A. The Statute sets the limit for out-of-county tuition at 2/3rd of the total fees charged not to exceed $500 per semester. The community colleges currently calculate the amounts they charge the out-of-district counties by dividing the $500 limit by the defined number of full-time credit hours (CSI and CWI 10 hours, NIC 12 hours). For example, CSI charges $50 ($500/10) to the out-of-district county, in addition to the $65 from the student.

Costs for state-administered functions

Staff identified issues that could be administered at the state level which would help the institutions provide a more robust dual credit program and might provide consistency and cost savings. Standard AE4 under Board policy III.Y.4.a requires a data collection system be established based on criteria established by the high school, institution and State Board to track dual credit students to provide data regarding the impact of dual credit programs in relation to college entrance, retention, matriculation from high school and college, impact on college entrance tests, etc. Board policy requires that a study be conducted every 5 years on dual credit graduates who are freshmen and sophomores in a college or university. The National Alliance of Concurrent Enrollment Partnerships (NACEP) is the sole accrediting body for concurrent enrollment partnerships and works to ensure that college courses offered by high school teachers are as rigorous as courses offered on the sponsoring college campus. Ongoing program evaluation and follow up surveys are keys to assuring program quality over time. Two Idaho institutions currently hold NACEP accreditation and two more are seeking accreditation this year. In the future, other Idaho institutions may wish to seek national recognition of their programs through NACEP and having a survey instrument aligned with NACEP survey content holds the potential of saving both time and money on this activity. NACEP standards require a 1 year and 4 year survey. Using the NACEP survey templates, institutions and Board staff should work cooperatively to develop a survey and process that will meet both State and NACEP requirements. Another opportunity for state level support is the expansion and further develop state-wide communication informing parents and students about dual credit. Any additional costs related to these processes are not included in this cost study.

IMPACT

Setting a statewide fee for dual credit courses delivered at high schools allows for consistency in access and pricing around the state.

ATTACHMENTS

STAFF COMMENTS AND RECOMMENDATIONS

The $65 per credit fee seems reasonable for BSU, ISU, LCSC, CSI and CWI. LCSC has a $70.75 per credit cost but this is due to a low number of credit hours. For UI and NIC, staff recommends changes to how high schools and faculty mentors are compensated before supporting any increase to the $65 per credit fee.

BOARD ACTION

I move to set the statewide dual credit fee at $65 per credit for courses delivered at secondary schools for fiscal year 2014.

Moved by____________ Seconded by_______________ Carried Yes____ No____

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Comparison of Dual Credit Costs per Credit Hour and Methodoligies

Institution	Credit Hours	Total Revenue	Total Expenses per Credit Hour	Dual Credit Staff Costs per Credit Hour	Overhead Costs per Credit Hour	High School Costs per Credit Hour	College Faculty Costs per Credit Hour	Textbooks
Boise State University	8,979	$584,035	$61.09	$16.37	$4.24	$15.67	$6.58	$12.82
Source: FY 2011 Actual				2.5 FTE	5% of budgeted expenses	$300 for 2-5 students + $250 each add'l 2-5 students; districts paid directly do not compensate teachers 26% of total cost	$500 per high school instructor oversight with classroom visit, $300 with no classroom visit	
Idaho State University	9,019	$586,235	$69.41	$15.52	$10.68	$27.08	$11.99	$0.00
Source: FY 2014 Projection				2.5 FTE	20% of total expenses	see Note A below 39% of total cost	see Note B below	
University of Idaho	2,639	$171,535	$106.42	$23.62	$9.30	$13.75	$58.93	$0.00
Source: FY 2012 Actual				1.0 FTE	cost of effort per unduplicated HC: Admissions, Registrar, Student Accounts	Determined by agreement between institution college and school district 13% of total cost	Institution college disburses how they choose. Some based on salary, some only get load adjustment	
Lewis-Clark State College	2,923	$170,745	$70.75	$23.48	$6.29	$6.29	$21.70	$6.10
Source: FY 2012 Actual				1.55 FTE	$7 per dual credit hour	If district pays teachers: <5 students $30/student 6-10: $35/student >=11: $40/student 9% of total cost	$1,000 for Instructor of record to oversee teacher w/o masters (4 observations per year); Liaison-$400 (2 obs/yr)	
College of Southern Idaho	14,187	$1,220,705	$43.58	$10.66	$2.31	$21.83	$8.19	$0.00
Source: FY 2012 Actual		$86 per CH after including out-of-county tuition		2.0 FTE	Records Office salaries divided by total institution credits times dual credits	$18 per credit per student 50% of total cost	$500 per course; stipends stop after 2 years HS teacher has taught same course	
College of Western Idaho	8,550	$575,750	$62.81	$24.11	$1.60	$18.00	$2.92	$0.00
Source: FY 2014 Projection		$67 per CH after including out-of-county tuition		3.0 FTE	10% of time for 2 positions: Salary & benefits	$18 per credit per student 29% of total cost	$350 for phase one mentoring, phase two included in payment for curriculum review	
North Idaho College	3,850	$258,353	$85.35	$11.53	$0.00	$54.40	$15.64	$0.00
Source: Projection		$67 per CH after including out-of-county tuition		2.0 FTE	DC specialist does some administrative functions	Most to districts which pay teachers per credit equivalent of NIC adjunct; districts also may pay for sholarships, books, and equipment 65% of total cost	Faculty mentors also paid NIC adjunct rate per credit	

Note A: ISU High School Stipends

For a 3+ credit hour class with 7+ enrollment* in only one section: $1000.00
For a 3+ credit hour class with more than one section, and average of 10 students between all sections: $1000.00 per section.
For a 2 credit hour class: Adjunct Faculty receive $500 for the first 5 students enrolled and $35.00 per student thereafter
For a 1 credit hour class: Adjunct Faculty receive $150.00 for first 5 students enrolled and $35.00 per student thereafter
*For enrollment that is under the requirement of 7 students (3 + credit hour classes only), stipends are figured on a per student scale

Note B: ISU Faculty Stipends

For a 3+credit hour class with 7+ enrollment* per section: $1000.00 for the first section and $250.00 for each section thereafter.
For a 2 credit hour class with 5+ enrollment: Faculty Liaisons receive $500.00 for the first section and $125.00 for each thereafter
For a 1 credit hour class with 5+ enrollment: Faculty Liaisons receive $300.00 for the first section and $75.00 for each thereafter
*For enrollment that is under the requirement of 7 students (3 + credit hour classes only), stipends are figured on a per student scale

Dual Credit Cost Analysis
Boise State University
FY 2011

			Credit Hrs	Budget	
Revenues					
Student Fees				$ 584,035	
Credit Hours (CH) - Academic		8,979			
Credit Hours (CH) - Technical (not TechPrep)					
Total Credit Hours (CH)		8,979	8,979		**Note C**
per credit fee-Set at $65			$ 65.04		
Out of County Tuition (if applicable)					
Total Revenues			$ 65.04	$ 584,035	
					Board Dual Credit Policy III.Y.
Expenses					
Administrative Expenses					
DC staff-Director, Coordinator, 1/2 time Admin	FTP		2.5	$ 128,425	S4-5, AE 1-7
1/2 time coordinator, 2 students				18,588	
College/University support:				38,107	S1-2
(5% of budgeted expenses (Admissions, Registrar,					
Disbursements, Library, Writing Center, Student ID) **Note A**					
Articulation reviews	# of reviews		8	3,200	
($400 per review)					
Campus visits for DC students (on campus	$7.50/lunch		1,233	9,248	S1-2, A1, A3
lunches for students, etc.; list method)					
DC travel to staff conferences and state meetings				5,998	All facets
Other: including program brochures and marketing costs				12,185	S3
DC staff travel to HS for registration & admin. oversight				17,919	F3, S3
Total Administrative Expenses			$ (26.02)	$ 233,670	
Variable Expenses					
Student scholarships awarded				37,063	
Stipends to HS school districts for supplies	# of schools		15	70,336	C3, F1
including lab equipment and teaching support					
($300 for 2-5 students + $250 each add'l 2-5)					
Stipends to HS teachers	# of teachers		51	70,350	F2
($300 for 2-5 students + $250 each add'l 2-5)	# of credit hrs		3778		
Teaching stipends to college/university faculty	# of faculty		0	-	
(list methodology used to pay stipends)	# of credit hrs		0	-	
College/University Faculty stipends	# of faculty		28	59,100	C1-3,F1-4,A1-3
($500 per high school instructor oversight with					
classroom visit, $300 with no classroom visit)					
Textbooks	cost/credit hr.		$ 12.82	115,093	C1, C3, A1
Total Variable Expenses (variable expense per CH)			$ (35.07)	$ 314,879	
Total Expenses			$ (61.09)	$ 548,549	
Net Revenue over Expenses			$ 3.95	$ 35,486	**Note B**

Note A: Includes general University support focused on student services; Admissions, Registrar, Payment & Disbursement, Library, Writing Center, Student ID cards.

Note B: Excess program revenue is distributed towards student scholarships; teacher tuition scholarships to pay for Masters degrees to qualify to teach dual credit courses; GEAR UP matching funds; and to cover additional staffing for fall.

Note C: Per instructions, credits for online classes offered with IDLA were removed (231 credit hours).

Dual Credit Cost Analysis
Idaho State University
FY 2014 (Additional funding required to meet Board Policy)

			Credit Hrs	Budget	
1	**Revenues**		Credit Hrs	Budget	
2	Student Fees				
3	Credit Hours (CH) - Academic	9,019		586,235	
4	Credit Hours (CH) - Technical (not TechPrep)	-			
5	Total Credit Hours (CH)	9,019	9,019		
6	per credit fee		$0.00		
7	Out of County Tuition (if applicable)			-	
8	**Total Revenues**		$65.00	$586,235	
9					Board
10	**Expenses**				Dual Credit
11	Administrative Expenses				Policy III.Y.
12	Dual Credit staff	FTP	2.0	$114,943	S1-5, AE 1-7
13	(list full and part-time staff positions)		$57,472		
14	Director ($46,800 + Ben)	1			
15	Administrative Assistant 2 ($32,802 + Ben)	1			
16	**Additional Future staff (per conversation-Dana)	1	25,000	25,000	
17	College/University support:				
18	Indirect costs per SBOE Policy (20%)			96,278	S1, C1-2, AE1-7
19					
20	Articulation reviews: each department covers admin. costs	# of reviews			
21	Campus visits for DC students (on campus		10,000	10,000	
22	lunches for students, etc.; list method)				
23	DC travel to staff conferences and state meetings			2,500	All facets
24	Other: including program brochures and marketing costs			7,466	S3
25	Additional Marketing brochures, campus visits (est)		10,000	10,000	S2, S3
26	DC staff/faculty liaison travel to HS for registration & admin. oversight		7,500	7,500	F3, S3
27	Total Administrative Expenses		$(30.35)	$273,687	
28					
29	Variable Expenses				
30	Stipends to HS school districts for supplies	# of schools		19,750	
31	including lab equipment and teaching support				
32	Stipends to HS teachers	# of teachers	133	224,477	F1-4
33		# of credit hrs	9019		
34	Teaching stipends to college/university faculty	# of faculty			
35	College/University Faculty stipends	# of faculty	35	108,102	C3,F1-4,A1-3
36	Textbooks	cost/credit hr.			
37	Total Variable Expenses (variable expense per CH)		$(39.07)	$352,329	
38					
39	Total Expenses		$(69.41)	$626,016	
40					
41	Net Revenue over Expenses		$(4.41)	$(39,781)	

Line 31 Stipends to High School Teachers (Adjunct Faculty) Methodology
For a 3+ credit hour class with 7+ enrollment* in only one section: $1000.00
For a 3+ credit hour class with more than one section, and average of 10 students between all sections: $1000.00 per section.
For a 2 credit hour class: Adjunct Faculty receive $500 for the first 5 students enrolled and $35.00 per student thereafter
For a 1 credit hour class: Adjunct Faculty receive $150.00 for first 5 students enrolled and $35.00 per student thereafter
*For enrollment that is under the requirement of 7 students (3 + credit hour classes only), stipends are figured on a per student scale

Line 34—College/University Faculty Liaisons Stipends Methodology
For a 3+credit hour class with 7+ enrollment* per section: $1000.00 for the first section and $250.00 for each section thereafter.
For a 2 credit hour class with 5+ enrollment: Faculty Liaisons receive $500.00 for the first section and $125.00 for each thereafter
For a 1 credit hour class with 5+ enrollment: Faculty Liaisons receive $300.00 for the first section and $75.00 for each thereafter
*For enrollment that is under the requirement of 7 students (3 + credit hour classes only), stipends are figured on a per student scale

Note: Line 18 includes $96,278 in indirect costs based on applying Board policy V.N.3.a.iv. which provides that the institution can charge a 20% indirect cost recovery of total direct costs for grants and contracts with any political subdivision of the State of Idaho. Idaho State University pays stipends directly to high school teachers as opposed to contracting with school districts. Staff agrees there is an indirect or overhead cost for the dual credit program at Idaho State University, but that amount has not been calculated by the institution. Idaho State University does not charge their academic departments an indirect or overhead fee.

The $96,278 overhead costs amounts to $10.68 per credit hour. This compares to overhead rates of established programs ranging from $1.60 to $7.37. If the $96,278 is removed from the above schedule, the total expenses per credit hour would be $58.74. If the high overhead rate of $7.37 was used, the total expenses per credit hour would be $66.11.

Dual Credit Cost Analysis
University of Idaho
FY 2012

Line	Item		Credit Hrs	Budget	Board Dual Credit Policy III.Y.
1	**Revenues**				
2	Student Fees			$ 171,535	
3	Credit Hours (CH) - Academic	2,639			
4	Credit Hours (CH) - Technical (not TechPrep)				
5	Total Credit Hours (CH)	2,639	2,639		
6	per credit fee		$ 65.00		
7	Out of County Tuition (if applicable)			-	
8	**Total Revenues**		$ 65.00	$ 171,535	
9					
10	**Expenses**				
11	Administrative Expenses				
12	Dual Credit staff	FTP	1.0	$ 62,340	C1, S2-5, AE 5-7
13	(list full and part-time staff positions)		$ 62,340		
14	College/University support:				
15	(List dollar amount charged to Dual Credit budget and			24,538	C1-2, S1, S5
16	methodology used to calculate amount)				
17	Articulation reviews	# of reviews	118		
18	(depends on college department, included in line 34)				
19	Campus visits for DC students (on campus				
20	lunches for students, etc.; list method)				
21	DC travel to staff conferences and state meetings			859	All Facets
22	Other: including program brochures and marketing costs				
23	DC staff travel to HS for registration & admin. oversight			1,305	F3, S3
24	Total Administrative Expenses		$ (33.74)	$ 89,043	
25					
26	Variable Expenses				
27	Stipends to HS school districts for supplies	# of schools	55	$ 36,279	A1, A3, AE 3
28	including lab equipment				
29	(list methodology used to pay stipends)	# of credit hrs			
30	Stipends to HS teachers				
31	(list methodology used to pay stipends)				
32	Teaching stipends to college/university faculty	# of faculty			
33	(list methodology used to pay stipends)				
34	College/University Faculty stipends	# of faculty	22	155,527	C1, C3, F1-4,
35	(List methodology used)				A1, A3,
36	(Curriculum review, professional development)				AE 3, AE 6-7
37	Textbooks	cost/credit hr.	$ -		
38	Total Variable Expenses (variable expense per CH)		$ (72.68)	$ 191,806	
39					
40	Total Expenses		$ (106.42)	$ 280,849	
41					
42	Net Revenue over Expenses		$ (41.42)	$ (109,314)	

Special Comments: This information reflects FY2012 data. Please refer to the attached document titled, "Methodology" for specific information.

Dual Credit Cost Analysis
Lewis-Clark State College
FY 2014

1	**Revenues**					
2	Student Fees				$ 170,745	
3	Credit Hours (CH) - Academic		2,871			
4	Credit Hours (CH) - Technical (not TechPrep)		52			
5	Total Credit Hours (CH)		2,923	2,923		
6	per credit fee			$ 58.41		
7	Out of County Tuition (if applicable)				0	
8	**Total Revenues**			$ 58.41	$ 170,745	
9						Board
10	**Expenses**			Credit Hrs	Budget	Dual Credit
11	Administrative Expenses					Policy III.Y.
12	Dual Credit staff	FTP		1.55	$ 68,631	S4-5, AE 1-7
13	(list full and part-time staff positions)			$ 44,278		
14	Director, Summer School & Special Projects		0.25	16,918		AE4
15	Administrative Assistant I		0.30	11,124		
16	Coordinator		0.70	25,900		
17	Director, New Student Recruitment		0.05	3,273		
18	Enrollment Specialist		0.25	11,416		AE4
19	College/University support:					
20	(List dollar amount charged to Dual Credit budget and				18,388	S1-2
21	methodology used to calculate amount)					
22	$7 Dual Credit Fee Supports Gen Ed Budget			18,388		
23	Articulation reviews	# of reviews		8	4,000	A2, AE1, AE2
24	(list methodology used)	Total # of reviews		68		F-2,F-3
25	One-time payment of $500 to Faculty					S1-2, A1, A3
26	Campus visits for DC students (on campus		0	1,067	8,000	
27	lunches for students, etc.; list method)					
28	DC travel to staff conferences and state meetings				3,000	All facets
29	Other: including program brochures and marketing costs				2,086	S3
30	DC staff travel to HS for registration & admin. oversight				556	F3, S3
31	Total Administrative Expenses			$ (35.81)	$ 104,661	
32						
33	Variable Expenses					
34	Stipends to HS school districts for supplies	# of schools		3	$ 18,388	F1
35	including lab equipment					
36	Per the Concurrent Enrollment Memorandum of Agreement,					
37	stipends are based upon student enrollment in					
38	fully articulated and approved courses, as follows:					
39	Classes of 5 students or less - $30/student					
40	Classes of 6-10 students or less - $35/student					
41	Classes of 11 or more students or less - $40/student					
42	Stipends to HS teachers	# of teachers		0	0	
43	(list methodology used to pay stipends)	# of credit hrs				
44	Teaching stipends to college/university faculty	# of faculty		0	0	
45	(list methodology used to pay stipends)	# of credit hrs				
46	College/University Faculty stipends	# of faculty		19	63,424	C1-3,F1-4,A1-3
47	(List methodology used) Faculty stipends are paid as follows: Instructor of record - $1000 per course + benefits;					
48	Liaison - $400 per course + benefits					
49	Faculty travel to HS for instructional oversight				2,510	F1,F3,F4
50	(Curriculum review, professional development)					
51	Textbooks	cost/credit hr.		$ 6.10	17,825	C2
52	Total Variable Expenses (variable expense per CH)			$ (34.95)	$ 102,148	
53						
54	Total Expenses			$ (70.75)	$ 206,808	
55						
56	Net Revenue over Expenses			$ (12.34)	$ (36,063)	

Dual Credit Cost Analysis
College of Southern Idaho - March 1, 2013
FY 2012

Line	Item			Credit Hrs	Budget	Board Dual Credit Policy III.Y.		
1	**Revenues**							
2	Student Fees				**$ 911,855**			
3	Credit Hours (CH) - Academic	**12,771**						
4	Credit Hours (CH) - Technical (not TechPrep)	**1,416**						
5	Total Credit Hours (CH)	**14,187**		**14,187**				
6	per credit fee		**$**	**64.27**				
7	Out of County Tuition (if applicable)				**308,850**			
8	**Total Revenues**		**$**	**86.04**	**$ 1,220,705**			
9								
10	**Expenses**							
11	Administrative Expenses							
12	Dual Credit staff	FTP		**2.0**	**$ 151,183**	S4-5, AE 1-7	Note 2	
13								
14	College/University support:							
15	(Records Office salaries divided total institution		**$**	**374,670**	**32,726**	S1-2		8.73%
16	credits times dual credits)	Total Credits		**162,423**				
17	Articulation reviews See Note 9 & 10 - costs include in line 34				-	3Y		
18								
19	Campus visits for DC students (on campus	$7.50/lunch			-	S1-2, A1, A3	Note 3	
20	lunches for students, etc.; list method)							
21	DC travel to staff conferences and state meetings				-	All facets		
22	Other: including program brochures and marketing costs				**3,089**	S3	Note 3	
23	DC staff travel to HS for registration & admin. oversight				**5,450**	F3, S3	Note 8	
24	Total Administrative Expenses		$	(13.57)	$ 192,448			
25								
26	Variable Expenses							
27	Stipends to HS school districts for supplies	# of schools		60	$ -			
28	including lab equipment and teaching support							
29	(list methodology used to pay stipends)							
30	Stipends to High School Teachers	# of teachers				F1		
31	$18.00 per credit per student	# of credit hrs			**309,680**			
32	Teaching stipends to college/university faculty	# of faculty			-			
33	(list methodology used to pay stipends)	# of credit hrs						
34	College/University Faculty stipends	# of faculty			**116,135**	C1-3,F1-4,A1-3	Note 4	
35	(List methodology used)					3Y		
36	(Curriculum review, professional development)							
37	Textbooks	cost/credit hr.	$	-	-	C2	Note 5	
38	Total Variable Expenses (variable expense per CH)		**$**	**(30.01)**	**$ 425,815**			
39								
40	Total Expenses		$	(43.58)	$ 618,263			
41								
42	Net Revenue over Expenses		$	42.46	$ 602,442			

Note 1: The CAGC & CSI Foundation Funds are used to pay tuition so they are actually included in the Tuition amount.

Note 2: Starting with Fy 12, CSI has set up a separate department to capture all direct dual credit expenses. Starting in Fy 12, dual credit revenues were also set up in a separate revenue account.

Note 3: Dual credit students are recruited the same way regular students are recruited. The costs are included in our overall student recruiting budget.

Note 4: A new system is being implemented to pay regular CSI faculty for mentoring dual credit instructors The current method of paying $500 to CSI faculty per dual credit course per location is not proving to be cost effective. The new system should be utilized for the Fall of 2012.
Faculty mentors are assigned for each dual credit instructor by department chairs and these mentors are responsible for checking to insure the proper textbook and syllabus is being used, outcome assessments match campus assessments, and general classroom procedures parallel the college as closely as possible in the high school setting. If the high school teacher teaches the same course for two years, the Department Chair assumes responsibility for the mentoring and the mentoring costs are no longer paid to the mentoring faculty.

Note 5: Textbooks are provided by the high school, the student or a grant or some other source of funding. CSI does not directly supply textbooks to dual credit students. The CACG grant administered by the Idaho State Department of Education pays some high schools directly for dual credit text books.

Note 6: There are a number of indirect costs that are not included- cost of ERP software, business office, admin. etc. The analysis above includes the marginal costs since the indirect costs would not be lowered measurably if we did not have a dual credit program.

Note 7: Approximately 31% of CSI dual credit student go on to take at least one CSI credit class after they graduate from high school.

Note 8: All dual credit resources and information are posted on a web site linked with the main CSI URL, which can be found at: http://www.csi.edu/prospectiveStudents_/highSchool/.
This material offers information for school officials, teachers, parents, and students regarding processes, procedures, and publications associated with dual credit at the College of Southern Idaho.

Note 9: NACEP accreditation processes followed by all departments to assure rigorous coursework and adherence to institutional standards and "best practices".

Note 10: 7 CSI Departments conduct articulation reviews for approximately 100 courses. Once a course is articulated it is continuous unless something changes. The amounts paid to department heads for course articulation reviews is included on line 34 in the College/University Faculty Stipends.

Note 11: Hiring of dual credit staff is part of a CSI Department Head's job. In the 7 departments that we have dual credit offerings, we hire about 5 new dual credit teachers each year per department. As a general rule, these teachers are already teaching for the school districts and have outstanding teaching qualifications. Our department heads spend approximately an hour and a half each on the 35 new hires we have each year reviewing reviewing qualifications. You could use $75 per hour times 1.5 hours times 35 teachers for at total of $3,937 if you want to add this in somewhere as an indirect cost.

Dual Credit Cost Analysis
College of Western Idaho
FY 2014 Projections

1	**Revenues**		Credit Hrs	Budget	
2	Student Fees			$ 555,750	
3	Credit Hours (CH) - Academic	8,550			
4	Credit Hours (CH) - Technical (not TechPrep)	-			
5	Total Credit Hours (CH)	8,550	8,550		
6	per credit fee		$ 65.00		
7	Out of County Tuition (if applicable)			20,000	
8	**Total Revenues**		$ 67.34	$ 575,750	
9					Board
10	**Expenses**				Dual Credit
11	Administrative Expenses				Policy III.Y.
12	Dual Credit staff	FTP	3.00	$ 206,100	All Aspects
13	Director @ 1.00; Admin Assist @ 1.00; DC coordinator @ 1.00		$ 68,700		
14	College/University support:			13,700	C2,S1-2, S4-5, A2, AE 2-7
15	(List dollar amount charged to Dual Credit budget and			-	
16	methodology used to calculate amount)				
17	Articulation reviews	# of reviews	162	$ 17,800	C1, C3, F1, S5, A3, AE5-6
18	(articulation reviews are paid at $150 per new course and $100 per existing course)				
19	Campus visits for DC students (on campus	n/a	-	-	
20	lunches for students, etc.; list method)				
21	DC travel to staff conferences and state meetings			$ 2,500	AE1 & 7
22	Other: including program brochures and marketing costs			$ 25,000	S2-3
22a	DC Scholarships Internal			$ 75,000	AE4 & 7
23	DC staff travel to HS for registration & admin. oversight			$ 10,000	S2-3, AE1 & 6
24	Total Administrative Expenses		$ (40.95)	$ 350,100	
25					
26	Variable Expenses				
27	Stipends to HS school districts for supplies	# of schools	n/a	$ -	
28	including lab equipment and teaching support				
29	(list methodology used to pay stipends)				
30	Stipends to HS teachers	# of teachers	109	$ 153,900	C1-3, F1-3, S1-5, A1-3, AE2-3, AE5-6
31	CWI methodology: ($18 per credit hour)	# of credit hrs			
32	Teaching stipends to college/university faculty	# of faculty	n/a	-	
33	(list methodology used to pay stipends)	# of credit hrs	n/a		
34	College/University Faculty stipends	# of faculty	43	$ 25,000	C1 & 3, F1-3, A1-3, AE1, AE3-6
35	CWI: ($350 for phase one mentoring, phase two included in payment for curriculum review)				
36	Curriculum review, professional development			8,000	F1-3
37	Textbooks	cost/credit hr.	$ -		
38	Total Variable Expenses (variable expense per CH)		$ (21.86)	$ 186,900	
39					
40	Total Expenses		$ (62.81)	$ 537,000	
41					
42	Net Revenue over Expenses		$ 4.53	$ 38,750	

Notes: Phase 1 mentoring includes overseeing new dual credit high school teachers , new dual credit courses, or teachers who previously were considered Phase 2 teachers but subsequent to reveiw and assessment were reconsidered as Phase 1 teachers. Phase 2 mentoring includes overseeing dual credit high school teachers who have through the Phase 1 process.

	edit Budget Analysis for North Idaho College - Model based on more credit generation off		HS only - based on % of credits expected to earn by teaching method	
	PLANNNG MODEL with 3-year Growth			
	North Idaho College Proposed Model (as of 3/18/2013)		**High School**	
1			% credits	35%
2	**Revenues (ALL DUAL CREDIT REVENUE)**		Note: 19% in 2012/13	
3	Student Fees for Taught in HS	$250,250		$250,250
4	Student Fees for Distance Delivery	$250,250		
5	Student Fees for On Campus	$482,107		
6	Credit Hours Taught in HS	3,850		
7	Credit Hours By Distance Delivery	3,850		
8	Credit Hours On Campus - Academic	3,300		
9	Total Credit Hours (CH) - est. 15% higher than 2012/13	**11,000**		
12	Out of County Tuition (if applicable) - using 5% inc. over 2012/13			$8,103
13	**Total Revenues**	Average revenue per credit	$67.10	$ 258,353
14	**Expenses**			
15	Administrative Expenses as defined by ISBE for Dual Credit			
16	Dual Credit Director and Specialist with 2% inc. over 3 years	FTP		$34,156
17	30% benefits on administrative salaries			10,247
18	Travel: facilitators to HS, admins to HS, conferences & state meetings			3,281
19	General office and NACEP fees			1,400
20	Dual credit marketing - forms, posters, outreach, advertising			2,275
21	Orientation			788
22	Surveys			175
23	Articulation reviews: 99% of courses are current NIC courses which			0
24	already went through academic review			
25	HS Counselor Admin. Workshop			350
26	DC Instructor Admin. Workshops (no cost to on campus or dist. ed as wouldn't need)			6,250
27	Total Administrative Expenses		($15.30)	$ (58,922)
28	Variable Expenses (Instructional Expenses) as defined by ISBE for Dual Credit			
29	Adjunct per credit rate in 3 years (1% per year)	816		
30	Teaching Costs Teaching in the HS with HS teachers - no benefits			209,440
31	Majority goes to districts to pay teachers, scholarships, books, equipment- support of DC			
32	Few paid directly to teachers who teach during zero hour/prep time; most paid to HS districts			
33	Faculty facilitators (mentors)	Sections in HS		48,960
34	Benefits - 30% benefit cost on faculty facilitators (mentors)			2,598
35	Teaching DC Instructor workshops by faculty (10 days summer)			8,660
36	Teaching Costs - Campus-based costs for FT faculty			
37	Benefits - 30% benefit cost on faculty teaching on campus			
38	Total Variable Instructional Expenses per credit		($70.04)	$ (269,657)
39				
40	**Total Expenses**		($85.35)	$ (328,579)
41				
42	Net revenue over expenses based on per credit		($18.24)	**$ (70,226)**

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COLLEGE AND UNIVERSITIES

SUBJECT

FY 2014 Student Tuition & Fee Rates (Academic Year 2013-2014)

REFERENCE

February 2013	Board approved second reading for V.R. Policies regarding Board approval for New Student Orientation fees

APPLICABLE STATUTE, RULE, OR POLICY

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

BACKGROUND/DISCUSSION

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

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

Per board policy, Boise State University (BSU), Idaho State University (ISU), University of Idaho (UI), Lewis-Clark State College (LCSC), and Eastern Idaho Technical College (EITC) notified students of proposed fee increases and conducted public hearings. Their respective presidents are now recommending to the Board student tuition and fee rates for FY 2014.

Reference Documents

Page 9 displays information from the *FY 2014 Legislative Fiscal Report* showing the reduction in the percentage of the General Fund allocated to the College & Universities over the last 22 years compared to other state budgeted programs.

Page 10 shows the percentage of total appropriation for General Funds, endowment funds and tuition and fees since 1980.

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

Page 12 shows a summary of FY 2014 annual requested student fees.

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

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

The purpose of this chart is to show the increasing cost to attend college (student fees, books and supplies, room and board, personal expenses, and transportation) compared to the per capita income from 2003 to 2012. Each institution has a similar chart showing similar information. The "cost" of attendance reflects full tuition and fees, which differs from the actual "price" of attendance which would reflect cost net of tuition discounts through financial aid and scholarships.

The average cost to attend Idaho's 4-year institutions has grown from $11,787 in 2003 to $17,894 in 2012, or 52%, while the Idaho per capita income has increased from $26,035 to $33,036, or 27%. The increases in the cost to attend college from 2003 to 2012 are as follows:

Tuition & Fees	88%
Books and Supplies	23%
Room and Board	49%
Personal and Transportation	33%
Total Cost to Attend	52%

Page 14: Cost to Deliver College

The purpose of this chart is to show the costs to deliver college, changes in student enrollment and cost per student FTE. The increases in the cost to deliver college (by major expenditure functional categories) from 2003 to 2012 are as follows:

Instruction	18%
Academic Support	46%
Student Services	27%
Library Services	21%
Athletics & Auxiliaries	54%
Plant and Depreciation	50%
Institutional Support	14%
Financial Aid	63%
Total Increase in Cost to Deliver College	28%

At the same time, student FTE (top line) has increased by 9%. Taken together, the total cost to deliver college per student FTE (bottom line) has increased by 28% from $10,228 in 2003 to $13,124 in 2012.

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

The purpose of this chart is to show the annual percentage increase from 2003 to 2012 for resident fees, CPI, Idaho Per Capita Income, and Idaho Average Annual

Wage. As the chart indicates, historically when per capita income and annual wages have increased at a higher rate than the previous year, fees have correspondingly increased at a lesser rate. The opposite is also true, when income and wages have increased at a slower rate than the previous year, fees have correspondingly increased at a faster rate. This trend changed starting in FY 2011. The Consumer Price Index for calendar year 2012 was 1.7% and Idaho currently ranks 49th in Per Capita Income.

Page 16: FY 2014 Fee Increases Based on Unfunded Requested Maintenance

The purpose of this report is to show the tuition increase which would be needed for each institution to generate revenue equal to the unfunded Maintenance of Current Operations (MCO) budget request components. Fee revenue is excluded from the analysis because it is restricted for specific purposes. In addition, the analysis does not account for additional revenues generated by any enrollment growth above that projected in the FY 2014 tuition and fee hearing information. The report also assumes a 1% CEC, but the Legislature did not approve or fund a CEC for state institutions or agencies.

The Legislature did fund the FY 2014 Enrollment Workload Adjustment (EWA) that was requested by the institutions plus an additional $1.4M for enrollment costs. However, since the EWA formula only provides 67% of the 3-year moving average increase in credit hours, the institutions make up the difference in order to cover the costs of increased enrollment.

Institution Fee Proposals

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

- Narrative justification of the fee increase request and planned uses of the additional revenue.
- Schedule detailing the tuition and fee changes.
- Schedule projecting the amount of revenue generated from the tuition and fee changes. This schedule shows the projections to fee revenue based on changes in enrollment and fees. The enrollment changes are an estimate, so revenues would only be realized to the extent of actual adjustments in enrollment. Also, revenue from increased enrollment must also cover the incremental cost of each new student, thereby reducing the amount that could go to cover other institutional costs such as unfunded maintenance expenses.
- Schedule displaying a 4-year history of Board-approved fees and the FY 2014 requested fees.
- The same charts as found on pages 13-15 (and described above) at a disaggregated, institution specific level:
    - o Chart: Cost of Attending College vs. Per Capita Income

- o Chart: Cost to Deliver College and Cost to Deliver Per Student FTE
- o Chart: Annual % Increase for Fees, CPI, Per Capita Income, and Average Wage
- Schedule displaying fee increase range from 1% to 10% in 1/2% increments.

IMPACT

A critical part of the student fee review process at each institution includes projecting enrollment for the upcoming year. For each institution, on the page following the "Changes to Student Fees" spreadsheet is a page labeled "Potential Student Fee Revenue Changes for FY 2014: Due to Enrollment and Fee Changes." Each institution has projected its enrollment for the upcoming academic year as follows: UI: -5.0%; BSU: 0%; ISU: -3.0%; and LCSC: 0%. Although the assumptions behind enrollment projections are not outlined specifically, each institution will be prepared to explain and defend their projections. If these enrollment projections hold true, the institutions' EWA request for FY 2015 would be impacted since the formula looks at a three year average of actual credit hours vs. the average of two years of actual credit hours and one year of projected credit hours for the current fiscal year. In other words, the FY15 EWA worksheet will calculate the change in the credit hour averages of FY12-14 from FY11-13.

A portion of the additional revenue to support FY 2014 institutional operating budgets is generated by increased tuition and student fees. The institutions were provided two questions that should be addressed in their presentation to the Board:

1. Identify and prioritize specific areas in which revenue from your requested tuition & fee increase will be used.
2. How will tuition and fees address improving access, i.e. scholarship opportunities, grants, work study, etc.?

Starting with FY 2014, all institutions have agreed that any summer per credit hour fee change will be effective the summer of the year following Board approval, consistent with the Fall/Spring/Summer academic year.

STAFF COMMENTS

Full-time resident tuition and fee increases being requested by the institutions for FY 2014 (academic year 2013-2014) are as follows (in the order they will be presented):

	Fee	% Inc.
University of Idaho	$6,580	5.9%
Boise State University	$6,392	8.6%
Idaho State University	$6,344	4.5%
Eastern Idaho Technical College	$2,122	4.9%
Lewis-Clark State College	$5,784	4.0%

In years past during the economic downturn, Board members asked how much of the reduction in General Funds had been or would be made up by tuition and fee increases. The table below attempts to address this specific question. The table shows the changes to the General Fund and tuition between FY 2009 (net of General Fund holdbacks) and FY 2014. (Fee revenue is excluded from the analysis because it is restricted for specific purposes.) Staff attempted to exclude adjustments due to enrollment changes. Therefore, in addition to the reductions to the General Fund during the Great Recession, staff removed funding for Enrollment Workload Adjustment for FY 2010 through FY2014 since that funding is enrollment based. Likewise, the increases to tuition were estimated by multiplying the change in tuition from FY 2010 through FY 2014 by the FY 2009 enrollment figures provided by the institutions (i.e. assumes enrollment is static). While the mix between full-time and part-time students may have changed during that time, this is an estimate of the tuition that would have been generated based on the tuition increases from FY 2010 through FY 2014.

	Change from FY 2009 - 2014			
	GF$	GF%	Tuition$	Tuition%
University of Idaho	-$16.7M	-18.0%	$22.1M	54.0%
Boise State University	-$10.2M	-12.2%	$26.1M	55.3%
Idaho State University	-$11.5M	-15.9%	$21.6M	66.1%
Lewis-Clark State College	-$ 2.6M	-17.5%	$ 4.9M	59.9%
Total 4-year institutions	-$41.1M	-15.6%	$74.7M	57.9%

The table above shows that while the General Fund has gone down $41.1M (or negative 15.6%) since FY 2009, tuition revenue has gone up $74.7M or 57.9% during the same time. This table only attempts to answer the question of how much student fees have offset lost revenue in the form of General Fund reductions. This analysis does not attempt to determine if tuition increases have been sufficient to cover unfunded cost increases such as CEC (or other personnel cost increases such as equity adjustments or promotions), health insurance, inflation and replacement capital.

The original General Fund appropriations for the College & Universities for FY 2010, 2011, 2012, 2013, and 2014 and percent change are below:

General Funds	BSU	ISU	UI	LCSC	Systemwide	Total
FY10 Orig. Approp.	78,352,400	65,809,500	92,748,000	13,467,500	2,900,700	253,278,100
FY11 Orig. Approp.	70,116,400	59,071,300	73,576,700	12,019,800	2,726,600	217,510,800
FY12 Orig. Approp.	67,631,800	57,150,200	71,007,400	11,520,800	2,518,100	209,828,300
FY13 Orig. Approp.	74,104,600	61,799,700	74,736,200	12,791,900	4,518,100	227,950,500
Chg from FY12	*6,472,800*	*4,649,500*	*3,728,800*	*1,271,100*	*2,000,000*	*18,122,200*
% Chg from FY12	*9.6%*	*8.1%*	*5.3%*	*11.0%*	*79.4%*	*8.6%*
FY14 Orig. Approp.	77,310,300	64,540,600	76,713,900	13,460,700	4,518,100	236,543,600
Chg from FY13	*3,205,700*	*2,740,900*	*1,977,700*	*668,800*	*-*	*8,593,100*
% Chg from FY13	*4.3%*	*4.4%*	*2.6%*	*5.2%*	*0.0%*	*3.8%*
Chg from FY10 to FY14	(1,042,100)	(1,268,900)	(16,034,100)	(6,800)	1,617,400	(16,734,500)
% Chg from FY10 to FY14	*-1.3%*	*-1.9%*	*-17.3%*	*-0.1%*	*55.8%*	*-6.6%*

As a result of the state's improved budget climate, the FY 2014 General Fund appropriation for the College & Universities will benefit from a 3.8% increase. Included in this appropriation is ongoing base funding for health insurance increases, Enrollment Workload Adjustment (EWA), and occupancy costs.

Even with next year's appropriation, tuition revenue remains an integral part of the institutions' funding portfolio. The Board and the institutions must balance access and affordability on one side, and quality programming and facilities on the other. The Board also has to balance the fact that not all institutions are created equal, with different roles and missions, enrollment, student body demographics, infrastructure and physical plant needs, accreditation requirements, etc. While some of these differences are not easily quantifiable, a uniform tuition and fee increase across the system could be perceived as a lack of recognition of these institutional differences.

BOARD ACTION

UNIVERSITY OF IDAHO:
I move to increase the FY 2014 annual full-time resident tuition and fees at University of Idaho by ____% ($____) for a total dollar amount of $_______; and to increase the annual full-time tuition for nonresident tuition of ____ % ($____) for a total dollar amount of $_______.

Moved by_____________ Seconded by_____________ Carried Yes_____ No_____

I move to approve all other fees set forth in the FY 2014 University of Idaho tuition and fees worksheet which will be made part of the written minutes.

Moved by_____________ Seconded by_____________ Carried Yes_____ No_____

BOISE STATE UNIVERSITY:
I move to increase the FY 2014 annual full-time resident tuition and fees at Boise State University by ____% ($____) for a total dollar amount of $_______; and to increase the annual full-time tuition for nonresident tuition of ____ % ($____) for a total dollar amount of $_______.

Moved by_____________ Seconded by_____________ Carried Yes_____ No_____

I move to approve all other fees set forth in the FY 2014 Boise State University tuition and fees worksheet which will be made part of the written minutes.

Moved by_____________ Seconded by_____________ Carried Yes_____ No_____

IDAHO STATE UNIVERSITY:
I move to increase the FY 2014 annual full-time resident tuition and fees at Idaho State University by ____% ($____) for a total dollar amount of $_______; and to increase the annual full-time tuition for nonresident tuition of ____ % ($____) for a total dollar amount of $_______.

Moved by_____________ Seconded by_____________ Carried Yes_____ No_____

I move to approve all other fees set forth in the FY 2014 Idaho State University which will be made part of the written minutes.

Moved by_____________ Seconded by_____________ Carried Yes_____ No_____

EASTERN IDAHO TECHNICAL COLLEGE:
I move to increase the FY 2014 annual full-time resident tuition and fees at Eastern Idaho Technical College by ____% ($____) for a total dollar amount of $_______; and to increase the annual full-time tuition for nonresident tuition of ____ % ($____) for a total dollar amount of $_______.

Moved by_____________ Seconded by_____________ Carried Yes_____ No_____

I move to approve all other fees in the FY 2014 Eastern Idaho Technical College tuition and fees worksheet which will be made part of the written minutes.

Moved by_____________ Seconded by_____________ Carried Yes_____ No_____

LEWIS-CLARK STATE COLLEGE:
I move to increase the FY 2014 annual full-time resident tuition and fees at Lewis-Clark State College by ____% ($____) for a total dollar amount of $_______; and to increase the annual full-time tuition for nonresident tuition of ____ % ($____) for a total dollar amount of $_______.

Moved by_____________ Seconded by_____________ Carried Yes_____ No_____

I move to approve all other fees set forth in the FY 2014 in the Lewis-Clark State College tuition and fees worksheet which will be made part of the written minutes.

Moved by_____________ Seconded by_____________ Carried Yes_____ No_____

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Twenty-Two Year History of General Fund

Original Appropriations: FY 1993 to FY 2014

Millions of Dollars

Fiscal Year	Public Schools	College & Universities	All Other Education	Total Education	Health & Welfare	Adult & Juv Corrections	All Other Agencies	Total Gen Fund
2014	$1,308.4	$236.5	$143.0	$1,687.9	$616.8	$218.3	$258.0	$2,781.0
2013	$1,279.8	$228.0	$138.0	$1,645.7	$610.2	$205.5	$240.7	$2,702.1
2012	$1,223.6	$209.8	$128.3	$1,561.7	$564.8	$193.1	$209.3	$2,529.0
2011	$1,214.3	$217.5	$129.9	$1,561.7	$436.3	$180.7	$205.1	$2,383.8
2010*	$1,231.4	$253.3	$141.2	$1,625.8	$462.3	$186.8	$231.7	$2,506.6
2009	$1,418.5	$285.2	$175.1	$1,878.8	$587.3	$215.9	$277.3	$2,959.3
2008	$1,367.4	$264.2	$166.2	$1,797.7	$544.8	$201.2	$276.9	$2,820.7
2007*	$1,291.6	$243.7	$148.4	$1,683.7	$502.4	$178.0	$229.7	$2,593.7
2006	$987.1	$228.9	$141.8	$1,357.9	$457.7	$152.2	$213.2	$2,180.9
2005	$964.7	$223.4	$138.3	$1,326.3	$407.6	$142.8	$205.5	$2,082.1
2004	$943.0	$218.0	$131.3	$1,292.3	$375.8	$140.6	$195.3	$2,004.1
2003	$920.0	$213.6	$130.4	$1,264.0	$359.6	$145.0	$199.3	$1,967.9
2002	$933.0	$236.4	$142.1	$1,311.5	$358.0	$147.3	$227.5	$2,044.3
2001*	$873.5	$215.0	$121.1	$1,209.5	$282.1	$123.2	$189.2	$1,804.0
2000	$821.1	$202.0	$110.4	$1,133.4	$270.7	$108.5	$162.1	$1,674.7
1999	$796.4	$192.9	$103.5	$1,092.8	$252.7	$106.4	$159.0	$1,610.8
1998	$705.0	$178.6	$94.4	$978.0	$236.6	$90.3	$134.0	$1,438.9
1997	$689.5	$178.0	$94.4	$961.9	$238.5	$78.6	$133.7	$1,412.7
1996*	$664.0	$171.0	$88.8	$923.8	$224.3	$73.5	$127.3	$1,348.8
1995	$620.5	$164.5	$87.8	$872.8	$226.9	$50.3	$114.2	$1,264.2
1994	$528.0	$146.0	$75.7	$749.7	$192.5	$44.2	$98.1	$1,084.6
1993	$497.0	$139.0	$73.1	$709.1	$163.9	$37.5	$96.6	$1,007.1

Percentage of Total

Fiscal Year	Public Schools	College & Universities	All Other Education	Total Education	Health & Welfare	Adult & Juv Corrections	All Other Agencies	Total
2014	47.0%	8.5%	5.1%	60.7%	22.2%	7.8%	9.3%	100%
2013	47.4%	8.4%	5.1%	60.9%	22.6%	7.6%	8.9%	100%
2012	48.4%	8.3%	5.1%	61.8%	22.3%	7.6%	8.3%	100%
2011	50.9%	9.1%	5.5%	65.5%	18.3%	7.6%	8.6%	100%
2010*	49.1%	10.1%	5.6%	64.9%	18.4%	7.5%	9.2%	100%
2009	47.9%	9.6%	5.9%	63.5%	19.8%	7.3%	9.4%	100%
2008	48.5%	9.4%	5.9%	63.7%	19.3%	7.1%	9.8%	100%
2007*	49.8%	9.4%	5.7%	64.9%	19.4%	6.9%	8.9%	100%
2006	45.3%	10.5%	6.5%	62.3%	21.0%	7.0%	9.8%	100%
2005	46.3%	10.7%	6.6%	63.7%	19.6%	6.9%	9.9%	100%
2004	47.1%	10.9%	6.6%	64.5%	18.8%	7.0%	9.7%	100%
2003	46.8%	10.9%	6.6%	64.2%	18.3%	7.4%	10.1%	100%
2002	45.6%	11.6%	7.0%	64.2%	17.5%	7.2%	11.1%	100%
2001*	48.4%	11.9%	6.7%	67.0%	15.6%	6.8%	10.5%	100%
2000	49.0%	12.1%	6.6%	67.7%	16.2%	6.5%	9.7%	100%
1999	49.4%	12.0%	6.4%	67.8%	15.7%	6.6%	9.9%	100%
1998	49.0%	12.4%	6.6%	68.0%	16.4%	6.3%	9.3%	100%
1997	48.8%	12.6%	6.7%	68.1%	16.9%	5.6%	9.5%	100%
1996*	49.2%	12.7%	6.6%	68.5%	16.6%	5.4%	9.4%	100%
1995	49.1%	13.0%	6.9%	69.0%	17.9%	4.0%	9.0%	100%
1994	48.7%	13.5%	7.0%	69.1%	17.8%	4.1%	9.0%	100%
1993	49.3%	13.8%	7.3%	70.4%	16.3%	3.7%	9.6%	100%

2010* *Moved Deaf/Blind School from "Other Education" to "Public Schools"; Historical Society and Libraries to "All Other Agencies".*
2007* *Adjusted for H1 of 2006 Special Session which increased Public Schools General Fund by $250,645,700.*
2001* *Moved Department of Environmental Quality and Veterans Services from H&W to "All Other Agencies".*
1996* *Moved Juvenile Corrections from Health and Welfare to "Adult & Juv Corrections".*

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

Fiscal Year	State Support General Funds	Endowment Funds	State Support Subtotal	Tuition & Fees	TOTAL	Percent of Total General Fund	State Supp	Tuition & Fees
1980	59,600,000	3,165,200	62,765,200	4,873,000	67,638,200	88.1%	92.8%	7.2%
1981	63,432,000	4,583,000	68,015,000	5,102,700	73,117,700	86.8%	93.0%	7.0%
1982	64,497,400	5,267,200	69,764,600	10,529,800	80,294,400	80.3%	86.9%	13.1%
1983	65,673,700	6,145,900	71,819,600	13,495,800	85,315,400	77.0%	84.2%	15.8%
1984	70,000,000	5,769,400	75,769,400	13,100,000	88,869,400	78.8%	85.3%	14.7%
1985	80,897,300	5,644,000	86,541,300	16,569,000	103,110,300	78.5%	83.9%	16.1%
1986	88,000,000	5,840,800	93,840,800	16,048,000	109,888,800	80.1%	85.4%	14.6%
1987	90,700,000	5,447,000	96,147,000	16,462,300	112,609,300	80.5%	85.4%	14.6%
1988	101,674,700	5,447,000	107,121,700	16,462,300	123,584,000	82.3%	86.7%	13.3%
1989	106,000,000	5,657,100	111,657,100	17,471,000	129,128,100	82.1%	86.5%	13.5%
1990	115,500,000	6,342,100	121,842,100	18,374,800	140,216,900	82.4%	86.9%	13.1%
1991	133,264,300	6,547,100	139,811,400	20,287,800	160,099,200	83.2%	87.3%	12.7%
1992	141,444,000	6,547,100	147,991,100	23,628,300	171,619,400	82.4%	86.2%	13.8%
1993	137,610,000	6,547,100	144,157,100	27,084,600	171,241,700	80.4%	84.2%	15.8%
1994	146,013,700	7,019,800	153,033,500	31,342,800	184,376,300	79.2%	83.0%	17.0%
1995	164,560,600	7,019,800	171,580,400	40,698,300	212,278,700	77.5%	80.8%	19.2%
1996	170,951,800	8,333,000	179,284,800	44,199,100	223,483,900	76.5%	80.2%	19.8%
1997	173,531,800	8,615,400	182,147,200	43,605,200	225,752,400	76.9%	80.7%	19.3%
1998	178,599,700	9,590,900	188,190,600	47,491,900	235,682,500	75.8%	79.8%	20.2%
1999	192,917,100	11,368,800	204,285,900	52,424,600	256,710,500	75.1%	79.6%	20.4%
2000	201,960,100	12,340,000	214,300,100	55,108,400	269,408,500	75.0%	79.5%	20.5%
2001	214,986,500	13,011,400	227,997,900	59,520,900	287,518,800	74.8%	79.3%	20.7%
2002	236,439,800	15,906,700	252,346,500	63,089,600	315,436,100	75.0%	80.0%	20.0%
2003	213,558,800	13,635,900	227,194,700	67,127,300	294,322,000	72.6%	77.2%	22.8%
2004	218,000,000	11,964,600	229,964,600	97,207,800	327,172,400	66.6%	70.3%	29.7%
2005	223,366,200	10,020,500	233,386,700	107,907,800	341,294,500	65.4%	68.4%	31.6%
2006	228,934,100	9,519,600	238,453,700	118,613,000	357,066,700	64.1%	66.8%	33.2%
2007	243,726,400	7,624,800	251,351,200	121,223,700	372,574,900	65.4%	67.5%	32.5%
2008	264,227,700	7,851,500	272,079,200	126,932,600	399,011,800	66.2%	68.2%	31.8%
2009	285,151,500	8,595,000	293,746,500	129,103,000	422,849,500	67.4%	69.5%	30.5%
2010	253,278,100	9,616,400	262,894,500	131,587,900	394,482,400	64.2%	66.6%	33.4%
2011	217,510,800	9,616,600	227,127,400	146,253,000	373,380,400	58.3%	60.8%	39.2%
2012	209,828,300	9,616,600	219,444,900	177,262,700	396,707,600	52.9%	55.3%	44.7%
2013	227,950,500	9,927,400	237,877,900	208,484,300	446,362,200	51.1%	53.3%	46.7%
2014	236,543,600	10,729,200	247,272,800	218,629,200	465,902,000	50.8%	53.1%	46.9%

College & Universities

State Ranking by Type of Institution - WICHE States

2012 - 2013 Tuition & Fees

Annual Resident Undergraduate

Rank	Universities (BSU, ISU, UI)	Amount	% of Average	Rank	Other Institutions (LCSC)	Amount	% of Average
1	Washington	12,229	160.4%	1	Washington	8,535	139.3%
2	Arizona	9,878	129.5%	2	Oregon	7,764	126.7%
3	Hawaii	9,404	123.3%	3	South Dakota	7,737	126.2%
5	California	8,985	117.8%	4	Colorado	6,993	114.1%
4	Colorado	9,066	118.9%		Average	6,129	100.0%
6	Oregon	8,367	109.7%	5	North Dakota	6,042	98.6%
	Average	7,625	100.0%	6	Hawaii	5,893	96.1%
7	South Dakota	7,554	99.1%	**7**	**Idaho**	**5,562**	**90.7%**
8	North Dakota	7,244	95.0%	8	Montana	5,268	85.9%
9	Nevada	6,594	86.5%	9	Utah	4,805	78.4%
10	Utah	6,554	85.9%	10	New Mexico	4,510	73.6%
11	Montana	6,339	83.1%	11	Nevada	4,313	70.4%
12	**Idaho**	**6,055**	**79.4%**				
13	New Mexico	6,045	79.3%				
14	Alaska	5,788	75.9%				
15	Wyoming	4,278	56.1%				

Annual Nonresident Undergraduate

Rank	Universities (BSU, ISU, UI)	Amount	% of Average	Rank	Other Institutions (LCSC)	Amount	% of Average
1	Colorado	27,910	134.1%	1	Oregon	20,186	134.4%
2	Washington	27,547	132.3%	2	Washington	19,258	128.2%
3	Hawaii	25,652	123.2%	3	Colorado	18,122	120.6%
4	Oregon	24,615	118.2%	4	Hawaii	17,221	114.6%
5	Arizona	24,602	118.2%	5	Montana	16,473	109.7%
6	California	24,540	117.9%	6	**Idaho**	**15,476**	**103.0%**
	Average	20,820	100.0%		Average	15,022	100.0%
7	Montana	20,564	98.8%	7	Nevada	14,588	97.1%
8	Nevada	20,504	98.5%	8	Utah	13,772	91.7%
9	Utah	19,928	95.7%	9	New Mexico	11,415	76.0%
10	New Mexico	19,878	95.5%	10	South Dakota	9,622	64.1%
11	Alaska	18,238	87.6%	11	North Dakota	9,112	60.7%
12	**Idaho**	**18,065**	**86.8%**				
13	North Dakota	17,325	83.2%				
14	Wyoming	13,428	64.5%				
15	South Dakota	9,500	45.6%				

Source: WICHE 2012-2013 Detailed Tuition & Fees Tables, November, 2012.

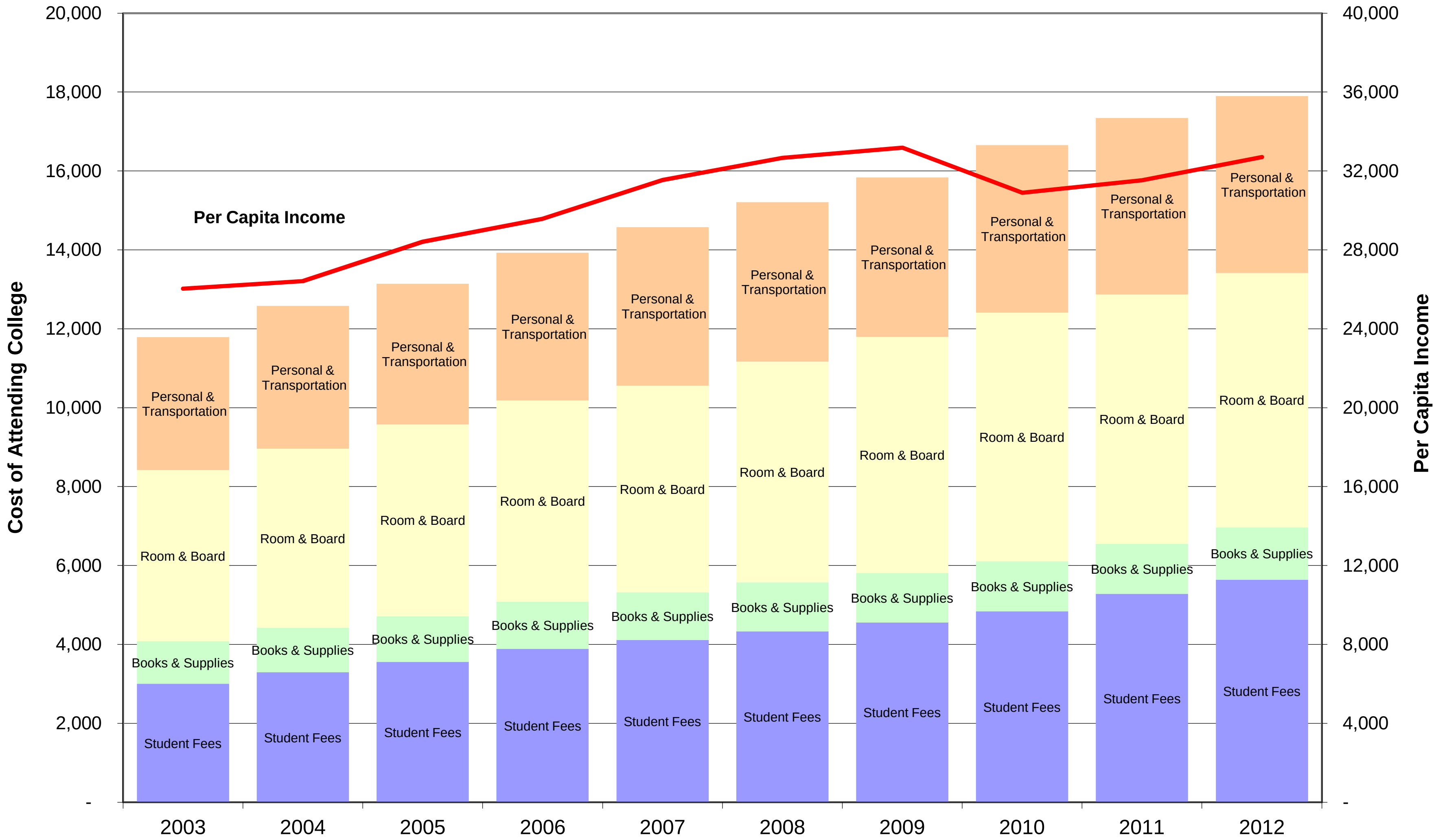
Colleges & Universities

Summary of FY 2014 Annual Student Tuition & Fees - As Requested

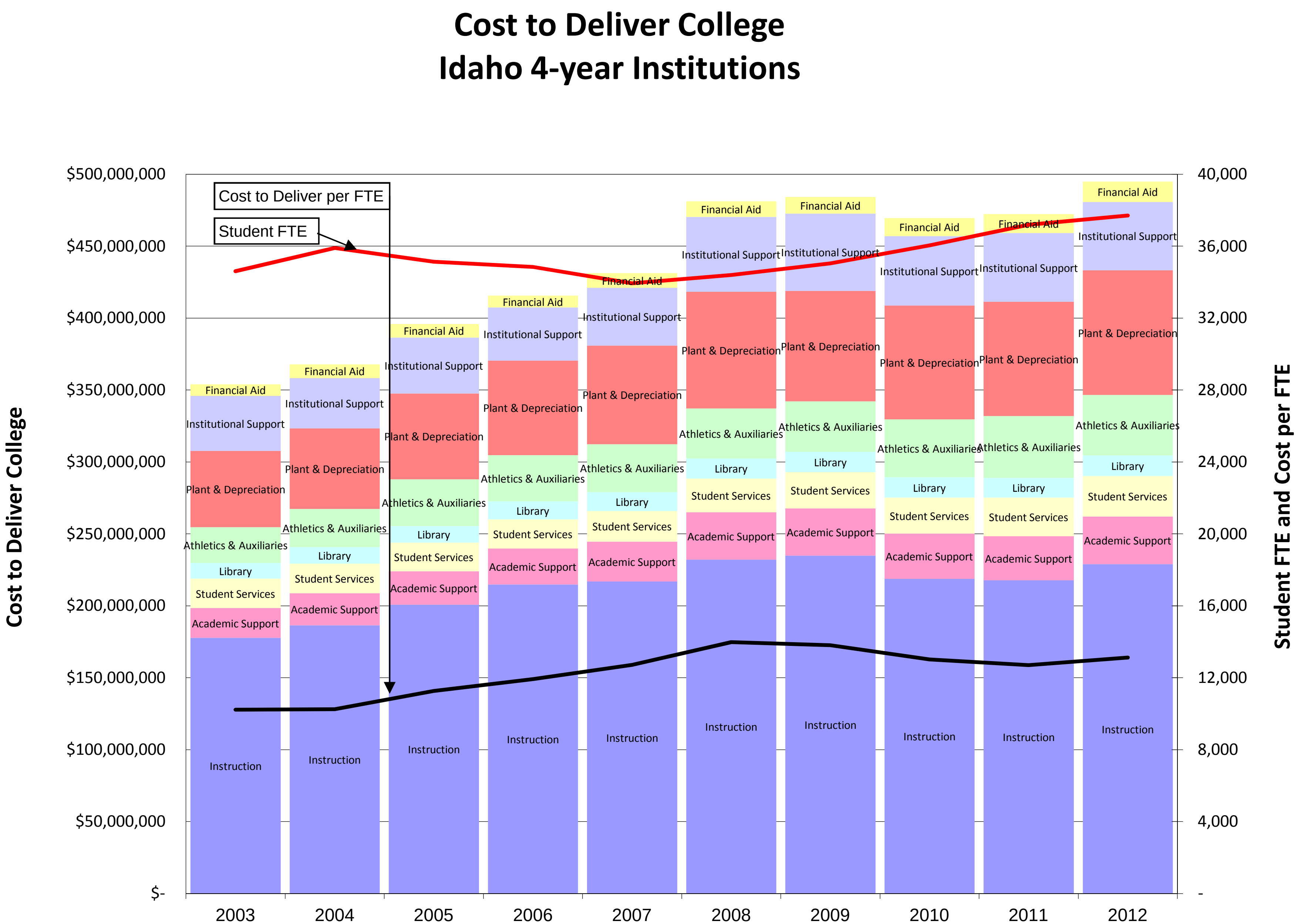
Board Meeting: April 17, 2013

	Institution	FY 2013	Requested Increases Amount	Requested Increases % Incr	Total Requested FY 2014
1	**Full-time Tuition & Fees:**				
2	**Resident Tuition and Fees:**				
3	Undergraduate:				
4	Boise State University	$5,884.00	$508.00	8.6%	$6,392.00
5	Idaho State University	$6,070.00	$274.00	4.5%	$6,344.00
6	University of Idaho	$6,212.00	$368.00	5.9%	$6,580.00
7	Lewis Clark State College	$5,562.00	$222.00	4.0%	$5,784.00
8	Eastern Idaho Tech College	$2,022.00	$100.00	4.9%	$2,122.00
9	Average 4 year institutions	$5,932.00			$6,275.00
10	Graduate:				
11	Boise State University	$1,089.00	$51.00	4.7%	$1,140.00
12	Idaho State University	$1,080.00	$48.00	4.4%	$1,128.00
13	University of Idaho	$950.00	$112.00	11.8%	$1,062.00
14	Average Graduate	$1,039.67			$1,110.00
15	**Nonresident Tuition and Fees:**				
16	Undergraduate	(In addition to the tuition and fees paid by resident students)			
17	Boise State University	$11,440.00	$1,160.00	10.1%	$12,600.00
18	Idaho State University	$11,800.00	$532.00	4.5%	$12,332.00
19	University of Idaho	$12,788.00	$232.00	1.8%	$13,020.00
20	Lewis Clark State College	$9,914.00	$398.00	4.0%	$10,312.00
21	Eastern Idaho Tech College	$5,386.00	$264.00	4.9%	$5,650.00
22	Average 4 year institutions	$11,485.50			$12,066.00
23					
24	**Part-time Credit Hour Tuition & Fees:**				
25	**Resident Fees: (per credit hour)**				
26	Undergraduate:				
27	Boise State University	$252.00	$8.00	3.2%	$260.00
28	Idaho State University	$304.00	$13.00	4.3%	$317.00
29	University of Idaho	$311.00	$18.00	5.8%	$329.00
30	Lewis Clark State College	$285.00	$11.00	3.9%	$296.00
31	Eastern Idaho Tech College	$92.00	$4.50	4.9%	$96.50
32	In-Service Teacher Fee	$96.00	$5.00	5.2%	$101.00
33					
34	Graduate:	(In addition to resident undergraduate fees)			
35	Boise State University	$60.50	$3.50	5.8%	$64.00
36	Idaho State University	$54.00	$3.00	5.6%	$57.00
37	University of Idaho	$48.00	$11.00	22.9%	$59.00
38	In-Service Teacher Fee	$115.00	$6.00	5.2%	$121.00
39					
40	**Nonresident Tuition and Fees:**				
41	Pt Tm Nonresident Cr Hr Tuition	(In addition to resident fees)			
42	Boise State University	$101.20	$10.80	10.7%	$112.00
43	Idaho State University	$190.00	$10.00	5.3%	$200.00
44	University of Idaho	$639.00	$12.00	1.9%	$651.00
45	Lewis-Clark State College	$0.00	$0.00	No Fee	$0.00
46	Eastern Idaho Tech College	$92.00	$4.50	4.9%	$96.50

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



The Cost of Attendance includes the full tuition and does not reflect a student possibly receiving financial aid, scholarships, or discounts.


Cost to Deliver College
Idaho 4-year Institutions
Cost to Deliver per FTE
Student FTE
Cost to Deliver College
Student FTE and Cost per FTE
$500,000,000
$450,000,000
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2003
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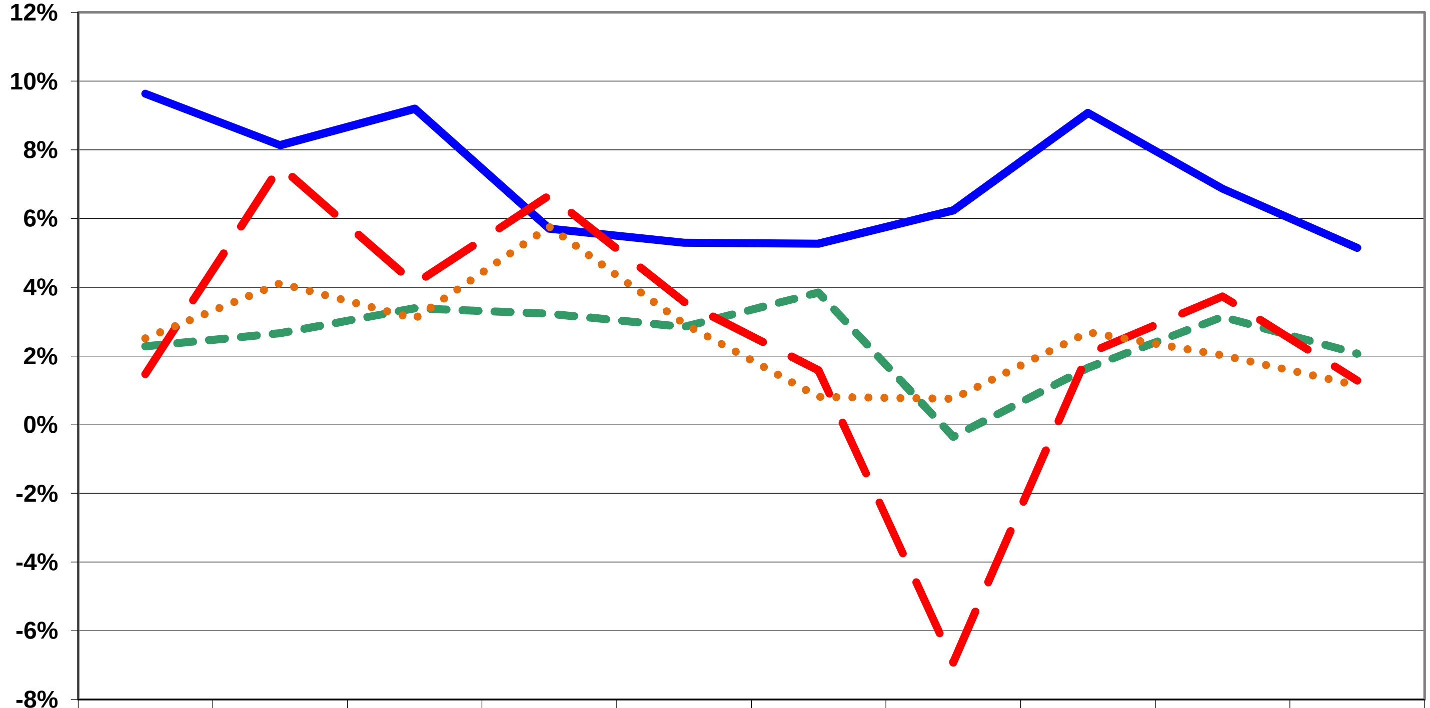
2011
2012
Financial Aid
Institutional Support
Plant & Depreciation
Athletics & Auxiliaries
Library
Student Services
Academic Support
Instruction

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



	FY04	FY05	FY06	FY07	FY08	FY09	FY10	FY11	FY12	FY13
Resident Fees	9.63%	8.13%	9.20%	5.70%	5.30%	5.27%	6.23%	9.07%	6.87%	5.15%
Consumer Price Index	2.28%	2.66%	3.39%	3.23%	2.85%	3.84%	-0.36%	1.66%	3.14%	2.07%
Idaho Per Capita Income	1.47%	7.52%	4.10%	6.67%	3.57%	1.58%	-6.92%	2.06%	3.74%	1.28%
Idaho Average Annual Wage	2.51%	4.12%	3.09%	5.76%	2.94%	0.81%	0.76%	2.69%	2.02%	1.15%

Source: Idaho Commerce and Labor; Bureau of Economic Analysis, U.S. Department of Commerce; Divison of Finanical Management Economic Forecast, January 2013

Idaho College and Universities
FY 2014 Fee Increases Based on Unfunded Requested Maintenance

		(a)	(b)		(c)	(d)	(e)	(f)	(g)	(h)	(i)
		FY 2013			Funds Requested for Maintenance				FY 2014		
		Fee	Enrollment	Revenue			Increase	Enrollment	Revenue	% Inc.	Fee Requested
BSU	F/T	$ 3,990.60	13,326	$ 53,178,736	Inflation (all funds)	$ 627,900	$ 180.88	13,326	$ 2,410,471	4.5%	
	P/T	$ 160.47	60,890	$ 9,771,018	Replacement Capital (all funds)	2,169,400	$ 7.27	60,890	$ 442,898	4.5%	
	Summer	$ 164.97	30,795	$ 5,080,251	1% CEC (all funds)	1,094,200	$ 7.48	30,795	$ 230,276	4.5%	
	Graduate F/T	$ 1,089.00	555	$ 604,395	Total Maintenance	$ 3,891,500	$ 49.36	555	$ 27,396	4.5%	
	Graduate P/T	$ 60.50	6,670	$ 403,535			$ 2.74	6,670	$ 18,291	4.5%	
	Nonresident	$11,440.00	1,453	$ 16,622,320			$ 518.55	1,453	$ 753,452	4.5%	
	Nonresident P/T	$ 101.20	1,900	$ 192,280	Projected Gen. Ed. Fee Rev.	$ 7,898,100	$ 4.59	1,900	$ 8,716	4.5%	
	Total			$ 85,852,535	Surplus Gen Ed Rev. > MCO	$ 4,006,600			$ 3,891,500		8.6%
ISU	F/T	$ 4,417.02	8,600	$ 37,986,372	Inflation (all funds)	$ 164,000	$ 75.90	8,600	$ 652,760	1.7%	
	P/T	$ 256.19	48,000	$ 12,297,120	Replacement Capital (all funds)	-	$ 4.40	48,000	$ 211,314	1.7%	
	Graduate F/T	$ 1,080.00	816	$ 881,280	1% CEC (all funds)	827,900	$ 18.56	816	$ 15,144	1.7%	
	Graduate P/T	$ 54.00	6,543	$ 353,322	Total Maintenance	$ 991,900	$ 0.93	6,543	$ 6,072	1.7%	
	Nonresident	$11,800.00	500	$ 5,900,000			$ 202.77	500	$ 101,386	1.7%	
	Nonresident P/T	$ 190.00	1,600	$ 304,000	Projected Gen. Ed. Fee Rev.	$ 3,205,600	$ 3.26	1,600	$ 5,224	1.7%	
	Total			$ 57,722,094	Surplus Gen Ed Rev. > MCO	$ 2,377,700			$ 991,900		4.5%
UI	F/T	$ 4,230.18	8,939	$ 37,813,579	Inflation (all funds)	$ 1,205,100	$ 225.50	8,939	$ 2,015,759	5.3%	
	P/T	$ 311.00	30,707	$ 9,549,877	Replacement Capital (all funds)	2,365,400	$ 16.58	30,707	$ 509,083	5.3%	
	P/T Professional	$ 48.00	23,198	$ 1,113,504	1% CEC (all funds)	971,900	$ 2.56	23,198	$ 59,358	5.3%	
	Summer	$ 311.00	18,240	$ 5,672,640	Total Maintenance	$ 4,542,400	$ 16.58	18,240	$ 302,396	5.3%	
	Graduate F/T	$ 950.00	836	$ 793,725			$ 50.64	836	$ 42,312	5.3%	
	Nonresident	$12,788.00	2,068	$ 26,445,584			$ 681.70	2,068	$ 1,409,756	5.3%	
	Nonresident P/T	$ 639.00	5,981	$ 3,821,859	Projected Gen. Ed. Fee Rev.	$ 5,624,800	$ 34.06	5,981	$ 203,735	5.3%	
	Total			$ 85,210,768	Surplus Gen Ed Rev. > MCO	$ 1,082,400			$ 4,542,400		5.9%
LCSC	F/T	$ 4,338.00	2,247	$ 9,747,486	Inflation (all funds)	246,800	$ 690.49	2,247	$ 1,551,535	15.9%	
	P/T	$ 240.00	4,905	$ 1,177,200	Replacement Capital (all funds)	1,500,000	$ 38.20	4,905	$ 187,378	15.9%	
	Summer	$ 190.65	2,100	$ 400,365	1% CEC (all funds)	183,300	$ 30.35	2,100	$ 63,727	15.9%	
	Nonresident	$ 9,914.00	60	$ 594,840	Total Maintenance	$ 1,930,100	$1,578.04	60	$ 94,682	15.9%	
	Nonresident Asotin	$ 3,168.00	65	$ 205,920	Projected Gen. Ed. Fee Rev.	$ 593,300	$ 504.26	65	$ 32,777	15.9%	
	Total			$ 12,125,811	Deficit Gen Ed Rev. < MCO	$ (1,336,800)			$ 1,930,100		4.0%

The purpose of this report is to show the tuition increase for each institution that would be needed to generate revenue equal to the unfunded Maintenance of Current Operations (MCO) budget request components (column (d)). This analysis assumes enrollment remains flat from FY 2013 to FY 2014. It also shows the actual tuition revenue generated by the approved tuition increase and how much that increase is either in surplus or deficit of the amount needed for unfunded requested maintenance.

UNIVERSITY OF IDAHO

FY 2014 STUDENT FEE INFORMATION

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University of Idaho
Student Fee Hearing Summary

The Fee Process

The University of Idaho collaborative fee process started in the fall with preliminary discussions between executive and student leadership about the financial prospects for the coming year and how student activity fees fit into that overall financial picture. The process resumed in January with active participation throughout the remainder of the process by the Associated Student Fee Committee (ASFC). This representative committee included student leaders from the Associated Student of the University of Idaho, the Graduate and Professional Students Association (GSPA) and the Student Bar Association representing the law school. A public meeting of the ASFC was held on January 29, 2013, wherein each unit presented their fee request. Auxiliary units and others requesting dedicated fee support presented requests for program maintenance and expansion and new programs and activities. The meeting was attended by students and university community members.

The ASFC committee met several times in February to discuss the fee requests from each unit as well as to review existing activity fees. A comprehensive fee proposal was developed by student leaders and presented to executive leadership on February 19th. This fee proposal included the reduction of one existing activity fee the committee felt was not being fully utilized which resulted in a modest $7.88 increase in the dedicated activity fee. The formal University Notice of Intent to Adopt Student Fee and Rate Increases was issued on March 5th as required by Board Policy. The period of public comment will begin on March 21st with a public presentation on proposed student fees. The public comment period is open until April 16th. During this period, students and interested citizens may provide comment, in writing, regarding the proposed fee increases. These comments will be forwarded to the Regents along with notes of the March 21st Open Forum.

Fee Request Overview

The University of Idaho respectfully requests an increase in full-time student tuition and fees of $368 from $6,212 per year in FY13 to $6,580 per year in FY14 combined with an increase to full-time non-resident tuition from $12,788 to $13,020 per year. This will bring the total full-time non-resident tuition and fee package to $19,600 per year. It is the University's intent to hold the total full-time non-resident tuition and fee package at $19,600 for FY14. Therefore if the full-time tuition and fees are approved at an amount less than the above $6,580 the University requests approval to increase the non-resident fee to keep the total package amount at $19,600. Undergraduate part-time student fees for academic year participation are increasing from $311 in FY13 to $329 per credit in FY14 and summer rates for the summer of 2014 from $311 to $329 per credit. This general student fee increase is a critical part of a bundle of fee increases aimed at meeting our essential missions of education, research and outreach as well as implementing the institution's strategic plan. In addition the University plans to increase graduate tuition by 11.8% (from $950 to $1,062).

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

The University of Idaho general fee increase request is structured to provide a reasonable likelihood of covering obligated cost increases that exceed the level of new state support and enabling the institution and its students to continue some movement forward in achieving strategic goals. In making this overall fee increase, the University has been mindful of the comparative costs of attending peer institutions; the overall rate of fee increases at those comparable institutions and the impact any such fee increase might have on access to institutional programs. University and student leadership have also given thought to the negative financial consequences of a smaller fee increase, which would result in being stalled at current operational levels and eliminating the ability to move the institution forward to provide improved instruction and student retention.

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

Undergraduate Tuition

The University of Idaho is requesting an increase to the undergraduate tuition of $360.12 per full-time student per year.

Facilities Fee

The University of Idaho is not requesting an increase in the facility fee for FY14. This is part of our overall strategy of focusing our resources on tuition revenue that now provides the flexibility necessary to meet any and all of the operating issues in the General Education budget, including critical needs in the area of facility maintenance. The current Facility fee is $790.50 per fulltime student per year and is devoted to debt service on incurred debt.

Technology Fee

The University of Idaho is not requesting an increase in the technology fee for FY14. Once again, this is consistent with our strategy of focusing our resources on tuition that now provides us the flexibility necessary to meet any and all of the operating issues in the General Education budget, including any critical needs in the area of technology support. The current Technology fee is $125.40 per fulltime student per year and the revenue from this fee goes towards covering three major technology service areas:

- Internet Bandwidth,
- Wireless Networking and
- Internet Security.

Activities Fees

The University of Idaho is requesting an increase of $7.88 per fulltime student per year in activities fees for FY14. The Associated Student Fee Committee continued their work on evaluating existing fees which led to a $2.00 per year reduction to the ASUI Readership Program activity fee which was reallocated to the Counseling and Testing Center. Other increases include an additional $6.00 to the Counseling and Testing Center for a total of $8.00 and an increase of $1.88 to Intercollegiate Athletics.

UNIVERSITY OF IDAHO

Changes to Student Fees for FY 2014

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

	Student Fees:	Bd Appv	FY13 Fees	FY14 Initial Notice	Requested FY14 Fees	Requested Change	Requested % Chg.
1	**Full-time Fees:**						
2	Tuition	**	$4,230.18	$4,594.30	$4,590.30	$360.12	8.5%
3	Technology Fee	**	125.40	125.40	125.40	0.00	0.0%
4	Facilities Fees	**	790.50	790.50	790.50	0.00	0.0%
5	Student Activity Fees	**	1,065.92	1,073.80	1,073.80	7.88	0.7%
6	**Total Full-time Fees (See Note A)**		6,212.00	6,584.00	6,580.00	368.00	5.9%
7							
8	**Part-time Credit Hour Fees:**						
9	Undergraduate Tuition and Fees	**	$311.00	$329.00	$329.00	$18.00	5.8%
10	**Total Part-time Cr Hr Fees: ***		$311.00	$329.00	$329.00	$18.00	5.8%
11							
12	**Other Student Fees:**						
13	Academic Year Graduate Fees:						
14	Full-Time Tuition/Fees	**	$6,212.00	$6,584.00	$6,580.00	$368.00	5.9%
15	Full-Time Grad/Prof	**	$950.00	$1,062.00	$1,062.00	$112.00	11.8%
16	Part-Time Grad Tuition/Fees	**	$311.00	$365.78	$365.50	$54.50	17.5%
17	Part-Time Grad/Prof	**	$48.00	$59.00	$59.00	$11.00	22.9%
18	Academic Year Outreach Programs:						
19	Full-Time Undergrad	**	$6,212.00	$6,584.00	$6,580.00	$368.00	5.9%
20	Part-Time Undergrad	**	$311.00	$329.00	$329.00	$18.00	5.8%
21	Full-Time Graduate	**	$6,212.00	$6,584.00	$6,580.00	$368.00	5.9%
22	Part-Time Graduate	**	$311.00	$365.78	$365.50	$54.50	17.5%
23	Summer Session (2015)						
24	Undergraduate	**	$311.00	$329.00	$329.00	$18.00	5.8%
25	Undergraduate Outreach	**	$311.00	$329.00	$329.00	$18.00	5.8%
26	Graduate	**	$311.00	$365.78	$365.50	$54.50	17.5%
27	Graduate Outreach	**	$311.00	$329.00	$329.00	$18.00	5.8%
28	Graduate/Prof Fee	**	$48.00	$59.00	$59.00	$11.00	22.9%
29	Nonresident Tuition (See Notes A & B)						
30	Nonres Tuition FT Undergrad	**	$12,788.00	$13,140.00	$13,020.00	$232.00	1.8%
31	Nonres Tuition PT Undergrad	**	$639.00	$651.00	$651.00	$12.00	1.9%
32	Nonres Tuition FT Grad	**	$12,788.00	$13,140.00	$13,020.00	$232.00	1.8%
33	Nonres Tuition PT Grad	**	$639.00	$730.00	$723.00	$84.00	13.1%
34	Professional Fees:						
35	Law College FT	**	$7,874.00	$8,188.00	$8,188.00	$314.00	4.0%
36	Law College PT	**	$394.00	$455.00	$455.00	$61.00	15.5%
37	Law College PT Summer	**	$394.00	$455.00	$455.00	$61.00	15.5%
38	Art & Architecture FT (See Note E)	**	$986.00	$1,026.00	$1,026.00	$40.00	4.1%
39	Art & Architecture PT Undergrad	**	$49.00	$51.00	$51.00	$2.00	4.1%
40	Art & Architecture PT Summer UG	**	$49.00	$51.00	$51.00	$2.00	4.1%
41	Art & Architecture PT Grad	**	$49.00	$57.00	$57.00	$8.00	16.3%
42	Art & Architecture PT Summer GR	**	$49.00	$57.00	$57.00	$8.00	16.3%
43	Bioregional Planning FT	**	$1,050.00	$1,092.00	$1,050.00	$0.00	0.0%
44	Bioregional Planning PT	**	$53.00	$61.00	$53.00	$0.00	0.0%
45	Bioregional Planning PT Summer	**	$53.00	$61.00	$53.00	$0.00	0.0%
46	Other Fees:						
47	Overload Fee (>18 credits)	**	$252.50	$270.50	$270.50	$18.00	7.1%
48	Western Undergrad Exchge	**	$3,106.00	$3,292.00	$3,290.00	$184.00	5.9%
49	In-service Fees/Cr Hr - UG	**	$96.00	$101.00	$101.00	$5.00	5.2%
50	In-service Fees/Cr Hr - UG Summer	**	$96.00	$101.00	$101.00	$5.00	5.2%
51	In-service Fees/Cr Hr - Grad	**	$115.00	$121.00	$121.00	$6.00	5.2%
52	In-service Fees/Cr Hr - Grad Summer	**	$115.00	$121.00	$121.00	$6.00	5.2%
53							
54							
55	Self-Support Program Fees:						
56	Executive MBA (2 years)		$37,000.00	$37,000.00	$37,000.00	$0.00	0.0%
57	Professional Practices Doctorate (3 yrs)		$30,000.00	$30,000.00	$30,000.00	$0.00	0.0%
58	Masters of Science Athletic Trainng (1 yr)		$18,000.00	$18,540.00	$18,540.00	$540.00	3.0%
59	Doctorate Athletic Training (1 yr)		$16,000.00	$16,480.00	$16,480.00	$480.00	3.0%
60							
61	Changes to Student Activity Fees						
62	Full-time						
63	UI Student Groups (ASUI / GPSA / SBA)		196.00	194.00	194.00	(2.00)	-1.0%
64	New Student Orientation (See Note C)		8.00	8.00	8.00	0.00	0.0%
65	Intercollegiate Athletics		254.04	255.92	255.92	1.88	0.7%
66	Campus Recreation		133.10	133.10	133.10	0.00	0.0%
67	Commons/Union Operations		184.50	184.50	184.50	0.00	0.0%
68	Kibbie Center Operations		55.76	55.76	55.76	0.00	0.0%
69	Spirit Squad		6.00	6.00	6.00	0.00	0.0%
70	Student Services		70.30	78.30	78.30	8.00	11.4%
71	Other (See Note D)		158.22	158.22	158.22	0.00	0.0%
72			1,065.92	1,073.80	1,073.80	7.88	0.7%

73 Note A: The university is requesting a total package for non-resident undergraduate students of $19,600 per academic year. Therefore if
74 the tuition and fee package is approved at lower than $6,580 the non-resident fee will be increased to maintain the $19,600 total package.

75 Note B: The University is exploring the ability to charge increased tuition to Non-Residents for Summer Session but not to exceed full Non-
76 Resident Tuition.

77 Note C: This NSO fee is part of the UI mandatory activity fee package and is separate from the attendence fee paid only by students who
78 choose to attend NSO.

79 Note D: Includes Alumni Association, Campus Card, Fine Arts, Mem Gym, Swim Center, Marching Band, Native American Center,
80 Performing Arts, Sales Tax, Student Health Services, and Sustainability Center.

81 Note E: This spreadsheet reflects the initial notice increase of 4%, however A&A is requesting that their FT increase be linked to the FT
82 UG increase so if an increase of less than 4% is approved for FT UG the A&A fee will be reduced accordingly.

		FY13 Fees	FY14 Initial Notice	Requested FY14 Fees	Requested Change
83	Student Health Insurance Premium	$1,498.00		$1,758.00	Estimate

UNIVERSITY OF IDAHO

Potential Student Fee Revenue Changes for FY 14

Due to Enrollment and Fee Changes

	Projected HC/SCH Enrollmt		Potential Revenue Generated Due to Enrollment and Fee Changes			
			Enrollment Changes		Fee Changes	
Student Fees:	FY13	FY14	Gen Educ	Local	Gen Educ	Local
Full-time Fees:		-5.0%				
Tuition	7,950	7,555	($1,670,200)		$2,720,800	
Technology Fee	7,950	7,555		(49,500)		0
Facilities Fees	7,950	7,555		(312,100)		0
Student Activity Fees	7,950	7,555		(420,800)		59,500
Total Full-time Fees			($1,670,200)	($782,400)	$2,720,800	$59,500
Part-time Credit Hour Fees:		-7.8%				
Undergraduate Tuition and Fees	10,054	9,265	($199,100)	(46,100)	$166,800	$0
Total Part-time Cr Hr Fees:			($199,100)	($46,100)	$166,800	$0
Other Student Fees:						
Academic Year Graduate Fees:						
Full-Time Tuition/Fees	883	940	$238,600	$111,800	$338,400	$7,400
Full-Time Grad/Prof	836	1,047	$200,500		$117,200	
Part-Time Grad Tuition/Fees	3,351	1,284	($522,100)	($121,000)	$70,000	
Part-Time Grad/Prof	17,924	9,752	(392,300)		107,300	
Academic Year Outreach Programs:						
Full-Time Undergrad	73	51	(109,600)	(25,400)	45,600	(26,700)
Part-Time Undergrad	8,997	8,608	(98,300)	(22,800)	378,700	(223,800)
Full-Time Graduate	33	107	373,700	86,600	94,800	(55,500)
Part-Time Graduate	8,305	6,436	(471,900)	(109,300)	518,100	(167,300)
Summer Session:						
Undergraduate	6,923	6,811	(28,500)	(6,600)	122,600	
Undergraduate Outreach	4,685	4,189	(137,900)	(16,100)	75,400	
Graduate	2,308	2,270	(9,500)	(2,200)	123,700	
Graduate Outreach	4,324	3,867	(127,300)	(14,900)	69,600	
Graduate/Prof Fee	5,274	6,137	41,400		67,500	
Nonresident Tuition						
Nonres Tuition FT Undergrad	1778	1744	(429,500)		404,700	
Nonres Tuition PT Undergrad	3,170	3,186	10,500		38,200	
Nonres Tuition FT Grad	289	365	970,000		84,700	
Nonres Tuition PT Grad	2,811	961	(1,182,500)		80,700	
Professional Fees:						
Law College FT	344	328	(121,700)		103,000	
Law College PT	85	50	(13,800)		3,100	
Law College PT Summer	702	692	(3,900)		42,200	
Art & Architecture FT	634	591	(42,000)		23,600	
Art & Architecture PT Undergrad	777	813	1,800		1,600	
Art & Architecture PT Summer UG	592	791	9,800		1,600	
Art & Architecture PT Grad	137	143	300		1,100	
Art & Architecture PT Summer GR	167	223	2,700		1,800	
Bioregional Planning FT	13	11	(2,100)		0	
Bioregional Planning PT	64	47	(900)		0	
Bioregional Planning PT Summer	27	14	(700)		0	
Other Fees:						
Overload Fee (>18 credits)	112	82	(7,600)		1,500	
Western Undergrad Exchge	962	636	(1,012,600)		117,000	
In-service Fees/Cr Hr - UG	45	87	4,100		0	
In-service Fees/Cr Hr - UG Summ	76	116	3,900		0	
In-service Fees/Cr Hr - Grad	1,179	779	(46,000)		0	
In-service Fees/Cr Hr - Grad Sum	755	927	19,700		0	
Total Other Student Fees			($2,883,700)	($119,900)	$3,033,700	($465,900)
Total Additional Student Fee Revenue			($4,753,000)	($948,400)	$5,921,300	($406,400)

Changes to Student Activity Fees						
Full-time						
UI Student Groups (ASUI / GPSA	7,950	7,555		(77,400)		(15,100)
New Student Orientation	7,950	7,555		(3,200)		0
Intercollegiate Athletics	7,950	7,555		(100,300)		14,200
Campus Recreation	7,950	7,555		(52,600)		0
Commons/Union Operations	7,950	7,555		(72,800)		0
Kibbie Center Operations	7,950	7,555		(22,000)		0
Spirit Squad	7,950	7,555		(2,400)		0
Student Services	7,950	7,555		(27,800)		60,400
Other **	7,950	7,555		(62,500)		0
				(421,000)		59,500

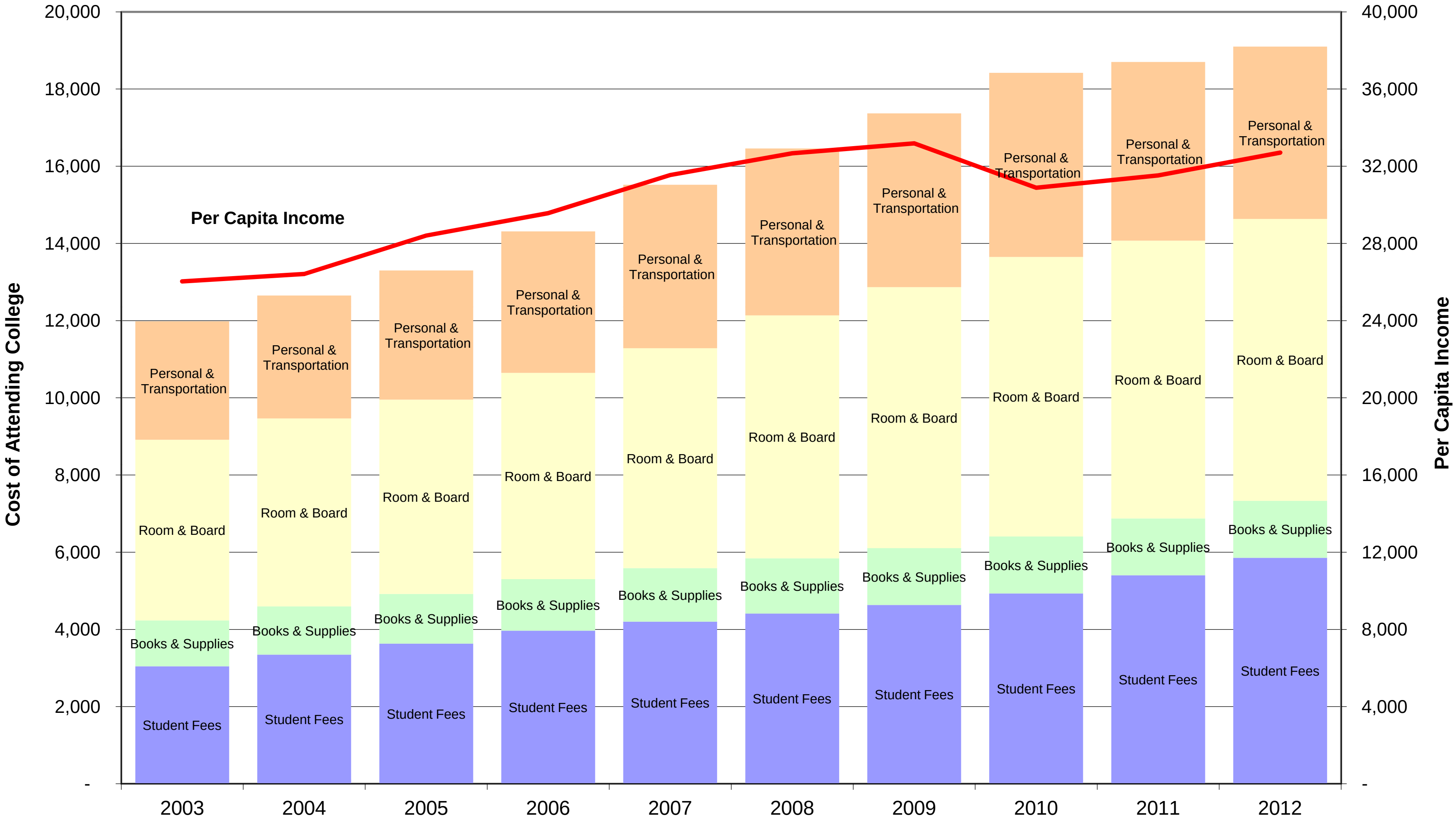
UNIVERSITY OF IDAHO

4-year History of Board Approved Fees plus FY14 Requested Fees

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

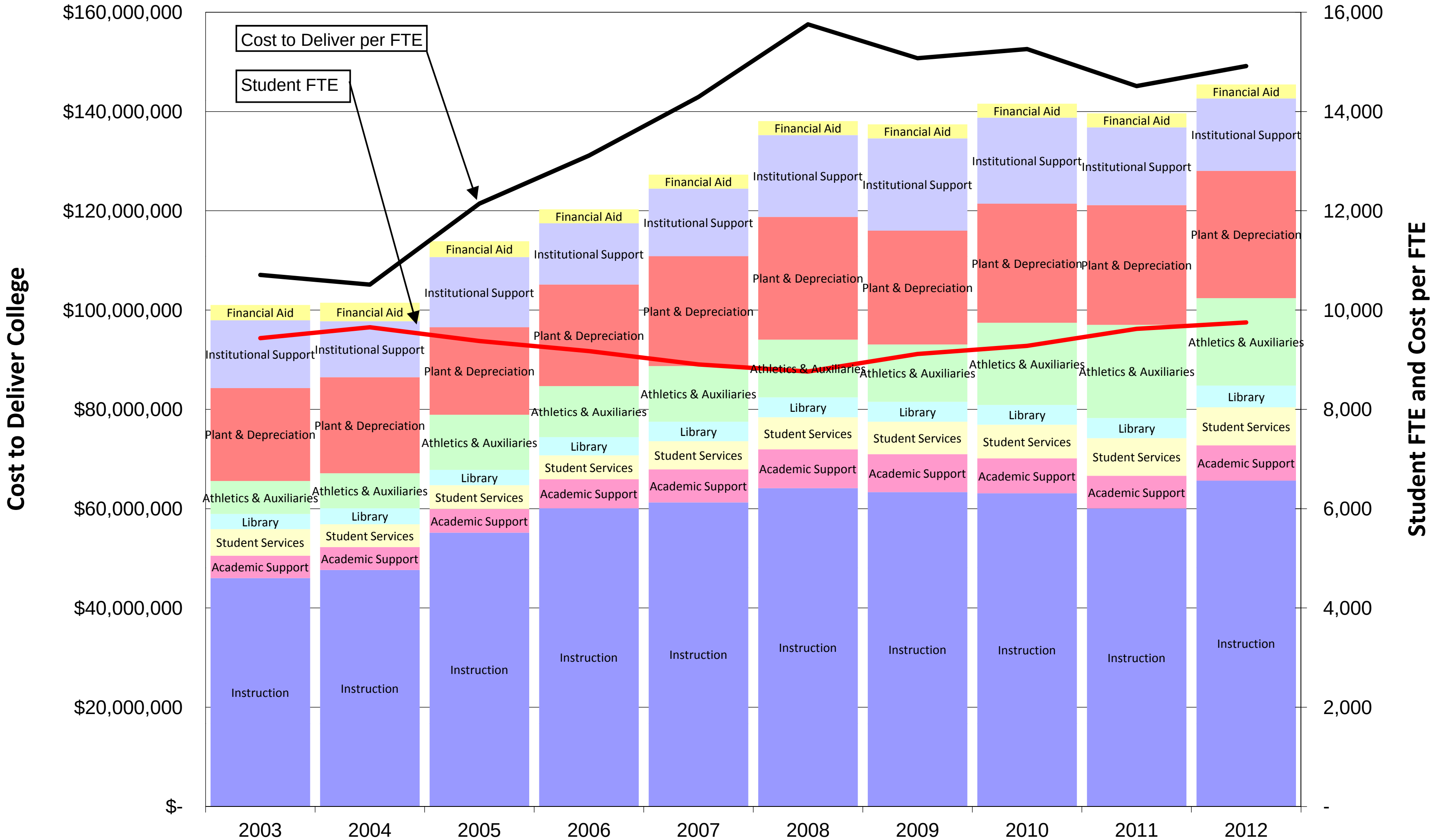
	Student Fees:	FY 2010	FY 2011	FY 2012	FY 2013	Request FY 2014	4-Year Increase	% Increase
1	**Full-time Fees**							
2	Tuition (Unrestricted)	$3,054.48	$3,425.44	$3,874.18	$4,230.18	$4,590.30	$1,535.82	50.28%
3	Technology Fee	125.40	125.40	125.40	125.40	125.40	0.00	0.00%
4	Facilities Fees	710.50	790.50	790.50	790.50	790.50	80.00	11.26%
5	Student Activity Fees	1,041.62	1,060.66	1,065.92	1,065.92	1,073.80	32.18	3.09%
6	**Total Full-time Fees**	4,932.00	5,402.00	5,856.00	6,212.00	6,580.00	1,648.00	33.41%
7	Percentage Increase	6.5%	9.5%	8.4%	6.1%	5.9%		
8								
9	**Part-time Credit Hour Fees**							
10	Education Fee	$251.00	$270.00	$293.00	$311.00	$329.00	$78.00	31.08%
11	Technology Fee	0.00	0.00	0.00	0.00	0.00	0.00	0.00%
12	Facilities Fees	0.00	0.00	0.00	0.00	0.00	0.00	0.00%
13	Student Activity Fees	0.00	0.00	0.00	0.00	0.00	0.00	0.00%
14	**Total Part-time Cr Hr Fees**	$251.00	$270.00	$293.00	$311.00	$329.00	$78.00	31.08%
15								
16	**Other Student Fees**							
17	Graduate Fees:							
18	Full-time Grad/Prof	$624.00	$718.00	$826.00	$950.00	$1,062.00	$438.00	70.19%
19	Part-time Graduate/Hour	$31.00	$36.00	$41.00	$48.00	$59.00	$28.00	90.32%
20	Summer Session	$241.00	$271.00	$293.00	$311.00	$329.00	$88.00	36.51%
21	Outreach Programs	$251.00	$270.00	$293.00	$311.00	$329.00	$78.00	31.08%
22	Nonresident Tuition							
23	Nonres Tuition - Full-Time	$10,080.00	$11,592.00	$12,520.00	$12,788.00	$13,020.00	$2,940.00	29.17%
24	Part-time Nonres Tuition	$504.00	$580.00	$626.00	$639.00	$651.00	$147.00	29.17%
25	Professional Fees:							
26	Law College FT	$6,220.00	$6,820.00	$7,358.00	$7,874.00	$8,188.00	$1,968.00	31.64%
27	Law College PT	$311.00	$341.00	$368.00	$394.00	$455.00	$144.00	46.30%
28	Architecture Programs FT	$894.00	$938.00	$986.00	$986.00	$1,026.00	$132.00	14.77%
29	Architecture Programs PT	$45.00	$47.00	$49.00	$49.00	$51.00	$6.00	13.33%
30	Bioregional Planning FT	$1,000.00	$1,000.00	$1,050.00	$1,050.00	$1,050.00	$50.00	New
31	Bioregional Planning PT	$50.00	$50.00	$53.00	$53.00	$53.00	$3.00	New
32	Other Fees:							
33	Overload Fee	$251.00	$211.50	$234.50	$252.50	$270.50	$19.50	N/A
34	Western Undergrad Exchge	$2,466.00	$2,701.00	$2,928.00	$3,106.00	$3,290.00	$824.00	33.41%
35	In-service Fees/Cr Hr - Undergrad	$83.00	$86.00	$92.00	$96.00	$101.00	$18.00	21.69%
36	In-service Fees/Cr Hr - Grad	$98.00	$101.00	$108.00	$115.00	$121.00	$23.00	23.47%

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

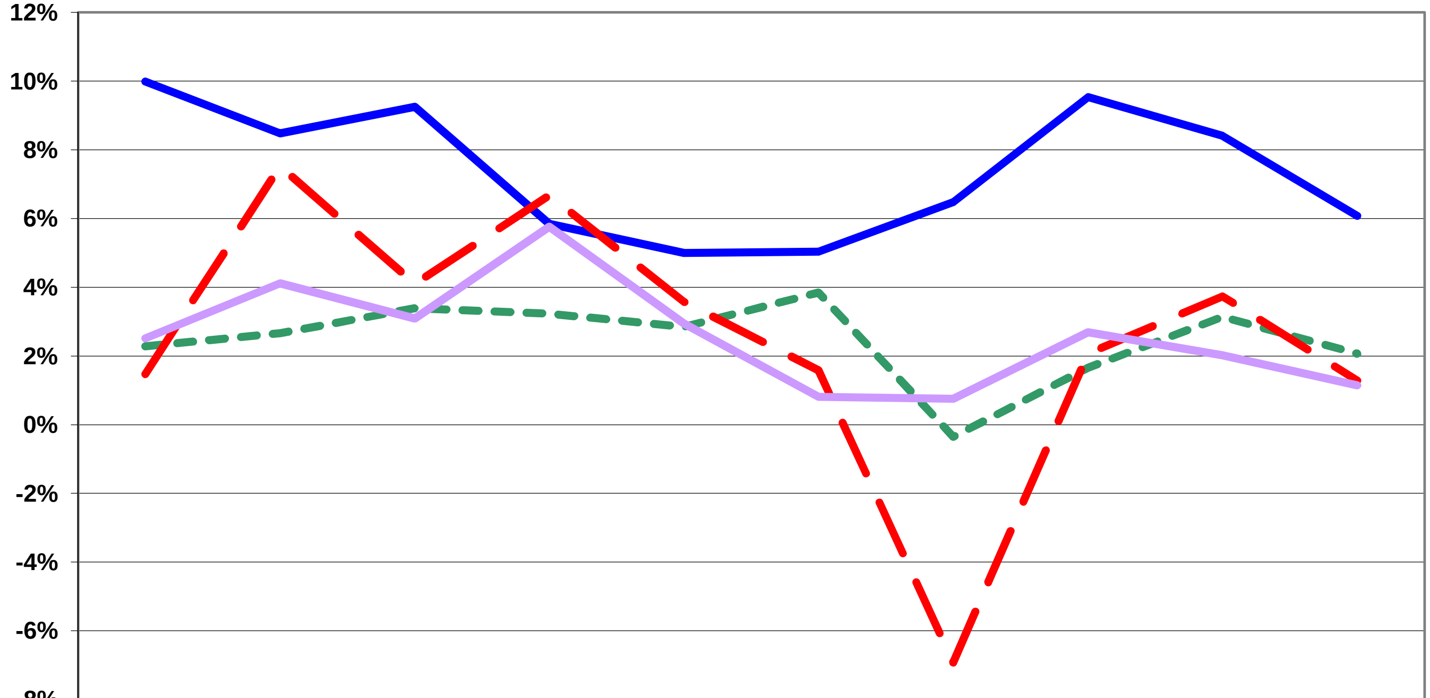


The Cost of Attendance includes the full tuition and does not reflect a student possibly receiving financial aid, scholarships, or discounts.

Cost to Deliver College
University of Idaho



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



	FY04	FY05	FY06	FY07	FY08	FY09	FY10	FY11	FY12	FY13
Resident Fees	9.99%	8.48%	9.25%	5.85%	5.00%	5.03%	6.48%	9.53%	8.40%	6.08%
Consumer Price Index	2.28%	2.66%	3.39%	3.23%	2.85%	3.84%	-0.36%	1.66%	3.14%	2.07%
Idaho Per Capita Income	1.47%	7.52%	4.10%	6.67%	3.57%	1.58%	-6.92%	2.06%	3.74%	1.28%
Idaho Average Annual Wage	2.51%	4.12%	3.09%	5.76%	2.94%	0.81%	0.76%	2.69%	2.02%	1.15%

Source: Idaho Commerce and Labor; Bureau of Economic Analysis, U.S. Department of Commerce; Divison of Finanical Management Economic Forecast, January 2013

University of Idaho
Fee Increase Range with Revenues

Full-time Undergraduate Resident and Nonresident Fee

Does not include revenue from projected enrollment changes

		Current	Request	%	Change
1		FY 2013	FY 2014	Increase	Change
2	**Resident**	$6,212.00	$6,580.00	5.92%	$368.00
3	**Nonresident**	$12,788.00	$13,020.00	1.81%	$232.00
4					

5		**Resident**			**Nonresident**		
6	%	Total	Change	Revenue	Total	Change	Revenue
7	1.00%	$6,276	$64	$483,500	$12,916	$128	$223,200
8	1.50%	$6,306	$94	$710,200	$12,980	$192	$334,800
9	2.00%	$6,338	$126	$951,900	$13,044	$256	$446,500
10	2.50%	$6,368	$156	$1,178,600	$13,108	$320	$558,100
11	3.00%	$6,400	$188	$1,420,300	$13,172	$384	$669,700
12	3.50%	$6,430	$218	$1,647,000	$13,236	$448	$781,300
13	4.00%	$6,462	$250	$1,888,800	$13,300	$512	$892,900
14	4.50%	$6,492	$280	$2,115,400	$13,364	$576	$1,004,500
15	5.00%	$6,524	$312	$2,357,200	$13,428	$640	$1,116,200
16	5.50%	$6,554	$342	$2,583,800	$13,492	$704	$1,227,800
17	6.00%	$6,586	$374	$2,825,600	$13,556	$768	$1,339,400
18	6.50%	$6,616	$404	$3,052,200	$13,620	$832	$1,451,000
19	7.00%	$6,648	$436	$3,294,000	$13,684	$896	$1,562,600
20	7.50%	$6,678	$466	$3,520,600	$13,748	$960	$1,674,200
21	8.00%	$6,710	$498	$3,762,400	$13,812	$1,024	$1,785,900
22	8.50%	$6,742	$530	$4,004,200	$13,876	$1,088	$1,897,500
23	9.00%	$6,772	$560	$4,230,800	$13,940	$1,152	$2,009,100
24	9.50%	$6,804	$592	$4,472,600	$14,004	$1,216	$2,120,700
25	10.00%	$6,834	$622	$4,699,200	$14,068	$1,280	$2,232,300

University of Idaho
College of Law

Moscow
875 Perimter Drive MS 2321
Moscow, ID 83844-2321

Phone: 208-885-4977

Boise
322 E. Front St., Suite 590
Boise, ID 83702

Phone: 208-364-4074
Fax: 208-334-2176

7 March 2013 (Rev.)

TO: Doug Baker, Provost and Executive Vice President
Ron Smith, Vice President for Finance & Administration
Keith Ickes, Executive Director, Planning & Budget
Trina Mahoney, Director, Budget Office

FROM: Don Burnett, Dean College of Law

RE: **Law Student Dedicated Professional Fee: Request for FY 2014**

This memorandum expresses the request by the College of Law for an increase of $314 per year ($157 per semester) in the law student dedicated professional fee in Fiscal Year 2014. The dollar amount represents an increase of 4% over the current level of $7,874 per year. The $314 adjustment will bring the total law student dedicated professional fee to $8,188 per year ($4,094 per semester) for a full-time law student, The FY 2014 charge per credit hour will be $455 (reflecting the 4% increase and a University-wide transition to charging graduate students full-time at nine credits).

This increase is less than the increases of 7.0% and 7.9% approved by the Board of Regents for FY 2013 and FY 2012, respectively, and is even further below the annual increases of approximately 9.5% that were presented and – with one minor adjustment explained below – approved by the Board pursuant to a five-year plan for Fiscal Years 2007 through 2011 (inclusive).

In light of recent uncertainties in state funding, as well as prospective funding needs if and when the College of Law is authorized to expand its program of legal education (currently limited to a third-year curriculum) in Boise, the College did not move immediately into another multi-year plan for the law student dedicated professional fee after FY 2011. Rather, the College in FY 2012 and FY 2013, and now in FY 2014, has undertaken, in consultation with student leaders, to assess its base budgeting needs and to make an appropriate fee request based upon those needs. When the circumstances presented in future years are better known, the College will consider developing another multi-year plan.

As you know, and as noted in the 2 March 2006 memorandum explaining the previous five-year plan, the professional fee component of total fees and tuition paid by law students is dedicated to the College of Law. *The law student professional fee is not a substitute for other funding from the University or from any other source, although the fee has been used, of necessity, to preserve quality at the College of Law during periods of extraordinary financial difficulty. The fee is intended to be an additional investment by law students in the excellence of the professional education upon which they are staking their future careers.*

In recent years, the law student dedicated professional fee has been used to preserve accreditation for the College of Law by retaining mission-essential personnel whose salary lines were relinquished in response to cuts in appropriated funds to the University and, in turn, to the College. It has also been used to prevent undue erosion of the law library collection in the face of budget reductions; to provide a "hard funding" foundation for the successful interdisciplinary "Waters of the West" program; to upgrade technology in the courtroom and main lecture hall; to provide modern carrels for students throughout the library; to create renovated space for the law review and critical legal studies journal; to expand and improve space occupied by the legal aid clinic; to create new offices for faculty and professional staff; to sustain the level of adjunct instruction as much as possible in Moscow and Boise; to defray (along with privately donated funds) the cost of adapting space in the Water Center building to the third-year program in Boise; to provide assistance to student organizations for special programs with guest lecturers; and to help cover the costs of student leader travel to national organization meetings. Most recently, the increase approved for FY 2013 has been used thus far to create a career services specialist position in Boise (serving students in both Boise and Moscow), to install SMART Board instructional technology in several College of Law classrooms at Moscow, to continue helping the College retain its mission-essential personnel and library collection, and to start building part of the base funding to support an energy law and policy faculty position now under discussion with the Center for Advanced Energy Studies.

Looking to FY 2014, the requested increase in the law student dedicated professional fee will be used, along with the FY 2013 increase, to meet accreditation needs identified by the American Bar Association and Association of American Law Schools, as a result of reports received in 2012 of a comprehensive joint site inspection in the fall of 2011. (Such comprehensive inspections occur once every seven years.) In addition, the increase will be used for continued improvement in the College's academic support and career development programs; for continued improvement of the quality of placements and supervision in the College's externships and pro bono placements; and to complete the funding for a public information and strategic communications specialist (to be shared with the College of Engineering) in order to enhance the attractiveness of the College of Law in a very competitive admissions environment.

These purposes are supported by the law student leadership. The Student Bar Association president has met with colleagues in the SBA, and then has met with me, to examine the College's needs and to ask probing questions about law school quality and contemplated expenditure levels. The emphasis on quality has been especially pronounced in this year's meeting. Law students are quite insightful about the future; they perceive that their career options upon graduation and at later points in their lives will be affected by the reputation of the law school in the future, as it pursues excellence and seeks to fulfill its strategic directions. They also understand, however, that both quality and cost are drivers of legal education "value". Accordingly, my discussion with the SBA president has been informed by the realization that the College of Law is, and must remain, cost-competitive when compared to most other law schools in the region. We are concerned about the relationships among rising fees, the rise of student indebtedness, and the less rapidly rising entry-level salaries in job markets – especially in Idaho -- where many of our graduates will seek employment. In addition, we are concerned about the potential impact of future fee increases upon our ability to recruit a high-quality, diverse student body. For those reasons, we have settled on a 4% fee increase proposal even though the College's needs are greater.

<u>Recent history of recent law student professional fee increases:</u>

FY 06 professional fee $4400/year ($2200/semester or $220/credit hour part-time)

<u>Years covered by the five-year plan</u>:

FY 07 increase of $400 4800 " (2400 " " 240 " ")

FY 08	450	5250	"	(2625	"	"	263*	"	"	)
FY 09	500	5750	"	(2875	"	"	288**	"	"	)
Board adjustment	*420*	*5670*	"	*(2835)*						
FY 10	550	6220	"	(3110	"	"	311	"	"	)
FY 11	600	6820	"	(3410	"	"	341	"	"	)
FY 12	538	7358	"	(3679	"	"	368***	"	"	)
FY 13	516	7874	"	(3937	"	"	394	"	"	)
FY 14	**314**	**8118**	"	**(4094**	"	"	**410********	"	"	)

* Rounded from 262.50
** Rounded from 287.50
*** Rounded from 367.90
**** Rounded from 409.76

Note. As shown above, the Board made an adjustment in FY 09 because one of several purposes for the requested increase in that year was to support collaboration by the College of Law with the Idaho Supreme Court in planning a proposed Idaho Law Learning Center. At the time the fee increase was reviewed for approval (April, 2008), the Board had not yet approved the collaboration; so, the FY 09 fee increase was adjusted from $500 to $420. (In August, 2008, however, the Board did approve the collaboration on the Idaho Law Learning Center.) The fee increase sought and granted by the Board for 2010 was the amount ($550) provided in the five-year plan, but it was added to the reduced base reflecting the Board's adjustment in FY 09. For FY 2011 the Board approved the $600 increase as requested.

Conclusion. In sum, the FY 2014 increase, which at 4% is more modest than the percentage increases approved in the two preceding years or during the earlier five-year plan, is tailored to enable the College to meet high-priority needs while maintaining the College's cost-competitiveness among peers in American legal education and enabling students who borrow prudently to graduate with manageable debts. Appended to this memorandum are a letter from the SBA president and a chart of tuition/fees charged by other law schools in the region during the current (2012-13) academic year.

Please do not hesitate to contact me if there are any questions.

Don Burnett

Don Burnett

Appendices:
SBA President's Letter
Comparative Costs Chart

cc. Law Faculty, Staff, SBA

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University of Idaho
College of Art and Architecture

Office of the Dean

875 Perimeter Dr MS 2461
Moscow, ID 83844-2461

Phone: 208-885-4409
Fax: 208-885-9428
caa@uidaho.edu
www.uidaho.edu/caa

March 13, 2013

Idaho State Board of Education
P.O. Box 83720
Boise, ID 83720-0037

Re: Student Professional Fees
College of Art & Architecture
University of Idaho

To Members of the Board:

In October, 2005, the State Board of Education reinstated the College of Art & Architecture with specific direction that student professional fees would support College infrastructure. The academic year 2012/2013 marks the 6th year since reinstatement. In 5 of those years, students agreed to a 5% increase in this fee. We did not request an increase in the fee to support the current academic year.

In spring 2010, the SBOE voted to incrementally include art and design students in payment of the professional fees. Since then, we are affecting a more equitable assessment and use of fees, additionally supported by our reorganization into one department/one College. This was a major step forward for the College of Art & Architecture. We continue to implement the fee as requested; fall, 2013 marks the 3rd year of a 4 year implementation cycle.

We now request that increases to the college professional fee be indexed to university level tuition increases. This will simplify the process for us as well as the SBOE and continue to provide SBOE oversight of college professional fees while assuring that professional fees keep pace with changes in the cost of delivering excellent education.

In support of our request, I have added current information about professional fee distribution to programs and their uses. I am happy to respond to any questions regarding this information. Thank you for your consideration.

Sincerely,

Mark Elison Hoversten

Mark Elison Hoversten, FASLA, AICP
Dean

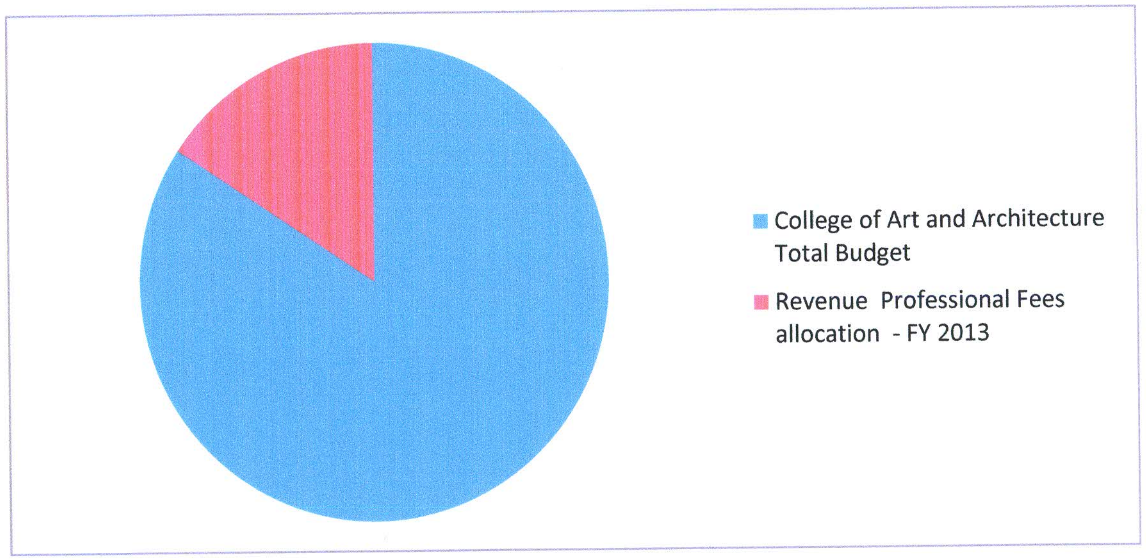
College of Art & Architecture
Professional Fees History
For the FY 2005, 2006, 2007, 2008,2009, 2010, 2011, 2012, 2013

BUDGETED REVENUE		2005	2006	2007	2008	2009	2010	2011	2012	2013	
Original Budget		278,285.00	285,800.00	372,000.00	360,316.00	391,488.00	415,700.00	543,140.00	574,710.00	671,018.60	
Budget Carryforward		(284.87)	222,749.52	11,663.14	17,493.49	12,028.11	42,507.51	10,340.52	12,400.66	26,849.94	
Budget Carryforward		(6,543.91)									
Budget Carryforward		237,708.10									
		509,164.32	508,549.52	383,663.14	377,809.49	403,516.11	458,207.51	553,480.52	587,110.66	697,868.54	
Actual Fee Received	Fall	UNK	UKN	224,160.05	241,487.70	256,990.10	268410.15	331,675.94	349,589.61	328,740.25	
	Spring			216,128.70	229,170.60	242,121.00	247527.15	311,862.75	318,762.13	301,316.75	
				440,288.75	470,658.30	499,111.10	515937.3	643,538.69	668,351.74	630,057.00	
Increase in Fees					(30,369.55)	(28,452.80)	(16,826.20)	(127,601.39)	(24,813.05)	38,294.74	Decrease in fees
Fee Amount Assessed		$ 352.00	$ 352.00	$ 387.00	$ 406.00	$ 426.00	$447.00	$ 469.00	$ 493.00	$ 493.00	

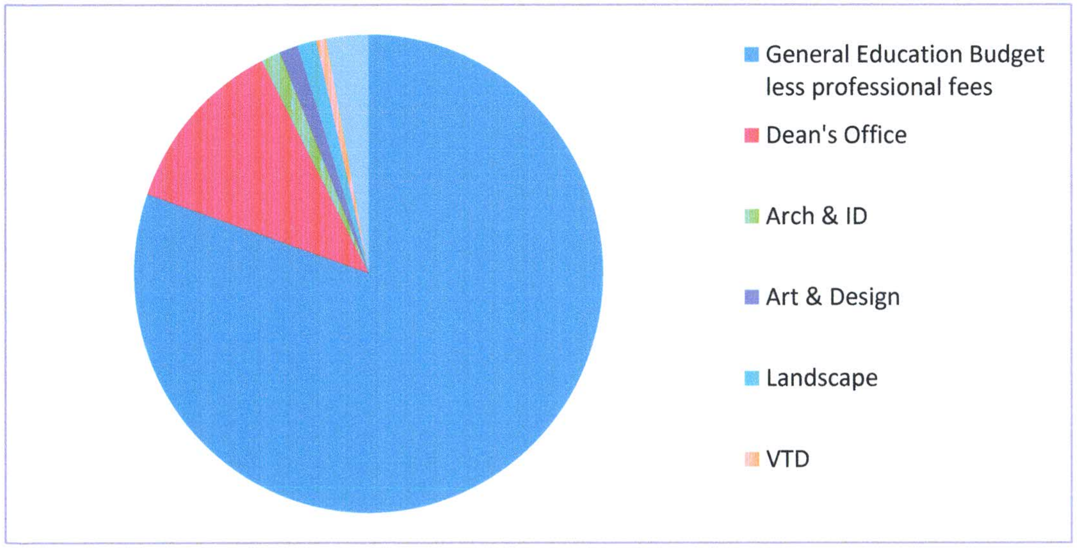
College of Art & Architecture
Professional Fees for Fiscal Year 2013
For the Period ending 06-30-13

College of Art and Architecture Total Budget	3,394,854.00
Revenue Professional Fees allocation - FY 2013	630,057.00
Net General Education Budget	2,764,797.00

Professional Fees Percentage of Total Budget 11.96%



General Education Budget less professional fees	2,764,797.00	80.38%
Dean's Office	416,710.00	12.12%
Arch & ID	45,000.00	1.31%
Art & Design	45,000.00	1.31%
Landscape	45,000.00	1.31%
VTD	23,000.00	0.67%
Computer Studio	100,000.00	2.91%
	3,439,507.00	100.00%



NEW STUDENT ORIENTATION MANDATORY ACTIVITY FEE

APRIL 2013

The University of Idaho currently charges $4.00 per semester or $8.00 per academic year for New Student Orientation as part of its full-time activity fee package. The University is not requesting an increase to this mandatory activity fee for FY2014. While the revenue generated from this fee varies depending on enrollment it is estimated that it will generate approximately $67,000 in FY2104. This revenue along with prior year one-time salary savings carry forward will be used to cover the following expenses:

- $61,400 in salary and benefit costs for the Director of Orientation Programming
- $ 3,000 in scholarships for Peer Facilitators (Juniors and Seniors who lead the Freshman transition course INTR 204 "Vandal Success")
- $ 6,700 in General and Administrative fees used to cover University administrative costs

Each fall the New Student Orientation program provides orientation to between 650 and 800 students from the resident halls, off-campus, Steel House and on-campus apartments as well as providing certain orientation events to between 630 and 670 students participating in Greek Recruitment. In addition to providing orientation events for new students this program also provides leadership opportunities for returning students with between 28 and 40 returning student leaders serving as Orientation Leaders and 6 Juniors and Seniors serving as Peer Facilitators and leading the Vandal Success course taken by 40 to 60 Freshman.

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BOISE STATE UNIVERSITY

FY 2014 STUDENT FEE INFORMATION

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Boise State University
Student Fee Hearing Summary

The process to determine Boise State's proposed tuition and fee increase recommendations was purposeful, thoughtful and a collaborative process involving students and various campus constituents.

Boise State remains committed to the guiding principles of providing access and affordability to students. That said, the university is challenged to balance access and affordability with maintaining quality course offerings and financial viability while at the same time growing student enrollment and enhancing graduation rates in order to make progress toward the State Board of Education's goal that 60% of Idahoans ages 25-34 will have a degree or certificate by 2020.

The FY 2014 tuition and fee recommendation includes an overall 8.6 percent increase for full-time undergraduate resident students taking 13-17 credits. As the university moves towards a more cost-based linear model, the other impacts are that students taking less than 12 credits would see only a 3.2 percent increase, students taking 12 credits (considered full time), would see only a 6 percent increase, and those taking 18+ credits would see a significant reduction since the overload fee will no longer be charged. Instead, students taking 13 credits and greater will only be charged the additional tuition portion of the per credit hour fee and will no longer be charged the additional facility, technology or activity fee portion of the fee. This is a reduction of $86.00/credit.

For students taking 13-17 credits the increase represents $254.00/semester. Most of the increase is in tuition and is necessary to ensure the university retains the ability to support core academic functions and maintains the capacity to serve the student population with quality academic programs.

Identify and prioritize specific areas in which revenue from the requested tuition and fee increase will be used.

Boise State has a history of providing quality academic programs and growing student enrollments and numbers of degrees awarded. Currently Boise State charges the lowest rate for full-time undergraduate student among the three universities. With the opening of the College of Western Idaho and the resulting shift of fewer credits produced in the lower cost/lower division courses and more credits produced in the more expensive/upper division courses, it is critical that funding be added to address new faculty hires. The university no longer has the ability to rely as heavily on adjunct instruction in the lower division courses. In addition, commitments have been made for new approved PhD programs, STEM disciplines, and faculty needed to address bottleneck courses. The goal is to ensure students are able to enroll in the courses needed to complete their degree as timely as possible.

As part of the FY 14 budget planning process currently in process on campus, reallocations and cost reductions are being reviewed and are strongly encouraged in order to meet strategic initiatives. Any requests for new funding are limited to those that will increase instructional capacity.

How will fees address improving access?

Ensuring faculty and academic support needs are in place to serve students will help ensure student's progress towards timely completion. The specific plan related to revenues from increased tuition and fees is to use the funds to increase instructional capacity.

Limiting access to services, programs and some courses may be necessary if the increase is approved at a level less than requested. Students that are unable to enroll in courses needed (due to lack of faculty), will be negatively impacted since it will not only take them longer to graduate, but it will also cost them more to need to enroll in another semester or more.

How has the FY 2014 appropriation affected Boise State's tuition/fee request:

At this time it is not clear if Boise State will receive new equity funding from the allocation of the FY 2014 appropriation. This equity funding is of critical importance to Boise State. Without new state funding for the operating budget, the need remains to seek funding from student tuition in order to balance the budget and meet the goals established. Meanwhile, the University will continue to identify cost savings and efficiency measures to mitigate the need for future large tuition and fee increases.

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BOISE STATE UNIVERSITY

Changes to Student Fees for FY 2014

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

		Bd	FY13	FY14	Requested		
	Student Fees:	Appv	Fees	Initial Notice	FY14 Fees	Change	% Chg.
1	**Full-time Fees:**						
2	Tuition	**	$3,990.60	$4,407.90	$4,409.20	$418.60	10.5%
3	Technology Fee	**	$149.50	$189.50	$185.50	36.00	24.1%
4	Facilities Fees	**	$1,030.00	$1,070.00	$1,066.00	36.00	3.5%
5	Student Activity Fees	**	$713.90	$732.60	$731.30	17.40	2.4%
6	**Total Full-time Fees**		$5,884.00	$6,400.00	$6,392.00	$508.00	8.6%
7		**					
8	**Part-time Credit Hour Fees:**						
9	Education Fee	**	$160.47	$165.95	$166.25	$5.78	3.6%
10	Technology Fee	**	8.65	9.45	9.45	0.80	9.2%
11	Facilities Fees	**	49.40	49.60	49.60	0.20	0.4%
12	Student Activity Fees	**	33.48	35.00	34.70	1.22	3.6%
13	**Total Part-time Cr Hr Fees:**		$252.00	$260.00	$260.00	$8.00	3.2%
14							
15	**Summer Fees: (eff. Summer 2015)**						
16	Education Fee	**	$164.97	$171.30	$170.60	$5.63	3.4%
17	Technology Fee	**	8.65	9.45	9.45	0.80	9%
18	Facilities Fees	**	49.50	47.70	49.70	0.20	0.4%
19	Student Activity Fees	**	21.88	23.55	22.25	0.37	1.7%
20	**Total Summer Fees:**		$245.00	$252.00	$252.00	$7.00	2.9%
21							
22	**Other Student Fees:**						
23	Graduate Fees:						
24	Full-time Grad/Prof	**	$1,089.00	$1,140.00	$1,140.00	$51.00	4.7%
25	Part-time Graduate/Hour	**	$60.50	$64.00	$64.00	$3.50	5.8%
26	Nonresident Tuition:						
27	Nonres Tuition - full time	**	$11,440.00	$12,600.00	$12,600.00	$1,160.00	10.1%
28	Nonres Fees - part-time		$101.20	$112.00	$112.00	$10.80	10.7%
29	Professional Fee:						
30	Undergrad. Nursing - Con't Students	**	$200.00	$200.00	$200.00	$0.00	0.0%
31	Undergrad. Nursing - New Students	**	$850.00	$850.00	$850.00	$0.00	0.0%
32	Other Fees:						
33	Western Undergrad Exchange	**	$2,942.00	$3,200.00	$3,196.00	$254.00	8.6%
34	Overload fee		$252.00	$166.00	$166.00	($86.00)	-34.1%
35	In-service Fees/Cr Hr - Undergrad	**	$96.00	$101.00	$101.00	$5.00	5.2%
36	In-service Fees/Cr Hr - Grad	**	$115.00	$121.00	$121.00	$6.00	5.2%
37	New Student Orientation Fee	**	$160.00	$160.00	$160.00	$0.00	0.0%
38	**Total Other Student Fees**						
39							
40							
41							
42	Changes to Student Activity Fees:						
43	Full-time:						
44	Athletics		$215.00	$221.00	$220.20	$5.20	2.4%
45	ASBSU		$18.60	$24.00	$24.00	$5.40	29.0%
46	Alumni		$6.50	$7.00	$6.50	$0.00	0.0%
47	Marching Band		$19.50	$22.30	$22.30	$2.80	14.4%
48	Spirit Squad		$5.00	$9.00	$9.00	$4.00	80.0%
49							
50	Part-time:						
51	Athletics		$10.40	$11.00	$10.75	$0.35	3.4%
52	ASBSU		$1.28	$1.65	$1.65	$0.37	28.9%
53	Alumni		$0.30	$0.35	$0.30	$0.00	0.0%
54	Marching Band		$0.80	$1.30	$1.30	$0.50	62.5%
55							
56	Student Health Insurance Premium		$1,622		unknown		

Notes:

FY 2014 enrollment forecast based on actual academic enrollments Fall 2012 (FY 2013)

BOISE STATE UNIVERSITY

Potential Student Fee Revenue Changes for FY 2014

Due to Enrollment and Fee Changes

		Projected HC/SCH Enrollmt		Potential Revenue Generated Due to Enrollment and Fee Change:			
				Enrollment Changes		Fee Changes	
	Student Fees:	FY13	FY14	Gen Educ	Local	Gen Educ	Local
1	**Full-time Fees:**						
2	Tuition (Unrestricted)	13,326	13,326	$0		$5,578,300	
3	Technology Fee	13,326	13,326		-		479,700
4	Facilities Fees	13,326	13,326		-		479,700
5	Student Activity Fees	13,326	13,326		-		231,900
6	**Total Full-time Fees**			-	-	5,578,300	1,191,300
7							
8	**Part-time Credit Hour Fees:**						
9	Education Fee	60,890	60,890	$0		$351,900	
10	Technology Fee	60,890	60,890		-		48,700
11	Facilities Fees	60,890	60,890		-		12,200
12	Student Activity Fees	60,890	60,890		-		74,300
13	**Total Part-time Cr Hr Fees:**			-	-	351,900	135,200
14							
15	**Summer Fees:**		1.0%				
16	Education Fee	30,795	31,103	$50,800		$175,100	
17	Technology Fee	30,795	31,103		2,700		24,900
18	Facilities Fees	30,795	31,103		15,200		6,200
19	Student Activity Fees	30,795	31,103		6,700		11,500
20	**Total Summer Fees:**			50,800	24,600	175,100	42,600
21							
22	**Other Student Fees:**						
23	Graduate Fees:						
24	Full-time Grad/Prof	555	566	$12,100		$28,900	
25	Part-time Graduate/Hour	6,670	6,803	8,100		23,800	
26	Nonresident Tuition:						
27	Nonres Tuition - full-time	1,453	1,482	332,400		1,719,200	
28	Nonres Fees - part-time	1,900	1,938	3,800		20,900	
29	Professional Fees:						
30	Undergrad. Nursing - Con't Students	265	265	-			-
31	Undergrad. Nursing - New Students	65	65	-			-
32	Other Fees:						
33	Western Undergrad Exchge	185	185	-		47,000	
34	Overload Fee	1,750	1,750	-		(150,500)	
35	In-service Fees/Cr Hr - Undergrad			-		-	
36	In-service Fees/Cr Hr - Grad	2,050	2,050	-		12,300	
37	New Student Orientation Fee	2,770	2,770	-		-	
38	**Total Other Student Fees**			$356,400	-	$1,701,600	-
39							
40	**Total Additional Student Fee Revenue**			$407,200	$24,600	$7,806,900	$1,369,100
41							
42	1) Changes to Student Activity Fees:						
43	Full-time:						
44	Athletics	13,326	13,326		-		69,300
45	Theater Arts	13,326	13,326		-		72,000
46	Music - New	13,326	13,326		-		-
47	University Fellows - New	13,326	13,326		-		37,300
48	Career Center - New	13,326	13,326		-		53,300
49					-		231,900
50	Part-time						
51	Athletics	60,890	60,890		-		21,300
52	Theater Arts	60,890	60,890		-		22,500
53	Music - New	60,890	60,890		-		-
54	University Fellows - New	60,890	60,890		-		30,400
55					-		74,200
56							

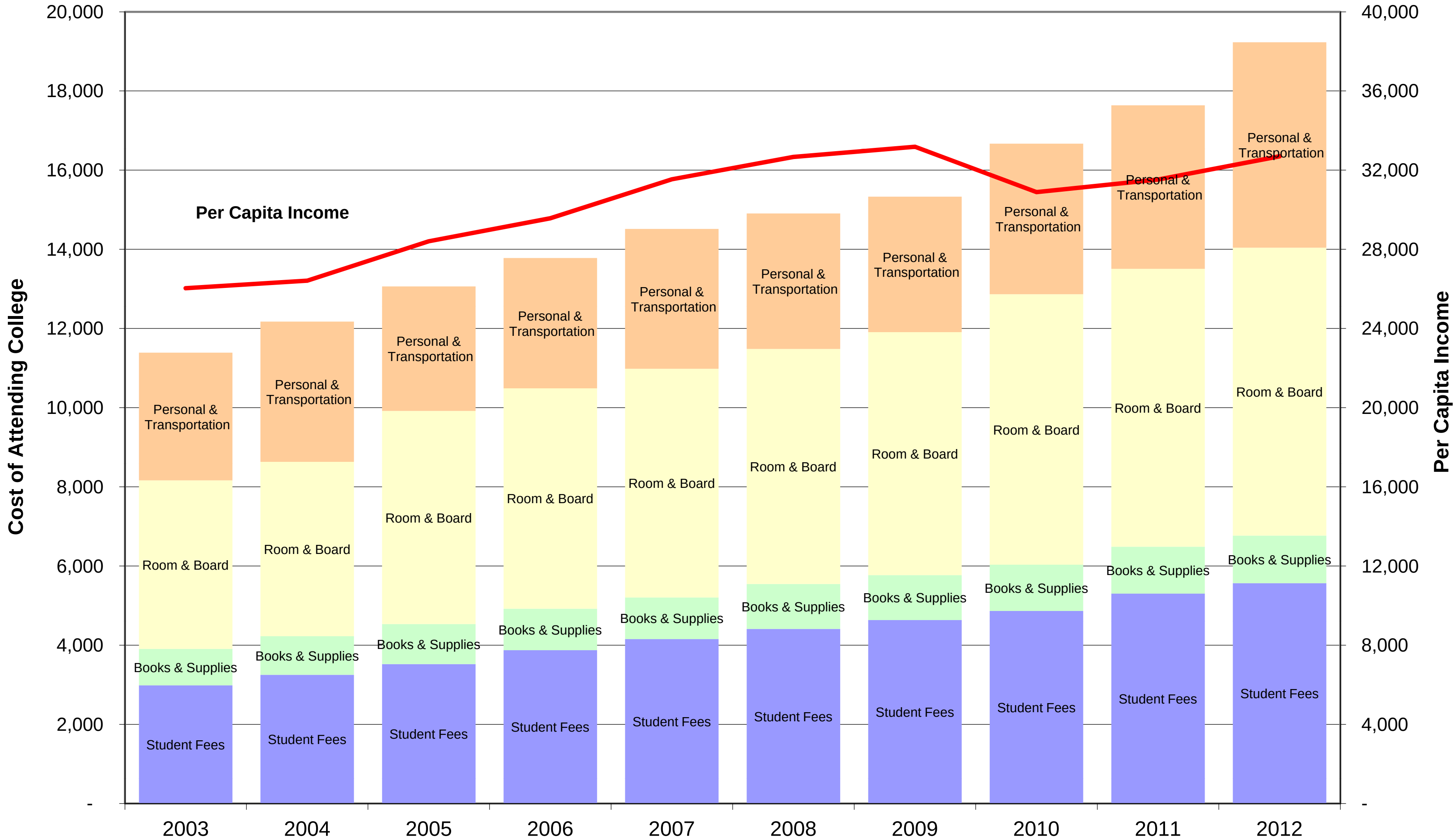
BOISE STATE UNIVERSITY

4-year History of Board Approved Fees plus FY14 Requested Fees

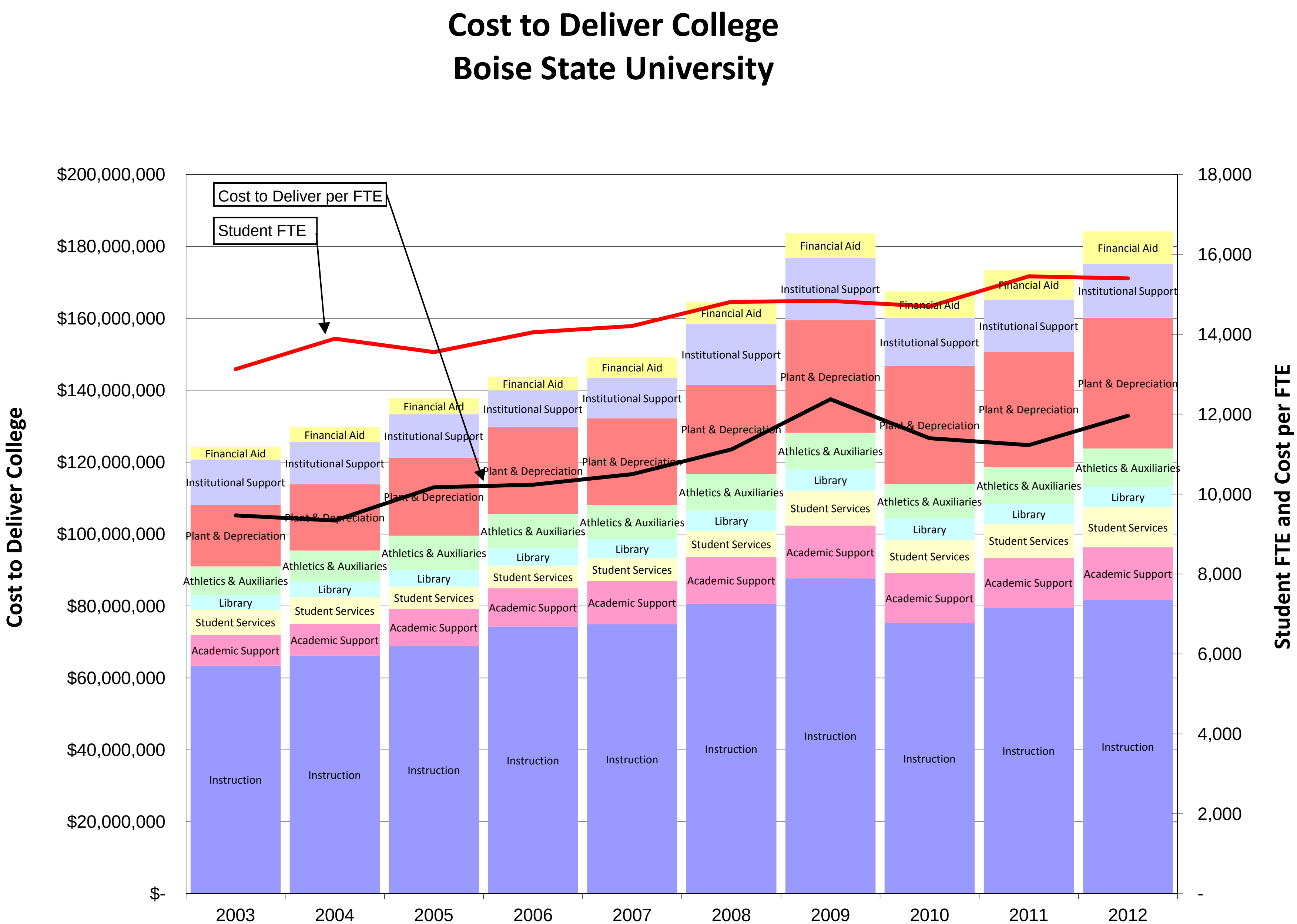
Annual Full-Time Fees and Part-Fime Credit Hours Fees

	Student Fees:	FY 2010	FY 2011	FY 2012	FY 2013	Request FY 2014	4-Year Increase	% Increase
1	**Full-time Fees**							
2	Tuition (Unrestricted)	$3,105.60	$3,555.10	$3,724.10	$3,990.60	$4,409.20	$1,303.60	42.0%
3	Technology Fee	100.50	100.50	134.50	149.50	185.50	85.00	84.6%
4	Facilities Fees	1,006.00	1,006.00	1,010.00	1,030.00	1,066.00	60.00	6.0%
5	Student Activity Fees	651.90	638.40	697.40	713.90	731.30	79.40	12.2%
6	**Total Full-time Fees**	$4,864.00	$5,300.00	$5,566.00	$5,884.00	$6,392.00	$1,528.00	31.4%
7	Percentage Increase	5.0%	9.0%	5.0%	5.7%	8.6%		
8								
9	**Part-time Credit Hour Fees**							
10	Education Fee	$168.52	$148.72	$151.22	$160.47	$166.25	($2.27)	-1.3%
11	Technology Fee	5.15	5.15	6.65	8.65	9.45	4.30	0.0%
12	Facilities Fees	48.40	48.40	50.40	49.40	49.60	1.20	0.0%
13	Student Activity Fees	29.93	29.73	30.73	33.48	34.70	4.77	15.9%
14	**Total Part-time Cr Hr Fees**	$252.00	$232.00	$239.00	$252.00	$260.00	$8.00	3.2%
15								
16	**Summer Fees**							
17	Education Fee	$166.45	$167.07	$160.07	$164.97	$170.60	$4.15	2.5%
18	Technology Fee	5.15	5.40	6.90	8.65	9.45	4.30	83.5%
19	Facilities Fees	43.90	48.40	50.40	49.50	49.70	5.80	13.2%
20	Student Activity Fees	20.50	21.13	21.63	21.88	22.25	1.75	8.5%
21	**Total Summer Fees**	$236.00	$242.00	$239.00	$245.00	$252.00	$16.00	6.8%
22								
23	**Other Student Fees**							
24	Graduate Fees:							
25	Full-time Grad/Prof	$892.00	$900.00	$990.00	$1,089.00	$1,140.00	$248.00	27.8%
26	Part-time Graduate/Hour	$49.00	$50.00	$55.00	$60.50	$64.00	$15.00	30.6%
27	Nonresident Tuition:							
28	Nonres Tuition - Full Time	$9,004.00	$9,456.00	$10,400.00	$11,440.00	$12,600.00	$3,596.00	39.9%
29	Nonres Tuition - Part Time	$80.00	$84.00	$92.00	$101.20	$112.00	$32.00	40.0%
30	Professional Fees:							
31	Undergrad. Nursing - Con't Students	$200.00	$200.00	$200.00	$200.00	$200.00	$0.00	0.0%
32	Undergrad. Nursing - New Students	$850.00	$850.00	$850.00	$850.00	$850.00	$0.00	0.0%
33	Other Fees:							
34	Western Undergrad Exchge	$2,501.00	$2,650.00	$2,650.00	$2,942.00	$3,196.00	$695.00	27.8%
35	Overload fee	$252.00	$232.00	$232.00	$252.00	$166.00	($86.00)	-34.1%
36	In-service Fees/Cr Hr - Undergrad	$83.00	$86.00	$86.00	$96.00	$101.00	$18.00	21.7%
37	In-service Fees/Cr Hr - Grad	$98.00	$101.00	$101.00	$115.00	$121.00	$23.00	23.5%
38	New Student Curriculum Fee	$0.00	$0.00	$0.00	$160.00	$160.00	New	New

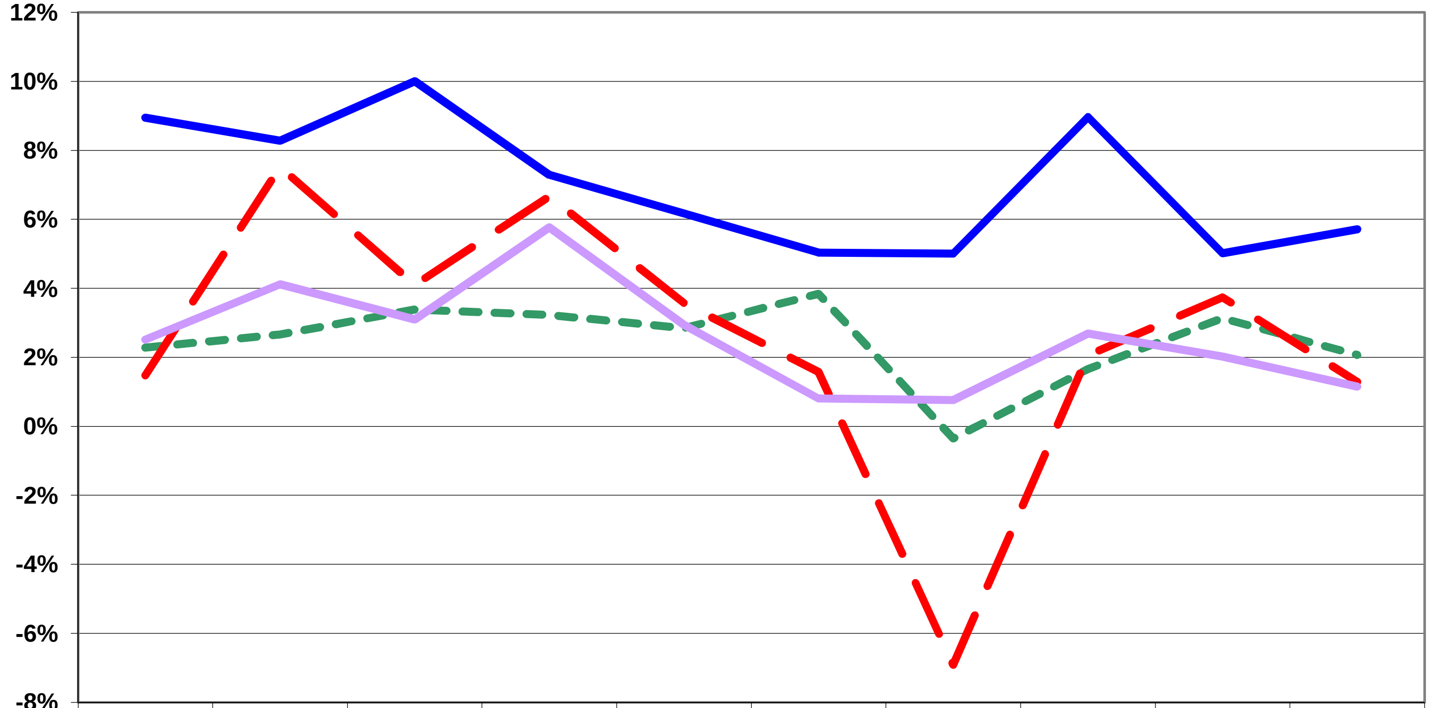
Cost of Attending College vs. Per Capita Income
Boise State University



The Cost of Attendance includes the full tuition and does not reflect a student possibly receiving financial aid, scholarships, or discounts.


Cost to Deliver College
Boise State University
Cost to Deliver per FTE
Student FTE
Cost to Deliver College
Student FTE and Cost per FTE
$200,000,000
$180,000,000
$160,000,000
$140,000,000
$120,000,000
$100,000,000
$80,000,000
$60,000,000
$40,000,000
$20,000,000
$-
18,000
16,000
14,000
12,000
10,000
8,000
6,000
4,000
2,000
-
2003
2004
2005
2006
2007
2008
2009
2010
2011
2012
Financial Aid
Institutional Support
Plant & Depreciation
Athletics & Auxiliaries
Library
Student Services
Academic Support
Instruction

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



	FY04	FY05	FY06	FY07	FY08	FY09	FY10	FY11	FY12	FY13
Resident Fees	8.95%	8.27%	10.00%	7.28%	6.16%	5.03%	5.01%	8.96%	5.02%	5.71%
Consumer Price Index	2.28%	2.66%	3.39%	3.23%	2.85%	3.84%	-0.36%	1.66%	3.14%	2.07%
Idaho Per Capita Income	1.47%	7.52%	4.10%	6.67%	3.57%	1.58%	-6.92%	2.06%	3.74%	1.28%
Idaho Average Annual Wage	2.51%	4.12%	3.09%	5.76%	2.94%	0.81%	0.76%	2.69%	2.02%	1.15%

Source: Idaho Commerce and Labor; Bureau of Economic Analysis, U.S. Department of Commerce; Divison of Finanical Management Economic Forecast, January 2013

Boise State University
Fee Increase Range with Revenues

Full-time Undergraduate Resident and Nonresident Fees

Does not include revenue from projected enrollment changes

		Current	Request	%	
1		FY 2013	FY 2014	Increase	Change
2	**Resident**	$5,884.00	$6,392.00	8.63%	$508.00
3	**Nonresident**	$11,440.00	$12,600.00	10.14%	$1,160.00
4					

5		**Resident**			**Nonresident**		
6	%	Total	Change	Revenue	Total	Change	Revenue
7	1.00%	$5,944	$60	$799,600	$11,556	$116	$171,900
8	1.50%	$5,974	$90	$1,199,300	$11,612	$172	$254,900
9	2.00%	$6,002	$118	$1,572,500	$11,670	$230	$340,900
10	2.50%	$6,032	$148	$1,972,200	$11,726	$286	$423,900
11	3.00%	$6,062	$178	$2,372,000	$11,784	$344	$509,800
12	3.50%	$6,090	$206	$2,745,200	$11,842	$402	$595,800
13	4.00%	$6,120	$236	$3,144,900	$11,898	$458	$678,800
14	4.50%	$6,150	$266	$3,544,700	$11,956	$516	$764,700
15	5.00%	$6,180	$296	$3,944,500	$12,012	$572	$847,700
16	5.50%	$6,208	$324	$4,317,600	$12,070	$630	$933,700
17	6.00%	$6,238	$354	$4,717,400	$12,128	$688	$1,019,600
18	6.50%	$6,268	$384	$5,117,200	$12,184	$744	$1,102,600
19	7.00%	$6,296	$412	$5,490,300	$12,242	$802	$1,188,600
20	7.50%	$6,326	$442	$5,890,100	$12,298	$858	$1,271,600
21	8.00%	$6,356	$472	$6,289,900	$12,356	$916	$1,357,500
22	8.50%	$6,386	$502	$6,689,700	$12,414	$974	$1,443,500
23	9.00%	$6,414	$530	$7,062,800	$12,470	$1,030	$1,526,500
24	9.50%	$6,444	$560	$7,462,600	$12,528	$1,088	$1,612,400
25	10.00%	$6,474	$590	$7,862,300	$12,584	$1,144	$1,695,400

New Student Curriculum Fee Support

The $160 New Student Curriculum Fee supports New Student & Family Programs in the development and implementation of programs and outreach designed to help students successfully transition to Boise State University and to persist to graduation. This fee is assessed to all incoming new undergraduate degree-seeking students. The fee is only assessed one time and is due on the fee payment deadline. Currently, the fee is completely refundable if classes are dropped by 10th day, regardless of if the student attended an orientation program or not.

The following students are not assessed the fee:

- Returning
- Second degree
- Dual enrollment
- Jump start
- Non-degree seeking
- Exchange students
- Those taking courses at off-site locations
- E-campus

The New Student Curriculum Fee covers the costs of orientation, other programmatic costs as well as personnel and operational costs in their entirety- all defined below. New Student & Family Programs does not receive any appropriated funds - the office and its operations are 100% self-supported by this fee.

BroncoVenture Orientations

Orientations are provided for both traditional age and transfer/non-traditional students and are dedicated to assisting students in completing a smooth transition to the university community and gaining skills and knowledge to help them on their path to graduation. The orientation programs provide invaluable connections to faculty, staff and current student leaders and offer a comprehensive overview of campus life and critical information about registration and other university policies and campus services. The fee covers the following costs associated with BroncoVenture orientation programs:

- Meals and refreshments
- Overnight Housing
- Advising and Registration
- Parking
- Course catalog
- Campus Read book
- Audio-visual needs
- Recreation Center access

Other Programmatic Costs

Although a large portion of the New Student Curriculum Fee is dedicated to a student's orientation program, the remainder of the fee covers the following other programmatic costs:

- Parent & family orientation
- Parent & family newsletter
- Parent & family association operations
- Parent & family weekend
- Convocation
- Orientation Leader hiring/training

Parent & Family Orientation

Parent & Family Orientations run concurrently to any student BroncoVenture orientation program and provide Bronco families with the opportunity to connect with the university community, learn about resources available to both them and their student, and gather new skills and knowledge that will help them to better their support their student in their path to graduation.

Parent & Family Newsletter

In Bronco Parentis, the Parent & Family newsletter, is an important to element to keeping families involved in their student's experiences and connected to our university community. Content is solicited from our on-campus partners and edited by New Student & Family Programs staff. The newsletter is sent quarterly and contains valuable updates, university information and educational content dedicated to developing families as partners in a student's retention.

Parent & Family Association

The Bronco Parent & Family Association provides an opportunity for families to connect and collaborate with the university as well as other Bronco families to support student learning, development and success. New Student & Family Programs coordinates the Parent & Family Association with the assistance and input from a leadership council made up of family volunteers. Each year, the Parent & Family Association hosts an open association meeting and reception, volunteers at Parent & Family Weekend and provides input and feedback related to the development or revision of other support programming.

Parent & Family Weekend

Parent and Family Weekend is a campus traditional common at other major universities, and a crucial event at Boise State. Certain factors prevent families from coming to visit their students on a regular basis: whether due to financial hardship or out of state travel, many families will only be able to visit their student once or twice during a year. With this factor in mind, New Student & Family Programs can create the most meaningful visit by coordinating and advertising a Parent and Family Weekend event. Through Parent & Family Weekend events, we can disseminate educational and supportive materials to families, provide connections to university faculty, staff and student leaders, as well as show that Boise State is a community that is supportive of both students and their families.

Convocation

Convocation is the official welcoming ceremony for all incoming Boise State students and their family members and is heralded as the official book-end to graduation. While some students may get a welcome from their residence halls, or feel integrated from individual classes or clubs, Convocation provides the opportunity for Boise State to show its support at the far-reaching, university-wide level. Along with these themes of welcome and support, Convocation also allows the university to provide a coherent and consistent message to both students and families, as well as to our grater campus community.

Orientation Leader Hiring/Training

During the summer orientation season, Boise State sees approximately 3,600 incoming students on campus over the course of 16+ orientation events. We know that students who come through orientation are still shopping for their college experience, and as a result, know that Boise State must put its best face forward in order to successfully retain incoming students from their orientation program to the first day of classes. During a program, our Orientation Leaders by far have the most one-on-one contact time with incoming students, and as such greatly benefit from a comprehensive training program. Topics that are covered in depth in training are appropriately representing the university, communicating and working with diverse populations, extensive understanding of the academic, wellness and community support resources on campus, and university policies (e.g. academic dishonesty) that will need to be conveyed to the incoming students. Orientation Leaders are required to attend 90 hours of training before working with new students.

Personnel and Operational Costs

Additionally, the New Student Curriculum Fee covers personnel and operational costs in their entirety.

New Student & Family Programs Operational Costs

The New Student Curriculum Fee covers the operational costs of New Student & Family Programs in full. Operations costs include: postage and mail services; data, phone and fax; copying, printing and binding; office supplies; computer hardware and maintenance; other office equipment; janitorial services; building services; advertising; staff development; etc.

New Student & Family Programs Personnel Costs

Because of the large number of students and families served by New Student & Family Programs, a professional and large student-staff personnel structure is in place. This includes: 1 director; 2 program coordinators; 1 administrative assistant; 5 student orientation coordinators; 5 student office assistants. In addition, 25 student orientation leaders are employed May- August only. These student positions offer current students relevant experience and training, setting them up for future professional success.

IDAHO STATE UNIVERSITY

FY 2014 STUDENT FEE INFORMATION

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Idaho State University
Student Fee Hearing Summary

The Fee Process

The recommendation for tuition and fee increases was developed by our Special Budget Consultation Committee (SBCC) which reviews all unit budget recommendations and the proposed university wide budget. The SBCC has a diversified membership consisting of faculty, staff, and students. Both the President and Vice-President of the ISU student body (ASISU) actively serve on the SBCC. The public hearings to seek testimony on the fee increases, as published in the Bengal student newspaper, were held at the Idaho Falls, Meridian and Pocatello campus Feb. 26^{th} & 27^{th}. The VP Finance & Administration, Budget Officer, and members of the Special Budget Consultation Committee were present to answer questions.

Changes to Fees

The attached worksheet, which estimates potential fee and tuition revenue changes for FY2014, is predicated on the fee rates contained in the ISU Notice of Intent to Adopt Student Fee and Rate Increases, which was issued on February 15, 2013.

Matriculation and Other General Education Fees $2,266,100.

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

1. Fringe Benefit Increase (no fund shift) $180,000
2. Instruction $305,781
3. Facility/Security $151,889
4. Research Admin Support $472,259
5. Research Infrastructure $1,010,843
6. Institutional Support $145,328

Student Activity Fees $44,400.

1. Intramurals/Recreation Spirit Teams Support $44,400:

Additional Information

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

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

3) How has the FY2014 appropriation affected your fee request?

ISU received $1,791,700 for enrollment workload and $562,000 for Occupancy. To replace this with a fee increase would have required approximately 3% additional (7.5% total).

IDAHO STATE UNIVERSITY

Changes to Student Fees for FY 2014

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

		Bd	FY13	FY14	Requested		
	Student Fees:	Appv	Fees	Initial Notice	FY14 Fees	Change	% Chg.
1	**Full-time Fees:**						
2	Tuition	**	$4,417.02	$4,687.02	$4,687.02	$270.00	6.1%
3	Technology Fee	**	166.80	166.80	166.80	0.00	0.0%
4	Facilities Fees	**	510.00	510.00	510.00	0.00	0.0%
5	Student Activity Fees	**	976.18	980.18	980.18	4.00	0.4%
6	**Total Full-time Fees**		$6,070.00	$6,344.00	$6,344.00	$274.00	4.5%
7							
8	**Part-time Credit Hour Fees:**						
9	Education Fee	**	$256.19	$268.96	$268.96	$12.77	5.0%
10	Technology Fee	**	6.15	6.15	6.15	0.00	0.0%
11	Facilities Fees	**	0.00	0.00	0.00	0.00	0.0%
12	Student Activity Fees	**	41.66	41.89	41.89	0.23	0.6%
13	**Total Part-time Cr Hr Fees:**		$304.00	$317.00	$317.00	$13.00	4.3%
14							
15	**Other Student Fees:**						
16	Graduate Fees:						
17	Full-time Grad/Prof	**	$1,080.00	$1,128.00	$1,128.00	$48.00	4.4%
18	Part-time Graduate/Hour	**	$54.00	$57.00	$57.00	$3.00	5.6%
19	Nonresident Tuition:						
20	Nonres Tuition	**	$11,800.00	$12,332.00	$12,332.00	$532.00	4.5%
21	Part-time Nonres Tuition	**	$190.00	$200.00	$200.00	$10.00	5.3%
22	Professional Fees:						
23	PharmD - Resident	**	$9,098.00	$9,460.00	$9,460.00	$362.00	4.0%
24	PharmD - Nonres	**	$13,630.00	$14,200.00	$14,200.00	$570.00	4.2%
25	Phys Therapy - Resident	**	$2,380.00	$2,640.00	$2,640.00	$260.00	10.9%
26	Phys Therapy - Nonres	**	$6,776.00	$7,516.00	$7,516.00	$740.00	10.9%
27	Occu Therapy - Resident	**	$1,960.00	$2,294.00	$2,294.00	$334.00	17.0%
28	Occu Therapy - Nonres	**	$6,776.00	$6,776.00	$6,776.00	$0.00	0.0%
29	Physician Assistant - Resident	**	$17,814.00	$18,528.00	$18,528.00	$714.00	4.0%
30	Physician Assistant - Nonres	**	$19,821.00	$20,613.00	$20,613.00	$792.00	4.0%
31	Nursing-BSN	**	$1,520.00 *	$1,672.00	$1,672.00	$152.00	10.0%
32	Nursing-MSN	**	$1,850.00	$2,034.00	$2,034.00	$184.00	9.9%
33	Nursing-PhD	**	$2,000.00	$2,040.00	$2,040.00	$40.00	2.0%
34	Nursing-DNP	**	$0.00	$3,656.00	$3,656.00	$3,656.00	New
33	Speech Language Path MS (Cr Hr)	**	$50.00	$50.00	$50.00	$0.00	0.0%
34	Speech Language Online PreProf (C	**	$196.00	$196.00	$196.00	$0.00	0.0%
35	Speech Language Online MS (Cr Hr	**	$424.00	$424.00	$424.00	$0.00	0.0%
36	Audiology AuD (Cr Hr)	**	$50.00	$50.00	$50.00	$0.00	0.0%
37	Dental Hygiene BS (Junior/Senior)	**	$556.00	$556.00	$556.00	$0.00	0.0%
38	Dental Hygiene MS-Didactic (Cr Hr)	**	$85.00 *	$85.00	$85.00	$0.00	0.0%
39	Dental Hygiene MS-Clinical (Cr Hr)	**	$337.00 *	$337.00	$337.00	$0.00	0.0%
40	Dental Hygiene MS-Thesis (Cr Hr)	**	$170.00 *	$170.00	$170.00	$0.00	0.0%
41	Counseling-Graduate	**	$900.00	$900.00	$900.00	$0.00	0.0%
42	Radiographic Science	**	$690.00	$800.00	$800.00	$110.00	15.9%
43	Clinical Lab Science	**	$940.00	$940.00	$940.00	$0.00	0.0%
44	Paramedic Science (Note A)	**	$1,300.00	$1,300.00	$1,300.00	$0.00	0.0%
45	Dietetics (currently a class fee)	**	$2,700.00	$2,700.00	$2,700.00	$0.00	0.0%
46	Social Work	**	$250.00	$250.00	$250.00	$0.00	0.0%
47	Athletic Training MS	**	$1,500.00	$1,500.00	$1,500.00	$0.00	0.0%
48	Idaho Dental Education (IDEP)		$24,260.00	$25,240.00	$24,254.00	($6.00)	0.0%
49	Other Fees:						
50	Western Undergrad Exchge	**	$3,035.00	$3,172.00	$3,172.00	$137.00	4.5%
51	In-service Fees/Cr Hr - Undergrad	**	$96.00	$101.00	$101.00	$5.00	5.2%
52	In-service Fees/Cr Hr - Grad	**	$115.00	$121.00	$121.00	$6.00	5.2%
53	New Student Orientation Fee	**	$100.00	$100.00	$100.00	$0.00	0.0%
53							
54							
55							
56							
57	Changes to Student Activity Fees:						
58	Full-time:						
59	Intramurals/Recreation/Locker		$86.50	$90.50	$90.50	$4.00	4.6%
60	Part-time:						
61	Intramurals/Recreation/Locker		$4.44	$4.67	$4.67	$0.23	5.2%
62							
63	Note A: Board approved professional fee June 2011						
64							
65	**The Full-time fee & Part-time credit hour fee are effective Fall Semester 2013.**						
66	**Summer session fees are at the Part-time fee rate - effective Summer 2014.**						
67							
68							
69	Student Health Insurance Premium		$1,850		$2,050		

IDAHO STATE UNIVERSITY

Potential Student Fee Revenue Changes for FY 14

Due to Enrollment and Fee Changes

		Projected HC/SCH Enrollment		otential Revenue Generated Due to Enrollment and Fee Change			
				Enrollment Changes		Fee Changes	
	Student Fees:	FY13	FY14	Gen Educ	Local	Gen Educ	Local
1	**Full-time Fees:**		-3.0%				
2	Tuition	8,600	8,340	($1,148,400)		$2,251,800	
3	Technology Fee	8,600	8,340		(43,400)		0
4	Facilities Fees	8,600	8,340		(132,600)		0
5	Student Activity Fees	8,600	8,340		(253,800)		33,400
6	**Total Full-time Fees**			($1,148,400)	($429,800)	$2,251,800	$33,400
7							
8	**Part-time Credit Hour Fees:**		0.0%				
9	Tuition	48,000	48,000	$0		$613,000	
10	Technology Fee	48,000	48,000		0		0
11	Facilities Fees	48,000	48,000		0		0
12	Student Activity Fees	48,000	48,000		0		11,000
13	**Total Part-time Cr Hr Fees:**			$0	$0	$613,000	$11,000
14							
15	**Other Student Fees:**						
16	Graduate Fees:						
17	Full-time Grad/Prof	816	816	$0		$39,200	
18	Part-time Graduate/Hour	6,543	6,543	0		19,600	
19	Nonresident Tuition:						
20	Nonres Tuition	500	500	0		$266,000	
21	Part-time Nonres Tuition	1,600	1,600	0		16,000	
22	Professional Fees:						
23	PharmD - Resident	265	265		0		95,900
24	PharmD - Nonres	15	15		0		8,600
25	Phys Therapy - Resident	63	56		(16,700)		14,600
26	Phys Therapy - Nonres	14	22		54,200		16,300
27	Occu Therapy - Resident	25	25		0		8,400
28	Occu Therapy - Nonres	3	3		0		0
29	Physician Assistant - Resident	100	110		178,100		78,500
30	Physician Assistant - Nonres	19	10		(178,400)		7,900
31	Nursing-BSN	237	218		(28,900)		33,100
32	Nursing-MSN	105	100		(9,300)		18,400
33	Nursing-PhD	0	6		12,000		200
34	Nursing-DNP	0	16		0		58,500
33	Speech Language Path MS (Cr Hr)	1,080	1,080		0		0
34	Speech Language Online PreProf ((	2,100	2,100		0		0
35	Speech Language Online MS (Cr H	1,155	1,155		0		0
36	Audiology AuD (Cr Hr)	182	182		0		0
37	Dental Hygiene BS (Junior/Senior)	60	60		0		0
38	Dental Hygiene MS-Didactic (Cr Hr)	208	208		0		0
39	Dental Hygiene MS-Clinical (Cr Hr)	23	23		0		0
40	Dental Hygiene MS-Thesis (Cr Hr)	15	15		0		0
41	Counseling-Graduate	60	60		0		0
42	Radiographic Science	36	36		0		4,000
43	Clinical Lab Science	26	26		0		0
44	Paramedic Science	20	20		0		0
45	Dietetics (currently a class fee)	17	17		0		0
46	Social Work	67	67		0		0
47	Social Work	67	67		0		0
48	Idaho Dental Education (IDEP)	8	8		0		0
49	Other Fees:						
50	Western Undergrad Exchge	78	128	151,800		17,500	
51	In-service Fees/Cr Hr - Undergrad	0	0	0		0	
52	In-service Fees/Cr Hr - Grad	6,600	6,600	0		39,600	
53	New Student Orientation Fee	2,600	2,600	0		0	
53	**Total Other Student Fees**			$151,800	$11,000	$397,900	$344,400
54							
55	**Total Additional Student Fee Revenue**			($996,600)	($418,800)	$3,262,700	$388,800
56							
57	Changes to Student Activity Fees:						
58	Full-time:						
59	Intramurals/Recreation/Locker	8,600	8,340		(22,500)		33,400
60	Part-time:						
61	Intramurals/Recreation/Locker	48,000	48,000		-		11,000

The Full-time fee & Part-time credit hour fee are effective Fall Semester 2013.
Summer session fees are at the Part-time fee rate - effective Summer 2014.

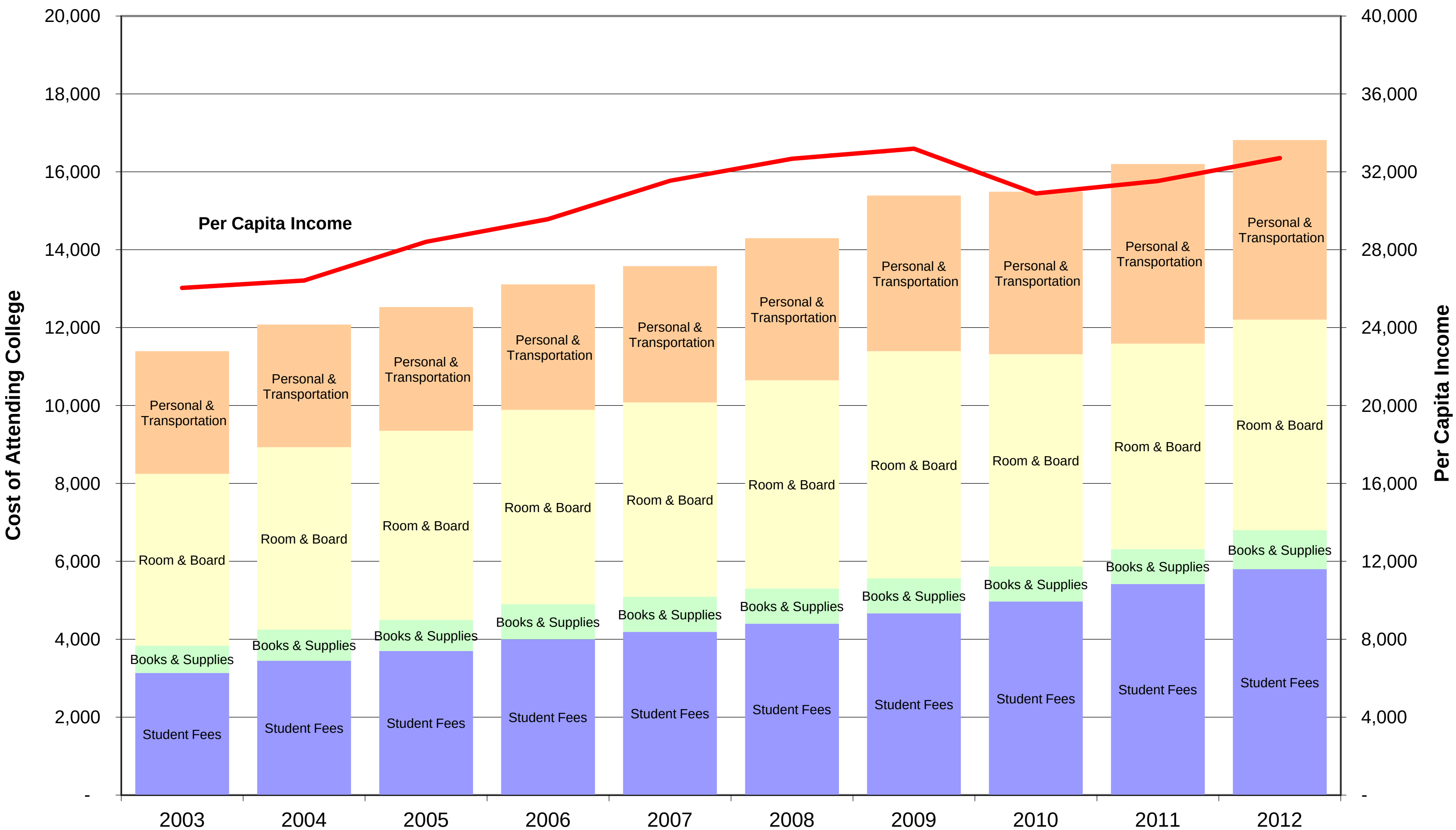
IDAHO STATE UNIVERSITY

4-year History of Board Approved Fees plus FY14 Requested Fees

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

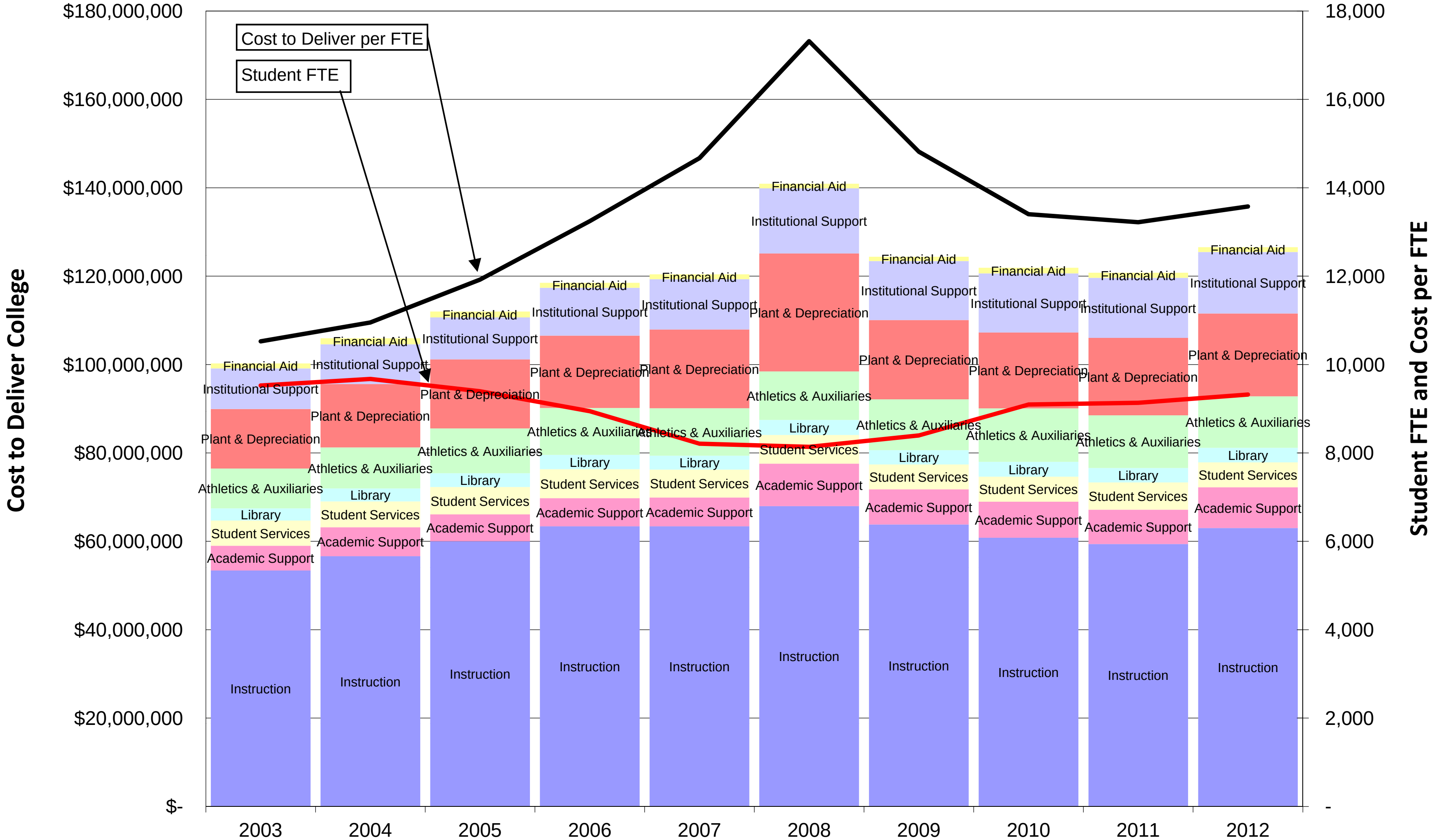
	Student Fees:	FY 2010	FY 2011	FY 2012	FY 2013	Request FY 2014	4-Year Increase	% Increase
1	**Full-time Fees**							
2	Tuition (Unrestricted)	$3,317.84	$3,799.52	$4,179.52	$4,417.02	$4,687.02	$1,369.18	41.27%
3	Technology Fee	166.80	166.80	166.80	166.80	166.80	0.00	0.00%
4	Facilities Fees	486.00	486.00	486.00	510.00	510.00	24.00	4.94%
5	Student Activity Fees	997.36	963.68	963.68	976.18	980.18	(17.18)	-1.72%
6	**Total Full-time Fees**	$4,968.00	$5,416.00	$5,796.00	$6,070.00	$6,344.00	$1,376.00	27.70%
7	Percentage Increase	6.5%	9.0%	7.0%	4.7%	4.5%		
8								
9	**Part-time Credit Hour Fees**							
10	Education Fee	$212.49	$231.45	$248.45	$256.19	$268.96	$56.47	26.58%
11	Technology Fee	6.15	6.15	6.15	6.15	6.15	0.00	0.00%
12	Facilities Fees	0.00	0.00	0.00	0.00	0.00	0.00	0.00%
13	Student Activity Fees	34.36	35.40	35.40	41.66	41.89	7.53	21.92%
14	**Total Part-time Cr Hr Fees**	$253.00	$273.00	$290.00	$304.00	$317.00	$64.00	25.30%
15								
16	**Other Student Fees**							
17	Graduate Fees:							
18	Full-time Grad/Prof	$880.00	$960.00	$1,028.00	$1,080.00	$1,128.00	$248.00	28.18%
19	Part-time Graduate/Hour	$44.00	$48.00	$52.00	$54.00	$57.00	$13.00	29.55%
20	Nonresident Tuition:							
21	Nonres Tuition	$9,802.00	$10,500.00	$11,236.00	$11,800.00	$12,332.00	$2,530.00	25.81%
22	Part-time Nonres Tuition	$140.00	$150.00	$161.00	$190.00	$200.00	$60.00	42.86%
23	Professional Fees:							
24	PharmD - Resident	$7,208.00	$7,858.00	$8,706.00	$9,098.00	$9,460.00	$2,252.00	31.24%
25	PharmD - Nonres	$11,364.00	$12,386.00	$13,234.00	$13,630.00	$14,200.00	$2,836.00	24.96%
26	Phys Therapy - Resident	$1,760.00	$1,960.00	$2,270.00	$2,380.00	$2,640.00	$880.00	50.00%
27	Phys Therapy - Nonres	$6,084.00	$6,776.00	$6,776.00	$6,776.00	$7,516.00	$1,432.00	23.54%
28	Occu Therapy - Resident	$1,760.00	$1,960.00	$1,960.00	$1,960.00	$2,294.00	$534.00	30.34%
29	Occu Therapy - Nonres	$6,084.00	$6,776.00	$6,776.00	$6,776.00	$6,776.00	$692.00	11.37%
30	Physician Assistant - Res	$17,814.00	$17,814.00	$17,814.00	$17,814.00	$18,528.00	$714.00	4.01%
31	Physician Assistant - Nonres	$19,821.00	$19,821.00	$19,821.00	$19,821.00	$20,613.00	$792.00	4.00%
32	Nursing-BSN	$1,200.00	$1,280.00	$1,520.00	$1,520.00	$1,672.00	$472.00	39.33%
33	Nursing-MSN	$1,540.00	$1,540.00	$1,850.00	$1,850.00	$2,034.00	$494.00	32.08%
34	Nursing-PhD	$0.00	$0.00	$0.00	$2,000.00	$2,040.00	$2,040.00	New
35	Nursing-DNP	$0.00	$0.00	$0.00	$0.00	$3,656.00	$3,656.00	New
36	Speech Language Path MS (Cr Hr)	$38.00	$40.00	$50.00	$50.00	$50.00	$12.00	31.58%
37	Speech Language Online PreProf (Cr	$185.00	$196.00	$196.00	$196.00	$196.00	$11.00	5.95%
38	Speech Language Online MS (Cr Hr)	$400.00	$424.00	$424.00	$424.00	$424.00	$24.00	6.00%
39	Audiology AuD (Cr Hr)	$38.00	$40.00	$50.00	$50.00	$50.00	$12.00	31.58%
40	Dental Hygiene BS (Junior/Senior)	$500.00	$530.00	$556.00	$556.00	$556.00	$56.00	11.20%
41	Dental Hygiene MS-Didactic (Cr Hr)	$80.00	$85.00	$85.00	$85.00	$85.00	$5.00	6.25%
42	Dental Hygiene MS-Clinical (Cr Hr)	$318.00	$337.00	$337.00	$337.00	$337.00	$19.00	5.97%
43	Dental Hygiene MS-Thesis (Cr Hr)	$160.00	$170.00	$170.00	$170.00	$170.00	$10.00	6.25%
44	Counseling-Graduate	$740.00	$790.00	$900.00	$900.00	$900.00	$160.00	21.62%
45	Radiographic Science	$700.00	$690.00	$690.00	$690.00	$800.00	$100.00	14.29%
46	Clinical Lab Science	$800.00	$848.00	$940.00	$940.00	$940.00	$140.00	17.50%
47	Paramedic Science	$0.00	$0.00	$1,300.00	$1,300.00	$1,300.00	New	New
48	Dietetics (currently a class fee)	$0.00	$0.00	$0.00	$2,700.00	$2,700.00	New	New
49	Social Work	$200.00	$250.00	$250.00	$250.00	$250.00	$50.00	25.00%
50	Athletic Training	$0.00	$0.00	$0.00	$1,500.00	$1,500.00	New	New
51	Idaho Dental Education (IDEP)	$20,444.00	$21,572.00	$22,462.00	$24,260.00	$24,254.00	$3,810.00	18.64%
52	Other Fees:							
53	Western Undergrad Exchge	$2,484.00	$2,708.00	$2,898.00	$3,035.00	$3,172.00	$688.00	27.70%
54	In-service Fees/Cr Hr - Undergrad	$83.00	$86.00	$92.00	$96.00	$101.00	$18.00	21.69%
55	In-service Fees/Cr Hr - Grad	$98.00	$101.00	$108.00	$115.00	$121.00	$23.00	23.47%
56	New Student Orientation Fee	$0.00	$0.00	$0.00	$100.00	$100.00	New	New

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

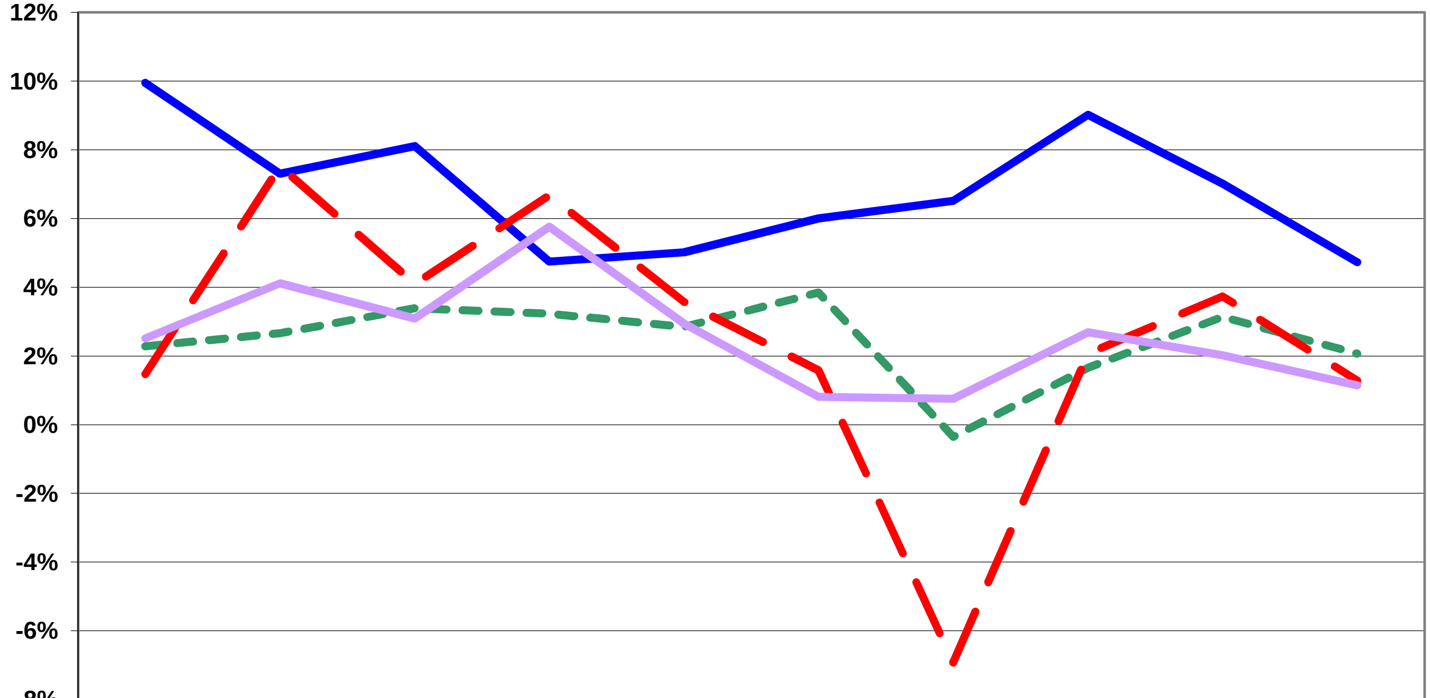


The Cost of Attendance includes the full tuition and does not reflect a student possibly receiving financial aid, scholarships, or discounts.

Cost to Deliver College
Idaho State University



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



	FY04	FY05	FY06	FY07	FY08	FY09	FY10	FY11	FY12	FY13
Resident Fees	9.95%	7.31%	8.11%	4.75%	5.01%	6.00%	6.52%	9.02%	7.02%	4.73%
Consumer Price Index	2.28%	2.66%	3.39%	3.23%	2.85%	3.84%	-0.36%	1.66%	3.14%	2.07%
Idaho Per Capita Income	1.47%	7.52%	4.10%	6.67%	3.57%	1.58%	-6.92%	2.06%	3.74%	1.28%
Idaho Average Annual Wage	2.51%	4.12%	3.09%	5.76%	2.94%	0.81%	0.76%	2.69%	2.02%	1.15%

Source: Idaho Commerce and Labor; Bureau of Economic Analysis, U.S. Department of Commerce; Divison of Finanical Management Economic Forecast, January 2013

Idaho State University
Fee Increase Range with Revenues

Full-time Undergraduate Resident and Nonresident Fee

Does not include revenue from projected enrollment changes

		Current	Request	%	
1		FY 2013	FY 2014	Increase	Change
2	**Resident**	$6,070.00	$6,344.00	4.51%	$274.00
3	**Nonresident**	$11,800.00	$12,332.00	4.51%	$532.00

4							
5		**Resident**			**Nonresident**		
6	%	Total	Change	Revenue	Total	Change	Revenue
7	1.00%	$6,132	$62	$517,100	$11,918	$118	$59,000
8	1.50%	$6,162	$92	$767,300	$11,978	$178	$89,000
9	2.00%	$6,192	$122	$1,017,500	$12,036	$236	$118,000
10	2.50%	$6,222	$152	$1,267,700	$12,096	$296	$148,000
11	3.00%	$6,254	$184	$1,534,600	$12,154	$354	$177,000
12	3.50%	$6,284	$214	$1,784,800	$12,214	$414	$207,000
13	4.00%	$6,314	$244	$2,035,000	$12,272	$472	$236,000
14	4.50%	$6,344	$274	$2,285,200	$12,332	$532	$266,000
15	5.00%	$6,374	$304	$2,535,400	$12,390	$590	$295,000
16	5.50%	$6,404	$334	$2,785,600	$12,450	$650	$325,000
17	6.00%	$6,436	$366	$3,052,400	$12,508	$708	$354,000
18	6.50%	$6,466	$396	$3,302,600	$12,568	$768	$384,000
19	7.00%	$6,496	$426	$3,552,800	$12,626	$826	$413,000
20	7.50%	$6,526	$456	$3,803,000	$12,686	$886	$443,000
21	8.00%	$6,556	$486	$4,053,200	$12,744	$944	$472,000
22	8.50%	$6,586	$516	$4,303,400	$12,804	$1,004	$502,000
23	9.00%	$6,618	$548	$4,570,300	$12,862	$1,062	$531,000
24	9.50%	$6,648	$578	$4,820,500	$12,922	$1,122	$561,000
25	10.00%	$6,678	$608	$5,070,700	$12,980	$1,180	$590,000

The Proposed 2012-13 NSO Program:

- Will expand to four days beginning on Wednesday when students check into the residence halls. [There is no additional charge to residential students for checking in on Wednesday rather than Thursday.]
- Thursday's programming will focus on student health and wellness, safety, career planning, engagement and diversity.
- Friday's programming is devoted to academic success (academic advising, study habits, test taking skills, taking notes, resources and support).
- Saturday will include community building programs such as a community service program.
- Sunday will host the traditional campus tours and the Walk through the Arch Program.
- Special programs for non-traditional students and families will be offered.
- New Student Programs will offer a variety of continuous, sustained programming throughout the freshman year.

NEW STUDENT ORIENTATION FY2014 BUDGET GENERAL OPERATIONS DETAILS	FY2014 BUDGET Proposed	Notes
EXPENSE		
CAPITAL OUTLAY	0	
COMMUNICATIONS		
Online Orientation Maintenance	2,000	
ITS	2,000	
Postage	2,400	
Telephone/Cell Phone	2,600	
Office & Dept Supplies		
Equipment and Repairs	3,000	
Office & General Supplies	1,120	
Printing/Copy/Mailers	4,500	
CIRP Survey	2,400	
STAFF DEVELOPMENT/TRAINING	3,000	
TRAVEL-PROFESSIONAL	6,500	
ORIENTATION SUPPLIES		
Meals and Refreshments	39,000	4 days meals & refreshments
Program Materials and Services	34,000	Promotional items, bands, entertainment, etc.
OUTREACH CENTER NSO PROGRAMS		
Idaho Falls	5,500	Refreshments and Promotional Items
Meridian	2,500	Refreshments and Promotional Items
Twin Falls	1,500	Refreshments and Promotional Items
ADMIN EXPENSES(ISU)/FINANCE CHARGE (ID)		
ISU Finance Charges	5,284	
State of Idaho Charges	460	
Transfers Out	0	
Contingency - unexpected expenses	3,540	
SUBTOTAL	121,304	
FULL TIME SALARIES		
PROFESSIONAL	60,000	
CLASSIFIED		
Orientation, Leadership & Service	3,339	inc by 2%
FULL TIME BENEFITS	23,326	
Orientation, Leadership & Service		
SUBTOTAL	86,666	
PART TIME SALARIES		
Orientation, Leadership & Service	48,000	30 team members @ $1,000 6 Coordinators @ $3,000
PART TIME BENEFITS		
Orientation, Leadership & Service	4,031	
SUBTOTAL	52,031	
TOTAL EXPENSE	**260,000**	
INCOME		
NEW STUDENT ORIENTATION FEE	260,000	
Encumbered	0	
TOTAL INCOME	**260,000**	
Difference	0	

EASTERN IDAHO TECHNICAL COLLEGE

FY 2014 STUDENT FEE INFORMATION

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Eastern Idaho Technical College
Student Fee Hearing Summary

The proposed fee increase is targeted exclusively to offset the rising costs of technology at the College. As indicated on the fee structure breakdown, all of the increase is directed to this area. A major portion of the increase offsets an annual increase in expenses associated with Colleague software, the costs of which have risen over 7% annually. Another significant part of the increase is directed at replacement costs for hardware associated with the Blackboard learning management system. In FY 2013 the State Board of Education provided a $14,000 grant to EITC for purchase of additional hardware to support Blackboard. Funding needs to be developed and set aside for eventual replacement of this hardware in future years as it reaches end of life. At the larger colleges these costs are diluted over a much larger student population. At EITC, they must be absorbed by fewer students.

EASTERN IDAHO TECHNICAL COLLEGE

Changes to Student Fees for FY 2014

Annual Full-Time Fees and Part-Time Credit Hour Fees

Annual Fees	Bd Appv	FY13 Fees	FY14 Initial Notice	Requested FY14 Fees	Requested Change	Requested % Chg.
Full-time Fees:						
Vocational Education Fee	**	$1,440.00	$1,440.00	$1,440.00	$0.00	0.0%
Technology Fee	**	144.00	244.00	244.00	100.00	69.4%
Student Activity Fees 1)	**	438.00	438.00	438.00	0.00	0.0%
Total Full-time Fees		$2,022.00	$2,122.00	$2,122.00	$100.00	4.9%
Part-time Credit Hour Fees:						
Education Fee	**	$92.00	$96.50	$96.50	$4.50	4.9%
Total Part-time Cr Hr Fees:		$92.00	$96.50	$96.50	$4.50	4.9%
Additional Nonresident Tuition:						
Full-time Nonresident Tuition	**	$5,386.00	$5,650.00	$5,650.00	$264.00	4.9%
Part-time Nonresident Tuition/Cr	**	$92.00	$96.50	$96.50	$4.50	4.9%
1) Changes to Student Activity Fees:						
Full-time:						
Bookstore		$0.00	$0.00	$0.00	$0.00	0.0%
Institutional Development		$20.00	$20.00	$20.00	$0.00	0.0%
Library		$158.00	$158.00	$158.00	$0.00	0.0%
Parking		$30.00	$30.00	$30.00	$0.00	0.0%
Registration		$98.00	$98.00	$98.00	$0.00	0.0%
Scholarship		$62.00	$62.00	$62.00	$0.00	0.0%
Student Body		$50.00	$50.00	$50.00	$0.00	0.0%
Student Union		$20.00	$20.00	$20.00	$0.00	0.0%
Total		$438.00	$438.00	$438.00	$0.00	0.0%

EASTERN IDAHO TECHNICAL COLLEGE

Potential Student Fee Revenue Changes for FY 2014

Due to Enrollment and Fee Changes

		Projected HC/SCH Enrollmt		Potential Revenue Generated Due to Enrollment and Fee Changes			
				Enrollment Changes		Fee Changes	
	Annual Fees	FY13	FY14	Gen Educ	Local	Gen Educ	Local
1	**Full-time Fees:**						
2	Vocational Education Fee	314	314	$0		$0	
3	Technology Fee	314	314		$0		$31,400
4	Student Activity Fees 1)	314	314		$0		$0
5	**Total Full-time Fees**			$0	$0	$0	$31,400
6							
7	**Part-time Credit Hour Fees:**						
8	Education Fee	5,396	5,396			$24,300	
9	**Total Part-time Cr Hr Fees:**			$0	$0	$24,300	$0
10							
11	**Other Student Fees:**						
12	Full-time Nonresident Tuition	10	10			$2,600	
13	Part-time Nonresident Tuition/Cr	0	0			$0	
14	**Total Other Student Fees**			$0	$0	$2,600	$0
15							
16	**Total Additional Student Fee Revenue**			$0	$0	$26,900	$31,400
17							
18							
19	1 Changes to Student Activity Fees:						
20	Full-time:						
21	Bookstore	561	561		$0		$0
22	Institutional Development	561	561		$0		$0
23	Library	561	561		$0		$0
24	Parking	561	561		$0		$0
25	Registration	561	561		$0		$0
26	Scholarship	561	561		$0		$0
27	Student Body	561	561		$0		$0
28	Student Union	561	561		$0		$0
29	Total			$0	$0	$0	$0

EASTERN IDAHO TECHNICAL COLLEGE

4-year History of Board Approved Fees plus FY14 Requested Fees

Annual Full-Time Fees and Part-Time Credit Hour Fees

	Annual Fees	FY 2010	FY 2011	FY 2012	FY 2013	Request FY 2014	4-Year Increase	% Increase
1	**Full-time Fees:**							
2	Vocational Education Fee	$1,236.00	$1,326.00	$1,350.00	$1,440.00	$1,440.00	$204.00	16.50%
3	Technology Fee	76.00	76.00	144.00	144.00	244.00	168.00	221.05%
4	Student Activity Fees 1)	438.00	438.00	438.00	438.00	438.00	-	0.00%
5	**Total Full-time Fees**	$1,750.00	$1,840.00	$1,932.00	$2,022.00	$2,122.00	$372.00	21.26%
6	Percentage Increase	5.0%	5.1%	5.0%	4.7%	4.9%		
7								
8	**Part-time Credit Hour Fees:**							
9	Education Fee	$84.00	$86.00	$90.00	$92.00	$96.50	$12.50	14.88%
10	**Total Part-time Cr Hr Fees:**	$84.00	$86.00	$90.00	$92.00	$96.50	$12.50	14.88%
11								
12	**Additional Nonresident Tuition:**							
13	Full-time Nonresident Tuition	$4,664.00	$4,900.00	$5,146.00	$5,146.00	$5,650.00	$986.00	21.14%
14	Part-time Nonresident Tuition/Cr	$84.00	$86.00	$90.00	$90.00	$96.50	$12.50	14.88%

Eastern Idaho Technical College
Fee Increase Range with Revenues

Full-time Undergraduate Resident and Nonresident Fee

Does not include revenue from projected enrollment changes

		Current	Request	%	
1		FY 2013	FY 2014	Increase	Change
2	**Resident**	$2,022.00	$2,122.00	4.95%	$100.00
3	**Nonresident**	$5,386.00	$5,650.00	4.90%	$264.00
4					

5		**Resident**			**Nonresident**		
6	%	Total	Change	Revenue	Total	Change	Revenue
7	1.00%	$2,044	$22	$6,900	$5,440	$54	$500
8	1.50%	$2,054	$32	$10,000	$5,468	$82	$800
9	2.00%	$2,064	$42	$13,200	$5,494	$108	$1,100
10	2.50%	$2,074	$52	$16,300	$5,522	$136	$1,400
11	3.00%	$2,084	$62	$19,500	$5,548	$162	$1,600
12	3.50%	$2,094	$72	$22,600	$5,576	$190	$1,900
13	4.00%	$2,104	$82	$25,700	$5,602	$216	$2,200
14	4.50%	$2,114	$92	$28,900	$5,630	$244	$2,400
15	5.00%	$2,124	$102	$32,000	$5,656	$270	$2,700
16	5.50%	$2,134	$112	$35,200	$5,684	$298	$3,000
17	6.00%	$2,144	$122	$38,300	$5,710	$324	$3,200
18	6.50%	$2,154	$132	$41,400	$5,738	$352	$3,500
19	7.00%	$2,164	$142	$44,600	$5,764	$378	$3,800
20	7.50%	$2,174	$152	$47,700	$5,790	$404	$4,000
21	8.00%	$2,184	$162	$50,900	$5,818	$432	$4,300
22	8.50%	$2,194	$172	$54,000	$5,844	$458	$4,600
23	9.50%	$2,216	$194	$60,900	$5,898	$512	$5,100
24	10.00%	$2,226	$204	$64,100	$5,926	$540	$5,400

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LEWIS-CLARK STATE COLLEGE

FY 2014 STUDENT FEE INFORMATION

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Lewis-Clark State College
Student Fee Proposal

Proposed Changes to Student Fees

Lewis-Clark State College (LCSC) requests approval from the State Board to increase student fees by 4.0% to sustain operations in FY2014.

The intent of the requested fee increase is to offset a (small) portion of the negative impacts which will result from the Legislature's austere FY2014 budget for LCSC, while trying to cushion the impact of tuition costs on access for our students and their families with limited economic means. LCSC's requested 4.0% fee increase for FY2014 matches the small increase approved by the Board for LCSC last year in FY2013, equaling the lowest increase requested (or approved) by the Board for any four-year institution going back at least to FY2001.

General Fund support for critical Maintenance of Current Operation (MCO) items (inflation and capital/equipment replacement) was not provided in the Legislature's FY2014 appropriation, nor was support provided for Change in Employee Compensation (CEC) or LCSC's single line item request ("Complete College Idaho"). The appropriation bill allocates $74,000 of the total FY2014 employee benefit cost increase to student funds, while covering only $90,800 in new General Fund dollars to cover the total benefit cost increase.

LCSC is thankful for the receipt of $589,400 for Enrollment Workload Adjustment (EWA), but these funds—which by design cover only a fraction of the actual cost of delivering additional credit hours—are needed to help sustain our current operational tempo. These EWA dollars account for virtually the entire 5% "increase" cited for LCSC's FY2014 General Fund base budget over FY2013. No relief in FY2014 was provided to recoup previous years' backlog of earned but unfunded EWA (subsumed within the Board's equity line item request), to support the Board's system-wide CCI request, or to fund the Performance-Based Funding Initiative (PBFI). LCSC received no new occupancy cost funding for FY2014 or funding for miscellaneous research or health-related programs. Generous funding in FY2014 for Permanent Building Fund (PBF) alteration & repair projects hopefully will help us to insulate students from having to bear increased costs associated with ongoing and deferred maintenance.

The predicted additional revenues generated by the requested 4% student fee increase are estimated to be $600,000 dollars, assuming that there is no decrease in student enrollment for the upcoming academic year (which, in terms of fee-paying FTE students, would actually be modest increase over this past year's pattern, which was adversely impacted by changes in federal financial aid rules and disbursements). If the predicted additional $600K were to materialize, the funds would be fully absorbed by several high priority initiatives (described below), and the College will once again be forced to defer expenditures or draw upon reserves and/or external funds to address a limited number of the unfunded items listed in LCSC's FY2014 budget request.

LCSC's student senate passed a resolution supportive of the Administration's request to increase fees, and asked that a portion of the generated funds be used to support scholarships and faculty/staff compensation. To meet these student requests, half of the projected $600K resulting from increased fees ($300K) will be used to expand scholarships, and approximately $74,000 will be used to cover the Legislature-assigned student share of increased employee benefit costs.

The net impact of LCSC's 4.0% student fee increase would be an increase of $222 per year ($111 per semester), increasing annual tuition from $5,562 to $5,784. The increased tuition rate remains well below LCSC's peers and below the WICHE median. The proposed FY2014 fee schedule includes a slight shift in student activity fees ($2 from non-curricular activity support redirected toward scholarships) with no net change in total activity costs to students. Part of the increase in the tuition portion of fees will be offset by our planned elimination of LCSC's application fee, orientation fee, and graduation fee, as part of our CCI/60% strategy—this will eliminate approximately $100 in administrative costs for our students and help increase access, student success, and graduation rates. LCSC continues to work hard to keep other student costs affordable (student parking pass costs $5 per year, we are freezing residential housing costs with housing options as low as $2,560 per year, and avoiding professional fees).

<u>Response to Board Staff Question</u>: *"Identify and prioritize specific areas in which revenue from your requested tuition & fee increase will be used."*

- Of the projected $600,000 in new revenue generated by the increase, the following high priority allocations are planned:
    - $74,000 to cover the mandatory employee benefit cost increase placed on student funds by the Legislature.
    - $300,000 to increase scholarships for students.
    - $76,000 to offset/eliminate general administrative fees (application fee, orientation fee, graduation fee).
    - $150,000 to cover $250K in unfunded FY2014 inflation costs, leaving $100K unfunded.

<u>Response to Board Staff Question</u>: "*How will fees address improving access, i.e., scholarship opportunities, grants, work/study, etc.?"*

- A primary focus of the request is to preserve access, as noted above, with half of the projected new revenues ($300K) going to increase scholarships. In parallel with this student fee request, a number of LCSC initiatives to improve externally-funded scholarships and grants are also underway, as well as a project to expand student work opportunities (in conjunction with an Albertson Foundation grant).

The intent of setting the fee increase at only 4% was to cover a handful of "must pay" costs to help sustain <u>access</u> and <u>current</u> programs—they are not being used to expand the number or size of instructional programs, increase the rate of facilities upgrades, or deal with pressing faculty/staff salary needs (significant pay gaps with peers and compression issues.)

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LEWIS-CLARK STATE COLLEGE

Changes to Student Fees for FY 2014

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

Student Fees:	Bd Appv	FY13 Fees	FY14 Initial Notice	Requested FY14 Fees	Requested Change	Requested % Chg.
Full-time Fees:						
Tuition Fee	**	$4,338.00	$4,618.00	$4,560.00	$222.00	5.1%
Technology Fee	**	70.00	70.00	70.00	0.00	0.0%
Facilities Fees	**	468.00	468.00	468.00	0.00	0.0%
Student Activity Fees	**	686.00	686.00	686.00	0.00	0.0%
Total Full-time Fees		$5,562.00	$5,842.00	$5,784.00	$222.00	4.0%
Part-time Credit Hour Fees:						
Education Fee	**	$240.00	$255.00	$251.00	$11.00	4.6%
Technology Fee	**	4.25	4.25	4.25	0.00	0.0%
Facilities Fees	**	13.75	13.75	13.75	0.00	0.0%
Student Activity Fees	**	27.00	27.00	27.00	0.00	0.0%
Total Part-time Cr Hr Fees		$285.00	$300.00	$296.00	$11.00	3.9%
Summer Fees: (eff. Summer 2015)						
Education Fee	**	$190.65	$201.45	$200.00	$9.35	4.9%
Technology Fee	**	4.25	4.25	4.25	0.00	0.0%
Facilities Fees	**	13.75	13.75	13.75	0.00	0.0%
Student Activity Fees	**	76.35	80.55	78.00	1.65	2.2%
Total Summer Cr Hr Fees		$285.00	$300.00	$296.00	$11.00	3.9%
Other Student Fees:						
Nonresident Tuition:						
Nonres Tuition	**	$9,914.00	$10,410.00	$10,312.00	$398.00	4.0%
Nonres Tuition-Asotin County	**	$3,168.00	$3,168.00	$3,168.00	$0.00	0.0%
Professional Fees:						
None						
Other Fees:						
Western Undergrad Exchge	**	$2,781.00	$2,921.00	$2,892.00	$111.00	4.0%
In-service Fees/Cr Hr - Undergrad	**	$96.00	$92.00	$101.00	$5.00	5.2%
Overload (20 cr. or more)	**	$285.00	$300.00	$296.00	$11.00	3.9%
Change to Student Activity Fees:						
Full-time:						
Non-Curricular Activities		$2.00	$0.00	$0.00	($2.00)	-100.0%
Scholarships		$22.50	$0.00	$24.50	$2.00	8.9%

Full-time fees & Part-time credit hour fees are effective Fall Semester 2013.
Summer credit hour fees are effective Summer 2014.

	FY13 Fees	FY14 Initial Notice
Student Health Insurance Premium	$1,701	$1,960

LEWIS-CLARK STATE COLLEGE

Potential Student Fee Revenue Changes for FY 14

Due to Enrollment and Fee Changes

		Projected		otential Revenue Generated Due to Enrollment and Fee Change			
		HC/SCH Enrollmt		Enrollment Changes		Fee Changes	
	Student Fees:	FY13	FY14	Gen Educ	Local	Gen Educ	Local
1	**Full-time Fees:**		0.0%				
2	Matriculation Fee	2,247	2,247	$0		$496,500	
3	Technology Fee	2,247	2,247		0		0
4	Facilities Fees	2,247	2,247		0		0
5	Student Activity Fees	2,247	2,247		0		0
6	**Total Full-time Fees**			$0	$0	$496,500	$0
7							
8	**Part-time Credit Hour Fees:**		0.0%				
9	Education Fee	4,905	4,905	$0		$54,000	
10	Technology Fee	4,905	4,905		0		0
11	Facilities Fees	4,905	4,905		0		0
12	Student Activity Fees	4,905	4,905		0		0
13	**Total Part-time Cr Hr Fees:**			$0	$0	$54,000	$0
14							
15	**Summer Credit Hour Fees:**		0.0%				
16	Education Fee	2,100	2,100	$0		$18,800	
17	Technology Fee	2,100	2,100		0		0
18	Facilities Fees	2,100	2,100		0		0
19	Student Activity Fees	2,100	2,100		0		3,500
20	**Total Summer Cr Hr Fees**			$0	$0	$18,800	$3,500
21							
22	**Other Student Fees:**						
23	Nonresident Tuition:						
24	Nonres Tuition	60	60	$0		$24,000	
25	Nonres Tuition-Asotin County	65	65	0		0	
26	Professional Fees:						
27	None						
28	Other Fees:						
29	Western Undergrad Exchge	60	60	0		6,700	
30	In-service Fees/Cr Hr - Undergrad			0		0	
31	Overload (20 cr. or more)			0		0	
32	**Total Other Student Fees**			$0	$0	$30,700	$0
33							
34	**Total Additional Student Fee Revenue**			$0	$0	$600,000	$3,500
35							
36							
37	<u>Change to Student Activity Fees:</u>						
38	Full-time:						
39	Non-Curricular Activities	2,247	2,247		-		($9,000)
40	Scholarships	2,247	2,247		-		$9,000
41							
42	**Full-time fees & Part-time credit hour fees are effective Fall Semester 2013.**						
43	**Summer credit hour fees are effective Summer 2014.**						
44							
45							
46							

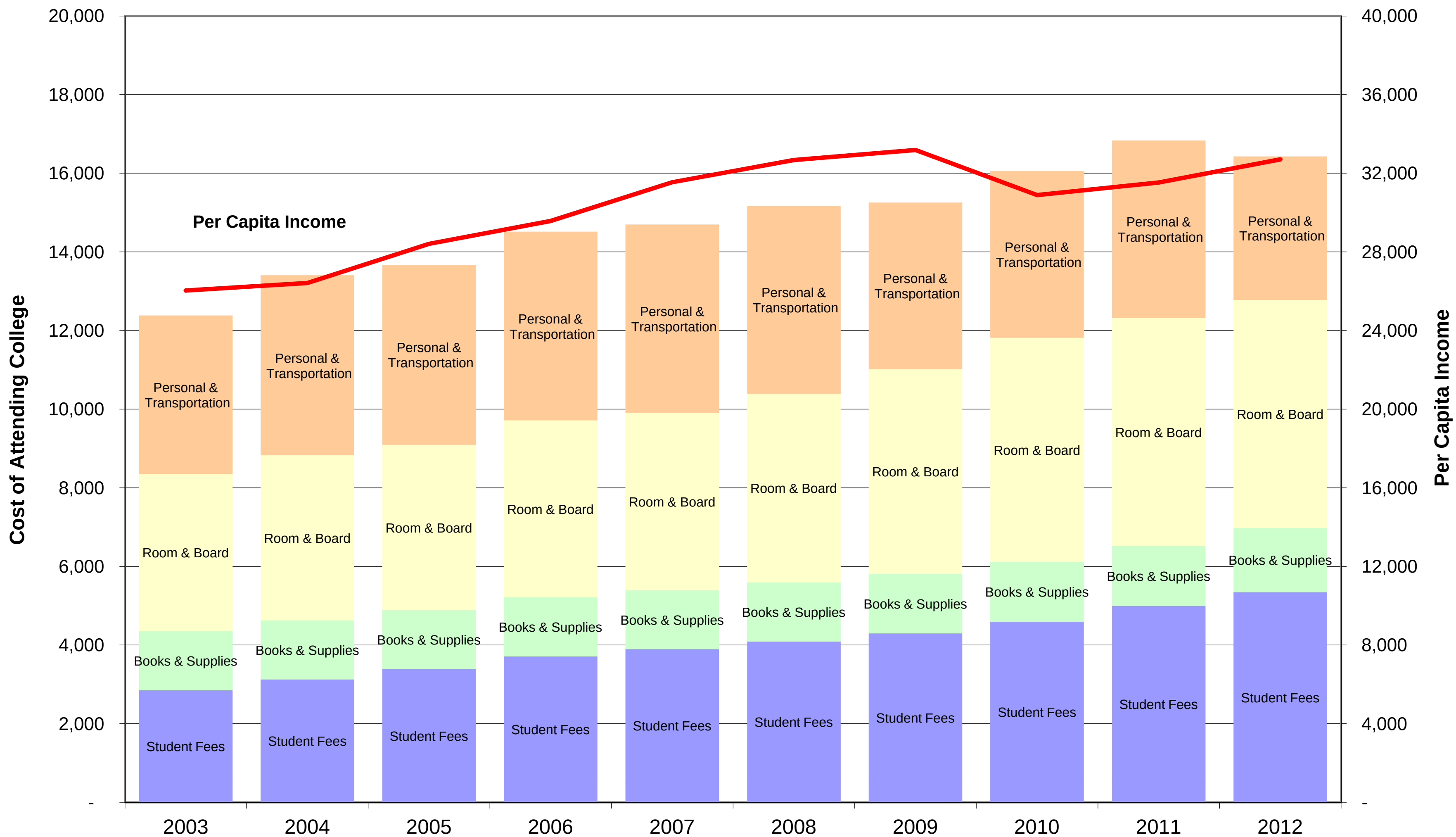
LEWIS-CLARK STATE COLLEGE

4-year History of Board Approved Fees plus FY14 Requested Fees

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

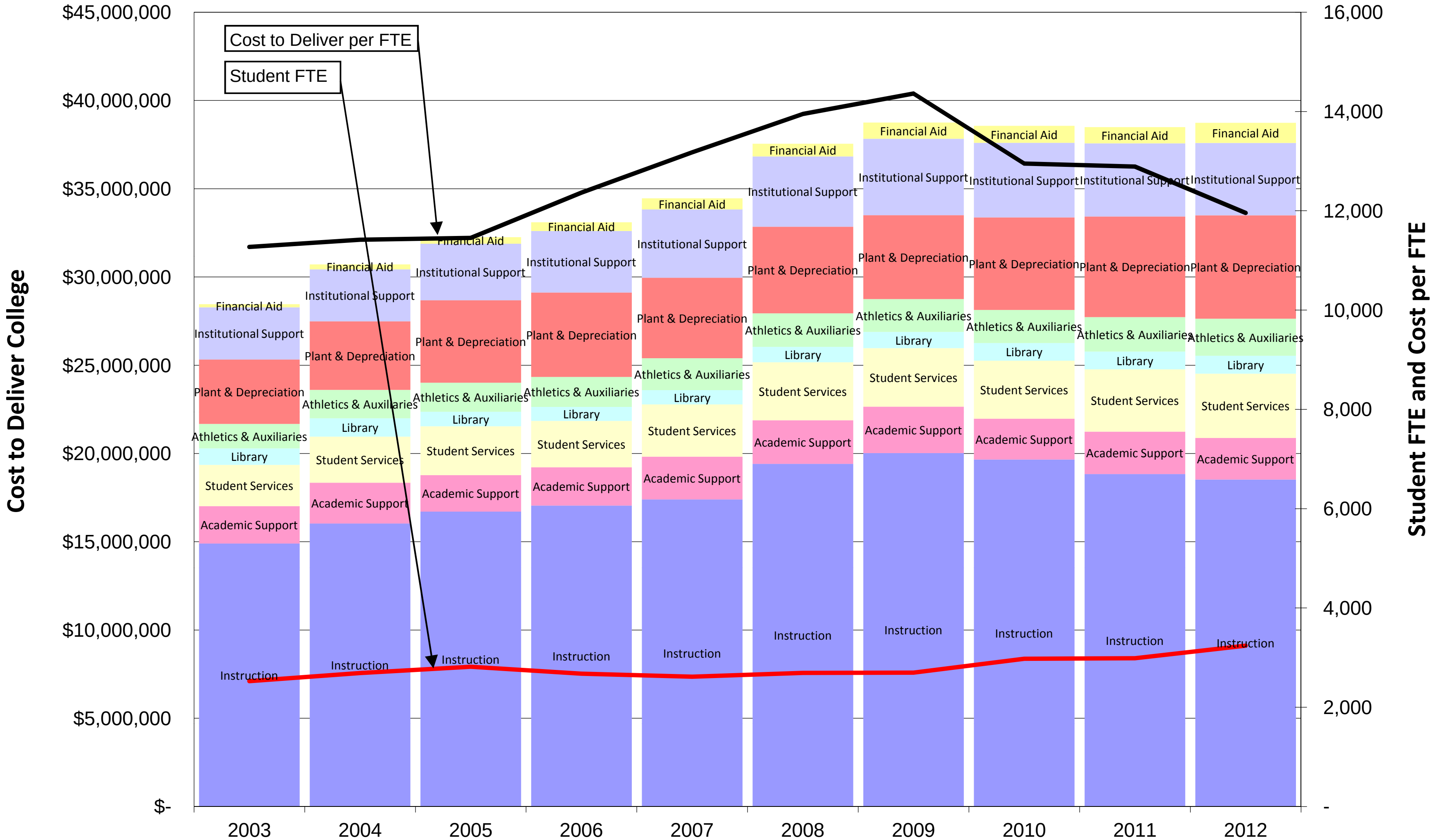
	Student Fees:	FY 2010	FY 2011	FY 2012	FY 2013	Request FY 2014	4-Year Increase	% Increase
1	**Full-time Fees**							
2	Tuition (Unrestricted)	$ 3,392.00	$ 3,794.00	$ 4,144.00	$ 4,338.00	$ 4,560.00	$1,168.00	34.4%
3	Technology Fee	70.00	70.00	70.00	70.00	70.00	-	0.0%
4	Facilities Fees	468.00	468.00	468.00	468.00	468.00	-	0.0%
5	Student Activity Fees	666.00	666.00	666.00	686.00	686.00	20.00	3.0%
6	**Total Full-time Fees**	$ 4,596.00	$ 4,998.00	$ 5,348.00	$ 5,562.00	$ 5,784.00	$1,188.00	25.8%
7	Percentage Increase	7.0%	8.7%	7.0%	4.0%	4.0%		
8								
9	**Part-time Credit Hour Fees**							
10	Education Fee	$ 189.00	$ 210.00	$ 228.00	$ 240.00	$ 251.00	$ 62.00	32.8%
11	Technology Fee	4.25	4.25	4.25	4.25	4.25	-	0.0%
12	Facilities Fees	13.75	13.75	13.75	13.75	13.75	-	0.0%
13	Student Activity Fees	27.00	27.00	27.00	27.00	27.00	-	0.0%
14	**Total Part-time Cr Hr Fees**	$ 234.00	$ 255.00	$ 273.00	$ 285.00	$ 296.00	$ 62.00	26.5%
15								
16	**Summer Credit Hour Fees**							
17	Education Fee	$ 145.72	$ 162.99	$ 180.99	$ 190.65	$ 200.00	$ 54.28	37.2%
18	Technology Fee	4.25	4.25	4.25	4.25	4.25	-	0.0%
19	Facilities Fees	13.75	13.75	13.75	13.75	13.75	-	0.0%
20	Student Activity Fees	70.28	74.01	74.01	76.35	78.00	7.72	11.0%
21	**Total Summer Cr Hr Fees**	$ 234.00	$ 255.00	$ 273.00	$ 285.00	$ 296.00	$ 62.00	26.5%
22								
23	**Other Student Fees**							
24	Nonresident Tuition:							
25	Nonres Tuition	$ 8,190.00	$ 8,908.00	$ 9,532.00	$ 9,914.00	$10,312.00	$2,122.00	25.9%
26	Nonres Tuition-Asotin County	$ 3,168.00	$ 3,168.00	$ 3,168.00	$ 3,168.00	$ 3,168.00	$ -	0.0%
27	Other Fees:							
28	Western Undergrad Exchge	$ 2,298.00	$ 2,499.00	$ 2,674.00	$ 2,781.00	$ 2,892.00	$ 594.00	25.8%
29	In-service Fees/Cr Hr - Undergrad	$ 83.00	$ 87.00	$ 92.00	$ 96.00	$ 101.00	$ 18.00	21.7%
30	Overload (20 cr. or more)	$ 234.00	$ 255.00	$ 273.00	$ 285.00	$ 296.00	$ 62.00	26.5%

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

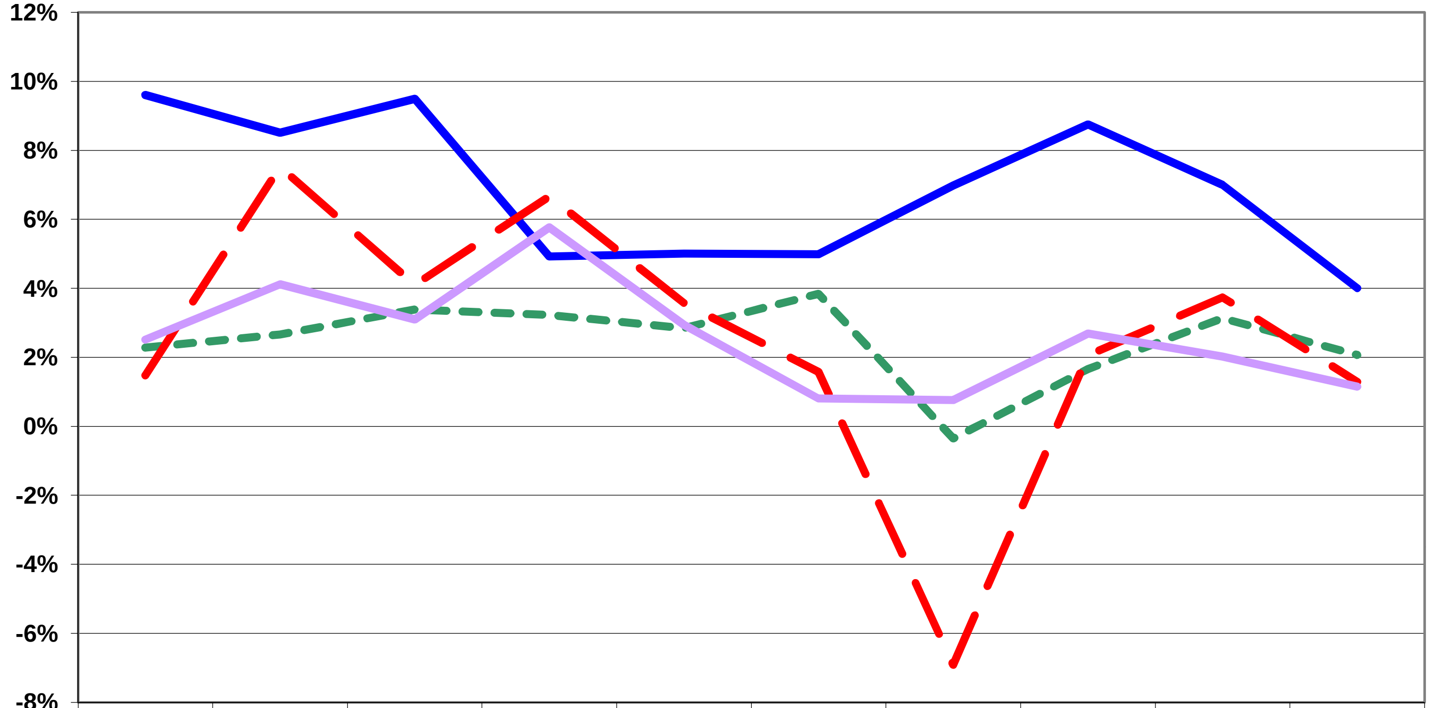


The Cost of Attendance includes the full tuition and does not reflect a student possibly receiving financial aid, scholarships, or discounts.

Cost to Deliver College
Lewis-Clark State College



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



	FY04	FY05	FY06	FY07	FY08	FY09	FY10	FY11	FY12	FY13
Resident Fees	9.61%	8.51%	9.49%	4.93%	5.00%	4.99%	6.98%	8.75%	7.00%	4.00%
Consumer Price Index	2.28%	2.66%	3.39%	3.23%	2.85%	3.84%	-0.36%	1.66%	3.14%	2.07%
Idaho Per Capita Income	1.47%	7.52%	4.10%	6.67%	3.57%	1.58%	-6.92%	2.06%	3.74%	1.28%
Idaho Average Annual Wage	2.51%	4.12%	3.09%	5.76%	2.94%	0.81%	0.76%	2.69%	2.02%	1.15%

Source: Idaho Commerce and Labor; Bureau of Economic Analysis, U.S. Department of Commerce; Divison of Finanical Management Economic Forecast, January 2013

Lewis-Clark State College
Fee Increase Range with Revenues

Full-time Undergraduate Resident and Nonresident Fee

Does not include revenue from projected enrollment changes

		Current	Request	%	
1		FY 2013	FY 2014	Increase	Change
2	**Resident**	$5,562.00	$5,784.00	3.99%	$222.00
3	**Nonresident**	$9,914.00	$10,312.00	4.01%	$398.00
4					

5		**Resident**			**Nonresident**		
6	%	Total	Change	Revenue	Total	Change	Revenue
7	1.00%	$5,618	$56	$125,800	$10,014	$100	$6,000
8	1.50%	$5,646	$84	$188,700	$10,064	$150	$9,000
9	2.00%	$5,674	$112	$251,700	$10,114	$200	$12,000
10	2.50%	$5,702	$140	$314,600	$10,162	$248	$14,900
11	3.00%	$5,730	$168	$377,500	$10,212	$298	$17,900
12	3.50%	$5,758	$196	$440,400	$10,262	$348	$20,900
13	4.00%	$5,786	$224	$503,300	$10,312	$398	$23,900
14	4.50%	$5,814	$252	$566,200	$10,362	$448	$26,900
15	5.00%	$5,842	$280	$629,200	$10,410	$496	$29,800
16	5.50%	$5,868	$306	$687,600	$10,460	$546	$32,800
17	6.00%	$5,896	$334	$750,500	$10,510	$596	$35,800
18	6.50%	$5,924	$362	$813,400	$10,560	$646	$38,800
19	7.00%	$5,952	$390	$876,300	$10,608	$694	$41,600
20	7.50%	$5,980	$418	$939,200	$10,658	$744	$44,600
21	8.00%	$6,008	$446	$1,002,200	$10,708	$794	$47,600
22	8.50%	$6,036	$474	$1,065,100	$10,758	$844	$50,600
23	9.50%	$6,092	$530	$1,190,900	$10,856	$942	$56,500
24	10.00%	$6,120	$558	$1,253,800	$10,906	$992	$59,500

SUBJECT

Institution Business Enterprises

REFERENCE

February 2013	ISU Foundation proposed the formation of Bengal Pharmacy LLC

APPLICABLE STATUTES, RULE OR POLICY

Idaho State Board of Education Governing Policies & Procedures, Sections V.E.2. and I.J.1.a

BACKGROUND / DISCUSSION

At the February 2013 regular meeting the Board heard a presentation from the Idaho State University (ISU) Foundation on the formation a “Bengal Pharmacy” as a limited liability company. The pharmacy would provide clerkship opportunities for the College of Pharmacy’s Pharm.D. students. In addition, the enterprise would likely be a profit center which would augment funding the Foundation can provide in support of ISU and its students.

Board members expressed several concerns about the venture. First, some members were concerned the pharmacy would compete with pharmacies in the private sector in violation of Board policy. The proposal was distinguished from the incubation of a product, service or process between an institution and private parties versus the formation of a for-profit business by an institution’s foundation. ISU’s response was that it already “operates a number of healthcare-related clinics, each of which utilizes ISU students in providing services to the public and each of which competes with local providers of these services …. The only real difference between the Bengal Pharmacy proposal and the existing clinics is that … the pharmacy [would] operate as an LLC under the ISU Foundation.” Second, there were questions about the proposal’s startup capital. Finally, Board members expressed concern about the University’s potential exposure to liability under the Foundation’s proposal.

IMPACT

Board member Terrell requested the proposals be referred to the Business Affairs and Human Resources (BAHR) committee for review, including what other peer institutions have done with similar situations, to develop a recommendation on whether to accept or decline ISU’s recommendation for the pharmacy. The BAHR Committee met following the February meeting and determined a work session at the regular April meeting would be appropriate in order to give the Board an opportunity to review the ISU proposal and discuss the larger philosophical issues surrounding these types of business enterprises.

STAFF COMMENTS AND RECOMMENDATIONS

Staff will provide a brief overview on how other states and systems structure these types of enterprises.

BOARD ACTION

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

CONSENT AGENDA
APRIL 18, 2013

TAB	DESCRIPTION	ACTION
1	**BAHR – SECTION II -** Boise State University – Beverage Services Contract	Motion to approve
2	**BAHR – SECTION II -** University of Idaho - Renewal of Lease - CH2M Hill	Motion to approve
3	**BAHR – SECTION II -** University of Idaho - Renewal of Lease - UICD/Harbor Center	Motion to approve
4	**BAHR – SECTION II -** University of Idaho – Purchase of Mass Spectrometer	Motion to approve
5	**IRSA –** Quarterly Report: Programs and Changes Approved by Executive Director	Motion to approve
6	**IRSA –** EITC Program Discontinuance	Motion to approve
7	**IRSA –** HERC Appointment	Motion to approve
8	**PPGA –** University of Idaho – Facility Naming	Motion to approve
9	**PPGA –** Boise State University – Facility Naming	Motion to approve

10	**PPGA –** Lewis-Clark State College – Facility Naming	Motion to approve
11	**PPGA –** Eastern Idaho Technical College – Advisory Council Appointment	Motion to approve
12	**PPGA –** State Rehabilitation Council Membership	Motion to approve
13	**PPGA -** St. Maries School District – Trustee Zone Boundary – Technical Correction	Motion to approve
14	**SDE -** Appointment for the Professional Standards Commission	Motion to approve

BOISE STATE UNIVERSITY

SUBJECT

Beverage services agreement with Swire Pacific Holdings, Inc., a Coca-Cola licensed bottler and Coca-Cola North America, a division of the Coca-Cola Company

APPLICABLE STATUTE, RULE, OR POLICY

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

BACKGROUND/DISCUSSION

Boise State University's (BSU) current beverage services provider expires June 30, 2013. Rather than extend the current contract, the University elected to issue a new request for proposal for beverage sales and distribution channels at the University and to create a business relationship providing opportunities and benefits for both the University and the beverage provider.

The contract encompasses cold beverage sales including:

- Fountain drinks
- Cold beverage vending
- All can, plastic and glassware soda-type products
- Energy drinks
- Bottled water packaged for individual consumption

This agreement gives the vendor the rights to exclusive sales on campus in exchange for commission payments and sponsorship of a variety of University activities including athletic sponsorship opportunities. In addition, the vendor will support student programs and other campus initiatives.

The University received evaluated proposals from Swire Pacific Holdings/Coca-Cola North America and Pepsi Bottling Ventures. Swire Pacific Holdings/Coca-Cola North America was awarded the contract subject to Board approval.

IMPACT

The value of this contract is a combination of commissions and sponsorship over the life of the contract. The total anticipated value of the contract averages $667,387 per year. The contract has a five-year initial term plus a potential for five one-year extensions.

In the first year the contract provides:

- Athletics sponsorship $280,000
- Vending commission (minimum) $150,000
- Student Affairs initiatives $172,000

• Recycling efforts	$15,000
• Marketing support and in-kind donations	$48,000
TOTAL	**$665,000**

ATTACHMENTS

STAFF COMMENTS AND RECOMMENDATIONS

Total value to BSU of sponsorship fees alone is $4,850,000 based on the five year initial term and five year-year extensions.

Staff recommends approval.

BOARD ACTION

I move to approve the request by Boise State University to enter into a beverage services agreement with Swire Pacific Holdings/Coca-Cola North America in substantial conformance with the attached agreement.

Moved by __________ Seconded by __________ Carried Yes _____ No _____

Beverage Services Agreement Between
THE COCA-COLA COMPANY
SWIRE PACIFIC HOLDINGS, INC.
BOISE STATE UNIVERSITY

1. *PARTIES*

(A) **THE COCA-COLA COMPANY**, acting by and through its Coca-Cola North America Division ("Company")

(B) **SWIRE PACIFIC HOLDINGS, INC d/b/a SWIRE COCA-COLA, USA** ("Bottler")

(C) **BOISE STATE UNIVERSITY** ("University")

Company and Bottler are collectively referred to as "Sponsor."

2. *SCOPE OF AGREEMENT*

University issued a Request for Proposal in respect of beverage services (RFP # TS13-035) ("RFP") in respect of which Sponsor was awarded the contract. This Beverage Services Agreement ("Beverage Services Agreement") together with the Modified State of Idaho Terms and Conditions, comprise the entire agreement among the parties (the "Agreement"). Sponsor will be the exclusive Beverage sponsor of the University, with Campus-wide Beverage availability rights, and on and off-Campus marketing rights. Bottler will have the exclusive right to operate full service Beverage vending on Campus.

Any inconsistency between or among any of the above incorporated documents will be decided in the following order of precedence:

1. The Modified State of Idaho Terms and Conditions;
2. This Beverage Services Agreement;

3. *TERM*

The initial term of the Agreement will be for a period of five (5) years, commencing July 1, 2013, through June 30, 2018. The term of the Agreement may be automatically extended for five (5) one (1) year renewals. With the exception of the final renewal period, the Agreement will automatically be renewed unless either the University or Sponsor receives written notice from the other not less than ninety (90) days prior to the expiration of the initial term or of the then current renewal term that the Agreement shall not be extended. For financial reporting purposes, the financial reporting year is a period of twelve months commencing on July 1 of one year and ending on June 30 in the immediately succeeding year. The maximum duration of this Agreement, including initial term and extensions, shall be ten years. The initial term, plus all renewal terms during which this Agreement is in effect, is referred to as the "Term."

4. *DEFINITIONS*

Certain capitalized words or phrases are used throughout this document. Such words or phrases have the meanings set forth in **EXHIBIT A**.

5. *SPONSORSHIP FEES / COMMISSIONS / OTHER CONSIDERATION TO UNIVERSITY*

As further set forth below, Sponsor agrees to pay University over the Term of this Agreement the total sum of $4,850,000.00 at the rate of $485,000.00 per Agreement Year.

(A) Athletics Sponsorship Fees Sponsor will pay to University "Athletics Sponsorship Fees" in the amounts set forth below for each Agreement Year during which this Agreement is in effect:

- **(i)** Agreement Year One: $280,000
- **(ii)** Agreement Year Two: $280,000
- **(iii)** Agreement Year Three: $288,400
- **(iv)** Agreement Year Four: $297,052
- **(v)** Agreement Year Five: $305,964
- **(vi)** Agreement Year Six: $315,142
- **(vii)** Agreement Year Seven: $324,597
- **(viii)** Agreement Year Eight: $334,335
- **(ix)** Agreement Year Nine: $344,365
- **(x)** Agreement Year Ten: $354,696

(B) Student Affairs Sponsorship Fees - Sponsor will pay to University "Student Affairs Sponsorship Fees" in the amounts set forth below for each Agreement Year during which this Agreement is in effect:

- **(i)** Agreement Year One: $172,000
- **(ii)** Agreement Year Two: $172,000
- **(iii)** Agreement Year Three: $163,600

(iv) Agreement Year Four: $154,948

(v) Agreement Year Five: $146,036

(vi) Agreement Year Six: $136,858

(vii) Agreement Year Seven: $127,403

(viii) Agreement Year Eight: $117,665

(ix) Agreement Year Nine: $107,635

(x) Agreement Year Ten: $97,304

(C) Recycling Fees - Sponsor agrees to pay University $15,000 annually during the Term to support University's recycling efforts, including University's expenditures for the purchase of capital equipment and administrative support.

(D) Marketing Fees - Sponsor will pay to University $18,000 annually during the Term for mutually agreed upon on-campus marketing programs that will enhance student life. .

Athletics Sponsorship Fees, Student Affairs Sponsorship Fees Recycling Fees and Marketing Fees will be paid within 30 days after July 1st each Agreement Year; provided however, the payment of these sums for Agreement Year One shall not be due and payable until thirty (30) days after the date of signature of this Agreement by all parties. University will provide an invoice to the Bottler for the Athletics Sponsorship Fees, Student Affairs Sponsorship Fees Recycling Fees and Marketing Fees. Payment shall be due within thirty (30) days of the date of invoice.

(E) Commissions - Bottler will pay to University annual guarantee and commissions and for Company Beverages sold through Bottler's full service Beverage vending machines on Campus as described in **EXHIBIT B** attached hereto.

(F) Product Donations - Bottler will donate up to $15,000 of Company Products (valued at wholesale price) annually during the Term for student, faculty and staff special events.

(G) Campus Marketing Manager - Bottler will hire and retain during the Term a Campus Marketing Manager for Boise State University (a then-current student attending the University). The Campus Marketing Manager will be charged with ensuring that Coca-Cola sampling initiatives, marketing and student programming is executed properly on-campus.

(H) Marketing Activation Fund - Company will budget a total of $15,000 annually as Marketing Activation funds. Marketing Activation funds will be held in a fund managed by Company for use toward mutually agreed upon marketing programs designed to promote and increase beverage sales on campus and through Athletics and be used to activate marketing programs designed to enhance the student experience via campus events and activities. Marketing Activation funds must be spent within the agreement year for which they are budgeted. Unused funds shall be forfeited.

(I) Merchandising Fund - Company will budget $5,000 annually as Merchandising funds. Merchandising funds will be held in a fund managed by Company for mutually-agreed upon merchandising items (i.e. update for menu boards, recycling merchandising, etc.). Merchandising funds must be spent within the agreement year for which they are budgeted. Unused funds shall be forfeited.

(J) POWERADE Equipment - Company will provide University with complimentary POWERADE® Sport Drink athletic equipment, which may include coolers, cups, squeeze bottles, towels, coolers, carts, etc. based upon the University's needs with a maximum aggregate value of $15,000 annually. If during any Agreement Year University requires POWERADE® equipment in excess of the amount to be provided at no cost by Company, then University may purchase such equipment from Company at the then-current prices for the equipment.

The monies set forth in this Section 5 constitute the full and complete consideration for all rights granted to Sponsor hereunder.

6. BEVERAGE AVAILABILITY RIGHTS OF SPONSOR

(A) Exclusive Beverage Availability Rights - Sponsor will have exclusive Beverage availability rights on the entire Campus at all times during the Term. University will make Company Beverages available for sale on Campus, through fountain dispensing, coolers, kiosks, hawking, and vending, as well as through any other means agreed upon by Sponsor and University. University will use its reasonable, good faith efforts to maximize the sale and distribution of Company Beverages on Campus.

(B) Permitted Exceptions:

Company Beverages will be the only Beverages sold, served, distributed, sampled, or otherwise made available on Campus, provided however University may, on a non-exclusive basis, serve, sell, dispense and/or , except as provided below advertise the following Competitive Products ("Permitted Exceptions") on Campus:

- the use of any Beverages for academic research purposes, or other educational purposes . No advertising on Campus of such Beverages is permitted;

- concentrated bases used as ingredients and as beverages for catering events. No advertising on Campus of such concentrated bases is permitted;

- Competitive Products required per the terms of the franchise agreements. Current franchise food service locations include the Quiznos, Starbucks, and Dawson Taylor locations on campus. No advertising of such Competitive Products on Campus or associated in any way with the University is permitted;

- Competitive Products sold at other franchise food service outlets that are not owned or operated by University, or its Concessionaires or food service operators, and that exist, or may exist in the future, on Campus pursuant to valid leases existing at the time that University acquires ownership or control of a building or facility and which are still in existence or have been renewed with an unrelated third party company such as the Quiznos (currently a leased space, not operated by Aramark). No advertising of such Competitive Products on Campus outside the location of the food service outlets or associated with the University is permitted;

- Third party produced bottled water branded with University Marks for sale off campus provided that any such bottled water shall not be marketed using Designations as defined in Exhibit A herein. Notwithstanding the foregoing, such bottled water may be referred to and marketed as “officially licensed water” or “officially licensed Boise State water” or a similar phrase. No advertising on Campus by University of such third party produced bottled water described in this paragraph is permitted aside from advising the campus community and the public of the availability of such water in newsletters and on official University websites and social media outlets. University shall use reasonable efforts to notify Bottler of any proposed press release relating to such third party bottled water and/or other initial notification to the campus community and public.

(C) Competitive Product Sales. University shall be permitted to sell other Competitive Products in no more than 10% of shelf space in refrigerated space only at each of the current and future convenience store locations (i.e., Bookstore locations, C3 in the interactive learning center, POD at the Wilk convenience store, and convenience store in the Student Union.)

Competitive Products will not be made available in Sponsor's branded coolers. University must also carry in each convenience store location Sponsor's equivalent Company Beverage for each Competitive Product carried. For example, if Red Bull® is carried, Full Throttle® must also be carried.

(D) Trademark Visibility for Permitted Exceptions. University may display trademarks for Permitted Exceptions on menus, menu boards, dispensing equipment, coolers and vessels to indicate availability, but no Competitive Products will be marketed, advertised, promoted, or sampled on Campus, to University's knowledge, or otherwise in connection with the University, the Campus or the University Marks, except as may otherwise be permitted in Section 6(F) below.

(E) Beverage Purchase Requirement - University and its third party food and beverage concessionaires ("Concessionaires") will purchase from Bottler their entire requirement for Beverages and cups, lids and carbon dioxide (other than bulk CO2 in containers larger than 50 pounds) on Campus except for certain juice brands, Odwalla products and other products which may be delivered directly by Company and/or its distribution partners. University and its Concessionaires will purchase all such Beverages, cups, lids and carbon dioxide at the initial prices listed in **Exhibit C,** which are subject to adjustment as outlined in **Exhibit C**.

(F) Special Promotional Events. Temporary signage (e.g., banners) for Competitive Products may be displayed on the Campus at Special Promotional Events (as defined below) each Agreement Year of the Term; provided, however, that (i) Sponsor's promotional rights under this Agreement will not otherwise be affected during any such Special Promotional Event(s), (ii) no Competitive Products will be sold, distributed, dispensed, sampled, served, or otherwise made available by University or its Concessionaires during any such Special Promotional Event(s) (iii) unless contractually required, no blockage, draping, or other obscuring (whether physical or electronic) of Sponsor's signage on the Campus will occur during any such Special Promotional Event(s), except for incidental blockage due to the construction and/or placement of a stage or other structure necessary to and actually used during the Special Promotional Event(s), and (iv) all temporary signage for Competitive Products will be immediately removed from the Campus upon the conclusion of the Special Promotional Event(s). As used herein, the term "Special Promotional Event" means and is limited to the following: sporting events, concerts, theatrical or comedic performances, conventions, and/or trade shows occurring on the Campus, which are sponsored by a manufacturer, distributor, or marketer of Competitive Products under a sponsorship agreement with the owner or operator of the subject event (e.g., the NCAA, the Mountain West Conference (or other applicable conference(s), a concert or theatrical production company, a trade show or convention production company), and the relevant sponsorship agreement (as evidenced by reference in tour rider or other industry standard communication between venue and licensee or as otherwise agreed) requires on-site advertising for such Competitive Products. The private, personal consumption of Competitive Products by players, coaches, musicians, actors, comedians, or other entertainment personalities (to include show staff, crew, and volunteers) appearing and performing on the Campus will be allowed and will not be considered a Special Promotional Event. University will provide Sponsor with no less than thirty (30) calendar days prior written notice of a Special Promotional Event but failure to do so will not be a material breach of this Agreement.

(G) Competitive Product Advertising in Broadcasts and Print Materials. Notwithstanding the exclusive rights granted to Sponsor in this Agreement, University may (a) accept advertising for Competitive Products in the Boise State *Arbiter* or any other student or University publication; (b) accept advertising for Competitive Products in athletic or cultural event playbills or similar printed materials; and (c) allow Broadcasters to sell in-game spot advertising for Competitive Products, so long as the spots do not display or refer to the University Marks or otherwise associate the University, the Campus or the University Marks with Competitive Products through on-air mentions or on-screen images or text. Further, Broadcasters may incidentally refer to Competitive Products to the extent necessary to convey the association between a Competitive Product and a sporting event in which a University Team is competing (for example, a Bowl game half time show sponsored by a Competitive Product). The foregoing exceptions shall not be deemed to permit any association between any Competitive Product and the University or any Team in such a manner that the Competitive Product is held out as, or could reasonably be inferred to be, a sponsor of the University or any Team, or in any manner that constitutes Ambush Marketing.

7. EXCLUSIVE ASSOCIATION; NO COMPETITIVE BEVERAGES

Subject to the Permitted Exceptions set forth above, both parties recognize and agree that the intention of this Agreement that the rights and licenses granted to Sponsor under this Agreement is exclusive with respect to Beverages.

(A) No Competitive Products on Campus**.** Except where otherwise provided herein,

(1) University shall ensure that no Competitive Products (as defined herein) are sold, dispensed, served, distributed, or offered for sample by any University employee, student, contractor or other agent anywhere on Campus in respect of University events. This provision does not apply to Competitive Products purchased off-Campus by students, faculty or their

guests for personal consumption and not for distribution on Campus. Unless a Permitted Exception as described above, where University leases rooms or space to third parties for events (“Third Party Event”) and where the University, or a University sub-contractor, is responsible for providing beverages, University shall not sell, dispense, serve, distribute, or offer for sample Competitive Products at such Third Party Event.

(2) University will not display or authorize any signage, advertising, or trademark visibility for any Competitive Products anywhere on Campus. University will not authorize association of Competitive Products, whether directly or indirectly, with University, the Campus, the University Teams, the University varsity athletic coaches, the University Athletic Director, or the University Marks, whether through advertising, promotions or otherwise. For the avoidance of doubt, University related events that occur off-campus on third party leased property shall be excluded from this Agreement.

(B) No Association with Competitive Products**.** University will take all reasonable steps necessary or appropriate to stop third parties from associating Competitive Products with University and Campus events. Company and Bottler recognize and accept that the Campus is a publicly accessible space and University, while it will use best efforts to control activities of third parties, is unable to prevent all activities from occurring. Once aware of such third party activities, University agrees to:

(1) Notify Company of persistent third party attempts to promote or distribute Competitive Products on Campus;

(2) Request cessation of such commercial activity on Campus in writing to the violating party (e.g., via a cease and desist letter) in respect of the same;

(3) Provide reasonable cooperation to Company in the event that Company elects to pursue legal recourse against the offending third party.

(C) No Third-Party Beverage Promotions**.** Except as otherwise provided in Section 6(f) of this Agreement, University must not grant any third party the right to conduct promotions involving Beverages or Beverage containers, including promotions that relate primarily to non-Beverage items but involve a Beverage, on a branded or unbranded basis, as a purchase requirement or promotional fulfillment. This provision applies even if the promotion involves a Company Beverage, unless Sponsor participates in the promotion.

(D) Concessionaires**.** All Concessionaires with Beverage operations on Campus will comply with all applicable provisions of the Agreement, including purchasing their entire requirements for Beverages, cups, lids, and CO2 from Bottler and using Approved Cups. As of the commencement of the Term, University has a Concessionaire operating its facilities on Campus. That Concessionaire has an agreement with Company that describes the terms for Beverage pricing, equipment and service provided by Company to that Concessionaire. If University engages any other Concessionaire(s) to operate on Campus, Sponsor will separately negotiate terms for Beverage prices, equipment and service with such Concessionaire(s), provided, however, that such separate terms shall not exceed the pricing as set forth in this Agreement and any subsequent agreed upon price increases.

(E) If during the Term the University elects to self-operate any or all of its food service locations, Company and Bottler will extend to University the pricing and terms then in effect with respect to the Concessionaire operating those locations, to include the same schedule and amount of price increases for Bottle/Can Pricing, Ancillary Pricing and Fountain Syrup Pricing detailed in Exhibit C.

8. *EQUIPMENT AND SERVICE*

(A) Post-mix Dispensing Equipment:

(1) Fountain equipment and service of Company-owned fountain equipment will be provided pursuant to the existing agreements between Company and University's Concessionaire.

(2) If University elects not to use the services of a Concessionaire for any of its facilities, Company will lease to University without charge, and service during the Term, Company-owned dispensing equipment (excluding freestyle equipment) reasonably necessary to enable University to dispense a quality fountain Beverage. No ice makers or water filters will be provided. All equipment provided by Company will at all times remain the property of Company and is subject to the terms and conditions of the standard lease agreement (the "Lease"), which are incorporated herein by this reference, but no lease payment will be charged. The Lease terms are attached as **Exhibit "E"**. If there is a conflict between the terms and conditions of the standard lease agreement and this Agreement or the State of Idaho Standard Terms and Conditions, the terms and conditions of this Agreement or the State of Idaho Standard Terms and Conditions as appropriate shall govern. To the extent that fountain Beverage dispensing equipment leased from Company under this Agreement is now or hereafter located on premises that are owned, controlled or managed by a Concessionaire or other persons or entities not party to this Agreement, University will include provisions in its agreements with such persons and entities that recognize that the equipment is owned by Company and that

obligates such persons and entities to honor the terms and conditions of the Lease.

(3) All fountain equipment must be like new which serves high quality fountain beverage in accordance with Company's existing standards and no less than the service it has provided University previously. All fountain equipment must have ice dispensing capability. The equipment shall remain fully functional and dependable for the term of the Agreement. The University may request the replacement of fountain equipment that is no longer serviceable in the University's opinion. The Company agrees to consult in good faith with the University concerning the replacement of fountain equipment that the University reasonably believes to be unserviceable. The Company and the University will determine all equipment placements and replacements based on mutually agreed upon parameters of service incidence, operational needs and physical appearance.

(4) All fountain dispensers shall be equipped with locks and/or shut-off valves at no cost to the University and shall be fitted with a stainless steel, vented, double check valve backflow. If University requires separate backflow prevention devices are required for compliance with local health and safety codes, these shall be supplied by the University or its Concessionaire and installed by a licensed plumber. Annual inspections will also be at University's expense.

(5) All racks, tubing, hook ups from the stubbed out lines provided by the University will be the responsibility of the Company and provided at no cost to the University.

(6) All fountain dispensers must be equipped with separate water supply shut-off.

(7) The syrup for use in the fountain equipment shall be provided in two and a half (2 ½) or five (5) gallon bags in a box. An alternative specification requires University approval.

(B) Vending Equipment:

(1) Bottler will supply, install, service, and maintain certain Beverage vending and other cold-drink equipment (such as coolers) for use on Campus, and maintenance/repair service for such equipment at no cost to University. The initial placement will be 124 new or like new vending machines in locations approved by University in all areas currently serviced by beverage vending. The University may direct the addition or deletion of equipment as necessary in consultation with Bottler. Over the Term, University agrees that Sponsor shall be permitted to maintain current student-to-vendor (or other cold drink equipment) ratios. Placement of new machines or relocation of current machines will be mutually agreed upon between Bottler and the University, and University will not unreasonably withhold its approval. Any equipment provided by Bottler under the Agreement will at all times remain the property of Bottler, and shall be subject to the terms and conditions of the standard lease agreement (attached and incorporated hereto at Exhibit E), except that no lease payment will be charged. If there is a conflict between the terms and conditions of the standard lease agreement and this Agreement or the State of Idaho Standard Terms and Conditions, the terms and conditions of this Agreement or the Modified State of Idaho Terms and Conditions as appropriate shall govern.

(2) University represents and warrants that electrical service on Campus is proper and adequate for the installation of Bottler's equipment and University agrees to indemnify and hold Bottler harmless from any damages arising out of defective electrical service.

(3) Bottler will follow mutually agreed procedures for stocking all vending equipment, providing refunds, documenting sales and paying commissions.

(4) All vending equipment shall be able to accept debit and/or credit cards for payment for the beverages.

(C) Reach-In Cooler Equipment.

(1) Bottler shall supply, install, service and maintain new or like new reach-in cooler equipment at no cost to the University at locations as agreed with University**.**

(2) Bottler shall recommend placement and location of additional reach-in coolers equipment to most effectively promote beverages sales and services, to be approved by the University.

(D) With respect to any equipment leased at a charge or loaned without charge by Company or Bottler to University, University will:

(1) upon Company's reasonable written request, execute UCC financing statements or other documents evidencing proper ownership of the equipment;

(2) refrain from removing equipment from its location on Campus without first securing the written consent of the equipment's owner;

(3) refrain from encumbering the equipment or permitting any attachment to it without the authorization of the equipment's owner;

(4) reimburse Company for any loss of or damage to any fountain equipment except for reasonable wear and tear or damage due to equipment malfunction; and

(E) Bottler agrees that:

(1) It shall use best commercial efforts to ensure that all equipment provided hereunder is Energy Star compliant and is subject to University approval.

(2) It will consult with the University before modifying existing equipment to incorporate new technologies. Bottler and the University will mutually agree to the installation of new equipment that contains new technological features not contained on the current equipment.

(3) It shall observe all applicable University policies and procedures including parking regulations. Bottler is required to purchase parking permits for all vehicles servicing the University. Parking fines and fees are the Bottler's responsibility. Bottler is to service machines and equipment provided hereunder from loading docks and designated service areas only.

(4) It shall require employees to wear easily recognized uniforms, which are suitable to the job function to be performed, and which easily and appropriately identify the vendor and the employees' name(s).

(5) It shall prohibit the furnishing, by the Bottler of free or discounted vended products to University employees or personnel, or to customers as a direct operating expense applicable to sales or commissions under this Agreement.

(6) It shall service vending machines only during normal building hours. The University will notify the Bottler of any changes in building hours due to vacations, holidays, semester beaks, etc. The University may issue keys or ID entry cards as deemed appropriate for servicing vending machines. The Bottler will be responsible for ensuring the security and appropriate use of these keys.

(7) Neither Company nor Bottler will be liable to University or any Concessionaire for loss of sales or profit arising out of reasonable delays in providing service to equipment on Campus.

(8) It will accept sole responsibility regarding theft or damage to vendor's equipment unless damage is due to misuse by University or its Concessionaire. The University will exercise its security measures in regard to the vendor's equipment.

(F) Repairs and Service

(1) Company or Bottler as applicable, will be required to respond to all service calls within 4 hours and repair all malfunctioning equipment, including debit/credit card readers if applicable, within 48 hours or to replace the equipment. Sponsor shall have a repair person on site at each University home football game and at other times as directed by the University in accordance with the existing service agreements with the University's current foodservice Concessionaire and Company. The Bottler is to maintain a 24-hour answering service and provide a sticker on vending machines with the 24-hour toll free phone number. One stand-by service technician will generally be available for up to one hour before a football game and for two hours during the football game to ensure that equipment is performing and serving a quality fountain beverage.

Company will provide at no charge regular mechanical repair reasonably needed for Fountain Beverage dispensing equipment. Replacement parts associated with the service calls for regular mechanical repair will also be provided without charge. Service necessitated by damage or adjustments to the equipment resulting from misuse or abuse, failure to follow operating instructions, service by unauthorized personnel, are not considered regular service and will not be provided free of charge and will be charged at the Company's then current hourly service rate. Fountain equipment installation and consequent service of Coca-Cola owned fountain equipment will be executed through the existing service agreements with the University's third party concessionaire and Company. If in the event University is not utilizing the services of a third party concessionaire for any of their facilities, then Company will provide, install and service Company owned fountain equipment at no charge to the University. All service for Company-owned fountain equipment will be access through the use of the Company's 24 hours toll-free service network, 1-800-241-2653.

(2) **Repair and Maintenance** – If for any reason a vending machine (including the coin and bill mechanisms and debit/credit card readers, if applicable) is inoperable for longer than two consecutive days (48 hours), the Bottler must either make the machine operable or replace the machine

with like equipment of good mechanical condition. In addition, the University reserves the right to require the Bottler to replace any piece of equipment with a poor history of mechanical operation or whose physical condition is unsatisfactory.

(3) **Refunds** – Bottler shall provide a procedure to accommodate vending machine refunds at designated locations across campus and advertise those locations appropriately.

(G) Product

(1) Company and/or Bottler_will identify and provide, or offer to provide, at the University's option, all Company Beverages packaged, manufactured or distributed by or otherwise available (i.e., through contracts, partnerships, alliances or other cooperative efforts). Company and Bottler shall provide a minimum of five (5) nationally branded products, including diet and non-caffeinated selections. The University and Sponsor will mutually agree on the final determination of the mix of branded products included on the shelf. Company and/or Bottler shall provide all signage or product labeling to advertise the product provided hereunder. The University reserves the right to specify which beverages shall be made available at particular locations on Campus. Current product selections available to University at the time of signing this Agreement are as set out in Exhibit C.

9. *MARKETING, PROMOTIONAL AND ADVERTISING RIGHTS OF SPONSOR*

(A) Exclusive Rights. Subject to the terms herein, Sponsor has exclusive marketing, advertising, and promotional rights in the Beverage category regarding: the University, the Campus, all intercollegiate athletic teams and University varsity athletic coaches associated with the University (the "University Teams"), and all University Marks owned or controlled by University. Sponsor's rights shall apply to television, radio, print, signage, electronic and all other media, whether now or hereafter known.

(B) Promotional Rights. Sponsor has the right to market, advertise, and promote Company Beverages in association or connection with University, the Campus, the University Teams, and the University Marks, subject to the terms herein.

(C) University's Approval Rights. University has the right to approve in advance (i) the concept for any promotional activity with respect to University that will utilize the University Marks, and (ii) any items created by Sponsor that incorporate any of the University Marks and (iii) any promotional activity proposed for on or off campus. University will cooperate with Sponsor's activities, on and off-Campus, designed to promote Sponsor's sponsorship association with University, the Campus, and the University Marks. For the purposes of this Agreement, University may withhold its approval in the following instances:

(1) University determines that University Marks have been used incorrectly in a technical sense (such as improper color or trademark nonconformity); or

(2) University determines that Sponsor's proposed promotional activity or use of University Marks will reflect negatively on University or its existing sponsors. Notwithstanding the foregoing, University agrees that it may not withhold approval of a submission that includes Sponsor and University names or marks solely because the submitted material will be displayed or available or advertised as being available at the location of a customer who is not also a sponsor of University. However, upon University's reasonable request , Sponsor will not place and/or will remove such promotional material with a customer who customarily operates in a trade channel where University already has an exclusive sponsor.

(D) Submissions under sub-section 9(C) above should be provided to both contract administrator Kim Thomas (kthomas@boisestate.edu ph: 208 426 3048) and Director of Trademark Licensing, Rachael Bickerton (rachaelbickerton@boisestate.edu cc licensing@boisestate.edu ph: 208 426 1358) with a copy to Athletics if applicable. Provided that a submission is made to both Kim Thomas and Rachael Bickerton, University has 10 business days from receipt by contract administrator and Director of Trademark Licensing, to respond to any written submission by Sponsor. If University fails to respond within that time period, then Sponsor shall provide a second notice to Kim Thomas and Rachael Bickerton regarding the submission. If within 5 business days after receipt of the second notice University has not responded to the submission, Sponsor's submission will be deemed automatically approved by University. Sponsor will have the right to use any previously approved Designations or other materials approved in accordance with sub-section 9(C) above without having to again seek University's approval, provided that such approval relates to materials produced within the same Agreement Year. For the avoidance of doubt, all materials will require approval on a yearly basis, even if they had been previously been approved in preceding Agreement Years.

(E) License. University hereby grants Sponsor a worldwide license, irrevocable during the Term, to use the University Marks for the purposes of marketing, advertising, and promoting Company Beverages subject to the terms herein. This license is royalty-free, except as otherwise provided under Section 9(M)(2) below. Such license gives Sponsor the right to use the University

Marks in or on all of Sponsor's advertising, promotional and packaging, and merchandising materials and activities, including:

- point-of-sale materials and vender fronts;
- cups, vessels, cans, bottles, commemorative cans or bottles, can/bottle wraps and all other forms of packaging;
- broadcast, print, electronic and all other forms of media.

(F) Retail Customers. Subject to University approval, Sponsor has the right to undertake promotions regarding Company Beverages at or in connection with University, including promotions with Sponsor's retail customers in all channels of trade including without limitation

- Grocery and retail;
- Convenience and "oil and gas" retailers;
- Mass merchandise;
- Drug retailers;
- Quick serve and all other types of restaurants (including home-delivered pizza);
- Institutional and "at-work" foodservice operations;
- Video and music retailers;
- Movie theaters and indoor entertainment venues;
- Theme parks and outdoor attractions;
- and sports venues,

and to use the University Marks for such purposes. Provided that Sponsor notifies University, Sponsor may display promotional items, merchandise or point of sale materials which include Sponsor and University Marks in customer locations regardless of whether the customer is also a sponsor of University. Sponsor may advertise the availability of promotional items or merchandise which include Sponsor and University's Marks at third party or customer locations regardless of whether the customer is also a sponsor of University, provided that such advertising does not imply any association with the University or endorsement of or sponsorship between such customer or other third party and University. Notwithstanding the preceding sentence, Sponsor may not include customers' or other third party logos or name or other trademarks on promotional items, merchandise or point of sale materials together with University Marks unless University approves of such promotional items, merchandise or point of sale materials.

(G) Sponsorship Designations. Sponsor has the right to refer to Sponsor or Company Beverages in any marketing, advertising, or promotional activity or material as a "sponsor of" or the "official" or "exclusive" Beverage of University, the Campus, or the University Teams in accordance with the Designation rights granted hereunder.

(H) Sampling and Surveying. Subject to the approval rights set forth in paragraph 9(C) above, Sponsor has the right to sample and survey persons on Campus regarding Company Beverages or for other Beverage-related purposes.

(I) Approved Cups. Except for the Permitted Exceptions and catering bar disposables, all Beverages sold, distributed, or served on Campus in disposable vessels will be served in Company approved cups bearing Company trademarks or Company and University trademarks on 100% of the exterior cup surface as depicted on Exhibit F ("Approved Cups"). All collectible non-disposable cups will bear exclusively Company or Company and University trademarks on a mutually-agreed portion of the exterior cup surface unless otherwise agreed by the parties.

(J) Point of Sale Materials. Company Marks will be prominently displayed on menu boards, where possible, and on dispensing equipment at foodservice/concession locations where Company's Beverages are available, and on Beverage vending machines on Campus. Point-of-sale materials depicting Company Beverages, including translites and pictorials on dispensing equipment, will be clearly visible to the purchasing public at foodservice and concession locations on Campus.

(K) Sideline Rights. University will use cups, coolers and equipment featuring POWERADE brand trademarks as provided as per section 5 (J)-- or if requested by Company, trademarks for any other Company Beverage -- on sidelines and players' benches, and in locker rooms for all intercollegiate athletic events on Campus**.** Company will also make such Company Beverage available for consumption by players, coaches and staff on the sidelines, player's benches, and in locker rooms. Company acknowledges that opposing/visiting teams may provide their own team/staff with other or competitive-branded products in competitive-branded containers; such action by opposing/visiting team is permitted.

(L) Hawking. In the event that University decides to "hawk" products at events on Campus and subject to the Permitted Exceptions, University will sell Beverages using Company-trademarked materials, such as hawking trays, kiosks, themed mobile/push carts and themed umbrellas, if and to the extent provided by Sponsor. Company Beverages will be hawked in the stands at events when appropriate. This decision will be made by the University in consultation with Bottler and will generally be based on attendance and anticipated sales.

(M) Premiums and Retail Licensed Merchandise.

(1) Premiums/Retail Merchandise. For purposes of this Agreement, "Premiums" means those items of merchandise (not including cups, vessels, cans, bottles, commemorative cans or bottles, can/bottle wraps and all other forms of packaging; vender fronts; and all advertising or

promotional materials) that (a) are given away free of charge in connection with the promotion of Company Beverages or sold at a subsidized price in connection with the sale of Company Beverages at any step in the distribution process, and (b) bear Company's Mark or a Mark for a Company Beverage together with a University Mark. Premiums must be sourced by a licensed vendor and the per item cost to Sponsor will be net of any royalties payable to University. No royalties are payable to the University or any third party on such premium items regardless of whether the Premiums are distributed on Campus or off Campus. University shall have the right to approve the items to be offered as Premiums and the associated artwork.

(2) Retail Sales of Licensed Merchandise. If Sponsor desires to sell at retail items of merchandise bearing Company Marks and University Marks, Sponsor will source such merchandise from authorized University licensees or, if no licensee exists for the item of merchandise, pay royalties to University at negotiated rates to be no less than the then current standard license royalty. All other terms of such retail licensed merchandise sales will be mutually agreed between University and Sponsor. University shall have the right to approve the items to be offered as Retail Merchandise and the associated artwork.

(N) Internet Advertising**.** University will acknowledge Sponsor's sponsorship and Company Beverage availability on its Athletics Internet home page. If University places hyperlinks on its Athletics Internet home page, Company may place a hyperlink command on that home page to Company's home page at http://www.coca-cola.com/ or other Company-designated Company website. Company may also develop a special page advertising Company Beverages on University's Athletics internet site.

(O) Digital Content. University will provide Sponsor with digital content, which may include video highlights of University events, audio content of University theme songs and screensavers for Sponsor to replicate and use as promotional premiums, including for use as rewards on Sponsor's "My Coke Rewards" loyalty program subject to NCAA rules. University will clear any rights that may be required for such use, and will refresh the digital offerings periodically. Any costs to clear will be paid by Sponsor.

(P) Coaches. University will make its athletic coaches available for charitable and promotional events as mutually agreed upon by University and Sponsor.

10. SIGNAGE AND MEDIA / ADVERTISING

Throughout the Term, University will provide Sponsor, at no cost to Sponsor, the signage and media/advertising rights, tickets and other inventory described in **Exhibit D**. Such inventory is subject to the following terms:

(A) The text, graphics, and artwork for Sponsor's signage will be developed, created and produced by Sponsor, at Sponsor's sole cost. University will pay all costs for installation, repair and maintenance, except that Sponsor will pay the cost of installing any replacement panels used to modify Sponsor's initial advertising message or graphics. University will repair any malfunction, damage or destruction to the panels or supporting structures within a commercially reasonable period.

(B) Subject to the Permitted Exceptions provisions herein, University agrees that it shall not nor shall it permit Sponsor's signage on Campus to be Blocked. “Blockage” means the alteration, dimming, or obscuring of advertising for whatever reason, including by electronic manipulation or the electronic insertion of virtual signage for Competitive Products. “Blocked” has a corresponding meaning.

(C) University will supply the required electricity for all Sponsor's lighted signs and advertising panels -- including lighted concession advertising -- that advertise or promote Company Beverages. All these signs and panels must be fully illuminated at all events during which any signs in the same facility are illuminated.

(D) At all reasonable times, University will provide Sponsor access to its signage to replace, remove, or modify it.

11. ***REPRESENTATIONS, WARRANTIES, AND COVENANTS***

(A) **By University.** University represents, warrants, and covenants to Sponsor the following:

(1) **Authority.** It has full power and authority to enter into this Agreement and to grant Sponsor the rights described in it.

(2) **Binding Obligation.** It has obtained all necessary approvals for its execution, delivery, and performance of the Agreement. It has duly executed and delivered this Agreement, which is now its binding legal obligation.

(3) **Right to License Marks.** It has the exclusive right to license the University Marks.

(4) **Non-Profit Status.** It is a non-profit institution self-operating a food and beverage service on Campus. All Beverages purchased hereunder are solely for University's use and will not be resold or otherwise made available to any third party who sells or distributes Beverages. University will provide Sponsor with prompt written notice of any third party retained by it to manage or operate a beverage service on Campus.

(5) No Conflicting Agreements. It has not entered into, and during this Agreement's Term will not enter into, either of the following:

(a) any agreement that would prevent University from complying with this Agreement; or

(b) any agreement granting rights that are in conflict with the exclusive rights granted to Sponsor under this Agreement.

(6) Compliance by Third Parties. It will require third parties (possible examples include Concessionaires, third-party food-service operators, vending companies, licensing agents and Broadcasters) to comply with the relevant provisions of this Agreement.

(B) By Sponsor. Each of Company and Bottler, solely as to itself, represents, warrants, and covenants to University the following:

(1) Authority. It has the full power and authority to enter into this Agreement.

(2) Binding Obligation. It has obtained all necessary approvals for its execution, delivery, and performance of this Agreement. It has duly executed and delivered this Agreement, which is now its binding legal obligation.

(3) No Conflicting Agreements. It has not entered into, and during the Term will not enter into, any other agreement that would prevent it from complying with this Agreement.

12. MISCELLANEOUS

(A) Press Releases. Neither Company nor Bottler shall in any way or in any form publicize or advertise in any manner the fact that it is providing services to the University without the written approval from the Vice President for Finance and Administration or his/her designated representative. However, nothing shall preclude the Sponsor from listing Boise State University on its routine client list for matters of reference. Any use of the University logo in association with such list shall be approved by University and shall be in the same size as prominence as others on the list. Any and all press releases or comments to the media regarding this Agreement shall be first approved by all the parties hereunder.

(B) Except as otherwise provided in this Agreement, Company and Bottler must obtain the University's specific written consent to use the University's name or any of its registered trademarks in connection with any advertising or promotions, which are not directly related to the University.

(C) Bottler shall, at no expense to Boise State University, procure and maintain through the term of this Agreement:

(1) Commercial General Liability Insurance with limits not less than $1,000,000 per occurrence Combined Single Limits (CSL) for Property Damage and Bodily Injury Liability, including Products/Completed Operations Liability, Blanket Contractual Liability and Personal Injury Liability. If an annual aggregate is used each annual aggregate limit shall not be less than $2,000,000 when applicable and will be endorsed to apply separately to each job site or location;

(2) Automobile Liability Insurance including non-owned and hired vehicles with limits not less than $1,000,000 per occurrence (CSL) for Property Damage and Bodily Injury;

(3) Worker's Compensation - as required by State of Idaho statute including occupational disease. Bottler must provide either a certificate of workman's' compensation insurance issued by a surety licensed to write workman's' compensation insurance in the State of Idaho, as evidence that the Bottler has in effect a current Idaho workman's compensation insurance policy, or an extraterritorial certificate approved by the Idaho Industrial Commission from a state that has a current reciprocity agreement with the Industrial Commission.

(4) Employer's Liability:

(i) Bodily Injury by Accident: $100,000 each accident

(ii) Bodily Injury by Disease: $100,000 each employee

(iii) Bodily Injury by Disease: $500,000 policy limit

(5) Prior to the commencement of the term of this Agreement, Bottler must deliver or fax to (208) 426-1152 to the Purchasing Department of the University a certificate of insurance with respect to **ALL** such insurance including worker's compensation in a form reasonably satisfactory to the University. The general and automobile liability insurance certificate must name the University and the State of Idaho as additional insured and must contain a written provision that, should any of the above-described insurance policies be canceled or non-renewed before the expiration date thereof, the Bottler must notify the University in writing, by certified or registered mail, receipt requested, at least thirty (30) days prior to any cancellation or non-renewal of any such insurance. The insurance company providing the general liability insurance certificate must have an insurance company rating of A or higher by either A.M. Best or Standard and Poor's rating bureaus.

(D) Each of Company, Bottler and University agree to maintain sufficient insurance to adequately protect the respective interests of the parties hereto. A party's insurance coverage will not be construed as a limitation of any potential liability to any of the parties, and failure to request evidence of this insurance will in no way be construed as a waiver of each party's obligation to provide the agreed insurance coverage.

13. Any notice which may be or is required to be given pursuant to the provisions of this Agreement shall be in writing and shall be hand delivered, sent by facsimile, prepaid overnight courier or United States' mail as follows:

Notice to University:

Boise State University
Vice President of Finance and Administration
1910 University Drive
Boise, ID 83725-1200
208-426-1200 (phone)
208-426-3826 (fax)
With a copy to General Counsel, of the same address (Mail stop 1002)

Notice to Company:

The Coca-Cola Company, acting by and through its Coca-Cola North America Division
One Coca-Cola Plaza
Atlanta, Georgia 30313
Attention: Director, Business Affairs
Fax: (404) 598-0421
Copy to: Senior Marketing Counsel, Coca-Cola North America
Fax: (404) 598-7646

Notice to Bottler:

Swire Pacific Holdings, Inc.
12634 South 265 West
Draper, Utah 84020
Attention: President
Fax: 801-816-5435

14. AUDITING AND ACCOUNTING

(A) The Bottler will operate on its own credit, with no advance payments from the University.

(B) All records relating to payments made or the provision of goods or services under this Agreement must be retained by the Bottler, and accessible to the University for a minimum of five (5) previous years plus the current Agreement year. The University reserves the right to audit during regular business hours upon at least three (3) business days' notice any aspect of the performance of the Agreement. Bottler shall keep full timely and accurate records in accordance with generally accepted accounting practices (GAAP).

(C) The books, records, documents, and accounting procedures and practices of the Bottler relevant to this Agreement shall be subject to examination by the University and/or State of Idaho officials during regular business hours upon at least three (3) business days' notice. The Bottler shall:

(i) Provide the University and/or its auditor's reasonable facilities for the examination, copying and audit of the books and records at the location where the records are kept in the ordinary course of business.

(ii) Make such returns and reports as are reasonably required or necessary to evaluate Bottler's performance under this Agreement.

(iii) Attend and answer under oath all lawful inquiries related to the Bottler's performance under the beverage services contract..

(iv) Produce and exhibit such books and records, related to this Agreement or the Bottler's performance under this Agreement, as may be desired to be inspected at the location where the records are kept in the ordinary course of business.

(v) In all things related to this Agreement, cooperate with the University and/or its auditors in the performance of its duties.

(D) Bottler shall inform the University of the schedule of independent audits of the Sponsor's records and operations, if any. The University shall receive a report of any findings that materially affect the University.

(E) The University is on a monthly business cycle with a fiscal year of July 1 through June 30. Bottler shall supply financial data according to this cycle as well as special annual reports and analysis covering its operations under the Agreement no later than July 31st following the end of the fiscal year. All reports shall be provided to the University via an electronic means such as CD and in Microsoft Excel spreadsheet format or other mutually acceptable media.

(F) Upon request of the University, the Bottler shall meet with the University and review each operating statement, explain deviations, discuss problems, and mutually agree on courses of action, to improve the results of the required services included in this Agreement. Operating statement adjustments required as a result of review and/or audit shall be identified and reflected in the next period statement.

(G) Cash shortages from vending machines provided pursuant to the terms of this Agreement are the responsibility of the Bottler. Commissions are payable on collected cash only.

(H) Bottler cannot waive commissions in any manner without prior written approval from the Vice President for Finance and Administration or his/her designee.

(I) Annual Sales and Marketing Report University shall meet Bottler no less than once annually in the fall to discuss status of the current marketing proposal including sales by location, sales trends compared to prior years, marketing plans for upcoming years, discuss areas that are in need of improvements, equipment location plans, etc.

THE COCA-COLA COMPANY acting by and through its COCA-COLA NORTH AMERICA DIVISION

____
By:
Title:
Date:

BOISE STATE UNIVERSITY

____
By:
Title:
Date:

SWIRE PACIFIC HOLDINGS

____
By:
Title:
Date:

EXHIBIT A

DEFINITIONS

Certain capitalized words or phrases are used throughout this document. Such words or phrases have the meanings set out below:

1. **"**Accounting Period" means a one-month period of time, closing on the last business day of the month.

2. "Agreement Year" means each twelve-month period during the Term commencing on July 1st and ending on June 30th.

3. "Beverages" means all non-alcoholic beverages, including but not limited to, natural or artificially flavored drinks carbonated and non-carbonated drinks with nutritive or non-nutritive sweeteners, flavored and/or sweetened mineral water, bottled water, natural or artificially flavored fruit juices, fruit and/or juice-containing drinks and flavored drinks, packaged tea and coffee drinks, isotonic drinks and energy drinks. The term "Beverages" does not include fresh milk or milk-based beverages, hot tea and hot coffee freshly brewed on premise, alcoholic, non-alcoholic or low-alcohol beer, wine or liquor, hot chocolate, bottled office water (i.e. bulk water 5 gallons and above), Sports Nutritional Beverages (as hereafter defined), flavored enhancers, liquid water enhancers, and non-alcoholic beverages sold as "shots" or "supplements." .

4. "Broadcaster" means any person or entity that for any business purpose broadcasts, distributes, prints, syndicates, televises, or publishes by any means (including electronically via the Internet) any photograph, film, videotape, or other recording or rendering of all or part of the Campus, any University Team game, or any other Campus event. "Broadcast" has a corresponding meaning.

5. "Campus" means the area of the campuses in Ada County and Canyon County, Idaho (excluding property transferred to the College of Western Idaho) and other real property that the University may own or operate, including but not limited to any and all athletic facilities, business offices, student facilities including residence halls, classrooms, restaurants, concession stands, snack bars, bookstores, and dining halls, and any and all other buildings or facilities owned or operated by of University or which University may acquire, or construct during the Term, and which are operated by or directly in conjunction with the University or over which University has management control. "Campus" includes the Parkcenter Drive building owned by University. Excluded from the contract are leased spaces off University owned land.

6. “Company Beverages” means Beverages manufactured, distributed, marketed or sold under trademarks or brand names owned or controlled by or licensed for use to Company

7. “Competitive Products” means all Beverages that are not Company Beverages, and any products, whether or not Beverages, marketed under Beverage trademarks that are not Company Marks (e.g., “Gatorade Energy Bars”).

8. “Designations” means (1) “Official Soft Drink [or Juice, Tea, Sports Drink, etc.] of Boise State University (2) “Official Soft Drink [or Juice, Tea, Sports Drink, etc.] of Broncos;” and (3) “Official" or "Proud" Sponsor of the Boise State Broncos.

9. “In Writing or Written Notice” means any letter or memo sent via fax, U.S. Postal Service, United Parcel Service, FedEx, or via e-mail.

10. “Marks” means, with respect to any party, any trademark, trade name, service mark, design, logo, slogan, symbol, mascot, character, identification, or other proprietary design now or in the future owned, licensed, or otherwise controlled by that party. Examples of University Marks include the Designations; the University's name, logo, and emblems; the Teams' names, uniforms, logos, school colors, mascots, emblems, and the blue turf.

11. “Normal Operation Hours” means unless otherwise stated, the normal operating hours of BSU are to be considered to be 8:00 a.m. until 5:00 p.m. Mountain Time, Monday through Friday, with the exception of State holidays.

12. "Sports Nutritional Beverages" means Beverages, in a ready-to-drink or powder form, that provides a blend of protein, vitamins and minerals used to affect metabolic function, muscular replenishments, as a protein supplement, and/or used for meal replacement, but is not used for or marketed as having hydration benefits and is not marketed as a “water,” "Sports Drink” or an "Energy Drink.” Current examples of Sports Nutritional Beverages include Core Power, Met-RX®, Muscle Milk®, Gatorade® Nutrition Shake, Ensure®, and Myoplex®. Sports Nutritional Beverage’s shall not include Beverages that contain juice, juice concentrate, coffee, or tea as an ingredient.

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Exhibit B

Beverage Vending Commissions (for full service vending only)

Bottler shall pay to University a commission on the sales of all vended beverage products on campus calculated as a percentage of sales and including a guaranteed annual minimum. The Bottler should provide the commission rate per vended beverage item. The Beverage Vending Commissions payable hereunder are set out below:

Package:	Vend Rate	Commission %:
Years 1-5:		
12 oz cans	$ 1.00	60%
20 oz bottles (SSD & Dasani)	$1.50	60%
16.9oz Vitamin Water, 20oz POWERADE, 450ml MM	$1.75	45%
Energy (16 oz)	$2.25	45%
Years 6-10		
12 oz cans	$1.25	60%
20 oz bottles (CSD & Dasani)	$1.75	60%
20oz Vitamin Water & POWERADE, 450ml MM	$2.00	45%
Energy (16 oz)	$2.50	45%

Commissions will be paid based on cash collected net of sales tax, recycling deposits or fees, debit card charges, shortages, and any state-mandated deposit fees or other charges where applicable. Commissions shall only be paid on sales from vending machines filled and serviced by Bottler.

Bottler agrees to pay University an annual guaranteed vending commission of $150,000 in each of years one (1) and two (2), and will increase the Guaranteed Commission by 3% each year starting in year three (3). Commission will be paid monthly as earned on all bottle/can Company Beverages (excluding Odwalla) sold through Bottler's full service vending machines on Campus, computed and payable in accordance with the terms set forth in Exhibit B. If the full amount of the Guaranteed Commission has not been earned at of the end of any Agreement Year, Bottler will pay the remaining portion of the Guaranteed Commission to University no later than twenty (20) days after the end of the applicable Agreement Year. Commissions will be paid based on cash collected, net of sales tax, recycling fees, debit card charges (if applicable),shortages, and any state-mandated deposit fees or other charges. Commissions shall only be paid on sales from vending machines filled and serviced by Bottler.

Bottler shall submit commission payments to the University by the 20^{th} of the month for the previous month. The commission for June shall include the amount needed, if any, to reach the minimum annual commission amount for the prior year. Included with the payment (to be by check) shall be a complete statement showing sales by each machine and location. These statements should also be provided to the University via an electronic means such as CD or other media in a Microsoft Excel spreadsheet format. Bottler and the University will agree on a mutually acceptable reporting format.

Commissions which have not been paid within thirty (30) business days from the due date shall accrue interest at the lesser of one and one-half percent (1.5%) per month or the highest contractual interest rate allowed by the State of Idaho.

On expiration or termination of this Agreement, partial year guarantee minimum commissions due, if any, shall be calculated as the portion of the total number of periods compared to the annual guaranteed commissions for the number of periods for which service was provided.

Checks for rebate payment shall be made payable to Boise State University and forwarded to the Office of the Vice President for Finance and Administration, 1910 University Drive Room 208 Administration Building, Boise, Idaho 83725.

Exhibit C

Product Pricing

PRICE RESPONSE SHEET

Bottle and Can Pricing: Year 1

Product Category	Unit Size / Style	Variety	Unit Price	Commission %
12 oz cans	24 cans per case	Assorted	$11.68 per case	N/A (retail)
12 oz Fridgepack cans	24 cans per case	Assorted	$11.68 per case	N/A (retail)
7.5 oz cans	24 cans per case	Coke, Dt. Coke, Sprite	$11.68 per case	N/A (retail)
8.5 SSD Aluminum Bottles	24 bottles per case	Coke, Diet Coke, Sprite, Coke Zero	$21.13 per case	N/A (retail)
355 ml Mexican Imports	24 bottles per case	Coke, Sprite, Fanta	$20.16 per case	N/A (retail)
500 ml Mexican Imports	24 bottles per case	Coke, Sprite, Fanta	$23.28 per case	N/A (retail)
20 oz Sparkling Bottles	24 bottles per case	Assorted	$20.18 per case	N/A (retail)
1 Liter SSD	12 bottles per case	Assorted	$15.27 per case	N/A (retail)
2 Liter SSD	8 bottles per case	Assorted	$11.91 per case	N/A (retail)
1.9 oz Dasani Drops	6 squeeze bottles per case	Assorted	$15.84 per case	N/A (retail)
12 oz Dasani Water	24 bottles per case	N/A	$11.36 per case	N/A (retail)
.5 liter Dasani Water	24 bottles per case	N/A	$16.49 per case	N/A (retail)
20 oz Dasani Water	24 bottles per case	N/A	$13.64 per case	N/A (retail)

1 liter Dasani Water	12 bottles per case	N/A	$11.18 per case	N/A (retail)
500 ml Evian Water	24 bottles per case	N/A	$27.27 per case	N/A (retail)
1 Liter Evian Water	12 bottles per case	N/A	$23.05 per case	N/A (retail)
20 oz Glaceau Smartwater	24 bottles per case	N/A	$24.27 per case	N/A (retail)
700 ml Glaceau Smartwater	24 bottles per case	N/A	$24.82 per case	N/A (retail)
1 liter Glaceau Smartwater	12 bottles per case	N/A	$16.50 per case	N/A (retail)
16.9 oz Glaceau Vitaminwater	24 bottles per case	Assorted	$24.96 per case	N/A (retail)
20 oz Glaceau Vitamin Water	24 bottles per case	Assorted	$26.48 per case	N/A (retail)
32 oz Glaceau Vitamin Water	12 bottles per case	Assorted	$23.18 per case	N/A (retail)
11.2 oz Zico Coconut Water	12 tetra packs per case	Natural	$15.96 per case	N/A (retail)
14 oz Zico Coconut Water	12 bottles per case	Natural, Chocolate	$20.64 per case	N/A (retail)
1 liter Zico Coconut Water	12 tetra pouches per case	Natural	$40.08 per case	N/A (retail)
11.5 oz Core Power	12 bottles per case	Assorted. Light and regular	$27.00 per case	N/A (retail)
Campbell's V-8 12 oz bottles	12 bottles per case	Vegetable, Spicy	$17.05 per case	N/A (retail)
V-8 Fusion 12 oz bottles	12 bottles per case	Strawberry Banana, Pomegranate	$17.05 per case	N/A (retail)
V-8 Splash 16 oz bottles	12 bottles per case	Tropical Blend, Berry Blend, Strawberry Kiwi	$17.05 per case	N/A (retail)

12 oz Minute Maid Natural Energy	12 bottles per case	Assorted	$12.69 per case	N/A (retail)
Minute Maid Juice .450 ml.	24 bottles per case	Assorted	$25.37 per case	N/A (retail)
20 oz Powerade	24 bottles per case	Assorted	$20.73 per case	N/A (retail)
32 oz Powerade	15 bottles per case	Assorted	$16.19 per case	N/A (retail)
2 gal Powerade powder mix	8 cans per case	Assorted	$29.99 per case	N/A (retail)
5 gal Powerade powder mix	1 pouch per case	Assorted	$11.99 per case	N/A (retail)
16.9 oz Gold Peak Tea	12 bottles per case	Assorted	$14.36 per case	N/A (retail)
16.9 oz Honest Tea/ Ade	12 bottles per case	Assorted	$14.76 per case	N/A (retail)
23 oz Peace Tea	12 cans per case	Assorted	$7.83 per case	N/A (retail)
16.9 oz Fuze	12 bottles per case	Assorted	$16.48 per case	N/A (retail)
9.6 oz Monster Xpresso	24 cans per case	Xpresso	$42.44 per case	N/A (retail)
12 oz Monster Nitrous	24 cans per case	Assorted	$46.35 per case	N/A (retail)
15 oz Monster Java	12 cans per case	Assorted	$20.60 per case	N/A (retail)
550 Monster Import	24 cans per case	Assorted	$46.35 per case	N/A (retail)
16 oz Monster	24 cans per case	Assorted	$38.61 per case	N/A (retail)
16 oz Full Throttle Energy	24 cans per case	Assorted	$37.51 per case	N/A (retail)
16 oz Nos Energy	24 cans per case	Assorted	$37.51 per case	N/A (retail)
22 oz. Nos Energy	12 bottles per case	Assorted	$26.48 per case	N/A (retail)

Ancillary Product Pricing Year 1

16 oz cups	(1,000) 16 oz cups per case	N/A	$47.09 per case	N/A (retail)
16 oz compostable cups	(1,000) 16 oz cups	N/A	$61.22 per case	N/A (retail)
21 oz cups	(1,000) 21 oz cups per case	N/A	$52.31 per case	N/A (retail)
21 oz compostable cups	(1,000) 21oz cups per case	N/A	$69.88 per case	N/A (retail)
24 oz cups	(1,000) 24 oz cups per case	N/A	$61.86 per case	N/A (retail)
32 oz cups	(480) 32 oz cups per case	N/A	$40.48 per case	N/A (retail)
32 oz compostable cups	(500) 32 oz cups per case	N/A	$57.69 per case	N/A (retail)
44 oz cups	(480) 44 oz cups per case	N/A	$52.70 per case	N/A (retail)
16/21/24 oz lids	(2,000) lids per case	N/A	$33.34 per case	N/A (retail)
16/21 oz compostable lids	(2,000) lids per case	N/A	$38.70 per case	N/A (retail)
32 oz lids	(960) lids per case	N/A	$40.48 per case	N/A (retail)
32 oz compostable lids	(960) 32 oz lids per case	N/A	$33.38 per case	N/A (retail)
44 oz lids	(960) 44 oz lids per case	N/A	$31.18 per case	N/A (retail)
10 inch Wrapped Straws	(6,000) straws per case	N/A	$70.96 per case	N/A (retail)
20 lb. CO2	1 tank	N/A	$17.90 per tank	N/A (retail)
35 lb. CO2	1 tank	N/A	$25.00 per tank	N/A (retail)
Premix Tanks	5 gallon Tank	Assorted	$23.87 per (1)	N/A (retail)

			tank	

* All Bottle/Can and Ancillary prices may be adjusted on an annual basis. Price increases will be communicated by November 15 of each Agreement Year and become effective on July 1 of each Agreement Year. If the parties are unable to reach an agreement regarding price increases, increases shall not exceed 4% of the previous year's prices.

If during the Term University elects to self-operate any or all of its food service locations, Bottler will extend to University the pricing and terms then in effect with respect to the Concessionaire operating those locations, including the same schedule and amount of price increases as detailed above for Bottle/Can and Ancillary Products.

Foodservice, Odwalla and Minute Maid Pricing Year 1: See next page

Product Category	Unit Size / Style	Variety	Unit Price	Commission %
Sparkling	5 Gal BIB	Coca-Cola, diet Coke, Sprite, cherry Coke, Pibb Xtra, Fanta orange, CF Barq's,	$61.20	N/A
Sparkling	2.5 Gal BIB	CF Coke, CF diet Coke, Coke Zero, diet Coke w/lime, Sprite Zero, Fresca, Barq's red crème, Mello Yello, Seagram's tonic, Seagram's ginger ale	$31.95	N/A
Still	5 Gal BIB	Minute Maid lemonade, Hi-C lemonade, Hi-C fruit punch, Nestea raspberry, Nestea unsweetened	$61.20	N/A
Still	2.5 Gal Bib	POWERADE fruit punch, POWERADE mountain blast	$31.95	N/A
Premium Still	2.5 Gal BIB	Minute Maid Light	$33.25	N/A
Iced Teas	2.5 Gal BIB	Gold Peak sweet black	$31.95	
Iced Teas	2.5 Gal BIB	Gold Peak sweet green	$33.25	N/A
Iced Teas	2.5 Gal BIB	Gold Peak premium unsweetened	$31.00	N/A
Juice	2.5 Gal BIB	Orchard's Best orange juice blend	$70.76	N/A
Juice	2.5 Gal BIB	Orchard's Best apple	$73.28	N/A
Juice	2.5 Gal BIB	Orchard's Best cranberry	$49.93	N/A

Juice	2.5 Gal BIB	Southern Sun sour	$40.37	N/A

Odwalla Pricing Year 1

Product Category	Size	Variety	Unit Price	Commission %
Pure Juice	12 oz	Pure Squeezed Orange	$1.76	N/A
Pure Juice	12 oz	Pure Pressed Carrot	$1.76	N/A
Quencher	12 oz	PomaGrand Limeade	$1.76	N/A
Smoothie	12 oz	Mango Tango®	$1.76	N/A
Smoothie	12 oz	Strawberry Banana	$1.76	N/A
Smoothie	12 oz	Citrus C Monster®	$1.76	N/A
Smoothie	12 oz	Strawberry C Monster®	$1.76	N/A
Smoothie	12 oz	Wellness (seasonal Sep-Apr)	$1.76	N/A
Superfood	12 oz	Blueberry B Superfood®	$1.76	N/A
Superfood	12 oz	Mo' Beta Superfood®	$1.76	N/A
Superfood	12 oz	Superfood™	$1.76	N/A
Superfood	12 oz	Berries Go Mega Superfood	$1.76	N/A
Superfood	12 oz	Red Rhapsody Superfood	$1.76	N/A
Superfood	12 oz	Pink Poetry Superfood (seasonal Sep-Nov)	$1.76	N/A
Protein	12 oz	Super Protein™	$1.76	N/A
Protein	12 oz	Vanilla Al'Mondo Super Protein	$1.76	N/A
Protein	12 oz	Pumpkin Super Protein (seasonal Sep-Nov)	$1.76	N/A
Protein	12 oz	Vanilla Protein Monster	$1.76	N/A
Protein	12 oz	Chocolate Protein Monster	$1.76	N/A
Protein	12 oz	Strawberrry Protein Monster	$1.76	N/A
Energy	12 oz	Serious Energy	$1.76	N/A
Refresher	12 oz	Pear Berry Jive Smoothie Refresher	$1.76	N/A
Refresher	12 oz	Mixed Berry Shuffle Smoothie Refresher	$1.76	N/A
Refresher	12 oz	Mango Lime Twist Smoothie Refresher	$1.76	N/A
Kid's Pack	**6.75oz Box**	Grape Berry Prarie	$1.07	N/A
Kid's Pack	**6.75oz Box**	Mango Pineapple Island	$1.07	N/A
Kid's Pack	**6.75oz Box**	Strawberry Banana Jungle	$1.07	N/A
Pure Juice	64 oz	Pure Squeezed Orange	$5.25	N/A
Pure Juice	64 oz	Organic Pure Pressed Carrot	$5.24	N/A
Pure Juice	64 oz	Pure Pressed Carrot	$4.43	N/A
Pure Juice	64 oz	Pure Squeezed Grapefruit	$4.43	N/A
Pure Juice	64 oz	Pure Squeezed Tangerine (seasonal Nov-Mar)	$4.43	N/A
Pure Juice	64 oz	Pure Pressed Apple	$4.43	N/A

Quencher	64 oz	Lemonade (seasonal May-Sep)	$4.43	N/A
Quencher	64 oz	Summertime Lime (seasonal May-Sep)	$4.43	N/A
Quencher	64 oz	PomaGrand Limeade	$4.43	N/A
Smoothie	64 oz	Mango Tango®	$5.06	N/A
Smoothie	64 oz	Strawberry C Monster®	$5.06	N/A
Superfood	64 oz	Superfood™	$5.06	N/A
Superfood	64 oz	Blueberry B Superfood®	$5.06	N/A
Pure Blend	64 oz	PomaGrand-Pomegranate Juice	$8.98	N/A
All Other	64 oz	Pure Lemon HG - 4602	$5.54	N/A
All Other	64 oz	Pure Lime HG - 4802	$6.44	N/A
Pure Juice	128 oz	Pure Squeezed Orange	$6.80	N/A
All Other	128 oz	LEMONADE BASE 46% LEMON JC GAL	$9.00	N/A
Superfood	Caddy (15 ct)	Strawberry Pomegranate	$12.60	N/A
"	Bar (2.0 oz)	"	$0.84	N/A
Superfood	Caddy (15 ct)	Superfood™	$12.60	N/A
"	Bar (2.0 oz)	"	$0.84	N/A
Superfood	Caddy (15 ct)	Berries Go Mega	$12.60	N/A
"	Bar (2.0 oz)	"	$0.84	N/A
Superfood	Caddy (15 ct)	Blueberry Swirl	$12.60	N/A
"	Bar (2.0 oz)	"	$0.84	N/A
Protein	Caddy (15 ct)	Super Protein™	$12.60	N/A
"	Bar (2.0 oz)	"	$0.84	N/A
Protein	Caddy (15 ct)	Chocolate Chip Peanut	$12.60	N/A
"	Bar (2.0 oz)	"	$0.84	N/A
Protein	Caddy (15 ct)	Chocolate Peanut Butter Protein	$12.60	N/A
"	Bar (2.0 oz)	"	$0.84	N/A
Nourishing	Caddy (15 ct)	Banana Nut	$12.60	N/A
"	Bar (2.0 oz)	"	$0.84	N/A
Nourishing	Caddy (15 ct)	Choco Walla	$12.60	N/A
"	Bar (2.0 oz)	"	$0.84	N/A
Fiber	Caddy (15 ct)	Dark Chocolate Walnut	$12.60	N/A
"	Bar (2.0 oz)	"	$0.84	N/A
Chewy Nut	Caddy (15 ct)	Sweet & Salty Peanut	$12.60	N/A
"	Bar (1.6 oz)	"	$0.84	N/A
Chewy Nut	Caddy (15 ct)	Sweet & Salty Almond	$12.60	N/A
"	Bar (1.6 oz)	"	$0.84	N/A
Chewy Nut	Caddy (15 ct)	Chocolate Trail Mix	$12.60	N/A
"	Bar (1.6 oz)	"	$0.84	N/A
	Caddy (15 ct)	White Chocolate Macadamia	$12.60	N/A
Juice	13.5oz	Simply Orange Original	$1.30	N/A
Juice	13.5oz	Simply Lemonade	$1.30	N/A
Juice	13.5oz	Simply Limeade	$1.30	N/A
Juice	13.5oz	Simply Raspberry Lemonade	$1.30	N/A

Juice	13.5oz	Simply Cranberry Cocktail	$1.30	N/A
Juice	13.5oz	Simply OJ with Mango	$1.30	N/A
Juice	13.5oz	Simply Apple	$1.30	N/A

Price increases for National Account Fountain Syrup Pricing become effective January 1st of each calendar year. Any sub-contractors will receive national account pricing in accordance with their respective agreements with Company. Fountain Syrup Pricing, Minute Maid Orchard's Best and Odwalla Product Pricing and increases will be consistent with Concessionaire's national contract. If during the Term the University elects to self-operate any or all of its food service locations, Company will extend to University the pricing and terms then in effect with respect to the Concessionaire operating those locations, to include the same schedule and amount of price increases for Fountain Syrup Pricing and Minute Maid Orchard's Best Products

Should the University choose to self-operate foodservice locations on Campus, Odwalla pricing would revert to National Account Foodservice Pricing. Odwalla's pricing may be increased at a maximum of 3% each calendar year to cover Odwalla's material and operating costs. Odwalla agrees that it will not increase its pricing by more than 3% over its pricing for the immediately preceding Agreement Year, except in the event of a substantial and unforeseen material increase in cost of goods, production or transportation. In the event of a substantial and unforeseen material increase in Odwalla's costs requiring an increase in pricing of more than 3%, Odwalla will provide University with written documentation of such cost increases. Odwalla will give forty-five (45) days written notice of such increase. Any price increases will be proposed by November 15th for the first Monday following the end of spring semester.

Company and Bottler acknowledge that the University currently distributes and sells beverages through the following operations: vending, concessions, catering, resident hall dining and retail. The current food services contractor on the campus is Aramark whose contract extends at least through the year June 30, 2016. Aramark, through their subcontractor, Canteen Corporation, provides non-beverage vending. In the event of a change in the University's contract food services contractor, this Agreement will remain in full effect.

As specified above, Company and Bottler acknowledge that the University currently has a Concessionaire operating its facilities on Campus. That Concessionaire has an agreement with Company that describes the terms for Beverage pricing, equipment and service provided by Company to that Concessionaire. If University engages any other Concessionaire(s) to operate on Campus, Sponsor will separately negotiate terms for Beverage prices, equipment and service with such Concessionaire(s), provided, however, that such separate terms shall not exceed the pricing as set forth in this Agreement and any subsequent agreed upon price increases.

Exhibit D

BENEFITS OF ATHLETICS SPONSORSHIP

Each Agreement Year during the Term of this Agreement, University will provide to Sponsor the following benefits as corporate partner of Bronco Athletics as part of the beverage services contract:

Bronco Stadium Signage:

Static Signage

Prominent static or digital ad panel on Bronco vision video Board

One (1) front lit, 7 x 14 Stadium Exterior Sign facing Broadway Avenue

Digital Signage

One (1) LED Digital Ribbon Board Package

One (1) TV Viewable Field Level Digital End Zone Package

Taco Bell Arena Signage

Prominent presence on center hung video Bronco Vision Video Board

Prominent static or digital ad panel on mezzanine

Three (3) 3 x 6 non TV viewable, courtside rotational signage panels

Additional Signage

Presence on official Boise State Media Backdrop

- Football home and away post-game press conferences
- Including but not limited to televised post-game press conferences in all sports and athletic department news press conferences

One (1) 3 x 9 static ad panel, Boas Soccer and Tennis Complex scoreboard

One (1) 4.5 x 5 static ad panel at Jacksons Indoor Track

Football Promotions

Replay banner package on Bronco Vision Video Board for all football and basketball games

Sampling and vehicle display opportunity in Hall of Fame Plaza before all home football games

One (1) in game promotion for football and basketball home games

- Includes on field access, Bronco vision video Board and full LED digital ribbon board access
- Football – all home games per season
- Basketball – eight (8) men's and eight (8) women's basketball games per season
- Partner may have exclusive access to entire ribbon board as part of in game feature (football)

Bronco Radio Network

Network Entitlement

- Bronco Radio Network to be branded – Partner Bronco Radio Network

- Multiple in game identifications as the Partner Bronco Radio Network, football, men's and women's basketball radio game broadcasts as well as football and basketball coaches shows
- Opening and closing billboards identified as Partner Bronco Radio Network

Two (2) :30 second spots, in game for all FB, MBB, WBB game broadcasts on Partner Bronco Radio Network

Two (2) :10 second live reads during all Partner Bronco Radio Network broadcasts

Print

One (1) full page color ad in all FB and BB game programs

Logo presence on all schedule cards, schedule magnets, team schedule posters and season ticket mailer envelopes

One (1) mailer insert in FB and BB season ticket mailings

Internet

Broncosports.com:

Permanent logo presence on broncosports.com

Click-through rotational ad combo

- Banner, story board, sky scraper
- 12 months/1,000,000 guaranteed impressions

Merchandise

Each Agreement Year, Sponsor will receive Boise State Bronco athletic merchandise with a value of $1,500 to be used for promotional purposes.

Each Agreement Year, Sponsor will receive autographed merchandise (Head Football Coach signed footballs etc) of a nature and in an amount to be mutually agreed upon between Sponsor and University.

Tickets and Hospitality

Two (2) Spots reserved on team charter plane to be a TBD away football game

Four (4) Pre-game sideline passes for all home FB games

Four (4) BAA parking passes to all FB and MBB home

Two (2) VIP reserved parking passes through club seat program for all home FB games

Twelve (12) VIP season tickets to Boise State Athletic events

Four (4) Club Seats, Stueckle Sky Center for all home FB games

100 FB season tickets in Section 129

100 FB season tickets in North End Zone

Fifty (50) additional tickets to one home FB game

Six (6) BAA memberships tied to season tickets (listed above)
Sponsor will be entitled to purchase bowl game or post season tournament tickets for any sport in which a University athletic team is participating up to 20 football bowl game seats and 4 men's basketball tournament seats.

EXHIBIT E

COCA-COLA NORTH AMERICA FOUNTAIN EQUIPMENT LEASE AGREEMENT
BOISE STATE UNIVERSITY

1. **LEASE AGREEMENT AND TERM**. The Coca-Cola Company, through its Coca-Cola North America division, ("Company") hereby leases to the account identified on the attached Sponsorship Agreement ("Lessee") all fountain beverage dispensing equipment provided to Lessee (the "Equipment"), subject to the terms and conditions set forth in this Lease Agreement. Each piece of Equipment is leased commencing on its installation date (the “Commencement Date”). If this Lease is terminated with respect to any piece of Equipment because Lessee breached the Sponsorship Agreement or the terms of this Lease prior to 100 months from the Commencement Date for that piece of Equipment, Lessee will pay Company the actual cost of removal of that Equipment, as well as the unamortized portion of the costs of (i) installation, (ii) non-serialized parts (e.g. pumps, racks and regulators) and other ancillary equipment, (iii) remanufacturing, and (iv) standard shipping and handling charges. The terms of this Lease will continue in effect with respect to each piece of Equipment until the Equipment has been removed from Lessee's premises and will survive the expiration or termination of the Sponsorship Agreement. Company agrees that it will not charge Lessee for any removals or reinstallations of equipment removed and relocated due to remodeling on campus if Lessee agrees to store Company’s equipment on campus until the equipment can be reinstalled in new locations.

2. **TITLE TO THE EQUIPMENT**. Title to the Equipment is, and will at all times remain, vested in Company. Lessee will have no right, title, or interest in or to the Equipment, except the right to quiet use of the Equipment in the ordinary course of its business as provided in this Lease. THE PARTIES AGREE, AND LESSEE WARRANTS, THAT THE EQUIPMENT IS, AND WILL AT ALL TIMES REMAIN, PERSONAL PROPERTY OF COMPANY NOTWITHSTANDING THAT THE EQUIPMENT OR ANY PART THEREOF MAY NOW BE, OR HEREAFTER BECOME, IN ANY MANNER AFFIXED OR ATTACHED TO, OR EMBEDDED IN, OR PERMANENTLY RESTING UPON, REAL PROPERTY OR IMPROVEMENTS ON REAL PROPERTY

3. **USE OF EQUIPMENT**. Lessee agrees that the Equipment will be used to dispense only Company Products.

4. **WARRANTY DISCLAIMER**: LESSEE ACKNOWLEDGES THAT COMPANY IS NOT A MANUFACTURER OF THE EQUIPMENT AND THAT COMPANY HAS MADE NO REPRESENTATIONS OF ANY NATURE WHATSOEVER PERTAINING TO THE EQUIPMENT OR ITS PERFORMANCE, WHETHER EXPRESS OR IMPLIED, INCLUDING (WITHOUT LIMITATION) ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR ANY OTHER WARRANTIES RELATING TO THE DESIGN, CONDITION, QUALITY, CAPACITY, MATERIAL OR WORKMANSHIP OF THE EQUIPMENT OR ITS PERFORMANCE, OR ANY WARRANTY AGAINST INTERFERENCE OR INFRINGEMENT, OR ANY WARRANTY WITH RESPECT TO PATENT RIGHTS, IF ANY, PERTAINING TO THE EQUIPMENT. SINCE COMPANY DOES NOT MANUFACTURE OR SERVICE THE EQUIPMENT, COMPANY SHALL NOT BE RESPONSIBLE FOR ANY DIRECT, INCIDENTAL OR CONSEQUENTIAL LOSSES, OR DAMAGES OF ANY NATURE WHATSOEVER, RESULTING FROM THE DELIVERY, INSTALLATION, MAINTENANCE, OPERATIONS, SERVICE OR USE OF ANY EQUIPMENT OR OTHERWISE.

5. **MAINTENANCE AND REPAIRS**. Lessee's recourse against Company with respect to service provided by Company or its agents to the Equipment is that Company will correct any defective workmanship at no additional charge to Lessee, provided that Company is given prompt notification of any defective workmanship. Company shall not be otherwise liable for negligent acts or omissions committed in regard to maintenance or repair of the Equipment to the extent that Company was not the entity performing such maintenance or repair and Company assumes no responsibility for incidental, consequential or special damages occasioned by such negligent acts or omissions under such circumstances.

6. **RISK OF LOSS**. All risk of loss, including damage, theft or destruction, to each item of Equipment shall be borne by Lessee unless caused by equipment malfunction or reasonable wear and tear. No such loss, damage, theft or destruction of Equipment, in whole or in part, will impair the obligations of Lessee under this Lease, all of which will continue in full force and effect.

7. **DEFAULT AND REMEDIES**. The failure of Lessee to comply with any provision of this Lease, and the failure of Lessee to remedy, cure, or remove such failure within thirty (30) days after receipt of written notice thereof from Company shall constitute a "Default." Upon the occurrence of any Default or at any time thereafter, Company may terminate this Lease as to any or all items of Equipment, may enter Lessee's premises and retake possession of the Equipment at Lessee's expense, and will have all other remedies at law or in equity for breach of this Lease.

8. **LIQUIDATED DAMAGES**. If Lessee is unable or unwilling to return the Equipment to Company in good working order, normal usage wear and tear and damage caused by equipment malfunction excepted, at the expiration or termination of the Lease, Lessee shall pay as liquidated damages the total of: (i) the value of Company's residual interest in the Equipment, plus (ii) all tax indemnities associated with the Equipment to which Company would have been entitled if Lessee had fully performed this Lease, plus (iii) costs, interest, and attorneys' fees incurred by Company due to Lessee's violation of Section 2 or its failure to return the Equipment to Company, minus (iv) any proceeds or offset from the release or sale of the Equipment by Company.

9. **OTHER TERMS**. Customer acknowledges and agrees to comply with all equipment manufacturers' specifications and product dispensing and preparation instructions and specifications. No failure by Company to exercise and no delay in exercising any of Company's rights hereunder will operate as a waiver thereof; nor shall any single or partial exercise of any right hereunder preclude any other or further exercise thereof or of any other rights. THIS LEASE WILL BE GOVERNED BY THE LAWS OF THE STATE OF IDAHO.

EXHIBIT F

APPROVED CUP DESIGN

EXHIBIT G

MODIFIED STATE OF IDAHO TERMS AND CONDITIONS

The following Modified State of Idaho Terms and Conditions (“Terms and Conditions”) shall apply to the beverage service agreement (RFP TS13-035) between The Coca-Cola Company (“Coca-Cola” or “Company”), Swire Pacific Holdings, Inc. (“Bottler”), and Boise State University (“State,” or “State of Idaho” or “University”). Unless otherwise specifically noted, as used herein, the term “Sponsor” shall refer to Company and Bottler, collectively.

1. DEFINITIONS: Unless the context requires otherwise, all terms not defined below shall have the meanings defined in Idaho Code Section 67-5716 or IDAPA 38.05.01.011.

A. Agreement – The Agreement (“Agreement”) resulting from RFP TS13-035, consists of these Terms and Conditions and the Beverage Services Agreement among The Coca-Cola Company, Swire Pacific Holdings, Inc., and Boise State University (the “Beverage Services Agreement”). The Agreement shall also include any amendments mutually agreed upon by both parties.

Any inconsistency between or among any of the above incorporated documents will be decided in the following order of precedence:

1. These Terms and Conditions;
2. Beverage Services Agreement;

B. Property – Goods, services, parts, supplies and equipment, both tangible and intangible, including, but not exclusively, designs, plans, programs, systems, techniques and any rights and interest in such property.

C. State – The State of Idaho including each agency unless the context implies other states of the United States.

2. REMEDIES FOR LOSS OF RIGHTS; TERMINATION:

(a) In addition to any other legal or equitable remedy, University will have the right to terminate this Agreement upon forty-five (45) days' written notice to Company and Bottler at any time if:

(i) Either Company or Bottler fails to make any payment due under this Agreement, and if such default continues uncured for the forty-five day period referenced in Section (a); or

(ii) Either Company or Bottler breaches any material term or condition of this Agreement, and if such breach continues uncured for the forty-five day period referenced in Section (a).

(iii) If the Agreement is terminated pursuant to clause (i) or (ii) of this Section 2(a), the State, upon termination for default or non-compliance, reserves the right to take any legal action it may deem necessary including, without limitation, offset of damages against payment due.

(b) In addition to any other legal or equitable remedy, Sponsor will have the right to terminate this Agreement upon forty-five (45) days' written notice to University at any time if:

(i) University breaches any material term or condition of this Agreement, and if such breach continues uncured for the forty-five day period referenced in Section (b); or

(ii) University's right to convey any of the promotional and Beverage availability rights contained in this Agreement expire or are revoked; or

(iii) Any material component of the Campus is closed for a period of more than one hundred twenty (120) days, whether or not such closure is due to a cause beyond the reasonable control of University. For the purposes of the parties' agreement, the term "material component" shall refer to a major campus facility, program, or operation, the existence of which formed a substantial basis for Sponsor's bid. Examples include, without limitation, Bronco Stadium, Taco Bell Arena, the Men's Football and Basketball programs, Campus Housing, and University Dining Services. A "material component" shall not include any facility, program, or operation which, by itself (i.e., when not combined with other programs, facilities, or operations), did not provide a material basis for Sponsor's bid, or which, if eliminated, does not result in a material reduction in Beverage sales when compared to the same period 12 months earlier. Without limiting the foregoing, "material components" shall specifically not include (a) facilities, programs, or operations which, by their nature, or by virtue of normal and customary operations, trends or uses, close or substantially close for protracted periods of time, such as during the summer, (b) facilities, programs or operations which are sold or transferred and not further used by the University, (c) academic programs which are eliminated or transferred to another institution, (d) facilities that are temporarily or permanently closed for demolition, remodeling, abatement, or improvements, if programs normally housed in such facilities are relocated either permanently or temporarily to another location on Campus pending completion of such activities, (e) normal periods of reduced usage or non-use of certain facilities (e.g., Bronco Stadium during the Spring or Summer), (f) any facility leased by the University, and (g) any athletic program that may be eliminated, other than Men's football and basketball.

(c) Upon termination of this Agreement for any reason provided under section 2(b), above, University will refund the unearned portion of all fees payable by Coca-Cola under the Agreement (collectively, the **"Annual Fees"**) with respect to the Agreement Year in which termination occurs, and the unearned portion of the card reader support. The Annual Fees for each Agreement Year will be deemed "earned" pro rata on a daily basis during such Agreement Year, up to the date of termination or, if earlier, the date of any breach hereunder by University. The debit card reader support will be deemed "earned" pro rata on a daily basis during the entire ten-year term of the Agreement, up to the date of termination or, if earlier, the date of any breach hereunder by University. Bottler's obligation to pay a Guaranteed Commission for the Agreement Year of termination shall also be limited to that portion of the Guaranteed Commission "earned" pro rata on a daily basis during such Agreement Year, up to the date of termination or, if earlier, the date of any breach hereunder by University which formed the basis of such termination.

Sponsor, upon termination pursuant to Section 2(b), reserves the right to take any legal action it may deem necessary including, without limitation, offset of damages against payment due.

(d) If any material component of the Campus is closed for more than thirty (30) consecutive days, but less than ninety (90) consecutive days, Coca-Cola may extend the Term for a corresponding period, whether or not such closure is due to a cause beyond the reasonable control of University.

(e) If (i) any of the rights granted to Coca-Cola herein are materially restricted or limited during the Term as a result of (i) the closing of any material component of the Campus, or (ii) the Football Team fails to play all of its scheduled conference home games on the Campus for a period of more than thirty (30) consecutive days during its scheduled season (whether or not such failure to play is due to a cause beyond the reasonable control of University, including a strike or other work stoppage), then in addition to any other remedies available to Coca-Cola, Coca-Cola may elect, at its option, to adjust the Annual Fees and Guaranteed Commissions to be paid to University for the then remaining portion of the Term (and University will pay to Coca-Cola a pro rata refund of any prepaid amounts) to reflect the diminution of the value of rights granted hereunder to Coca-Cola. In the event Coca-Cola elects to exercise its right to such adjustment and refund, University may, at its option, within ten (10) days following receipt of notice of any adjustment, notify Coca-Cola of its disagreement with the amount of the adjustment. The parties will then attempt in good faith to resolve the disagreement over such adjustment. If the parties cannot, after good faith negotiations, resolve the matter, Coca-Cola may terminate this Agreement.

(f) The parties acknowledge that the rights granted to Coca-Cola herein are special, unique and extraordinary, and are of peculiar value, the loss of which cannot be fully compensated by damages in an action at law or any application of other remedies described herein. As a result, University acknowledges and agrees that, in addition to any other available remedies, in the event of a material limitation of any of Coca-Cola's rights hereunder, Coca-Cola will be entitled to seek and obtain equitable relief, including an injunction requiring University to comply fully with its obligations under this Agreement.

(g) University recognizes that Coca-Cola has paid valuable consideration to ensure an exclusive associational relationship with University, the Teams, the University Marks, and the Campus with respect to Beverages and that any dilution or diminution of such exclusivity seriously impairs Coca-Cola's valuable rights. Accordingly, University will promptly oppose Ambush Marketing known to the University and take all reasonable steps to stop Ambush Marketing known to the University and to protect the exclusive associational rights granted to Sponsor by University in this Agreement. In the event any such Ambush Marketing occurs during the Term, each party will notify the other parties of such activity immediately upon learning thereof. "**Ambush Marketing**" means an attempt by a third party, including any Broadcaster, without Coca-Cola's consent, to associate Competitive Products with the Campus, the University, the University Marks, or any Team, or to suggest that Competitive Products are endorsed by or associated with University, the Campus, the University Marks, and/or any Team by referring directly or indirectly to University, the Campus, or the University Marks, and/or the Teams.

3. **RENEWAL OPTIONS:** As outlined in Section 3 of the Beverage Services Agreement.

4. **PRICES:** Prices shall not fluctuate for the period of the Agreement and any renewal or extension, unless otherwise specified by the State in the bidding documents or other terms of the Agreement. Prices include all costs associated with shipping and delivery to the F.O.B. destination address, prepaid and allowed. If installation is requested by the State or specified in the State's solicitation documents, pricing shall include all charges associated with a complete installation at the location specified.

5. **CHANGES/MODIFICATIONS:** Changes of specifications or modification of this Agreement in any particular can be affected only upon written consent in writing, upon mutual agreement of the Sponsor and the University.

6. **CONFORMING PROPERTY:** The Property shall conform in all respects with the specifications or the State's solicitation documents. In event of nonconformity, and without limitation upon any other remedy, the State shall have no financial obligation in regard to the non-conforming goods or services.

7. **OFFICIAL, AGENT AND EMPLOYEES OF THE STATE NOT PERSONALLY LIABLE:** In no event shall any official, officer, employee or agent of the State be in any way personally liable or responsible for any covenant or agreement herein contained whether expressed or implied, nor for any statement, representation or warranty made herein or in any connection with this Agreement.

8. **CONTRACT RELATIONSHIP:** It is distinctly and particularly understood and agreed between the parties hereto that the State is in no way associated or otherwise connected with the performance of any service under this Agreement on the part of the Company or Bottler or with the employment of labor or the incurring of expenses by the Company or Bottler. Company and Bottler are independent contractors in the performance of each and every part of this Agreement, and solely and personally liable for all labor, taxes, insurance, required bonding and other expenses, except as specifically stated herein, and for any and all damages in connection with the operation of this Agreement, whether it may be for personal injuries or damages of any other kind, resulting from their respective negligent acts or omissions, willful misconduct, or that of their respective employees and agents . Each of Company and Bottler shall exonerate, defend, indemnify and hold the State harmless from and against and assume full responsibility for payment of all federal, state and local taxes or contributions imposed or required under unemployment insurance, social security, workman's compensation and income tax laws with respect to it or its employees engaged in performance under this Agreement. Each of Company and Bottler will maintain any applicable workman's compensation insurance as required by law and will provide certificate of same if requested. There will be no exceptions made to this requirement and failure to provide a certification of workman's compensation insurance may, at the State's option, result in cancellation of this Agreement or in a contract price adjustment to cover the State's cost of providing any necessary workman's compensation insurance. Each of Company and Bottler must provide either a certificate of workman's' compensation insurance issued by a surety licensed to write workman's' compensation insurance in the State of Idaho, as evidence that the contractor has in effect a current Idaho workman's compensation insurance policy, or an extraterritorial certificate approved by the Idaho Industrial Commission from a state that has a current reciprocity agreement with the Industrial Commission. The State does not assume liability as an employer.

9. **ANTI-DISCRIMINATION/EQUAL EMPLOYMENT OPPORTUNITY CLAUSE:** Acceptance of this Agreement binds Sponsor to the terms and conditions of Section 601, Title VI, Civil Rights Act of 1964, in that "No person in the United States shall, on the grounds of race, color, national origin, or sex, be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity receiving Federal financial assistance." In addition, "No other wise qualified handicapped individual in the United States shall, solely by reason of his handicap, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance" (Section 504 of the Rehabilitation Act of 1973).

Furthermore, for contracts involving federal funds, the applicable provisions and requirements of Executive Order 11246 as amended, Section 402 of the Vietnam Era Veterans Readjustment Assistance Act of 1974, Section 701 of Title VII of the Civil Rights Act of 1964, the Age Discrimination in Employment Act of 1967 (ADEA), 29 USC Sections 621, et seq., the Age Discrimination Act of 1975, Title IX of the Education Amendments of 1972, U.S. Department of Interior regulations at 43 CFR Part 17, and the Americans with Disabilities Action of 1990, are also incorporated into this Agreement. Sponsor shall comply with pertinent amendments to such laws made during the term of the Agreement and with all federal and state rules and regulations implementing such laws. Sponsor must include this provision in every subcontract relating to this Agreement.

10. **TAXES:** The State is generally exempt from payment of state sales and use taxes and from personal property tax for property purchased for its use. The State is generally exempt from payment of federal excise tax under a permanent authority from the District Director of the Internal Revenue Service (Chapter 32 Internal Revenue Code [No. 82-73-0019K]). Exemption certificates will be furnished as required upon written request by Company or Bottler. If Company or Bottler is required to pay any taxes incurred as a result of doing business with the State, it shall be solely and absolutely responsible for the payment of those taxes. If, after the effective date of this Agreement, an Idaho political subdivision assesses, or attempts to assess, personal property taxes not applicable or in existence at the time this Agreement becomes effective, the State will be responsible for such personal property taxes, after reasonable time to appeal. In no event shall the State be responsible for personal property taxes affecting items subject to this Agreement at the time it becomes effective.

11. **SAVE HARMLESS:**

(a) State Indemnification Obligations. To the extent permitted by law, State agrees to defend, indemnify, and hold each of Bottler and Company harmless from and against all claims, suits, liabilities, costs, and expenses incurred by either of them, including reasonable attorneys' costs and fees related to (i) University's material breach of this Agreement, (ii) for injury to, including death of, persons (whether they be third persons or employees of any of the parties hereto) or any loss of or damage to property in any manner arising from, the negligence of Boise State University, the State of Idaho, or their employees or agents in the course and scope of their duties on behalf of the University or State, and (iii) all claims, demands or litigation alleging that any of the University Marks violates or infringes on trademarks, tradenames, copyrights, or other proprietary rights provided that such tradenames, trademarks, and copyrights have been used in the exact manner provided by Boise State University.

Nothing herein shall be deemed to (a) constitute a waiver of any privilege, protection, defense or immunity otherwise afforded to Boise State University or the State of Idaho under the Idaho Constitution, Idaho Tort Claims Act, or other applicable law, or (b) extend the liability of Boise State University or the State of Idaho beyond the limits set forth in the Idaho Tort Claims Act.

(b) Bottler Indemnification Obligations. Bottler shall defend, indemnify, and hold Company and University harmless from and against all claims, suits, liabilities, costs, and expenses incurred by either of them, including reasonable attorney's costs and fees related to (i) Bottler's material breach of this Agreement, and (ii) for injury to, including death of, persons (whether they be third persons or employees of any of the parties hereto) or any loss of or damage to property in any manner arising from the negligence of Bottler, its employees, and agents in the course of their duties to Bottler.

(c) Company Indemnification Obligations. Company shall defend, indemnify, and hold University and Bottler harmless from and against all claims, suits, liabilities, costs, and expenses, including reasonable attorney's costs and fees, related to (i) Company's material breach of this Agreement, (ii) for injury to, including death of, persons (whether they be third persons or employees of any of the parties hereto) or any loss of or damage to property in any manner arising from the negligence of Company, its employees and agents in the course of their duties to Company, and (iii) all claims, demands, or litigation alleging that any copyright or trademark of Company violates or infringes on trademarks, tradenames, copyrights, or other proprietary rights, provided that such tradenames, trademarks, or copyrights have been used in the exact manner provided by Company.

(d) Exception. No party's indemnification obligations hereunder shall apply to any loss or damage to the extent caused by the acts, omissions or negligence of the party seeking to be indemnified.

(e) Indemnification Procedures. Whenever any party entitled to indemnification (the "Indemnified Party") pursuant to the previous paragraphs receives notice of any potential claim which may be subject to indemnity, such party shall promptly notify the party obligated to indemnify (the "Indemnifying Party"). The Indemnifying Party shall have the obligation to assume the defense of such claim by counsel designated by it and reasonably acceptable to the Indemnified Party, provided that the Indemnifying Party shall not settle or compromise any such claim, or consent to the entry of any judgment, without the written consent of the Indemnified Party, which consent shall not be unreasonably withheld. The Indemnified Party, its affiliates, employees and representatives, shall fully cooperate with and timely assist the Indemnifying Party with the defense of such claim. If the Indemnifying Party fails to assume the defense of such claim as soon as reasonably possible, in any event prior to the earlier of twenty (20) days after receipt of notice of the claim or five (5) days before the date an answer to a complaint or similar initiation of legal proceeding shall be due, the Indemnified Party shall have the right to undertake, at the Indemnifying Party's expense, the compromise or settlement of any such claim on behalf of and at the risk and expense of the Indemnifying Party.

12. ORDER NUMBERS: For each delivery, the University will receive an invoice that shows the address for the particular outlet, the date and appropriate product information. Additionally, for non-vending invoices, a purchase order number can and will be stated on the invoice if one is provided by the University or the Concessionaire at time of order.

13. SPONSOR RESPONSIBILITY: Sponsor is responsible for furnishing and delivery of all Property included in this Agreement, whether or not Sponsor is the manufacturer or producer of such Property. Further, Sponsor will be the sole point of contact on contractual matters, including payment of charges resulting from the use or purchase of Property.

14. SUBCONTRACTING AND ASSIGNMENT: This Agreement or any part hereof will not be assigned or otherwise transferred by any party without the prior written consent of the other parties. Notwithstanding the foregoing, Company may assign its rights or delegate its obligations under this Agreement to any licensed Company bottler or to any of Company’s subsidiaries in order to implement the plans contemplated by this Agreement, but Company will cause such entities to comply fully with the provisions of this Agreement and will remain fully liable for the performance of its obligations and for any breach of this Agreement arising from the acts or omissions of any assignee or delegatee.

15. **SHIPPING AND DELIVERY:** All orders will be shipped directly to the ordering agency at the location specified by the State, on an F.O.B. Destination freight prepaid and allowed basis with all transportation, unloading, uncrating, drayage, or other associated delivery and handling charges paid by Company or Bottler. "F.O.B. Destination", unless otherwise specified in the Agreement or solicitation documents, shall mean delivered to the State Agency Receiving Dock or Store Door Delivery Point. Company and Bottler shall deliver all orders and complete installation, if required, within the time specified in the Agreement. Time for delivery commences at the time the order is received by Company or Bottler.

16. **INSTALLATION AND ACCEPTANCE:** When the purchase price does not include installation, acceptance shall occur fourteen (14) calendar days after delivery, unless the State has notified Sponsor in writing that the order does not meet the State's specification requirements or otherwise fails to pass Sponsor's established test procedures or programs. When installation is included, acceptance shall occur fourteen (14) calendar days after completion of installation, unless the State has notified Sponsor in writing that the order does not meet the State's specification requirements or otherwise fails to pass Sponsor's established test procedures or programs. If an order is for support or other services, acceptance shall occur fourteen (14) calendar days after completion, unless the State has notified Sponsor in writing that the order does not meet the State's requirements or otherwise fails to pass the Sponsor's established test procedures or programs.

17. **RISK OF LOSS:** Risk of loss and responsibility and liability for loss or damage shall remain with Company or Bottler, as the case may be, except to the extent such is attributable to the negligence of University or its employees acting within the course and scope of their employment.

18. **INVOICING: ALL INVOICES** are to be sent directly to the **ORDERING AGENCY ONLY**. The Agreement number and/or purchase order number is to be shown on all invoices. In no case are invoices to be sent to the Division of Purchasing.

19. **PAYMENT PROCESSING:** Idaho Code Section 67-5735 reads as follows: "Within ten (10) days after the property acquired is delivered as called for by the bid specifications, the acquiring agency shall complete all processing required of that agency to permit the contractor to be reimbursed according to the terms of the bid. Within ten (10) days of receipt of the document necessary to permit reimbursement of the contractor according to the terms of the contract, the State Controller shall cause a warrant to be issued in favor of the contractor and delivered."

20. **COMPLIANCE WITH LAW, LICENSING AND CERTIFICATIONS:** Each of Company, Bottler and University agrees that it shall comply in all material respects with all federal, state and local laws, ordinances, rules and regulations and all amendments thereto which in any manner apply to its activities in connection with the performance of this Agreement and shall obtain and maintain in effect all licenses and certifications required thereunder, including (i) all applicable state and federal laws concerning discrimination, (ii) all applicable provisions of the Americans with Disabilities Act, and (iii) all applicable state and local building, fire, health, food services, and zoning laws, codes and/or regulations.

21. **PATENTS AND COPYRIGHT INDEMNITY:**

A. Company or Bottler, as the case may be, shall indemnify and hold the State harmless and shall defend at its own expense any action brought against the State based upon a claim of infringement of a United States' patent, copyright, trade secret, or trademark for Property purchased under this Agreement. The responsible entity will pay all damages and costs finally awarded and attributable to such claim, but such defense and payments are conditioned on the following: (i) that Company or Bottler, as applicable, shall be notified promptly in writing by the State of any notice of such claim; (ii) that Company or Bottler shall have the sole control of the defense of any action on such claim and all negotiations for its settlement or compromise and State may select at its own expense advisory counsel; and (iii) that the State shall cooperate with

Company or Bottler, as the case may be, in a reasonable way to facilitate settlement or defense of any claim or suit.

B. Neither Company nor Bottler shall have any liability to the State under any provision of this clause with respect to any claim of infringement that is based upon: (i) the combination or utilization of the Property with machines or devices not provided by Company or Bottler other than in accordance with Company's or Bottler's previously established specifications unless such combination or utilization was disclosed in the specifications; (ii) the modification of the Property unless such modification was disclosed in the specifications; or (iii) the use of the Property not in accordance with Company's or Bottler's previously established specifications unless such use was disclosed in the specifications.

C. Should the Property become, or in Company's or Bottler's opinion be likely to become, the subject of a claim of infringement of a United States' patent, it shall, at its option and expense, either procure for the State the right to continue using the Property, to replace or modify the Property so that it becomes non-infringing, or to grant the State a full refund for the purchase price of the Property and accept its return.

22. CONFIDENTIAL INFORMATION:

(a) Sponsor agrees that it will not in any way publicize the existence of this Agreement or advertise the fact that it is providing goods and services to the University under this Agreement (except as otherwise contemplated by this Agreement) without University's prior written consent, except that Company and Bottler may list the University on its routine client lists.

(b) Pursuant to this Agreement, a party (the "Receiving Party") may collect or obtain financial, personnel or other information of another party or of a third party (the "Disclosing Party") that the Disclosing Party regards as proprietary or confidential ("Confidential Information"). Confidential Information shall belong solely to the Disclosing Party. The Receiving Party shall use such Confidential Information only in the performance of its services under this Agreement and shall not disclose Confidential Information to any third party, except with the prior written consent of the Disclosing Party or under a valid order of a court or governmental agency of competent jurisdiction and then only upon timely notice to Disclosing Party. Confidential Information shall be returned to Disclosing Party upon termination of this Agreement. The confidentiality obligation contained in this section shall survive termination of this Agreement. Confidential Information shall not include data or information that:

(i) is or was in the possession of the Receiving Party before being furnished by the Disclosing Party, provided that such information or other data is not known by the Receiving Party to be subject to another confidentiality agreement with a third party or other obligation of secrecy;

(ii) becomes generally available to the public other than as a result of disclosure by the Receiving Party; or

(iii) becomes available to the Receiving Party on a non-confidential basis from a source other than the Disclosing Party, provided that such source is not known by the Receiving Party to be subject to a confidentiality agreement with a third party or other obligation of secrecy.

23. USE OF THE STATE OF IDAHO NAME: Company and Bottler shall not, prior to, in the course of, or after performance under this Agreement, use the State's name in any advertising or promotional media, including press releases, as a customer or client of Company or Bottler without the prior written consent of the State.

24. **APPROPRIATION BY LEGISLATURE REQUIRED:** The State is a government entity and this Agreement shall in no way or manner be construed so as to bind or obligate the State of Idaho beyond the term of any particular appropriation of funds by the State's Legislature as may exist from time to time. The State reserves the right to terminate this Agreement in whole or in part (or any order placed under it) if, in its sole judgment, the Legislature of the State of Idaho fails, neglects, or refuses to appropriate sufficient funds as may be required for the State to continue such payments, or requires any return or “give-back” of funds required for the State to continue payments, or if the Executive Branch mandates any cuts or holdbacks in spending. All affected future rights and liabilities of the parties hereto shall thereupon cease within ten (10) calendar days after notice to the Company and Bottler. It is understood and agreed that the State's payments herein provided for shall be paid from Idaho State Legislative appropriations.

25. **FORCE MAJEURE:** Neither party shall be liable or deemed to be in default for any Force Majeure delay in shipment or performance occasioned by unforeseeable causes beyond the control and without the fault or negligence of the parties, including, but not restricted to, acts of God or the public enemy, fires, floods, epidemics, quarantine, restrictions, strikes, freight embargoes, or unusually severe weather, provided that in all cases Company or Bottler, as the case may be, shall notify the State promptly in writing of any cause for delay and the State concurs that the delay was beyond the control and without the fault or negligence of such entity. The period for the performance shall be extended for a period equivalent to the period of the Force Majeure delay. Matters of Company’s or Bottler’s finances shall not be a Force Majeure.

26. **GOVERNING LAW AND SEVERABILITY:** This Agreement shall be construed in accordance with and governed by the laws of the State of Idaho. Any action to enforce the provisions of this Agreement shall be brought in State district court in Ada County, Boise, Idaho. In the event any term of this Agreement is held to be invalid or unenforceable by a court, the remaining terms of this Agreement will remain in force.

27. **ENTIRE AGREEMENT:** This Agreement is the entire agreement between the parties with respect to the subject matter hereof. In the event of any conflict between these standard terms and conditions and any special terms and conditions applicable to this acquisition, the special terms and conditions will govern. This Agreement may not be released, discharged, changed or modified except by an instrument in writing signed by a duly authorized representative of each of the parties.

28. **INTENTIONALLY DELETED.**

29. **PUBLIC RECORDS:** Pursuant to Idaho Code Section 9-335, et seq., information or documents received from the Sponsor may be open to public inspection and copying unless exempt from disclosure. Sponsor shall clearly designate individual documents as “exempt” on each page of such documents and shall indicate the basis for such exemption. The State will not accept the marking of an entire document as exempt. In addition, the State will not accept a legend or statement on one (1) page that all, or substantially all, of the document is exempt from disclosure Sponsor shall indemnify and defend the State against all liability, claims, damages, losses, expenses, actions, attorney fees and suits whatsoever for honoring such a designation or for the Sponsor’s failure to designate individual documents as exempt. Sponsor’s failure to designate as exempt any document or portion of a document that is released by the State shall constitute a complete waiver of any and all claims for damages caused by any such release. If the State receives a request for materials claimed exempt by Sponsor, Sponsor shall provide the legal defense for such claim.

30. **NOTICES:** Any notice which may be or is required to be given pursuant to the provisions of this Agreement shall be in writing and shall be hand delivered, sent by facsimile, prepaid overnight courier or United States’ mail as follows.

Notice to the State:

Vice President of Finance and Administration
Boise State University
1910 University Drive
Boise, Idaho
83725
Fax: (208) 426-3826

Notice to Company:
The Coca-Cola Company, acting by and through its Coca-Cola North America Division
One Coca-Cola Plaza
Atlanta, Georgia 30313
Attention: Director, Business Affairs
Fax: (404) 598-0421
Copy to: Senior Marketing Counsel, Coca-Cola North America
Fax: (404) 598-7646

Notice to Bottler:

Swire Pacific Holdings, Inc.
d/b/a Swire Coca-Cola, USA
12634 South 265 West
Draper, Utah 84020
Attention: President
Fax(801) 816-5435

Notice shall be deemed delivered immediately upon personal service or facsimile transmission (with confirmation printout), the day after deposit for overnight courier or forty-eight (48) hours after deposit in the United States' mail. Either party may change its address or facsimile number by giving written notice of the change to the other party.

31. NON-WAIVER: The failure of any party, at any time, to enforce a provision of this Agreement shall in no way constitute a waiver of that provision, nor in any way affect the validity of this Agreement, any part hereof, or the right of such party thereafter to enforce each and every provision hereof.

32. ATTORNEYS' FEES: In the event suit is brought or an attorney is retained by any party to this Agreement to enforce the terms of this Agreement or to collect any moneys due hereunder, the prevailing party shall be entitled to recover reimbursement for reasonable attorneys' fees, court costs, costs of investigation and other related expenses incurred in connection therewith in addition to any other available remedies.

33. RESTRICTIONS ON AND WARRANTIES – ILLEGAL ALIENS: Company and Bottler each warrants that any contract resulting from this Solicitation is subject to Executive Order 2009-10http://gov.idaho.gov/mediacenter/execorders/eo09/eo_2009-10.html]; it does not knowingly hire or engage any illegal aliens or persons not authorized to work in the United States; it takes steps to verify that it does not hire or engage any illegal aliens or persons not authorized to work in the United States; and that any misrepresentation in this regard or any employment of persons not authorized to work in the United States constitutes a material breach and shall be cause for the imposition of monetary penalties up to five percent (5) of the contract price, per violation, and/or for termination of its contract.

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UNIVERSITY OF IDAHO

SUBJECT

Renewal of sublease at the Idaho Water Center between the University of Idaho (UI) and CH2M HILL

REFERENCE

December 2004	Board approved original sublease
October 2006	Board approved first amendment to Sublease
October 2009	Board approved second amendment to sublease

APPLICABLE STATUTE, RULE, OR POLICY

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

BACKGROUND/DISCUSSION

In 2005, the UI subleased approximately 50,000 square feet of the Idaho Water Center to CH2M HILL. In 2007, the sublease was amended to permit expansion of CH2M HILL offices into an additional 5,200 square feet. In 2010, the sublease was amended to extend the term of the existing lease, permit a reduction in space leased, and establish a rental rate consistent with the local market. The original sublease and its amended term ends in June 2013. CH2M HILL has asked to revise several terms of the expiring sublease including extension of its term through June 2018.

The UI is bringing this lease renewal forward for approval because it creates a new term for an otherwise terminating sublease and modifies certain business terms within the existing sublease necessary to make the leased space competitive with other available leased spaces in the Boise market area. Revised terms to the existing sublease include: 1) establishment of a lease term extending to 2018, 2) establishment of a new lease rate ($17.25/sf/yr) more consistent with current lease rates for office space near downtown Boise than the rate that was available to CH2M HILL under their existing lease option, 3) painting and carpet cleaning to repair and restore premises to a Class A condition, 4) option to expand into 8,700 square feet they had vacated previously, 5) option to contract or terminate in 2016 with limitations and penalties, 6) extension of options to continue to lease through June 2024, and 7) a re-definition of other provisions related to competitor signage, HVAC management, operating expense adjustments, and the commission rate for this new term. The proposed amendments would take effect July 1, 2013.

IMPACT

This renewal will require minimal tenant improvement (painting, carpet cleaning) generally required for basic building care and will be covered by annual lease income that starts at approximately $724,000 for the first year with 2% escalations for each year of the term thereafter. The re-negotiated lease rate of $17.25/sf/yr, with a 2% escalator is a decrease from the current rate of $18.91/sf/yr which had been reached with the 2.5% annual escalations of the expiring sublease (FY13 annual sublease income is $794,000). The new rate is consistent with today's commercial lease rates in the Boise market that are available to CH2M HILL upon termination of the current sublease. These amendments allow the UI to maintain a substantial income from rent and keep a successful tenant in the Idaho Water Center, complementing the work of other tenants and activities in the building, without requiring substantial tenant improvement costs associated with securing a new tenant or self-occupying the vacated space.

UI will pay an annual brokerage commission of 3% of base rent ($21,700 for the first year) to Colliers and CH2M Hill Commercial Real Estate.

ATTACHMENTS

Attachment 1 – Draft Sublease Amendment Page 3

STAFF COMMENTS AND RECOMMENDATIONS

Staff recommends approval.

BOARD ACTION

I move to approve the request by the University of Idaho for authority to enter into a sublease with CH2M HILL 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 _____

THIRD AMENDMENT TO SUBLEASE

This THIRD AMENDMENT TO SUBLEASE (the "Third Amendment") is made and entered into upon the date all parties have executed and consented to this Third Amendment (the "Third Amendment Effective Date") by and between the Board of Regents of the University of Idaho, a state educational institution and body politic and corporate organized and existing under the constitution and laws of the State of Idaho (the "Sublessor"), and CH2M HILL, INC., a Florida corporation (the "Sublessee"), collectively, the "Parties".

WHEREAS, this Third Amendment shall revise the Sublease dated December 21, 2004, and which commenced on June 24, 2005, and such Third Amendment terminates in their entirety and replaces the First Amendment to Sublease dated November 29, 2006, and the Second Amendment to Sublease dated December 10, 2009 between the Parties.

WHEREAS, the terms of this Third Amendment shall be binding upon signature by both Parties, and shall go into effect on July 1, 2013. However, the terms of the Sublease as amended by the First and Second Amendments shall remain in place and be controlling through June 30, 2013.

Now, THEREFORE, in consideration of the mutual promises contained herein, Sublessor and Sublessee include the above paragraph in the terms herein and further agree as follows:

A. Section 1.1 of the Sublease is hereby deleted and replaced with the following amended Section 1.1:

"**1.1 Sublessor.** The Board of Regents of the University of Idaho is the "**Sublessor**" whose current mailing address is Vice President for Finance and Administration, 875 Perimeter Dr MS 3168, Moscow ID 83844-3168."

B. Section 1.2 of the Sublease is hereby deleted and replaced with the following amended Section 1.2:

"**1.2 Sublessee.** CH2M HILL, INC. is the "**Sublessee**" whose current mailing address is CH2M HILL, Attention: Real Estate, 9191 S Jamaica St, Englewood CO 80112."

C. Section 1.4 and Exhibit B of the Sublease are hereby deleted and replaced with the following amended Section 1.4 and a replacement for the deleted Exhibit B which is attached to this Third Amendment as "Exhibit B Third Amendment":

"**1.4 Premises.** The "**Premises**" are located within the Idaho Water Center, 322 E Front St, Boise ID and comprise 41,972 rentable square feet as shown on the attached **Exhibit B Third Amendment**. Should Sublessee occupy expansion or additional space as provided in Section 1.9 of Sublease as revised by this Third Amendment, such space shall be considered a part of Premises."

D. Section 1.6 of the Sublease is hereby deleted and replaced with the following amended Section 1.6:

"**1.6 Term and Commencement Date.** This Sublease shall commence on July 1, 2013 (the "Commencement Date") and shall end on June 30, 2018 ("Term").

E. Section 1.7 and Exhibit C of the Sublease hereby deleted and replaced with the following amended Section 1.7 and a replacement for the deleted Exhibit C which is attached to this Third Amendment as "Exhibit C Third Amendment":

"**1.7 Base Rent.** Effective July 1, 2013, Sublessee shall pay rent ("Base Rent"), at a rate of $17.25 per rentable square foot of Premises per year for the first year of the Term. Base Rent rate shall be escalated 2% for each subsequent year of the Term. The Base Rent for the Term is inclusive of Sublessee's share of service and operating expenses as listed in **Exhibit C Third Amendment** subject to operating expense adjustments as described in Section 5.10 of Sublease as revised by this Third Amendment. Base Rent shall be paid monthly."

F. Section 1.9, Exhibit E and Exhibit F of the Sublease are hereby deleted and replaced by the following amended Section 1.9 and a replacement for the deleted Exhibit E which is attached to this Third Amendment as "Exhibit E Third Amendment":

"**1.9 Expansion Space and Additional Space.** With written notice of intention to occupy, and submission of reasonable tenant improvement plans provided to Sublessor at least nine months prior to any planned expansion occupancy date, and subject to such occupancy date not being prior to January 1, 2016, Sublessee shall be permitted to additionally occupy the space under the terms of this Sublease (the "Expansion Space") as graphically shown on **Exhibit E Third Amendment**. Upon notification and Sublessor approval of tenant improvement plans (if any), Sublessor shall make Expansion Space available no later than nine months from Sublessee's written notification of intention to occupy (subject to reasonable extension of time created by the parties good faith efforts to timely definition, approval, scheduling and completion of Sublessee requested tenant improvements) and through the remainder of the Term of this Sublease. Sublessee shall pay any planning, design and construction costs for those tenant improvements described by Sublessee or reasonably required by Sublessor to complete Sublessee's tenant improvement specifications. Subject to approval of any tenant improvements (which approval shall not be unreasonably withheld or delayed), Sublessor's agent or contractor shall coordinate and direct any tenant improvement project to meet Sublessee's approved tenant improvement plan specifications. Upon the date that Sublessee begins occupation of all or any portion of Expansion Space, Sublessee shall pay at the rental rate (with appropriate escalation) established in Section 1.7 of Sublease as revised by this Third Amendment or (if a renewal is executed) Section 3.2 of Sublease as revised by this Third Amendment for the Expansion Space. Upon Sublessee's occupancy of Expansion Space, Base Rent and any other payments based on size of occupancy (including but not limited to the percentage share of operating expenses defined in Section 5.10 of Sublease as revised by this Third Amendment) shall be adjusted to reflect the expanded Premises. In the event Sublessee's occupancy commences on a day other than the first day of the month, such rent for that partial month shall be pro-rated based on the number of days actually occupied (including weekends and holidays following commencement of occupancy) as a share of actual days in that month.

Once Expansion Space has been occupied by Sublessee and, if any additional space Sublessee has vacated since June 24, 2005 is "vacant" (meaning empty of occupants, equipment, and use, including use by Sublessor), then Sublessee may upon written notification to Sublessor request to additionally expand into such vacated space (the "Additional Space"). Within sixty days of such notice, Sublessor shall confirm if space is "vacant" (as defined above) and not subject to existing expansion rights by the Idaho Department of Water Resources (as provided under a separate Operating Agreement dated December 17th, 2002, between Sublessor and that agency). If the additional space Sublessee requests is confirmed by Sublessor to be available, then Sublessee shall submit a written notice of intention to occupy and reasonable tenant improvement plans to Sublessor within thirty days of Sublessor's confirmation of availability. Upon notification and Sublessor approval of tenant improvement plans (if any) Sublessor shall make the identified Additional Space available for occupancy within six months (subject to reasonable extension of time created by the parties good faith efforts to timely definition, approval, scheduling and completion of Sublessee requested tenant improvements) and through the remainder of the Term of this Sublease. Sublessee shall pay any planning, design and construction costs for those tenant improvements described by Sublessee or reasonably required by Sublessor to complete Sublessee's tenant improvement specifications. Subject to approval of any tenant improvements (which approval shall not be unreasonably withheld or delayed), Sublessor's agent or contractor shall coordinate and direct any tenant improvement project to meet Sublessee's approved tenant improvement plan specifications. Upon the date that Sublessee begins occupation of all or any portion of Additional Space, Sublessee shall pay at the rental rate (with appropriate escalation) established in Section 1.7 of Sublease as revised by this Third Amendment or (if a renewal is executed) Section 3.2 of Sublease as revised by this Third Amendment for Additional Space. Upon Sublessee's occupation of Additional Space as provided herein, Base Rent and any other payments based on size of occupancy (including but not limited to the percentage share of operating expenses defined in Section 5.10 of Sublease as revised by this Third Amendment) shall be adjusted to reflect the expanded Premises. In the event Sublessee's occupancy commences on a day other than the first day of the month, such rent for that partial month shall be pro-rated based on the number of days actually occupied (including weekends and holidays following commencement of occupancy) as a share of actual days in that month."

G. Section 1.10, Exhibit G, and Exhibit H of the Sublease are hereby deleted and replaced with the following amended Section 1.10:

"**1.10 Tenant Improvements.** Premises have been occupied by Sublessee prior to commencement of this Third Amendment and Premises meet the needs of Sublessee AS IS, and only those additional cosmetic up-dates described in Section 5.2 of the Sublease, as amended by this Third Amendment, shall be provided by Sublessor, at Sublessor's sole expense, an in the manner described in said Section 5.2.

H. Section 1.11 of the Sublease is hereby deleted and replaced with the following amended Section 1.11:

"**1.11 Contraction Space.** After July 1, 2016, Sublessee, with no less than nine months prior written notice to Sublessor, may terminate its lease for up to 8000 rentable square feet (or more if deemed at Sublessor's sole, reasonable discretion to be a more commercially or operationally practical space contraction plan and such additional contraction is acceptable to Sublessee). Contraction shall be approved by Sublessor so long as the vacated space (up to 8000 rsf) is commercially and/or operationally viable for Sublessor to re-lease. Upon contraction, Base Rent and any other payments based on size of occupancy shall be adjusted to reflect the reduced Premises in the subsequent month's rent payment. If Sublessee exercises this contraction right, Sublessee shall pay Sublessor a fee equal to any unamortized leasing costs of Sublessor associated with that space (including but not limited to leasing commissions paid by Sublessor). Sublessee shall also pay Sublessor a fee equal to two months Base Rent (as scheduled for payment at the time of contraction) for the amount of space contracted. Sublessee shall pay Sublessor for all Sublessor's reasonable planning, design, construction and construction management costs caused by the approved contraction plan (including but not limited to reasonable costs incurred for new space separations, security features, HVAC adjustments, etc., required to complete Sublessee's contraction plan)."

I. Section 1.12 of the Sublease is hereby deleted and replaced with the following amended Section 1.12:

"**1.12 Storage Space.** Sublessor shall provide Sublessee up to 100 useable square feet of storage space in the basement of the Idaho Water Center. Such space shall be provided on a month-to-month basis and at a rate of $6 per rentable square feet per year (based upon a load factor of 1.12). Any additional construction expenses required to make this space useable for the purposes of Sublessee storage shall be completed at Sublessee's expense and subject to Sublessor's reasonable approval."

J. Section 3.1 of the Sublease is hereby deleted and replaced with the following amended Section 3.1:

"**3.1 Term.** This Sublease shall commence on July 1, 2013 and shall end on June 30, 2018."

K. Section 3.2 of the Sublease is hereby deleted and replaced with the following amended Section 3.2:

"**3.2 Renewal.** Sublessee, with written notice provided to Sublessor prior to January 1, 2018, shall be entitled to extend this Sublease from July 1, 2018 through June 30, 2021 ("First Renewal Term"). For the First Renewal Term, Sublessee shall pay $19.14 per rentable square foot per year for the first year of the First Renewal Term as Base Rent. In the event Sublessee still occupies Premises at the time of required notification, Sublessee, with written notice provided to Sublessor prior to January 1, 2021, shall be entitled to extend its lease from July 1, 2021, through June 30, 2024 ("Second Renewal Term"). For the Second Renewal Term, Sublessee shall pay $20.61 per rentable square foot per year for the first year of the Second Renewal Term as Base Rent. Base Rent for the First and Second Renewal Term shall be escalated 2.5% for each subsequent year of the First and Second Renewal Term."

L. A new Section 3.3 is hereby added to the Sublease as follows:

"**3.3 Cancellation of Term.** After July 1, 2016, Sublessee, with no less than nine months prior written notice provided to Sublessor, may terminate this Sublease in its entirety. In the event Sublessee exercises this cancellation right, Sublessee shall pay Sublessor a fee equal to any unamortized leasing costs of Sublessor associated with that space (including but not limited to leasing commissions paid by Sublessor) and such fee shall be due thirty (30) days prior to the effective date of the cancellation. Sublessee shall also pay Sublessor a fee equal to three months Base Rent (as scheduled for payment at the time of cancellation) for the entire Premises occupied at the time of Sublease cancellation and such fee shall be due thirty (30) days prior to the effective date of the cancellation."

M. Section 4.3 of the Sublease is hereby deleted and replaced with the following amended Section 4.3:

"**4.3 Date and Form of Rent Payments.** Rent for the first month shall be paid on or before the Commencement Date and on or before the first day of each subsequent month for the duration of the Term, First Renewal Term, and Second Renewal Term, unless otherwise expressly agreed in writing by both parties. Payment to Sublessor shall be made payable to "Bursar, University of Idaho", and mailed to the attention of "Real Estate Office, 875 Perimeter Dr MS 3162, Moscow ID 83844-3162" or such different address or person as Sublessor shall provide to Sublessee by written notice."

N. Section 5.1 of the Sublease is hereby deleted and replaced with the following amended Section 5.1:

"**5.1 Sublessee's Use of Premises.** Premises shall be occupied and used by Sublessee only for the Permitted Use and for no other purpose. Sublessee will not commit waste on the Premises, nor will it disfigure or deface any part of the building, grounds, or any other part or portion of the Premises, including fixtures. Sublessee further covenants that it will return the Premises at the termination of this Sublease to Sublessor in the same condition as originally received, reasonable wear and tear excepted."

O. Section 5.2 of the Sublease is hereby deleted and replaced with the following amended Section 5.2:

"**5.2 Sublessor's and Sublessee's Obligations**. Sublessor shall provide custodial, maintenance, and other services as shown on **Exhibit C Third Amendment.** Sublessor or Sublessor's contractor will perform all maintenance and repairs to Premises. In addition to Sublessor's current schedule for common area carpet cleaning and paint touch ups, Sublessor agrees to provide, at Sublessor's expense, carpet cleaning and paint touch up to Premises. Such work shall be completed within two months after the Third Amendment Effective Date, and receipt by Sublessor from Sublessee in writing of specific locations to receive paint touch ups, and thereafter upon Sublessee's written request and specified locations at a frequency of performance of not more often than every two years during the Term and any exercised renewal terms. Sublessee will cooperate with Sublessor in the performance of those improvements during the Term and its occupancy of Premises. Any furniture, fixture, equipment or personal item moving, dismantling or reassembling required for such carpet cleaning and paint touch ups within the Premises shall be the responsibility of Sublessee and Sublessee shall pay all costs associated with such movement, dismantling and reassembling within the Premises. Any repairs or other work necessitated by the intentional conduct or omission of either Party by its employees, agents, guests and invitees shall be paid exclusively by the Party causing such repair or other work. Sublessee shall comply with all building rules and regulations as shown on **Exhibit I**. Sublessor shall notify Sublessee of any changes to these building rules and regulations made during the Term."

P. Section 5.3 of the Sublease is hereby deleted and replaced with the following amended Section 5.3:

"**5.3 Utilities.** Sublessor shall be responsible for and shall promptly pay all charges, when due, for water, natural gas, electricity, and any other utility or other service (excluding phone, cable television, and internet services used by Sublessee) used upon or furnished to the Premises. Sublessor shall provide HVAC on Monday through Saturday from 7:30 am to 10:00 pm. Should Sublessee require HVAC service outside the hours listed above, Sublessee shall pay at a rate consistent with the cost of providing the extra HVAC service. Unless failure or interruption of services is caused by the intentional act or omission of the Sublessor, Sublessor shall not be liable in damages or otherwise for any failure or interruption of (i) any utility service being furnished to the Premises, or (ii) the heating, ventilating and air conditioning system. No such failure or interruption, whether resulting from a casualty or otherwise, shall entitle Sublessee to terminate this Sublease or to abate the payments Sublessee is required to make under this Sublease, unless such failure or interruption is caused by the intentional act or omission of the Sublessor. For the purposes of this section "intentional act" shall not include events of failure or interruption required due to emergency or repair needs as reasonably determined by the Sublessor or proper building management authority. To the extent any interruption can be scheduled or otherwise anticipated, Sublessor shall provide Sublessee with no less than twenty-four hour notice prior to such interruption. Sublessor will make reasonable effort to promptly address occupant temperature control requests or complaints within the Premises, and shall, during those hours listed above in this amended Section 5.3, provide heating and air conditioning to Premises sufficient to maintain an indoor air temperature between 68° - 74° Fahrenheit, excluding any additional cooling needed for Sublessee's personal property or IT equipment. Should Sublessee request Sublessor's adjustment to heating and air conditioning as a result of the space being outside of this temperature range, Sublessor will respond quickly and will aggressively pursue corrective action to achieve those temperatures. Sublessor's property manager will also meet with Sublessee's local contact, at the contact's request, to review Sublessee's HVAC-related complaints and requests, and then identify reasonable facility mechanical or tenant operational corrective opportunities for implementation and monitoring of results."

Q. Section 5.4 of the Sublease is hereby deleted and replaced with the following amended Section 5.4:

"**5.4 Signs.** Sublessee has installed large signage on the exterior of the Building as previously permitted by Sublessor. No additional permanent signs shall be installed to the Premises or improved by Sublessee without Sublessor's prior written consent, which consent may not be unreasonably withheld, delayed or conditioned. All such installation, replacement, improvement or maintenance of signs shall be at Sublessee's sole expense. All signs placed or maintained on the Premises are subject to and shall comply with all rules, applicable ordinances and public regulations (including standards and requirements established by the Civic Plaza Condominium Declaration). Subject to the specific consent described above, it is the Sublessor's intent to approve building signage in approximate proportion to Sublessee's share of occupancy of the building. Additionally, so long as Sublessee's amount of net rentable square footage exceeds that of any other private engineering services firm occupying the building, Sublessee shall be provided superior (in size and number to other private engineering service firms) signage rights in the building's public spaces and exterior sign placements on the building."

R. Section 5.7.1 of the Sublease is hereby deleted and replaced with the following amended Section 5.7.1:

"**5.7.1 Payment of Taxes.** Should any applicable real property taxes be levied as a result of the Sublessee's (or permitted sub-tenant's) use of the Premises, Sublessor shall apply its rental income from this Sublease against any such property taxes. Sublessee shall be responsible for payment of any personal property taxes levied against the Sublessee's or its sub-tenant's personal property."

S. Section 5.10 of the Sublease is hereby deleted and replaced with the following amended Section 5.10:

"**5.10 Operating Expense and Cost Adjustment During Term.** Operating expenses for Premises are included in the Base Rent up to the amount of total actual operating expenses established in the 2010 calendar year (the "Base Year Operating Expense"). The components and established amounts of Base Year Operating Expense are shown in **<u>Exhibit C Third Amendment</u>** and shall at no time include capital costs. Total building operating expenses (based on full building occupancy) shall be calculated by Sublessor at the end of 2012 and each calendar year of the Term (or any renewal terms) thereafter (or partial calendar year if permitted sublease termination or cancellation occurs before the end of any calendar year). Sublessee's share of building operating expenses is 20.34% (which amount shall be revised upon expansion or contraction as provided by this Sublease). If during any calendar year the actual operating expenses for that year are greater than the Base Year Operating Expense, Sublessee shall pay its pro-rata share of the increase in actual operating expenses of the building for that year in which such actual operating expenses exceed Base Year Operating Expense. If the operating expenses of any year are less than the Base Year Operating Expense, Sublessee shall be credited with its pro-rata share of such decrease in actual operating expenses. The increase or decrease shall be referred to as the "Adjustment Amount". The Adjustment Amount shall be considered Rent and included as a single additional payment (or credit) within thirty days of billing (or payment) notification by Sublessor or Sublessor's billing agent. In the last year of the Sublease Term or First or Second Renewal Terms, the Adjustment Amount shall be paid or credited upon notification of billing (or payment) for the Adjustment Amount which may be calculated and noticed after the Term and Sublease have expired. Expense information to support the determination of actual building operating expenses for each year, including the 2010 base year, shall be provided by Sublessor within a reasonable time upon request by Sublessee. Sublessee shall have the right to audit such operating expenses, and if such audit should prove an error of more than $1000 for any year, such error shall be adjusted between the parties and, if the error causes an increase in operating expenses, Sublessee shall pay its pro-rata share of such increase to Sublessor. If the error causes a decrease in operating expenses, Sublessor shall credit the Sublessee its pro rata share of such decrease."

T. Section 6.1 of the Sublease is hereby deleted and replaced with the following amended Section 6.1:

"**6.1 Relationship of Parties.** Nothing contained in this Sublease shall be construed as creating the relationship of principal or agent, partnership or joint venture. Neither the method of computation of Rent nor any other provision of this Lease, nor any act of the parties, shall be deemed to create any relationship other than that of tenant and landlord."

U. Section 6.3 of the Sublease is hereby deleted and replaced with the following amended Section 6.3:

"**6.3 Sublessee Assignment and Sub-Sublease of Premises.** Any assignment or sub-sublease shall be subject to the provisions of the Lease and other legally recorded covenants of restrictions, placed on the Premises. Subject to these limitations, Sublessee may, upon notice to but without written approval from Sublessor assign its interests under this Sublease, as amended, to (a) any entity resulting from a merger or consolidation with Sublessee, (b) any entity succeeding to the business and assets of Sublessee, or (c) any affiliated subsidiary or related company of Sublessee. Aside from these listed exceptions, Sublessee may NOT assign or sublet all or a part of its interests in this Sublease as amended unless Sublessee first obtains the written consent of Sublessor, which consent shall be based upon Sublessor's determination that the new party's business and activities and intended use of the Premises are in Sublessor's reasonable judgment consistent with the current occupancy of the remaining building. Sublessor's consent based upon this judgment shall not be unreasonably withheld or delayed. Any losses or profits sustained from such sub-sublease shall accrue to the Sublessee."

V. Section 7.2 of the Sublease is hereby deleted and replaced with the following amended Section 7.2:

"**7.2 Insurance.** As provided by the underlying Lease, the State of Idaho maintains an insurance policy (or policies) insuring the Premises. Sublessee shall obtain the following types and amounts of insurance: i) Commercial General and Umbrella Liability Insurance, maintaining commercial general liability (CGL) and, if necessary, commercial umbrella insurance with a limit of not less than $1,000,000 each occurrence and in the aggregate, ii) CGL insurance shall be written on standard ISO occurrence form (or a substitute form providing equivalent coverage) and shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract including the tort liability of another assumed in a business contract, iii) Sublessee shall maintain Automobile Liability in the amount of $1,000,000 Combined Single Limit, such coverage shall include Non-Owned and Hired Car coverage, and iv) Sublessee shall maintain all statutorily required Workers Compensation coverages, including Employer's Liability, at minimum limits of $100,000 / $500,000 / $100,000. Sublessee's insurer's shall have a Best's rating (or equivalent) of AV or better and be licensed and admitted in Idaho. Sublessee shall furnish Sublessor with a certificate of insurance executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth below. All policies required shall be written as primary policies and not contributing to nor in excess of any coverage Sublessor may choose to maintain. The certificate of insurance shall list the Sublessor as "State of Idaho and the Board of Regents of the University of Idaho, Attn: Risk Management, 875 Perimeter Dr MS 3162, Moscow ID 83844-3162" as the Certificate Holder. All certificates shall provide for thirty days' written notice to Certificate Holder prior to cancellation or material change of any insurance referred to in the certificate. All policies shall name Certificate Holder as an additional insured. Failure of Certificate Holder to demand a certificate or other evidence of full compliance with these insurance requirements or failure of Certificate Holder to identify a deficiency from evidence that is provided shall not be construed as a waiver of Sublessee's obligation to maintain such insurance. Failure to maintain the required insurance may result in default as provided herein. By requiring this insurance, Sublessor does not represent that coverage and limits will necessarily be adequate to protect Sublessee, and such coverage and limits shall not be deemed as a limitation on Sublessee's liability under the terms of this Sublease as amended."

W. Section 7.3 of the Sublease is hereby deleted and replaced with the following amended Section 7.3:

"**7.3 Sublessee's Personal Property Insurance.** No insurance is provided by Sublessor for Sublessee's personal property. Sublessee shall insure and be solely responsible for insurance coverage on personal property, of every kind or nature, which is not part of the

Premises or owned by Sublessor. Sublessee shall, at Sublessee's sole cost and expense, either obtain the insurance Sublessee deems advisable, or shall be deemed to be self-insured. Sublessee waives all rights on insurance purchased by the Sublessor (if any)."

X. Section 9.1 of the Sublease is hereby deleted and replaced with the following amended Section 9.1:

"**9.1 Events of Termination.** This Sublease as amended shall terminate upon the occurrence of one or more of the following events: (i) by mutual written agreement of Sublessor and Sublessee; (ii) by Sublessor pursuant to the express provisions of this Sublease; (iii) by Sublessee pursuant to the express provisions of this Sublease; (iv) upon expiration of the Term (or exercised renewal terms) of this Sublease; (v) by reason of Section 7.6 or 7.7 relating to condemnation or destruction of the Premises."

Y. Section 9.3 of the Sublease is hereby amended to replace the holdover payment amount of 150% of the previous Term's Base Rent with the provision that Sublessee shall pay 125% of the previous Term's Base Rent for the first three months of holdover and 150% for each month thereafter.

Z. Section 9.4.1 of the Sublease is hereby deleted and replaced with the following amended Section 9.4.1:

"**9.4.1 Removal of Property.** Except as permitted by this Sublease as amended, Sublessee shall not remove any alterations, improvements or additions made to the Premises by Sublessee or others, without the prior written consent of Sublessor, which consent may be withheld for any reason or for no reason. Upon termination, or within seven days thereafter, Sublessee shall remove, in a good and workmanlike manner, all personal property (including system furniture which may be attached to Premises) of Sublessee. Sublessee shall promptly repair all damage occasioned by such removal in a good and workmanlike manner. If Sublessee fails to remove any property, Sublessor may (i) accept the title to the property without credit or compensation to Sublessee, or (ii) remove and store the property, at Sublessee's expense, in any reasonable manner that Sublessor may choose."

AA. Section 11.2 of the Sublease is hereby deleted and replaced with the following amended Section 11.2:

"**11.2 Brokers.** Each party hereto represents and warrants to the other party that the representing party has no arrangement with any realtor, broker or agent in connection with the negotiations of this Sublease other than Collier's International and CH2M Hill Commercial Real Estate, CCR. Sublessor shall be required to pay 3% of the Term's total Base Rent for such broker services. Each party agrees to defend, indemnify and hold the other party harmless from any cost, expense or liability for any compensation, commission or charges claimed by any realtor, broker or agent other than those listed above arising out of the actions of the indemnifying party with respect to this Sublease."

BB. If there is any conflict between the terms and provisions of this Third Amendment and the terms and provisions of the Sublease, the terms and provisions of this Third Amendment shall govern. Except as specifically set forth herein, all other provisions of the Sublease shall remain in full force and effect and be binding upon the Parties in accordance with the terms therein.

IN WITNESS WHEREOF, the parties hereto have executed this Third Amendment on the date(s) set forth below.

SUBLESSEE	SUBLESSOR
By: ____________________	____________________
Its: ____________________	Ronald E. Smith, Vice-President Finance & Administration
____________________ Date	____________________ Date

IDAHO STATE BUILDING AUTHORITY CONSENT

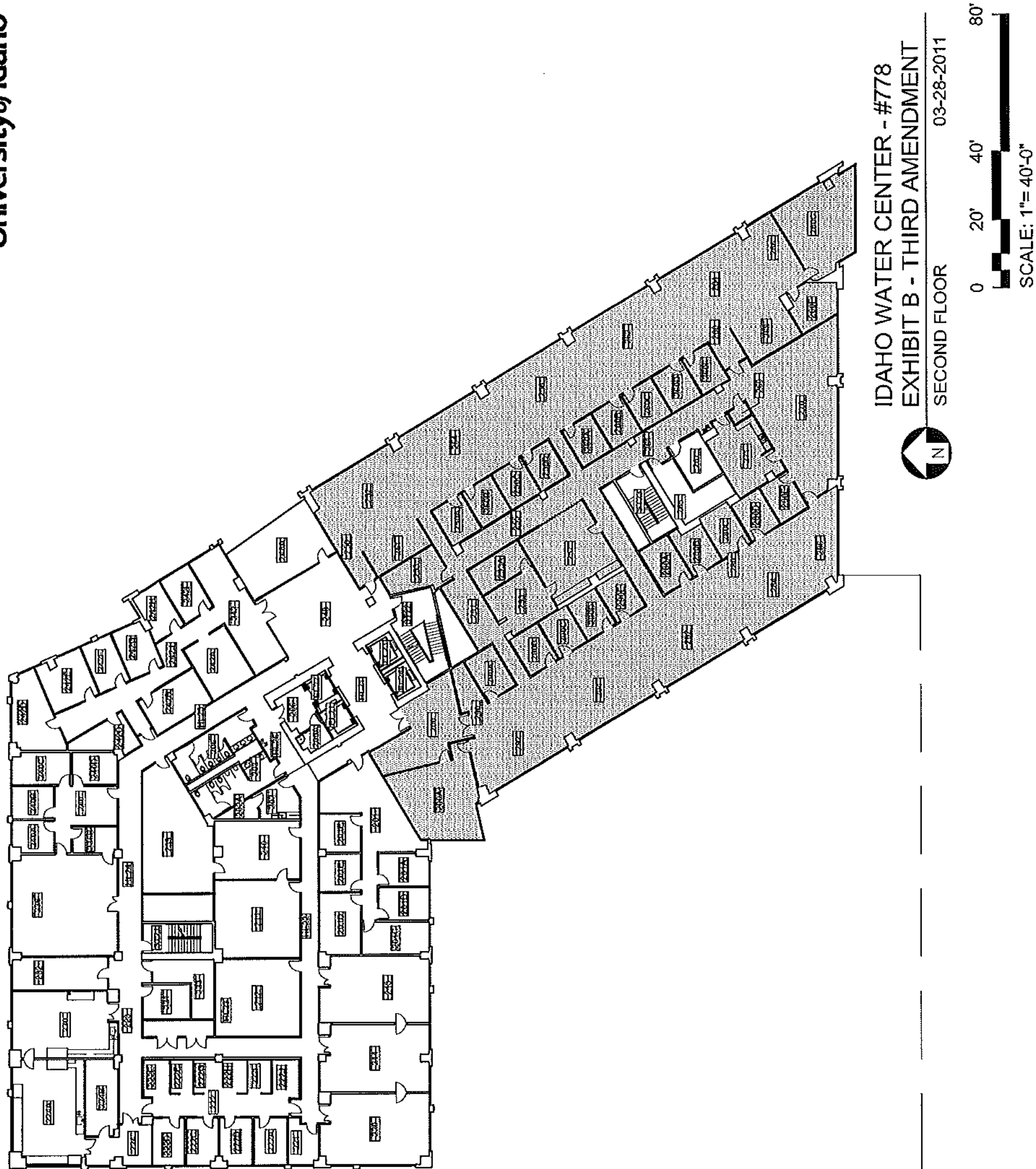
By:____________________

Its:____________________

Date:____________________

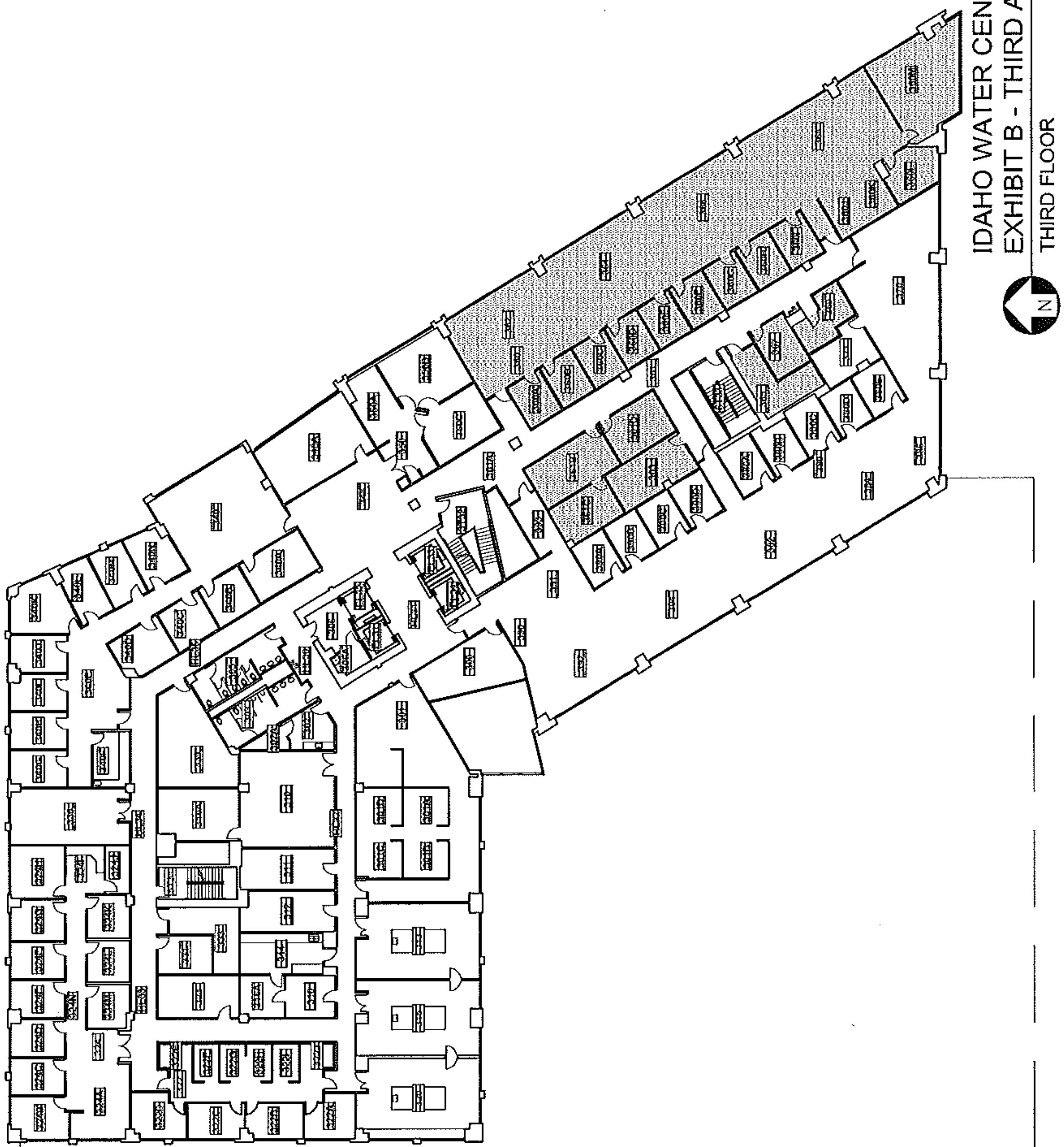
University of Idaho

IDAHO WATER CENTER - #778
EXHIBIT B - THIRD AMENDMENT
SECOND FLOOR 03-28-2011



University of Idaho

IDAHO WATER CENTER - #778
EXHIBIT B - THIRD AMENDMENT
THIRD FLOOR
03-28-2011



0 20' 40' 80'
SCALE: 1" = 40'-0"

University of Idaho

IDAHO WATER CENTER - #778

EXHIBIT B - THIRD AMENDMENT

FOURTH FLOOR 06-28-2012

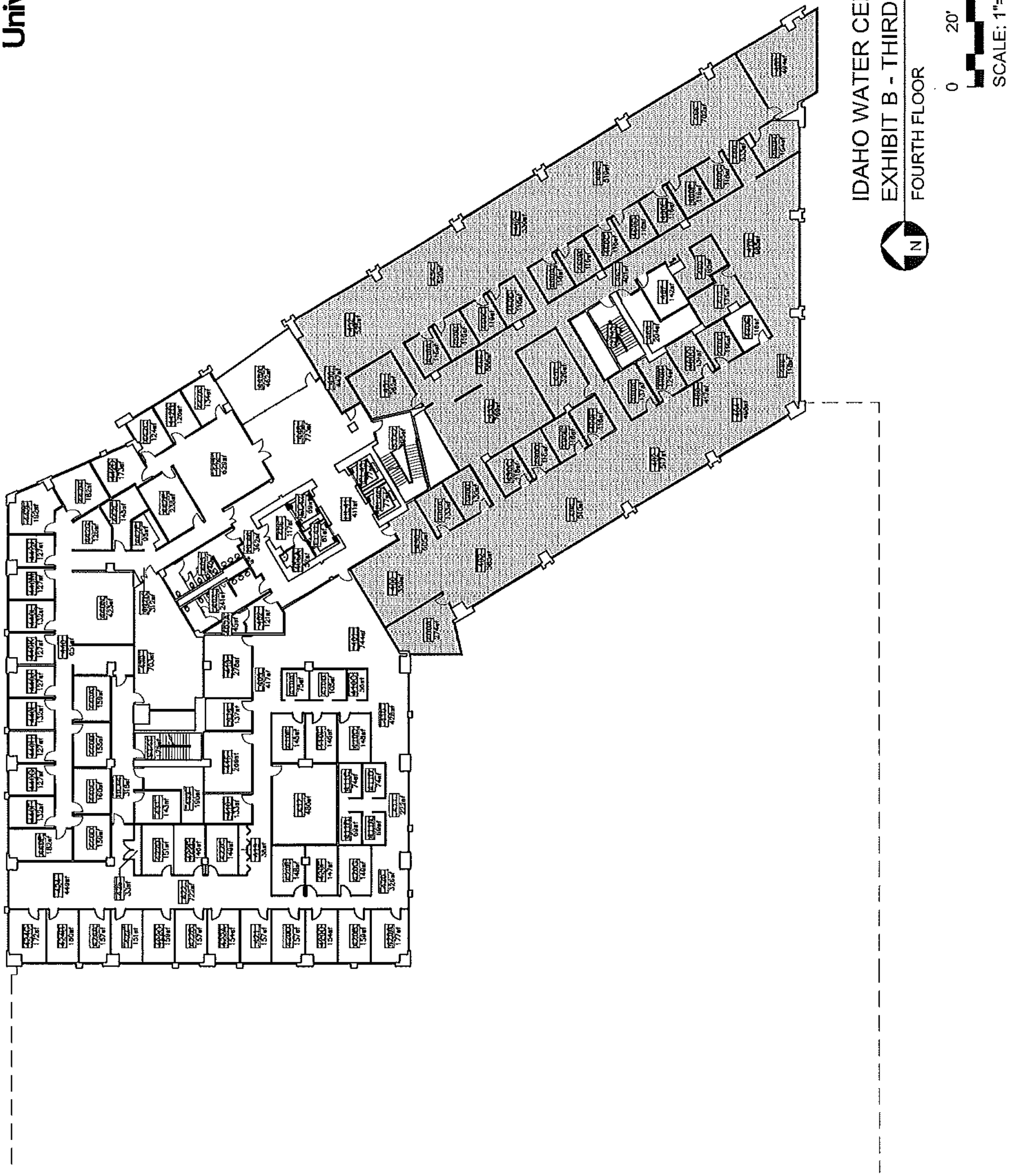
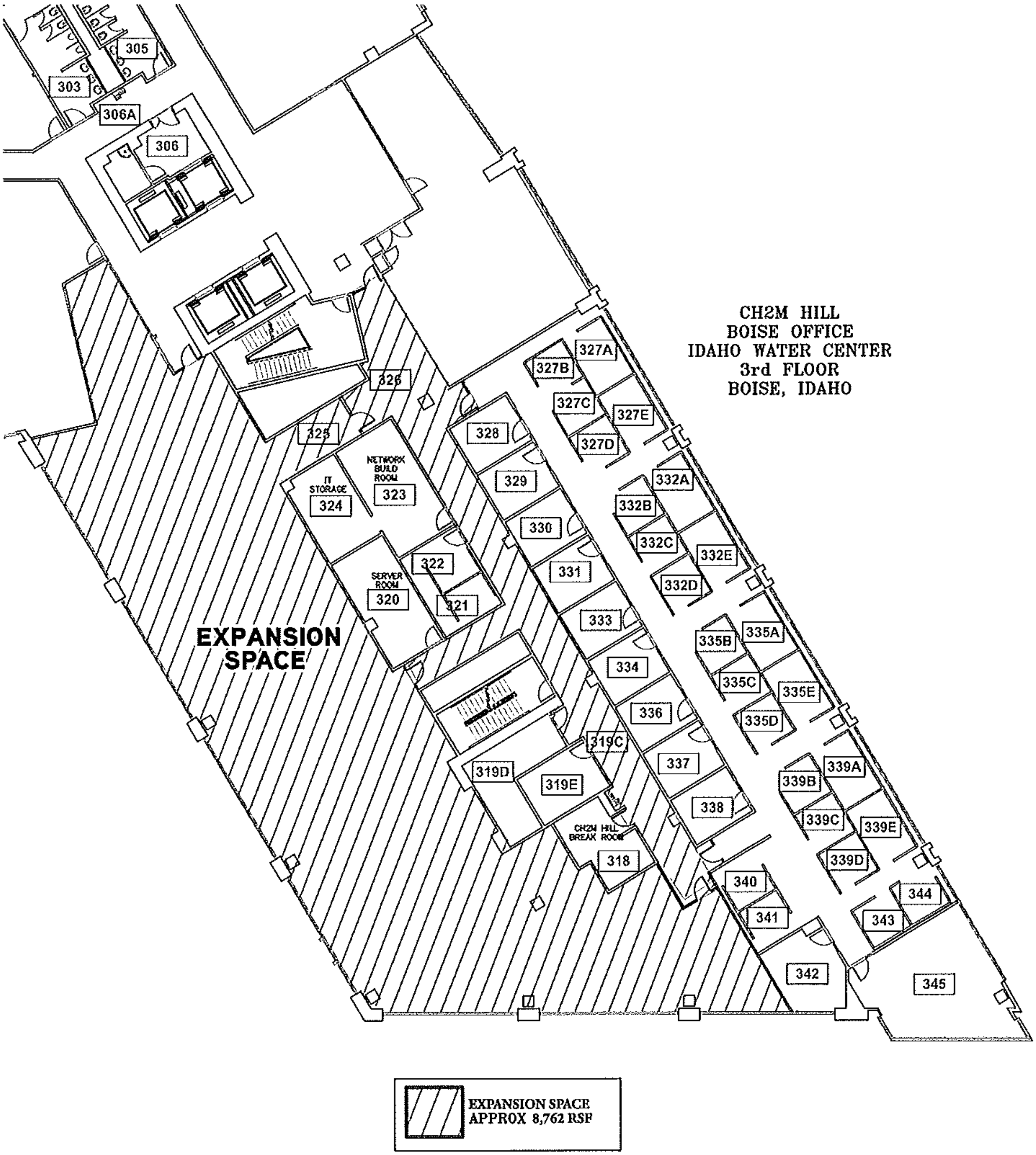


Exhibit C
Third Amendment

Actual 2010 Operating Expenses

Recoverable Expenses	Totals
Alarm and Security	38,260
Professional Services	176,747
Grounds Maintenance	8,982
Utilities	218,152
Repairs and Maintenance	274,991
Janitorial and Interiors	235,364
Insurance	52,772
Real Estate Taxes	0
Total Recoverable Expenses	1,005,268

Exhibit E
Third Amendment



UNIVERSITY OF IDAHO

SUBJECT

Fifteen year renewal of lease from the City of Coeur d'Alene for facilities serving as center for University of Idaho (UI) operations in North Idaho

REFERENCE

June 2008	Request to purchase land and enter long term facility lease

APPLICABLE STATUTE, RULE, OR POLICY

Idaho State Board of Education Governing Policies & Procedures, Section V.I.2.e.

BACKGROUND/DISCUSSION

Since 2002 the UI has leased approximately seven (7) acres with an office building along the Spokane River in Coeur d'Alene known as Harbor Center. This property has been used to provide UI services in northern Idaho. In 2008, the University sought Board approval to purchase additional land near North Idaho College and secure a 99 year lease for the existing Harbor Center Building. The Board did not approve that acquisition and the most recent five year lease of the building and grounds will expire this summer. To ensure the current facility is available for continued use by UI, the University is now requesting approval for a fifteen year lease to replace the series of shorter term leases that had been used while the University attempted to acquire the facility and sufficient land for future program growth. The facility grounds included in this lease have been reduced to exclude some parking area and undeveloped grounds the City now wishes to retain for possible wastewater plant expansion.

IMPACT

The City is requiring an annual payment of $3,600 as rent as well as the University's commitment to education, community service, and research "benchmarks" as presented in the attached lease draft. UI shall remain responsible for maintenance of the building and grounds for the duration of the lease, but may terminate the lease in the event such anticipated maintenance costs exceed the value of use in the University's sole determination.

ATTACHMENTS

Attachment 1 – Proposed Third Amendment to Master Lease	Page 3
Attachment 2 – Master Lease	Page 9

STAFF COMMENTS AND RECOMMENDATIONS

The annual rent payment to the City of Coeur d' Alene is supplemented by limited in-kind education opportunities for City employees.

Staff recommends approval.

BOARD ACTION

I move to approve the request by the University of Idaho for authority to enter into a lease with the City of Coeur d'Alene 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 amendment and any related transactional documents.

Moved by __________ Seconded by __________ Carried Yes _____ No _____

THIRD AMENDMENT TO MASTER LEASE

This Master Lease Amendment (Third Amendment) is made by and between the City of Coeur d'Alene, a municipal corporation ("Landlord") and the Board of Regents of the University of Idaho, a state educational institution and body politic and corporate organized and existing under the constitution and laws of the State of Idaho (Tenant). This Amendment shall revise the Master Lease (attached as Exhibit 1) of May 13, 2002, and shall become effective upon July 1, 2013.

WHEREAS, Landlord and Tenant entered into a Master Lease on May 13, 2002 for a term of five (5) consecutive years.

WHEREAS, Landlord and Tenant entered into an Amendment to Master Lease effective upon June 1, 2007, extending the term of the original Master Lease through June 30, 2010.

WHEREAS, Landlord and Tenant entered into a Second Amendment to Master Lease effective upon July 1, 2009, extending the term of the original Master Lease through June 30, 2013.

WHEREAS, Section 5.2 of said Master Lease states that "Landlord and Tenant agree to continue to negotiate in good faith to enter into an agreement, by which Tenant may purchase the Leased Premises from the Landlord and the Landlord may convey the Leased Premises to the Tenant in approximately five years, at the expiration of this Lease."

WHEREAS, Landlord and Tenant have continued to negotiate in good faith in this regard, but due to circumstances related to the mutual interests of both parties, purchase and conveyance of the property has not yet occurred and both parties wish to extend the terms of the Master Lease in accordance with this Third Amendment.

Now, THEREFORE, in consideration of the mutual promises contained herein, Landlord and Tenant agree as follows:

A. Section1.3 "Leased Premises" is hereby amended to replace Schedule I (the Premises legal description) and Exhibit A (the graphic depiction of the Premises) with a new exhibit attached to this Third Amendment as "Exhibit A Third Amendment" (showing the amended graphic depiction for Leased Premises).

B. Section 2 "Term" of the Master Lease is hereby amended to extend the term through June 30, 2028. Tenant may at any time, but not sooner than at least thirty days after written notice to Landlord, terminate this Master Lease early and vacate the Leased Premises. In the event of early termination by Tenant, no subtenants (as permitted by Section 9 of this Master Lease) shall be permitted by Tenant to remain on the Leased Premises after such early termination date, unless Landlord agrees to written assignment of any existing sublease to Landlord.

C. Section 3 "Rent" of the Master Lease is hereby deleted and replaced with the following new Section 3 and Exhibit B Third Amendment:

"**3. Rent.** Tenant shall make a single payment of $3600 to Landlord on or before August 1, 2013. As additional consideration for Tenant's use of Leased Premises, Landlord has established "Expectations for deliverables for long term lease of the Harbor Center by the University of Idaho" (attached as "Exhibit B Third Amendment" to this Master Lease)."

D. Section 5 "Further Agreements" and Exhibits B, C, and D are hereby deleted and replaced with the following new Section 5:

"**5. Landlord's Representation of Encumbrances.** Landlord represents to Tenant that, to Landlord's knowledge, title to the Leased Premises is free and clear of all encumbrances, easements, assessments, restrictions, tenancies (excluding tenancies executed by Tenant and approved by Landlord), and other exceptions to title, except the 1995 Sewer Revenue Refunding Bonds, with such latter exception being acknowledged by Tenant as a condition of the Leased Premises."

E. Section 6.1 of the Master Lease is hereby deleted and replaced with the following new Section 6.1:

"6.1 Subject to the covenants and representations herein, Tenant accepts the Leased Premises in "as is" condition. Tenant shall reasonably clean and maintain (including snow removal) the Leased Premises in a safe and attractive condition. Tenant shall not commit waste on the Leased Premises and shall perform routine maintenance and repair of Leased Premises to the extent necessary to continue operations as permitted herein. However, if in the sole determination of Tenant any anticipated future repair or maintenance costs to the Leased Premises or its road access (including any portion of that access located outside the Leased Premises) are deemed excessive for its continued use of the Leased Premises, Tenant shall notify Landlord of the needed repair, maintenance or replacement work required to permit continued occupation and use, and Tenant shall provide Landlord an estimate of cost to repair, maintain or replace. Upon such written notification from Tenant, Landlord shall within thirty days notify Tenant of Landlord's willingness to perform such requested work (and provide Tenant a reasonable timeline for its completion), or alternatively Landlord may notify Tenant that Landlord will not perform such requested work, and the Lease shall be terminated in ten days unless Tenant preemptively responds in writing to Landlord declaring Tenant's intent to complete such necessary work at Tenant's expense.

F. Section 10.1 of the Master lease is hereby amended by adding the following sentences at the end of the existing Section 10.1:

"In the event Landlord asserts Tenant has defaulted on those "expectations and deliverables" as prescribed in Exhibit B Third Amendment, Tenant shall have one year instead of ninety days to demonstrate performance regarding the specific benchmark(s) cited by Landlord in writing as not being performed by Tenant. If such performance or good faith and best effort to perform has not been demonstrated to the satisfaction of

Landlord after one year, the subsequent provisions of this Section shall be applied to resolve the matter."

G. Section 13 "Recording of Master Lease" is hereby deleted and replaced with the following new Section 13:

"**13. Recording of Master Lease and its Third Amendment.** This Lease and Third Amendment may be recorded by either party without further permission or acknowledgement from the other party. In the event either party chooses to record, it shall pay any applicable costs or fees for recording at its sole expense and it shall provide the other party a certified copy of the recorded document".

H. If there is any conflict between the terms and provisions of this Third Amendment and the terms and provisions of the Master Lease, the terms and provisions of this Third Amendment shall govern. Except as specifically set forth herein, all other provisions of the Master Lease shall remain in full force and effect and be binding upon the Parties in accordance with the terms therein.

IN WITNESS WHEREOF, the parties hereto have executed this Third Amendment on the date(s) set forth below.

City of Coeur d'Alene

____
Sandi Bloem, Mayor

____
Date

Board of Regents of the
University of Idaho

____
Ronald E Smith, Vice-President
Finance & Administration

____
Date

Attest: ________________________

Exhibit A Third Amendment

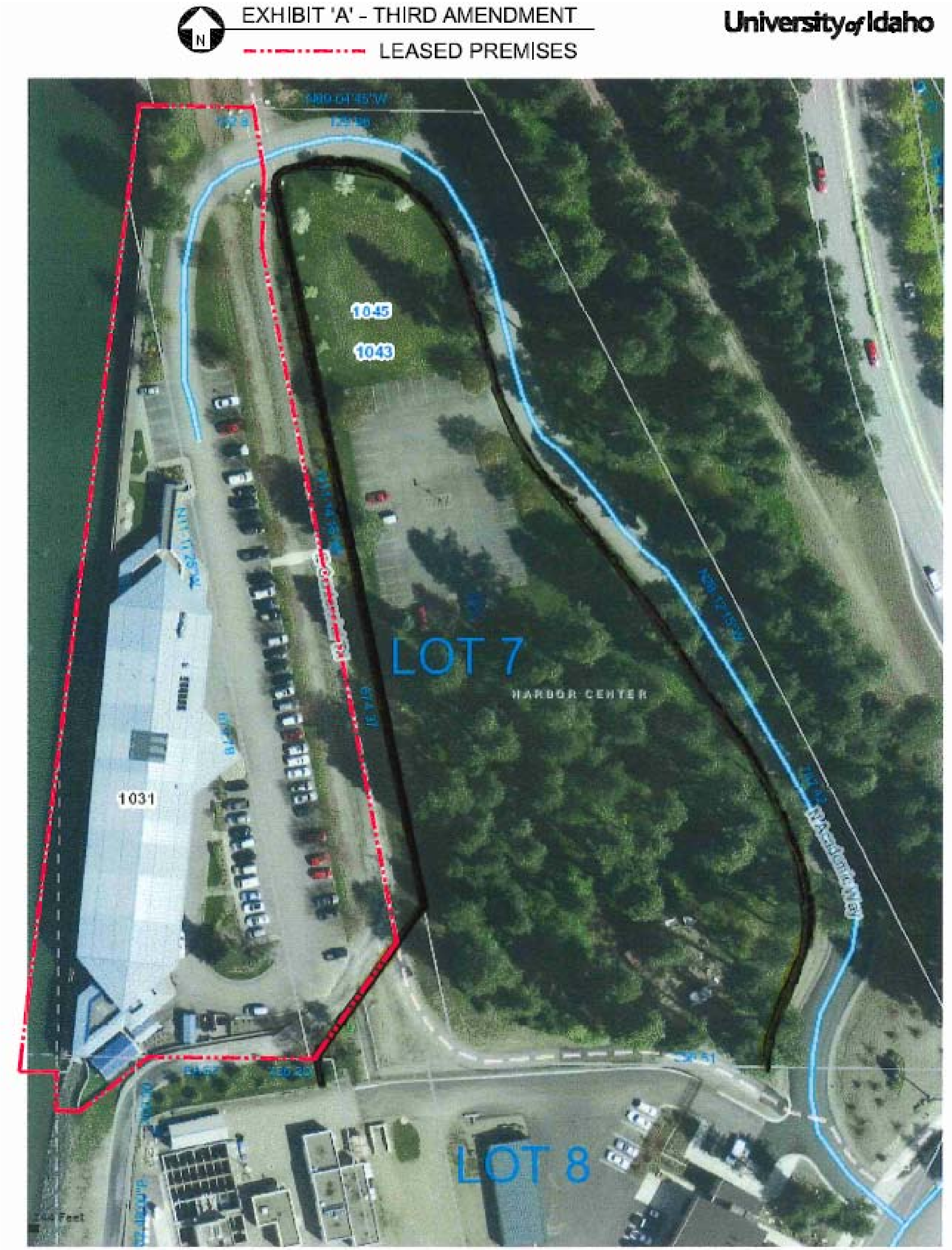


Exhibit B Third Amendment

Expectations and deliverables for long term lease of Harbor Center by the University of Idaho

The University of Idaho ("UI") and the City of Coeur d'Alene ("CDA"); hereafter referred to as the "Parties") have a long-standing, strong and mutual interest in and commitment to ensuring that residents of CDA and northern Idaho have access to higher education and recognize that collaboration is key to enhancing such access. Similarly, the Parties wish to foster economic development and to enrich the community experience with a mutually beneficial partnership.

The parties, in the spirit of collaboration and cooperation that has characterized the Parties' relationship over the years, set forth the following Benchmarks as goals and objectives to be achieved by UI for the current lease term:

Education Benchmarks

1. Continue to make available one enrollment in Executive Masters of Business Administration (EMBA) program for a city employee up to every other year ($19,000/yr)
2. Continue to offer GIS certificate program training to a city employee, up to one each year (~$2200/yr)
3. Offer non-profit management certificate training for up to two city employees each year (up to $500/yr)
4. Demonstrate good faith effort to make available and market additional programs in CDA with on-line and both asynchronous and synchronous video delivery modes, including:
    a. Masters of Natural Resources
    b. MS and BS in Environmental Science
    c. MS/MA in Organizational Dynamics
    d. BS in Industrial Technology/Engineering
    e. BA and/or MA in Tourism and Recreation Management
    f. MS in Fire Ecology
    g. Professional Science Masters
    h. Bachelors in Sustainability Studies
    i. Certificate and degree programs for Waste Water Treatment Operators
    j. Other programs in response to community needs and as possible for UI
5. Continue good faith effort to increase enrollment each year and to increase number of graduates and certificate holders each year in alignment with Idaho goals to achieve 60% of adults between the ages of 24 and 35 with a post high school degree or certificate by 2020

Community Service Benchmarks

1. Devote resources to continued development of Community Water Resource Center in the Harbor Center building providing an effective outlet for city and governmental agency community outreach

2. Create active portal to engage UI expertise, resources, and facilities for CDA programs and initiatives as needed and appropriate
3. Actively participate in the realization of the master plan for the Higher Education Campus via partnering with North Idaho College and other higher education institutions
4. Encourage hosting of UI cultural and athletic programs in CDA
5. Provide annual report of relevant activity to CDA

Research Benchmarks

1. Actively engage with CDA to support of grant proposals of interest for the City
2. Continue good faith efforts to obtain research grants and to build additional research capacity in CDA
3. Continue to work with main campus and other institutions and agencies to focus and house active research projects in CDA
4. Make available research laboratory space and capabilities as possible for school and community needs

Facilities Benchmarks

1. Encourage State and private investment in Collaborative Education Facility at the Higher Education Campus
2. Actively participate with local and regional groups to expand University/higher education facilities in CDA

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MASTER LEASE

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3.3 In addition to rent, Tenant shall provide the following consideration to the Landlord:

1) Subject to Section 3.4, Tenant shall provide Landlord, without rent or utility charges, continued use of the existing Waste Water Treatment Plant lab facility for the term of this Lease. However, Landlord is responsible for paying and arranging for janitorial, telephone, cable television, and internet related services associated with its lab.

2) Tenant will reasonably assist Landlord to assess Landlord's management and communication training needs. Tenant shall make all reasonable efforts to provide non-credit classroom training, at least four times each year, at no cost for instruction and minimal cost for materials to the Landlord. Timing and content of training will be determined upon subsequent mutual agreement of the parties.

3) Upon Landlord's submission to the Tenant's Dean of its Coeur d'Alene Center of a request for interns to perform specific projects or tasks of educational value to Tenant's students, the Dean shall make all reasonable efforts to recruit volunteer student interns, and coordinate the intern's assignment to the Landlord. While the Dean will undertake reasonable efforts to find quality student interns for the Landlord, Tenant cannot guarantee that qualified applicants will be found or be interested in performing the proposed projects or tasks.

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4) The Tenant shall cooperate with the Landlord's efforts to expand and extend the Centennial Trail through the Leased Premises by allowing public access and use of the seawall and boardwalk in a manner that is not disruptive to Tenant's operations on the Leased Premises.

5) On June 30, 2003, and annually thereafter, the Tenant shall provide to the Landlord a report specifying the Tenant's actions to achieve the provisions of Section 3.3 of this Lease and the Goals and Objectives stated in the Memorandum of Understanding, dated August 2, 2001, regarding the University's utilization of the Leased Premises.

6) The Tenant shall establish a scholarship fund exclusively available to University of Idaho students from the City of Coeur d'Alene, with eligibility based upon applicant's zip code. While the Tenant will not dedicate any financial resources to support this new scholarship fund, the Tenant's Dean of its Coeur d'Alene Center will encourage private contributions to the scholarship fund.

3.4 For those portions of the Leased Premises that will be provided to Landlord pursuant to Sections 3.3(1), 6.1, 9.1, 9.3, and Articles 8 and 10 through 21 of this Lease shall apply; provided that, for application to this Section 3.4, the term "Landlord" in those sections shall mean Tenant, the term "Tenant" shall mean Landlord and the term "Leased Premises" shall mean the Waste Water Treatment Plant lab facility.

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4. Landlord's Title.

4.1 Landlord covenants that Landlord has lawful title to the Leased Premises, full right and authority to make this Lease and grant Tenant all rights and privileges under this Lease, and that Tenant shall have quiet and peaceful possession and enjoyment of the Leased Premises.

4.2 Landlord hereby discloses that Landlord owns and operates a Wastewater Treatment Plant adjacent to the Leased Premises, which plant is known to emit unpleasant odors. Provided that emissions from the plant comply with all applicable laws, rules and regulations, such emissions shall not constitute a breach of Tenant's quiet enjoyment of the Leased Premises under this Lease. Landlord shall not expand the plant or any part thereof, so as to encroach onto or occupy portions of the Leased Premises. Tenant shall not object to the continued operation of the adjacent wastewater treatment plant so long as Landlord manages that facility in accordance with industry standards used to minimize odor.

5. Further Agreements.

5.1 Landlord represents to Tenant that, to Landlord's knowledge, title to the Leased Premises is free and clear of all encumbrances, easements, assessments, restrictions, tenancies and other exceptions to title except the leases and encumbrances listed on **Exhibit "B"** attached hereto and made a part hereof ("**Existing Leases and Encumbrances**"). Landlord hereby covenants to advise Tenant of and give Tenant copies of all Existing Leases and Encumbrances of which the Landlord has knowledge. Simultaneous with the execution of this Lease, Landlord and Tenant shall enter into, and Landlord and Tenant agree to enter into, the Assignment of Existing Leases, attached hereto as **Exhibit "C"** and made a part hereof. Assignment of Existing Leases for the Idaho State Police shall be subject to recognition by the State Board of Examiners as indicated by **Exhibit "D"** attached hereto and made a part hereof (**"State Board of Examiners, Request for Recognition of Assignment")**. Rent payable under the Existing Leases shall be payable to Tenant during the term of this Lease. Rent payable to Tenant shall be prorated during any partial month in which Tenant is entitled to such rent payments.

5.2 Landlord and Tenant agree to continue to negotiate in good faith to enter into an agreement, by which the Tenant may purchase the Leased Premises from the Landlord and the Landlord may convey the Leased Premises to the Tenant in approximately five years, at the expiration of this Lease. However, it is the intention of the Landlord to maintain the option of retaining ownership of that portion of the Leased Premises it deems necessary for expansion of its wastewater treatment plant, if any, after the term of this lease has expired.

6. Maintenance and Repair of Building Improvements.

6.1 Tenant shall not commit waste on the Leased Premises. Subject to the covenants and representations of Landlord herein, Tenant accepts the Leased Premises in "as is" condition. The Landlord need not make any repairs or improvements before the lease term begins. Except as otherwise provided in Section 6.2, Tenant shall, at Tenant's sole discretion, cost and expense, maintain, repair and replace as necessary in good working condition, reasonable wear and tear excepted, all buildings, structures, equipment, systems and improvements on the Leased Premises and maintain, repair and replace, as deemed necessary by Tenant, all above and below ground utilities on the Leased Premises and the extension from the Leased Premises to such utility's connection at the main line. Landlord shall have no maintenance, repair or replacement responsibilities towards the Leased Premises, or any part thereof, except as provided in Section

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3.4. Tenant will reasonably clean and maintain (including snow removal) the Leased Premises so that the premises are in a safe and attractive condition.

6.2 In the event of material damage to or destruction of the improvements to the Leased Premises by fire or other casualty, Tenant shall give Landlord immediate notice. If permitted by the Landlord, which permission shall not be unreasonably withheld, Tenant, may at Tenant's sole discretion, cost and expense, repair, restore or rebuild the improvements to the Leased Premises so that upon completion of the repairs, restoration or construction, Tenant may again utilize the Leased Premises in furtherance of Tenant's use, as described in Section 9.2. If Landlord does not grant Tenant approval to repair, restore or rebuild, Tenant may terminate this Lease. If the Tenant chooses not to repair the material damage or destroyed premises, and the Leased Premises are, in the sole opinion of the Tenant, no longer viable for the Tenant's intended use, the Tenant may terminate this lease upon written notification to the Landlord, and Tenant shall have no further obligations under this Lease. During the period of damage, destruction, repair, restoration or rebuilding, this Lease remains in effect and rent does not abate.

7. Utility Charges.

Tenant agrees to pay all charges for electricity, gas, heat, water, telephone and other utility services used on the Leased Premises during the term of this Lease.

8. Indemnification and Insurance.

8.1 Landlord agrees to indemnify and hold harmless Tenant and its agents and assigns, from and against any and all claims, losses, damages, injuries, liabilities, and costs, including reasonable attorneys' fees, court costs and expenses and liabilities incurred in or from any such claim, arising as a direct result of Landlord's possession, operations or performance under this Agreement and which are caused by the negligence of the Landlord. The Landlord shall promptly notify the University of Idaho, Office of Administrative Affairs, PO Box 443168, Moscow, Idaho 83844-3168 of any such claims of which it has knowledge and shall cooperate fully with the University or its representatives in the defense of the same. This indemnification does not apply to the extent that such claims, damages, costs, liabilities, and expenses are the result of negligent acts, errors, omissions or fault on the part of the Tenant, its agents or assigns.

8.2 Subject to the limits of liability specified in <u>Idaho Code</u> 6-901 through 6-929, known as the *Idaho Tort Claims Act*, Tenant agrees to indemnify and hold harmless Landlord, their agents and assigns, from and against any and all claims, losses, damages, injuries, liabilities, and costs, including attorneys' fees, court costs and expenses and liabilities incurred in or from any such claim, arising as a direct result of Tenant's possession, operations or performance under this Agreement and which are caused by the negligence of the Tenant. The Tenant shall promptly notify the Landlord of any such claims of which it has knowledge and shall cooperate fully with the Landlord or its representatives in the defense of the same. This indemnification does not apply when such claims, damages, costs, liabilities, and expenses are the result of negligent acts, errors, omissions or fault on the part of the Landlord, its agents or assigns.

8.3 The Landlord shall obtain and maintain such comprehensive public liability and property damage insurance as will protect it from claims for damages because of bodily injury, including death, or damages because of injuries or destruction or loss of use of property, which may arise from its operations under this Agreement, whether such operations be by it or its agents or anyone directly or indirectly employed by the Landlord. The limits of liability of such insurance shall not be less than five hundred thousand dollars ($500,000) combined single limits. Landlord shall be solely responsible for fire and casualty insurance coverage on its own property.

8.4 The Tenant shall obtain and maintain such comprehensive public liability and property damage insurance as will protect it from claims for damages because of bodily injury, including death, or damages because of injuries or destruction of loss of use of property, which may arise from its operations under this Agreement, whether such operations be by it or its agents or anyone directly or indirectly employed by the Tenant. The Tenant's liability coverage is provided through a self-funded liability program administered by the Office of Insurance Management. Limits of liability are five hundred thousand dollars ($500,000) combined single limits. Tenant shall be solely responsible for fire and casualty insurance coverage on its own property, of every kind or nature, which is not part of the Premises.

8.5 All insurance required under this section shall be maintained in full force and effect at each party's expense until this Agreement terminates. Certificates of insurance and/or evidence of financial responsibility will be provided to the other party upon request, and shall name the other party as additionally covered.

9. Authorizations and Restrictions.

9.1 Tenant may not assign this Lease or sublet any part of the premises without Landlord's written approval, which approval shall not be withheld unreasonably.

9.2 During the term of this Lease, Tenant shall use good faith and reasonable efforts to utilize those portions of the Leased Premises occupied by Tenant in furtherance of its educational, research or administrative activities. Tenant's obligation to use the Leased Premises in furtherance of its education, research or administrative activities shall be suspended during (a) strikes, lockouts or other labor difficulties, fire or other casualty, condemnation, war, riot, insurrection, act of God, the requirements of any local, state or federal law, rule or regulation, or any other reason beyond the reasonable control of Tenant or other occupant of the Leased Premises, or (b) closure due to the restoration, reconstruction, expansion, alteration or remodeling of any building or improvement on the Leased Premises.

9.3 Tenant may install in the Leased Premises such fixtures and equipment as Tenant deems desirable, and all of said items shall remain Tenant's personal property whether or not affixed to the Leased Premises. Tenant may remove Tenant's personal property from the Leased Premises at any time but shall repair any damage caused by such removal.

9.4 Tenant may remodel, alter or expand the Leased Premises, at Tenant's expense, provided such work is performed in a workmanlike manner and complies with all applicable rules and regulations. Prior to making structural improvements to the Leased Premises, Tenant shall request permission from the Landlord and such permission shall not be unreasonably withheld. Tenant shall have no obligation to construct, expand or remodel any improvements on the Leased Premises.

10. Default.

10.1 Either party shall be deemed to be in default upon the expiration of ninety (90) days from the receipt of written notice from the other party specifying the particulars in which such party has failed to perform the obligations of this Lease unless that party, prior to the expiration of said ninety (90) days, has rectified the particulars specified in the notice. However, such party shall not be in default if such failure (except the failure to pay money) cannot be

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rectified within said ninety (90) day period and such party is using good faith and his best efforts to rectify the particulars.

10.2 If the defaulting party is Tenant, Landlord may decree the term ended and enter the Leased Premises; or Landlord may re-enter the Leased Premises and sublet the whole or any part thereof, for the account of the Tenant, upon as favorable terms and conditions as the market will allow. In the latter event, Landlord shall have the right to collect any rent which may thereafter become payable under such sublease and to apply the same first, to the payment of any expenses incurred by Landlord in dispossessing Tenant and in subletting the Leased Premises.

10.3 The failure of a party to insist upon a strict performance of any of the terms, conditions and covenants herein shall not be deemed a waiver of any rights or remedies that said party may have, and shall not be deemed a waiver of any subsequent breach or default in the terms, conditions and covenants herein contained.

10.4 In addition to the remedies set forth in this Lease, Landlord and Tenant shall have all other remedies provided by law to the same extent as if fully set forth herein word for word. No remedy herein conferred upon, or reserved to Landlord or Tenant shall exclude any other remedy herein or by law provided, but each shall be cumulative.

11. Notices.

11.1 Any notice provided for herein shall be given by Registered or Certified United States Mail, postage prepaid, addressed, if to Landlord, to Landlord at City of Coeur d'Alene, 710 E. Mullan, Coeur d'Alene, Idaho 83816-3964, and, if to Tenant, to Tenant at University of Idaho, Moscow, Idaho 83844-3145, Attention: Vice President for Finance and Administration.

The person and the place to which notices are to be mailed may be changed by either party by notice to the other.

11.2 Each party agrees that a copy of all notices which may be given hereunder shall also be given by certified mail to such other persons and at such places as either party may designate in writing.

12. Attorneys' Fees.

If either party to this Lease is required to initiate or defend litigation in any way connected with this Lease, the prevailing party in such litigation in addition to any other relief which may be granted, whether legal or equitable, shall be entitled to a reasonable attorneys' fee. If either party to this Lease is required to initiate or defend litigation with a third party because of the violation of any term or provision of this Lease, or obligation of the other party to this Lease, then the party so litigating shall be entitled to reasonable attorneys' fees from the other party to this Lease. Attorneys' fees shall include attorneys' fees on any appeal. In addition, a party entitled to attorneys' fees shall be entitled to all other reasonable costs for investigating such action, taking depositions and the discovery, travel, and all other necessary costs incurred in such litigation. All such fees shall be deemed to have accrued on commencement of such action and shall be enforceable whether or not such action is prosecuted to judgment.

13. Recording of Master Lease.

This Lease shall be recorded in the County where the Leased Premises are located, at the expense of the Tenant.

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14. Article Headings.

The article headings of the Lease are inserted only for reference and do not affect the terms and provisions hereof.

15. Rights of Successors.

All of the rights and obligations under this Lease shall bind and inure to the benefit of the heirs, personal representatives, successors and assigns of the parties hereto.

16. Entire Agreement.

This is the entire agreement between the parties. It replaces and supercedes any and all oral agreements between the parties, as well as any prior writings.

17. Governing Law.

This lease will be governed and construed in accordance with the laws of the State of Idaho, and venue for any legal action shall be in Kootenai County.

18. Modification.

This lease may be modified only by a writing signed by the party against whom such modification is sought to be enforced.

19. Severability.

If any court determines that any provision of this lease is invalid or unenforceable, any invalidity or unenforceability will affect only that provision and will not make any other provision of this lease invalid or unenforceable and shall be modified, amended or limited only to the extent necessary to render it valid and enforceable as agreed upon by the Tenant and Landlord.

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20. Equal Opportunity.

Each party agrees not to discriminate against any employee or applicant for employment in the performance of this Agreement, with respect to tenure, terms, conditions, or privileges of employment, or any matter directly or indirectly related to employment, because of race, sex, color, religion, national origin, disability, ancestry, or status as a Vietnam veteran. Breach of this covenant may be regarded as a material breach of this Agreement.

21. Non-Use of Names and Trademarks.

No party to this Agreement shall, without express written consent in each case, use any name, trade name, trademark, or other designation of any other party hereto (including contraction, abbreviation, or simulation) in advertising, publicity, promotional, or similar activities or context.

EXECUTED as of the date first above written.

LANDLORD:
City of Coeur d'Alene

By: ______________________
Sandi Bloem, Mayor

TENANT:
The Regents of the University of Idaho

By: ______________________
Jerry Wallace,
Vice President, Finance & Administration

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STATE OF IDAHO)
) ss.
County of Kootenai)

On this 13th day of May, 2002, before me, Susan K. Weathers, a Notary Public in and for said State, personally appeared Sandi Bloem, known to me to be the Mayor of the City of Coeur d'Alene, a municipal corporation, that executed the within instrument or the person who executed the instrument on behalf of said municipal corporation, and acknowledged to me that such municipal corporation executed the same.

WITNESS MY HAND and official seal hereto affixed the day, month and year in this certificate first above written.

SUSAN K. WEATHERS NOTARY PUBLIC STATE OF IDAHO

Susan K. Weathers
Notary Public for the State of Idaho
Residing at CdA
My Commission Expires 10-22-05

STATE OF IDAHO)
) ss.
County of Kootenai)

On this 13th day of May, 2002, before me, Susan K. Weathers, a Notary Public in and for said State, personally appeared Jerry Wallace known to me to be Vice President, Finance & Administration of **The Regents of the University of Idaho**, a body politic and corporate organized and existing under the laws of the State of Idaho, that executed the within instrument or the person who executed the instrument on behalf of said body politic, and acknowledged to me that such body politic executed the same.

WITNESS MY HAND and official seal hereto affixed the day, month and year in this certificate first above written.

SUSAN K. WEATHERS NOTARY PUBLIC STATE OF IDAHO

Susan K. Weathers
Notary Public for the State of Idaho
Residing at CdA
My Commission Expires 10-22-05

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List of Exhibits and Schedules:

Exhibit “A” - Site Plan
Exhibit “B” - Existing Leases and Encumbrances
Exhibit “C” - Assignment of Existing Leases
Exhibit “D” – State Board of Examiners - Request for Recognition of Assignment

Schedule I – Description of Leased Premises

1739109 Schedule "I"

A portion of Lot 7, Fort Sherman Abandoned Military Reservation as shown in plat book "B" at page 153 A, Records of Kootenai County, State of Idaho, in Section 14, Township 50 North, Range 4 West, Boise Meridian described as follows;

Beginning at the intersection of the North line of said Lot 7 and the southwesterly right-of-way line of the Burlington Northern Railroad;

Thence along said right-of-way line South 28°10'45" East, 757.17 feet to the south line of said Lot 7;

Thence along said south line North 88°41'24" West, 618.0 feet;

Thence South 21°52' West, 12.82 feet;

Thence North 88°41'24' West, 33.0 feet to a point on the shore of the Spokane River;

Thence northerly along said shore to the point of intersection of the North line of said Lot 7 with the Southwesterly line of the Spokane International Railroad, said point bears North 5° 33'43" East, 671.3 feet from last said point;

Thence along the North line of said Lot 7 South 89°05'15" East, 233.0 feet to the Point of Beginning.

Except therefrom any portion lying beyond the legal high water mark of the Spokane River.

Subject to a 20 foot easement for railroad purposes, being 10 feet on each side he existing track.

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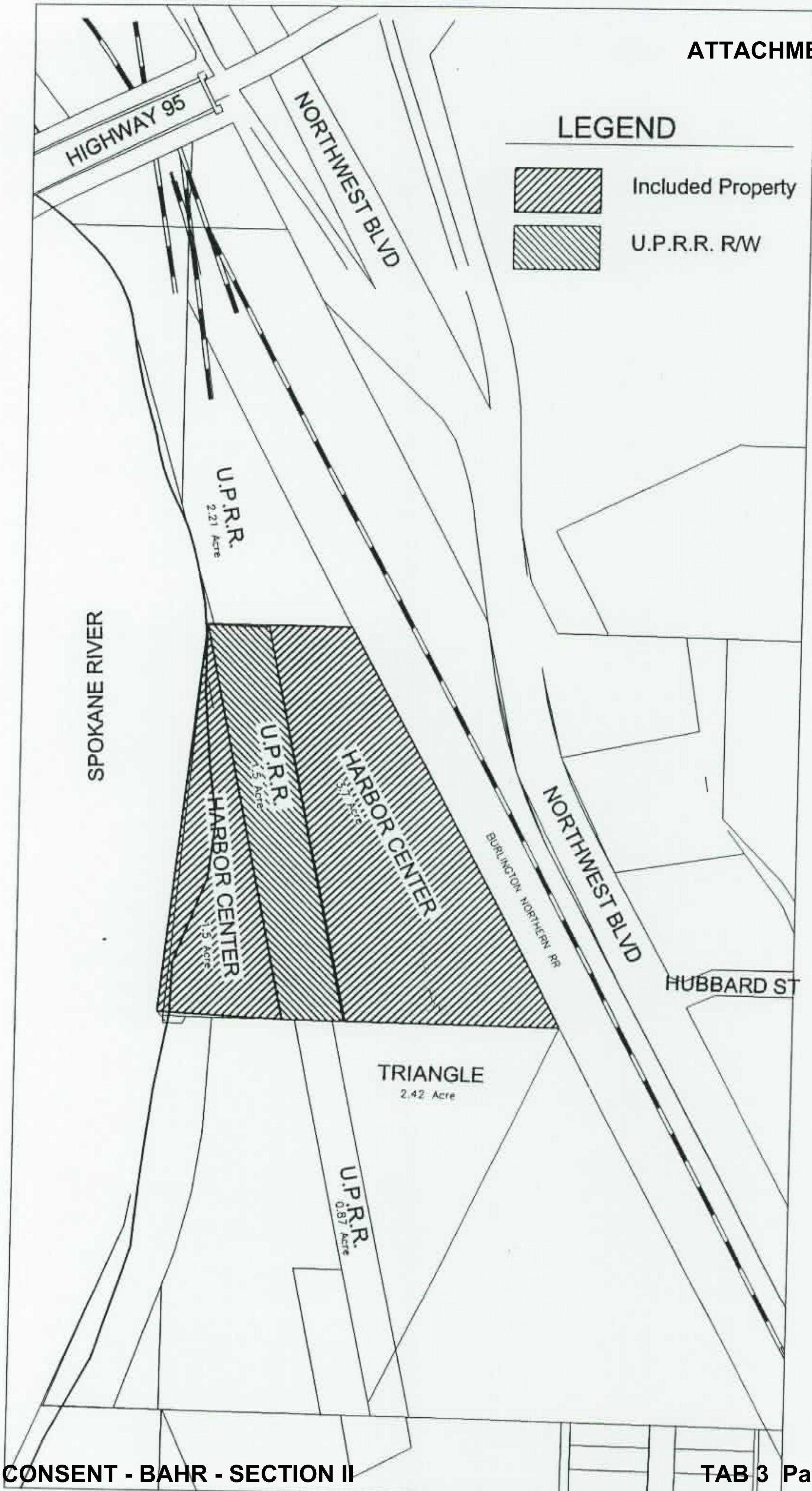

EXHIBIT "A"

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EXHIBIT B

EXISTING LEASES AND ENCUMBERANCES

THE FOLLOWING ARE THE EXISTING LEASES AND ENCUMBERANCES TO THE HARBOR CENTER PROPERTY:

1) The Building is encumbered by a Lease between the City of Coeur d'Alene and the Idaho Department of Law Enforcement, Idaho State Police Forensics (Term: 3/01/2000 to 6/30/2003)
2) The Land is subject to UPRR Railroad right of way (See, Exhibit A – SITE PLAN).
3) Land and Building are subject to "The 1995 Sewer Revenue Refunding Bonds."

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EXHIBIT C

ASSIGNMENT OF EXISTING LEASES

THIS ASSIGNMENT OF EXISTING LEASES ("**Assignment**") is made between **City of Coeur d'Alene**, a municipal corporation ("**Assignor**"), and **The Regents of the University of Idaho**, a body politic and corporate organized and existing under the laws of the State of Idaho ("**Assignee**").

RECITALS

A. Assignor is leasing to Assignee that certain real property and the improvements located thereon situated in the City of Coeur d'Alene, County of Kootenai, State of Idaho and commonly referred to as the Harbor Center Building.

B. Assignor, as landlord, leases portions of the Harbor Center Building to a tenant pursuant to the leases attached hereto as Exhibit "A" ("**Existing Leases**").

C. Assignor desires to assign the Existing Leases to Assignee and Assignee desires to assume the Existing Leases pursuant to the terms and conditions of this Assignment.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Assignment. Effective as of June 1, 2002 ("**Effective Date**"), Assignor hereby assigns, conveys and transfers to Assignee all of Assignors right, title and interest in the Existing Leases. Assignee accepts the foregoing assignment and agrees to assume, pay, perform, discharge, as and when due, all of the covenants and obligations of landlord under the Existing Leases, which arise after the Effective Date and agree to be bound by all of the terms and conditions thereof after the Effective Date.

2. Proration. Any rent, charges, taxes or other sums due to Assignor under the Existing Leases shall be prorated between Assignor and Assignee as of the Effective Date. Both parties agree that as of the Effective Date, all sums due to Assignor accrued on or after the Effective Date under the Existing Leases shall be the property of Assignee and all sums owed by Assignor accrued on or after the Effective Date shall be the responsibility of Assignee.

3. Assignor's Representations and Warranties. Assignor hereby represents and warrants to Assignee as follows:

3.1 Assignor has not heretofore assigned, subleased, mortgaged or otherwise transferred or encumbered the Existing Leases or Assignor's interest therein.

3.2 The Existing Leases attached hereto as Exhibit "A" are true, correct, and complete copies of all leases and occupancy agreements affecting or encumbering all or any part of the Harbor Center Building.

3.3 Assignor has the full right, power and authority to enter into this Assignment and perform the obligations hereunder without the prior consent of any other person, entity or governmental agency, which consent Assignor has not previously obtained.

3.4 The Existing Leases are in full force and effect and there are no existing defaults, or events or conditions which but for the passage of time would constitute a default pursuant to such Existing Leases.

4. Indemnification. Assignor shall indemnify, defend and hold harmless Assignee, its successors and assigns, from and against any and all damage, loss, liability, claim, cost, expense, action and cause of action (including, without limitation, attorneys' fees and the reasonable costs of investigation) incurred by or asserted against Assignee, its successors and

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assigns, accruing on or before the Effective Date under the Existing Leases, arising from or pertaining to Assignor's use or occupation of the Harbor Center Building, or for any breach of Assignor's representations and warranties set forth in this Assignment.

Assignee shall indemnify, defend and hold harmless Assignor, its successors and assigns, from and against any and all damage, loss, liability, claim, cost, expense, action and cause of action (including, without limitation, attorneys' fees and the reasonable costs of investigation) incurred by or asserted against Assignor, its successors and assigns, accruing after the Effective Date under the Existing Leases, or arising from or pertaining to Assignee's use or occupation of the Harbor Center Building.

5. General Provisions. This Assignment shall be binding upon the heirs, successors, assigns and personal representatives of the parties hereto.

5.1 The captions to the paragraphs are intended for convenient reference only and shall not be used and are not intended to modify, aid, describe or otherwise affect the meaning of the paragraph from that which is indicated by the text of the paragraph alone.

5.2 This Assignment is the product of negotiation and the parties agree that it shall not be construed against the drafter. If any part of this Assignment shall be found to be invalid or unenforceable, the remainder of the Assignment shall be enforceable in accordance with its terms, deleting such unenforceable or invalid provisions.

5.3 This Assignment may be executed in counterparts and shall be effective upon execution of one or more of such counterparts by each of the parties hereto. Signature pages may be detached from individual counterparts and attached to a single or multiple original(s) in order to form a single or multiple(s) of this Assignment.

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5.4 In the event any party hereto is composed of more than one (1) person, the obligations of such party shall be joint and several.

EXECUTED as of the date first above written.

ASSIGNOR:	**ASSIGNEE:**
City of Coeur d'Alene	**The Regents of the University of Idaho**
By: ______________________	By: ______________________
Sandi Bloem, Mayor	Jerry Wallace, Vice President, Finance

List of Exhibits:

Exhibit "A" - Existing Leases

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LEASE AGREEMENT FOR SPACE

THIS LEASE AGREEMENT FOR SPACE ("Lease Agreement") is entered effective upon the date of the last required signature (the "Effective Date"), by and between **City of Coeur d'Alene, 710 E. Mullan, Coeur d'Alene, ID 83816-3964** (the "Lessor"), and the STATE OF IDAHO, by and through **Department of Law Enforcement, Idaho State Police Forensics** (the "Lessee"), for the leasing of that real property described below and referred to as the "Premises." The Lessor and the Lessee may be referred to collectively as the "Parties." The Parties specifically agree and acknowledge that the approval signature of the Leasing Manager, Division of Public Works, Department of Administration, is a required signature.

WITNESSETH

WHEREFORE, in consideration of the mutual covenants, agreements, and conditions contained in this Lease Agreement, the Parties agree as follows.

1. Lease of Premises. The Lessor does hereby demise and lease to the Lessee the Premises situated in the City of **Coeur d'Alene**, County of **Kootenai**, State of Idaho, known and described as follows: **1000 West Hubbard Street, Suite 240, Coeur d'Alene, Idaho**

2. Term. The term of this Lease Agreement is **40** months. As time is of the essence, the term of this Lease Agreement shall begin on **March 1, 2000** and shall end at midnight on **June 30, 2003**. The Parties agree that this Lease Agreement is subject to the termination, expiration and renewal rights set forth in this Lease Agreement. The Lessee may, at the expiration of the term of this Lease Agreement and without the necessity of renewing said Lease Agreement, continue in its occupancy of the Premises on a month to month basis upon the terms and conditions set forth in this Lease Agreement for a period not to exceed one (1) year. The Lessor may terminate the Lessee's month to month occupancy upon ninety (90) days' prior written notice to the Lessee.

3. Payment. The Lessee shall pay to Lessor a fixed payment for the term of this Lease Agreement in monthly installments of approximately **$4,463.34** each. The lease payment shall be computed at a rate of **$13.39** per square foot, per year. The total square footage of the Premises is **4,000**, subject to measurement using BOMA standard. The total yearly lease payment is **$53,560.00**. Upon election by the Lessee to pay in advance _________ quarterly, _________ semi-annually, or **X** annually, the Lessor shall allow Lessee a discount of **3%**. The lease payments shall be paid pursuant to the Lessor's timely submission of invoices for payment. Upon receipt, Lessee shall forward Lessor's invoice to the State Controller for payment. Lessor specifically acknowledges that State vouchers are processed by the State Controller, not Lessee. Therefore, any payment that is made no later than sixty (60) days after it is actually due shall not be considered an event of default. Lessee shall use its best efforts to expedite payment. It is expressly covenanted and agreed that any prepayment of rent made by the Lessee under the terms of this Lease Agreement shall be considered as an advance payment of rent only and no part thereof shall be considered as a security or cash deposit.

Rents for the periods:

March 1, 2000 – June 30, 2000	$13.39/sq.ft = $17,853.36
July 1, 2000 – June 30, 2001	$13.39/sq.ft = $53,560.00
July 1, 2001 – June 30, 2002	$13.39/sq.ft = $53,560.00
July 1, 2002 – June 30, 2003	$14.06/sq.ft = $56,240.00

Lessor and Lessee agree to a 5% increase for the last year of the lease.

In addition, Lessee shall pay $200 per year for use of a ballistics training and chemical storage area (190 sq. ft.).

4. Acceptance of Premises. Lessor shall deliver the Premises to Lessee in accordance with floor plans and specifications attached to this Lease Agreement as Exhibit A, and incorporated herein by reference. Prior to or at occupancy, Lessee shall provide Lessor with a written statement acknowledging inspection and acceptance of the Premises. Anything contained in this Lease Agreement notwithstanding, Lessee's obligations under this Lease Agreement shall not commence until Lessee's acceptance of the Premises. Lessee's inspection and acceptance of the Premises are based upon what may be reasonably observed by one untrained or unfamiliar with building inspections. At Lessee's discretion, Lessee may have particular conditions or parts of the Premises inspected by one trained or familiar with building inspections. In no event shall Lessee's inspection, or inspection by any agent of Lessee, be deemed a waiver of any defects in the Premises.

5. No Waste; Repairs. Lessee will not commit waste on the Premises, nor will it disfigure or deface any part of the building, grounds, or any other part of the Premises, including fixtures. Lessee further covenants that upon return, the Premises will be in the same condition as originally received, reasonable wear and tear excepted. Repairs, except those actually necessitated by Lessee's waste, disfigurement or defacement, and except for repairs required by the removal of Trade Fixtures as provided for in Paragraph 12 of this Lease Agreement, shall be made solely at the Lessor's expense. Any repairs shall be done in a workmanlike manner and must comply with all applicable codes, ordinances, rules and regulations.

6. Services. The Lessor covenants that it will provide, perform, and pay for the following services and maintenance:

A. Utilities:
   Domestic water and sewer.
   Electricity.
B. Facility Repair and Maintenance:
   General Building structure and related equipment (Interior and Exterior).
   Heating system and related equipment.
   Cooling and air handling system and related equipment.
   Electrical system and related equipment.
   Sewer and plumbing systems and related equipment.
   Exterior lighting, including landscaped areas, parking area and walkway.
   Cleaning ground and parking area of debris X weekly __ monthly _ other: ____.
   Common area janitorial service X daily (excluding weekends and holidays) _ other: ________________.
   Trash removal from property X weekly __ other: __________________.
   Furnishing of all washroom materials, including paper products, soap, cleaning supplies and equipment.
   Light bulb and fluorescent tube replacement.
   Ice and snow removal prior to start of each business day.
   Directory sign with Lessee name.
   Door sign with Lessee name.
   Lawn and shrubbery care weekly during season.
C. Parking:
   A total of **12** lighted and paved automotive parking spaces in the upper parking lot (including **0** of which will be secured) will be available and maintained with adequate

ingress and egress available. Handicapped spaces will be provided equal to the requirements of the Americans With Disabilities Act (ADA).

D. Special Provisions:

1. Lessor shall pay and discharge all taxes and assessments whatsoever charged against the Premises whether charged by federal, state, county, city or other public authority.
2. No other special provisions exist.

7. Failure to Repair, Maintain or Service. In the event that the Lessor shall fail or refuse to make such repairs, perform such maintenance, provide such services, or to take any other action required of the Lessor pursuant to this Lease Agreement, Lessee shall give Lessor reasonable notice and time to cure and, failing such cure, Lessee may, at its option, make such repairs, perform such maintenance, provide such services, or take any such action, and deduct such sums expended doing so from the lease payments due to the Lessor. In the event that such failure or refusal prevents Lessee from occupying any or all of the Premises, Lessee may deduct a pro rata sum from its lease payments equal to the greater of the monthly cost per square foot of those Premises not acceptable for occupancy or the actual cost incurred by the Lessee to secure and occupy alternate premises. Lessee's decision to exercise this remedy shall not be deemed to limit its exercise of any other remedy available under this Lease Agreement, at law or in equity.

8. Personal Injury Damages. Lessee agrees to defend, indemnify, and hold Lessor harmless from and against any and all claims against Lessor for damages to goods, wares, and merchandise, in or upon the Premises, and for injuries, damages loss, costs, and expenses to persons in or upon the Premises and for related expenses of Lessor for court costs and attorney's fees (whether or not litigation commenced) from any cause based on proven damages arising from the negligent acts or omissions of Lessee, Lessee's employees, officers, agents, and representatives or any material breach or default of the Lessee in the performance of its obligation hereunder.

9. Indemnification. Lessor hereby agrees to defend, indemnify and save Lessee harmless from and against any and all liability, loss, damage, cost, and expense, including court costs and attorneys' fees of whatever nature or type, whether or not litigation is commenced, that the Lessee may incur, by reason of any act or omission of the Lessor, its employees or agents or any breach or default of the Lessor in the performance of its obligations under this Lease Agreement. The foregoing indemnity shall not apply to any injury, damage or other claim resulting solely from the act or omission of the Lessee.

10. Use of Premises. Lessee shall use the Premises for the following purposes: Lessee agrees that in its use of the Premises, it will comply with all federal, state, county, and city laws, statutes, regulations, ordinances, and rules concerning the use of the Premises and agrees that it will not conduct any unlawful business or conduct upon said Premises. Lessor expressly consents to Lessee's use of said Premises as Lessee's business office and laboratory. Lessee may not change the use of said Premises except with the express written consent of Lessor.

Lessee agrees that in its use of the Premises, it will comply with all federal, state, county, and city laws, statutes, regulations, ordinances, and rules concerning the use of the Premises and agrees that it will not conduct any unlawful business or conduct upon said Premises. Lessor expressly consents to Lessee's use of said Premises as Lessee's business office and laboratory. Lessee may not change the use of said Premises except with the express written consent of Lessor.
Lessor warrants that, upon delivery, the Premises will be in good, clean condition and will comply with all laws, regulations or ordinances of any applicable municipal, county, state, federal or other public

authority respecting such use as specified above. Lack of compliance shall be an event of default and shall be grounds for termination of this Lease Agreement.

11. Fire or Damage.

A. Damage or Destruction Renders Premises Unfit for Occupancy. If, during the term of this Lease Agreement, the Premises, or any portion thereof, shall be destroyed or damaged by fire, water, wind or any other cause not the fault of Lessee so as to render the Premises unfit for occupancy by Lessee, this Lease Agreement shall be automatically terminated and at an end. Lessee shall immediately surrender the Premises to Lessor and shall pay rent only to the time of such surrender. If comparable and acceptable office space can be provided by the Lessor within thirty (30) days of the date of destruction or damage, the Lessee may elect, at its sole option, to relocate to such substitute office space and all relocation costs shall be at the sole expense of the Lessor. Rents will be continued upon occupancy at the lesser of: (i) the current lease rate; or (ii) the market rate for the substitute space. Such relocation shall be for the remainder of this Lease Agreement or any extension.

B. Some Portion Fit for Occupancy.

(i) Notwithstanding any other provision of this Lease Agreement, if less than fifty percent (50%) of the Premises are destroyed or damaged, and if that portion of the Premises may be restored within ninety (90) days to as good a condition as originally received, the Lessee may elect to continue this Lease Agreement and Lessor shall have the option to restore the Premises. Lessee shall give written notice of its intention to continue this Lease Agreement within thirty (30) days after such damage or destruction occurs. If Lessor does not elect to restore the Premises, the Lessor shall provide the Lessee with written notice of that fact and this Lease Agreement shall automatically terminate effective as of the date of destruction or damage.

(ii) If the Lessor elects to restore or rebuild pursuant to the option provided in paragraph 11.B.(i), the rents otherwise due Lessor by Lessee shall be abated equal to the monthly cost per square foot of the unoccupied Premises for that period of time during which restoration or rebuilding of the Premises occurs. If the Lessee is unable to occupy all or part of the Premises during the restoration then, at the option of the Lessee, the Lessee may be relocated to comparable and acceptable office space in which event, Lessor will pay moving expenses not to exceed $3,000 and will pay Lessee an amount of any unexpended balance of rent credit equal to the current monthly rent of the Premises leased under this agreement for the period of time Lessee occupies other comparable space. For example, if such event took place within the second year of the occupancy when rent is $4,463.34 per month and if Lessee occupies comparable office space for two months during renovation, then Lessor shall pay Lessee $8,926.68. Any difference in rent between the comparable office space and the Premises leased under this agreement shall be the responsibility of Lessee. If such restoration or rebuilding exceeds ninety (90) days beyond the date of the destruction or damage to the Premises, Lessee may terminate this Lease Agreement without liability of any kind save payment for actual occupancy of the Premises prior to termination.

C. Prepaid Rent. In the event that this Lease Agreement is terminated as the result of damage or destruction to the Premises during any period of its term for which the Lessee has prepaid rent, the Lessor shall, within ten (10) days from the date of notification of termination by the Lessee, refund the full amount of any prepaid rent not then applied to a period of the Lessee's actual occupancy of the Premises. In the event that the Lessor does not timely remit the full amount of any prepaid rent to the Lessee, the Lessee shall be entitled to collect the full amount of its prepaid rent from insurance proceeds in the manner set forth in this Lease Agreement.

12. Alterations. Except as otherwise agreed, subsequent to the Effective Date and during the term of this Lease Agreement and any extension, neither Lessor nor Lessee shall make any alterations, additions or improvements to the Premises without the prior written consent of the other. Any and all alterations and improvements made by Lessee shall be made at Lessee's sole expense and, subject to the exception for Trade Fixtures provided below, shall, upon termination of this Lease Agreement, and

without disturbance or injury, become the property of the Lessor, and shall remain in and be surrendered with the Premises. Any such alterations, whether performed by Lessor or Lessee, must be made in a workmanlike manner and must comply with all applicable codes, ordinances, rules and regulations. Notwithstanding any other provision of this Lease Agreement, Trade Fixtures, as defined in this Lease Agreement, installed by Lessee shall, at the option of the Lessee, not become the property of the Lessor and, upon the termination of this Lease Agreement, the Lessee may remove such Trade Fixtures and return the Premises in as close to original condition as possible, reasonable wear and tear excepted. For purposes of this Lease Agreement, a Trade Fixture is defined as personal property used by the Lessee in the conduct of its business and includes items such as, but not limited to, shelves and reception counters.

13. Default. In the event that either party shall default in the performance of any material term, covenant, or condition of this Lease Agreement, the party not in default may at its option terminate this Lease Agreement. The party alleging default must provide written notice of said default, specifying the alleged default, and the receiving party shall have fifteen (15) business days to cure or shall immediately provide written documentation that it is proceeding to cure the default in an expedited manner (e.g., working overtime, express delivery, etc.). Should Lessee be in default by surrendering occupancy of the Premises in some manner violative of the terms of the Lease Agreement, Lessor may reenter the Premises without affecting its right of recovery of accrued rent therefor; provided, however, the Lessor shall exercise due diligence to mitigate any and all future losses of rent or damages that may result due to the failure of the Lessee to occupy the Premises.

14. Sufficient Appropriation by Legislature Required. It is understood and agreed that the Lessee is a governmental entity, and this Lease Agreement shall in no way or manner be construed so as to bind or obligate the State of Idaho beyond the term of any particular appropriation of funds by the State legislature as may exist from time to time. The Lessee reserves the right to terminate this Lease Agreement if, in its judgment, the legislature of the State of Idaho fails, neglects or refuses to appropriate sufficient funds as may be required for Lessee to continue such lease payments. All future rights and liabilities of the Parties shall thereupon cease within ten (10) days after the notice to the Lessor. It is understood and agreed that the lease payments provided for in this Lease Agreement shall be paid from State legislative appropriations.

15. Assignment by Lessee - Right to Terminate Lease Agreement at Direction of Idaho Department of Administration. The parties to this Lease Agreement recognize and agree that Lessee, as an agency of the State of Idaho, is subject to the direction of the Idaho Department of Administration pursuant to Title 67, Chapter 57, Idaho Code, and, specifically, the right of that department to direct and require Lessee to remove its operations from the Premises and relocate to other facilities owned or leased by the State of Idaho. Accordingly, it is agreed that, upon the occurrence of such event, Lessee may terminate this Lease Agreement at any time after a one-year period from the date of the commencement of the Lease Agreement as determined under Paragraph 2, provided that Lessor is notified in writing ninety (90) days prior to the date such termination is to be effective. Such action on the part of the Lessee will relieve the Lessee and the State of Idaho of liability for any rental payments for periods after the specified date of termination or the actual date of surrender of the Premises, if later. Additionally, the Department of Administration, at its option, upon providing thirty (30) days' written notice to the Lessor, may relocate the Lessee and assign the space to another state agency, department or institution. The Department of Administration agrees to first secure the prior written approval of Lessor. Said approval shall not be unreasonably withheld. The provisions of the Lease Agreement will continue in full force and effect upon such assignment by the Department of Administration.

16. Right to Terminate Lease at Direction of City Council. The parties recognize and agree that Lessor is subject to certain provisions of the Idaho Code, and specifically, pursuant to Idaho Code Section 50-

1401, should Lessor, through its City Council, find it necessary to use the Premises for city purposes, it is agreed that Lessor may terminate this Lease at any time after one year from the date of commencement of the Lease provided that Lessee is notified in writing one hundred eighty (180) days prior to the date such termination is to be effective. Upon such termination date, Lessor shall refund to Lessee any unexpended balance of rent credit described above.

17. Officials, Agents and Employees of Lessee Not Personally Liable. It is agreed by and between the Parties that in no event shall any official, officer, employee or agent of the State of Idaho be in any way liable or responsible for any covenant or agreement contained in this Lease Agreement, express or implied, nor for any statement, representation or warranty made in or in any way connected with this Lease Agreement or the Premises. In particular, and without limitation of the foregoing, no full-time or part-time agent or employee of the State of Idaho shall have any personal liability or responsibility under this Lease Agreement, and the sole responsibility and liability for the performance of this Lease Agreement and all of the provisions and covenants contained in this Lease Agreement shall rest in and be vested with the State of Idaho.

18. Relation of Parties. The Parties agree and acknowledge that neither shall be considered the employer, agent, representative, or contractor of the other by reason of this Lease Agreement.

19. Notices. Any notice required to be served in accordance with the terms of this Lease Agreement shall be sent by registered or certified mail. Any notice required to be sent by the Lessee shall be sent to the Lessor's last known address at **710 E. Mullan, Coeur d'Alene, ID**, **83816-0489** and any notice required to be sent by the Lessor shall be sent to the address of the Premises and to the Lessee's address in Boise, i.e., **P. O. Box 700, Meridian, ID 83680-0700**. A copy of any such notice shall also be sent to the Department of Administration, Division of Public Works, Attn: Leasing Manager, Post Office Box 83720, Boise, ID 83720-0072. In the event of a change of address by either Lessor or Lessee, the Parties agree to notify each other in writing within ten (10) days of the date of any such change.

20. Insurance. The Lessor shall maintain an insurance policy (or policies) for the purpose of insuring any property and liability risks regarding the Premises. Any such policy obtained by the Lessor shall be at its sole and absolute expense, and Lessee shall have no obligation to obtain or pay for such insurance. Lessee shall provide to Lessor a letter in essence in the form attached as Exhibit "A" advising Lessor of its self-insurance status. The Lessee acknowledges that its personal property is subject to coverage in accordance with state law.

21. Termination. This Lease Agreement shall automatically terminate at the end of its term unless otherwise continued, terminated or renewed in accordance with the terms of this Lease Agreement.

22. Heirs and Assigns. The terms of this Lease Agreement shall apply to the heirs, executors, administrators, successors and assigns of both the Lessor and the Lessee in like manner as to the original parties. An assignment of this Lease Agreement by the Lessor must be approved by the prior written consent of the Lessee, which consent shall not be unreasonably withheld.

23. Nonwaiver. The failure of the Lessor or Lessee to insist upon strict performance of any of the covenants and agreements of this Lease Agreement or to exercise any option contained in this Lease Agreement shall not be construed as a waiver or relinquishment of any such covenant or agreement, but the same shall be and will remain in full force and effect unless such waiver is evidenced by the prior written consent of authorized representatives of the Lessor and Lessee.

24. Modification. This Lease Agreement may be modified in any particular only by the prior written

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consent of authorized representatives of the Lessor and Lessee. **Anything else contained herein notwithstanding, modifications to this Lease Agreement shall be of no force and effect until approved in writing by the Department of Administration, Division of Public Works.**

25. Renewal. This Lease Agreement may be renewed by the written consent of the Lessor and Lessee provided such consent is rendered sixty (60) days in advance of the expiration of the term of this Lease Agreement. Notice of Lessor's offer to renew shall be given by the Lessor one hundred twenty (120) days prior to the expiration of this Lease Agreement, including any extension. Lessee will have thirty (30) days to respond to Lessor's offer. If agreement is not reached by sixty (60) days prior to the expiration of the Lease Agreement, Lessor may lease the Premises to another party. The lease terms offered to a party not affiliated with the Lessor shall not be on more favorable terms than offered to Lessee, without first giving Lessee ninety (90) days to accept or reject those new terms. Lessor may, however, lease the Premises to a City department or to an agency established by the City on more favorable terms than offered to Lessee.

26. Asbestos and Health Hazards. Lessor agrees to comply promptly with all requirements of any legally constituted public authority made necessary by any unknown or existing health hazard including, but not limited to, such hazards which may exist due to the use or suspected use of asbestos or asbestos products in the Premises. It is expressly agreed by the parties that odors emitting from the adjacent Wastewater Treatment Plant shall not constitute a health hazard requiring abatement measures. The Lessor warrants that it has inspected the Premises for health hazards, specifically for the presence of asbestos, and the inspection has not detected asbestos, or if Lessor's inspection has revealed asbestos, then Lessor warrants that it has been removed or been encapsulated in accordance with current law and regulations. In the event that asbestos or another health hazard is discovered on the Premises, the Lessor agrees to protect the Lessee and its employees and to take immediate corrective action to cure the problem. It is agreed that, in the event the Lessee is unable to continue occupancy of the Premises due to the presence of asbestos or any other health hazard, or because of any governmental, legislative, judicial or administrative act, rule, decision or regulation, the Lease Agreement may be terminated by the Lessee upon ten (10) days' written notice to the Lessor. Any asbestos abatement costs, and any other repair or renovation costs associated with asbestos or other health hazard will be at the sole expense of the Lessor. Moving costs and consequential damages will be at the expense of Lessor in an amount not to exceed $3,000.

27. Non Discrimination. The Lessor hereby agrees to provide all services funded through or affected by this Lease Agreement without discrimination on the basis of race, color, national origin, religion, sex, age, physical/mental impairment, and to comply with all relevant sections of: Title VI of the Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of 1973, as amended; The Age Discrimination Act of 1975 and to comply with pertinent amendments to these acts made during the term of this Lease Agreement. The Lessor further agrees to comply with all pertinent parts of federal rules and regulations implementing these acts. The Lessor hereby agrees to provide equal employment opportunity and take affirmative action in employment on the basis of race, color, national origin, religion, sex, age, physical/mental impairment, and covered veteran status to the extent required by: Executive Order 11246; Section 503 of the Rehabilitation Act of 1973, as amended; Section 402 of the Vietnam Era Veterans Readjustment Assistance Act of 1974 and to comply with all amendments to these acts and pertinent federal rules and regulation regarding these acts during the term of the Lease Agreement.

28. Handicap Accessibility. Any space leased by the State of Idaho will meet or exceed standards for handicap accessibility as set out in the American National Standards Institute A117-1, 1992; Americans With Disabilities Act, Public Law 101-336 and applicable regulations; Uniform Building Code Chapter 11; and federal regulations applicable to the occupying agency.

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29. Executive Order 98-02. All buildings owned or maintained by any state government agency or entity, or which are constructed or renovated specifically for use or occupancy by any such agency or entity shall conform to all existing state codes, including but not restricted to, the Idaho General Safety and Health Standards Code No. 1, the Uniform Building Code, the Uniform Mechanical Code and the Uniform Fire Code. If any conflict arises between applicable codes, the more stringent code shall take precedence. Prior to construction or remodeling of such buildings, where appropriate, construction plans shall be reviewed and approved by the Division of Building Safety and the Permanent Building Fund Advisory Council.

30. Executive Order 96-18. Executive Order 96-18 requires that long-term energy costs, including seasonal and peaking demands upon the suppliers of energy, are to be a major consideration in the construction of all state buildings and the execution of lease agreements. Special attention shall include energy conservation considerations including: (i) Chapter 53 of the Uniform Building Code; (ii) use of alternative energy sources such as solar, geothermal, and co-generation; (iii) compliance with the intent of the Environmental Protection Agency's Green Lights State Partner program; (iv) energy management systems and controls to include effective means to monitor and maintain systems at optimal operations; and (v) "state-of-the-art" systems and equipment to conserve energy economically.

31. Material Representations. The Parties agree and acknowledge that the representations and acknowledgments made in this Lease Agreement are material and the Parties have relied upon them in entering this Lease Agreement.

32. Severability. If any term or provision of this Lease Agreement is held by the courts to be illegal or in conflict with any existing law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be continued and enforced as if the invalid term or provision were not contained in this Lease Agreement.

33. Lessor's Right to Lease. The Lessor warrants that it is lawfully possessed of the Premises and has good, right and lawful authority to enter into this Lease Agreement and that the Lessor shall put the Lessee into actual possession of the Premises at the commencement of the term of this Lease Agreement and shall ensure to the Lessee the sole, peaceable, and uninterrupted use and occupancy of the Premises during the full term of this Lease Agreement and any extension.

34. Complete Statement of Terms. No other understanding, whether oral or written, whether made prior to or contemporaneously with this Lease Agreement, shall be deemed to enlarge, limit or otherwise affect the operation of this Lease Agreement.

35. Non-Smoking Designation. Lessor has designated the interior of the Harbor Center Building a non-smoking area. To this end, Lessee will prohibit its employees, guests and invitees from smoking in the premises or in the Harbor Center Building and shall further post a sign indicating the same in a conspicuous place in the Premises.

36. Signs. Lessor will provide a location for a uniform directory sign within the building. No signs may be erected or used on the Premises without the prior express written consent of Lessor. Any signs so erected or used will be done at Lessee's cost and expense.

37. Access by Lessor. The Lessor or its agent shall have access to the leased Premises at all reasonable hours in order to inspect the same, to clean or to make necessary repairs within the leased Premises or the Center, or to show the Premises to prospective tenants or purchasers of the Premises or the Center. Lessee shall provide the names, addresses and telephone numbers of the people

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known to have keys to the Premises to Lessor and update it as necessary. In the event of emergency, Lessor may enter the Premises at any time.

38. Quiet Enjoyment. Lessor covenants that upon payment of the rent herein provided and the performance by the Lessee of all covenants herein, Lessee shall have quiet enjoyment of the premises, except as otherwise provided for herein. Lessee covenants that Lessee shall not interfere with the quiet enjoyment of the Harbor Center by other tenants of Lessor, including tenants and others who may be employees of the City. The parties recognize that expansion of the Wastewater Treatment Plant may occur near the Premises during the term of this lease or any extended term. Lessee agrees that should such expansion occur, any aspect of said expansion, including, but not limited to, foul odors, construction, noise or detours, shall not constitute a breach of quiet enjoyment by the Lessor. Furthermore, Lessee agrees that from the time this Lease commences, foul odors may emit from the Wastewater Treatment Plant and be noticed on the Premises but that said odors shall not constitute a breach of quiet enjoyment by Lessor.

IN WITNESS WHEREOF, the Parties have executed this Lease Agreement as set forth above.

LESSOR:
CITY OF COEUR D'ALENE,
KOOTENAI COUNTY, IDAHO

By: ______________________

ATTEST:
Susan K. Weathers
City Clerk

STATE OF IDAHO)
)ss.
COUNTY OF KOOTENAI)

On this 24th day of March, ~~19~~ 2000, before me, the undersigned, a Notary Public in and for said State, personally appeared Steven A Judy, known or identified to me to be the person whose name is subscribed to the foregoing instrument on behalf of City of Coeur d'Alene as Lessor, and acknowledged to me that he/she executed the same on behalf of the Lessor.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

MELISSA GOTTWALD NOTARY PUBLIC STATE OF IDAHO

Melissa Gottwald
Commission expires on 7/22/05
Residing at Coeur d'Alene, ID

LESSEE: ______________________

STATE OF IDAHO)
)ss.
COUNTY OF ADA)

On this 30th day of March, ~~19~~ 2000, before me, the undersigned, a Notary Public in and for said State, personally appeared E. D. Strickfaden, known or identified to me to be the person whose name is subscribed to the foregoing instrument on behalf of Idaho Department of Law Enforcement as Lessee, and acknowledged to me that he/she executed the same on behalf of the Lessee.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

E. LARAINE McCOY NOTARY PUBLIC STATE OF IDAHO

E. Laraine McCoy
Commission expires on 2/10/05
Residing at Boise, Idaho

APPROVED BY:

Linda S. Wildhagen
Leasing Manager
Division of Public Works
Department of Administration

3/31/2000
Date

LEASE AGREEMENT FOR SPACE

THIS LEASE AGREEMENT FOR SPACE ("Lease Agreement") is entered effective upon the date of the last required signature (the "Effective Date"), by and between **City of Coeur d'Alene, 710 E. Mullan, Coeur d'Alene, ID 83816-3964** (the "Lessor"), and the STATE OF IDAHO, by and through **Department of Law Enforcement, Idaho State Police Forensics** (the "Lessee"), for the leasing of that real property described below and referred to as the "Premises." The Lessor and the Lessee may be referred to collectively as the "Parties." The Parties specifically agree and acknowledge that the approval signature of the Leasing Manager, Division of Public Works, Department of Administration, is a required signature.

WITNESSETH

WHEREFORE, in consideration of the mutual covenants, agreements, and conditions contained in this Lease Agreement, the Parties agree as follows.

1. Lease of Premises. The Lessor does hereby demise and lease to the Lessee **1,000 square feet** of the Premises situated in the City of **Coeur d'Alene**, County of **Kootenai**, State of Idaho, known and described as follows: **1000 West Hubbard Street, Suite 220, Coeur d'Alene, Idaho.**

2. Term. The term of this Lease Agreement is **15** months. As time is of the essence, the term of this Lease Agreement shall begin on **April 1, 2000** and shall end at midnight on **June 30, 2001**. The Parties agree that this Lease Agreement is subject to the termination, expiration and renewal rights set forth in this Lease Agreement. The Lessee may, at the expiration of the term of this Lease Agreement and without the necessity of renewing said Lease Agreement, continue in its occupancy of the Premises on a month to month basis upon the terms and conditions set forth in this Lease Agreement for a period not to exceed one (1) year. The Lessor may terminate the Lessee's month to month occupancy upon ninety (90) days' prior written notice to the Lessee.

3. Payment. The Lessee shall pay to Lessor a fixed payment for the term of this Lease Agreement in monthly installments of approximately **$1,115.84** each. The lease payment shall be computed at a rate of **$13.39** per square foot, per year. The total square footage of the Premises is **1,000**, subject to measurement using BOMA standard. The total yearly lease payment is **$13,390**. Upon election by the Lessee to pay in advance ________ quarterly, _________ semi-annually, or **X** annually, the Lessor shall allow Lessee a discount of **3%**. The lease payments shall be paid pursuant to the Lessor's timely submission of invoices for payment. Upon receipt, Lessee shall forward Lessor's invoice to the State Controller for payment. Lessor specifically acknowledges that State vouchers are processed by the State Controller, not Lessee. Therefore, any payment that is made no later than sixty (60) days after it is actually due shall not be considered an event of default. Lessee shall use its best efforts to expedite payment. It is expressly covenanted and agreed that any prepayment of rent made by the Lessee under the terms of this Lease Agreement shall be considered as an advance payment of rent only and no part thereof shall be considered as a security or cash deposit.

Rents for the periods:

April 1, 2000 – June 30, 2000	$13.39/sq. ft. = $3,347.52
July 1, 2000 – June 30, 2001	$13.39/sq. ft. = $13,390.00

Because of unknown funding, Lessee has the option to renew annually.

4. Acceptance of Premises. Lessor shall deliver the Premises to Lessee in accordance with floor plans and specifications attached to this Lease Agreement as Exhibit A, and incorporated herein by reference. Prior to or at occupancy, Lessee shall provide Lessor with a written statement

acknowledging inspection and acceptance of the Premises. Anything contained in this Lease Agreement notwithstanding, Lessee's obligations under this Lease Agreement shall not commence until Lessee's acceptance of the Premises. Lessee's inspection and acceptance of the Premises are based upon what may be reasonably observed by one untrained or unfamiliar with building inspections. At Lessee's discretion, Lessee may have particular conditions or parts of the Premises inspected by one trained or familiar with building inspections. In no event shall Lessee's inspection, or inspection by any agent of Lessee, be deemed a waiver of any defects in the Premises.

5. No Waste; Repairs. Lessee will not commit waste on the Premises, nor will it disfigure or deface any part of the building, grounds, or any other part of the Premises, including fixtures. Lessee further covenants that upon return, the Premises will be in the same condition as originally received, reasonable wear and tear excepted. Repairs, except those actually necessitated by Lessee's waste, disfigurement or defacement, and except for repairs required by the removal of Trade Fixtures as provided for in Paragraph 12 of this Lease Agreement, shall be made solely at the Lessor's expense. Any repairs shall be done in a workmanlike manner and must comply with all applicable codes, ordinances, rules and regulations.

It is understood and agreed to by Lessor that Lessee may, when funding is available, remodel to include carpet removal, removal of interior walls, and installation of tile flooring at Lessee's expense. The Lessee will dispose of all waste.

6. Services. The Lessor covenants that it will provide, perform, and pay for the following services and maintenance:

A. Utilities:
   Domestic water and sewer.
   Electricity.
B. Facility Repair and Maintenance:
   General Building structure and related equipment (Interior and Exterior).
   Heating system and related equipment.
   Cooling and air handling system and related equipment.
   Electrical system and related equipment.
   Sewer and plumbing systems and related equipment.
   Exterior lighting, including landscaped areas, parking area and walkway.
   Cleaning ground and parking area of debris X weekly __ monthly _ other: ______________________________.
   Common area janitorial service X daily (excluding weekends and holidays) _ other: ______________.
   Trash removal from property X weekly __ other: ________________.
   Furnishing of all washroom materials, including paper products, soap, cleaning supplies and equipment.
   Light bulb and fluorescent tube replacement.
   Ice and snow removal prior to start of each business day.
   Directory sign with Lessee name.
   Door sign with Lessee name.
   Lawn and shrubbery care weekly during season.

C. Parking:
   A total of **NA** lighted and paved automotive parking spaces (including **NA** of which will be secured) will be designated and maintained with adequate ingress and egress available. Handicapped spaces will be provided equal to the requirements of the Americans With Disabilities Act (ADA).

D. Special Provisions:

1. Lessor shall pay and discharge all taxes and assessments whatsoever charged against the Premises whether charged by federal, state, county, city or other public authority.
2. Lessee will construct a security wall and Lessor agrees to credit the Lessee $500 on the rent.
3. No other special provisions exist.

7. Failure to Repair, Maintain or Service. In the event that the Lessor shall fail or refuse to make such repairs, perform such maintenance, provide such services, or to take any other action required of the Lessor pursuant to this Lease Agreement, Lessee shall give Lessor reasonable notice and time to cure and, failing such cure, Lessee may, at its option, make such repairs, perform such maintenance, provide such services, or take any such action, and deduct such sums expended doing so from the lease payments due to the Lessor. In the event that such failure or refusal prevents Lessee from occupying any or all of the Premises, Lessee may deduct a pro rata sum from its lease payments equal to the greater of the monthly cost per square foot of those Premises not acceptable for occupancy or the actual cost incurred by the Lessee to secure and occupy alternate premises. Lessee's decision to exercise this remedy shall not be deemed to limit its exercise of any other remedy available under this Lease Agreement, at law or in equity.

8. Personal Injury Damages. Lessee agrees to defend, indemnify, and hold Lessor harmless from and against any and all claims against Lessor for damages to goods, wares, and merchandise, in or upon the Premises, and for injuries, damages loss, costs, and expenses to persons in or upon the Premises and for related expenses of Lessor for court costs and attorney's fees (whether or not litigation commenced) from any cause based on proven damages arising from the negligent acts or omissions of Lessee, Lessee's employees, officers, agents, and representatives or any material breach or default of the Lessee in the performance of its obligation hereunder.

9. Indemnification. Lessor hereby agrees to defend, indemnify and save Lessee harmless from and against any and all liability, loss, damage, cost, and expense, including court costs and attorneys' fees of whatever nature or type, whether or not litigation is commenced, that the Lessee may incur, by reason of any act or omission of the Lessor, its employees or agents or any breach or default of the Lessor in the performance of its obligations under this Lease Agreement. The foregoing indemnity shall not apply to any injury, damage or other claim resulting solely from the act or omission of the Lessee.

10. Use of Premises. Lessee shall use the Premises for the following purposes: Lessee agrees that in its use of the Premises, it will comply with all federal, state, county, and city laws, statutes, regulations, ordinances, and rules concerning the use of the Premises and agrees that it will not conduct any unlawful business or conduct upon said Premises. Lessor expressly consents to Lessee's use of said Premises as Lessee's business office and laboratory. Lessee may not change the use of said Premises except with the express written consent of Lessor.

Lessor warrants that, upon delivery, the Premises will be in good, clean condition and will comply with all laws, regulations or ordinances of any applicable municipal, county, state, federal or other public authority respecting such use as specified above. Lack of compliance shall be an event of default and shall be grounds for termination of this Lease Agreement.

11. Fire or Damage.

A. Damage or Destruction Renders Premises Unfit for Occupancy. If, during the term of this Lease Agreement, the Premises, or any portion thereof, shall be destroyed or damaged by fire, water, wind or any other cause not the fault of Lessee so as to render the Premises unfit for occupancy by Lessee, this Lease Agreement shall be automatically terminated and at an end. Lessee shall immediately surrender the Premises to Lessor and shall pay rent only to the time of such surrender. If comparable and acceptable office space can be provided by the Lessor within thirty (30) days of the date of destruction or damage, the Lessee may elect, at its sole option, to relocate to such substitute office space and all relocation costs shall be at the sole expense of the Lessor. Rents will be continued upon occupancy at the lesser of: (i) the current lease rate; or (ii) the market rate for the substitute space. Such relocation shall be for the remainder of this Lease Agreement or any extension.

B. Some Portion Fit for Occupancy.

(i) Notwithstanding any other provision of this Lease Agreement, if less than fifty percent (50%) of the Premises are destroyed or damaged, and if that portion of the Premises may be restored within ninety (90) days to as good a condition as originally received, the Lessee may elect to continue this Lease Agreement and Lessor shall have the option to restore the Premises. Lessee shall give written notice of its intention to continue this Lease Agreement within thirty (30) days after such damage or destruction occurs. If Lessor does not elect to restore the Premises, the Lessor shall provide the Lessee with written notice of that fact and this Lease Agreement shall automatically terminate effective as of the date of destruction or damage.

(ii) If the Lessor elects to restore or rebuild pursuant to the option provided in paragraph 11.B.(i), the rents otherwise due Lessor by Lessee shall be abated equal to the monthly cost per square foot of the unoccupied Premises for that period of time during which restoration or rebuilding of the Premises occurs. If the Lessee is unable to occupy all or part of the Premises during the restoration then, at the option of the Lessee, the Lessee may be relocated to comparable and acceptable office space in which event, Lessor will pay moving expenses not to exceed $3,000 and will pay Lessee an amount of any unexpended balance of rent credit equal to the current monthly rent of the Premises leased under this agreement for the period of time Lessee occupies other comparable space. For example, if such event took place within the second year of the occupancy when rent is $4,463.34 per month and if Lessee occupies comparable office space for two months during renovation, then Lessor shall pay Lessee $8,926.68. Any difference in rent between the comparable office space and the Premises leased under this agreement shall be the responsibility of Lessee. If such restoration or rebuilding exceeds ninety (90) days beyond the date of the destruction or damage to the Premises, Lessee may terminate this Lease Agreement without liability of any kind save payment for actual occupancy of the Premises prior to termination.

C. Prepaid Rent. In the event that this Lease Agreement is terminated as the result of damage or destruction to the Premises during any period of its term for which the Lessee has prepaid rent, the Lessor shall, within ten (10) days from the date of notification of termination by the Lessee, refund the full amount of any prepaid rent not then applied to a period of the Lessee's actual occupancy of the Premises. In the event that the Lessor does not timely remit the full amount of any prepaid rent to the Lessee, the Lessee shall be entitled to collect the full amount of its prepaid rent from insurance proceeds in the manner set forth in this Lease Agreement.

12. Alterations. Except as otherwise agreed, subsequent to the Effective Date and during the term of this Lease Agreement and any extension, neither Lessor nor Lessee shall make any alterations, additions or improvements to the Premises without the prior written consent of the other. Any and all alterations and improvements made by Lessee shall be made at Lessee's sole expense and, subject to the exception for Trade Fixtures provided below, shall, upon termination of this Lease Agreement, and without disturbance or injury, become the property of the Lessor, and shall remain in and be surrendered with the Premises. Any such alterations, whether performed by Lessor or Lessee, must be made in a workmanlike manner and must comply with all applicable codes, ordinances, rules and regulations. Notwithstanding any other provision of this Lease Agreement, Trade Fixtures, as defined in this Lease Agreement, installed by Lessee shall, at the option of the Lessee, not become the property of the Lessor and, upon the termination of this Lease Agreement, the Lessee may remove such Trade Fixtures and return the Premises in as close to original condition as possible, reasonable

wear and tear excepted. For purposes of this Lease Agreement, a Trade Fixture is defined as personal property used by the Lessee in the conduct of its business and includes items such as, but not limited to, shelves and reception counters.

13. Default. In the event that either party shall default in the performance of any material term, covenant, or condition of this Lease Agreement, the party not in default may at its option terminate this Lease Agreement. The party alleging default must provide written notice of said default, specifying the alleged default, and the receiving party shall have fifteen (15) business days to cure or shall immediately provide written documentation that it is proceeding to cure the default in an expedited manner (e.g., working overtime, express delivery, etc.). Should Lessee be in default by surrendering occupancy of the Premises in some manner violative of the terms of the Lease Agreement, Lessor may reenter the Premises without affecting its right of recovery of accrued rent therefor; provided, however, the Lessor shall exercise due diligence to mitigate any and all future losses of rent or damages that may result due to the failure of the Lessee to occupy the Premises.

14. Sufficient Appropriation by Legislature Required. It is understood and agreed that the Lessee is a governmental entity, and this Lease Agreement shall in no way or manner be construed so as to bind or obligate the State of Idaho beyond the term of any particular appropriation of funds by the State legislature as may exist from time to time. The Lessee reserves the right to terminate this Lease Agreement if, in its judgment, the legislature of the State of Idaho fails, neglects or refuses to appropriate sufficient funds as may be required for Lessee to continue such lease payments. All future rights and liabilities of the Parties shall thereupon cease within ten (10) days after the notice to the Lessor. It is understood and agreed that the lease payments provided for in this Lease Agreement shall be paid from State legislative appropriations.

15. Assignment by Lessee - Right to Terminate Lease Agreement at Direction of Idaho Department of Administration. The parties to this Lease Agreement recognize and agree that Lessee, as an agency of the State of Idaho, is subject to the direction of the Idaho Department of Administration pursuant to Title 67, Chapter 57, Idaho Code, and, specifically, the right of that department to direct and require Lessee to remove its operations from the Premises and relocate to other facilities owned or leased by the State of Idaho. Accordingly, it is agreed that, upon the occurrence of such event, Lessee may terminate this Lease Agreement at any time after a one-year period from the date of the commencement of the Lease Agreement as determined under Paragraph 2, provided that Lessor is notified in writing ninety (90) days prior to the date such termination is to be effective. Such action on the part of the Lessee will relieve the Lessee and the State of Idaho of liability for any rental payments for periods after the specified date of termination or the actual date of surrender of the Premises, if later. Additionally, the Department of Administration, at its option, upon providing thirty (30) days' written notice to the Lessor, may relocate the Lessee and assign the space to another state agency, department or institution. The Department of Administration agrees to first secure the prior written approval of Lessor. Said approval shall not be unreasonably withheld. The provisions of the Lease Agreement will continue in full force and effect upon such assignment by the Department of Administration.

16. Right to Terminate Lease at Direction of City Council. The parties recognize and agree that Lessor is subject to certain provisions of the Idaho Code, and specifically, pursuant to Idaho Code Section 50-1401, should Lessor, through its City Council, find it necessary to use the Premises for city purposes, it is agreed that Lessor may terminate this Lease at any time after one year from the date of commencement of the Lease provided that Lessee is notified in writing one hundred eighty (180) days prior to the date such termination is to be effective. Upon such termination date, Lessor shall refund to Lessee any unexpended balance of rent credit described above.

17. Officials, Agents and Employees of Lessee Not Personally Liable. It is agreed by and between the

Parties that in no event shall any official, officer, employee or agent of the State of Idaho be in any way liable or responsible for any covenant or agreement contained in this Lease Agreement, express or implied, nor for any statement, representation or warranty made in or in any way connected with this Lease Agreement or the Premises. In particular, and without limitation of the foregoing, no full-time or part-time agent or employee of the State of Idaho shall have any personal liability or responsibility under this Lease Agreement, and the sole responsibility and liability for the performance of this Lease Agreement and all of the provisions and covenants contained in this Lease Agreement shall rest in and be vested with the State of Idaho.

18. Relation of Parties. The Parties agree and acknowledge that neither shall be considered the employer, agent, representative, or contractor of the other by reason of this Lease Agreement.

19. Notices. Any notice required to be served in accordance with the terms of this Lease Agreement shall be sent by registered or certified mail. Any notice required to be sent by the Lessee shall be sent to the Lessor's last known address at **710 E Mullan, Coeur d'Alene, ID 83816-3964**, and any notice required to be sent by the Lessor shall be sent to the address of the Premises and to the Lessee's address in Boise, i.e., **P. O. Box 700, Meridian, ID 83680-0700**. A copy of any such notice shall also be sent to the Department of Administration, Division of Public Works, Attn: Leasing Manager, Post Office Box 83720, Boise, ID 83720-0072. In the event of a change of address by either Lessor or Lessee, the Parties agree to notify each other in writing within ten (10) days of the date of any such change.

20. Insurance. The Lessor shall maintain an insurance policy (or policies) for the purpose of insuring any property and liability risks regarding the Premises. Any such policy obtained by the Lessor shall be at its sole and absolute expense, and Lessee shall have no obligation to obtain or pay for such insurance. Lessee shall provide to Lessor a letter in essence in the form attached as Exhibit "A" advising Lessor of its self-insurance status. The Lessee acknowledges that its personal property is subject to coverage in accordance with state law.

21. Termination. This Lease Agreement shall automatically terminate at the end of its term unless otherwise continued, terminated or renewed in accordance with the terms of this Lease Agreement.

22. Heirs and Assigns. The terms of this Lease Agreement shall apply to the heirs, executors, administrators, successors and assigns of both the Lessor and the Lessee in like manner as to the original parties. An assignment of this Lease Agreement by the Lessor must be approved by the prior written consent of the Lessee, which consent shall not be unreasonably withheld.

23. Nonwaiver. The failure of the Lessor or Lessee to insist upon strict performance of any of the covenants and agreements of this Lease Agreement or to exercise any option contained in this Lease Agreement shall not be construed as a waiver or relinquishment of any such covenant or agreement, but the same shall be and will remain in full force and effect unless such waiver is evidenced by the prior written consent of authorized representatives of the Lessor and Lessee.

24. Modification. This Lease Agreement may be modified in any particular only by the prior written consent of authorized representatives of the Lessor and Lessee. **Anything else contained herein notwithstanding, modifications to this Lease Agreement shall be of no force and effect until approved in writing by the Department of Administration, Division of Public Works.**

25. Renewal. This Lease Agreement may be renewed by the written consent of the Lessor and Lessee provided such consent is rendered sixty (60) days in advance of the expiration of the term of this Lease Agreement. Notice of Lessor's offer to renew shall be given by the Lessor one hundred

twenty (120) days prior to the expiration of this Lease Agreement, including any extension. Lessee will have thirty (30) days to respond to Lessor's offer. If agreement is not reached by sixty (60) days prior to the expiration of the Lease Agreement, Lessor may lease the Premises to another party. The lease terms offered to a party not affiliated with the Lessor shall not be on more favorable terms than offered to Lessee, without first giving Lessee ninety (90) days to accept or reject those new terms. Lessor may, however, lease the Premises to a City department or to an agency established by the City on more favorable terms than offered to Lessee.

26. Asbestos and Health Hazards. Lessor agrees to comply promptly with all requirements of any legally constituted public authority made necessary by any unknown or existing health hazard including, but not limited to, such hazards which may exist due to the use or suspected use of asbestos or asbestos products in the Premises. It is expressly agreed by the parties that odors emitting from the adjacent Wastewater Treatment Plant shall not constitute a health hazard requiring abatement measures. The Lessor warrants that it has inspected the Premises for health hazards, specifically for the presence of asbestos, and the inspection has not detected asbestos, or if Lessor's inspection has revealed asbestos, then Lessor warrants that it has been removed or been encapsulated in accordance with current law and regulations. In the event that asbestos or another health hazard is discovered on the Premises, the Lessor agrees to protect the Lessee and its employees and to take immediate corrective action to cure the problem. It is agreed that, in the event the Lessee is unable to continue occupancy of the Premises due to the presence of asbestos or any other health hazard, or because of any governmental, legislative, judicial or administrative act, rule, decision or regulation, the Lease Agreement may be terminated by the Lessee upon ten (10) days' written notice to the Lessor. Any asbestos abatement costs, and any other repair or renovation costs associated with asbestos or other health hazard will be at the sole expense of the Lessor. Moving costs and consequential damages will be at the expense of Lessor in an amount not to exceed $3,000.

27. Non Discrimination. The Lessor hereby agrees to provide all services funded through or affected by this Lease Agreement without discrimination on the basis of race, color, national origin, religion, sex, age, physical/mental impairment, and to comply with all relevant sections of: Title VI of the Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of 1973, as amended; The Age Discrimination Act of 1975 and to comply with pertinent amendments to these acts made during the term of this Lease Agreement. The Lessor further agrees to comply with all pertinent parts of federal rules and regulations implementing these acts. The Lessor hereby agrees to provide equal employment opportunity and take affirmative action in employment on the basis of race, color, national origin, religion, sex, age, physical/mental impairment, and covered veteran status to the extent required by: Executive Order 11246; Section 503 of the Rehabilitation Act of 1973, as amended; Section 402 of the Vietnam Era Veterans Readjustment Assistance Act of 1974 and to comply with all amendments to these acts and pertinent federal rules and regulation regarding these acts during the term of the Lease Agreement.

28. Handicap Accessibility. Any space leased by the State of Idaho will meet or exceed standards for handicap accessibility as set out in the American National Standards Institute A117-1, 1992; Americans With Disabilities Act, Public Law 101-336 and applicable regulations; Uniform Building Code Chapter 11; and federal regulations applicable to the occupying agency.

29. Executive Order 98-02. All buildings owned or maintained by any state government agency or entity, or which are constructed or renovated specifically for use or occupancy by any such agency or entity shall conform to all existing state codes, including but not restricted to, the Idaho General Safety and Health Standards Code No. 1, the Uniform Building Code, the Uniform Mechanical Code and the Uniform Fire Code. If any conflict arises between applicable codes, the more stringent code shall take precedence. Prior to construction or remodeling of such buildings, where appropriate, construction plans shall be reviewed and approved by the Division of Building Safety and the Permanent Building

Fund Advisory Council.

30. Executive Order 96-18. Executive Order 96-18 requires that long-term energy costs, including seasonal and peaking demands upon the suppliers of energy, are to be a major consideration in the construction of all state buildings and the execution of lease agreements. Special attention shall include energy conservation considerations including: (i) Chapter 53 of the Uniform Building Code; (ii) use of alternative energy sources such as solar, geothermal, and co-generation; (iii) compliance with the intent of the Environmental Protection Agency's Green Lights State Partner program; (iv) energy management systems and controls to include effective means to monitor and maintain systems at optimal operations; and (v) "state-of-the-art" systems and equipment to conserve energy economically.

31. Material Representations. The Parties agree and acknowledge that the representations and acknowledgments made in this Lease Agreement are material and the Parties have relied upon them in entering this Lease Agreement.

32. Severability. If any term or provision of this Lease Agreement is held by the courts to be illegal or in conflict with any existing law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be continued and enforced as if the invalid term or provision were not contained in this Lease Agreement.

33. Lessor's Right to Lease. The Lessor warrants that it is lawfully possessed of the Premises and has good, right and lawful authority to enter into this Lease Agreement and that the Lessor shall put the Lessee into actual possession of the Premises at the commencement of the term of this Lease Agreement and shall ensure to the Lessee the sole, peaceable, and uninterrupted use and occupancy of the Premises during the full term of this Lease Agreement and any extension.

34. Complete Statement of Terms. No other understanding, whether oral or written, whether made prior to or contemporaneously with this Lease Agreement, shall be deemed to enlarge, limit or otherwise affect the operation of this Lease Agreement.

35. Non-Smoking Designation. Lessor has designated the interior of the Harbor Center Building a non-smoking area. To this end, Lessee will prohibit its employees, guests and invitees from smoking in the premises or in the Harbor Center Building and shall further post a sign indicating the same in a conspicuous place in the Premises.

36. Signs. Lessor will provide a location for a uniform directory sign within the building. No signs may be erected or used on the Premises without the prior express written consent of Lessor. Any signs so erected or used will be done at Lessee's cost and expense.

37. Access by Lessor. The Lessor or its agent shall have access to the leased Premises at all reasonable hours in order to inspect the same, to clean or to make necessary repairs within the leased Premises or the Center, or to show the Premises to prospective tenants or purchasers of the Premises or the Center. Lessee shall provide the names, addresses and telephone numbers of the people known to have keys to the Premises to Lessor and update it as necessary. In the event of emergency, Lessor may enter the Premises at any time.

38. Quiet Enjoyment. Lessor covenants that upon payment of the rent herein provided and the performance by the Lessee of all covenants herein, Lessee shall have quiet enjoyment of the premises, except as otherwise provided for herein. Lessee covenants that Lessee shall not interfere with the quiet enjoyment of the Harbor Center by other tenants of Lessor, including tenants and others who may be employees of the City. The parties recognize that expansion of the Wastewater Treatment Plant may occur near the Premises during the term of this lease or any extended term.

Lessee agrees that should such expansion occur, any aspect of said expansion, including, but not limited to, foul odors, construction, noise or detours shall not constitute a breach of quiet enjoyment by the Lessor. Furthermore, Lessee agrees that from the time this Lease commences, foul odors may emit from the Wastewater Treatment Plant and be noticed on the Premises but that said odors shall not constitute a breach of quiet enjoyment by Lessor.

IN WITNESS WHEREOF, the Parties have executed this Lease Agreement as set forth above.

LESSOR:
CITY OF COEUR D'ALENE,
KOOTENAI COUNTY, IDAHO

By: ______________________

ATTEST:
Susan K. Weathers
City Clerk

STATE OF IDAHO)
)ss.
COUNTY OF KOOTENAI)

On this 24th day of March, ~~19~~ 2000, before me, the undersigned, a Notary Public in and for said State, personally appeared Steven A. Judy, known or identified to me to be the person whose name is subscribed to the foregoing instrument on behalf of City of Coeur d'Alene as Lessor, and acknowledged to me that he/she executed the same on behalf of the Lessor.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

MELISSA GOTTWALD
NOTARY
PUBLIC
STATE OF IDAHO

Melissa Gottwald
Commission expires on 7/22/05
Residing at Coeur d'Alene ID

1739109

LESSEE:

STATE OF IDAHO)
)ss.
COUNTY OF ADA)

On this 30th day of March, ~~19~~ 2000, before me, the undersigned, a Notary Public in and for said State, personally appeared E. D. Strickfaden, known or identified to me to be the person whose name is subscribed to the foregoing instrument on behalf of Idaho Department of Law Enforcement as Lessee, and acknowledged to me that he/she executed the same on behalf of the Lessee.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

E. LARAINE McCOY NOTARY PUBLIC STATE OF IDAHO

E. Laraine McCoy
Commission expires on 2/10/05
Residing at Boise, Idaho

APPROVED BY:

Linda S. Wildhagen
Leasing Manager
Division of Public Works
Department of Administration

3/31/2000
Date

1739109

EXHIBIT D

STATE BOARD OF EXAMINERS
Request for Recognition of Assignment

"Assignor" as used herein is: City of Coeur d'Alene
Address: 710 East Mullan
Coeur d'Alene, Idaho 83816
"Assignee" as used herein is: Regents of the University of Idaho
Vice President for Finance and Administration
PO Box 443162
Address: **Moscow, Idaho 83844-3162**

"Board" as used herein is the State Board of Examiners, State of Idaho.

"Controller" as used herein is the Idaho State Controller and Secretary to the Board.

WHEREAS, the State of Idaho is or may be obligated to make payments to Assignor pursuant to its contractual or other obligations, more particularly described as follows:

Real property leases regarding the STATE OF IDAHO, by and through the Idaho State Police as "Lessee" and Lessee's occupancy of 1000 West Hubbard Street, Suites 220 and 240, Coeur d'Alene, Idaho

WHEREAS, the Assignor has agreed with Assignee to assign all rights of payment for the above obligations to Assignee as reflected by the attached Agreement; and

NOW THEREFORE, pursuant to I.C. Sec. 67-1027, Assignee requests the Board to specially approve assignment of the above obligations on the conditions below:

(1) Assignee agrees that its rights shall be subordinate to any claims the State of Idaho or any of its agencies or instrumentalities have or may have against Assignor now or in the future. These claims include, but are not limited to, contracts, tort claims, taxes, fines or penalties of any sort.

(2) If the State receives more than one claim against the amounts owed to Assignor, Assignee shall pay the State the total cost of evaluating such claims. These costs include, but are not limited to reasonable attorney's fees for the evaluation of the conflicting claims and any expenses necessary for such evaluation, including but not limited to, photocopying, transcript costs or any travel costs as necessary. It is intended that the State of Idaho be made whole in the event that there is any dispute over the sums involved.

(3) As to any payments made by the State to Assignee on the above referenced obligations, Assignee agrees to defend, indemnify and hold harmless the State of

Idaho for any claims made against the State resulting from such payments to Assignee. It is intended that the State of Idaho be made whole in any dispute involving payments made to Assignee.

The undersigned certifies that he/she is duly authorized by Assignee to execute this Agreement.

DATED this ________ day of __________________, 2002.

ASSIGNEE	ASSIGNOR
______________________	______________________
Signature	Signature
Name: ______________________	Name: ______________________
Title: ______________________	Title: ______________________

STATE OF __________________)
: ss.
COUNTY OF ________________)

On this ____ day of ____________________, 2002, before me, the undersigned, a Notary Public in and for said State, personally appeared ______________________, known to me to be the ASSIGNEE whose name is subscribed to the within and foregoing instrument, and acknowledged to me that he/she executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

____
Notary Public for ________________
Residing at ____________________
My commission expires ___________

(SEAL)

STATE OF __________________)
: ss.
COUNTY OF ________________)

On this ____ day of ____________________, 2002, before me, the undersigned, a Notary Public in and for said State, personally appeared ______________________, known to me to be the ASSIGNOR whose name is subscribed to the within and foregoing instrument, and acknowledged to me that he/she executed the same.

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UNIVERSITY OF IDAHO

SUBJECT

Purchase of Mass Spectrometer

APPLICABLE STATUTE, RULE, OR POLICY

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

BACKGROUND/DISCUSSION

The University of Idaho seeks to acquire a specific Thermal Ionization Mass Spectrometer (TIMS) to strengthen collaborative inter-University programs in isotope geochemistry. The proposed Phoenix TIMS produced by Isotopx is the only TIMS available with an axial Daly collector, producing the best available linear dynamic range which is crucial for measurements of low-abundance isotopes. No other vendor offers a TIMS with a Daly collector and other TIMS designs do not meet the standards required for the University's research.

IMPACT

Total purchase price is $633,127.00. Funds for the purchase come from an NSF Major Research Instrumentation Grant ($561,207.00) with matching University funds ($71,920.00).

ATTACHMENTS

Attachment 1 – Vendor Quote Page 3

STAFF COMMENTS AND RECOMMENDATIONS

Staff recommends approval.

BOARD ACTION

I move to approve the request by the University of Idaho for the purchase of a mass spectrometer for a purchase price of $633,127.00 pursuant to the vendor quote attached to the materials presented to the Board.

Moved by __________ Seconded by __________ Carried Yes _____ No _____

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Phoenix Quotation

Quote	1296R7
Date	1-30-13
Page	Page 1 of 4

Isotopx

Excellence in mass spectrometry

QUOTATION FOR	FROM
Dr. Brian Kennedy	Laurie Lee Lischer
University of Idaho	Office Manager
Department of Fish and Wildlife Resources	Cell 508-216-4018
PO Box 441136	Phone 508-337-TIMS (8467)
Moscow ID 83844-1136	Fax 508-337-8469
	Email: laurie.lischer@Isotopx.com

Qty	Number	Description	Item Price USD	Total USD
1	**Phoenix Base System**	**Phoenix Thermal Ionization Mass Spectrometer.** +/- ion operation. Ion source with 700l/s ceramic bearing turbomolecular pump with scroll backing pump. 9 motorized Faraday Collectors. Includes one 20 sample magazine. PC loaded with IonVantage and Microsoft Office. Two 21" TFT colour monitors. Colour laser printer.	$ 515,300	$ 515,300
1	M583322CC3	Pyrometer	$ 15,200	$ 15,200
1	6062500	Air Compressor	$ 1,000	$ 1,000
		Selected Spares		
1	M699016DD1	Spare 6 litre liquid nitrogen Cold Trap	$ 3,040	$ 3,040
1	M524168DC1	Spare Collimator	$ 8,640	$ 8,640
2	M524167BC1	Spare collimator entrance slit 0.7mm	$ 128	$ 256
1	M611002CC2	Spare 20 sample turret with 20 bead blocks	$ 7,680	$ 7,680
1	M247846BD1	Bead Block Exit Slits (1000)	$ 1,440	$ 1,440
1	M699302AC1	Spares kit including extended consumables	$ 3,520	$ 3,520
		Accessories		
1	Daly	Axial ion counting Daly detector behind Faraday collector array with 10 year warranty	Included	Included
1	T4003231	Sample Loader provides controlled current to filament when loading sample	$ 4,640	$ 4,640
1	M699230DC1	DG20. PC controlled degas bench to process 20 filaments simultaneously (240V 50Hz only. Requires 1785145 for USA). Includes laptop/tablet control PC.	$ 44,000	$ 44,000
1	DG20AUTO	PC Control option for DG20, Includes laptop PC	$ 1,600	$ 1,600
1	1785145	USA compatible transformer (for DG20 Degas Bench)	$ 2,400	$ 2,400
1	T1040215	Spot Welder (110V 60Hz)	$ 6,400	$ 6,400
1	1785145	USA compatible transformer (for Phoenix)	$ 2,400	$ 2,400

Isotopx Inc.
5533 Clark Road
Conesus NY 14435

Tel: 508-337-TIMS (8467)
Fax: 508-337-TIMZ (8469)

info@isotopx.com
www.isotopx.com

Phoenix Quotation

Quote	1296R7
Date	1-30-13
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Isotopx

Excellence in mass spectrometry

Qty	Number	Description	Item Price USD	Total USD
		Filaments		
30	T3008829	Box of 25 blank filaments - centre	$ 133	$ 3,984
15	T3008827	Box of 25 blank filaments - inner	$ 133	$ 1,992
15	T3008828	Box of 25 blank filaments - outer	$ 128	$ 1,920
50	T1040141	Rhenium Ribbon (price per metre, minimum order quantity 5 metres)	$ 80	$ 4,000
6	T4002583	Box of 25 Rhenium filaments - centre	$ 307	$ 1,843
3	T4002581	Box of 25 Rhenium filaments - inner	$ 312	$ 936
3	T4002582	Box of 25 Rhenium filaments - outer	$ 312	$ 936
		Training		
1	TRAINING	Training, On Site. Basic training performed by installation engineer immediately following sign-off (2 days max)	Included	Included
1	TRAINING2	Extended training immediately following sign-off by the installation engineer. Additional 3 days	Included	Included
		Warranty		
1	WARRANTY	Warranty for two year parts and labor excludes preventative visit.	Included	Included
		Shipping and Installation		
1	FREIGHT	Shipping and Handling to U ID loading dock **DELIVERY TWO MONTHS ARO for order placed by 1-31-13**	Included	Included
1	INSTALL	Installation and Acceptance of Phoenix system and accessories. 4 to 6 weeks duration to standard published instrument specifications on user prepared site. Site Checklist must be returned prior to installation.	Included	Included
		TOTAL DISCOUNTED SYSTEM PRICE		**$ 633,127**

		****Service Contract Options commence after 2 yr warranty PM visit concurrent with Boise State University**	Price	Discounted Price
1	PM3	Silver Plus Maintenance for one year (year 3)	$ 12,500	$ 7,000
1	PM4	Silver Plus Maintenance for two years (years 3 and 4)	$ 25,000	$ 14,000
1	PM5	Silver Plus Maintenance for three years (years 3, 4 and 5)	$ 37,500	$ 21,000
1	PM6	Silver Plus Maintenance for four years (years 3, 4, 5 and 6)	$ 50,000	$ 28,000
1	PM7	Silver Plus Maintenance for five years (years 3, 4, 5, 6 and 7)	$ 62,500	$ 35,000
1	PM8	Silver Plus Maintenance for six years (years 3, 4, 5,6, 7 and 8)	$ 75,000	$ 42,000

**SILVER PLUS MAINTENANCE SERVICE AGREEMENT provides Bronze coverage (phone and e-mail technical support for one year) plus one annual preventative maintenance visit that includes a thorough checkup. All factory recommended preventative maintenance will be performed. Duration of this visit is estimated at three-five days. All

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Phoenix Quotation

Isotopx

Excellence in mass spectrometry

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costs associated with the preventative maintenance visit are included. System bake out is included. All costs (labor, travel, expenses) associated with the preventative maintenance visit are included. Remote diagnostics is included if available. Customer to provide any needed hardware or Internet access. **PM and other Parts are not included.** Instrument is expected to be operational prior to visit. In order to receive this discounted rate, the visit must be performed concurrently with Boise State University service visit. It must be scheduled at least 21 days in advance at a mutually agreeable time. Should additional repair time be necessary during the PM visit, it may be purchased at a discounted rate of $175/hour for travel and labor and expenses at actual rates. Any separate emergency service visit will be billed at actual per call rates and expenses. Funds can roll over to the following year provided the Maintenance visit and any technical support are not used in the previous year.

Service and spares pricing are only valid if ordered and paid for as part of an instrument package

Terms

Payment Prices are end user. Payment terms of 40% upon receipt of order, 50% upon shipment, balance on installation and acceptance of standard specifications, on receipt from Invoice date. Import duty and customs fees and sales tax not included.

Shipping Exworks from Middlewich UK to customer loading dock. Price is estimated and excludes customs fees, duty fees, and clearance charges.

Delivery **Two months** from acceptance of order or sooner depending on configuration subject to completion and approval of European export regulations. A signed EUU (End User Undertaking) is required 30 days from receipt of order.

Validity Quotation is valid to January 31,2013

Training The engineer will provide basic instruction for the operator during installation which covers operation and maintenance of the instrument. Additional training courses are available

Installation: Installation to specifications on user prepared site. The Site Checklist from the **Phoenix Site Planning Guide** must be returned prior to shipment. All necessary services must be in place prior to shipment and installation. Installation will commence immediately after delivery for a duration of 4-6 weeks on standard configuration and specifications. Installation may take longer depending on complexity of configuration and non-standard specifications. Installation by non-US citizens.

Warranty: 24 months warranty on parts and labor from installation for new instruments unless otherwise quoted. A delay of more than 60 days between delivery and installation through no fault of Isotopx will affect warranty on original equipment manufacturer parts (such as rotary pumps, turbo pumps). All instruments are backed by a 10 year warranty for Faraday and Daly.

Notes: Isotopx retains the right to substitute any item with one of equal or greater performance without notice. Prices of options and accessories are valid only if ordered at the same time as the basic instrument

Isotopx Inc.
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Conesus NY 14435

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Fax: 508-337-TIMZ (8469)

info@isotopx.com
www.isotopx.com

Phoenix Quotation

Quote	1296R7
Date	1-30-13
Page	Page 4 of 4

Isotopx

Excellence in mass spectrometry

Please see our website, www.isotopx.com, for detailed information on our warranty, service and general terms and conditions as part of this quotation.

Contact and Company Information

- **Correspondence/Orders/Remit to**
  Laurie Lischer
  Isotopx Inc
  5533 Clark Road
  Conesus NY 14435 USA
  Phone 508-337-TIMS (8467)
  Fax 508-337-8469
  Email: laurie.lischer@Isotopx.com

- **Manufacturing**
  Isotopx Limited
  Unit 1A Millbrook Court
  Midpoint 18 Aston Way
  Middlewich, Cheshire
  CW10 0GE, UK
  Phone 44-1606-839-810
  Fax 44-1606-839-811

- **Company Information**
  EIN: 26-2019837
  DUNS: 809623155
  NAICS: 334516
  Cage Code: 50HJ0
  SBA Type: Small

- **Bank/Wire Details**
  Bank: Citizens Bank
  Address: 1 Citizens Drive
  Riverside RI 02915
  Bank ABA: 211070175
  Account # 1311727008
  Bank Phone 800 922 9999

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5533 Clark Road
Conesus NY 14435

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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 of program discontinuations to include “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 December 2012 and March 2013 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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Academic Programs

Approved by Executive Director
December 2012 and March 2013

Boise State University

- Discontinued Bachelor of Arts in Geoarcheology
- Discontinued Master of Music, Pedagogy
- Discontinued BBA in Information Technology Management, discontinue Networking Emphasis and Development Emphasis

Other Non-substantive Changes (does not require approval but is required to notify OSBE per policy III.G.)

Changed the names of existing baccalaureate degrees in Engineering as follows:

- Bachelor of Science, Civil Engineering in Civil Engineering to Bachelor of Science in Civil Engineering
- Bachelor of Science, Mechanical Engineering in Mechanical Engineering to Bachelor of Science in Mechanical Engineering
- Bachelor of Science, Electrical Engineering in Electrical Engineering to Bachelor of Science in Electrical Engineering
- Bachelor of Science, Construction Management in Construction Management to Bachelor of Science in Construction Management
- Bachelor of Science, Materials Science & Engineering in Materials Science & Engineering to Bachelor of Science in Materials Science & Engineering

Changed the names of existing Department of Instructional and Performance Technology to include existing graduate program and certificate as follows. BSU also made a change to catalog to delete the residency requirement for the master's degree thesis option as the entire program will be offered entirely online effective Fall 2013.

- Department of Instructional and Performance Technology to Department of Organizational Performance and Workplace Learning
- Graduate Certificate in Human Performance Technology to Graduate Certificate in Workplace Performance Improvement
- Master of Science in Instructional and Performance Technology to Master of Science in Organizational Performance and Workplace Learning

Idaho State University

Discontinued/Consolidated Minor in Dance w/Dance Education Emphasis

Other Non-substantive Changes (does not require approval but is required to notify OSBE per policy III.G.)

Changed the name of existing programs and departments as follows:

- Master of Training and Development to Master of Organizational Learning and Performance
- Bachelor of Science in Human Resource Training and Development to Bachelor of Science in Workplace Training and Leadership.

- Department of Human Resource Training and Development to the Department of Organizational Learning and Performance

University of Idaho

Confucius Institute (partnership between the University of Idaho (UI) and the Confucius Institute Headquarters of China (the Headquarters), to offer four new Chinese language courses on UI's main campus. Any future growth outside the four Chinese language courses will come through the regular UI and Board review and approval processes.

Professional - Technical Education Programs

Approved by Executive Director

Program Activity	Institution
Discontinued Graphic Design for Print option offered under the Digital Media program. Changed the curriculum for the Technical Certificate and AAS degree offered under the program.	**CSI**
Changed curriculum for the AAS degree offered in the Business Management & Entrepreneurship option of the Business Management & Entrepreneurship program. Request included approval of new Technical Certificate.	**CSI**
Expanded Associate of Applied Science in Medical Administrative Support.	**CWI**
Expanded Associate of Applied Science degrees in Energy System Instrumentation and Controls Engineering Technology, Energy Systems Electrical Engineering Technology, Instrumentation and Automation Engineering Technology, and Nuclear Operations Technology to include a Technical Certificate in Energy Systems Technology.	**ISU**

EASTERN IDAHO TECHNICAL COLLEGE

SUBJECT
Approval to Discontinue the Radiation Safety Program

APPLICABLE STATUTE, RULE, OR POLICY
Idaho State Board of Education Governing Policies & Procedures, Section III.G.8. and IDAPA 55.01.02 - Section 101.01, Inadequate Job Opportunities

BACKGROUND/DISCUSSION
Eastern Idaho Technical College proposes to discontinue the Radiation Safety Program due to diminishing job placement opportunities for graduates. The last cohort of students was admitted in fall 2012 and the final term will be completed at the end of summer term July 2013. There will be no continuing students at the conclusion of the summer term in 2013.

IMPACT
One FTE faculty position will be impacted by the discontinuance of this program. Salary and budget savings associated with this program discontinuation total $68,000. This funding will be reallocated to enhance other existing programs or to develop a new program. Capital equipment accumulated over time for this program will continue to be utilized by the College's Environmental Safety & Health Program.

ATTACHMENTS
Attachment 1 – Proposal Page 3

STAFF COMMENTS AND RECOMMENDATIONS
The Division of Professional-Technical Education has reviewed the request and recommends State Board approval.

BOARD ACTION
I move to approve the request from Eastern Idaho Technical College to terminate the Radiation Safety Program as presented.

Moved by __________ Seconded by __________ Carried Yes _____ No _____

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Idaho Professional-Technical Education

Idaho Division of Professional-Technical Education
650 West State Street, P.O. Box 83720, Boise, Idaho 83720-0095
Phone (208) 334-3216, Fax (208) 334-2365
http://www.pte.idaho.gov

MEMORANDUM

March 8, 2013

TO: Mike Rush
Executive Director
State Board of Education

FROM Todd Schwarz Todd Schwarz
Administrator

SUBJECT: Program Proposal

In accordance with State Board policy, the enclosed Program Proposal is forwarded for approval by the State Board for Professional-Technical Education.

Eastern Idaho Technical College has requested to discontinue the **Radiation Safety** program due to diminishing job placement opportunities for graduates. The Division has reviewed and approved the request and recommends State Board approval. Please notify the Division office of State Board action when completed.

If you have any questions regarding the enclosed request, please let me know. Thank you.

TS/ds

Enclosure

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FEB 1 1
OFFICE OF THE STATE BOARD

Idaho State Board of Education

Proposal for Other Academic Program Activity and Professional-Technical Education

	01-17-13
Institution Submitting Proposal:	Eastern Idaho Technical College
Name of College, School, or Division:	
Name of Department(s) or Area(s):	Workforce Training

Program Identification for Proposed New, Modified, or Discontinued Program:

Title:	Radiation Safety			
Degree:	Technical Certificate			
Method of Delivery:	Classroom, laboratory, supervised work experience			
CIP code (consult IR /Registrar)	41.0299			
Proposed Starting Date:	Fall 2013			
Indicate if the program is:	X	Regional Responsibility		Statewide Responsibility

Indicate whether this request is either of the following:

- [ ] New Program (minor/option/emphasis or certificate)
- [ ] New Off-Campus Instructional Program
- [ ] New Instructional/Research Unit
- [ ] Contract Program/Collaborative
- [X] Discontinuance of an Existing Program/Option
- [ ] Consolidation of an Existing Program
- [ ] Expansion of an Existing Program
- [ ] Other

Kenneth Erickson	1/17/13		
College Dean (Institution)	Date	Vice President for Research **(as applicable)**	Date
		Todd Schwarz	3.11.13
Graduate Dean **(as applicable)**	Date	State Administrator, SDPTE **(as applicable)**	Date
[signature]	1/28/2013		
Chief Fiscal Officer (Institution)	Date	Academic Affairs Program Manager	Date
[signature]	1/28/13		
Chief Academic Officer (Institution)	Date	Chief Academic Officer, OSBE	Date
Steve Albiston	1-28-13		
President	Date	SBOE/OSBE Approval	Date

March 16, 2012
Page 1

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 discontinuation. All questions must be answered.

1. **Describe the nature of the request.** Will this program/option 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 program, provide the rationale for the discontinuance. Indicate the year and semester in which the last cohort of students was admitted and the final term the college will offer the program. Describe the teach-out plans for continuing students.*

   This program will not be related or tied to other programs at EITC. This program is being discontinued due to diminishing job placement opportunities for graduates. The last cohort of students was admitted in the fall semester of 2012 and the final term will be completed at the end of the summer term in July 2013. There will be no continuing students at the conclusion of the summer term in 2013.

   According to Economic Modeling Specialists, International, there are currently 96 positions in the state for graduates of this program and no current job openings. There were four job openings in the state in 2011 and it is anticipated that job growth will decrease by 5%.

2. **List the objectives of the program.** The objectives should address specific needs (industry) the program will meet. They should also identify the expected student learning outcomes and achievements. *This question is not applicable to requests for discontinuance.*

   n/a

3. **Briefly describe how the institution will ensure the quality of the program** (i.e., program review). Will the program require specialized accreditation (it is not necessary to address regional 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.*

   n/a

4. **List new courses that will be added to curriculum specific for this program.** Indicate number, title, and credit hour value for each course. Please include course descriptions for new and/or changes to courses. ***Attach a Scope and Sequence, SDPTE Form Attachment B, for professional-technical education requests.*** *This question is not applicable to requests for discontinuance.*

   n/a

5. **Please provide the program completion requirements and attach to this proposal as Appendix A.** *This question is not applicable to requests for discontinuance.* n/a

Credit hours required in major:	
Credit hours required in minor:	
Credit hours in institutional general education or core curriculum:	
Credit hours in required electives:	
Total credit hours required for completion:	

6. **Identify similar programs offered within Idaho or in the region by other colleges/universities.** If the proposed request is similar to another state program, provide a rationale for the duplication. Institutions do not need to complete this section for PTE programs. *This question is not applicable to requests for discontinuance.* n/a

Degrees/Certificates offered by school/college or program(s) within disciplinary area under review

Institution and Degree name	Level	Specializations within the discipline (to reflect a national perspective)	Specializations offered within the degree at the institution
BSU			
CSI			
CWI			
EITC			
ISU			
LCSC			
NIC			
UI			

7. **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.*

   n/a

8. **Enrollment and Graduates.** 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 number of graduates and graduation rates.

   Discontinuations. Using the chart below include part-time and full-time (i.e., number of majors or other relevant data) by institution for the proposed discontinuation, last three years beginning with the current year and previous two years. Indicate how many students are currently enrolled in the program for the previous two years to include number of graduates and graduation rates.

Institution	Relevant Enrollment Data			Number of Graduates			Graduate Rate
	Current	Year 1 Previous	Year 2 Previous	Current	Year 1 Previous	Year 2 Previous	
BSU							
CSI							
CWI							
EITC	11	22	29	11	19	24	87%
ISU							
LCSC							

NIC							
UI							

9. **Will this program reduce enrollments in other programs at your institution?** If so, please explain.

   Yes. Discontinuance of this program will reduce student numbers in general education classes such as ENG 101 English Composition, MAT 1 8 Intermediate Algebra, and PSY 101 Introduction to Psychology.

10. **Provide verification of state workforce needs such as job titles requiring this degree.** Include State and National Department of Labor research on employment potential. *This question is not applicable to requests for discontinuance.* n/a

    Using the chart below, 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. Data should be derived from a source that can be validated and must be no more than two years old. T*his question is not applicable to requests for discontinuance*.

	Year 1	Year 2	Year 3	Total
Region				
State				
Nation				

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.**

b. Describe how the proposed change will act to stimulate the state economy by advancing the field, providing research results, etc.

c. Is the program primarily intended to meet needs other than employment needs, if so, please provide a brief rationale.

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.*

    n/a

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.*

    n/a

13. **Describe how this request fits with the institution's vision and/or strategic plan**. *This question is not applicable to requests for discontinuance.* n/a

Goals of Institution Strategic Mission	Proposed Program Plans to Achieve the Goal

14. Is the proposed program in your institution's Five-Year plan? Indicate below. *This question is not applicable to requests for discontinuance.* n/a

Yes ____ No _____

If not on your institution's Five-Year plan, provide a justification for adding the program.

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). *For request to discontinue program, how will continuing students be advised of impending changes and consulted about options or alternatives for attaining their educational goals?*

There will not be continuing students from this program.

16. Program Resource Requirements. Using the ***Excel spreadsheet*** provided by the Office of the State Board of Education, provide a realistic estimate of costs needed for the overall program. This should only include the additional costs that will be incurred and not current costs. Include both the reallocation of existing resources and anticipated or requested new resources. Second and third year estimates should be in constant dollars. 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).

One FTE faculty position will be impacted by the discontinuance of this program. Salary and budget savings associated with this program total $68,000. This funding will be reallocated to grow an existing program or develop a new program. At present, a decision as to how these funds will be reallocated has not been made. Capital equipment which has been accumulated for this program will continue to be utilized by the College's Environmental Safety & Health Program which is a qualifications-driven program focused on the areas of radiation safety, respirator, and industrial safety. This program is geared to employees at the Idaho National Laboratory (INL) and delivered both on campus and at the INL.

Program Resource Requirements. Provide a realistic estimate of costs needed for the overall program. This should only include the additional costs that will be incurred and not current costs. Include both the reallocation of existing resources and anticipated or requested new resources. Second and third year estimates should be in constant dollars. 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).

A. REVENUE

	FY 2013		FY 2014		FY		Cumulative Total	
	On-going	One-time	On-going	One-time	On-going	One-time	On-going	One-time
1. Appropriated (Reallocation)	$68,000.00		-$68,000.00				$0.00	$0.00
2. Appropriated (New)							$0.00	$0.00
3. Federal							$0.00	$0.00
4. Tuition							$0.00	$0.00
5. Student Fees							$0.00	$0.00
6. Other (Specify)							$0.00	$0.00
Total Revenue	$68,000.00	$0.00	-$68,000.00	$0.00	$0.00	$0.00	$0.00	$0.00

B. EXPENDITURES

	FY 2013		FY 2014		FY		Cumulative Total	
	On-going	One-time	On-going	One-time	On-going	One-time	On-going	One-time
1. Personnel	$67,400.00		-$67,400.00				$0.00	$0.00
2. Operating	$600.00		-$600.00				$0.00	$0.00
3. Equipment							$0.00	$0.00
4. Facilities							$0.00	$0.00
5. Other (Specify)							$0.00	$0.00
Total Expenditures	$68,000.00	$0.00	-$68,000.00	$0.00	$0.00	$0.00	$0.00	$0.00
Net Income (Deficit)	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00		$0.00

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.

SUBJECT

Higher Education Research Council Appointments

REFERENCE

August 2010	Board appointed Michael J. Scott and Haven Baker to the Higher Education Research Council for three (3) year terms.
December 2011	Board appointed Peter Midgley to the Higher Education Research Council for a three (3) year term.

APPLICABLE STATUTE, RULE, OR POLICY

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

BACKGROUND/DISCUSSION

The Higher Education Research Council (HERC) is responsible for implementing the Board's research policy and provides guidance to Idaho's four-year public institutions for a statewide collaborative effort to accomplish goals and objectives set forth in Policy. HERC also provides direction for and oversees the use of research funding provided by the Legislature to promote research activities that will have a beneficial effect on the quality of education and the economy of the State. HERC's annual budget has averaged approximately $1.4 million over the past ten years.

HERC consists of the Vice Presidents of Research from Boise State University, Idaho State University, and the University of Idaho and a representative of Lewis-Clark State College; a representative of the Idaho National Laboratory; and three (3) non-institutional representatives, with consideration of geographic, private industry involvement and other representation characteristics. Terms are for three years

Michael Scott has taken a position with a company based in Virginia creating a vacancy on the Council. At this time HERC is submitting Bill Canon's name to fill the vacant non-institutional representative position.

Bill Canon is currently employed with VIS - Valmark Interface Solutions. VIS is an industry-leading, global design and manufacturer of advanced, innovative user interface products and devices. Based out of Livermore, California and with manufacturing facilities in Monterrey, Mexico, VIS is an operating unit of Kinetek, a US-based manufacturer of custom engineered control, motor and drive system solutions. In late 2012, the Kinetek group of companies became part of the Nidec Group, a $9 billion manufacturer of electric motors and related electronic components. Bill's current role is as Director of Strategic Business Development, with specific interest in growing his company's high-tech user interface products in the global arena - primarily in the med-tech, industrial, and electronics markets. Bill's expertise and extensive experience in the user interface industry, at both the professional and executive levels, include strategy creation, operations, design engineering, program and project management, and large-scale applications engineering sales support.

Bill earned his electronics engineering degree from DeVry Institute of Technology in Phoenix, Arizona, where he later spent 10 years as a customer service engineer for a leading national computer maintenance organization. Bill went on to earn his MBA from Boise State University, joining PKG in Meridian, Idaho in 1996. After 15 successful years with PKG, Bill moved on to greater challenges and opportunities by joining VIS in 2012 and is currently enjoying the challenges of helping a high-tech organization grow in today's complex marketplace. Working and living in Idaho, Bill stays connected in our community through his involvement with Vistage International, The CORE, Idaho Technology Council, and St. Luke's Advisory Council. A self-described soccer dad, Bill's favorite activities are spent with his family and friends in the great Idaho outdoors hunting, fishing, camping, and dirt-biking.

ATTACHMENTS

Attachment 2 – HERC Membership Page 3

STAFF COMMENTS AND RECOMMENDATIONS

Members of the council solicited names for the position and is forwarding Bill Canon's name to the Board for consideration. Mr. Canon would serve a three year term effective immediately. Staff recommends approval.

BOARD ACTION

I move to appoint Bill Canon to the Higher Education Research Council for a three-year term, effective immediately, expiring June 30, 2016.

Moved by___________ Seconded by___________ Carried Yes_____ No_____

HIGHER EDUCATION RESEARCH COUNCIL

Dr. John K. "Jack" McIver, HERC Chairman Vice President for Research & Economic Development University of Idaho	**Dr. Haven Baker, HERC Vice Chair (8/10-8/13)** Vice President of New Market Initiatives
Dr. David J. Hill Deputy Lab Director for Science & Technology Idaho National Laboratory	**Dr. Howard Grimes** Vice President for Research & Economic Development Idaho State University
Dr. Carmen Simone Provost & Vice President of Academic Affairs Lewis-Clark State College	**Dr. Mark Rudin** Vice President for Research & Economic Development Boise State University
Vacant Non-institutional Partner	**Peter Midgley (12/11-12/14)** Patents, Intellectual Property Litigation & Appeals Lawyer Parsons, Behle & Latimer
	Board Staff Support Tracie Bent Chief Planning & Policy Officer Tracie.Bent@osbe.idaho.gov Phone : 332-1582 Helen Pline Administrative Assistant II Helen.Pline@osbe.idaho.gov Phone : 332-1567

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UNIVERSITY OF IDAHO

SUBJECT

Request to name the proposed Classroom/Office facility for the Pitkin Nursery, Moscow.

APPLICABLE STATUTE, RULE, OR POLICY

Idaho State Board of Education Governing Policies & Procedures, Section I.K.1.b.

BACKGROUND/ DISCUSSION

The University's College of Natural Resources operates a teaching and outreach program for the University's Center for Forest Nursery and Seedling Research at the University's Franklin H. Pitkin Forest Nursery, located just east of Moscow. The program currently operates in a single-wide trailer dating from the 1970's. This temporary structure does not meet current programming needs for classroom and office space at the site. The University has undertaken a feasibility study regarding the potential to replace the temporary structure with a permanent facility to better meet the teaching and outreach needs. The new structure is envisioned to provide 2,150 square feet, and to be constructed of materials highlighting the Idaho forest products industry. The proposed capital project is currently estimated at $565,000. Project funding is through a combination of private and forest product industry donations, along with local University funding. The Executive Director's authorization for the project was granted on February 5, 2013.

As part of the fundraising efforts, we recently received a gift in the amount of $225,000 for this facility with the request from the donor that the facility be named after Thomas L. and Teita Reveley. Throughout Tom's career, he and his wife Teita have maintained a strong and close relationship with the University of Idaho. This naming recommendation is made in recognition of the achievements of Tom and Teita and for their unwavering service, advocacy, leadership, and financial support of the University of Idaho. Tom has served on the Advisory Board for the College of Natural Resources, is a current member of the Lionel Hampton Jazz Festival Advisory Board, and a director for the University of Idaho Foundation, Inc. Tom and Teita have provided substantial financial support of the University of Idaho including leadership gifts in support of the President, Dean of the College of Natural Resources, Thomas L. and Teita Reveley Scholarship Endowment, the Geospatial Education and Research Complex, and the Adjudicated Student Performance Endowment – Lionel Hampton Jazz Festival.

The building is expected to be constructed and ready for occupancy by fall 2013.

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).

IMPACT

There is no fiscal impact in the naming of this facility.

STAFF COMMENTS AND RECOMMENDATIONS

Board policy I.K. Naming/Memorializing Buildings and Facilities specifies that when naming a building or facility for other than a former employee the Board will consider the distinguished contributions made by the individual to the institution and that when naming in recognition of a gift that no commitment for naming can be given to the prospective donor prior to Board approval and that the Board will also consider the following factors:

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.

The University's request is compliant with Board policy. Staff recommends approval.

BOARD ACTION

I move to approve the request by the University of Idaho to name the proposed classroom and office facility to be constructed for the Center for Forest Nursery and Seedling Research at the Franklin H. Pitkin Forest Nursery, "<u>The Tom and Teita Reveley Classroom Facility.</u>"

Moved by __________ Seconded by __________ Carried Yes _____ No _____

BOISE STATE UNIVERSITY

SUBJECT

Naming of the grass field northeast of the Student Union Building

REFERENCE

December 2011	Board approved request to begin construction of Phase I to the football complex

APPLICABLE STATUTE, RULE, OR POLICY

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

BACKGROUND/DISCUSSION

In December 2011 the Board approved the construction of Phase I of the Bronco Stadium Football complex. The addition of the new football complex has eliminated the grass field that previously existed north of the stadium. Student Affairs and Athletics have entered into an agreement for dual use of the intramural grass field northeast of the Student Union Building. The partnership provides Athletics the use of the grass field during fall training. When not in use by Athletics, the field will be available to Campus Recreation for student club sports and other student oriented activities.

Athletics has received a donation that will fund all costs associated with necessary improvements to the field. Though not required as a condition to the gift, the University would like to honor this generous donation by naming the field "DeChevrieux Field."

The donors are native to Idaho and their son is a Boise State graduate. The proposed name has been approved by the University's Naming Committee.

IMPACT

Naming the practice field "DeChevrieux Field" reflects the University's appreciation for the DeChevrieux's generous donation to fund field improvements.

STAFF COMMENTS AND RECOMMENDATIONS

Board policy I.K. Naming/Memorializing Buildings and Facilities specifies that when naming a building, facility or open space for other than a former employee the Board will consider the distinguished contributions made by the individual to the institution and that when naming in recognition of a gift that no commitment for naming can be given to the prospective donor prior to Board approval and that the Board will also consider the following factors:

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.

The University's request is compliant with Board policy. Staff recommends approval.

BOARD ACTION

I move to approve Boise State University's request to name the grass practice field the "DeChevrieux Field" in honor of a gift designated for field improvements.

Moved by _________ Seconded by _________ Carried Yes _____ No ____

LEWIS-CLARK STATE COLLEGE

SUBJECT

Lewis-Clark State College (LCSC) requests Board approval for naming a facility.

APPLICABLE STATUTE, RULE, OR POLICY

Office of the State Board of Education Policy Section I.K.1

BACKGROUND/DISCUSSION

Prior approval of the State Board is required for the naming or memorializing of a facility for other than functional use. A major upgrade (funded primarily through the Idaho Permanent Building Fund) of LCSC's facility heretofore known as the "Fine Arts/Old Science Building" was substantially completed in March 2013. The facility will contain general purpose classrooms and will contain the main offices of the LCSC Business Division. The College proposes renaming the re-purposed facility "Thomas Jefferson Hall" in light of that president's many contributions to the history of our region, *inter alia*, his leadership role in the Louisiana Purchase, his commissioning of the Lewis and Clark Expedition, and his role in opening the western region of the United States. Recognition of our third president is also fitting in the context of the names of other major facilities at LCSC which honor members of the Lewis and Clark "Corps of Discovery," e.g., Meriwether Lewis Hall, Clark Hall, and most recently, Sacajawea Hall. Jefferson's other singular contributions as a founding father, including his role in writing the Declaration of Independence and his impact as a statesman, educator, and entrepreneur make him a worthy namesake for this lovely, renovated facility which dates back to the early days of our College and our state.

IMPACT

Renaming the former "Fine Arts/Old Science Building" as "Thomas Jefferson Hall" will have no adverse economic impact on the College, the community, or the State. Potential donors will be free (and some have already expressed interest) to contribute to programs and projects which would further enhance the Business Division programs or the facility itself—the College will adhere to Board policy in the event that room or program naming opportunities materialize. The proposed renaming of the facility is consistent with the provisions of policy I.K.1.a-b. Thomas Jefferson is not a current or former employee of any unit responsible to the State Board of Education. The College and State have significantly benefited from the distinguished contributions of this eminent American whose broad legacy includes Lewis-Clark State College.

STAFF COMMENTS AND RECOMMENDATIONS

Board policy I.K. Naming/Memorializing Buildings and Facilities specifies that when naming a building or facility for other than a former employee the Board will consider the distinguished contributions made by the individual to the institution.

Staff recommends approval.

BOARD ACTION

I move to approve the request by Lewis-Clark State College to rename its newly-remodeled and re-purposed “Fine Arts/Old Science Building” as “Thomas Jefferson Hall.”

Moved by ____________ Seconded by___________ Carried Yes _____ No _____

EASTERN IDAHO TECHNICAL COLLEGE

SUBJECT

Eastern Idaho Technical College (EITC) Advisory Council Appointment

APPLICABLE STATUTE, RULE, OR POLICY

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

BACKGROUND

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

One (1) person is presented by the current EITC Advisory Council to the State Board of Education in order to fill a vacancy created in 2012, by resignations. The EITC Advisory Council requests the State Board of Education appoint Jerry Shively to the EITC Advisory Council. His term will begin May 1, 2013, upon State Board of Education appointment and continue through December 2015.

One (1) person is presented by the current EITC Advisory Council to the State Board of Education in order to fill a vacancy created December 31, 2012, by the term completion and resignation of two (2) Advisory Council members. The EITC Advisory Council requests the State Board of Education reappoint Renee Magee to the EITC Advisory Council, bringing the membership to fourteen (14). Her term will begin January 1, 2013, upon State Board of Education ratification and continue through 2015.

IMPACT

This will bring the EITC Advisory Council membership to fourteen 14.

ATTACHMENTS

BOARD ACTION

I move to appoint Jerry Shively to the Eastern Idaho Technical College Advisory Council for a term effective May 1, 2013, and ending December 31, 2015

Moved by __________ Seconded by __________ Carried Yes_____ No_____

I move to reappointment Renee Magee to the Eastern Idaho Technical College Advisory Council for a term effective immediately, and ending December 31, 2015.

Moved by __________ Seconded by __________ Carried Yes_____ No_____

March 1, 2011

Advisory Committee EITC
1600S 25E Idaho Falls, ID
83404-5788

This letter is written in reference to my interest in serving on the EITC advisory board.

Education of our citizenry has been my primary interest since starting a career in teaching in 1961. I have witnessed hundreds of former students succeed in a career and success is nearly always related to post high school education they received.

After retiring in 1999 I served a 3 year term as School District 91 board member after which I ran for and was elected to one term in the Idaho House of Representatives. My sole purpose was to support education.

It is a privilege to be considered for a position on the EITC advisory board. If chosen, I will serve to the best of my ability.

Sincerely,

Jerry Shively

Jerry Shively
555 So. Bellin Rd.
Idaho Falls, ID 83402
shiveaj@ida.net
(208)522-4774

JERRY SHIVELY

Family -wife (Ann) married 49 years -two sons, Scott and Todd and one granddaughter, Ruby Ann

Born and raised on a farm west of Idaho Falls, Idaho.

Graduated from Idaho Falls High School in 1956. Played piano and tuba - president of pep band in senior year

Attended the University of Idaho, graduating in 1961 (Music Education, Math minor) Member of Delta Tau Delta fraternity. Studied piano, sang in University Singers and Vandaleers Met my wife Ann in University Singers. We attended summer school at the University of Idaho and received

Masters Degrees in 1966

CAREER IN EDUCATION Hired to teach in Idaho Falls -Sept, 1961 Taught choir and social studies at O.E.Bell Junior High Taught choir and math at Central Junior High -1963 Taught choir at Skyline High -opened in 1966 Directed Skyline choirs at State and Northwest Music Education and American

Choral Directors conventions Skyline choirs sang frequently for community events (I still receive letters from former students)

Promoted to School District 91 Music Coordinator position in 1988 Added an elementary music program Conducted the annual 5th grade patriotic program-12 yrs -(800 students) Produced an all district Musical each year

Retired in 1999

PROFESSIONAL MEMBERSHIP/SERVICE President of Idaho Music Educators 1990 -1992 Was frequently asked to judge and conduct choral clinics in ID and MT Served two terms as Idaho Falls Education Association president Directed the Fallsmen Barbershop chorus 14 years Played piano with a dance band for 15+ years Hired as choir director for church -going on 50th year

PROFESSIONAL HONORS

1995 -received Idaho Music Educator of the Year award
Received the 1998 Idaho Falls Arts Council Arts Award
Received the Governor's Arts Award in Education in 2000
Idaho Music Educator's Hall of Fame inductee -2004

ACTIVITIES IN IDAHO FALLS ARTS ORGANIZATIONS Played tuba with the Idaho Falls Symphony Sing with two choirs in Idaho Falls Served on the Idaho Falls Symphony board Served on Community Concerts and Opera Theatre boards Directed the opera chorus several times Organized a community Messiah Sing-In several years Served on board and as president of the Idaho Falls Arts Council

COMMUNITY SERVICE Served on board of Christian Counseling Service Rotarian and president of club 1999-2000

POLITICAL EXPERIENCE Served on the School District 91 School Board -3 years Served in Idaho House of Representatives 2007 and 2008

Committees: Education; Environment, Energy and Technology; Resources and Conservation

BUSINESS EXPERIENCE Managed family owned shopping center for 30 years

HOBBIES Family activities, fishing, hunting, travel, gardening, rock hunting and golf

March 15, 2013

Steve Albiston, President
Eastern Idaho Technical College
1600 East 25th Street
Idaho Falls, Idaho 83404

RE: Reappointment to Advisory Council

Dear President Albiston:

I have enjoyed serving on the Advisory Council and, if possible, I wish to continue to serve as a member of the Council. I feel as if my experience in community planning for the City of Idaho Falls as well as my legal training may be some assistance to the Council. I have learned from the citizen participation events conducted by the City that education, including higher education, is important to the residents of the City and eastern Idaho. Eastern Idaho Technical College fills a major niche in local higher education and is a valuable asset to local economic development through its training programs for medical services, hazardous material handling, legal services, computer science, and other technical programs.

Thank you very much for your consideration.

Sincerely,

Renee R. Magee

Renee R. Magee

RESUME

Renee R. Magee
150 North Morningside Drive
Idaho Falls, Idaho 83402
208-525-8845

EDUCATION

Juris Doctor, University of Wyoming
Masters of City and Regional Planning, Ohio State University
Bachelors of Arts, Kent State University

WORK EXPERIENCE

Director, Division of Planning and Building
City of Idaho Falls
P O Box 50220
Idaho Falls, Idaho 83405
1997 to Present

Assistant Planning Director, Division Of Planning and Building
City of Idaho Falls
1989-1991
1992-1997

Associate Professor, City and Regional Planning
Eastern Washington University
Cheney, Washington
1991-1992

Director, Community Development
City of Cambridge
Cambridge, Ohio
1987-1989

Prior to 1987, employed as town attorney, town administrator, county planner, and computer programmer.

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IDAHO DIVISION OF VOCATIONAL REHABILITATION

SUBJECT

Idaho State Rehabilitation Council Membership

APPLICABLE STATUTE, RULE, OR POLICY

Idaho State Board of Education Governing Policies & Procedures, Section IV.G. Idaho State Rehabilitation Council.
Federal Regulations 34 CFR§361.

BACKGROUND/DISCUSSION

Federal Regulations (34 CFR §361.17), set out the requirements for the State Rehabilitation Council, including the appointment and composition of the Council.

The members of the Council must be appointed by the Governor or, in the case of a State that, under State law, vests authority for the administration to an entity other than the Governor, the chief officer of that entity. Section 33-2303, Idaho code designates the State Board for Professional-Technical Education as that entity.

Further federal regulations establish that the Council must be composed of at least fifteen (15) members, including:

- i. At least one representative of the Statewide Independent Living Council, who must be the chairperson or other designee of the Statewide Independent Living Council;
- ii. At least one representative of a parent training and information center established pursuant to section 682(a) of the Individuals with Disabilities Education Act;
- iii. At least one representative of the Client Assistance Program established under 34 CFR part 370, who must be the director of or other individual recommended by the Client Assistance Program;
- iv. At least one qualified vocational rehabilitation counselor with knowledge of and experience with vocational rehabilitation programs who serves as an ex officio, nonvoting member of the Council if employed by the designated State agency;
- v. At least one representative of community rehabilitation program service providers;
- vi. Four representatives of business, industry, and labor;
- vii. Representatives of disability groups that include a cross section of (A) Individuals with physical, cognitive, sensory, and mental disabilities; and (B) Representatives of individuals with disabilities who have difficulty representing themselves or are unable due to their disabilities to represent themselves;
- viii. Current or former applicants for, or recipients of, vocational rehabilitation services;

- ix. In a State in which one or more projects are carried out under section 121 of the Act (American Indian Vocational Rehabilitation Services), at least one representative of the directors of the projects;
- x. At least one representative of the State educational agency responsible for the public education of students with disabilities who are eligible to receive services under this part and part B of the Individuals with Disabilities Education Act;
- xi. At least one representative of the State workforce investment board; and
- xii. The director of the designated State unit as an ex officio, nonvoting member of the Council.

Additionally, Federal Regulation specify that a majority of the council members must be individuals with disabilities who meet the requirements of 34 CFR §361.5(b)(29) and are not employed by the designated State unit. Members are appointed for a term of no more than three (3) years, and each member of the Council, may serve for not more than two consecutive full terms. A member appointed to fill a vacancy occurring prior to the end of the term must be appointed for the remainder of the predecessor's term. A vacancy in membership of the Council must be filled in the same manner as the original appointment, except the appointing authority may delegate the authority to fill that vacancy to the remaining members of the Council after making the original appointment.

The Council currently has two resignations; Mark Marrott and James Smith.
Mr. Marrott represented Business, Industry and Labor. The Council currently has four (4) other representatives in this category which fulfills the federal regulations. Mr. Smith represented Disability Groups which has no minimum or maximum number of representatives per federal regulations. The Council has not received a resignation letter from James Smith as of this date; however, he has not participated in any meetings since his appointment to the council on July 1, 2012 nor has he responded to our requests for a resignation letter, therefore we request that he be removed as per Council policy.

IMPACT

The approval of these resignations will bring the IDVR Advisory Council membership to a total of 19 with no vacancies on the council. Minimum composition for the council is 15 members.

ATTACHMENTS

Attachment 1 – Current Council Membership Page 5

STAFF COMMENTS AND RECOMMENDATIONS

While Board approval is not required for the acceptance of a resignation, it is required to remove a member from the council who has not formally resigned.

Staff recommends approval.

BOARD ACTION

I move to approve the removal of James Smith from the Vocational Rehabilitation State Rehabilitation Council.

Moved by ____________ Seconded by ___________ Carried Yes_____ No_____

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Members Shall Represent:	Number of Representatives Required	Name	Term Ends
Former Applicant or Recipient	Minimum 1	Lonnie Pitt	6/30/2015
Parent Training & Information Center…	Minimum 1	Agnela Lindig	6/30/2015
Client Assistant Program	Minimum 1	Dina Flores -Brewer	n/a
VR Counselor	Minimum 1	Max Sorenson	6/30/2015
Community Rehabilitation Program	Minimum 1	Lori Gentillon	6/30/2015
Business, Industry and Labor	Minimum 4	Arnold Cantu	6/30/2014
		Gordon Simpson	6/30/2014
		Angela Sperry	6/30/2015
		Jennifer Hoppins	6/30/2015
		Rachel Damewood	6/30/2014
Disability Advocacy groups	No minimum or maximum	Sean Burlile	6/30/2015
		James Solem	6/30/2013
		Kathy Buswell	6/30/2014
State Independent Living Council	Minimum 1	Robbi Barrutia	6/30/2013
Department of Education	Minimum 1	Irene Vogel	6/30/2014
Director of Vocational Rehabilitation	Minimum 1	Don Alveshere	n/a
Idaho's Native American Tribes	Minimum 1	Ramona Medicine Horse	6/30/2014
		David Miles	6/30/2014
Workforce Development Council	Minimum 1	Gordon Graff	9/30/2015

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ST. MARIES SCHOOL DISTRICT & OROFINO SCHOOL DISTRICT

SUBJECT

School District Trustee Zone Boundaries

REFERENCE

April 21, 2011	Board approves the requirements for school district trustee zone equalization proposals as submitted.
August 2011	The State Board disapproved the following school district rezoning plans: Boundary County, Emmett Independent, Firth, Fremont County Joint, Kellogg Joint, Kootenai, Lakeland, Lapwai, Mullan, North Gem, Ririe Joint, Three Creek Joint Elementary, and St. Maries Joint.
October 2011	Board approves St Maries school district trustee zone boundaries.

APPLICABLE STATUTE, RULE, OR POLICY

Section 33-313, Idaho Code

BACKGROUND/DISCUSSION

Section 33-313, Idaho code mandates school districts submit to the State Board of Education for approval a proposal to redefine and change trustee zones which will equalize the population in each zone in the district within one hundred twenty (120) days following the decennial census. In October of 2011 the Board completed the process of approving each school districts trustee zone boundaries. When the Board started this process in 2011 the Department of Education contracted with a company through the Idaho School Boards Association to review the legal descriptions and to evaluate the proposals submitted against the criteria approved by the Board regarding those boundaries.

In preparing for the election of new trustees in the St. Maries School District the county discovered that there were a typo and a technical correction the needed to be made to St. Maries School Districts trustee zone boundaries legal descriptions.

Additionally we have received a request from the Orofino School District to update their legal description as well. The county has changed the names of some of the streets used in the legal description. The proposed changes do not change any of the boundaries; they only update the name of the streets to the current names.

IMPACT

Approval of the corrected boundary will allow the county to certify the results of the Board of trustee elections.

ATTACHMENTS

STAFF COMMENTS AND RECOMMENDATIONS

Section 33-307, Idaho code outlines the provision for correcting or altering school district boundaries and specifies that whenever the State board of Education shall find that school district boundaries should be corrected or altered, because of error in the legal description…then the Superintendent of Public Instruction shall make an appropriate order…correcting or altering the boundaries of the districts.

Staff recommends approval.

BOARD ACTION

I move to approve St. Maries School District #41 Trustee Zone boundaries legal descriptions as submitted.

Moved by __________ Seconded by __________ Carried Yes _____ No _____

I move to approve Orofino School District #171 Trustee Zone boundaries legal descriptions as submitted.

Moved by __________ Seconded by __________ Carried Yes _____ No _____

ST. MARIES JOINT SCHOOL DISTRICT NO. 41

BEGINNING at the NE corner of the NW 1/4 of the NW 1/4 of Sec. 22, Twp. 47 N, R 1 EBM; thence south along the county line 6 & 1/4 miles to the SW corner of the NE 1/4 NW 1/4 of Sec. 22, Twp. 46 N, R 1 EBM; thence east 1/4 mile to the SE corner of the NE 1/4 NW 1/4 of Sec. 22; thence north 1/4 mile to the NE corner of the NW 1/4 of Sec. 22, Twp. 46 N, R 1 EBM; thence east 1/2 mile to the NE corner of Sec. 22; thence south approximately 1 mile to the middle of the main channel of the St. Joe River; thence in a westerly direction along the channel of the St. Joe River to its intersection with the Benewah-Shoshone County line; thence south on the line approximately 20 & 1/4 miles to the SE corner of the SW 1/4 SW 1/4 of Sec. 34, Twp. 43 N, R 1 EBM; thence west 6 & 1/4 miles along the Latah-Benewah County line to the SW corner of Sec. 34, Twp. 43 N, R 1 WBM; thence north 1 mile to the NW corner of Sec. 34; thence west 9 miles to the SW corner of Sec. 30, Twp. 43 N, R 2 WBM; thence north 4 miles to the NW corner of Sec. 7; thence east along the correction line to the SW corner of Sec. 6, Twp. 43 N, R 2 WBM; thence north along the section line to the SE corner of Sec. 1, Twp. 43 N, R 3 WBM; thence west along the section line 1/2 mile to the SW corner of the SE 1/4 of Sec. 1; thence north 1 mile to the NW corner of the NE 1/4 of Sec. 1, Twp. 43 N, R 3 WBM; thence west approximately 1/2 mile to the SW corner of Sec. 36, Twp. 44 N, R 3 WBM; thence north 1 mile to the NW corner of Sec. 36; thence west 1/2 mile to the SW corner of the SE 1/4 of Sec. 26, Twp. 44 N, R 3 WBM; thence north 2 miles to the NW corner of the NE 1/4 of Sec. 23; thence west 4 miles to the SW corner of 1/4 Sec. 18, Twp. 44 N, R 3 WBM; thence south approximately 1/4 mile to the SE corner of Sec. 13, Twp. 44 N, R 4 WBM; thence west 1 mile to the SW corner of Sec. 13; thence north 3 miles to the NW corner of Sec. 1; thence west 2 miles to the SW corner of Sec. 34, Twp. 45 N, R 4 WBM; thence north 4 miles to the NW corner of Sec. 15; thence east 1/2 mile to the SW corner of the SE 1/4 of Sec. 10; thence north 1 mile to the NW corner of the NE 1/4 of Sec. 10; thence east 1/2 mile to the SW corner of Sec. 2, Twp. 45 N, R 4 WBM; thence north 1 mile to the NW corner of Sec. 2; thence east 2 miles to the NE corner of Sec. 1; thence north approximately 2 & 1/2 miles to the NW corner of the 1/4 Sec. 30, Twp. 46 N, R 3 WBM; thence east 1 & 1/2 miles to the NE corner of Sec. 29; thence approximately 2 & 1/2 miles north to the shoreline of Lake Chatcolet; thence in a westerly and northerly direction around Lake Chatcolet on the south and west side up to the NW corner of Sec. 32, Twp. 47 N, R 3 WBM; thence east 1 mile along the Kootenai-Benewah County line to the NE corner of Sec. 32; thence south 1 mile to the SE corner of Sec. 32; thence east 5 miles, more or less, along the Kootenai-Benewah County line to the NE corner of Sec. 6, Twp. 46 N, R 2 WBM; thence south approximately 3304.8 feet to the west 1/4 corner of Sec. 5, Twp. 46 N, R 2 WBM; thence east 1-1/2 miles to the center of Sec. 4; thence north 1/2 mile; thence east 1/2 mile to the east boundary line of Sec. 4; thence north approximately 617.9 feet to the SE corner of Sec. 33, Twp. 47 N, R 2 WBM; thence east 1/4 mile to the SE corner of the SW 1/4 of the SW 1/4 of Sec. 34; thence north 1/2 mile; thence east 1/4 mile to the center of Sec. 34; thence north 1 mile to the center of Sec. 27; thence west 1/2 mile; thence north 1-1/2 miles to the SE corner of Sec. 16, Twp. 47

N, R 2 WBM; thence east along the Kootenai-Benewah County line for approximately 12-1/4 miles to the point of beginning.

Trustee Zone #1

Beginning at a point on the north-south Benewah-Shoshone County Line where it intersects with the north line of Section 10, T44N, R1E; thence south along the county line 11 miles the intersection of the Latah county line west along the south line of Section 34, T43N, R1E; thence west 6¼ miles to the SW corner of Section 34, T43N, R1W; thence north 1 mile to the NW corner of Section 34, T43N, R1W; thence west 9 miles to the SW corner of Section 30, T43N, R2W; thence north 4 miles to the SE corner of Section 1, T43N, R3W; thence west ½ mile to the SW corner of the SE ¼ of Section 1, T43N, R3W; thence north 1 mile to the SE corner of the SW ¼ of Section 36, T~~3~~43N, R3W; thence west ½ mile to the SW corner of Section 36, T44N, R3W; thence north 1 mile to the SE corner of Section 26, T44N, R3W; thence west ½ mile to the SW corner of the SE ¼ of Section 26, T44N, R3W; thence north 2 miles to the SE corner of the SW ¼ of Section 14, T44N, R3W; thence west 2¼ miles to the east boundary of the Coeur d'Alene Indian Reservation; thence northeasterly along said boundary to its intersection with the north line of Section 25, T45N, R3W; thence east 4½ miles to the NE corner of Section 27, T45N, R2W; thence south 3 miles to the SE corner of Section 3, T44N, R2W; thence east 11¼ miles to the point of beginning.

Trustee Zone #2

Beginning at a point on the north-south Benewah-Shoshone County Line where it intersects with the north line of Section 10, T46N, R1E; thence south 2¼ miles the SW corner of the NE ¼ of the NW ¼ of Section 22, T46N, R1E; thence east ¼ mile to the SE corner of the NE ¼ of the NW ¼ of Section 22, T46N, R1E; thence north ¼ mile to the NW corner of the NW ¼ of Section 22, T46N, R1E; thence east ½ mile to the NE corner of Section 22, T46N, R1E; thence south approximately 1 mile to the middle of the main channel of the St. Joe River; thence in a westerly direction along the main channel to its intersection with the Benewah-Shoshone County line, all in Shoshone County; thence south on the section lines approximately 9¼ miles to the intersection of the county line with the south line of Section 3, T44N, R1E; thence west 11¼ miles to the SW corner of Section 2, T44N, R2W; thence north 3 miles to the NW corner of Section 26, T45N, R2W; thence west approximately 2 miles to the southwest corner of Section 21, T45N, R2W; thence north along said section line approximately 2 miles to its intersection with the St. Maries River Railroad; thence northeasterly along the said railroad to its intersection with the north line of the south half of Section 26, T46N, R2W; thence west approximately 1/2 mile along said line (partially concurrent with Pennsylvania Ave.) to the SW corner of the north half of Section 26, T46N, R2W; thence north approximately 1/2 mile along the west line of Section 26, T46N, R2W to NW corner of Section 26, T46N, R2W (intersection of Sixth (6th) St. and Lincoln Ave.); thence east along the north line of Section 26, T46N, R2W; thence east 4 miles to the SW corner of Section 21, T46N, R1W (partially concurrent with Lincoln Ave.); thence north 3 miles to the NW corner of Section 9, T46N, R1W; thence 7 miles east to the point of the beginning.

Trustee Zone #3

Beginning at the NW corner of Section 22, T47N, R2W; thence east along the Kootenai- Benewah line for approximately 12¼ miles to the NE corner of Section 21, T47N, R2WBM; thence south along the Benewah-Shoshone County Line 4 miles to the intersection of the south line of Section 3, T46N, R1E; thence west 7¼ miles to the SE corner of Section 5, T46N, R1W; thence south 3 miles to the SE corner of Section 20, T46N, R1W; thence west 4 miles to the SW corner of Section 23, T46N, R2W which is the centerline of Lincoln Avenue in the City of St. Maries; thence north approximately 2½ blocks on the centerline of 6th Street to the centerline of Jefferson Avenue; thence west on Jefferson Avenue approximately 10 ½ blocks to the intersection of the east boundary of the Coeur d'Alene Indian Reservation; thence northeasterly along said boundary to its intersection in the center of the St. Joe River; thence northwesterly along said centerline with the west section line of Section 15, T46N, R2W; thence north approximately ¾ of a mile to the SW corner of Section 10, T46N, R2W; thence west approximately 1½ miles to the intersection of the centerline of the main channel of the St. Joe River; thence northwesterly along said centerline to its intersection and confluence with the creek known as Hells Gulch; thence north and east along the centerline of said creek to its intersection with the west line of Section 5, T46N, R2WBM; thence west along said centerline approximately 1 mile to the west line of Section 8, T46N, R3W; thence north to the west ¼ corner of Section 5, T46N, R2WBM; thence east 1½ miles to the center of Section 4, T46N, R2WBM; thence north approximately ½ mile; thence east ½ mile to the east boundary line of Section 4, T46N, R2WBM; thence north approximately 617.9 feet to the SE corner of Section 33, T47N, R2WBM; thence east approximately ¼ mile to the SE corner of the SW ¼ of the SW ¼ of Section 34, T47N, R2WBM; thence north ½ mile; thence east ¼ mile to the center of Section 34, T47N, R2WBM; thence north 1 mile to the center of Section 27, T47BN, R2WBM; thence west ½ mile; thence north 1½ miles to the point of beginning.

Trustee Zone #4

Beginning at the NW corner of Section 30, T46N, R3W; thence east 1½ miles to the NE corner of Section 29, T46N, R3W; thence east approximately 2 ¼ miles along the north lines of the south halves of Sections 21, 22, and 23, T46N, R3W to the NE corner of the SE ¼ of 23, T46N, R3W; thence south approximately 1 mile to the center of Section 26, T46N, R3W; thence east approximately 1 ¾ along the east-west centerline of Sections 26 and 25, T46N, R3W and Section 30, T46N, R2W to the intersection with the centerline of Cherry Creek; thence northeasterly to its intersection with the centerline of State Highway 5; thence easterly along said centerline to its intersection with the west line of Section 22, T46N, R2W; thence south along said line to the SW corner of Section 22, T46N, R2W; thence east to the intersection of the Coeur d'Alene Indian Reservation Boundary; thence northeasterly along said boundary on the centerline of Coeur d'Alene Avenue to its intersection with the centerline of Jefferson Avenue; thence east along Jefferson Avenue approximately 10 blocks to 6th Street and the East Line of Section 22, T46N, R2W; thence south along the west line of Section 26, T46N, R2W to its intersection with Pennsylvania Avenue, which is partially concurrent with the north line of the south half of Section 26, T46N, R2W and the 2011 St. Maries City Boundary; thence easterly along said line to its intersection with the St. Maries River Railroad; thence southerly along the centerline of the St. Maries River Railroad to its intersection with the west line of Section 16, T45N, R2W; thence south approximately 2 miles to the southwest corner of Section 21, T45N, R2W; thence west approximately 2 ¼ miles to the intersection with the eastern boundary of the Coeur d'Alene Indian Reservation; thence southwesterly approximately 5½ miles along the Reservation Boundary to its intersection on the south Section Line of Section 16, T44N, R3W; thence west approximately 2 miles to the SW corner of Section 18, T44N, R3W; thence south to the SE corner of Section 13, T44N, R4W; thence west 1 mile to the SW corner of Section 13, T44N, R4W; thence north 3 miles to the SW corner of Section 36, T45N, R4W; thence west 2 miles to the SW corner of Section 34, T45N, R4W; thence north 4 miles to the NW corner of Section 15, T45N, R4W; thence east ½ mile to the NE corner of the NW ¼ of Section 15, T45N, R4W; thence north 1 mile to the NW corner of Section 2, T45N, R4W; thence east 2 miles to the NE corner of Section 1, T45N, R4W; thence north approximately 2 ¼ miles to the to the point of the beginning.

Trustee Zone #5

Beginning at a point at the NW corner of Section 4, T46N, R3W; thence easterly along the Kootenai-Benewah County line approximately 5 miles to the NE corner of Section 6, T46N, R2W; thence south along the east line of said Section to its intersection with the centerline of the creek known as Hells Gulch; thence west and south along said creek to its intersection and confluence with the centerline of the St. Joe River; thence easterly along the centerline of the river approximately 1 ¾ of a mile to its intersection with the south line of Section 8, T46N, R3W: thence east along said line approximately 1 ½ miles to the NE corner of Section 16, T46N, R2W; thence south along the east line of said Section to its intersection with the centerline of the St. Joe River; thence southeasterly along the centerline of the river to its intersection with the east boundary of the Coeur d'Alene Indian Reservation; thence southwest along said boundary to its intersection with the south line of Section 22, T46N, R2W; thence west to the SW corner of Section 22, T46N, R2W; thence north along the west line of said Section to its intersection with the centerline of State Highway 5; thence west along the centerline with said Highway to its intersection with the centerline Cherry Creek; thence southwesterly along said centerline to its intersection with north line of the south half of Section 30, T46N, R2W; thence west approximately 1 ¾ along the east-west centerline of Sections 26 and 25, T46N, R3W and Section 30, T46N, R2W to the center of Section 26, T46N, R3W; thence north to the center of Section 23, T46N, R3W; thence west approximately 2 ½ miles to its intersection with the west line of Section 23, T46N, R3W; thence north along said line to its intersection with Chatcolet Lake; thence westerly, northerly and then easterly along the St. Joe River and Chatcolet Lake to the point of beginning.

rec'd 4/1/2013

JT. SCHOOL DISTRICT NO. 171
1051 Michigan Avenue, P. O. Box 2259
Orofino, Idaho 83544
Phone (208) 476-5593 Fax (208) 476-7293
Orofino Elementary School; Orofino Jr/Sr High School; Timberline Schools
Cavendish Teakean Elementary School; Peck Elementary School

March 28, 2013

State Department of Education
Attn: Portia Flynn
PO Box 83720
Boise, ID 83720-0027

Dear Ms. Flynn,

The zone descriptions for Joint School District No. 171 in Orofino, Idaho, were written as the County was changing road names and some of the referenced road names within the legal descriptions needed to be updated.

I was in contact with Angela Vanderpas from Clearwater County and she was able to send me the zone descriptions with the correct road names.

I am sending the amended zone descriptions for Jt. School District No. 171 for your review.

If you have any questions, please feel free to contact me.

Sincerely,

Janice Sutton

Janice Sutton, Accounts Payable/Clerk
Joint School District No. 171

OROFINO SCHOOL DISTRICT #171
TRUSTEE ZONE NO. 1

All of the portion of the Orofino School District East of the following described line

BEGINNING at the intersection of Lolo Creek and Crane Creek said point being on the South Boundary of the Orofino School District, thence

Northerly on said Crane Creek approximately 0.7 miles to ~~an~~ ~~Unnamed Road~~ **5112 Road**, thence

Easterly thence Northeasterly thence Southwesterly thence Northwesterly on said Unnamed Road to Trout Creek, thence

Northwesterly on said Trout Creek approximately 1.2 miles to ~~an Unnamed Road~~ **5112 Road**, thence

Northeasterly on said Unnamed Road to Blonde Creek, thence

Northeasterly on said Blonde Creek to Musselshell Creek, thence

Northeasterly on said Musselshell Creek to Musselshell Road, thence

Northwesterly on said Musselshell Road to Brown Creek Road, thence

Northerly on said Brown Creek Road to Jim Brown Creek approximately 0.3 miles North of Co. Road 542, thence

Northwesterly on Jim Brown Creek to Burcham Creek, thence

Northwesterly on said Burcham Creek approximately 1.2 miles to an Unnamed Creek, thence

Southwesterly on said Unnamed Creek to Space Creek Road, thence

Northwesterly on said Space Creek Road to ~~Lacy Meadows Road~~ **Highway 12**, thence

Northwesterly on said ~~Lacy Meadows Road~~ **Highway 12** to Hjalmer Johnson Road, thence

Northwesterly on said Hjalmer Johnson Road to Upper Fords Creek Road, thence

Northwesterly on said Upper Fords Creek Road to Shake Meadow Creek, thence

Southerly on said Shake Meadow Creek to Jim Ford Creek, thence

Northwesterly on said Jim Ford Creek to Nez Perce Indian Reservation Boundary, thence

Northwesterly on said Nez Perce Indian Reservation Boundary to ~~Canyon Creek Road~~

Twin Ridge Road, thence

Southwesterly on said ~~Canyon Creek Road to Eureka Ridge Loop~~ **Twin Ridge Road to Canyon Creek Road**, thence

Southerly on said Canyon Creek Road to Eureka Ridge Loop, thence

Westerly on said Eureka Ridge Loop to ~~Eureka Ridge Road~~, **Lakeview Road**, thence

Southwesterly on said ~~Eureka Ridge Road~~ **Merrys Bay Road** to Dworshak Reservior, thence

Northeasterly on said Dworkshak Reservior to the North Boundary of the Orofino School District and the **POINT OF ENDING**.

OROFINO SCHOOL DISTRICT #171
TRUSTEE ZONE NO. 2

All of the portion of the Orofino School District South of the following described line

BEGINNING at the intersection of Lolo Creek and Crane Creek said point being on the South Boundary of the Orofino School District, thence

Northerly on said Crane Creek approximately 0.7 miles to ~~an Unnamed Road~~ **5112 Road** thence

Easterly thence Northeasterly thence Southwesterly thence Northwesterly on said ~~Unnamed Road~~ **5112 Road** to Trout Creek, thence

Northwesterly on said Trout Creek approximately 1.2 miles to an Unnamed Road, thence

Northeasterly on said Unnamed Road to Blonde Creek, thence

Northeasterly on Blonde Creek to Musselshell Creek, thence

Northeasterly on said Musselshell Creek to Muselshell Road, thence

Northwesterly on said Musselshell Road to Brown Creek Road,, thence

Northerly on said Brown Creek Road to Jim Brown Creek approximately 0.3 miles North of Co. Road 542, thence

Northwesterly on said Jim Brown Creek to Burcham Creek, thence

Northwesterly on said Burcham Creek approximately 1.2 miles to an Unnamed Creek, thence

Southwesterly on Unnamed Creek, to Space Creek Road, thence

Northwesterly on Space Creek Road to Lacy Meadows Road, thence

Northwesterly on Lacy Meadows Road to Hjalmer Johnson Road, thence

Northwesterly on Hjalmer Johnson Road to Upper Fords Creek Road, thence

Northwesterly on Upper Fords Creek Road to Shake Meadow Creek, thence

Southerly on said Shake Meadow Creek to Jim Ford Creek, thence

Northwesterly on said Jim Ford Creek to Nez Perce Indian Reservation Boundary, thence

Northwesterly on said Nez Perce Indian Reservation Boundary to ~~Camas Prairie Railnet~~ railroad track, thence

Northwesterly on said railroad track to the Orofino City Limits, thence

Following said City Limits in a clockwise direction to O'Brien Road, thence

Southerly on said O'Brien Road to the end of O'Brien Road, thence

South to the Southerly Boundary of the Orofino School District and the **POINT OF ENDING.**

OROFINO SCHOOL DISTRICT #171
TRUSTEE ZONE NO. 3

BEGINNING at the intersect of State Highway 7 and the Northerly Boundary of the Orofino City Limits, thence

Southeasterly on said State Highway 7 to Michigan Avenue, thence

Southeasterly on said Michigan Avenue to Main Street, thence

Southeasterly on said Main Street to 1st Street, thence

Northeasterly on said 1st Street to Johnson Avenue, thence

Southeasterly on said Johnson Avenue to Orofino Creek, thence

Northeasterly on said Orofino Creek to the Orofino City Limits, thence

Following said City Limits in a counter clockwise direction to State Highway 7 and the **POINT OF BEGINNING.**

OROFINO SCHOOL DISTRICT #171
TRUSTEE ZONE NO. 4

All of the portion of the Orofino School District West of the following described line

BEGINNING at the Southwest Corner of Section 5, Township 36 North, Range 1 East, said point being on the South Boundary of the Orofino School District, thence

Northerly on the West line of said Section 5 to US Highway 12, thence

Southeasterly on said US Highway 12 to the Orofino City Limits, thence

Following said City Limits in a clockwise direction to the ~~Camas Prairie Railnet~~ <u>railroad track</u>, thence

Southeasterly on said railroad track to the Nez Perce Indian Reservation Boundary, thence

Northwesterly on said Nez Perce Indian Reservation Boundary to ~~Canyon Creek Road~~, <u>**Twin Ridge Road**</u>, thence

Southwesterly on said ~~Canyon Creek Road to Eureka Ridge Loop~~ <u>**Twin Ridge Road to Canyon Creek Road**</u>, thence

<u>**Southerly on said Canyon Creek Road to Eureka Ridge Loop, thence**</u>

Westerly on said Eureka Ridge Loop to ~~Eureka Ridge Road~~ <u>**Lakeview Road**</u>, thence

Southwesterly on said ~~Eureka Ridge Road~~ <u>**Lakeview Road**</u> to Dworshak Reservior, thence

Northeasterly on said Dworkshak Reservoir to the North Boundary of the Orofino School District and the **POINT OF BEGINNING.**

OROFINO SCHOOL DISTRICT #171
TRUSTEE ZONE NO. 5

BEGINNING at the Southwest Corner of Section 5, Township 36 North, Range 1 East, said point of being on the South Boundary of the Orofino School District, thence

Northerly on the West line of said Section 5 to US Highway 12, thence

Southeasterly on said US Highway 12 to the Orofino City Limits, thence

Southeasterly on the Northerly Boundary of said City Limits to State Highway 7, thence

Southeasterly on said State Highway 7 to Michigan Avenue, thence

Southeasterly on said Michigan Avenue to Main Street, thence

Southeasterly on said Main Street to 1^{st} Street, thence

Northeasterly on said 1st Street to Johnson Avenue, thence

Southeasterly on said Johnson Avenue to Orofino Creek, thence

Northeasterly on said Orofino Creek to the Orofino City Limits, thence

Following said City Limits in a clock wise direction to O'Brien Road, thence

Southerly on said O'Brien Road to the end of O'Brien Road, thence

South to the South Boundary of the Orofino School District, thence

Westerly, thence Northerly thence Westerly on said South Boundary to the **POINT OF BEGINNING.**

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SUBJECT

Appointments to the Professional Standards Commission

APPLICABLE STATUTE, RULE, OR POLICY

Section 33-1252, Idaho Code

BACKGROUND/DISCUSSION

Idaho Statute Section 33-1252 Idaho Code sets forth criteria for membership on the Professional Standards Commission (PSC).

The Commission consists of eighteen (18) members, one (1) from the State Department of Education and one (1) from the Division of Professional Technical Education. The remaining members shall be representative of the teaching profession of the state of Idaho, and not less than seven (7) members shall be certificated classroom teachers in the public school system and shall include at least one (1) teacher of exceptional children and at least one (1) teacher in pupil personnel services. The Idaho Association of School Superintendents, the Idaho Association of Secondary School Principals, the Idaho Association of Elementary School Principals, the Idaho School Boards Association, the Idaho Association of Special Education Administrators, the education departments of private colleges, and the colleges of letters and sciences of the institutions of higher education may submit nominees for one (1) position each. The community colleges and the education departments of the public institutions of higher education may submit nominees for two (2) positions.

Nominations were sought for the positions from the Idaho Education Association, Northwest Professional Educators, the Idaho Association of Secondary School Principals, and the Idaho Association of Colleges for Teacher Education. Resumes for interested individuals are attached.

Public Higher Education (Letters and Sciences Representation):
Tony Roark, College of Arts and Sciences, Boise State University

Secondary Classroom Teacher:
Esther Henry, Jefferson County Joint School District (reappointment)
Angela Lakey-Campbell, Cambridge Joint School District
Charlotte McKinney, Mountain View School District
Lourene Praeder, Jefferson County Joint School District

Exceptional Child Education:
Alison Huari, Boise School District
Patricia Jessup, Moscow School District
Virginia Welton, Coeur d’Alene School District

Public Higher Education:
Heather VanMullem, Education Division, Lewis-Clark State College

Secondary School Principal:
Randy Jensen, American Falls Joint School District
Becky Meyer, Lake Pend Oreille School District (reappointment)

Secondary Classroom Teacher:
Dawn Anderson, Madison School District
Glenda Funk, Pocatello School District
Lynda LeBlanc, Coeur d'Alene School District
Mikki Nuckols, Bonneville Joint School District (reappointment)
Aliene (Ali) Shearer, Meridian Joint School District

School Counselor:
Roger Holyoak, Pocatello School District
Jeri Midgley, Coeur d'Alene School District
Kim Mikolajczyk, Moscow School District
Lonni Smith, Mountain Home School District

ATTACHMENTS

BOARD ACTION

I move to appoint Tony Roark to the Professional Standards Commission for a term of three years representing Public Higher Education (Letters and Sciences) beginning July 1, 2013.

Moved by __________ Seconded by __________ Carried: Yes ____ No ____

I move to reappoint Esther Henry to the Professional Standards Commission for a term of three years representing Secondary Classroom Teachers beginning July 1, 2013.

Moved by __________ Seconded by __________ Carried: Yes ____ No ____

I move to appoint Virginia Welton to the Professional Standards Commission for a term of three years representing Exceptional Child Education beginning July 1, 2013.

Moved by __________ Seconded by __________ Carried: Yes ____ No ____

I move to appoint Heather VanMullem to the Professional Standards Commission for a term of three years representing Public Higher Education beginning July 1, 2013.

Moved by __________ Seconded by __________ Carried: Yes ____ No ____

I move to reappoint Becky Meyer to the Professional Standards Commission for a term of three years representing Secondary School Principals beginning July 1, 2013.

Moved by __________ Seconded by __________ Carried: Yes ____ No ____

I move to reappoint Mikki Nuckols to the Professional Standards Commission for a term of three years representing Secondary Classroom Teachers beginning July 1, 2013.

Moved by __________ Seconded by __________ Carried: Yes ____ No ____

I move to appoint Kim Mikolajczyk to the Professional Standards Commission for a term of three years representing School Counselors beginning July 1, 2013.

Moved by __________ Seconded by __________ Carried: Yes ____ No ____

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TONY ROARK
CURRICULUM VITAE

BACKGROUND

- **Education**

Ph.D. (Philosophy) December 1999, University of Washington
B.A. (Philosophy and English) 1992, University of Idaho

- **Administrative Appointments**

2012-	Dean, College of Arts and Science, Boise State University
2011-12	Interim Dean, College of Arts and Science, Boise State University
2009-11	Associate Dean, College of Arts and Science, Boise State University
2007-09	Department Chair, Department of Philosophy, Boise State University

- **Faculty Appointments**

2011	Professor of Philosophy, Boise State University
2006-11	Associate Professor of Philosophy, Boise State University
2001-06	Assistant Professor of Philosophy, Boise State University
2000-01	Adjunct Professor of Philosophy, Boise State University
1999-2000	Visiting Assistant Professor of Philosophy, The Ohio State University

RESEARCH

- **Publications**

Books

Aristotle on Time: A Study of the Physics, Cambridge University Press, March 2011.

Articles

"*Maieutikos*, Maypoles, and Metacognition: Teaching Undergraduates about Aristotelian Substance," *APA Newsletter on Teaching Philosophy* 9:2 (2010), 20-4.
"Aristotelian Temporal Passage," *Philosophical Writings* 28 (2005), 23-33.
"Why Aristotle Says There Is No Time Without Change," *Apeiron* 37:3 (2004), 227-47.
"Aristotle's Definition of Time is Not Circular," *Ancient Philosophy* 23:2 (2003), 301-18.
"Conceptual Closure in Anselm's Proof," *History and Philosophy of Logic* 24:1 (2003), 1-14.
"Retribution, the Death Penalty, and the Limits of Human Judgment," *International Journal of Applied Philosophy* 13:1 (1999), 57-68.

Book Reviews

*[1] *Time for Aristotle*, by Ursula Coope, *Mind* 118:470 (2009), 459-62.

- **Conference Presentations**

National

[1] Items marked with an asterisk are invited articles/presentations; all other research items (except for commentator roles) are blind peer-reviewed.

2009 Pacific Division Meeting of the APA — Colloquium Paper: "Perspectival Cognition in Aristotle's *De Memoria*"
2009* American Association for Philosophy Teachers — Colloquium Paper: "Teaching Aristotle on the Maypole Model"
2007 Pacific Division Meeting of the APA — Colloquium Paper: "On a Moment's Notice: Aristotle on Perceiving Instants in Time"
2005 Pacific Division Meeting of the APA — Colloquium Paper: "Aristotelian Temporal Passage"
2002 Pacific Division Meeting of the APA — Colloquium Paper: "Tarski and Klima: Conceptual Closure in Anselm's Proof"
2001 Karl Jaspers Online Forum —Commentator: "On Fear of Solipsism: Science, Radical Constructivism, and Science Education," Target Article 40 (Dewey I. Dykstra, Jr., Dept. of Physics, Boise State University)
1999 Pacific Division Meeting of the APA — Symposium Paper: "The Correct Constitutions and Aristotle's Concept of Distributive Justice"
1998 Pacific Division Meeting of the APA — Colloquium Paper: "Retribution, the Death Penalty, and the Limits of Human Judgment"

Regional

2010* Northwest Ancient Philosophy Conference — Colloquium Paper: "Perspectival Cognition in Aristotle's *De Memoria*"
2010 Northwest Ancient Philosophy Conference — Commentator: "Sensible *Ousia* is Defined like the Snub: *Metaphysics* Z.10-11" (Chad Wiener, Portland State University)
2006 Northwest Conference on Philosophy — Colloquium Paper: "On a Moment's Notice: Aristotle on Perceiving Instants in Time"
2006 Northwest Conference on Philosophy — Commentator: "Mind-Body Supervenience's Cardinal Sin" (Josh Rasmussen, Notre Dame)
2005 Inland Northwest Philosophy Conference — Colloquium Paper: "Time Over Identity: Aristotle on the Problem of Identity Over Time.
2002 Northwest Conference on Philosophy — Commentator: "Socrates on Why Wrongdoing Damages the Soul" (Thomas C. Brickhouse, Lynchburg College, and Nicholas D. Smith, Lewis and Clark College)
2001 Inland Northwest Philosophy Conference — Commentator: "Moderate Reasons-Responsiveness, Moral Responsibility, and Manipulation: A Challenge for Fischer and Ravizza?"(Todd R. Long, University of Rochester)
2000 Northwest Conference on Philosophy — Commentator: "The Deflationary Approach to Truth and *De Interpretatione* 9" (Martin M. Tweedale, University of Alberta)
1998 Northwest Conference on Philosophy — Colloquium Paper: "The Correct Constitutions and Aristotle's Concept of Distributive Justice"
1997 Northwest Conference on Philosophy — Colloquium Paper: "Retribution, the Death Penalty, and the Limits of Human Judgment"

HONORS AND AWARDS

2006 Students' Choice Award nominee, Faculty Recognition of the Year
2005 NEH Summer Stipend
2005 Students' Choice Award, Faculty Recognition of the Year, College of Arts and Sciences
2005 Phi Kappa Phi Faculty Inductee (BSU Chapter)
2004 Faculty Research Associates Program Participant
1999 Dissertation Fellowship in the Humanities, University of Washington (declined for OSU position)
1999 Graduate Student Award, Pacific Meeting of the APA
1998 Graduate Student Award, Pacific Meeting of the APA
1992 Alumni Award for Academic Excellence (UI)

1992 Phi Beta Kappa (UI Alpha)

TEACHING

- **Courses Taught at Boise State**

  Introduction to Philosophy (PHIL 101)
  Introduction to Logic (PHIL 201)
  Ethics (PHIL 211)
  Symbolic Logic (PHIL 304)
  Ancient Philosophy (PHIL 305)
  Epistemology (PHIL 435)
  Senior Tutorial Director (PHIL 489)
  Special Topics: Aristotle's Psychology (PHIL 497)
  Three Ancient Views on the Soul (Osher Institute short course, FA 2010)

SERVICE ACTIVITIES

- **University**

2013	Scholarship Task Force
2012-13	Team Co-Leader, University Strategic Plan
2012	Summer Programs Director Search Committee
2012	University Information Technology Action Committee
2012	Deans' Presentations, Freshman Summer Orientations
2011-12	Basque Studies Program Strategic Planning Committee
2011	Foundational Studies Program Director Search Committee (Chair)
2011-	Information Technology Governance Council
2010-11	Academic Advisor to Delta Upsilon Fraternity
2010-11	Honors College Advisory Board Member
2010	Destination Distinction Employee Campaign Committee
2010	Arts and Humanities Institute Planning Committee
2010	Honors College Director Search Committee
2009-10	Distinguished Thesis Award Selection Committee
2009-10	All-Chairs Program Planning Committee
2009-10	"innovate@boisestate" Spring Break Challenge Planning Committee
2009-10	Undergraduate Research Conference Organizing Committee
2009	Distinguished Lecture Series Committee
2008-09	Arts and Humanities Institute Steering Committee (Co- Chair)
2008-10	Core Reform Task Force (Co- Chair)
2008-11	Fulbright Screening Committee
2008	Top Ten Scholars Committee
2007-08	Learning For Life Initiative in the Liberal Arts (Co- Chair)
2007-10	College coordinator, Wallace G. Kay Undergraduate Essay Competition
2006-10	Board of Officers, Phi Kappa Phi Honor Society Chapter 159 (President, 2007-08)
2006	Judge, Wallace G. Kay Undergraduate Essay Competition
2005-06	Faculty Senate Grievance Committee (Chair)
2004-05	Faculty Senate Grievance Committee
2001	"Discover BSU" Philosophy Dept. representative

- **College of Arts and Sciences**

2010-11	NEH Summer Stipend Review Committee
2009	Dean's Evaluation Committee
2008	Promotion and Tenure Committee

2008 Honors and Awards Committee (jointly w/ S. Crowley)
2008 Curriculum Committee
2007-08 Promotion and Tenure Guidelines Revision Committee
2007 Dean's Evaluation Committee
2005 Top Ten Scholars Committee
2004 Promotion and Tenure Committee
2001-06 Mini-Development Grant Committee (Chair, 2003-05)

- **Department of Philosophy**

2009-10 Tenure Progress Review Committee (Chair)
2007-08 Faculty Search Committee
2007 Tenure Progress Review Committee (Chair)
2005-06 Faculty Search Committee (Co-chair)
2005-09 Internship Coordinator
2001-08 Webmaster
2001-09 Academic advising coordinator
2001-08 Advisor to the Philosophy Club

- **Professional**

2011 Manuscript reviewer, Cambridge University Press
2009-11 Referee, *Journal of Value Inquiry*
2007 Manuscript reviewer, Oxford University Press
2007 Referee, *Florida Philosophical Review*
2007 Manuscript reviewer, Longman Publishing
2004-05 Referee, *Ancient Philosophy*
2003 Manuscript reviewer, Oxford University Press

- **Community**

2011 Invited consultant, St. Luke's Regional Hospital, examination of issues relating to payment of Institutional Review Board members
2010 Invited speaker, Syringa Networks Business and Technology Symposium, "The Importance of Ethics in the Workplace"
2008 Invited speaker, "Intellect and Faith" faculty panel (organized by English graduate students)
2007 "Job shadow" model for Forest Ridgeway, Centennial High School
2006 Invited speaker, Fettuccine Forum, City of Boise, "Corruption and Civic Duty: Why Good People Can Make Bad Leaders"
2005-17 Commissioner, City of Boise Ethics Commission (Chair, 2007-09)
2005 Invited speaker, Colloquium on Public Lands and Endangered Species
2004 Invited speaker, Western Region Conference of America's Second Harvest
2004 Invited speaker, Wendy Percifield's Honors Language Arts class, Kuna High School
2004 "Job shadow" model for Justin Ranger, Kuna High School (graduated *cum laude* from Boise State in May 2009, BA in Philosophy and Mathematics minor)
2002- Founding member, Aristotelian Society of Boise

PROFESSIONAL AFFILIATIONS

American Philosophical Association
Council of Colleges of Arts and Sciences

Esther Kaye Henry

271 North 3900 East, Rigby, ID 83442
(208) 745-6783
ehenry@sd251.org

Objective

Become a member of the Idaho Professional Standards Commission

Association And Community Involvement

- Merit Badge Counselor, BSA
- Jefferson County Fair participant
- Farm Bureau Talent Show Winner
- Church leadership, teaching, music
- Snake River Flood Relief volunteer
- Tutoring for remedial college English classes
- Alliance Canal weed control—20 years
- Jefferson Co. Ed. Assoc. Building Rep., 1993-1994
- JCEA V.P., 1995
- JCEA Pres. Elect, 1996; 2008
- JCEA President, 1997-1998; 2009-10
- JCEA Negotiations Team, 1994-1998
- JCEA Grievance Committee, chair—1999-2001
- JCEA Harmony Committee Member—10 years
- IEA Delegate Assembly Member—10 years
- IEA campaign worker for 1% Initiative, 2007

Teaching/ Professional Experience

English Teacher *1992 to Present*
Rigby High School, Rigby, Idaho

- Grades 10-12 remedial, regular, AP courses—20 years
- National Honor Society Advisor—9 years
- District English curriculum alignment committee--10 years
- School Improvement Committee, chair—4 years
- AP Institute participant—8 years
- Senior class advisor—5 years
- District principal selection committee member—5 years
- Textbook adoption committee—5 years
- 10-year accreditation committee chair—1998
- District Harmony Committee member—7 years
- Mentor teacher—10 years
- English Dept. chair—4 years
- Cooperating teacher for student teachers—7 years
- PSC member—4 years

Recognition/Awards:

- Jefferson County Teacher of the Year, 2002
- Who's Who Among American Educators—1995, 1996, 1997, 2001, 2003, 2008, 2010, 2012
- Marquis Who's Who in America, 2007
- Marquis Who's Who Among American Women, 2008
- Marquis Who's Who in the World, 2009

English Teacher *1985 - 1992*
Springville High School, Springville, Utah

Education

Master of Arts—Instruction and Technology *2004*
Western Governors University, Salt Lake City, Utah

National Board Certified Teacher—Adolescent/Young Adult Language Arts *2001*

Bachelor of Arts—English Education, Communications Minor *1985*
Brigham Young University, Provo, Utah

References

Included in file

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Angela D. Lakey-Campbell

P.O. Box 213 (70 N 5th Street)
Cambridge, Idaho 83610
(208)257-3612
mrslc@cambridge432.org

Objective Obtain position on Idaho State Professional Standards Commission

Summary Twenty-five years employment in public education. Instructional levels have ranged from eighth to twelfth grade. Administrative levels have ranged from sixth to twelfth grade. Coaching positions have ranged from grade school to head coaching positions in volleyball and basketball.

Teaching and Administrative Experience

Cambridge High School, Cambridge, Idaho **2000-Present**

Half-time Principal

*Completed and submitted appropriate reports to State Department of Education
*Administered and recorded discipline of students grade seven through twelve
*Interviewed, hired and evaluated teaching, para-professional, secretarial and janitorial staff
*Served as liaison between school district and community
*Facilitated staff development
*Developed class schedule

Half-time Teacher

*Taught courses in algebra, geometry, calculus, physics and integrated mathematics
*Participated in alignment of curriculum with state standards

Athletic Director, junior varsity and varsity volleyball coach

*Scheduled athletic competitions for junior high and high school teams
*Coordinated scheduling and payment of officials for athletic competition
*Coordinated travel for junior high and high school teams
*Completed and submitted appropriate reports to state activities association

Cambridge High School, Cambridge, Idaho **1989-2000**

Math/Science Teacher

*Taught courses in mathematics in grades eight through twelve and physical science

Athletic Director, Head girls= basketball coach, JV volleyball coach

*Scheduled athletic competitions for junior and high school teams
*Administered scheduling and payment of officials for athletic competition
*Coordinated travel for junior high and high school teams
*Completed and submitted appropriate reports to state activities association

Garden Valley High School, Garden Valley, Idaho **1988-1989**

Math Teacher, JV girls' basketball coach

*Taught math courses for grades seven through twelve

Cambridge High School, Cambridge, Idaho **1987-1988**

Math Teacher

*Taught math courses for grades nine through twelve, physics and computer programming

Education

B.S. in Mathematics, University of Idaho, Moscow, Idaho, 1986
MEd in Educational Leadership, Northwest Nazarene University, Nampa, Idaho, 2000
Ed Specialist in Educational Leadership, Northwest Nazarene University, Nampa, Idaho, 2012

Certification

Idaho standard secondary certification with endorsements in mathematics and physics (6-12)
Idaho administrative certificate, school principal (K-12)
Idaho State Technology Competency
Idaho State Comprehensive Literacy

Selected Related Experiences

*Girls= coaches representative to the Idaho High School Activities Association District III Board of Control, 1994 to 2006
*Chairman for Cambridge School District strategic planning committee from 2000 to present
*Judge for National FFA Organization proficiency award finals July 2002
*Lector and Eucharistic minister for Holy Rosary and St. Jude churches from 2000 to 2003
*Parish Council member for Holy Rosary Mission, Cambridge, Idaho from 2000 to 2003
*President of the Cambridge Commercial Club (Chamber of Commerce) 2003 to 2005
*Treasurer of the Cambridge Commercial Club January 2006 to 2008
*Professional Standards Commission new teacher preparation committee

Conferences and Training

Teaching for Intelligence Conference, San Francisco, California, April 1999
Data, Not Guesswork Conference, Boise, Idaho, June 2000
Principal=s Academy, Big Sky, Montana, June 2000
Reasonable Suspicion training, November 2000
Train the Trainer workshop in implementing ICAT videos, December 2001
Curriculum Designer Leadership Academy, San Diego, California, February 2002
Project Leadership, November 2003 to 2006
Five-Day Grantsmanship Center Training Program
Leaders of Learners, December 2005 to 2007
Crucial Conversations, June 2006
Love and Logic, August 2008
Love and Logic Parent Facilitator Training 2010
Network of Instructional School Leaders 2012 to present
Danielson Framework for Teaching Train the Trainer 2012 to present

Professional Affiliations

Idaho State Coaches= Association
Idaho Association of School Administrators
National Association of Secondary School Principals
Northwest Professional Educators

Administrative Accomplishments

*Implemented homeroom for grades 7-12
*Increased parent/teacher conference attendance to ninety-four percent
*Decreased discipline referrals from 124 students with 154 occurrences to 53 students with 62 occurrences from 2001-02 first semester to 2002-03 first semester
*Idaho Safe and Drug Free Schools Competitive Grant to fund half-time school resource officer
*Secured funding for and implemented PLATO software for credit recovery
*Implemented Idaho Digital Learning Academy for adult learners, credit recovery and enhancement of curriculum
*School approved with Merit Status when accredited during 2003-04 school year.

*Implemented Power of I grading system 2008-09 to present

Charlotte McKinney

644 Wall Creek Road. 208-926-4676
Clearwater, ID 83552 mckinneyc@sd244.org

Position Sought:

A position on the Professional Standards Commission

Professional Qualifications:

Experienced working with students in classroom and non classroom situations

- Managed a staff up to 100 people
- Actively involved with local community and students
- Proven organizational skills
- Elected and appointed various positions for several community and professional organizations

Education:

Lewis-Clark State College — Lewiston, ID
PACE secondary teaching endorsements — 2009
Passing Praxis scores-Social Studies, History, English, Completed the required courses for secondary certification

The Ohio State University — Columbus, OH
B.A. Communications — 1995
President Griffin Honor Society, Dean's List, Emerge Program for returning adult students, Cultural Optimist Club, Mentoring program for 'at-risk' elementary/middle school students

Experience:

Clearwater Valley High School — Kooskia, ID
Teacher — Aug 2010 to present
Classroom English teacher. As the one of the Title I teachers I work closely with other teachers and parents to help with struggling students be successful. Various school activities including Health Council, Anti-Bulling, Fundraising and after school tutoring

Clearwater Valley High School — Kooskia, ID
Plato Aide — August 2004 to August 2010
Credit recovery and online courses not offered at the school. Program administrator for PLATO

Lifework — Prospect, OH
Vocational Rehabilitation Counselor — November 1999 to February 2002
Assisted injured workers on re-entering the workforce; Assessed each client needs and matched skills and abilities with jobs; Dealt with employers on hiring and job applications in addition to tax credits;

References: Available upon request

Lourene Praeder

3770 E. 200 N.
Rigby, Idaho 83442
208-521-8376

Education	Masters in Learning and Technology; Western Governor's University (WGU), Salt Lake City. Idaho State University, (1/1983-5/1989) obtained Bachelor of Arts degree with honors, majored in secondary education with endorsements in Mathematics and Social Sciences. Have taken the following computer languages: Fortran, Pascal, Basic, and Visual Basic. Other computer skills include Microsoft Works, PowerPoint, Excel, Access, and various other programs. I have received a technology certification from the State of Idaho. Classes taken since receiving BA, but before entering into Masters program: Math Education Sec from BYU; Pre-Calculus & Math 810 from Portland State; Dynamic Geometry/problem solving & Data driven math from University of Idaho; Intro to statistics, special topics/math from Idaho State University. Had 64 credits beyond my BA, then took masters classes, currently have 36 more credits beyond my MA, including the MTA course required by the State of Idaho.
Teaching Exp.	Teaching secondary math at Rigby High School in Rigby, Idaho (1998-current). Previous experience includes substitute teaching for 20 years within the Rigby school district #251, one to three years teaching at Bonneville H.S., Ririe H.S., and summer school at Skyline HS. I have taught general math, Pre-Algebra, Algebra I & II, Geometry, Pre-Calculus, Dual Enrollment and regular Statistics, AP and Dual Enrollment Calculus, and Trigonometry.
Professional	Membership includes: Idaho Education Association where I am currently the President of Region 6 and have been a member of the HCR committee for many years, Jefferson County Education Association where I am currently filling several committee appointments and have been president for 2 years along with other positions, Idaho

Council of Teachers of Mathematics where I am currently a board member, National Council of Teachers of Mathematics, I have served on various state committees on alignment of curriculum, I have served on a national committee with ETS (Educational Testing Service) working on the math praxis exam.

Personal	Enjoy a personal home computer, finding information on the internet, gardening, sewing, and hiking, horseback riding, dancing, bicycling, playing piano, and listening to music.
References	Available upon request.

Alison Hauri
3511 W Hill Rd, Boise, ID, 83703
Residence: (716) 316-3662
alih2621@gmail.com

OBJECTIVE

To obtain on the Professional Standards Commission.

CERTIFICATION

Idaho State Teaching Certificate in Elementary/ Special Education
New York State Certificate in Elementary Education (1-6) Certificate No; 1287173
New York State Certificate in Special Education - Certificate No: 1287173
State of Maryland Certified Educator ID No.: 30-2091

EDUCATION

D'Youville College, Buffalo, NY
Masters of Education in Elementary in August of 2007.
Master of Education in Special Education in August of 2007

Bachelors of Science in Interdisciplinary Studies with dual minors in English and Spanish - May of 2006.

West Valley Central School, West Valley, NY
High School, New York State Regents Diploma 2002

TEACHING EXPERIENCE

Morley Nelson Elementary School Boise, ID 2010-Present
Resource room teacher in grades Kindergarten to Third grade. Creating Individual Education Plans for children with various abilities ranging from children on the autism spectrum to children with specific learning disabilities. Delivering Idaho State Curriculum at various grade levels while accommodating materials to best fit the needs of individual students within the general education classroom and the resource room. Motivating students to succeed and continue to establish positive working relationship with all teachers and support staff.

Involved in various activities through out the school such as:

- Forever Learning Youth Club instructor- Yoga facilitator for fifth and sixth grade students.
- Problem Solving Team member

Hamilton Elementary Middle School P.S. 236, Baltimore, MD 2007- 2010

Second grade classroom teacher in a multicultural inclusion modeled classroom. Creating lessons derived from the Maryland Voluntary State Curriculum Standards with a focus in English/ Language Arts, Mathematics, Science, Social Studies and Health. Creating daily routines and procedures that establish a positive classroom culture providing students with the ability to be self monitoring.

Involved in various activities through out the school such as:

- Co-Sponsored the G.E.M.S. (Girls Empowerment of Motivation and Self Worth)- A girls group that mentors young ladies in grades 6-8 to build self worth and decision making skills. We create opportunities for the ladies to do community service, discuss difficult issues that they face in daily life, and participate in team building activities.
- An active member of the School Improvement Team, Achievement Team, and Green Team
- Maryland State Assessment Academy and Saturday School Teacher of multiple grade children 2nd to 4th
- Workshop facilitator for Social Studies Works, a professional development for teachers in grades 1-6
- Workshop facilitator for Literacy workshops to integrate social studies into daily literacy programs.

STUDENT TEACHING EXPERIENCE 2007

Northwood Elementary, West Seneca, NY
Experienced the teaching environment in a 6:1:1 classroom setting. The students in the classroom ranged in age from 11-13 with a multitude of disabilities including Autism, Emotional/ Behavioral disorder, Prater Willie syndrome and multiple physical disorders. The curriculum focused around life skills with various introductions to core subjects such as money, language, and completion of directions.

D'Youville Porter Campus P.S. 3, Buffalo, NY
Experienced the teaching environment in a third grade classroom. The classroom is a multicultural environment with students of various backgrounds. The curriculum focuses around the New York state standards teaching English Language Arts, Mathematics, Science, Social Studies and Reading while managing the daily routine provided great opportunities to learn and establish strategies for the future. The placement in the multicultural environment provided many situations to work with students from bilingual backgrounds primarily Spanish.

WORK EXPERIENCE

Cradle Beach Camp, **Angola, NY** 2005 - 2007
Camp Counselor
Provided a safe, supervised environment for economically disadvantaged and disabled children who usually would not be able to afford or attend other "typical" summer camps. The ages of the children range from 9-15 with a multitude of disabilities including Down syndrome, Autism, Emotional and Behavioral disorders, and multiple physical disorders. Leading the cabin groups

expanded my leadership and motivational abilities to perform under pressure with quick efficient responses.

League for the Handicapped, Preschool Learning Center, 2004
Springville, NY
Personal Aid
Supported a 6 year old boy with Cerebral Palsy to adapt within an inclusion classroom, while adapting to a multitude of equipment such as a wheelchair, stander, two separate walkers, and therapy balls, while learning

- Color Recognition
- Alphabet and Phonics
- Toilet Training
- Feeding Independently
- Independent Play

COMMUNITY AFFILIATIONS

- Basketball Coach for the 5th and 6th Grade Boys team at Morley Nelson 2013
- IEA Education Excellence Task Force Member 2012
- Delegate Assembly Member BEA 2011-2012
- Skating Association for the Blind and Handicapped, SABAH, Volunteer, Buffalo, New York, 2007
- Student Association Senator, Sophomore and Junior Senator, D’Youville College 2003-2005

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Patricia A. Jessup
P.O. Box 9103
Moscow, ID 83843
208-310-3035
jessup.patricia@gmail.com

WORK HISTORY

High School Teacher/Special Education Case Manager
Moscow High School, Moscow, ID 2009-Present

- Develop organizational systems to insure compliance with policies and procedures
- Supervise and lead students to meet goals
- Execute multiple programs simultaneously for at-risk students
- Collaborate and maintain good working relationships with students, parents, administrators, colleagues, student services, and district personnel
- Foster a climate of respect and appreciation for all aspects of diversity
- Manage high stress and conflict situations effectively and efficiently
- Establish goals, objectives, and strategies for 20+ programs annually
    - Evaluate programs, assess progress towards goals, report results
    - Coordinate and lead meetings with administrators, colleagues, students, and parents

Program Coordinator
Washington State University, Pullman, WA 2006-2009

- Coordinated and managed daily operations surrounding scholarship processes and cultivation of scholarship donors
- Independently oversaw the production of student-oriented publications projects
- Established strategic goals and implemented strategies and tactics related to student communication
- Coordinated in-class speaking engagements by working with alumni, volunteers, donors, business leaders, and College faculty

Department Chair/Special Education Case Manager/High School Teacher/Event Coordinator
Petaluma City Schools, Petaluma, CA 2000-2006

- Began teaching career in 2000 and became Department Chair 2003
- Aligned department curriculum with state educational standards
- Oversaw 170+ special education caseloads annually
- Managed department budget and monitored expenditures
- Made staffing and scheduling recommendations
- Established goals, objectives, and strategies for 35+ programs annually
- Created, organized, implemented, and evaluated monthly social events
- Met budget constraints or generated revenue for social events
- Recruited and oversaw volunteers for social events

Student and Intern 1994-2000

- Sonoma State University (Teaching Credential)
- Pacifica Graduate Institute (Counseling Psychology Coursework)
- Internships while pursuing education
    - Petaluma High School (Teacher)
    - Pine Crest Elementary School (Teacher)

- Catholic Charities (Family Counselor)
- Project Recovery (Drug and Alcohol Rehabilitation Counselor)

WORK HISTORY (continued)
Assistant to the Vice President for University Relations
University of San Francisco, San Francisco, CA 1989-1994

- Established and maintained daily administrative operations
- Coordinated calendar and scheduled multiple meetings and events
- Organized and supervised division budget meeting fiscal constraints
- Trained, supervised, and evaluated classified and student employees
- Primary point of contact for all internal and external communities while building and maintaining good relations

Systems Associate
Bank of America, Concord, CA 1987-1989

- Created, tested, and implemented project development
- Monitored intricate details of project development
- Supervised team coordination
- Facilitated communication and problem resolution between project teams

EDUCATION

- 2006 Cross-cultural Language and Academic Development Certificate
- 2003 Special Education Credential Level II, Sonoma State University
- Coursework towards M.A. in Counseling Psychology, Pacifica Graduate Institute
- 1987 B.S. Business Administration in Management, San Francisco State University
  - Graduated *Cum Laude and Outstanding Management Student*

PROFESSIONAL ACTIVITIES AND DEVELOPMENT

- Sexual Harassment Workshop Trainer and Appeal Panel Member
- WASC Assessment and Accountability Committee
- WASC Leadership Committee
- Management Bargaining Team for negotiations with International Union
- Administrative Staff Handbook Task Force
- Technology Trainer for Microsoft Office Suite, PowerPoint, Explorer
- University Wellness and Fitness Committee
- University-Wide Review Panel for Mission Statement

Virginia L Welton

3006 W. Broadmoore
Drive Hayden,Idaho
208-691-3561
vwelton@cdaschools.org

Summary

I have 18 years experience in teaching students with severe disabilities. I keep updated with new and innovative teaching methods, as well as, best practices to enhance my teaching methodology. I have worked with the State Department of Education, Special Education to create and update the Idaho Alternate Assessment for the past 7 years.

Objectives

I am interested in applying for the position of serving on the Idaho Professional Standards Commission.

Education

California State University, Long Beach
Califofnia State university, Long Beach, Long Beach, California
Graduated: May 2002
Grade: Bachelors Degree
Teaching Credentials: General Education K-8, Severely Handicapped K-12

Employment History

September 2003 – Present: Exceptional Child Teacher
6-8 Company: Coeur D'Alene School Disdivict
Coeur D'Alene, Idaho
Individualized insdivuction of 13-18 students with a variety of disabilities
Implement and run all IEP meetings
Work with general education teachers on best practice methods for mainsdiveamed students
Schedule and manage 8 staff members
Create, implement and score teaching materials and assessments for the Idaho Alternate Assessment
Write grants to purchase materials that will enhance the learning of all students

Hobbies & Interests

I enjoy helping my sons Boy Scout Troop as the "Board of Review" leader I run the snack bar for Coeur d'Alene High School, I love to ride horses and I enjoy reading.

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Heather I.D. Van Mullem
500 8th Avenue, Lewiston, ID 83501
(208) 792-2781 (o)
hivanmullem@lcsc.edu

Education —

Post-Doctoral Graduate Work: Emphasis in Philosophy of Sport
University of Idaho, Moscow, ID – 2007-2009

Doctor of Philosophy in Education: Sport Studies
University of Kansas, Lawrence, KS – 2005
Specialization: Psychology/Sociology of Sport
With Honors: Awarded on Comprehensive Exams (2003) and Dissertation (2005)
Graduate Studies Certificate: Women's Studies (2003)

Masters of Science in Kinesiology: Emphasis in Teaching/Coaching
Humboldt State University, Arcata, CA - 2001

Bachelor of Science in Physical Education: Emphasis in Sports Medicine
Eastern Washington University, Cheney, WA – 1999

Associate of Arts: General Studies
Green River Community College, Auburn, WA - 1997

Administrative Appointments ---

Lewis-Clark State College – Lewiston, ID
Division Chair, Education – July 2012 to Present.

Academic Appointments —

Lewis-Clark State College – Lewiston, ID
Tenured – April 2010.
Associate Professor in Health and Kinesiology – May 2009 to Present.
Assistant Professor in Health and Kinesiology – January 2006 to May 2009.
Visiting Assistant Professor in Health and Kinesiology – August 2005 to December 2005.

Lindenwood University – Saint Charles, MO
Adjunct Instructor in Health & Fitness Sciences Graduate Program – Fall 2011, 2012.

Humboldt State University – Arcata, CA
Lecturer in Kinesiology and Recreation Administration – Spring 2010.
Graduate Teaching Assistant in Kinesiology and Recreation Administration – 2000-2001.

Washington State University – Pullman, WA
Adjunct Instructor in Sport Management – Summer 2006.

University of Kansas – Lawrence, KS
Graduate Teaching Assistant in Health, Sport, and Exercise Sciences – August 2001 to May 2005.

Publications —

Refereed –

Van Mullem, H., Sterling, L., and Peck, A. (in press). *Accurate representation?: An analysis of media guide images of female college athletes competing at the NCAA division-II, NCAA division-III, and NAIA levels.* The Journal of Contemporary Athletics, 7(4), online.

Sterling, L.K., Pratt-Hyatt, J., & **Van Mullem, H.** (2011). *Pro sport: Ticket to a better life or perpetuating poverty?* The Counseling Interviewer, 43, 19-25.

Stoll, S.K. & **Van Mullem, H**. (2010). *Women coaching women: A model for sports(wo)manship?* National Association of Girls and Women in Sport Inclusion and Social Justice Paper Series (online).

Van Mullem, H. & Stoll, S.K. (2009). *Why hazing is NEVER acceptable: A position paper*. National Association of Girls and Women in Sport Inclusion and Social Justice Paper Series (online).

Van Mullem, H. (2009). *Women in sport: Playing by the unwritten rules*. National Association of Girls and Women in Sport Inclusion and Social Justice Paper Series (online).

Sterling, L.K., Dimmett, E.K., and **Van Mullem, H.** (2009). *Crisis on the court: The psychological pain of career-ending athletic injuries*. The Counseling Interviewer, (41)2, 10-15.

Van Mullem, H. (2008, Vol. 16). *Training the total athlete: Integrating the subjective experience*. Western Society Monograph Series.

Non-Refereed –

Van Mullem, H. & Taylor, G. (2012). *Examining for Gender Stereotypes in Children's Sport-Themed Literature: A Teaching Activity*. The Journal of Kinesiology & Wellness/Western Society Review (online).

Van Mullem, H., Sterling, L.K., & Peck, A. (2012). *Accurate Representation?:An Examination of Media Guide Images of Female College Athletes Competing at the NCAA Division-II, NCAA Division-III, and NAIA Levels*. University of Washington Center for Leadership in Intercollegiate Athletics Working Paper Series (online).

Van Mullem, H. & Sterling, L.K. (2011). *"What's in your bag of tricks?": Tips and techniques for engaging students in a sport psychology class.* Western Society Review (9th ed.).

Van Mullem, H. & Van Mullem, P. (2011, Spring). *Why do Idahoan's play?* Idaho Journal of Health, Physical Education, Recreation, and Dance, 26-28.

Van Mullem, H. & Van Mullem, P. (2010). *Rethinking the lecture*. Western Society Review (8th ed.).

Sterling, L.K., **Van Mullem, H.,** & Wade, H.L. (2010). *Down but not an outsider: Ideas for coaches on how to support injured athletes*. Western Society Review (8th ed.).

Sterling, L. & **Van Mullem, H.** (2009). *Collaborating with parents for a positive season: Ideas for young coaches*. Western Society Review (7th ed.).

Van Mullem, P., **Van Mullem, H**., and Stoll, S.K. (2008). *How to avoid the pitfalls and fallacies of hiring "the good coach."* Western Society Review (6th ed.).

Van Mullem, P., **Van Mullem, H.**, and Stoll, S.K. (2007). *Making coaching a healthy profession*. Western Society Review (5th ed.).

Scholarly Writing in Progress —

Van Mullem, P., **Van Mullem, H**., and Stoll, S.K. (in progress). Collaboration Online: Using a Wiki Page to Teach Sport Philosophy. Manuscript will be submitted for publication in the *Journal of Kinesiology and Wellness.*

Grants —

Van Mullem, H. (2012). Institutional Development Grant, Lewis-Clark State College, Awarded $1,210.

- Funding to take students to Idaho Alliance for Health, Physical Education, Recreation and Dance Conference in Boise, ID.

Van Mullem, H. (2012). Faculty Development Grant, Lewis-Clark State College, Awarded $600.

- Funding to travel to North American Society for Sport Management Conference in Seattle, WA.

Van Mullem, H. (2011). Institutional Development Grant. Lewis-Clark State College, Awarded $1,500.

- Funding to take students to Western Society for Kinesiology and Wellness Conference in Reno, NV.

Van Mullem, H. (2011). Institutional Development Grant. Lewis-Clark State College, Awarded $1,000.

- Funding to take students to Idaho Alliance for Health, Physical Education, Recreation and Dance Conference in Pocatello, ID.

Van Mullem, H. (2010). Institutional Development Grant, Lewis-Clark State College, Awarded $1,100.

- Funding to take students to Idaho Alliance for Health, Physical Education, Recreation and Dance Conference in Boise, ID.

Van Mullem, P. & **Van Mullem, H.** (2009). *The Education of a Successful Coach*. Research Consortium of the American Alliance for Health, Physical Education, Recreation and Dance, Requested $5,160. Not funded.

- Funding requested to conduct qualitative research project.

Van Mullem, H. (2009). Faculty Service Learning Planning Grant, Lewis-Clark State College, Awarded $200.

- Funding to benefit Lewis-Clark State College Girls & Women in Sports Day event.

Van Mullem, H. (2009). Institutional Development Grant, Lewis-Clark State College, Awarded $575.

- Funding to take students to Idaho Alliance for Health, Physical Education, Recreation and Dance Conference in Moscow, ID.

Van Mullem, H. (2008). Faculty Development Grant, Lewis-Clark State College, Awarded $696.

- Funding to travel to American Alliance for Health, Physical Education, Recreation and Dance Convention in Tampa, FL.
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VanClief, B., Botha, M., **Van Mullem, H.,** Preston, K., Dinning, L., Peck, A. & Gil, V. (2008). Institutional Development Grant, Lewis-Clark State College, Awarded $5,000.

- Funding to take students to American Alliance for Health, Physical Education, Recreation and Dance Convention in Tampa, FL.

Van Mullem, H., Botha, M. & VanClief, B. (2008). Institutional Development Grant, Lewis-Clark State

College, Awarded $2,000.

- Funding to take students to Idaho Alliance for Health, Physical Education, Recreation and Dance Conference in Pocatello, ID.

Van Mullem, H. (2007). Faculty Development Grant, Lewis-Clark State College, Awarded $1,350.

- Funding to attend Southwest District Alliance for Health, Physical Education, Recreation and Dance Conference in Hawaii.

Van Mullem, H. (2007). Institutional Development Grant, Lewis-Clark State College, Awarded $1,415.

- Funding to take students to Idaho Alliance for Health, Physical Education, Recreation and Dance Conference in Boise, ID.

Van Mullem, H., Botha, M., Beamer, K. & Glick, E. (2007). Institutional Development Grant, Lewis-Clark State College, Awarded $5,000.

- Funding to take students to American Alliance for Health, Physical Education, Recreation and Dance National Convention in Fort Worth, TX.

Van Mullem, H. (2007). Institutional Development Grant, Lewis-Clark State College, Awarded $600.

- Funding to hold inaugural Girls and Women in Sports Day at Lewis-Clark State College.

Van Mullem, H. (2006). Faculty Development Grant, Lewis-Clark State College, Awarded $1,450.

- Funding to attend American Alliance for Health, Physical Education, Recreation and Dance National Conference in Baltimore, MD.

Van Mullem, H. (2006). Institutional Development Grant, Lewis-Clark State College, Awarded $2,000.

- Funding to take students to Northwest/Southwest District American Alliance for Health, Physical Education, Recreation and Dance Convention in Reno, NV.

Van Mullem, H. (2005). Faculty Development Grant, Lewis-Clark State College, Awarded $965.

- Funding to attend American Alliance for Health, Physical Education, Recreation and Dance National Conference in Salt Lake City, UT.

Presentations —

Scholarly

International

Sternod, B. & **Van Mullem, H**. (2012). “Cultural Responsiveness in Physical Education: Taking Action and Embracing Student Diversity.” International Globalization, Diversity, and Education Conference, Vancouver, WA.

National

Van Mullem, P. & **Van Mullem, H.** (2012). “Teaching Sport Ethics: One Perspective.” North American Society for Sport Management Conference, Seattle, WA.

Van Mullem, H. & Sterling, L. (2012). “’Look Who’s Playing!”: Planning and Implementing Sport and Physical Activity Clinics to Celebrate National Girls and Women in Sports Day.” Poster Session at the Title IX at 40 National Conference, Ann Arbor, MI.

Van Mullem, P. & **Van Mullem, H.** (2012). “Coaching Education: How Winning Coaches Learn to Coach.” American Alliance for Health, Physical Education, Recreation and Dance National Convention, Boston, MA. (Accepted; Convention cancelled)

Van Mullem, H. (2012). “’Hoopin’ It Up’: Basketball, Life, and American Indian Female

Athletes." NAGWS Poster Session at the American Alliance for Health, Physical Education, Recreation and Dance National Convention, Boston, MA. (Accepted; Convention cancelled)

Van Mullem, H., Sterling, L. & Peck, A. (2011). "Pictures of Progress: Media Guide Images of Female Student Athletes at the NCAA Division-II, NCAA Division-III, and NAIA Levels." Poster session at Tucker Center Conference on Girls & Women in Sport: Creating Change, Minneapolis, MN.

Sterling, L. & **Van Mullem, H.** (2011). "'Who's Got Spirit?': Implementing a Team Spirit Point Championship in a Sport Psychology Course." Poster Session at Association for Applied Sport Psychology National Conference, Honolulu, HI.

Van Mullem, P. & **Van Mullem, H.** (2011). "Learning to Become a Coach: Past, Present, and the Future." American Alliance for Health, Physical Education, Recreation and Dance National Convention, San Diego, CA.

Van Mullem, H., Sterling, L. & Peck, A. (2010). "Accurate Representation?: Media Guide Images of Female College Athletes." American Alliance for Health, Physical Education, Recreation and Dance National Convention, Indianapolis, IN.

Van Mullem, H. & Stoll, S.K. (2009). "Am I a Racist? A Sexist? Loaded Questions to Consider." American Alliance for Health, Physical Education, Recreation and Dance National Convention, Tampa, FL.

Van Mullem, H. & Sterling, L. (2009). "Coaching the Pregnant Student-Athlete: Navigating the Issues." NAGWS Poster Session at the American Alliance for Health, Physical Education, Recreation and Dance National Convention, Tampa, FL.

Sterling, L. & **Van Mullem, H.** (2008). "Professional Sport Aspirations and Athletic Identity of NCAA Division-II and NAIA Student-Athletes." Poster Session at Association for Applied Sport Psychology National Conference, St. Louis, MO.

Van Mullem, P. & **Van Mullem, H.** (2008). "The Ethical Responsibility of an Interscholastic Athletic Director." Southwest District/Hawaii Alliance of Health, Physical Education, Recreation and Dance Convention, Waikoloa, HI.

Van Mullem, H. & Robinson, C. (2008). "Adults Perceived Barriers to Exercise." Southwest District/Hawaii Alliance of Health, Physical Education, Recreation and Dance Convention, Waikoloa, HI.

Sterling, L. & **Van Mullem, H.** (2008). "'Going Pro?' Student-Athletes and Professional Sports Career Anticipation." Poster Session at Northeast Atlantic Sport Psychology Conference, Philadelphia, PA.

Van Mullem, H. (2004). "Notable American Indian Female Athletes." NAGWS Student Poster Session at American Alliance for Health, Physical Education, Recreation and Dance National Conference, New Orleans, LA.

Van Mullem, H. (2003). "Issues Facing American Indian Athletes." NAGWS Student Poster Session at American Alliance for Health, Physical Education, Recreation and Dance National Conference, Philadelphia, PA.

Van Mullem, H. (2002). "Gender Bias in the Evaluation of Intercollegiate Coaches." Poster Session at National Girls and Women in Sports Day Conference, Shreveport, LA.

Regional

Van Mullem, H., Casten, C., Shimon, J., & Slack, J. (2012). "Perceptions and Experiences of Being a Professional in Academia: Teaching in Higher Education (Panel)." Western Society for Kinesiology & Wellness, Reno, NV.

Van Mullem, P., **Van Mullem, H.,** Grant, T., & Stoll, S. (2012). "Enhancing Learning Through Technology: A Collaboration Project Using Wiki Pages." Western Society for Kinesiology & Wellness Conference, Reno, NV.

Van Mullem, H. & Sterling, L. (2012). "'Livin' The Good Life!: Incorporating Health and Wellness Into Our Busy Lives." Western Society for Kinesiology & Wellness Conference, Reno, NV.

Van Mullem, H. & Sterling, L. (2012). "'I Like to Move It, Move It': Tips & Strategies for Planning a Successful Girls & Women in Sports Day Event At Your School." Western Society for Kinesiology & Wellness Conference, Reno, NV.

VanClief, B., Botha, M., Mason, S., **Van Mullem, H**., & Wiggin, L. (2012). "The Etiquette Banquet – A Nutrition Unit's Grand Finale A'la Mode." Northwest District of the American Alliance of Health, Physical Education, Recreation, and Dance Convention, Bozeman, MT.

Van Mullem, H. (2012). "See It, Believe It, Do It!: Using Imagery as a Mental Performance Enhancement Tool." Northwest District of the American Alliance of Health, Physical Education, Recreation, and Dance Convention, Bozeman, MT.

Van Mullem, H., Lawrence, D., Maeda, H. & Stoll, S. (2011). "Coaching: Is It For You?" (Panel Facilitator). Western Society for Kinesiology and Wellness, Reno, NV.

Park, R., **Van Mullem, H**., Nagel, M. & Rickel, K. (2011). "Role of Sport Management in the Kinesiology Department (Panel)." Western Society for Kinesiology and Wellness, Reno, NV.

Van Mullem, H. & Taylor, G. (2011). "Examining for Gender Stereotypes in Children's Sport-Themed Literature: A Teaching Activity." Western Society for Kinesiology and Wellness, Reno, NV.

Van Mullem, H. & Van Mullem, P. (2011). "Coaching Perspective: How Winning Female Coaches Define Success in Coaching." Western Society for Kinesiology and Wellness, Reno, NV.

Van Mullem, H. & Sterling, L. (2010). "'What's in Your Bag of Tricks?': Tips & Techniques for Engaging Students in a Sport Psychology Class." Western Society for Kinesiology and Wellness, Reno, NV.

Presentations continued —

Caplan, C., Stoll, S., & **Van Mullem, H.** (2010). "Coaching Education: What is the Future? (Panel)." Western Society for Kinesiology and Wellness, Reno, NV.

Sather, B., **Van Mullem, H.,** Van Mullem, P., Stoll, S., & Gonzalez, E. (2010). "Hot Topic: Are Universities Effectively Preparing Students for the Profession? (Panel)." Western Society for Kinesiology and Wellness, Reno, NV.

Sterling, L., **Van Mullem, H.** & Wade, H. (2009). "Down but not an Outsider: Ideas for Coaches on How to Support Injured Athletes." Western Society for Kinesiology and Wellness Conference, Reno, NV.

Van Mullem, P., **Van Mullem, H.** & Stoll, S.K. (2009). **"**Servant Leadership: Developing Excellence." Northwest District/Montana American Alliance for Health, Physical Education, Recreation and Dance Convention, Missoula, MT.

Sterling, L. & **Van Mullem, H.** (2008). "Collaborating with Parents for a Positive Season: Ideas for Young Coaches." Western Society for Kinesiology and Wellness Conference, Reno, NV.

Van Mullem, P., **Van Mullem, H.**, & Stoll, S.K. (2006). "Making Collegiate Coaching a Healthier Profession." Western Society for Kinesiology and Wellness Conference, Reno, NV.

State

Van Mullem, H. & Sterling, L. (2012). "Moving Forward: Graduate School Application Strategies." Idaho Association of Health, Physical Education, Recreation, and Dance Conference, Boise, ID.

Van Mullem, H. & Sterling, L. (2012). "Pioneering Women in Sport: Honoring Those Who Came Before Us." Idaho Association of Health, Physical Education, Recreation, and Dance Conference, Boise, ID.

Van Mullem, H. (2011). "Coaching for Success: Building Confidence in Your Student-Athletes." Idaho Association of Health, Physical Education, Recreation and Dance Conference, Pocatello, ID.

Greer, R. & **Van Mullem, H.** (2011). "Beyond the X's and O's: Factors Contributing to Success in Coaching." Idaho Association of Health, Physical Education, Recreation and Dance Conference, Pocatello, ID.

Earles, L. & **Van Mullem, H.** (2011). "Observer as Participant: Negotiating the Dual Identity in Qualitative Field Research." Lewis-Clark State College Research Symposium, Lewiston, ID.

Van Mullem, H. & Sterling, L. (2010). "'Getting Back:' Coaches Roles in Athlete Rehabilitation." Idaho Association of Health, Physical Education, Recreation and Dance Conference, Boise, ID.

Van Mullem, H. & Sterling, L. (2010). "'It's Supposed to be About the Kids, Right?!': Ways to Build Positive Relationships Between Young Coaches and Parents." Idaho Association of Health, Physical Education, Recreation and Dance Conference, Boise, ID.

Van Mullem, H. (2009). "Using Girls and Women in Sports Day to Engage Students in Service Learning." Idaho Association of Health, Physical Education, Recreation and Dance Conference, Moscow, ID.

Van Mullem, H. & Van Mullem, P. (2009). "Why Do Idahoans Play?" Idaho Association of

Health, Physical Education, Recreation and Dance Conference, Moscow, ID.

Van Mullem, H. & Peck, A. (2009). "Content Analysis of Images on Media Guide Covers of Female Student-Athletes Competing at the NCAA Division-II, NCAA Division-III, and NAIA Levels." Lewis-Clark State College Research Symposium, Lewiston, ID.

Sterling, L. & **Van Mullem, H.** (2008). "I'm Going to be a Pro Athlete: Practical Tools for Coaches on How to Create Reality Without Crushing Dreams." Idaho Association of Health, Physical Education, Recreation and Dance Conference, Pocatello, ID.

Van Mullem, H. (2007). "A Day in the Life of a Sport Ethnographer." Idaho Association of Health, Physical Education, Recreation and Dance Conference, Boise, ID.

Van Mullem, H. (2007). "Developing Successful Imagery Skills in Student-Athletes." Idaho Association of Health, Physical Education, Recreation and Dance Conference, Boise, ID.

Van Mullem, H. (2006). "Creating a Positive Mental Environment for Student-Athletes." Idaho Association of Health, Physical Education, Recreation and Dance Conference, Kimberly, ID.

Van Mullem, H. (2005). "A Season on the Kaw: The Role of Basketball in the Lives of American Indian Women." Idaho Association of Health, Physical Education, Recreation and Dance Conference, Eagle, ID.

Invited

Van Mullem, H. (2012). "Pioneering Women in Sport: Honoring Those Who Came Before Us." Lewis-Clark State College Women's History Month Presentation, Lewiston, ID.

Van Mullem, H. (2011). "'Hoopin' It Up': Basketball, Life & American Indian Female Athletes." Lewis-Clark State College Native American Awareness Week and Women's History Month Co-Presentation, Lewiston, ID.

Van Mullem, H. (2010). "Title IX." SS 350: Women and the 20th Century Course, Lewiston, ID.

Van Mullem, H. (2010). "'We Got Next?': Women in Coaching and Athletic Leadership Positions Post Title-IX." Lewis-Clark State College Women's History Month: Brown Bag Lunch Discussions, Lewiston, ID.

Van Mullem, H. (2008). "Training the Total Athlete: Integrating the Subjective Experience." Dr. G. Arthur Broten Young Scholars Program Award invited presentation at the Western Society for Kinesiology and Wellness Conference, Reno, NV.

Van Mullem, H. (2006). "Health and Wellness for the Busy Student." Lewis-Clark State College Native American Student Educational Leadership Retreat, Plummer, ID.

Van Mullem, H. (2006). "Managing Stress in the Office." IDALS Conference, Lewiston, ID.

Journal Review —

The Journal of Kinesiology & Wellness; Editor – 2011-Present.

PHENex (Physical & Health Education Academic) Journal; Article Reviewer – 2010-Present.

Textbook Review —

Greenberg, J. *Comprehensive stress management* (11th ed.). Boston, MA: McGraw Hill – 2009.

Courses Taught —

Lewis-Clark State College – Lewiston, ID

KIN 266: Skill/Analysis Volleyball/Softball
KIN 348: Sports Medicine
KIN 399: Research Assistantships
KIN 410: Sport Psychology
KIN 420: Socio-cultural Aspects of Sport
KIN 425: Moral Reasoning in Sport
KIN 486: Organization/Administration of Health, PE, Athletics, and Recreation
KIN 487: Sport Administration
KIN 488: Sport Facilities/Event Management
KIN 492: Leadership in Health & Kinesiology
HLTH 288: Advanced First Aid/CPR
HLTH 288: First Aid/CPR/AED for the Professional Rescuer
HLTH 346: Human Sexuality
HLTH 347: Stress Management
HLTH 457: Drugs & the Athlete
ID 351: Seminar – Health Values
ID 351: Seminar – Sport Values
ED 456: Content Methods: Health & Physical Education (online)
ED 490: DS: Content Methods: Physical Education (co-taught; online)
ED 494: Internship in Education

Lindenwood University – Saint Charles, MO

HP 52500: Performance Psychology (online; Graduate-level)

Humboldt State University – Arcata, CA

KINS 447: Pharmacology and Ergogenic Aids (online)
KINS 165: Foundations in Physical Education (TA)
HED 342: Nutrition in Athletic Performance (TA)

Washington State University – Pullman, WA
SpMgt 290: Sport Programming (co-taught)

University of Kansas – Lawrence, KS
HSES 108: Beginning Basketball
HSES 108: Physical Conditioning
HSES 108: Weight Training
HSES 108: Disc Golf
HSES 112: Advanced Basketball
HSES 220: Officiating of Basketball
HSES 248: First Aid Lab
HSES 252: Coaching of Basketball
HSES 260: Personal and Community Health
HSES 482: Drugs in Society (TA)
HSES 640: Applied Sport and Performance Psychology (TA)
HSES 806: Stress Management (TA)

Curriculum Development —

Lewis-Clark State College – Lewiston, ID
ED 456: Content Methods: Health/PE (revision)
KIN 487: Sport Administration
ID 351: Seminar – Sport Values
ID 351: Seminar – Health Values (revision)
HLTH 288: First Aid/CPR/AED (revision)
Member of planning team for creation of Sport Administration Degree

Lindenwood University – Saint Charles, MO
HP 525000: Performance Psychology (online; Graduate-level)

Professional Leadership —

North American Society for the Sociology of Sport (NASSS)
Barbara Brown Student Paper Award Reviewer – 2011.
- *Review Graduate student (Masters- and Doctoral-level) paper submissions.*

National Association of Girls and Women in Sport (NAGWS)
Member: Inclusion and Social Justice Committee Member – 2008-2009.
Member: Special Events Committee Member – 2006-2008.

Northwest District of the American Alliance of Health, Physical Education, Recreation, and Dance (NWAAHPERD)
Board Member – 2012-present
- *National Association for Sport and Physical Education (NASPE) Representative*

Professional Leadership continued —

Western Society for Kinesiology and Wellness (WSKW)

Conference Proposal Reviewer – 2011.

- *Review conference abstract proposals.*

Young Scholars Award Program Coordinator – 2011-present.

- Served as co-coordinator 2010-2011
- *Review applicant paper submissions.*
- *Prepare monograph.*

Idaho Association of Health, Physical Education, Recreation and Dance (IAHPERD)

Committee Chair: Student Organization/Involvement -- 2012

- *Chair statewide committee created to increase student interest and involvement in IAHPERD.*

IAHPERD District-II Representative – 2010-2012.

- *Liason to IAHPERD State Board from District-II Region in Idaho.*

IAHPERD District-II Representative-Elect – 2009.

- *State conference planning committee member.*
- *Assist District-II Representative with IAHPERD State Board responsibilities.*

Service —

Lewis-Clark State College – Lewiston, ID

Health & Kinesiology Program

- Kinesiology Club Advisor – 2007-2012.
- Health & Kinesiology Instructional Team Member – 2005-2012.

Division of Education

- Secondary Education Team Member – 2011-2012.
- Assessment Coordinator -- 2007-2012.
- Assisted with Literacy Development Project – 2007-2011.
- Assisted with Student Training & Retention (STAR) sessions – 2006-2012.
- Assisted with New Student Orientation – 2006 – 2012.

Campus-Wide

- Chair, General Education Committee – 2010-2011.
- Chair, Faculty Development Committee – 2008-2010.
- Member of Faculty Senate – 2008-2012.
- Member of General Education Committee – 2008-2012.
- Member of Professional Development Training Committee – 2008-2009.
- Member of Faculty Affairs Committee – 2006-2008.
- Member of Promotion and/or Tenure Committees – 2006, 2008, 2010, 2012.
- Member of KinderCollege Parent Advisory Board – 2008-2012.
- Member of Anthropology Position Hiring Committee – 2011.
- Member of Social Work Director Position Hiring Committee – 2012.
- Trio Advisory Board Member – 2012-2013.

Statewide

- Member of Idaho Statewide General Education Reform Committee – 2012.
- External Reviewer for Idaho State University Promotion/Tenure file of Dr. Caroline Faure – 2011.

Community

Chairperson, Girls and Women in Sports Day Celebration – 2008-present.

- Organize physical activity and sport clinics for girls in grades K-6 from surrounding communities.
- Solicited volunteers and donors from the LCSC campus and surrounding communities.

University of Kansas – Lawrence, KS

Health, Sport, and Exercise Sciences Department

- Ad Hoc Honor Code Committee Graduate Student Member – 2002.
- Graduate Student Representative to Department Faculty Meetings – 2002.
- Graduate Student Representative to Center for Teaching Excellence Faculty Selection Committee – 2002.
- School of Education Graduate Studies Policy Committee Student Member – 2001.
- Pedagogy Search Committee Graduate Student Member – 2001.

Professional Awards and Distinctions —

Lewis-Clark State College – Lewiston, ID

The National Society of Leadership and Success, Lewis-Clark State College Chapter, Excellence in Teaching Award – 2012.

Lewis-Clark State College President's Award for Outstanding Teaching – 2012.

American Alliance of Health, Physical Education, Recreation, and Dance (AAHPERD) Northwest District College/University Educator of the Year – 2011.

Idaho Association of Health, Physical Education, Recreation, and Dance (IAHPERD) Collegiate Educator of the Year – 2010.

Nominated for Lewis-Clark State College H.L. Talkington Excellence in Teaching Award – 2010.

Western Society for Kinesiology & Wellness (WSKW) Dr. G. Arthur Broten Young Scholars Program Award Winner for paper "Training the Total Athlete: Integrating the Subjective Experience" – 2008.

Lewis-Clark State College Service Learning Faculty Fellowship – 2007.

Graduate Committee Work –

Lindenwood University – Saint Charles, MO

Stephane Dal Soglio, Comprehensive Exam Faculty Member, 2012
Mitch Schwartzman, Comprehensive Exam Faculty Member, 2012
Matt Owen, Comprehensive Exam Faculty Member, 2012
Samuel Chatman, Comprehensive Exam Faculty Member, 2012
Kari Morgan, Comprehensive Exam Faculty Member, 2012

Additional Professional Experience —

Haskell Indian Nations University – Lawrence, KS
Volunteer Assistant Women's Basketball Coach – September 2003 to April 2005.
- Assisted head coach with on-floor coaching in practices and games.
- Assisted head coach in scouting of opponents, game preparation, and video breakdown.

National Association of Intercollegiate Athletics (NAIA) – Olathe, KS
Intern with National Office – July 2003.
- Assisted Director of Development with compilation of Champions of Character Program End-of-the Year Report.
- Conducted interviews with three NAIA institutions concerning campus involvement with the Champions of Character program.

Humboldt State University – Arcata, CA
Graduate Assistant Women's Basketball Coach – 2000-2001.
Volunteer Assistant Women's Basketball Coach – 1999-2000.
- Assisted the head coach in on-floor coaching in practices and games.
- Actively involved in recruitment of student-athletes.
- Assisted in scouting of opponents, game preparation, and video breakdown.
- Assisted in coordinating donations to the student-athlete scholarship fund.
- Coordinated and organized the Little Lady Jacks Basketball Club.

Green River Community College – Auburn, WA
Artists & Speakers Coordinator, Lead and Earn Program – 1996-1997.
- Arranged and coordinated nationally known professional entertainers for on-campus community presentations. Performers included Jack Canfield, Pat Boone, and Bernie Siegel.

Special Events Co-Coordinator, Lead and Earn Program – 1995-1996.
- Co-arranged and co-coordinated community orientation events on campus. Events included a Christmas Boutique, Senior Citizen Valentines Day Dance, and Youth Easter Egg Hunt.

Memberships —

American Alliance for Health, Physical Education, Recreation and Dance
National Association for Girls and Women in Sport
National Association for Sport and Physical Education
The North American Society for the Sociology of Sport
Association for the Advancement of Applied Sport Psychology
Idaho Alliance for Health, Physical Education, Recreation and Dance
Western Society for Kinesiology and Wellness

Academic Awards and Distinctions —

University of Kansas – Lawrence, KS
Honors: Dissertation – 2005.
Health, Sport, and Exercise Sciences Department Wayne Osness Outstanding Doctoral Student Award – 2005.

School of Education Meritorious Scholarship Recipient – 2004.
School of Education Judith Howard Billings Scholarship Recipient – 2003.
Honors: Comprehensive Doctoral Exams – 2003.

Humboldt State University – Arcata, CA
Graduated with Distinction – 2001.

Eastern Washington University – Cheney, WA
Graduated Summa Cum Laude – 1999.
Phi Kappa Phi Honor Society – 1999.
Big Sky Conference Scholar/Athlete Award – 1998, 1999.
Sports Medicine Student of the Quarter – Fall, 1998.

Green River Community College – Auburn, WA
Graduated with High Honors – 1997.
Service Award Winner – 1997.
Meritorious Scholarship Award Winner – 1995, 1996.

Athletic Awards and Distinctions—

Eastern Washington University – Cheney, WA
Collegiate Basketball Letter Winner – 1998, 1999.

Green River Community College – Auburn, WA
Athletic Hall of Fame Inductee – 1997.
Northwest Athletic Association of Community Colleges Women's Basketball All-Star Game Participant – 1997.

Related Professional Experience —

Basketball Skills Clinic Coach, Nezperce School, Nezperce, ID – 2010.
Sports Skills & Fitness Camp Counselor, University of Kansas, Lawrence, KS – 2002, 2003.
Assistant Girls Basketball Camp Director, Humboldt State University, Arcata, CA – 2001.
Boys Basketball Camp Coach, Humboldt State University, Arcata, CA – 2001.
Basketball Camp Director, McKinleyville Parks and Recreation, McKinleyville, CA – 2000.
Women's Basketball Camp Dorm Supervisor, Humboldt State University, Arcata, CA -- 2000, 2001.
Girls Basketball Camp Coach, Humboldt State University, Arcata, CA -- 1999, 2000.
Girls Basketball Camp Coach, Stanford University, Palo Alto, CA – 2000.

Randy C. Jensen

randyj@sd381.k12.id.us

545 West Park **American Falls, ID 83211** **(208)221-0256**

Education

Master of Education Administration, Idaho State University, 1989
Bachelor of Education, Idaho State University, 1985

Work Experience

Principal, William Thomas Middle School, American Falls, 1989-Present
Teacher, William Thomas Middle School, American Falls, 1985-1989
Associate Scout, Los Angeles Dodgers Professional Baseball, 1985-1988
Head Coach, American Legion Baseball, Pocatello, 1983-1988
Administrative Assistant, Vogt's Inc., Pocatello, 1982-1985
Receptionist, Manning Funeral Home, Pocatello, 1983-1985
Photographer, The Daily Universe, Brigham Young University, 1979-1980
Furnace Cleaner and Serviceman's Assistant, Vogt's Inc., Pocatello, 1974-1979

Professional Involvement

Board of Directors, National Middle School Association 1999-2005
Idaho Middle Level Liaison, NASSP 1998-present
Member, IMLA, NMSA, IASSP and NASSP, 1989-present
Public Relations Coordinator, Idaho Middle Level Association, 1997-2001
President, Idaho Middle Level Association, 1995-1997
State Conference Chairman, Idaho Middle Level Association, 1996, 1997
Member, Region 5 Legislative Council, 1991,1992
Member, U. S. Department of Justice Committee on Juvenile Violence and Delinquency Prevention, 1994-1998
Program Board Chairman, Idaho State University, 1984-1985
Student Senate, Idaho State University, 1983-1984
Scholarship Committee, Idaho State University, 1983-1984

Professional Achievements

Idaho State University, 2010 Professional Achievement Award, College of Education
Idaho Middle Level Educator of the Year, Idaho Middle Level Association, 2007
National Principal of the Year, National Association of Secondary School Principals, 2005
Fulbright Scholar, Award Winning Principal Exchange with Brazil, 2005
Principal of the Year, Idaho Association of Secondary School Principals, 2004

Professional Presentations

Presenter, National Parent Teacher Association Conference, 2006
Presenter, National Association of Secondary School Principals, 2005, 2006, 2009
Presenter, Center for Secondary School Redesign, National School Showcase, 2008,2009
Presenter, National Middle School Conference, 1994, 1995, 1996, 2000, 2005, 2008, 2009
Presenter, Idaho Middle Level Association Conference, 1993, 1994, 1995, 1996, 1998, 1999, 2000, 2001, 2003, 2004, 2005, 2006, 2007, 2008, 2009, 2010
Presenter, Idaho Association of Secondary School Principals Conference, 2005, 2006, 2007
Presenter, Utah State Middle School Conference, 2001, 2002, 2004, 2005
Presenter, California League of Middle Schools, 2002
Presenter, Alberta Middle School Association, 2002

Keynote Speaker, Hawaii Association of Middle Schools, 2002
Presenter, Middle Years Association of British Columbia Conference, 2001
Presenter/Advisor, Rocky Mountain Middle Level Institute, 1998
Presenter, National Middle School Association Affiliate Leader Retreat, 1993
Presenter, International Conference on Reading, 1993

Publications: Authored, Contributed To, or Featured In the Following Publications
Building and Bragging: Celebrating Your Middle School, Middle Ground, NMSA, 2010
Voices of Experience, NASSP, November 2009
This We Believe in Action: Implementing Successful Middle Level Schools, NMSA, 2005
Principal Leadership, Putting the Students First, January 2005
Success in the Middle: A Policymaker's Guide to Achieving Quality Middle Level Education, NMSA, 2006
NASSP Policy Recommendations for Middle Level Reform, 2006
Leadership Practices of Successful Principals, Northwest Regional Educational Laboratory, November 2005
Top Principals Make a Difference in Schools, USA Today, 2004

Community Involvement
College Student Congregation Leader, 2005-2011
Little League Baseball Coach, American Falls, 1989-2010
President, American Falls Little League Baseball, 2001-2010
Co-Chairman, City of American Falls Community Review, 2009
Region 7 Youth Services Director, Lion’s Club International, 1996-2002
Member, American Falls Lion’s Club, 1989-2010
Youth Soccer Coach, American Falls, 1993-1999
Girls Youth Softball Coach, American Falls, 1997, 1999, 2002
Chairman, Power County Recreation District Committee, 1996
Full-Time Church Mission, Houston Texas, 1980-1982

References
Dr. Ron Bolinger, Superintendent of Schools, American Falls, (208)226-5173
Sue Swaim, Executive Director Emeritus, National Middle School Assoc., (207)584-3360
Greg Wiles, Past President of the Idaho Middle Level Assoc., (208)573-9045
Patty Kinney, Associate Director of Middle Level Services NASSP, (703)819-3021
Amy Wynn, Mayor, American Falls, (208)317-2814
Jeff Read, High School Principal, American Falls High School, (208)251-2988
Kim Williams, Teacher, William Thomas Middle School, (208) 233-6008
Rudy Pena

Becky Weller Meyer, Ph.D.

401 Olympic Drive • Sandpoint, Idaho 83864
208.290.1948 • becky.meyer@lposd.org

My Mission

I am committed to authentic strength-focused leadership; respecting, empowering, and supporting staff to be of service to themselves, the students, the school, the community, and the world.

Education

- **Superintendent Endorsement**, granted (4.0 GPA)
  Northwest Nazarene University, ID; *June 2009-May 2012.*
- **Ph.D. in Education**, Counseling and Human Services; minor in Educational Administration (4.0 GPA)
  University of Idaho, Moscow, ID; *January 1999-May 2005.*
  Dissertation: *The Effect of Parenthood Education on Self Efficacy, Parent Effectiveness, and the Parent-Child Relationship in an Alternative High School Student Population.*
  Advisor: Dr. Thomas V. Trotter
- **Educational Administration Certificate,** Principalship granted (4.0 GPA)
  University of Idaho, Moscow, ID; *December 2000-August 2002.*
- **Post-Graduate** coursework in Counseling and Human Services (4.0 GPA)
  University of Idaho, Moscow, ID; *August 1994-December 1998.*
- **M.Ed. in Education,** Guidance and Counseling (3.9 GPA)
  City University, Bellevue, WA; *September 1992-August 1994.*
- **Bachelor of Arts** in Liberal Studies with a concentration in Business and Communications (3.25 GPA)
  University of the Pacific, Stockton, CA; *August 1985-May 1990.*

Research Skills

- Standardized Assessment Analysis (i.e. ISAT's)
- Longitudinal Cohort Assessment Analysis
- SPSS statistical analysis program, extensively
- Survey and evaluation research techniques

Relevant Professional Experience

- **Sandpoint High School Principal (1100 student enrollment),** 9-12th grade; *June 2006-present.*
  Full administrative responsibility for 4A high school (grades 9-12) curriculum, instruction, student assessment, staff supervision and evaluation, policy, extra and co-curricular management, and school budget. Responsible for leadership in the following: visionary and strategic planning, instructional leader, extra and co-curricular management and organizational systems, family and community partnerships, professional and ethical administration, financial planning and budgeting, personnel reorganization, governance and legal leadership.
- **Lake Pend Oreille Alternative High School Principal,** 7-12th grade; *Aug 2002-June 2006.*

Full administrative responsibility for school (grades 7-12) curriculum, instruction, student assessment, staff supervision and evaluation, policy, and budget. Responsible for leadership in the following: visionary and strategic planning, instructional leader, management and organizational systems, family and community partnerships, professional and ethical administration, governance and legal leadership.

- **Safe and Drug Free Schools Coordinator**, Lake Pend Oreille School District; *Sept 2003-Aug 2012.* Responsible for the development, implementation, oversight, and evaluation of the Safe and Drug Free Schools Grant for the Lake Pend Oreille School District. Coordinate programs, personnel, and curriculum throughout the district. Position funding was eliminated August 2012.
- **Elementary Principal, Title I Summer School**, K-3rd; *July 2002 –Aug 2002.* Develop thematic Title I summer program and administer the program, including advertising and recruiting families, instructional and curricular design, supervision and evaluation of personnel, student assessment, budget, parent and volunteer program, and state and federal accountability requirements.
- **Lake Pend Oreille High School Assistant Principal (Intern),** 7-12th grade; *Aug 2001-Aug 2002.* Student attendance and discipline, master schedule, parent contact and meetings, Principal responsibilities in the absence of the Principal.
- **University of Idaho, Doctoral Teaching Assistant**; *Summer 2001.* Assist Dr. Jerry Fischer in Teaching *Ethics and Legal Issues in Counseling and Human Services*, a Masters of Education Graduate course in the Counseling and Human Services program.
- **University of Idaho, Doctoral Teaching Internship**; *Spring 2000.* Develop curriculum and teach *Counseling in the Schools II*, a Masters of Education Graduate course in the Counseling and Human Services program.
- **University of Idaho, Doctoral Teaching Internship**; *Spring 2000.* Develop curriculum and facilitate/teach *T-Group Counseling: Theory and Practice*, a Masters of Education Graduate course in the Counseling and Human Services program.
- **Lake Pend Oreille School District Counselor,** K-12th grade; *Aug 1994-Aug 2001.* Implement Idaho's Comprehensive Guidance & Counseling Model; social/emotional, career and educational counseling. Responsible for: crisis intervention; individual, group and classroom guidance; student learning plans; standardized testing and interpretation; conflict mediation; interest inventories and interpretations; IEP meetings; post-secondary planning; college recommendations; scholarships; financial aid; referrals for students/families; Career Day Coordinator.
  - **Head Counselor,** Sandpoint High School; *Aug 1998-Aug 2001.* Responsible for Counseling Department administrative tasks, goals and supervision of counseling staff.
  - **School Counselor,** Sandpoint High School; *Oct 1997-Aug 1998.*
  - **School Counselor,** Priest River Lamanna High School, Priest Lake Elementary, Southside Elementary; *Aug 1995-Oct 1997.* High school position funded by Carl Perkins grant.
  - **Career Education Counselor,** Bonner County Schools, District-Wide; *Aug 1994-Aug 1995.* Promote career awareness and education with student's K-12th grade through classroom and small group guidance. Utilize Career Information Systems (CIS); district-wide drop-out analysis report; Carl Perkins, grant writing; Bonner County School District representative to Region 1 Tech Prep Consortium; assist with Tech Prep competitive grant.
- **Parenting with Love and Logic Instructor,** Lake Pend Oreille School District; *1997-present.* Develop curriculum and teach *Parenting Teens with Love and Logic* and *Becoming a Love and Logic Parent: Raising Responsible Children*, six to ten week programs.
- **Summer Youth Employment Program Teacher,** Idaho Job Service; *Summer 1995.* Teach employability skills to disadvantaged youth using the SCANS Report; offer leadership, mentoring, supervision and hands-on training. Responsible for managing the county childcare projects.
- **Challenges and Choices/*Care to be You* Instructor,** University of Idaho Extension Program; *1994.* Adventure-based, experiential learning and counseling; portable and stationary low-ropes and high-ropes courses, Camp Mivoden and Lutherhaven courses; healthy family skill building classes; family systems interactive counseling; certified facilitator; collective grant writing responsibilities.

Honors & Achievements

- **Published Doctoral Dissertation**, University of Idaho; *May 2005.*
- **Dean's List**, University of Idaho; *January 1999 to May 2005.*
- **Model Schoolwide Title I Plan recognition**, BEST Project & State Dept. of Education; *March 2005.*
- **Award of Distinction,** Idaho Counseling Association Conference Presentation; *January 2005.*
- **Professional Counselor License, #LPC-2708,** Idaho Bureau of Occupational Licenses; *July 2002.*
- **Nominated to Alumnae Student of the Year,** University of Idaho; *Spring 2001 & Spring 2002.*
- **Technology Competence,** University of Idaho Competency Exam; *May 2001.*
- **Counseling Program Nominated to Idaho's Top Career Programs**, Sandpoint H.S.; *Jan 1999.*
- **Dean's List**, City University; *Oct 1992* to *Aug 1994.*
- **Dean's List**, University of the Pacific; *1985-1988, summer 1989.*
- **Greek Woman of the Year Award**, University of the Pacific; *1989.*
- **Emerging Leaders Program**, UOP; *1985-1986.*

Academic and Community Service

- **Professional Standards Commission**; Secondary principal representative. Meet bi-monthly to address professional standards, ethical violations, authorizations, professional development, and teacher preparation program standards within a full commission membership as well as serving on the Executive Committee to review and recommend action on ethical cases; State Department of Education, *2010-present.*
- **District Leadership Team member**; work with Superintendent and district administrators to oversee district improvement plans, strategic planning, school improvement processes, Title I school-wide plans, and schools in need of improvement action plans; Lake Pend Oreille School District #84, *2009-present.*
- **District Budget Committee**; work with union and teacher representatives to develop district budget recommendations presented to the Superintendent, Lake Pend Oreille School District #84, *2009-present.*
- **Facility Planning Committee**; Assess current levels of educational suitability, facility suitability, and technology readiness for district schools, long-term planning for facility infrastructure; Administrator representative, Lake Pend Oreille School District #84, *2005-present.*
- **Teacher Supervision and Evaluation Committee**; Develop an educationally relevant and appropriate supervision and evaluation tool for certified staff; Lake Pend Oreille School District #84, *2005-present.*
- **Wellness Committee**; Develop a wellness plan for the school district; Lake Pend Oreille School District #84, *2005-present.*
- **Love and Logic Parent Instructor**; Volunteer 100% of time and resources to teach teen parenting classes in the community since 2001, Elementary parenting courses since 1997; Lake Pend Oreille School District #84, *1997-present.*
- **Multi-Hazard District Preparedness Committee**; Committee Leader; Developed & published district Crisis Response Plan; Conducted FEMA response training for principals; Lake Pend Oreille School District #84, *2001-present.*
- **Crisis Assistance Team**; Team Leader; co-founder; Lake Pend Oreille School District #84, *1995-present.*
- **Superintendent's Advisory Committee**; Lake Pend Oreille School District, *1997-2000.*
- **Drug Advisory Council**; counselor representative; Lake Pend Oreille School District, *1997-1999.*
- **Cognitive Self-Change Program "Active Change Empowerment" (ACE), Train the trainers**; Lake Pend Oreille School District #84, *June 1997.*
- **Hospice Volunteer**; Advisory Board, financial officer, conducted grief groups; Bonner County, *1995-present.*
- **School-to-Work Development Board**; Bonner County, *1995-1997.*
- **Conflict Mediation Trainer**; Lake Pend Oreille School District, *Sept 1995.*
- **Youth Hall of Fame**; committee member; Tacoma, WA, City University, *1992.*
- **Academic Affairs Committee**; only student appointed to faculty committee; UOP, *1987-1989.*

- **Students Against Multiple Sclerosis**; secretary, annual event chair; UOP, *1985-1988.*
- **Delta Sigma Pi Professional Business Fraternity**; Pledge Class President; UOP, *1987-1990.*
- **Delta Gamma Sorority**; Sight conservation & Aid to the Blind; UOP, *1986-1990.*

Professional Affiliation

- National Association of Secondary School Administrators (NASSP)
- Idaho Association of School Administrators (IASA); Membership Services and Publications & Communications Committees (2006)
- Idaho Association of Secondary School Principals (IASSP)
- Council of Alternative School Leaders (CASL); prior Region I Representative
- Association of Supervision and Curriculum Development (ASCD)
- American Counseling Association (ACA)
- National Council on Family Relations (NCFR)
- Principals' Partnership

References

- Shawn Woodward, Superintendent; Lake Pend Oreille School District #84; 208.263.2184.
- Dick Cvitanich, Superintendent; Olympia School District, WA; 360.480.8256.
- Doug Olin, Assistant Administrator to the Superintendent; Lake Pend Oreille School District #84; 208.263.2184.
- Mark Berryhill, Former Superintendent; Lake Pend Oreille School District #84; 208.263.6638.
- Randy Wittwer, IT Director; Lake Pend Oreille School District #84; 208.263.2184.
- Steve Youngdahl, Chairman of the Lake Pend Oreille School District #84 Board of Trustees; 208.290.6812.
- Jack Dawson, Ph.D., Former Dean; University of Idaho, Coeur d' Alene; 208.667.2588.
- Tom Trotter, Ph.D., Former Counseling and School Psychology Professor and Program Director; University of Idaho; Doctoral Program Major Professor; 208.667.2588.
- Sherri Hatley, Title I Director, Hope Elementary Principal; Lake Pend Oreille School District #84; 208.264.5680.
- Matt Diel, District Facilities & Maintenance Director; Lake Pend Oreille School District #84; 208.290.2100.
- Corey Coon, Chief of Police; Sandpoint City; 208.265.1482.
- Officer Ian Hoyland, Lake Pend Oreille School District #84 School Resource Officer; 208.255.8580.

- Debbie Stallcup, Director; Bonner County Juvenile Justice Services; 263.1602.
- Ron Stultz, Senior Probation Officer; Bonner County Juvenile Justice Services; 263.1602.
- Foster Cline, M.D., Love and Logic Co-developer and founder, former Lake Pend Oreille School District #84 Board Trustee, Doctoral Dissertation Committee Member; 208.265.1519.

Post-Graduate Professional Development

- **Whatever It Takes: How Professional Learning Communities Respond When Kids Don't Learn,** by Richard DuFour, Rebecca DuFour, Robert Eaker, & Gayle Karhanek, book study with staff; *2010-2011.*
- **Enhancing Professional Practice: Frameworks for Teaching,** by Charlotte Danielson, book study with staff; *2009-10.*
- **RESULTS NOW! How We Can Achieve Unprecedented Achievements in Teaching and Learning,** by Mike Schmoker, presentation & book study for staff; *2008-09.*
- **The Art of Possibility: Transforming Professional and Personal Life,** by Benjamin and Rozane Zander, presentation & book study for staff; *2007-08, 2009-2010.*
- **Differentiating Instruction in Mixed Ability Classrooms,** by Carol Ann Tomlinson, presentation & book study for staff; *2007-08.*
- **Meaningful Collaboration to Restructure the Curriculum,** facilitation of Directed Study professional development course for staff; *2006-07.*
- **REACH Reading program,** facilitation of Directed Study professional development course for staff; *2006-07.*
- **CORE Literacy Leadership Training,** Consortium on Reading Excellence/LPOSD #84; *2005-06.*
- **Mapping the Big Picture: Integrating Curriculum & Assessment K-12,** by Heidi Hayes Jacobs, presentation & book study for staff; *2005-06.*
- **Professional Ethics in Counseling,** Idaho Counseling Association; *Jan 05.*
- **Tools for Teaching,** by Fred Jones, presentation & book study for staff; *2004-05, 2006-07, 2008-09.*
- **Frameworks for Understanding Poverty,** by Dr. Ruby Payne, presentation & book study for staff; *2003-04.*
- **Effective Strategic Planning with a Leadership Team,** MGT Consulting, Ed Humboldt; *2003-04.*
- **Data-Driven Decision Making,** Center for Performance Assessment/SDE, Dr. M.A. Ranells; *Nov 03.*
- **Reactive Attachment Disorder (RAD): Healing Without Holding**, MEDS-PDN; *Nov 03.*
- **Deep Alignment for Results,** State Department of Education, Dr. M.A. Ranells; *Oct 03.*
- **Discipline With Dignity,** Dr. R. Curwin; *Oct 03.*
- **Personality Disorders-Axis II Diagnosis,** Cross Country University; *Dec 02.*
- **Instructional Leadership**, State Department of Education/Univ. of Idaho, Dr. M. Tomlin; *Nov 02.*
- **Who Moved My Cheese,** by Dr. Spencer Johnson, presentation & book study for staff; *2002-03.*

- **True Colors Training,** True Colors Northwest, Norm Klug; *Aug 02.*
- **Idaho Comprehensive Reading Program,** State Dept. of Education, Dr. B. Rainey; *July 02.*
- **Reading Comprehension and Fluency Integration,** Education Services, Dr. M. Howard; *May 02.*
- **Project Based Education Conference,** Kids that Know and Do, numerous presenters; *Mar 02.*
- **Early Childhood Brain Development**, Kootenai Medical Center, Dr. C. Scott; *Feb 99.*
- **A Scientifically-Based Marital Therapy**, Seattle Marital & Family Institute, Dr. Gottman; *Jan 99.*
- **Standardized Testing and Assessment**, University of Idaho, Dr. G. Stanton; *Dec 98.*
- **Life Skills Professional Intensive Course**, Life Skills NW, L. Spagen; *Sept 98.*
- **IOT/Work-Based Learning Training**, Univ. of Idaho, S. Reutzel & S. Pearson; *June 98.*
- **Oppositional Defiant Disorder**, Fact-R, Inc., Dr. J. Taylor; *May 98.*
- **Adolescent Substance Use & School Response**, Olympic Counseling Services, Dr. Moore; *Apr 98.*
- **National Student Assistance Program**, Chemical Awareness Training Institute, C. Watkins; *Feb 98.*
- **Attachment Disorder: The Making of a Psychopath**, University of Idaho, Dr. F. Cline; *Nov 97.*
- **Working with At-Risk Children & Youth**, ISCA Fall Conf., Univ. of Idaho, Dr. Trotter; *Oct 97.*
- **Students with Disabilities: Individual & Family Planning**, Univ. of Idaho, T. Leinbaugh; *Sept 97.*
- **IDEA: Special Education Rules & Regulations**, State Dept. of Education; *Sept 97.*
- **Instituting Tobacco Education & Cessation Programs in Your Schools**, K. Pendell; *Sept 97.*
- **Getting the Love You Want, Marriage seminar**, Institute for Imago Therapy, A. Turtle; *Sept 97.*
- **FAS/Alcohol Related Neuro-developmental Disorder Seminar**, Kootenai Medical Cntr; *May 97.*
- **Effective Crisis Management**, Bonner General Hospital; *May 97.*
- **Suicide Prevention Training**, Bonner County School District; *Feb 97.*
- **Here's Looking at You, 2000 Drug Curriculum Training**, Bonner County School District; *Dec 96.*
- **Symposium on Student Discipline**, University of Idaho, Dr. J. Conrath; *July 96.*
- **Conflict Management**, University of Idaho; *July 96.*
- **School-to-Work/Tech Prep Conference**, Seattle, WA; *Apr 96.*
- **Conflict is Opportunity**, University of Idaho, Dr. J. States; *Mar 96.*
- **After a Suicide Training**, Idaho State University, C. Hasselquist; *Feb 96.*
- **Disrupt the Disrupter**, Lewis & Clark College, Dr. G. Binnington; *Nov 95.*
- **Neuro-Linguistic Programming Presentation**, Hospice, P. Ridgeway; *Nov 95.*
- **Cognitive Approaches to Changing Behavior (ACE Program)**, Univ. of Idaho, M. Gornik; *Nov 95.*
- **A Family Redefined: Exploring the Changes that Death Brings**, Hospice, Dr. A. Wolfelt; *Oct 95.*
- **ADD/Arrested Development**, Life Skills Northwest, J. Spagen; *Oct 95.*
- **Fostering Resiliency in Children**, University of Idaho; *Oct 95.*
- **Quick Techniques in Child Psychotherapy**, Center for Applied Psychology, Dr. Shapiro, *Sept 95.*
- **Empowering Youth Conference**, Idaho State University; *Sept 95.*
- **Vocational Summer Conference**, University of Idaho; *Summer 95.*

- **Classroom Leadership**, University of Idaho, D. Broadwell; *Aug 95.*
- **Critical Thinking & Gardner's 7 Intelligences**, University of Idaho, Dr. T. Armstrong; *Aug 95.*
- **Crisis Assistance Team Training**, University of Idaho, Dr. J. Dudley; *May 95.*
- **Bonner Community Hospice Training Program**, J. Sturdevant; *May 95.*
- **Violence Prevention Conference**, Domestic Violence Coalition, C. Crawford; *Apr 95.*
- **School-to-Work/Tech Prep Conference**, Seattle, WA; *Apr 95.*
- **Reality Therapy Training**, Eastern Washington University, B. Duncan; (4.0 GPA); *Apr 95.*
- **Developing Winning Teaching Attitudes**, University of Idaho, Dr. M. Tomlin; *Feb 95.*
- **Theories of Vocational Choice**, University of Idaho, Dr. E. Biller; (4.0 GPA); *Spring 95.*
- **Counselor School-to-Work Intern**, University of Idaho; *Spring 95.*
- **HIV/AIDS Educational Conference**, Idaho State University, Dr. J. Girvan; *Nov 94.*
- **Prevention Skill Building Conference**, Idaho State University; *Oct 94.*
- **Psychological Management of the Difficult Child**, University of Idaho, Dr. F. Cline; *Jul 94.*
- **Challenges & Choices: Adventure-based Counseling Training**, University of Idaho; *Spring 94.*

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Dawn Jeppesen Anderson
324 South 3rd East
Rexburg, ID 83440
208-356-4815 cell: 208-313-6512
davedawn@srv.net

Professional Profile

- Current Idaho Teacher Certification in Secondary Education (English emphasis)
- Master of Education Degree with major emphasis in Reading
- Twenty-five years experience teaching writing, literature, and reading education classes

Education, Honors, and Certifications

M Ed
Idaho State University, Pocatello, ID. 1995

Bachelor of Arts in Secondary Education (Honors)
Idaho State University, Pocatello, ID. 1987

Reading Endorsement K-12
Phi Kappa Phi Honor Society
Honorary Adjunct Teacher of the Year Award 2000-2001

Qualifications & Experience

- Taught 8th graders state standards content, including language use, literature analysis, vocabulary, and writing
- Taught freshman composition and advanced writing classes for many years, instructing students how to develop ideas, clarify concepts, defend arguments and master coherent writing skills.
- Taught children's literature and young adult literature to elementary and secondary education majors
- Developed a wide variety of curricula for use in the classroom, employing peer-editing, small group writing assignments, brainstorming activities, dynamic class discussions, and research instruction.
- Helped develop a clinical program where education majors visited local Madison schools and worked with remedial reading students.

Computer Skills

- Microsoft Windows® Office software, including Word, Power Point, and Publisher
- Internet research
- Adept in grading programs Blackboard and PowerTeacher

Employment

Brigham Young University-Idaho Adjunct Faculty English Dept. Fall 1987 -2008
Madison Junior High School -8th Grade English 2008 - present

Professional Development

Conference workshop presenter
Attended various conferences and workshops related to writing and teaching
Served on several scholarship and academic committees
CAT team member for Madison Junior High

Related Experience

Edited and published English Department newsletter for seven years
Regularly publish education editorials in the *Post Register* and *Standard Journal* newspapers
Worked as advocate for educators and education, serving as currently as president of the Rexburg Education Association

References available upon request

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Glenda Funk

Highland H. S.
1800 Bench Road
Pocatello, ID 83201
208-241-8620 (cell)
gfunk441@gmail.com

EDUCATION

August 2008
M.A. English
Idaho State University

May 1981
B.S. Speech Education
Southwest Baptist University

HONORS AND AWARDS

2011 National Board for Professional Teaching Standards Certificate Renewal: AYA/ELA
2011 Lionel Bowzer Excellence in Education Award
2009 Thomas C. Wright Fellowship, University of Idaho
2008 Teaching Shakespeare Institute, Folger Shakespeare Library, Washington, D.C.
2007 Teaching Shakespeare Mini-Institute, Folger Shakespeare Library, University of Tulsa
2004 National Humanities Center: "American Beginnings: The European Presence in North America 1492-1690"
2002 National Board for Professional Teaching Standards Certification in Adolescent Young Adulthood English Language Arts
2002 Zonta Women of Achievement recipient
1994 National Forensic League Diamond Coaching Award

ASSOCIATION MEMBERSHIPS

National Council of Teachers of English
ALAN: Assembly on Literature for Adolescents of the NCTE
Phi Kappa Delta
National Forensic League
National Education Association
Idaho Education Association
Pocatello Education Association

THESES

Cowen-Funk, G. (2008) **"**Empathetic Imagination: Perception, Aesthetics, and Ethics in *Life of Pi* by Yann Martel." Unpublished M.A. Thesis, Idaho State University.

PUBLISHED ARTICLES

Funk, Glenda. "Holding the Mirror Up: A Review of Tim Gillespie's *Doing Literary Criticism*. *Oregon English Journal*. XXXIV: 2, Fall 2012, p 7-11.

MANUSCRIPTS UNDER REVIEW

Funk, G. (2011) "One Book Can Save a Life." *The Only Book in the World Project*. This is a fund-raising effort via the English Companion Ning to provide financial support for Jeff Wilhelm, PhD and his wife, who has a rare disease not covered by insurance.

MANUSCRIPTS IN PREPARATION

Funk, G. (2011) "Not Enough to Speak: A Rationale for Performance Based Pedagogy in University Methods Courses." *English Quarterly*. Received a request to write the article by the editor.

Funk, G. *Time to Talk: Speaking to Learn & Learning to Speak in the ELA Classroom*. I have outlined a book that will contribute to the professional conversation about how to engage students in discussion, how to incorporate social media into the discussion, how to overcome and consider problems with tone in online forums, etc. At present I am conducting research and working on a proposal for the book. I have two readers who have committed to offering assistance on the project: Michael LoMonico, PhD, senior education consultant with the Folger Shakespeare Library and a professor at Stonybrook University; Tim Gillespie, author of *Doing Literary Criticism*.

CONFERENCE PRESENTATIONS

Funk, G. (2012, November) *Catching Fire: Igniting Classroom Conversations*. NCTE Panel. Co-presenters: Debbie Greco, Ami Szerence, Cherylann Schmidt. NCTE Annual Convention, Las Vegas, Nevada.

Funk, G., Ami Szerence (2011, November)). "Class Lines: Connecting Students to the Hero's Journey Beyond Borders Using Social Networking." *Teaching the Hero's Journey*. NCTE Panel. Co-presenters: Dana Huff, Ami Szerence. NCTE Annual Convention, Chicago, Illinois

Funk, G. (2010, November). "Not Enough to Speak: A Rationale for Performance Based Pedagogy in University Methods Courses." NCTE panel *Teaching Teachers to Teach Shakespeare*. Sponsoring organization: Folger Shakespeare Library. Co-presenters: Peggy O'Brien, Ph. D., founder of the TSI, Rick Vanderwall. NCTE Annual Convention, Orlando, Florida.

UPCOMING CONFERENCE PRESENTATIONS

Funk, G. (2013, November) "Lend Me Your [H]ear." NCTE Annual Convention, Boston, Massachusetts. (Proposal submitted, awaiting approval)

Funk, G. (2014, February 28-March 1). Northwest Regional NCTE Conference, Portland, Oregon. Invitation accepted.

ONLINEPROFESSIONAL DEVELOPMENT PRESENTATIONS

Funk, G. “Twice-told Tales and Old Odd Ends: Common Ideas in Shakespeare and Young Adult Lit.” Building Bridges: Classic Lit to Young Adult Lit. English Companion Ning Summer 2011 Webstitute. July 11-12, 2011. Theme: How proponents of YA lit and the classics can co-exist, find common ground, and recognize the value for students in each. The invitation to lead a session included this: “We know you have vast knowledge and great connections in the Shakespeare education world, and we think you're one of the most credible messengers.”

Funk, G. “Out of the Desk and Into the Text”: #engchat discussion on Twitter, April, 2011

REVIEWING ACTIVITIES

Stenhouse Publishing. Paid to review book proposals.
English Journal

PROFSSIONAL EXPERIENCE/ACTIVITIES

February 2013
Organizer of Online Book Discussion: Spillane, Lee Ann. *Reading Amplified*. Stenhouse Publishing, 2012.

Summer, 2012
Teachers Write. Messner, Kate. Participated in Kate Messner’s online writing group for teachers with various professional writers providing writing exercises, support and feedback. Among those participating: Gae Polisner, author of *The Pull of Gravity*; Jo Knowles, author of *See You at Harry’s*, etc.

June 6-10, 2011
CCSS/TIA Conference. Participated in the Common Core State Standards curriculum Total Instructional Alignment to ensure that ELA Idaho standards align with the Common Core, which will be implemented in 2014.

August 2010 to Present
www.evolvingenglishteacher.blogspot.com Blogging on pedagogical and political issues impacting the teaching of ELA in Idaho.

2010 to Present
#engchat on Twitter: Hosted on April 4, 2008. “Out of the Desk and Into the Text: Performance Pedagogy.” Participate in discussions about topics impacting teaching English 140 characters at a time.

2008 to Present
English Companion Ning: Assist in vetting membership applications since summer 2010; cross-post my blog; share teaching resources; engage in discussions about topics relating to teaching English and speech; participate in online book discussions, including *Doing Literary Criticism*, *Readicide*, *Write Beside Them*, *Let the Great World Spin*, etc.

2008 (Summer)
Folger Shakespeare Library Teaching Shakespeare Institute participant. Research using primary documents and rare texts, developed curriculum materials and lessons available on the Folger education website, and studied the Folger performance method for teaching literature, including Shakespeare's plays but not limited to his works.

2007 (Summer)
Folger Shakespeare Library Teaching Shakespeare Mini-institute participant. University of Tulsa. Introduced to the Folger Performance Method of studying literature, particularly Shakespeare, through intensive work with *Romeo and Juliet* and *A Midsummer Night's Dream.*

2005 (Summer)
Idaho Humanities Council: "Nothing by the Truth: Survival and Celebration in Native American LiteratureNative American Literature." Studied numerous works of contemporary Native American literature under the tutelage of scholars. Works included *Ceremony* by Leslie Marmon Silko, *The Lone Ranger and Tonto Fistfight in Heaven* by Sherman Alexie, *Fools Crow* by James Welch, and *Tracks* by Louise Erdrich.

2004 (Summer)
National Humanities Center Symposium "American Beginnings: The European Presence in North America 1492-1690" Assisted in the development of the Toolbox, including primary documents and material culture resources accessible online http://nationalhumanitiescenter.org/pds/amerbegin/index.html

2003 (Summer)
Idaho Humanities Council: "John Steinbeck and the Art of Social Engagement." Studied numerous Steinbeck novels and nonfiction, including *The Grapes of Wrath, East of Eden, Cannery Row, The Log to the Sea of Cortez* and others.

TEACHING EXPERIENCE

1989-Present
English and Speech, Highland High School
Grades 9-12; Contemporary World Lit, British Lit, American Lit; honors level to special services inclusion; fundamentals of speech; competitive forensics, debate, student congress. Additional duties include advising the student literary magazine, *Rambles,* for three years.

Presented to the faculty ideas for using performance pedagogy in all curriculum areas (2011).

2006 Summer
Upward Bound, Idaho State University. Responsible for teaching College Prep English with the directive to teach the course as I would the English 1101 Introduction to Writing at ISU; taught speech and English 12 following the Idaho Content Standards for those classes.

1981-1984; 1986-1989
English teacher, Kofa High School, Yuma, Arizona
Grades 10-12; Contemporary World Lit, British Lit, American Lit; includes experience teaching English Language Learners as well as native English speakers. Additional duties include advising the wrestling cheerleaders (volunteer).

1984-1986
English, Urbana Community School, Urbana, Iowa
Grades 7-8; Additional responsibilities include advising the student newspaper, coaching the cheerleaders, serving as a class sponsor, and directing school-wide drama productions.

COMMITTEE MEMBERSHIPS

2008 to Present
Highland H. S. Mission Statement Committee

2008 to Present
Highland H.S. Building Representative for PEA

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Lynda L. LeBlanc, D.A.
lleblanc@cdacharter.org
2225 S. Madison St.
Spokane, WA 99203
(509) 981-1922

EDUCATION:

Doctor of Arts in English with interdisciplinary focus in French — **Idaho State University, Pocatello, ID, May 2008**

Doctoral Theses:
"Listening to the Lives of Hospice Staff and Volunteers through Their Poems: Participatory Action Research Study of a Six-Week Poem-Making Workshop for Hospice of Spokane's Caregivers"

"Listening to the Awakening: Robert Lebrun's and Adèle Ratignolle's Narrative Approach with Edna Pontellier"

Masters of Education in Teaching — **Gonzaga University, Spokane, WA, May 1989**

Masters Thesis:
"Teaching French to Elementary School Students: A Curriculum for Kindergarten through Sixth Grade"

Bachelor of Arts in Journalism — **Louisiana State University, Baton Rouge, LA**
Minor: French — **May 1981**

HONORS:

2011	Grant Recipient for a project entitled Ya Ya Haiti, Professional Standards Commission for Idaho's Department of Education (With this grant money, a community garden has been constructed at Coeur d'Alene Charter Academy. Future plans include selling the produce and using its proceeds to fund small projects in Haiti.)
2011	Northwest Inland Writing Project' Summer Institute Fellow
2010	Classroom Mini-Grant Recipient, Northwest Professional Educators (NWPE)
2002-2004, 1999-2000	Graduate Teaching Fellow, Idaho State University
2000-2001	Graduate Teaching Assistant, Idaho State University
1987-1989	Assistantship for Masters in Education, Gonzaga University
1984-1985	Assistante, one-year assistantship to teach English at Collège Paul Bert and Collège Denfert Rochereau in Auxerre, France
Summer 1982	Summer scholarship recipient to study French at Laval University, Quebec City, Canada

PUBLICATIONS:

Co-author for *C'est Parti: French Level One*. Eurydice Lafferayrie, ed. Paris: Lelivrescolaire.fr, 2012.

"Une Petite Reverie about False Teeth," *Rendezvous.* 37(2003): 17-20.

HIGH SCHOOL AND JUNIOR HIGH TEACHING EXPERIENCE:

High school French teacher, high school and junior high English teacher, Coeur d'Alene Charter Academy
2009- present, Coeur d'Alene, Idaho
Developing and teaching a French program for high school students; teaching ninth grade English (Ancient Literature) and seventh grade English.

French teacher, Center for Talented Youth (CTY)
Summer 2009, Chestertown, MD
Created and taught a French curriculum for middle school students at the Chestertown, MD site. CTY is a summer program through Johns Hopkins University and focuses on the needs of students with exceptionally high academic abilities.

Junior high and high school French teacher, Saint George's School
1993-1997, Spokane, WA
Planned and taught French classes to students in seventh, eighth, and ninth grade; designed and modified assignments for beginning and intermediate students of French.

English as a Second Language and French high school teacher, Leysin American School- Summer in Switzerland
Summers 2002 and 1991, Leysin, Switzerland
Planned and taught intermediate ESL and French classes to international students living at Leysin American School during its summer program.

English as a Second Language high school teacher and curriculum designer, Coeur d'Alene School District
Summers 1994-1999, Coeur d'Alene, ID
Designed three-week summer curriculum for beginning-level Japanese high school students and hired teachers for the summer program. Focus was on basic communication skills: learning dialogues for afternoon field trips and conversations with host families, writing thank you letters, etc.

COLLEGE TEACHING EXPERIENCE:

French Instructor, Eastern Washington University
Winter 2006 and Spring 2006, Spokane, WA
Planned and taught Elementary French II (French 102) and Elementary French III (French 103).

English Instructor, Idaho State University
2000-2004, Pocatello, ID
Planned and taught Basic Writing (English 90), English Composition (English 101), and Introduction to Literature (English 110); designed and modified assignments for beginning composition and literature students. For composition classes, met regularly with students in formal conferences and informal meetings to provide one-on-one guidance. For literature classes, presented lectures and facilitated student-led discussions on short stories, poetry, plays, and novels.

Instructor of English as a Second Language for Taiwanese Junior Officers in the Ministry of Foreign Affairs, Idaho State University
2001-2004, Pocatello, ID
Developed and taught an ESL curriculum specifically chosen for Taiwanese junior diplomats. Class met twice weekly with emphasis on augmentation of speaking abilities. Junior officers memorized and recited historical American speeches as well as delivered self-written speeches. Lessons also included study on American literature, grammar, current events, American music, and journal writing. Students selected points of interest for monthly field trips.

Instructor of French, Idaho State University
1999-2000, Pocatello, ID
Planned and taught elementary French I (French 101) and Elementary French II (French 102)

English as a Second Language Instructor for a three-week immersion program for Japanese junior college students, North Idaho College
1989-1992, Coeur d'Alene, ID
Developed and taught an ESL class for female Japanese junior college students with beginning English language skills. Class met half a day, every day, for three weeks. Lessons focused speaking and listening activities; writing instruction included daily journal writing and dialogue writing to prepare students for campus field trips where students interacted with NIC students.

ADDITIONAL PROFESSIONAL EXPERIENCES:

Writers' Workshop Instructor, Institute for Extended Learning, Community Colleges of Spokane
Winter 2008- Spring 2009, Spokane, WA
Taught weekly writing workshops for seniors (55+), introduced texts from various literary genres for writer-response activities, and presented informal lessons on grammar usage.

Community Representative, USAuPair
October 2008- December 2012, Spokane, WA
Provided assistance to Spokane au pairs and their host families. Monitor and support au pairs' progress during their year in the cultural exchange program and maintain regular contact with host family.

Assistant to the Academic Dean, Center for Talented Youth
Summer 2007, Palo Alto, CA
Assisted academic dean of a summer program designed for gifted middle school students. Led weekly training sessions for teaching assistants, served as their support system, and, if necessary, evaluated their classroom skills. Often observed class sessions to make sure a beneficial environment existed for all parties, students, teaching assistants, and teachers.

POETRY AS THERAPY WORKSHOPS:

"Listening to Stories during a Week of Pediatric Fieldwork"
February 7, 2008- February 21, 2008
Developed a reflective writing component to a fieldwork experience for second-year occupational therapy students at Eastern Washington University. Focus was on students practicing listening skills, with themselves and pediatric clients. Stories written by and centered around caregivers were read and used as springboards for student-generated poetry.

"Writing as Self-Care for a Dystonia Support Group"
February 16, 2008
Developed and taught a writing workshop to individuals diagnosed with dystonia. Emphasis was on writing techniques that helped participants articulate their pain and use writing as a tool for healing.

"Living through Grief: Tools for Transition," Immaculate Heart Retreat Center
June 2, 2007
Developed and taught a poem-making workshop at a weekend "Living through Grief" retreat geared for those who had lost loved ones in the previous year. Focus was on the healing power of writing and giving voice to participants' pain.

"Poetry Therapy: Exploring the Sacred," Hospice of Spokane
March 23, 2007
Developed and taught a luncheon workshop to Spokane clergy where participants read and wrote poetry on the value of being listened to and their sentiments of the sacred.

"Self-discovery through Poem Making," Hospice of Spokane
Winter 2007, Spokane, WA
Developed and taught a weekly six-week poetry therapy class for Hospice of Spokane staff and volunteers. Participants read accessible poetry on childhood, pain, and death and used resonant phrases to trigger self-generated poetry. Focus was on the therapeutic process rather than the poetic product.

PRESENTATIONS

"The Therapeutic Use of Poetry: Listening to the Stories of Our Lives through Poetry," Naked Lunch Series. Eastern Washington University, Spokane, WA, March 8, 2012.

"The Therapeutic Use of Poetry for Teachers," Northwest Inland Writing Project Spring Conference, Spokane, WA, March 7, 2012.

"Using Program Evaluation Strategies to Develop and Improve Healing Arts Programs," Society for Arts in Healthcare, Annual International Conference, Minneapolis, MN, April 28-29, 2010. (poster)

"Listening to the Lives of Hospice Staff and Volunteers through Their Poems," Society for Arts in Healthcare, Annual International Conference, Buffalo, NY, April 23-24, 2009. (poster)

"The Point of Point of View," Inland Northwest Writers Guild. Auntie's Bookstore, Spokane, WA, March 18, 2008.

COMMUNITY ACTIVITIES

Assistant to dance instructor for Dance for Parkinson's, Spokane, WA, 2011-present

Charter member of Blazen Divaz, a Coeur d'Alene women's dance/drill team, 2009- 2012.

PROFESSIONAL MEMBERSHIP

Pi Delta Phi, National French Honor Society

Mikki Samargis Nuckols

587 Reagan Idaho Falls, Idaho 83401
Home (208) 524-4793 Cell (208) 680-6454

OBJECTIVE

To utilize my teaching dynamics in enhancing the lives of youth.

EDUCATION

BACHELOR OF EDUCATION K-8; READING ENDORSEMENT K-12. Idaho State University, Pocatello, Idaho. December 1995.
MASTER OF EDUCATION (LITERACY). Idaho State University, Pocatello, Idaho. December 2006.

EXPERIENCE

TEACHER Rocky Mountain Middle School, Idaho Falls, Idaho. November 1998 to Present.
(7th Grade)

- Reading Teacher for 7th grade Team Cougar. I work with the Team Puma and Jaguar reading teachers to set up a curriculum calendar to match standards, create assessments for units, and end of course assessments.
- Team Leader for Team Cougar. Bi-monthly meetings with other team leaders. Conduct weekly meetings discussing curriculum, student concerns, and team activities.
- Focus Team Leader for the literacy team. 2005-2009
- Summer school reading teacher for both incoming 7th and 8th graders. 2006-2008
- Mentor for new teachers at Rocky Mountain Middle School. 2004 to present
- Advisor for the PALS program.
- Book adoption committee member for reading/literature for District 93..

Special Project Assignment –Bonneville Joint School District 93, Idaho Falls, Idaho. August 2009 to Present. Trainer for mentor teachers. Conducts monthly mentor training sessions using the New Teacher Center training format.

Idaho State Teacher Evaluation Taskforce.

(6th Grade) Responsibilities included: reading program instruction for all of Team B including power reading, one section of science, and one section of World Civilization.

Team Leader for 6th grade Team B.

(8th Grade) Responsibilities included: instruction in grammar, spelling, literature, and Accelerated Reading program. Developed and instructed AR Literature for low-level readers.

ORGANIZATIONS

Delta Kappa Gamma: 1st Vice President (2008-2010)
2007 Milken Educator Award
Northwest Professional Educators
American Council Teacher to Russia

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Aliene (Ali) A. Shearer

2886 N Mule Deer Wy, Meridian, ID 83646
(208)887-6925 hm (208)631-1771 cell
Shearer.ali@meridianschools.org

PROFILE

Classroom teacher with 16 years of experience in the high school setting. Solid reputation as an effective instructor, devoted professional and supportive colleague. Demonstrates passion for learning, teaching, and the teaching profession. Excellent organizational and communication skills.

STRENGTHS

- Collaborative
- Professional
- Reflective
- Inquisitive
- Able to compromise
- Excellent written and oral communication skills

EXPERIENCE

Centennial High School, Boise, Idaho, Joint School District #02 1998-Present
Teacher of French, English, Language Arts Lab, and Student Council

- Managed student loads of approx. 180 students per school year
- Prepared and presented lessons to classes in French, levels 1-3
- Collaborated with colleagues to create common assessments, establish curricular goals, analyze student data, and improve instruction
- Mentored two student teachers
- Developed and implemented school-wide Response to Intervention plan as part of Faculty Advisory Council
- Formulated and implemented school-wide late work policy as part of Faculty Advisory Council
- Wrote portion of school accreditation report as World Language Department Chair
- Wrote district concept-based curriculum for Junior level Language Arts
- Wrote district End-of-Course exams for French, levels 1, 2, and 3

Skyview High School, Nampa, Idaho, Nampa School District #131 1996-1998
Teacher of English, Journalism, and Newspaper Advisor

- General Classroom Duties

EDUCATION

Master's of Educational Leadership, *Northwest Nazarene University, Nampa, Idaho* 2006
Bachelor of Arts, Secondary English Education, *Idaho State University, Pocatello, Idaho* 1998

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Roger D. Holyoak
237 Jacob Street
Chubbuck, ID 83202
Phone: 208.238.1324
E-mail: holyoaro@sd25.us

Objective
To secure a position as a member of the Professional Standards Commission (PSC), an advisory group to the Idaho State Board of Education.

Summary
Worked with high school aged-students to promote the acquisition of Academic, Career and Social/Personal skills with the proposition that all students are capable of learning and bettering themselves in their current and future lives as individuals, in their families, and in their communities.

Experience
School Counselor: 1992 to Present
Highland High School, Pocatello, Idaho
Intern School Counselor: 1991 to 1992
Eisenhower Junior High School, Salt Lake City, Utah
School Teacher: Civics, History, Health, Spanish: 1983 to 1992
Eisenhower Junior High School, Salt Lake City, Utah

Served on Committees: 1992 to Present
Served on the committee that wrote the Idaho School Counseling Model: A Framework for Comprehensive Programs, Third Edition, 2009.
School District #25: Committee to formulate plans for alternate high school
School District #25: School Counselor Advisory Committee
Health Department: Teen Pregnancy Prevention Committee

Worked for the Betterment of Students: 1983 to Present
Trained student youth leaders to be aware of the needs of others in home, school, church and communities to help others and to assure that they don't fall victims to drug/alcohol use, not be adopted into the community of gangs, to help make wise, decisions, build strong self-esteem, to build resiliency and self-confidence.

Youth, community, church leader: Involvement with young people in providing career guidance, developing communication skills, leadership skills, problem solving skills and decision making skills and relationship building.

Pocatello Teachers Federal Credit Union board member, 2 terms
Business Professionals of America (BPA) events judge, several years
Hispanic Awareness Leadership Organization (HALO) club adviser, several years
Military Relations Liaison Highland High School, 20 years
Boy Scouts of America leadership: Wood Badge trained, Earned Scoutmaster Award of Merit

Running a Small Business: 2010 to present
Family Business

Education

University of Utah, Salt Lake City, Utah 1995 **Degree**: M.S.; **Major**: Pupil Services: School Counseling
Westminster College of Salt Lake City, Salt Lake City, Utah 1987 **Degree**: M. Ed; **Major**: Education
Brigham Young University, Provo, Utah 1982 **Degree**: B.A.; **Major**: Secondary Education: Spanish

Jeri S. Midgley
1850 W. Prairie Ave
Coeur d'Alene, ID 83815
(208) 762-4016 ♦ lightjeri@aol.com

EDUCATION

University of Idaho, Moscow, Idaho. Ph.D. in Education.

> **Dissertation***: Return on Postsecondary Education Investment: An Analysis of Professional and Technical Education Degrees in Idaho.*
> **Coursework***:* Introductory, Intermediate, and Advanced Quantitative Research Methods; Introductory Qualitative Research Methods; Writing for Publication; Administration and Supervision, Ethical Leadership; Administration Personal Supervision; School Finance, Foundations of Adult Education.
> **Major Professor:** Dr. Ernest Biller
> **Committee Members:** Dr. Chris Williams, Dr. Kathy Canfield-Davis, Dr. Jerry Tuchscherer

Seattle Pacific University, Seattle, Washington. Master of Arts in Community Counseling – School Counseling emphasis.

> **Coursework:** Educational Research; Family Counseling; Group Counseling; Theories of Individual Counseling; Counseling throughout the Lifespan and Program Planning.

Utah State University, Logan, Utah. Bachelor of Science in Special Education – Mild/Moderate Emphasis.

PROFESSIONAL EXPERIENCE

School Counselor. Coeur d'Alene High School 2012-Current
Project CDA/Bridge Academy, Coeur d'Alene, Idaho. 1999-2012

- Work with students, parents, community and staff to ensure educational success.
- SAT supervisor, individual and group counseling, scheduling, and discipline as needed.
- Initiated district parent/counselor monthly informational meetings.
- Coordinated district financial aid night.
- Building administration team.
- School Improvement Team.
- Instructional leadership and supervision.
- Analyze problems and complex issues of student's living arrangements and assist while encouraging them to be successful in school.
- Acting principal in her/his absence 2004 – 2010.
- Additional work because of staff shortage; registrar and secretary.

Career Counselor. Project CDA, Coeur d'Alene, Idaho. 1999 – 2004.

- Coordinate school-wide collaboration with Idaho Job Service, arrange Career Center, acquired Workforce Investment Grant (WIA) and managed funds to work with most disenfranchised students in a school of at risk students.
- Began summer jobs program in liaison with Job Service, assisted students with career choices and funds to secure their success in college.
- Created ties with the community to assist students.

Master Teacher. University of Idaho, Coeur d'Alene, Idaho. 2005 – 2006.

- Participated in a collaborative project through the University of Idaho, Idaho State University, and the State Division of Professional-Technical Education. Selected to participate in an "Integration Academy" to design curriculum in integration methods. Assisted in writing course modules, web development, and taught integration course for graduate program.

School Counselor. Independence Alternative High School, Blackfoot, Idaho. June 1995 – 1998.

- Counselor; individual, group, family.
- Started community programs for Drug/Alcohol awareness, Health and Welfare programs.
- Acting principal in his absence.

Teacher of regular/special educators. King County Professional-Technical Consortium, Seattle, WA. 1997

- Fostering working relationships to better educate teachers to work with students with learning/behavioral difficulties to assist success in regular education classes. Co-wrote curriculum for class**.**

Special Education Teacher/Department Head. Renton High School, Renton, WA. 1989 –1995.

- Building coordinator for Renton Vocational Technical Institute, arranged classes, transportation. Liaison for college instructors to work with students with educational disabilities.
- Supervised/evaluated teachers and instructional assistants. Assisted teachers in improve teaching skills for students with learning and behavioral difficulties.
- Co-wrote district curriculum for Health, Job Readiness classes.

Employment Counselor. King County Work Training Program, Seattle, WA, June-August, 1996 – 1998.

- Helped train, track and counsel students in summer jobs.
- Assisted with living and educational problems.

COURSES TAUGHT

Project CDA, Instructor
"Why Try" course in thinking through choices to 9^{th} prep students (Fall 2011)

Renton High School, Instructor
Job Readiness class, Health, Pacific North West History (Fall 1989 – 1995)
Math, Language Arts, Reading, and Diversified Occupations (Fall 1990 – 1995)

University of Idaho, Master Teacher
Professional-Technical/Tech Ed – Integrating Academic Standards in Professional-Technical Education (Fall 2004, Spring 2005).

SPECIAL ASSIGNMENTS

Program Evaluator: University of Idaho Back to the Earth project. Evaluation of summer school and after school program to insure students from Spokane and Coeur d'Alene Tribes finish school and go on into college in STEM careers.

Grant Writing: Began and participated in a collaborative project between Idaho Department of Labor and the Coeur d'Alene School District. Authored Workforce Investment Act grant.

School representative to the superintendent 1999 – 2012

RESEARCH AND TEACHING INTERESTS

Return on Investment in post secondary education, Career and Technical Education.
Evaluation on grant based programs.

PUBLICATIONS

Return on Postsecondary Education Investment: An Analysis of Professional and Technical Education Degrees in Idaho. Publication date: January 2012.

CERTIFICATIONS

Professional Technical Administer Certificate 2008 – Current
Work Based Learning Coordinator/Occupational Specialist, 2002 – Current
Pupil Personal Services K-12, 1995 – Current
Standard Exceptional Child K –12, 1989 – Current

PROFESSIONAL DEVELOPMENT

***Integration Academy**:* Participated in one-year collaborative project through University of Idaho, Idaho State University and the Idaho State Division of Professional-Technical Education. Project consisted of teacher educators and university educators from around the state and focused on integrating academic and professional-technical curriculum. Co-Developed curriculum, hybrid web course, and taught course for University of Idaho.

***Leadership**:* Completed a three-year institute through the Idaho State Division of Professional-Technical Education (2005 – 2008). Program of study consisted of thirteen seminars in Idaho and National Professional-Technical policies and processes including the operation, funding, maintenance and design of professional-technical programs. Completed Project Leadership, Sun Valley, Idaho. University coursework included: Administration of Personnel, School Finance, School Law, and Supervision and Management. Received State of Idaho, Professional-Technical Administrator's Endorsement, May 2008.

***SAT Supervisors Course**:* Completed SAT course through College Board.

***Workshops**:*
- "Why Try" course, Why Try Organization.
- Danielson Model supervisory work, Coeur d'Alene School District.
- "Mean Girl" Anti-Bullying, Spokane WA.

CONFERENCES AND PRESENTATIONS

- Presented Professional Technical Education Summer Conference, Boise, ID, June 12 – 13, 2012
- Presented Association of Career and Technical Education Region V Conference, Jackson, WY. April 2012.
- Presented Association of Career and Technical Education National Conference, Orlando, FL. July 2007.
- Association for Career and Technical Education National Meeting, Washington D.C., March, 2006.
- Leadership Institute, Sun Valley, Idaho. October 2005, 2006, 2007
- Idaho State Professional-Technical Education Summer Conference. August 2000 – 2007, 2012.

PROFESSIONAL MEMBERSHIPS

- National Association of Career-Technical Educators
- Idaho Association of Professional-Technical Educators
- Idaho Education Association

COMMITTEE WORK

- School Improvement Team member, Project CDA 2007 – 2012
- Attendance Committee, Project CDA, 2010 – 2012
- Remediation Committee, Coeur d'Alene School District 2001 – 2005
- Common Schedule Committee, Coeur d'Alene School District 2011– 2012
- Faculty Representative, 1999- 2012, Coeur d'Alene School District
- Senior Project Committee, Project CDA
- Coordinator Graduation Committee, Project CDA, 2004 – 2012
- Mediation Team, Renton High School
- Coordinator of New Programs for students with special needs, Renton Technical Vocational College

2328 East D Street
Moscow, ID 83843

Phone (208)882-0228
E-mail mikolajk@msd281.org

Kim Mikolajczyk

Education

2008-2010 University of Idaho Moscow, ID

Education Specialist in Education Leadership

Education Leadership qualification for a principal endorsement.

1996-1999 Eastern Washington University Cheney, WA

Master in Social Work

Generalist Practice. Advanced Practicum Experience at Lewiston School District under Steve Button, MSW.

1986-1991 University of Idaho Moscow, ID

Bachelors of Science

Graduated with a Degree in Child Development and Family Relations. Internships: Y Care's preschool program servicing families living in Vancouver, Washington homeless shelters, Southwest Medical Center inpatient juvenile drug/alcohol rehabilitation center.

Professional experience

2004-present **Moscow School District** **Moscow, ID**

Elementary School Counselor

Provide services to children, family and staff at McDonald Elementary. Services include individual and group counseling services. Development and implementation of programs related to student success.

2000-2004 Washington State University Pullman, WA

Instructor

Developed and taught courses, SW390 and SW393, Child Welfare Services and Community Organization through the Sociology Department

2001-2003 University of Idaho Moscow, ID

Instructor

Developed and taught Child Protection course through the Sociology Department.

2001-2004 State of Idaho, Dept. of Health & Welfare Moscow, ID

Children's Mental Health Clinician

Developed and coordinated WRAP program with Moscow School District and Latah County Youth services providing school aged children with mental health issues support in their educational setting. Developed and directed the Therapeutic Foster Parent curriculum.

1995-2001 State of Idaho, Dept. of Health & Welfare Moscow, ID

Child Protection Social Worker

Developed and coordinated WRAP program with Moscow School District and Latah County Youth services providing school aged children with mental health issues support in their educational setting. Served on the state Keeping Kids Safe, and fatality review committees.

Professional memberships-Honors

Idaho Education Credential: Administrator: School Principal Pre-K-12. School Social Worker, State of Idaho, Department of Education, expires September 2014

Licensed Master Social Worker, State of Idaho Bureau of Occupational Licenses, expires June 2013

Member representative of Moscow Education Association 2008-2012.

National Association of Social Workers member 2006-present.

Directors Award of Excellence, 2000. Given to one employee to the Department of Health and Welfare in each region each year.

Objective

To become an active member of the Professional Standard Commission.

Interests and activities

I like walking, reading, and cooking for others. I love yearly trips to Hood's Canal in Puget Sound, which includes clamming and crabbing while camping with my family.

Lonni M. Smith

1485 SW Chelsey Circle
Mountain Home, Idaho 83647
Phone: (208)867-7933
lonnid@msn.com

EDUCATION

2004 - 2007 **University of West Alabama** **G.P.A. 3.72**
M. Ed. School Counseling

1995-2000 **Boise State University** **G.P.A. 3.26**
B.S. K-12 Physical Education
6-12 Health

EMPLOYMENT HISTORY

2010 - Present **Mountain Home High School** **Mtn. Home, Idaho**
School Counselor
Responsible for the collaborative implementation of the counseling program to address the needs of all students in the development of academic, social, and emotional competencies with specific attention to graduation progress and development of student post-secondary goals. Duties include class lessons, individual and small group counseling, consultation with staff and parents regarding student needs, student and parent referrals to appropriate school and community based programs, participation in school based improvement teams, and regular review and renovation of counseling program to address ever-changing student needs.

2009 - 2010 **iSucceed Virtual High School** **Boise, Idaho**
Academic Counselor
Responsible for the evaluation of academic records to assist in the correct placement and advancement of students' education. Duties also included responsive services, ISAT test administration, participation in school improvement committees, and informational / orientation presentations.

2008 - 2009 **Elmore County Juvenile Probation** **Mtn. Home, Idaho**
Juvenile Probation Officer
Responsible for providing probationary supervision to juveniles as ordered by the court. Duties included the investigation and preparation of pre-sentence reports, recommendation of appropriate rehabilitative programs, and implementation and monitoring of court ordered programs and restrictions. Required regular communication with probationers, parents, service providers and court personnel.

2000 - 2008 **Rimrock Jr. - Sr. High School** **Bruneau, Idaho**
School Counselor (2005 - 2008)
Responsible for the social, emotional and intellectual development of students, grades 7 - 12, including academic planning and advising of all students, as well as four year plans and the preparation and pursuit of post-high school goals. Other duties included organizing and monitoring all student scheduling, course work and progress towards graduation, as well as maintaining cumulative student records.

Teacher (2000 - 2005)
Responsible for the planning, presentation and evaluation of educational materials to ensure student learning. Duties included the evaluation of student work in an accurate and timely manner in order to communicate progress to both student and parent.

Athletic Director (2003 - 2005)
Responsible for all organizational facets of the athletic department's twelve junior high and high school programs. Duties included the hiring and evaluation of personnel, management of athletics' budget, securing of event personnel and game management. Other responsibilities included the scheduling of all interscholastic contests for all teams as well as the securing of facilities for said contests.

CERTIFICATIONS

- Idaho Education Credential: Standard Secondary(PE K/12, Health 6/12)
  Pupil Personnel Services (Counselor K/12)
- Boise State University Basic Educational Technology Competency Certificate
- National Federation of State High School Associations / American Sport Education Program Certificate

TAB	DESCRIPTION	ACTION
1	**UNIVERSITY OF IDAHO ANNUAL REPORT**	Information Item
2	**PRESIDENTS' COUNCIL REPORT**	Information Item
3	**PROFESSIONAL TECHNICAL EDUCATION ANNUAL REPORT**	Information Item
4	**BOARD BYLAWS H.4 – AUDIT COMMITTEE – SECOND READING**	Motion to Approve
5	**BOARD POLICY I.P. IDAHO INDIAN EDUCATION COMMITTEE – SECOND READING**	Motion to Approve
6	**INSTITUTION, AGENCY, AND SPECIAL/HEALTH PROGRAMS STRATEGIC PLANS**	Motion to Approve
7	**PRESIDENT APPROVED ALCOHOL PERMITS**	Information Item

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SUBJECT

University of Idaho (UI) Annual Progress Report

APPLICABLE STATUTE, RULE, OR POLICY

Idaho State Board of Education Governing Policies & Procedures, Section I.M.3.

BACKGROUND/DISCUSSION

This agenda item fulfills the Board's requirement for the University of Idaho to provide a progress report on the institution's strategic plan, details of implementation, status of goals and objectives and information on other points of interest in accordance with a schedule and format established by the Board's Executive Director.

President Nellis will provide a 15-minute overview of UI's progress in carrying out the University's strategic plan.

IMPACT

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

BOARD ACTION

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

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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.

At the Councils March 5, 2013 meeting topics discussed were:

- MOOC (Massive Open Online Course)
- E-learning across the state
- Cloud technology
- Utah's out-of-state resident tuition bill
- Campus Alcohol Awareness programs
- Graduate Level Courses – Collaboration with Veterans Hospital
- Impact of The Affordable Health Care Act on adjuncts

BOARD ACTION

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

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SUBJECT

Division of Professional-Technical Education (PTE)

APPLICABLE STATUTE, RULE, OR POLICY

Idaho State Board of Education Governing Policies & Procedures, Section I.M.3.

BACKGROUND/DISCUSSION

This agenda item fulfills the Board’s requirement for PTE to provide a progress report on the agency’s strategic plan, details of implementation, status of goals and objectives and information on other points of interest in accordance with a schedule and format established by the Board’s Executive Director.

Todd Schwartz, Administrator of the Division of Profession-Technical Education, will provide an overview of PTE’s progress in carrying out the agencies strategic plan.

BOARD ACTION

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

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SUBJECT
Board Bylaws H.4. – Audit Committee – Second Reading

REFERENCE

December 2009	Board approved second reading of changes to the Board Bylaws.
December 2008	Board approved second reading of Board Policy Section V.H. Audits
February 2013	Board approved first reading of the proposed amendment to Board by-laws Section H.4. Audit Committee

APPLICABLE STATUTE, RULE OR POLICY
Idaho State Board of Education Bylaws, Section H.4. Audit Committee
Idaho State Board of Education, Governing Policies and Procedures, V.H. Audits

BACKGROUND/DISCUSSION
In the past there was some confusion to the role of the Audit Committee and the selection of the external auditor. The Board by-laws indicated the Committee was to select the external auditor and the policy and committee charter specifies that the Board was to make the final selection.

STAFF COMMENTS AND RECOMMENDATIONS
In order to bring all three governing documents into alignment staff are proposing the Board Bylaws be amended to bring them in alignment with current Board policy.

No comments or concerns were received between the first and second readying of the proposed changes. No additional amendments have been made to the by-laws. Staff recommends approval.

ATTACHMENTS
Attachment 1 – Revised Board Bylaws H.4. Audit Committee Page 3

BOARD ACTION
I move to approve the second reading of amendments to Board Bylaws H.4., Audit Committee, as presented in attachment 1.

Moved by__________ Seconded by__________ Carried Yes_____ No__

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4. Audit Committee

a. Purpose

The Audit Committee is a standing committee of the Board. The Audit Committee provides oversight to the organizations under its governance (defined in Idaho State Board of Education, Policies and Procedures, Section I. A.1.) for: financial statement integrity, financial practices, internal control systems, financial management, and standards of conduct.

b. Composition

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. No employee of an institution or agency under the governance of the Board shall serve on the Audit Committee. Each Audit Committee member shall be independent, free from any relationship that would interfere with the exercise of her or his independent judgment. Audit Committee members shall not be compensated for their service on the committee, and shall not have a financial interest in, or any other conflict of interest with, any entity doing business with the Board, or any institution or agency under the governance of the Board. However, Audit Committee members who are Board members may be compensated for Board service. The Audit Committee may appoint a working unit or units, which could include the chief financial officers of the institutions and financial officers of the Board office.

All members shall have an understanding of the Committee and financial affairs and the ability to exercise independent judgment, and at least one member of the Committee shall have current accounting or related financial management expertise in the following areas:

1) an understanding of generally accepted accounting principles, experience in preparing, auditing, analyzing, or evaluating complex financial statements, and;
2) the ability to assess the general application of such principles in the accounting for estimates, accruals, and reserves, and;
3) experience in preparing or auditing financial statements and;
4) an understanding of internal controls.

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. The Audit Committee chair shall be appointed by the Board President and shall be a Board member.

c. Responsibilities and Procedures

It is not the Committee's duty to plan or conduct audits or to determine that the institution's financial statements are complete, accurate and in accordance with generally accepted accounting principles. Management of the applicable institution's and agencies shall be responsible for the preparation, presentation, and integrity of the financial statements and for the appropriateness of the accounting principles and reporting policies used. The following shall be the principle duties and responsibilities of the Committee:

1) ~~Approve~~ Select for Board ratification the appointment of the independent auditor, and establish the compensation, and evaluate and oversee the work of the independent auditors. The Committee must approve any services prior to being provided by the independent auditor. The independent auditing firm shall report directly to the Committee and the auditor's "engagement letter" shall be addressed to the Committee and the President of each institution. The Committee shall have the authority to engage the Board's legal counsel and other consultants necessary to carry out its duties.
2) Discuss with the independent auditors the audit scope, focusing on areas of concern or interest;
3) Review the financial statements, adequacy of internal controls and findings with the independent auditor. The independent auditor's "management letter" shall include management responses and be addressed to the Audit Committee and President of the institution.
4) Ensure the independent auditor presents the financial statements to the Board and provides detail and summary reports as appropriate.
5) Oversee standards of conduct (ethical behavior) and conflict of interest policies of the Board and the institutions and agencies under its governance including establishment of confidential complaint mechanisms.
6) Monitor the integrity of each organization's financial accounting process and systems of internal controls regarding finance, accounting and stewardship of assets;
7) Monitor the independence and performance of each organization's independent auditors and internal auditing departments;
8) Provide general guidance for developing risk assessment models for all institutions.
9) Provide an avenue of communication among the independent auditors, management, the internal audit staff and the Board.
10) Maintain audit review responsibilities of institutional affiliates to include but not limited to foundations and booster organizations.

The Audit Committee will meet as needed. The Committee may establish necessary procedures to carry out its responsibilities. Such procedures must be consistent with the Board's Governing Policies and Procedures. The

Board's Chief Fiscal Officer, under the direction of the chair, prepares the agenda for work that is under consideration at each meeting of the Board.

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SUBJECT

Board Policy I.P. Idaho Indian Education Committee – Second Reading

REFERENCE

December 6-7, 2007	The Board was provided an update on the Native American Higher Education Committee's progress.
June 20, 2008	The Board approved the Committee moving forward with scheduling future meetings with each of the Tribes and charged the Committee with reviewing how Board policy can meet the underserved need in the communities through advanced opportunities.
February 21, 2013	The Board approved the first reading of Board Policy I.P.

BACKGROUND/DISCUSSION

The Board approved the first reading of Board Policy I.P. Idaho Indian Education Committee at the February 2013 Regular Board meeting. The proposed policy combines the ad-hoc Higher Education Indian Education Committee with the Department of Education's Indian Education Committee.

The proposed composition of the Kindergarten to Postsecondary Indian Education Committee includes:

- One representative from each of the eight public postsecondary institutions
  - The representative should be from a Department or Division whose responsibility is to serve American Indian students
- One representative from each of the five recognized tribes
  - The representative should be the tribal chair or designee
- One k-12 representative from each of the five recognized tribes
- One representative from each of the two Bureau of Indian Education schools
- One representative from the State Board of Education

Staff support will come from both the State Department of Education through the Indian Education Coordinator position and the Office of the State Board of Education through the Chief Academic Officer and Academic Affairs Program Manager.

Staff have received no comments regarding the proposed policy. There have been no changes between the first and second reading.

ATTACHMENTS

Attachment 1 – Board Policy I.P. Idaho Indian Education Committee Page 3

STAFF COMMENTS AND RECOMMENDATIONS

Board staff recommends approval of the proposed policy.

BOARD ACTION

I move to approve Board Policy I.P. Idaho Indian Education Committee – second reading as presented.

Moved by __________ Seconded by __________ Carried Yes _____ No _____

Idaho State Board of Education

GOVERNING POLICIES AND PROCEDURES

SECTION: I. General Policies

SUBSECTION: P. Idaho Indian Education Committee **April 2012**

1. Purpose
   The purpose of the Idaho Indian Education Committee is to advocate for American Indian students, act as an advisory body to the State Board of Education and the State Superintendent of Public Instruction, and serve as a link between the American Indian Tribes. The mission of the Idaho Indian Education Committee is to create the conditions for and support of the efforts of raising the bar and eliminating the gap of academic achievement

2. Roles and Responsibilities
   In order to ensure all American Indian students in Idaho thrive, reach their full potential, and have access to educational services and opportunities, the scope of responsibilities shall include, but not be limited to, the following:

   a. Advocate and inform stakeholders, and make recommendations for educational policy as it relates to American Indian student access, retention, graduation, and achievement.

   b. Review and make recommendations on instructional materials to ensure inclusion of cultural knowledge and tribal context at the elementary, middle/junior high, and high school, and postsecondary level.

   c. Review and make recommendations on Teacher Certification Programs to ensure inclusion of cultural knowledge and tribal context.

   d. Review and make recommendations to ensure integration and use of cultural knowledge and tribal context as a component of instructional practice in schools that serve predominantly American Indian students.

   e. Review and make recommendations on funding and programs that serve American Indian students. To include, but not be limited to: Johnson O'Malley, Impact Aid, Title VII, Enrichment Programs.

   f. Review American Indian student achievement data to include, but not be limited to, K-12 standardized tests, K-12 and postsecondary graduation, retention, dropout, and completion data; health and safety data; suicide prevention data; drug violence data.

   g. Identify and promote best practices in supporting the success of American Indian students.

2. Membership
   The Idaho Indian Education Committee (Committee) membership shall be composed of the following:

- One representative from each of the eight public postsecondary institutions
  - The representative should be from an Advisory Committee or a Designee (Board will request nomination from the Provost/President)
- One representative from each of the five tribal chairs or designee
- One representative from each of the five tribal education affiliations (K-12)
- One representative from each of the two Bureau of Indian Education schools
- One representatives from the State Board of Education, as an ex-officio

Original appointments shall be for terms that are initially staggered to provide a rolling renewal of appointments. Thereafter, appointments shall be for five years, commencing on July 1st. All members of the Committee shall have equal voting privileges.

The Committee shall elect officers, to include a chairperson and vice-chairperson. Officers are elected to two (2) year terms at a regularly scheduled spring meeting. No elected officer may serve more than two (2) consecutive terms.

Staff support will come from the State Department of Education through the Indian Education Coordinator position the Office of the State Board of Education through the Chief Academic Officer and Academic Affairs Program Manager, and will include the following:

- Advisory to the Chair and Committee
- Liaison between Committee and the State Board of Education, State Department of Education, Colleges and Universities, and other stakeholders
- Prepares the agenda with input from the Committee
- Notifies Committee of upcoming meetings and other communications
- Records, publishes and disseminates minutes of meetings

Chairperson: Conducts the Committee meetings.

Vice-Chairperson: Acts on behalf of the Chairperson in their absence.

4. Meetings

The Committee will meet quarterly and use technology whenever possible to fulfill its duties. Meetings will take place at the Office of the State Board of Education, 650 West State Street, unless otherwise determined by the Committee membership.

The Chair will work with staff to establish agendas for each meeting. Members may request in writing to the chair items to include on the agenda. An opportunity to add or delete agenda items will be provided at the start of each meeting. Once the meeting has started the agenda may not be changed.

Minutes of each meeting will be recorded, published, and disseminated in draft form to Committee members as soon as possible after each meeting, for review of content accuracy. Meeting minutes in final form will then be presented for Committee approval at the next regularly scheduled Committee meeting.

Provided funds are available, Committee member business travel expenses for K-12 representatives attending quarterly committee meetings will be reimbursed at the State of Idaho rates with the exception of the Tribal Chairs or their designees, whose expenses will be covered by their respective tribal governments.

A quorum of the Committee shall consist of thirty percent (30%) of the Committee members. A quorum of the Committee must be present in order for the Committee to conduct any business.

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SUBJECT

Approval of Institution, Agency, and Special/Health Programs Strategic Plans

APPLICABLE STATUTE, RULE, OR POLICY

Idaho State Board of Education Governing Policies & Procedures, Section I.M.1.
Section 67-1901 through 67-1903, Idaho Code.

BACKGROUND/ DISCUSSION

The State of Idaho requires the institutions, agencies and special/health programs under the oversight of the board submit an updated strategic plan each year in July. The plans must encompass at a minimum the current year and four years going forward. The Board planning calendar schedules these plans to come forward annually at the April meeting. This timeline allows the Board to review the plans and ask questions in April, and if needed have them brought back to the Regular June Board meeting with changes for final approval while still meeting the States timeline. Attached you will find the strategic plans for the institution's, agencies and special/health programs for Board approval.

The guidelines set by the Board office follow the Division of Financial Management (DFM) and section 67-1901 through 67-1903, Idaho Code requirements. Each strategic plan must include, by code and Board policy:

* ***Vision and Mission Statement:*** Provide a comprehensive outcome-based statement covering major division and core functions of the agency. For the institutions, under the direct governance of the Board, the mission statement is the Board approved mission statement.
* ***Goals:*** A goal is a planning element that describes the broad condition or outcome that an agency or program is trying to achieve.
* ***Objective:*** The objective is a planning element that describes how the agency plans to achieve a goal.
* ***Performance Measures:*** Performance measures assess the progress the agency is making in achieving a goal (quantifiable indicator).
* ***Benchmarks:*** Benchmarks are performance targets for each performance measure for at a minimum the next fiscal year (and an explanation of how the benchmark level was established which can mean an industry standard or agency research of circumstances that impact performance capabilities). Unless otherwise stated, benchmarks are a target that is expected to be reached by the completion of the time-frame covered by the strategic plan.
* ***External Factors:*** Identify external factors that are beyond the control of the agency that affect the achievement of goals.

Each of these components is a standard strategic plan component. Nationally some entities use Key Performance Indicators, rather than Performance Measures. Strategic planning, in general, is considered a good business practice, whether in the private or public sector.

In accordance with the Board's planning calendar, the Board will be presented with the institutions, agencies and special/health programs performance measure data at the October 2013 Regular Board meeting. The performance measures presented will be those measures approved by the Board through the institutions, agencies and special/health programs strategic plans.

IMPACT

Review of the institutions, agencies and special/health programs at this time will allow the Board to ask questions and or request changes or additions to the strategic plans.

ATTACHMENTS

STAFF COMMENTS AND RECOMMENDATIONS

Each institution, agency, and special/health program have submitted plans that are in alignment with the Boards strategic plan and meet the requirements established in Idaho code and Board policy. The plans include goals and objectives that fall under each of the Boards broader goals and objectives.

Due to the broad nature of the strategic plans, the alignment with the Complete College Idaho strategies and the institutions' Complete College Idaho plans strategies is not clearly identified in the strategic plans. Institutions have only been directed to align their strategic plans with the Board's overarching statewide strategic plan.

At the October 2011 Board meeting the Board requested the institutions include the following performance measures in their strategic plans:

- Remediation (number of first-time freshman who graduate from and Idaho High school in the previous year requiring remedial education). *Measures quality/alignment of education at the secondary level. Due to this a meaningful benchmark cannot be set by the institutions. This measure will be included in the cases served section on the annual Performance Measure Report.*
- Retention (number of full-time and part-time freshmen returning for a second year or program completion if professional-technical program of less than one year)
- Dual Credit (total credits and # of students)
- Total certificates and degrees conferred (number of undergraduate certificate and degree completions per 100 (FTE) undergraduate students enrolled)
- Cost per credit hour to deliver education
- Efficiency measure: Certificate (of at least one year in expected length) and degree completions per $100,000 of education and related spending by institutions (Education & Related spending is defined as the full cost of instruction and student services, plus the portion of institutional support and maintenance assigned to instruction) *This measures is currently reported to IPEDS by each institution.*

The community college strategic plans are each approved by their local Board of Trustees prior to being submitted to the State Board of Education. The community college plans are in substantial alignment with the Board's strategic plan.

BOARD ACTION

I move to approve the 2014-2018 (FY2015-FY2019) Institution, Agency, and Special/Health Program strategic plans as submitted.

Moved by __________ Seconded by __________ Carried Yes _____ No _____

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Idaho State Department of Education

Public Schools Strategic Plan
2012-2016

Vision Statement

To establish an innovative and flexible education system that focuses on results, inspires all students and prepares them to be successful in meeting today's challenges and tomorrow's opportunities.

Mission Statement

The Idaho State Department of Education is accountable for the success of all Idaho students. As leaders in education, we provide the expertise and technical assistance to promote educational excellence and highly effective instruction.

Indicators of a High-Quality Education System

- High student achievement
- Low dropout rate
- High percentage of students going on to postsecondary education
- Closed achievement gap
- All decisions based on current accurate data
- Efficient use of all resources
- Individualized education through technology

Guiding Principles

- Every student can learn and must have a highly effective teacher in every classroom.
- Market forces must drive necessary change.
- Current and new resources must focus on the 21st Century Classroom.

With these indicators and guiding principles as our focus, the Idaho State Department of Education will increase student achievement by focusing on the following areas:

- Maintain and continue to improve Idaho's new system of increased accountability which focuses on student academic growth for all students, provides multiple measures of school and student success based on outcomes, and provides for meaningful teacher and principal evaluations.

- Expanding student learning by creating a 21^{St} century classroom that is not limited by walls, bell schedules, availability of courses, and geography. Every student and all teachers will have equal access to the latest technology no matter where they live.

- Continuing to work with districts on accurate and timely submissions of data to the Idaho System for Education Excellence (ISEE) and ensure the quality of submissions.

- Implementing Phase 2 of Idaho System for Education Excellence (ISEE) in which every teacher in Idaho will have access to timely and relevant information on student achievement, digital content, and formative assessments through a statewide item bank and end-of-course assessments.

- Increasing choice options for students including charter, magnet, and alternative schools as well as course offerings through digital learning, including the Idaho Education Network.

The State Department of Education partners with independent school districts to ensure all students receive an education that prepares students for successful post-secondary education, employment and life.

Goal 1: Ensure students have the skills and knowledge necessary to succeed from kindergarten to high school graduation and post-secondary education.

Objective 1: Increase of the number of students proficient or advanced on the ISAT (prior to the implementation of higher standards)

Performance Measures: Percent of students who score proficient or advanced on the ISAT.

Benchmark: 88 percent of students proficient on reading, 86 percent of students proficient of math, 79 of students proficient in language arts.

Objective 2. Implement higher standards in English Language Arts and Mathematics.

Performance Measures: Percentage of students who pass the new Idaho Standards Achievement Tests (ISAT) based on higher English Language Arts and Mathematics standards.

Benchmark: Sixty percent of students in grades 3-8 will achieve proficiency on the new ISAT in math and English language arts after it is first administered in Spring 2015.

Objective 3: Improve access to postsecondary education while in high school.

Performance Measures: Percentage of students completing an advanced opportunity.

Benchmark: Sixty percent of students completing a dual credit, AP course or Tech Prep. dual credit.

Objective 4: Every high school junior will take a college readiness exam.

Performance Measure: Percentage of students who score college- and career-ready in areas of exam: reading, writing and math.

Benchmark: 40 percent of high school students score college and career ready on a college readiness exam.

Goal 2: Implement a longitudinal data system where teachers, administrators and parents have accurate student achievement data for a child's educational career.

Objective1: Create reports with longitudinal statistics to guide system-level improvement efforts.

Performance Measure: Development of aggregate-level longitudinal data for individualized student growth expectations.

Benchmark: Every Idaho student who takes the ISAT has a growth report available to his/her teacher and parents/guardians.

Objective2: Improve data quality in ISEE uploads to ensure accuracy.

Performance Measure: Random district audits of data quality including enrollment, attendance, and achievement tied students and staff.

Benchmark: Audits matching data submitted within a less than 10 percent margin of error.

Strategic Plan

Idaho Division of Vocational Rehabilitation

2014 - 2018

Content and Format

Since Federal and Idaho State governments operate according to different fiscal years, and since IDVR is accountable to Rehabilitation Services Administration (RSA) on a federal year basis (October 1 – September 30), the agency will use federal year statistics for reporting purposes in this Strategic Plan. This Plan will cover federal fiscal years (FFY) 2014 through 2018. Any comparisons noted in benchmarks will reflect the most complete FFY data available.

The Plan is divided into four sections. The first three sections describe the programs administered under the Idaho Division of Vocational Rehabilitation (IDVR). Each of the programs described, Vocational Rehabilitation, Extended Employment Services, and the Council for the Deaf and Hard of Hearing, outline specific goals, objectives, performance measures and benchmarks for achieving their stated goals. The final section addresses external factors impacting IDVR.

Vocational Rehabilitation Program Vision Statement

“Your success at work means our work is a success.”

Vocational Rehabilitation Program Mission Statement

“Preparing individuals with disabilities for employment and community enrichment.”

VR Strategic Plan

Vocational Rehabilitation Program Goals

Goal #1 – To provide excellent and quality customer service to individuals with disabilities while they prepare to obtain, maintain, or regain competitive employment and long term supported employment.

1. ***Objective:*** To provide customers with effective job supports including adequate job training to increase employment stability and retention.

   Performance Measure: To enhance the level of job preparedness services to all customers.

   Benchmark: Increase the number of successful rehabilitations in FFY 2014 to exceed FFY 2013 performance.

2. ***Objective:*** To increase employment successes for transition age youth.

   A. ***Performance Measure:*** To implement quarterly meetings with all School-Work transition counselors in order to increase shared best practice capacity building.

   Benchmark: The number of transition age youth exiting the IDVR program who achieved an employment outcome will exceed the previous year's performance

   Benchmark: The rehabilitation rate of transition aged youth exiting the IDVR program in FFY 2014 will exceed FFY 2013 performance.

   B. ***Performance Measure:*** To work with Idaho school districts, Special Education Directors, and the State Board of Education to identify and assist transition age youth both internal and external to School-Work Transition projects.

   Benchmark: The number of transition age youth exiting the IDVR program who achieved an employment outcome in FFY 2014 will exceed FFY 2013 performance.

   Benchmark: The rehabilitation rate of transition aged youth exiting the IDVR program in FFY 2014 will exceed FFY 2013 performance.

   C. ***Performance Measure:*** To enhance the number of Project Search programs statewide.

   Benchmark: Successful implementation of two additional projects by the end of FFY 2015.

3. ***Objective:*** To increase the effectiveness of guidance and counseling in order to provide customer informed choice during the rehabilitation process.

    Performance Measure: Increase customer awareness of vocational information and the decision making process through informed choice.

    Benchmark: Increase by the end of FFY 2014 by five percentage points, customer satisfaction in the selection of vocational services as demonstrated by "agree" to "strongly agree" ratings on returned customer surveys as compared to the previous year's outcomes.

    Benchmark: The rehabilitation rate of individuals exiting the IDVR program in FFY 2014 will exceed FFY 2013 performance.

4. ***Objective:*** To offer benefit planning to all customers receiving SSI and/or SSDI entering, during and exiting the IDVR process to include Partnership Plus.

    Performance Measure: To provide information and referral material to customers initiating and completing the IDVR program, specifically Partnership Plus and Medicaid for Workers with Disabilities.

    Benchmark: Increase Social Security reimbursements to VR in FFY 2014 from FFY 2013 performance.

Goal #2 - To provide organizational excellence within the agency.

1. ***Objective:*** To increase the focus of customer service within the IDVR delivery system.

    A. ***Performance Measure:*** Provide all customers who have reached planned services, satisfaction surveys when exiting the IDVR program.

    Benchmark: Increase customer satisfaction of staff in FFY 2014 by five percentage points as demonstrated by "agree" to "strongly agree" ratings on customer surveys compared to FFY 2013.

2. ***Objective:*** To comply with State and Federal regulations.

    A. ***Performance Measure:*** Enhance the quality of a statewide program and evaluation system.

    Benchmark: Demonstrate compliance with state and federal regulation through both internal and external audits with zero findings in FFY 2014.

3. ***Objective:*** Utilize Information Technology to its maximum capacity for effective staff performance.

    Performance Measure: Evaluate and identify ongoing the agency's IT needs.

    Benchmark: Feedback from internal and external customers on their satisfaction.

4. ***Objective:*** Utilize training to its maximum capacity for effective staff performance.

    A. ***Performance Measure:*** Provide all IDVR staff training on policy and procedural changes throughout the agency.

    B. ***Performance Measure:*** Provide all Vocational Rehabilitation Assistants training on fiscal processes.

    Benchmark: Zero audit findings on State and Federal reviews in FFY 2014.

5. ***Objective:*** IDVR will maintain a comprehensive system of personnel development (CSPD) standard for IDVR counselors.

    Performance Measure: Evaluating and tracking annually IDVR counselors' maintenance of CSPD or progress toward achieving CSPD.

    Benchmark: Vocational Rehabilitation Counselors will maintain all CSPD standards for their position annually and all Vocational Rehabilitation Specialist positions will be incompliance with the agency's standard to reach CSPD in FFY 2014.

Goal #3 - To have strong relationship with our stakeholder and partners engaged in the mission of Vocational Rehabilitation.

1. ***Objective:*** For IDVR to be recognized as the expert in the workforce needs of the business community for individuals with disabilities.

    A. ***Performance Measure:*** To enhance a business network with employers to include involvement with the Idaho Association of Business and Industry, the Rotary club, Chamber of Commerce, and human resource organizations.

    ***Benchmark*:** Increase the number of different businesses hiring IDVR customers in FFY 2014 from FFY 2013.

    B. ***Performance Measure:*** To enhance relationships with the Regional Business Specialist from the Department of Labor.

    Benchmark: Increase the number of different businesses hiring IDVR customers in FFY2014 from FFY 2013.

2. ***Objective:*** To have an outcome based payment system of services with Community Rehabilitation Programs (CRP).

    Performance Measure: Evaluate and develop a milestone process.

    Benchmark: Implementation of a milestone program for CRPs by July 2015.

3. **Objective:** Provide ongoing opportunities to stakeholders and partners for effective input and feedback in the IDVR process.

    Performance Measure: Enhance the number of stakeholders and partners meeting to improve communication and understanding of each programs' system.

    Benchmark: Increase the number of applicants entering the IDVR process in FFY 2014 from FFY 2013 performance outcome.

Extended Employment Services

Mission

Idahoans with significant disabilities are some of the state's most vulnerable citizens. The Extended Employment Services (EES) Program provides people with significant disabilities employment opportunities either in a workshop or community supported setting.

Vision

Provide meaningful employment opportunities to enable Idaho's Most Severely Disabled to seek, train-for and retain real work success.

Goal #1 – Continually improve the quality and quantity of Extended Employment with Vocational Rehabilitation Services available to eligible Idahoans with severe physical and mental disabilities and to assist them to prepare for, obtain or regain gainful employment opportunities.

Objective: Develop and emphasize customer centered programs offering increased choice, flexibility and opportunities for meaningful employment.

Performance Measure: Increase the availability of customer centered employment services through employment, training, and job opportunities funded through the Vocational Rehabilitation Extended Employment Services.

Benchmark: A five percent reduction in program waitlisted customers, increased flexibility for customer choice opportunities and transparency in customer centered state allocations for training, employment and continued employment programs.

Council for the Deaf and Hard of Hearing (CDHH)

Role of IDVR

CDHH is an independent agency. This is a flow-through council for budgetary and administrative support purposes only with no direct programmatic implication for IDVR. The following is the Council for the Deaf and Hard of Hearing's Strategic Plan.

Mission

Dedicated to making Idaho a place where persons, of all ages, who are deaf or hard of hearing have an equal opportunity to participate fully as active, productive and independent citizens.

Vision

To ensure that individuals who are deaf, hard of hearing, or hearing impaired have a centralized location to obtain resources and information about services available.

Goal #1 – Work to increase access to employment, educational and social-interaction opportunities for persons who are deaf or hard of hearing.

Objective: Continue to provide information and resources.

Performance Measure: Track when information and resources are given to consumers.

Benchmark: Create and maintain brochures and other information about employment, education and social-interaction.

Goal #2 – Increase the awareness of the needs of persons who are deaf and hard of hearing through educational and informational programs.

Objective: Continue to increase the awareness.

Performance Measure: Give presentations to various groups through education and social media.

Benchmark: Presented to various organizations including corrections, courts, schools, and businesses about the needs of persons who are deaf and hard of hearing.

Goal #3 – Encourage consultation and cooperation among departments, agencies, and institutions serving the deaf and hard of hearing.

Objective: Continue encouraging consultation and cooperation.

Performance Measure: Track when departments, agencies, and institutions are cooperating (such as Department of Corrections and Health and Welfare.)

Benchmark: Presented to various agencies about the need for cooperation providing services needed for deaf and hard of hearing individuals.

Goal #4 – Provide a network through which all state and federal programs dealing with the deaf and hard of hearing individuals can be channeled.

Objective: The Council's office will provide the network.

Performance Measure: Tract when information is provided.

Benchmark: The Council has created a network through website, brochures, telephone calls, video phone calls and personal communication to provide the network.

Goal #5 – Determine the extent and availability of services to the deaf and hard of hearing, determine the need for further services and make recommendations to government officials to insure that the needs of deaf and hard of hearing citizens are best served.

Objective: The Council will determine the availability of services available.

Performance Measure: The Council will facilitate meetings to determine the needs.

Benchmark: The Council facilitated a Mental Health Task Force to determine the needs for mental health services for the deaf and hard of hearing. The Council facilitated town hall style meetings throughout the state to determine the needs of deaf and hard of hearing individuals throughout the state.

VR Strategic Plan

Goal #6 – To coordinate, advocate for, and recommend the development of public policies and programs that provide full and equal opportunity and accessibility for the deaf and hard of hearing persons in Idaho.

Objective: The Council will make available copies of policies concerning deaf and hard of hearing issues.

Performance Measure: Materials that are distributed about public policies.

Benchmark: The Executive Director of the Council for the Deaf and Hard of Hearing has facilitated many meetings with different agencies including Health and Welfare, Corrections, schools and businesses to create public policy, including Interpreter standards.

Goal #7 – To monitor consumer protection issues that involves the deaf and hard of hearing in the state of Idaho.

Objective: The Council will be the “go to” agency for resolving complaints from deaf and hard of hearing consumers concerning the Americans with Disabilities Act.

Performance Measure: Track how many complaints are received regarding the ADA.

Benchmark: The Council has provided information and created brochures regarding all aspects of the ADA that affect persons with hearing loss.

Goal #8 – Submit periodic reports to the Governor, the legislature, and departments of state government on how current federal and state programs, rules, regulations, and legislation affect services to persons with hearing loss.

Objective: The Council will submit reports.

Performance Measure: Reports will be accurate and detailed.

Benchmark: The Council for the Deaf and Hard of Hearing has created a periodic report provided to the Governor’s office. The Council presents needs assessment report to certain departments/agencies as needed.

VR Strategic Plan

External Factors Impacting IDVR

The field of Vocational Rehabilitation is dynamic due to the nature and demographics of the customers served and the variety of disabilities addressed. Challenges facing the Division include:

Adequate Supply of Qualified Personnel

IDVR is dedicated to providing the most qualified personnel to address the needs of the customers they serve. Challenges in recruitment have been prevalent over the past several years. Recruiting efforts have been stifled by low wages as compared to neighboring states. IDVR has identified the need to develop relationships with universities specifically offering a Master's Degree in Rehabilitation Counseling. Furthermore, IDVR has identified universities offering coursework for other degree programs that will meet eligbility for the Certification in Rehabilitation Counseling (CRC). Lastly, the IDVR has collaborated with the University of Idaho to advance the profession of rehabilitation counseling.

State and Federal Economic and Political Climate

While Idaho has seen some improvement in its economic growth over the past year there are a variety of influences which can affect progress. Influences can vary from natural disasters to international conflicts. Individuals with disabilities have historically experienced much higher unemployment rates, even in strong economic times. Furthermore, Idaho has the highest percentage of worker in the country making minimum wage. IDVR recognizes this and strives to develop relationships within both the private and public sectors in an effort to increase employment opportunities and livable wages for its customers.

The political elements are by far the most difficult for IDVR to overcome since they are essentially out of the control of the Division. At the state level, the Division is subject to legislative action regarding annual budget requests including service dollars and personnel expansion. Any legislation pertaining to service provision either by public or private sectors will have a definite impact on Division services and service providers.

IDVR is also affected by decisions made at the federal level. The outcome of the new Affordable Care Act is not yet clearly understood, but will undoubtedly have an influence on IDVR customers and services provided. Also, the direction Congress chooses regarding reauthorization of the Rehabilitation Act will impact the future of Vocational Rehabilitation in Idaho. Federal funding decisions, e.g., training grants, block grants, funding reductions, program deletions, merging of programs, changes in health care and employment standards and practices are areas that would impact the Division's planning process. Funding decisions and allocations on a state level have a direct impact on the amount of federal dollars the agency is able to capture.

Funding reductions on both the State and Federal level have and will continue to impact partnerships and comparable benefits available to the IDVR. For example, reduced budgets to school districts have impacted collaborative agreements. These agreements have allowed the

IDVR to use nonfederal funds to match federal dollars, therefore increasing the amount of dollars available to IDVR. It is uncertain at this time the full impact in which sequestration will have on the IDVR, partners and programs. It is anticipated that some programs in which comparable benefits are available will be reduced or eliminated, therefore increasing the economic impact to IDVR on the delivery of vocational services.

Adequate Availability of Services

Due to the rural nature of Idaho, there are isolated pockets of the state with limited vendor option. This can directly impact customer informed choice. Furthermore, a vendor's inability to meet required credentialing under IDAPA will significantly reduce or eliminate a customer's options. Lastly, changes to other program criteria will eliminate services to customers. A change in Health and Welfare's criteria for the HCBS Medicaid Waiver is one example affecting program services.

Technological Advances in Both Assistive Rehabilitation Products and Information Technology

IDVR recognizes the importance of both information and assistive technology advances as intricate to the success of the division as well as the customers it serves. The cost and rapid changes in these technologies influence the overall program success. IDVR is dedicated to keeping current of the latest trends in both assistive rehabilitation technology and information technology, and in training Vocational Rehabilitation Counselors and staff. IDVR employs an Information Technology staff to develop innovative ways to utilize technology in carrying out its mission. IDVR also collaborates with the Idaho Assistive Technology Project through the University of Idaho with center locations throughout the state.

All staff of the Idaho Division of Vocational Rehabilitation takes pride in providing the most effective, efficient services available to individuals with disabilities seeking employment. Management is committed to continued service to the people of Idaho. The goals and objectives outlined in the IDVR Strategic Plan are designed to maximize the provision of services to Idahoans with disabilities as well as promote program accountability.

Idaho Public Television
STRATEGIC PLAN

FY 2014-2018

Idaho Public Television
STRATEGIC PLAN FY 2014-2018

Idaho Public Television is an integral part of the State Board of Education's overall plan and process for the delivery of quality education throughout Idaho. This Plan describes the primary vision, needs, concerns, goals, and objectives of the staff and administration toward achieving those goals. The mission and vision of our agency reflect an ongoing commitment to meeting the needs and reflect the interests of our varied audiences.

Idaho Public Television's services are in alignment with the guiding goals & objectives of the State Board of Education (SBoE). This Plan displays SBoE goals alongside the Agency's Strategic Planning Issues.

_____________________________3/18/2013
Peter W. Morrill
General Manager
Idaho Public Television

VISION STATEMENT

Inspire, enrich, and educate the people we serve, enabling them to make a better world.

MISSION STATEMENT

The mission of Idaho Public Television is to meet the needs and reflect the interests of its varied audiences by:

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

Idaho Public Television
STRATEGIC PLAN FY 2014-2018

SBoE Goal 1: A WELL-EDUCATED CITIZENRY
The educational system will provide opportunities for individual advancement.

IdahoPTV Objectives:

1) Progress toward digital implementation, as a statewide infrastructure in cooperation with public and private entities.
   - Performance Measure(s):
     - Number of DTV channel hours of transmission.
       - Benchmark: FY14 – meet or exceed 137,240 (established by agency research)
     - Number of transmitters, broadcasting a DTV signal as per industry standards.
       - Benchmark: FY14 – 5 of 5 (established by industry standard)
     - Number of DTV translators.
       - Benchmark: FY14 – 39 of 43 (established by industry standard)
     - Number of licensed DTV fill-in translators (DTS).
       - Benchmark: FY14 – meet or exceed 7 of 7 (established by industry standard)
     - Number of cable companies carrying our prime digital channel.
       - Benchmark: FY14 – meet or exceed 10 (established by industry standard)
     - Number of Direct Broadcast Satellite (DBS) providers carrying our prime digital channel.
       - Benchmark: FY14 – meet or exceed 7 (established by industry standard)
     - Percentage of Idaho's population within our DTV signal coverage area.
       - Benchmark: FY14 – meet or exceed 85% (established by industry standard)

2) Operate an efficient statewide delivery/distribution system.
   - Performance Measure(s):
     - Total FTE in content delivery and distribution.
       - Benchmark: FY14 – less than 30.45 (established by industry standard)

3) Provide access to IdahoPTV television content that accommodates the needs of the hearing and sight impaired.
   - Performance Measure(s):
     - Percentage of broadcast hours of closed captioned programming (non-live, i.e. videotaped) to aid visual learners and the hearing impaired.
       - Benchmark: FY14 – meet or exceed 97.5% (established by industry standard)

2

  - Percentage of online hours of closed captioned programming (non-live, i.e. videotaped) to aid visual learners and the hearing impaired.
    - Benchmark: FY14 – meet or exceed 5% (established by industry standard)
  - Number of service hours of descriptive video service provided via the second audio program to aid those with impaired vision.
    - Benchmark: FY14 – meet or exceed 13,500 (established by agency research)

4) Provide access to IdahoPTV new media content to citizens anywhere in the state, which supports citizen participation and education.
   - Performance Measure(s)
     - Number of visitors to our websites.
       - Benchmark: FY14 – meet or exceed 1,200,000 (established by agency research)
     - Number of visitors to IdahoPTV/PBS video player.
       - Benchmark: FY14 – meet or exceed 6,000 (established by agency research)

5) Broadcast educational programs and provide related resources that serve the needs of Idahoans, which include children, ethnic minorities, learners, and teachers.
   - Performance Measure(s):
     - Total number of hours of educational programming.
       - Benchmark: FY14 – meet or exceed 10,000 (established by agency research)

6) Contribute to a well-informed citizenry.
   - Performance Measure(s):
     - Number of channel hours of news, public affairs, and documentaries.
       - Benchmark: FY14 – meet or exceed 10,000 (established by agency research)

7) Provide relevant Idaho-specific information.
   - Performance Measure(s):
     - Number of IdahoPTV channel hours of Idaho-specific educational and informational programming.
       - Benchmark: FY14 – meet or exceed 1,795 (established by agency research)

8) Provide high quality, educational television programming and new media content.
   - Performance Measure(s):
     - Number of awards for IdahoPTV media and services.
       - Benchmark: FY14 – meet or exceed 35 (established by industry standard)

9) Be a relevant, educational and informational resource to all citizens.
   - Performance Measure(s):
     - Full-day IdahoPTV viewership as compared to peer group of PBS state networks – indexed to 100.
       - Benchmark: FY14 – meet or exceed 100 (established by industry standard)

10) Operate an effective and efficient organization.
   - Performance Measure(s):
     - Successfully comply with FCC policies/PBS programming, underwriting and membership policies/and CPB guidelines.
       - Benchmark: FY14 – yes/yes/yes (established by industry standard)
     - Successfully comply with new FCC rules regarding closed captioning complaints.
       - Benchmark: FY14 – yes (established by industry standard)

SBoE GOAL 2: CRITICAL THINKING AND INNOVATION
The educational system will provide an environment for the development of new ideas, and practical and theoretical knowledge to foster the development of individuals who are entrepreneurial, broadminded, think critically, and are creative.

IdahoPTV Objectives:

1) Provide access to IdahoPTV new media content to citizens anywhere in the state, which supports citizen participation and education.
   - Performance Measure(s)
     - Number of visitors to our websites.
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       - Benchmark: FY14 – yes/yes/yes (established by industry standard)
     - Successfully comply with new FCC rules regarding closed captioning complaints.
       - Benchmark: FY14 – yes (established by industry standard)

SBoE GOAL 3: EFFECTIVE AND EFFICIENT DELIVERY SYSTEMS
Ensure educational resources are used efficiently.

IdahoPTV Objectives:

1) Progress toward digital implementation, as a statewide infrastructure in cooperation with public and private entities.
   - Performance Measure(s):
     - Number of DTV channel hours of transmission.
       - Benchmark: FY14 – meet or exceed 137,240 (established by agency research)
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       - Benchmark: FY14 – yes/yes/yes (established by industry standard)

- Successfully comply with new FCC rules regarding closed captioning complaints.
  - Benchmark: FY14 – yes
    (established by industry standard)

Key External Factors
(Beyond the control of Idaho Public Television):

IdahoPTV provides numerous services to various state entities.

Funding:
Idaho Public Television's current strategic goals and objectives are based on a sustainable level of all funding sources: State of Idaho, Corporation for Public Broadcasting, and private contributions. As of this writing (3/18/2013), the impact of Congress managing the overall federal budget and its potential impact on CPB appropriations is uncertain. Between July 1, 2008 and March 1, 2011 Idaho Public Television's state support was reduced by 57.6%, mostly due to the elimination or reduction of capital replacement funding during that time.

We are starting to see the impact of state entities passing on significant costs of operational expenses such as endowment land leases. This also includes the Idaho Bureau of Homeland Security (after 2018) that IdahoPTV has partnered with to provide data connectivity for broadcast signal distribution.

Much of the content that Idaho Public Television airs comes from program distributors or producers, both nationally and regionally. If these program production funding sources change (up or down), it could have an impact on IdahoPTV's ability to meet its goals and objectives targets.

Legislation/Rules:
Recent state statute and rule changes typically have not impacted Idaho Public Television. We are monitoring, to the degree we can, the effectiveness and sunset of the expanded Idaho education tax credit that is set to expire December 31, 2015.

Federal Government:
A great deal of funding, for both operational and infrastructure, has come from various entities of the federal government. In 2011 Congress eliminated funding opportunities from the Department of Commerce Public Telecommunications Facilities Program (PTFP), Corporation for Public Broadcasting Digital Distribution Fund (DDF), and reduced grants provided by the Department of Agriculture Rural Utilities Service (RUS). This will have significant long-term impact on our service, especially to rural areas of the state.

Various aspects of IdahoPTV's program functions fall under federal oversight, including the Federal Communications Commission, United States Department of Commerce, United States Department of Agriculture, Federal Aviation Administration, United States Department of Homeland Security, Internal Revenue Service, etc. Any change of federal rules and funding by any of these entities could also affect our ability to fulfill this strategic plan.

IDAHO

Division of
Professional-Technical Education

PTE

Strategic Plan (DRAFT)

2014-2018

PTE
IDAHO
Division of
Professional-Technical
Education

Preface

Consistent movement forward is impossible without clearly defined long and short term goals. These goals should not be arbitrary, but developed according to visions, themes, and in the case of a public enterprise, as suggested and mandated by statute and other legal requirements.

Despite clear direction provided by Idaho Code, federal regulations, Idaho State Board of Education policy, Idaho Administrative Rule (IDAPA), executive orders of the Governor and other legal documents, the operation can also be aligned with themes that are more philosophical than statutory. A belief system that responds to the fundamental question of "why is this important?" can provide a stable foundation for the enterprise.

> ***We believe that every Idaho resident deserves the opportunity to experience the dignity of work and the education required to prepare them for it.***

This fundamental belief taken along with legal requirements forms the basis for the operation of DPTE.

Todd Schwarz, Ph.D.
Administrator

Legal Authority

This strategic plan has been developed by the Division of Professional-Technical Education (DPTE) in compliance with Idaho Code, Title 67, Chapter 19, Sections 67-1901 through 67-1905, as amended. It supersedes all previous DPTE strategic plans.

Statutory authority for and definition of professional-technical education (PTE) is delineated in Idaho Code, Chapter 22, Sections 33-2201 through 33-2212. IDAPA 55 states the role of DPTE is to administer professional-technical education in Idaho and lists specific functions.

Mission

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

Vision

The economic and social vitality of a society is dependent on citizens properly equipped for career success: people equipped with the necessary skills, knowledge and attitudes required to perform their job responsibilities with a high degree of capability, precision, integrity, and safety while balancing responsibilities to the family and the community. Such a highly qualified and skilled workforce is essential to the competitiveness of Idaho's businesses and industries and the overall well-being, health, safety, and security of Idaho's citizens. Professional-technical education addresses this need.

All facets of the Idaho PTE system are complementary and contribute to fulfillment of the mission and Strategic Plan in a synchronized fashion. Division staff support the delivery system to ensure quality and return on the state's investment.

Core Functions

A. Administration

B. Programs

C. Technical assistance

D. Fiscal oversight

E. Research, planning, and performance management

External Factors

A. Labor market and general economic conditions

B. Perceptions and stigma regarding professional-technical education

C. Availability of funds

D. Policies, practices, legislation, and governance external to the Division

E. Ability to attract and retain qualified instructors

F. Local autonomy and regional distinctions including technical college institutional priorities/varied missions

Goals and objectives

Given the mission of the Division and in light of the goals of the State Board of Education, Goal 1 best aligns with that mission. In support of this goal, objectives are stated regarding the desired condition of the agency and system, with measures and critical success activities to determine whether or not progress is achieved toward the desired system condition. Both long term and near term benchmarks are set for each measure and activity where appropriate.

Goal 1. Effective and efficient delivery system resulting in a highly skilled workforce for Idaho

Objective A. **Synchronized system |** A coordinated, coherent system that demonstrates responsiveness and effectiveness in addressing Idaho's workforce needs

Performance measures

i. Define and/or validate student learning outcomes and program standards for all program areas with industry participation and endorsement, including career and workplace readiness

Benchmarks

- FY2018: 100% of programs
- FY2014: 15% of programs

ii. Create effective and reliable assessment strategy for authentication of student learning outcomes and adherence to program standards

Benchmarks

- FY2018: 100% of programs
- FY2014: 15% of programs

iii. Number of postsecondary technical credits earned via Advanced Learning Opportunity that satisfy graduation requirements for postsecondary technical program

Benchmarks

- FY2018: 1.5% year-over-year increase
- FY2014: Determine baseline and data collection methodology

Critical Success Activities

Long term

- Centralized database of PTE program standards and outcomes aligned across the system
- Determine methodology to accurately measure "responsive and effective"

FY2014

- Annual gap analysis report available (see Objective G)

Objective B. **Industry engagement |** Business and industry are fully engaged and integrated into system operations

Performance measures

i. Program standards and outcomes have industry endorsement (1.A.i. above)

Benchmarks

- FY2018: 100% programs
- FY2014: 15% of programs

ii. Program standards include industry engagement requirements

Benchmarks

- FY2018: 100% of programs
- FY2014: establish benchmark

Critical Success Activities

Long term

- Statewide Industry Advisory Council to the Administrator

FY2014

- Strategic plan for industry engagement including improvement of program advisory committees
- Revision of current Local Program Advisory Committee Member Handbook and DPTE policy

Objective C. **Accessible system |** Students have economical access to programs and services, including advanced learning opportunities and adult re-integration

Performance measures

i. Percentage of high school students enrolled in PTE Advanced Learning Opportunity (Tech Prep)[1]

Benchmark

- 27% students per year enrolled

ii. Number of Integrated Transition and Retention Programs (ABE-ITRP) in the technical colleges[1]

Benchmarks

- FY2018: 18
- FY2014: 12

[1] State Board of Education measure

iii. Number of Workforce Training Network (WTN) enrollments including Fire and Emergency Services training[1]

Benchmarks

- FY2018: 65,000
- FY2014: 45,000

iv. Expansion of postsecondary PTE Distributed Hybrid Programs

Benchmarks

- FY2018: 8 programs
- FY2014: 2 programs

Critical Success Activities

Long term

- Program outcomes and standards provide alignment information to assist credit for prior learning determination

FY2014

- Advocate for and provide technical assistance to develop distance/virtual Professional-Technical School

Objective D. **Student success |** Systems, services, resources, and operations support high performing students in high performing programs transitioning to employment

i. Postsecondary student completion rate

Benchmarks

- 68%

ii. Secondary and postecondary student pass rate for Technical Skill Assessment (TSA)

Benchmarks

- Secondary: 75%
- Postsecondary: 90%

iii. Percentage of ABE clients with stated goal who transition to postsecondary education

Benchmarks

- FY2018: 60%
- FY2014: 50%

iv. Number of postsecondary degrees and certificates awarded

Benchmark

- FY2018: 2,100
- FY2014: 1,955

v. Positive placement rate of secondary and postsecondary program completers

Benchmark

- 90.5%

vi. Training-related placement rate of program completers

Benchmark

- Secondary FY2018: 18%
- Secondary FY2014: 14.5%
- Postsecondary FY2018: 70%
- Postsecondary FY2014: 55%

vii. Rate of secondary program completers who transition to postsecondary education

Benchmark

- Exceed most recent available NCHEMS overall transition ("go-on") rate for Idaho

Objective E. **Data-informed improvement |** Quality and performance management practices contribute to system improvement, including current research, data analysis, and strategic and operational planning

i. Percentage of programs reviewed for quality and performance on an annual basis

Benchmarks

- FY2018: 100% of programs
- FY2014: 20% of programs (5 year rotation)

Critical Success Activities

Long term

- PTE information portal for summary SLDS reports

FY2014

- Current Strategic Plan and attendant performance measures assessed to create threshold for mission fulfillment/system performance to establish
- Finalize design of DPTE Quality Management System and related procedures for implementation
- Establish and implement Program Review schedule to include postsecondary system and Perkins requirements
- Establish performance measures for postsecondary system including WTN

Objective F. **Highly qualified staff |** Program instructors, school administrators, and support staff demonstrate high levels of achievement and adherence to quality standards

Performance measures

i. Percentage of system faculty and administrators holding appropriate PTE credentials

Benchmark

- FY2018: 100%
- FY2014: 95%

ii. Placement rate of teacher education programs into Idaho PTE system

Benchmark

- Equal to or greater than postsecondary training-related placement rate (1.D.vii) for the reporting year

Critical Success Activities

Long term

- Develop a statewide "Grow Your Own" program for the recruitment of promising PTE faculty

FY2014

- Form and implement Teacher Education Advisory Committee
- Develop strategic plan for PTE Teacher Education and recruiting
- Reform Administrator Credential requirements

Objective G. **Effective use of resources |** Resources are committed to highest potential areas, impact of opportunity, and mission fulfillment

Performance measures

i. Audit exceptions

Benchmark

- 0

ii. Gap analysis report alignment of postsecondary program enrollments and labor market

Benchmark

- FY2014: see Critical Success Activities (establish baseline)

Critical Success Activities

Long term

- Development of return on investment (ROI) report for DPTE
- Develop and phase in performance-based funding distribution

FY2014

- Annual gap analysis demonstrating labor market alignment with program offerings
- Collaborative and strategic process for budget request and operating budget development involving delivery system
- Discretionary funds distribution based on need as identified in gap analysis data

Objective H. **Indispensable leadership, technical assistance, and advocacy |** Division office staff provide timely and effective support for the delivery system

Performance measures

i. Stakeholder satisfaction survey

Benchmark

- FY2014: Develop definition and establish baseline

Critical Success Activities

FY2014

- Develop and implement stakeholder satisfaction survey

EITC
Eastern Idaho
Technical College

Eastern Idaho Technical College

Strategic Plan FY14 – FY18

Revised April 2013

Vision

Our vision is to be a superior professional-technical college. We value a dynamic environment as a foundation for building our College into a nationally recognized technical education role model. We are committed to educating all students through progressive and proven educational philosophies. We will continue to provide high quality education and state-of-the-art facilities and equipment for our students. We seek to achieve a comprehensive curriculum that prepares our students for entering the workforce, articulation to any college and full participation in society. We acknowledge the nature of change, the need for growth, and the potential of all challenges.

Mission

Eastern Idaho Technical College provides superior educational services in a positive learning environment that champions student success and regional workforce needs.

GOAL 1: A WELL EDUCATED CITIZENRY
The educational system will provide opportunities for individual advancement.

Objective A: Access - (measured elsewhere in this plan)

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

Method 1: Monitor labor market needs and review the need for new occupational training programs and community education/workforce training courses.

- Performance Measure: The number of occupational training programs and workforce training courses identified as needed to respond to labor market needs.
- Benchmark: Identify at least one (1) occupational training program and at least five (5) workforce training courses to respond to labor market needs.

Method 2: Determine the feasibility of developing one (1) new occupational training program and five (5) workforce training courses identified in Method 1 as needed to respond to labor market needs.

- Performance Measure: Completion of feasibility analysis for one (1) new occupational training program and five (5) community education/workforce training courses.
- Benchmark: Feasibility analyses will be completed for one (1) new academic program and five (5) community education/workforce training courses. Development of new occupational training program(s) and workforce training courses deemed feasibly possible.

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

Method 1: Increase the academic outcomes of students enrolled in Adult Basic Education (ABE) classes to: assist individuals become more capable and productive community members; improve individual skills in reading, math, writing, and English as a second language; and prepare students to successfully complete the GED and/or COMPASS tests as appropriate.

Performance Measure: Academic gains of students.
Benchmark: Meet the State NRS targets for academic gains at all levels.

Method 2: Increase the reach of the Center for New Directions (CND) to individuals seeking to make positive life changes.

- Performance Measure: Number of potential students receiving pre-enrollment counseling.
- Benchmark: Increase number of students served, during each academic year, by at least one percent (1%).

Method 3: Development of new occupational training program(s) and workforce training courses deemed feasibly possible.

- Performance Measure: Development of feasibly possible program(s) and community education/workforce training courses.
- Benchmark: All feasibly possible academic program(s) and community education/workforce training courses will be developed.

Method 4: Monitor remedial needs in English and Math

- Performance Measure: Number and percentage of students successfully completing remedial English and Math (ENG 90 and MAT 100, respectively)
- Benchmark: Successful completers shall exceed 80%

Method 5: Ensure continuing services of the Tutoring Center by augmenting federal grant dollars through additional local or appropriated funding.

- Performance Measure: Funding level adjusted to student demand based on contact hours.
- Benchmark: Total funding for the Tutoring Center will be (FY 2012 funding ÷ FY 2012 contact hours) × projected contact hours for budget year.

Method 6: Percentage of post-secondary students who are retained in degree and certificate professional-technical programs.

- Performance Measure: Number of full-time students returning for a second year (fall to fall) for programs over one year.
- Benchmark: Returning students shall exceed 70%

- Performance Measure: Number of full-time students who completed programs of less than one year

- Benchmark: Completing students shall exceed 80%

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 Measure: Number of certificate and degree completions per 100 FTE
- Benchmark: Maintain award percentage over 35%

Objective E: **Encourage collaboration with college service area's labor market.**

- Performance Measure: Number of times EITC is mentioned in the public media or EITC-distributed brochures as a resource for work force training.
- Benchmark: Increase number of times by at least three (3) per year from FY 2013 levels.

GOAL 2: CRITICAL THINKING AND INNOVATION

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

Objective A: **Critical Thinking, Innovation and Creativity –** (Not currently measured)

Objective B: **Quality Instruction –** Implement faculty improvements based upon feedback from faculty evaluations by faculty, peers, students and division managers.

- Performance Measure: Number of newly implemented improvements suggested by students via faculty evaluations.
- **Benchmark:** Implement at least one (1) new idea, identified via feedback of students through faculty evaluations.

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.

Method 1: Increase reach of the EITC Tutoring Center and the services provided by the Tutoring Center.

- Performance Measure: Number of student contact hours.
- Benchmark: Increase number of student hours, during each academic year, by at least one percent (1%).

Method 2: Monitor cost to deliver educational resources

- Performance Measure: Total cost per credit hour
- Benchmark: Maintain cost per credit hour within 20% of IPEDS peers

- Performance Measure: Total cost of certificate or degree completions (one year or longer) per $100,000 of campus spending (e.g. cost of instruction, maintenance, operations)
- Benchmark: Maintain completion costs within 20% of peers

- Performance Measure: 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 Measure: Provide data to workforce longitudinal data system with the ability to access timely and relevant data.
- Benchmark: Completed by 2015.

GOAL 4: Provide high quality admission and student support.

Objective A: Provide multiple opportunities to obtain feedback from students and implement improvements and changes based on student feedback.

Performance Measure: Students have the opportunity to respond to current procedures and experiences during their educational education at EITC. Students have the opportunity to fill out Faculty evaluations/surveys each semester and Noel Levitz yearly. Each of these surveys target student services, library, financial aid and overall campus experiences.

Benchmark: Implement three (3) changes or solutions identified by the current surveys.

Objective B: Promote a continuing safe environment.

- Performance Measure: Ongoing review of Emergency Response Plan with appropriate changes made to plan.
- Benchmark: Throughout the year, at quarterly meetings, the Safety Committee will review the components of the Emergency Response Plan and modify it as appropriate to support a safe learning environment.

- Performance Measure: Ongoing use of formal on-line safety training
- Benchmark: 100% completion of safety training by all full time faculty and staff.

- Performance Measure: Safety briefings to faculty and staff
- Benchmark: Incorporate safety training into each in-service meeting at start of terms

GOAL 5: ACHIEVE ACCREDITATION OBJECTIVES

Objective A: Be supportive by providing a safe, clean, inviting, and functional campus setting. EITC provides comprehensive student support from pre-enrollment through employment (admissions, financial aid, placement, library, business office, Center for New Directions, Adult Basic Education, etc.)

Method 1: EITC students and staff feel safe and secure.

- Performance Measure: Safety and Security measure on annual survey.
- Benchmark:
  - Students report less than a 1.0 gap between importance of safety and security and level of agreement.
  - Faculty and staff report less than a 1.0 gap between importance of safety and security and level of agreement.

Method 2: EITC provides effective support services.

- Performance Measure: Student perception of the value of services offered through the EITC Tutoring Center.
- Benchmark: Student satisfaction of services offered through the EITC Tutoring Center will be 3.0 or higher on student survey.

- Performance Measure: EITC admissions services meet the expectations of students.
- Benchmark: Student satisfaction ratings report less than a 1.0 gap between importance and level of agreement.

- Performance Measure: EITC admissions services meet the expectations of faculty and staff.
- Benchmark: Faculty and staff satisfaction ratings report less than a 1.0 gap between importance and level of agreement.

- Performance Measure: EITC financial aid services meet the expectations of students.
- Benchmark: Student satisfaction ratings report less than a 1.0 gap between importance and level of agreement.

- Performance Measure: EITC financial aid services meet the expectations of faculty and staff.
- Benchmark: Faculty and staff satisfaction ratings report less than a 1.0 gap between importance and level of agreement

- Performance Measure: EITC library services meet the expectations of faculty and staff.
- Benchmark: Faculty and staff satisfaction ratings report less than a 1.0 gap between importance and level of agreement

Objective B: Provide an atmosphere that fosters communication and growth. Communication includes both external communication with community, state, and other stakeholders and internal communication among staff and faculty. Growth includes student growth (addressed elsewhere) and professional growth of staff and faculty.

Method 1: Communicate effectively with the community

- Performance Measure: Publish and distribute college newsletter
- Benchmark: 6 issues per year minimum

- Performance Measure: Conduct forums to foster creativity
- Benchmark: President will hold 2 forums per year to collect innovative ideas from the campus community. Maintain document to include ideas collected and acted upon.

- Performance Measure: Maintain a variety of campus committees and measure activity at critical committees
- Benchmark: 90% attendance by members

Method 2: Encourage relevant professional development

- Performance Measure: Provide funds for faculty and staff professional development
- Benchmark: maintain or increase level of available funds

- Performance Measure: Percent of faculty that participate in professional development
- Benchmark: 80% of full-time faculty will participate in professional development annually

- Performance Measure: Percent of staff that participate in professional development
- Benchmark: 80% of full-time staff will participate annually

- Performance Measure: Provide opportunities for professional development on campus
- Benchmark: Provide a minimum of 2 professional development activities on campus annually.

Method 3: Develop and maintain partnerships with stakeholders

- Performance Measure: Provide customized training to local industries
- Benchmark: Increase headcount yearly

- Performance Measure: Conduct employer follow-up
- Benchmark: Annual survey to collect satisfaction

- Performance Measure: Maintain labor market awareness
- Benchmark: Review DOL labor data annually

Objective C: Be accountable and a good steward of the funds entrusted to it through state appropriations, grants, student fees and other sources; seek to become increasingly effective in the application of those funds and the thorough reporting and justification of how funds were spent.

Method 1: Gather and utilize data for informed decision making**.**

- Performance Measure: Annual program graduate placement survey
- Benchmark: 85% training related placement

- Performance Measure: Fall to spring semester/fall to fall retention study
- Benchmark: 85% retention goal

- Performance Measure: Graduation rate study
- Benchmark: 50% graduation rate

- Performance Measure: Program enrollment reports
- Benchmark: Maintain semester/annual enrollments based on documented needs

Method 2: Regularly review and update programs

- Performance Measure: Annual program learning outcomes assessment
- Benchmark: Continuous improvement of students meeting expected learning outcomes

- Performance Measure: Maintain active program advisory committees
- Benchmark: 2 meetings per year

Method 3: Utilize resources efficiently

- Performance Measure: Room utilization
- Benchmark: Increasing room utilization factors

- Performance Measure: Energy and water consumption
- Benchmark: Annually decrease consumption

Objective D: Be a place of learning where students learn and develop workplace skills; use the most appropriate learning methods and provide instruction that is not only academically rigorous but is also tailored to the needs of the community

Method 1: Incorporate the use of most appropriate technologies

- Performance Measure: Percentage of faculty using learning management system
- Benchmark: Increase percentage annually to reach 100%

- Performance Measure: Number of courses via hybrid/on-line technology
- Benchmark: Increase percentage annually

Method 2: Provide rigorous and relevant instruction

- Performance Measure: Active program advisory committees
- Benchmark: 2 meetings per year

- Performance Measure: Performance on certification exams
- Benchmark: Student performance meets or exceeds 80% success rates

- Performance Measure: Performance on Technical Skills Assessments
- Benchmark: Performance meets or exceeds State's agreed upon standards

- Performance Measure: Student perception of instructional effectiveness
- Benchmark: Students report positive perception on annual assessment

Key External Factors

(beyond the control of Eastern Idaho Technical College)

Funding:

Most State Board of Education strategic goals and objectives assume on-going and sometimes significant additional levels of State legislative appropriations. Availability of state revenues (for appropriation), gubernatorial, and legislative support for some Board initiatives can be uncertain.

Legislation/Rules:

Beyond funding considerations, many education policies are embedded in State statute or rule and not under Board control. Changes to statute and rule desired by the Board of Education are accomplished according to State guidelines. Rules require public notice and opportunity for comment, gubernatorial support, and adoption by the Legislature. Proposed legislation must be supported by the Governor, gain approval in the germane legislative committees and pass both houses of the Legislature.

Federal Government: A great deal of education funding for Idaho public schools is provided by the federal government. Funding is often tied to specific federal programs and objectives and therefore can greatly influence education policy in the State.

Leading Idaho:

The University of Idaho Strategic Plan

2014-2018

INTRODUCTION

The University of Idaho is the first choice for student success and statewide leadership. We are the premier land-grant research university in our state. We lead in teaching and engaged student learning in our undergraduate, graduate, and professional programs. We excel at interdisciplinary research, service to businesses and communities, and in advancing diversity, citizenship, and global outreach. Through our growing residential and networked university and strong alumni connections, we develop leaders who will guide Idaho to global economic success, create a sustainable American West, and address our nation's most challenging problems.

As Idaho's land-grant institution, our students, faculty, and staff are engaged in a vast network of powerful partnerships through statewide locations, laboratories, research and extension centers, outreach programs, and a base of loyal alumni worldwide. These resources provide connections to individuals, businesses, and communities that strive to improve the quality of life of all Idaho citizens and secure the economic progress of the world.

We are committed to a student-centered, engaged learning environment. Our unique geography, intimate setting, residential campus, and dedicated faculty provide aspiring leaders with the skills and abilities to challenge themselves and learn by doing.

Our leadership position in research and creative activity presents opportunities to interact and innovate with world-class faculty. Our students gain firsthand experience addressing global challenges, and bring contemporary knowledge and experience into their careers and lives.

Students, faculty, and staff at the University of Idaho are dedicated to advancing a purposeful and just community that respects individuality and provides access and inclusion for all cultures to create a climate that is civil and respectful. Innovative, productive collaborations that foster community and build morale are encouraged.

Over the past five years, the university community has implemented a strategic plan to further the vision and mission of the university. This 2014-18 Strategic Plan fulfills the promise of a 21st century land-grant institution to lead and inspire Idaho, the nation, and the world. To achieve this, all units will develop strategic actions that advance the overall strategic direction, vision, and values of the institution.

MISSION

The University of Idaho is the state's land-grant research university. From this distinctive origin and identity comes our commitment to enhance the scientific, economic, social, legal, and cultural assets of our state, and to develop solutions for complex problems facing society. We deliver on this commitment through focused excellence in teaching, research, outreach, and engagement in a collaborative environment at our residential main campus, regional centers, extension offices, and research facilities throughout the state. Consistent with the land-grant ideal, our outreach activities serve the state at the same time they strengthen our teaching as well as scholarly and creative capacities.

Our teaching and learning includes undergraduate, graduate, professional, and continuing education offered through both resident instruction and extended delivery. Our educational programs are enriched by the knowledge, collaboration, diversity, and creativity of our faculty, students, and staff.

Our scholarly and creative activities promote human and economic development, global understanding, and progress in professional practice by expanding knowledge and its applications in the natural and applied sciences, social sciences, arts, humanities, and the professions.

ROLE

Our commitment to focused excellence includes developing and delivering pre-eminent statewide programs. These programs are delivered in the Morrill Act-mandated primary emphases areas in agriculture, natural resources, and engineering; and sustaining excellence in architecture, law, liberal arts, sciences, education, business and economics, and programs in medical and veterinary medical education, all of which shape the core curriculum and give meaning to the concept of a flagship university.

PRINCIPLES AND VALUES

Learn, create, and innovate
Preserve and transmit knowledge
Act with integrity
Treat others with respect
Celebrate excellence
Change lives
Welcome and include everyone
Take responsibility for the future

Goal 1: Teaching and Learning Goal: Enable student success in a rapidly changing world.

Context: Our graduates live, work, compete, and prosper in a constantly changing environment. Consequently, curricula, co-curricular activities, pedagogy, and assessment must be quickly adaptable as the environment changes. Learning experiences drawn from our disciplinary and interdisciplinary strengths will help students develop the ability to identify and address complex problems and opportunities.

<u>Objective A</u>: Build adaptable, integrative curricula and pedagogies.

Strategies:

1. Streamline policies and practices to enable creative program revision and course scheduling.
2. Implement general education requirements that emphasize integrative learning throughout the undergraduate experience.
3. Use external and internal assessments to keep teaching and learning vital.
4. Build curricula to support timely degree completion.
5. Expand opportunities for professional education.
6. Apply emerging technologies to increase access and respond to the needs of local and global learners.
7. Develop increased learning opportunities for underserved or underrepresented communities.
8. Employ active learning pedagogies to enhance student learning where appropriate.

Performance Measure: The average time to complete a Bachelor's degree.

Benchmark: Four and one-half (4.50) years (using the Complete College Idaho methodology) .
Rationale: Timely degree completion, along with high graduation rates, results from and reflects efficient curricula, good advising and student centered teaching.

Performance Measure: Retention rates (percent of full-time and part-time freshmen returning for a second year or program completion).
Benchmark: The median of our official peer institutions (most recently 83% for full-time, part-time peer median not yet compiled for peers).
Rationale: Required by SBOE.

Performance Measure: Graduation rate (percent of full-time and part-time freshmen graduating in six years).
Benchmark: The median of our official peer institutions (most recently 62% for full-time, part-time peer median not yet compiled for peers).
Rationale: Required by SBOE.

Performance Measure: Dual Credit (total credits and # of students)
Benchmark: Consistent annual increases to market saturation.
Rationale: Required by SBOE.

Performance Measure: Total undergraduate degrees conferred (number of undergraduate degree completions per 100 FTE undergraduate students enrolled).
Benchmark: The median of our official peer institutions.
Rationale: Required by SBOE.

<u>Objective B:</u> Develop integrative learning activities that span students' entire university experience.

Strategies:

1. Increase educational experiences within the living and learning environments.
2. Engage alumni and stakeholders as partners in student mentoring.
3. Increase student participation in co-curricular activities.
4. Integrate curricular and co-curricular activities.
5. Increase opportunities for student interaction and interdisciplinary collaboration.

Performance Measure: Number and percent of students participating in Study Abroad and National Student Exchange programs.
Benchmark: Five percent of the full-time undergraduate degree-seeking student body.
Rationale: Enabling students to not only progress through their academic career but also to do so while learning in diverse settings provides them with greater perspective.

Goal 2: Scholarly and Creative Activity Goal: Promote excellence in scholarship and creative activity to enhance life today and prepare us for tomorrow.

Context: Our quality of life today and in the future depends on the merit of our scholarship and creative endeavors. Many of the most pressing issues facing society cut across disciplines and require solutions that do the same. At the University of Idaho we are committed to helping address society's pressing issues by continuing to support strong disciplinary and interdisciplinary activities that emphasize quality, innovation, critical thinking, and collaboration. We intend to improve the quality of life of all Idaho citizens and secure the economic progress of our world.

Objective A: Strengthen all scholarly and creative activities consistent with the University's strategic missions and signature areas.

Strategies:

1. Engage accomplished scholars to provide mentoring and leadership for key research and creative initiatives.
2. Increase the number of endowed faculty positions and postdoctoral, graduate, and undergraduate fellowships.
3. Support faculty, student, and staff entrepreneurial activity to develop new areas of excellence.
4. Implement university-wide mechanisms to provide attractive start-up packages for faculty and reward systems that recruit and retain world class faculty and staff.
5. Leverage the skills of non-tenure track faculty to promote research growth.
6. Increase the application of and public access to the results of scholarly and creative activities.

Performance Measure: The number of grant applications supporting or requiring interdisciplinary activities in which two or more faculty from different departments are listed as Co-Principal Investigators.
Benchmark: 20%
Rationale: Increased from 10% in FY2009 to 18% in FY2011.

Performance Measure: Funding from competitive federally funded grants per full-time instruction and research faculty.
Benchmark: $150,000
Rationale: Increased from $128k to $145k from FY2008 through FY2010.

Objective B: Enable faculty, student, and staff engagement in interdisciplinary scholarship and creative activity.

Strategies:

1. Expand opportunities for ongoing interactions among faculty, students, and staff to identify areas of common interest.
2. Increase support for graduate and undergraduate interdisciplinary research and creative activity.
3. Develop clear criteria for evaluating engaged scholarship.
4. Increase the national and international visibility of the University's contributions to interdisciplinary activities.
5. Partner with other educational institutions, industry, not-for-profits, and public agencies to expand resources and expertise.
6. Facilitate the submission of large, interdisciplinary proposals to obtain funding and to sustain successful projects.

Performance Measure: Percent of undergraduate degrees conferred in STEM fields.
Benchmark: Peer median (most recent value was 32%)
Rationale: Science, Technology, Engineering and Mathematics fields are essential in our highly technological society; these degree recipients contribute disproportionately to the Idaho economy.

Goal 3: Outreach and Engagement Goal: Meet society's critical needs by engaging in mutually beneficial partnerships.

Context: As the state's land-grant institution, the University of Idaho is uniquely positioned to expand its impact in Idaho and beyond. We seek to achieve that end through engagement--working across disciplines; integrating teaching, research, and outreach; and partnering with constituents for the mutually beneficial exchange of knowledge and resources.

<u>Objective A:</u> Develop processes, systems, and rewards that foster faculty, staff, and student outreach and engagement.

Strategies:

1. Increase the internal visibility of our outreach and engagement activities to facilitate interaction and develop synergies across the university.
2. Develop clear criteria for evaluating outreach and engagement.
3. Recognize and reward engagement with communities, businesses, non-profits, and agencies.
4. Develop an infrastructure and streamline administrative processes to coordinate outreach and engagement efforts.
5. Communicate best practices for development and implementation of outreach and engagement projects.

Performance Measure: Evidence of an institutional commitment to supporting faculty outreach and engagement activities in each strategic area noted above.
Benchmark: Qualitative and quantitative evidence indicating progress in each area.
Rationale: Demonstrating progress in this area requires a mixed-methods approach, which will include noting establishment of distinct organizational structures, changes in annual position descriptions, promotion and tenure policies, recognition from national agencies (e.g. Carnegie Classification for Engagement, US Presidential Higher Education Community Service Honor Role, Magrath and Kellogg Foundation Engagement Awards).

<u>Objective B:</u> Strengthen and expand mutually beneficial partnerships with stakeholders in Idaho and beyond.

Strategies:

1. Increase opportunities for faculty and students to connect with external constituents. Develop new partnerships with others who are addressing high priority issues.

2. Increase student participation in defining and delivering experiential learning opportunities.
3. Increase the external visibility of our outreach and engagement activities.
4. Coordinate plans to increase external funding for outreach and engagement.

Performance Measure: Percentage of students participating in learning activities, as reported by the University of Idaho Service Learning Center and the ASUI Volunteerism Center.
Benchmark: One-third of the total student body (approximately 3200 students) will in community service activities.
Rationale: Over the course of the 2010-2011 academic year approximately 34% of University of Idaho students participated in 98 service-learning activities and provided more than 150,000 hours of service to more than 160 community organizations throughout Idaho.

Goal 4: Community and Culture Goal: Be a purposeful, ethical, vibrant, and open community.

Context: Our community is characterized by openness, trust, and respect. We value all members for their unique contributions, innovation, and individuality. Our community and culture must adapt to change, seek multiple perspectives, and seize opportunity. We are committed to a culture of service, internally and externally. We value a diverse community for enhanced creativity, cultural richness, and an opportunity to apply our full intellectual capacity to the challenges facing Idaho, the nation, and the world.

Objective A: Be a community committed to access and inclusion.

Strategies:

1. Recruit and retain a diverse student body.
2. Recruit and retain diverse faculty and staff.
3. Expand opportunities for cultural competency training.
4. Build extended community partnerships to enhance an environment that values diversity.

Performance Measure: Percentage of disadvantaged minority students, faculty and staff.
Benchmark: Meet or exceed peer medians (most recently 13% of students, 5% of faculty and 7% of staff).
Rationale: The diversity of our campus should be compared with our land-grant, high research peer institutions' diversity.

Objective B: Be a community committed to civility and respect.

Strategies:

1. Promote civil and respectful dialogue and debate both in and out of the classroom.
2. Increase systematic, consistent, and productive responses to behaviors that are destructive to the community.
3. Promote a sense of concern for and accountability to others.

Performance Measure: Percentages of faculty, staff and students who report positive experiences on surveys conducted periodically to assess the culture and climate. These include the every-third-year HERI/UCLA Faculty and UI Staff surveys, and the annual Graduating Senior Survey.
Benchmark: Peer medians when available, prior results if not (95% for students, 75% for faculty and 88% for staff).
Rationale: The periodic surveys listed above provide historical data suitable for trend analyses. The UI Diversity Task Force is also in the process of studying these issues and developing additional measures.

Objective C: Be a community committed to productivity, sustainability, and innovation.

Strategies:

1. Reward individuals and units that aim high, work across boundaries, and capitalize on strengths to advance the overall strategic direction, vision, and values of the institution.
2. Develop and promote activities to increase collaboration with new and unique partners.
3. Energize the community and foster commitment to university-wide endeavors by communicating our successes.
4. Create efficiencies through innovative collaboration, shared goals, and common experiences.
5. Invigorate the community by promoting attitudes of leadership and excellence.
6. Steward our financial assets, infrastructure, and human resources to optimize performance.

Performance Measure: For finances, the institution primary reserve ratio.
Benchmark: The institution primary reserve ratio, as reported by UI Business Systems and Accounting Services, should be comparable to the advisable level of reserves established by NACUBO.
Rationale: This benchmark is based on NACUBO recommendations.

External Factors

State Board of Education (SBOE): Achievement of strategic goals and objectives assumes SBOE support and commitment to UI's unique role and mission.

Funding: Economic conditions will play an important role in the perceived value and effectiveness of higher education in the coming years. On-going and appropriate levels of funding from state and federal sources will be critical for the success of our strategic plan.

BOISE STATE UNIVERSITY

MISSION STATEMENT
CORE THEMES
VISION
STRATEGIC PLAN 2012-17
PORTFOLIO OF FY13 STRATEGIC PROJECTS

Focus on Effectiveness

Mission Statement

Boise State University is a public, metropolitan research university offering an array of undergraduate and graduate degrees and experiences that foster student success, lifelong learning, community engagement, innovation and creativity. Research and creative activity advance new knowledge and benefit students, the community, the state and the nation. As an integral part of its metropolitan environment the university is engaged in professional and continuing education programming, policy issues, and promoting the region's economic vitality and cultural enrichment.

Core Themes

Each core theme describes a key aspect of our mission. A complete description can be accessed at http://academics.boisestate.edu/planning/accreditation-standard-one/ .

Undergraduate Education. *Our university provides access to high quality undergraduate education that cultivates the personal and professional growth of our students and meets the educational needs of our community, state, and nation. We engage our students and focus on their success.*

Graduate Education. *Our university provides access to graduate education that addresses the needs of our region, is meaningful in a global context, is respected for its high quality, and is delivered within a supportive graduate culture.*

Research and Creative Activity. *Through our endeavors in basic and applied research and in creative activity, our researchers, artists, and students create knowledge and understanding of our world and of ourselves, and transfer that knowledge to provide societal, economic, and cultural benefits. Students are integral to our faculty research and creative activity.*

Community Commitment. *The university is a vital part of the community, and our commitment to the community extends beyond our educational programs, research, and creative activity. We collaborate in the development of partnerships that address community and university issues. The community and university share knowledge and expertise with each other. We look to the community to inform our goals, actions, and measures of success. We work with the community to create a rich mix of culture, learning experiences, and entertainment that educates and enriches the lives of our citizens. Our campus culture and climate promote civility, inclusivity and collegiality.*

Vision for Strategic Plan 2012-2017

Boise State University aspires to be a research university known for the finest undergraduate education in the region, and outstanding research and graduate programs. With its exceptional faculty, staff and student body, and its location in the heart of a thriving metropolitan area, the university will be viewed as an engine that drives the Idaho economy, providing significant return on public investment.

Boise State University
Strategic Plan 2012-17
Focus on Effectiveness
Submitted to SBOE March 18, 2013

Focus on Effectiveness:
A Strategic Plan for Boise State University 2012-2017

Goal 1: **Create a signature, high-quality educational experience for all students.**

Objectives:

- Develop the Foundational Studies Program into a memorable centerpiece of the undergraduate experience.
- Provide bountiful opportunities within and across disciplines for experiential learning.
- Facilitate respect for the diversity of human cultures, institutions, and experiences in curricular and co-curricular education.
- Cultivate intellectual community among students and faculty.
- Invest in faculty development, innovative pedagogies, and an engaging environment for learning.

Goal 1: Performance Measures	Recent data		Performance Target (by 2017)	Comments
	2010	2012		
NSSE benchmark measures of student perception (as % of urban peer rating; for seniors only):				
>Level of academic challenge	98.2%	98.5%	Rating equal to peers	
>Active and collaborative learning	96.5%	97.9%	Rating equal to peers	
>Student-faculty interaction	87.0%	90.8%	Rating equal to peers	
>Enriching educational experience	95.9%	93.0%	Rating equal to peers	
>Supportive campus environment	90.1%	88.3%	Rating equal to peers	
	FY 2010-11	FY 2011-12		
% students achieving University Learning Outcomes[1]				
>Written & oral communication (ULOs 1-2)	New program		For ULOs 1-6, our expectation is that for each ULO, 90% of graduates will be rated as "good" or "exemplary"	The ULOs are based on the "LEAP" program of the AAC&U, and are incorporated into our Foundational Studies Program.
>Critical inquiry, innovation, teamwork (ULOs 3-4)	New program			
>Civic & Ethical foundations (ULOs 5-6)	New program			
	FY 2010-11	FY 2011-12		
% of Idaho HS students naming Boise State as #1 choice on ACT test (of those who listed us in top 6)	37%		40%	

[1] % of graduating undergraduates who achieve a competency of "exemplary" or "good" for each of ULOs 1-6 (Intellectual foundations and Civic & ethical foundations) and for ULO 7-11 (Disciplinary areas).

Goal 2: Facilitate the timely attainment of educational goals of our diverse student population.

Objectives:

- Identify and remove barriers to graduation.
- Bring classes to students using advanced technologies and multiple delivery formats.
- Design and implement innovative policies and processes that facilitate student success.
- Connect students with university services that address their individual needs.
- Ensure that faculty and staff understand their roles and responsibilities in facilitating student success.

Goal 2: Performance Measures	Recent data		Performance Target (by 2017)	
	FY 2010-11	FY 2011-12		Comments
6 year graduation rate of first-time full-time freshman	2005 cohort 29.2%	2006 cohort 29.5%	45% by 2019	
Dual enrollment [2] ># credits produced ># students served	 9,435 2,030	 10,770 2,410	 10,000 3,000	10,770 credits is equivalent to 718 students each taking 15 credits for a semester. Board required measure.
Graduates per 100 student FTE enrolled [3] (undergraduate/graduate)	18.4 / 50.8	19.9 / 54.9	22.5 / 58.0	Number decreased by large # of non-traditional students. Board required measure.
One-year retention rate of first-time full-time freshman*[4]	69.1%	72%	equal to peer institutions	Board required measure

[2] Dual enrollment credits and students are measures of activity that occur over the entire year at multiple locations using various delivery methods. When providing measures of this activity, counts over the full year (instead of by term) provide the most complete picture of the number of unduplicated students that are enrolled and the number of credits earned.
[3] Number of baccalaureate degree recipients per 100 undergraduate FTEs enrolled and number of master's/doctoral degree recipients per 100 graduate FTEs enrolled.
[4] Retention for the Fall 2008 cohort is measured as the percent of the Fall 2008 cohort of first time, full-time baccalaureate-seeking freshmen that return to enroll in Fall of 2009.

Goal 3: Gain distinction as a doctoral research university.

Objectives:

- Recruit, retain, and support highly qualified faculty, staff, and students from diverse backgrounds.
- Identify and invest in select areas of excellence with the greatest potential for economic, societal, and cultural benefit.
- Build select doctoral programs with a priority in professional and STEM disciplines.
- Build infrastructure to keep pace with growing research and creative activity.
- Design systems to support and reward interdisciplinary collaboration.

Goal 3: Performance Measures	Recent data		Performance Target (by 2017)	Comments
	FY 2010-11	FY 2011-12		
Total Research & Development Expenditures as reported to the National Science Foundation (in $1,000's)	$24.2 M	$27.5 M	$40 million	Gold standard for measuring research. Since FY05, we have increased 206%; for the last two years we have had more expenditures than ISU.
Number of peer-reviewed publications over 5-year period[5]	2007-11: 1,176		1,500	Number is a measure of scholarly output. # citations is a measure of impact.
Citations of Boise State publications over 5-year period[6]	2007-11: 4,662		5,000	
Number of doctoral graduates	11	11	25	

[5] # of publications over five year span with Boise State listed as an address for one or more authors; from Web of Science. A more robust and comprehensive measure will be implemented once Digital Measures is fully operational.
[6] # of citations of Boise State publications over five year span; from Web of Science. A more robust and comprehensive measure will be implemented once Digital Measures is fully operational.

Goal 4: Align university programs and activities with community needs.

Objectives:

- Include community impact in the creation and assessment of university programs and activities.
- Leverage knowledge and expertise within the community to develop mutually beneficial partnerships.
- Collaborate with external partners to increase Idaho students' readiness for and enrollment in higher education.
- Increase student recruitment, retention, and graduation in STEM disciplines.
- Evaluate our institutional impact and effectiveness on a regular basis and publicize results.

Goal 4: Performance Measures	Recent data		Performance Target (by 2017)	Comments
	FY 2010-11	FY 2011-12		
Number of graduates (bachelor's, master's, doctoral) in high demand disciplines[7]	1,031		1,250	Includes disciplines appropriate for the top 25% of jobs listed by the Idaho Department of Labor.
Number of STEM graduates (includes bachelor's, master's, doctoral)[8]	374	407	500	We had a 41% increase in STEM degrees over last 3 years.
Overall number of baccalaureate graduates	2,411	2,584	3,273	The SBOE has projected that BSU will need to produce 3,273 graduates annually by FY2018-19 to meet the SBOE's 60% goal. Our target will be to meet that number two years early.
BroncoJobs: # of employers listing career-level jobs[9]	623		700	"Career level" focuses the measure on competence of our graduates.
# of students requiring remedial coursework[10]	108	123	100	Opening of CWI will have an impact. Board required measure.

[7] Defined as graduates in those disciplines appropriate for the top 25% of jobs listed by the Idaho Department of Labor, based on projected # of openings 2008-2018.
[8] STEM refers to Science, Technology, Engineering, and Math. We define STEM disciplines as being included in either or both of the NSF-defined list of STEM disciplines and the NCES-defined list of STEM disciplines. We also include STEM secondary education graduates.
[9] Measure will be adjusted for economic conditions
[10] Includes all new Idaho students who have been out of high school 1 year or less needing to complete remedial coursework.

Goal 5: Transform our operations to serve the contemporary mission of the university.

Objectives:

- Reinvent our academic and business practices to improve service and efficiency.
- Simplify or eliminate policies and regulations that waste effort and resources.
- Invest in faculty and staff to develop key competencies and motivate top performance.
- Break down silos that inhibit communication, collaboration and creativity.
- Provide widespread and timely access to reliable and understandable data, and use it to drive decision-making across the university.
- Build an infrastructure to encourage and accommodate external funding, philanthropic support, private-sector relationships, and a diversity of funding models.
- Develop and implement a model for resource allocation that supports strategic goals and promotes innovation, effectiveness, and responsible risk-taking.

Goal 5: Performance Measures	Recent data		Performance Target (by 2017)	Comments
	2010	2012		
NSSE student rating of admin offices (as % of urban peer average score)	97.1%	96.9%	Rating equal to peer institutions	
	FY 2010-11	FY 2011-12		
Cost of education (full-time resident undergraduate tuition & fees per semester)	$2,650	$2,942	Remain less than the median cost of comparable regional institutions	
Operational Cost per EWA Weighted Credit Hour[11]	$154.54	$164.11	Increase no more than the Consumer Price Index	
Instructional Cost per EWA Weighted Credit Hour[12]	$100.30	$102.69	Increase no more than the Consumer Price Index	
Operational Cost per Degree Graduate (bachelor's and above)[13]	$46,931	$44,980	Increase no more than the Consumer Price Index	
Instructional Cost per Degree Graduate (bachelor's and above)[14]	$30,462	$28,145	Increase no more than the Consumer Price Index	

[11] Cost data from audited financial reports, and includes costs for instruction, academic support (including libraries), and institutional support (including student services); excludes research and other non-instructional and support costs. Credit hours weighted according to EWA formulae.
[12] Cost data from audited financial reports, and includes only cost of instruction. Credit hours weighted according to EWA formulae.
[13] Cost data from audited financial reports, and includes costs for instruction, academic support (including libraries), and institutional support (including student services); excludes research and other non-instructional and support costs. Distinct number of graduate from degree programs, baccalaureate and above; certificates not included.
[14] Cost data from audited financial reports, and includes only cost of instruction. Distinct number of graduate from degree programs, baccalaureate and above; certificates not included.

Project Portfolio: FY13 University-wide Projects

To implement the university's strategic plan Focus on Effectiveness 2012-2017 will involve two types of projects:

- **University-wide projects**. These projects were derived directly from Focus on Effectiveness, and each will cross divisional boundaries. Each project is foundational in nature; that is, by implementing it first, we facilitate the later implementation of unit-level and other university-level projects.
- **Divisional and unit-level projects.** In many cases, these projects will be derived from divisional and/or unit-level strategic plans that have been developed to align with Focus on Effectiveness.

Nine university-wide projects were proposed and approved for FY13. They are as follows:

New Projects

- Develop Our Strategic Enrollment Plan as the Basis for Integrated University Planning
- Achieve Institutional Effectiveness through Comprehensive and Systematic Assessment
- Adopt Leading-Edge Pedagogy and Learning Environments at the Program Level
- Implement Complete College Boise State
- Foster a Culture Focused on Student Success
- Build Sustainable Structure to Increase Funding for Research and Creative Activity

Projects that Build on Specific Initiatives Already Underway

- Although every project will build on what we have done in the past, the following projects build on specific initiatives that are already underway.
- Expand the Mobile Learning Initiative
- Maximize Success of the Foundational Studies Program in Achieving University Learning Outcomes
- Strengthen the Structure and Operations of Academic Departments

Idaho State University Strategic Plan

Mapping Our Future:
Leading in Opportunity and Innovation

FY 2014-2018

Idaho State University Strategic Plan FY 2014-2018

Vision: Leading in Opportunity and Innovation

Mission

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

Idaho State University is a public research institution which serves a diverse population through its broad educational programming and basic, translational, and clinical research. Idaho State University serves and engages its communities with health care clinics and services, professional technical training, early college opportunities, and economic development activities. The University provides leadership in the health professions and related biomedical and pharmaceutical sciences, as well as serving the region and the nation through its environmental science and energy programs.

STRATEGIC PLAN GOALS AND OBJECTIVES

Goal 1: LEARNING AND DISCOVERY – Idaho State University promotes an environment that supports learning and discovery through the many synergies that exist among teaching, learning, research and scholarly activities.

Objective 1.1 ISU provides a rich learning environment, in and out of the classroom.

Performance Measures

1.1.1 Number of online and hybrid courses offered to meet student demand.
1.1.2 Number of students participating in Career Path Internships.
1.1.3 Number of high school students participating in ISU dual credit courses.

Benchmark: Increase each measure by five percent over the next three years.

Objective 1.2 ISU provides a dynamic curriculum to ensure programs are current, relevant, and meet student and workforce needs.

Performance Measure:

1.2.1 Number of programs begun, expanded, and/or closed in response to changing student interest or workforce needs. Longitudinal data on all current programs are provided to the deans annually, and all programs are reviewed and revised as needed at least once every five years.

Benchmark: Addition, revision, expansion or deletion of academic programs are strategic decisions based on program review findings, and are tied to student interest and workforce needs of the state and region.

Objective 1.3 Undergraduate and graduate students participate in undergraduate teaching.

Performance Measures

1.3.1 Number of graduate assistantships and fellowships with teaching responsibilities.

1.3.2 Number of students employed as English, math, and content area tutors.

Benchmark: Increase number of students participating in undergraduate teaching and/or tutoring by five percent over the next five years.

Objective 1.4 Undergraduate and graduate students engage in research and creative/scholarly activity.

Performance Measures

1.4.1 Number of students who participate each year in research with a faculty member.

1.4.2 Number of students who participate each year in ISU's research symposia.

Benchmark: Increase the number of students participating in research and creative/scholarly activity with a faculty member by three percent per year.

Objective 1.5 The core faculty is actively engaged in research and creative/scholarly activity.

Performance Measures

1.5.1 Faculty scholarly productivity, as demonstrated by the number of publications, juried shows, exhibits, performances, and other scholarly activities.

1.5.2 Number of proposals submitted for external funding, number funded, and total amount of funding received.

1.5.3 Faculty contribution to economic development and commercialization activities, as demonstrated by invention disclosures, patents, and collaborative funded research with private sectors partners.

Benchmark: Faculty productivity/quality indicators at, or above, peer average and increase these indicators by three percent per year.

Objective 1.6 Graduates of ISU's programs are well prepared to enter the workforce and/or continue their education at the graduate and professional levels.

Performance Measures

1.6.1 Pass rates on professional licensure and certification exams.

1.6.2 Placement rates of graduates from academic professional, and professional-technical programs.

Benchmark: Maintain pass rates and placement rates at or above the national averages.

Goal 2: ACCESS AND OPPORTUNITY – Idaho State University provides diverse opportunities for students with a broad range of educational preparation and backgrounds to enter the University and climb the curricular ladder so that they may reach their intellectual potential and achieve their educational goals.

Objective 2.1 Support services provided to enhance retention are utilized by students.

Performance Measures

2.1.1 Annual number of advisor contacts with students occurring through central academic advising.

2.1.2 Number of freshmen students who participate in the New Student Orientation program, First Year Seminar and ACAD courses.

2.1.3 Average amount of need-based and merit-based financial aid/scholarships awarded to students.

2.1.4 Number of student visits to content area tutoring, math and writing centers.

Benchmark: Retention rates of full-time undergraduate students who use central advising, tutoring, and other student support services will exceed those of students who have not or rarely used these services.

Objective 2.2 Students' progression from initial enrollment to graduation is monitored, and efforts to increase enrollment, retention and completion are in place (e.g., targeted recruitment, optimal scheduling of courses, early warning system to help students in need, etc.).

Performance Measures (red text indicates 2012 SBOE-required measures for all institutions)

2.2.1 Average time to degree completion by college for full-time and part-time students.

2.2.2 Retention rates from freshman to sophomore and sophomore to junior years, for full-time and part-time students.

2.2.3 Total number of **undergraduate** certificates and degrees awarded by level, CIP code, and per 100 FTE undergraduate students.

2.2.4 Total number of **graduate** certificates and degree awarded by level and CIP code.

2.2.5 Cost per weighted credit hour to deliver undergraduate education.

2.2.6 Completion of undergraduate certificates (1 year or greater) and degrees per $100,000 of education and related spending (i.e., full cost of instruction and student services, plus the portion of institutional support and maintenance assigned to instruction).

Benchmarks: Positively impact all student progression variables above by five percent over next three years.

Objective 2.3 Students who require remedial coursework are successful in completing their certificate or degree programs.

Performance Measures

2.3.1 Number of first-time freshmen who graduated from an Idaho high school in the previous year requiring remedial education.

2.3.2 Percent of students who successfully complete required remedial courses.

2.3.3 Retention rates of students who complete required remedial courses.

Benchmark: Retention rates of first-time, full-time students who complete remedial coursework will increase by five percent over the next three years.

Objective 2.4 Students who enter with college credits earned while in high school (dual credit) are successful in completing their certificate or degree programs.

Performance Measures

2.4.1 Total number of students enrolled in ISU's Early College program, and total number of credits earned.

2.4.2 Retention and graduation rates of college students who participated in ISU's Early College program and subsequently enroll at ISU.

Benchmark: Retention and graduation rates of first-time, full-time students who enter college with ISU college credits earned while in high school will meet or exceed those of students who have not earned ISU dual credits while in high school.

Objective 2.5 Accommodations are made to assist students who leave the institution ("stop out") and return.

Performance Measures

2.5.1 Number of contacts with students who fail to register for a subsequent semester.

2.5.2 Percent of students who "stop out" and later return to the University within three years.

Benchmark: The percent of students who "stop out" and subsequently return to ISU will increase by five percent over the next five years.

Objective 2.6 Students participate in community and service learning projects and activities, student organizations, and learning communities.

Performance Measures

2.6.1 Number of courses offering, and annual number of students enrolled in, community or service learning projects/activities.

2.6.2 Number of student organizations, and annual number of students participating in those organizations.

Benchmark: Retention and graduation rates of full-time undergraduate students who participate in community and service learning projects will meet or exceed those of students who do not participate in such activities.

Goal 3 THREE: LEADERSHIP IN THE HEALTH SCIENCES – Idaho State University values its established leadership in the health sciences with primary emphasis in the health professions. We offer a broad spectrum of undergraduate, graduate, and postgraduate training. We deliver health-related services and patient care throughout the State in our clinics and postgraduate residency training sites. We are committed to meeting the health professions workforce needs in Idaho. We support professional development, continuing education, and TeleHealth services. We are active in Health Sciences research.

Objective 3.1 A broad array of health professions certificate and degree programs are offered, many statewide.

Performance Measures

3.1.1 Number of certificate and degree programs offered, and number of students enrolled, in ISU's health professions programs.

3.1.2 Percent of graduates of ISU health professions programs who obtain employment in Idaho.

3.1.3 Pass rates on clinical licensure and certification exams in the health professions.

Benchmark: Strong enrollment, retention, and graduation rates will be maintained in ISU's health professions programs.

Objective 3.2 ISU serves the State, the public, and its health professions students through its clinics and other community health venues.

Performance Measures

3.2.1 Number and location of ISU clinics and clinical services, number of patient visits, and number of students and faculty participating.

3.2.2 Number of individuals served by ISU's community health fairs and screening events.

Benchmark: Number of people served by ISU's clinics, health fairs, and other clinical services will increase by five percent over the next three years.

Objective 3.3. ISU faculty and students engage in basic, translational, and clinical research in the health sciences.

Performance Measures

3.3.1 Number of faculty actively engaged in research in the health and biomedical sciences.

3.3.2 External funding received for health-related and biomedical research.

3.3.3 Number of students participating in clinical research as part of their degree program.

Benchmark: Funding to support faculty and student research activity in the health sciences will increase by 3 percent per year.

Goal 4: COMMUNITY ENGAGEMENT AND IMPACT – Idaho State University, including its outreach campuses and centers, is an integral component of the local communities, the State and the intermountain region, and benefits the economic health, business development, environment, and arts and culture in the communities it serves.

Objective 4.1 ISU directly contributes to the economic well being of the State, region, and communities it serves.

Performance Measure:

4.1.1 Total economic impact of the University.

Benchmark: Total economic impact will increase by five percent over the next five years.

Objective 4.2 Campus resource conservation efforts have been initiated; and students and faculty conduct research in the areas of environment and in energy to benefit the State.

Performance Measure:

4.2.1 Resource conservation efforts initiated.

4.2.2 Summary of the educational efforts and faculty research related to the environment and to energy that benefit the communities ISU serves and the State.

Benchmark: ISU's efforts to conserve campus resources will continue to be developed.

Objective 4.3 ISU participates in formal and informal partnerships with other entities and stakeholders.

Performance Measure:

4.3.1 Number/list of active ISU partnerships, collaborative agreements, and contracts with public agencies and private entities in the State.

Benchmark: Number of partnerships, collaborative agreements, and contracts will increase by five percent over the next five years.

Goal 5: STEWARDSHIP OF INSTITUTIONAL RESOURCES – The University has policies and procedures in place to ensure the effective and efficient use of its internal resources to address its infrastructure requirements and to meet the needs of its various constituent groups.

Objective 5.1 The institution collects, analyzes, and disseminates critical data; and uses this information to make informed decisions.

Performance Measures:

5.1.1 Number of critical reports available on Banner/Argos for internal use by relevant constituent groups.

5.1.2 Number of external reports routinely generated by the Office of Institutional Research.

Benchmark: Reports will be generated in a timely manner and prioritized as necessary to meet the requests from internal constituents and requirements of external agencies and organizations (e.g., SBOE, DFM, OCR, NCES, auditors, etc.).

Objective 5.2 The institution continually assesses and periodically reviews its utilization of resources.

Performance Measure:

5.2.1 Number of non-academic and co-curricular program reviews completed each year.

Benchmark: All non-academic and co-curricular programs will be reviewed and revised as necessary at least once every five years.

Key External Factors

(BEYOND DIRECT CONTROL OF IDAHO STATE UNIVERSITY)

Funding

Many Idaho State University strategic goals and objectives assume on-going and sometimes substantive additional levels of State legislative appropriations. Availability of state revenues, upon which appropriation levels depend, can be uncertain from year to year. Similarly, while gubernatorial and legislative support for ISU efforts are significant, priorities set by those bodies vary from year to year, affecting planning for institutional initiatives and priorities. When we experience several successive years of deep reductions in state appropriated funding, as has occurred in the recent past, it makes it increasingly difficult to plan for and implement strategic growth. In addition, the Workload Adjustment funding often is not appropriated each year which negatively affects strategic growth. Given the recent reductions in appropriations over the past several years, the University has increased efficiency to maintain existing levels of resources necessary to support instruction, research, and key services.

Legislation/Rules

Beyond funding considerations, many institutional and SBOE policies are embedded in state statute or rule and are not under institutional control. Changes to statute and rule desired by the institution are accomplished according to state guidelines. As with SBOE rules, rules require public notice and opportunity for comment, gubernatorial support, and adoption by the Legislature. Proposed legislation, including both one-time and ongoing requests for appropriated funding, must be supported by the Governor, gain approval in the germane legislative committees, and pass both houses of the Legislature.

The recent directives related to creation of the Student Longitudinal Data System, revision of general education and remedial education, common core standards, Smarter Balance Assessment, Complete College America/Idaho, the 60% Goal, zero-based budgeting, performance-based funding, and the additional financial and institutional research reporting requirements have required the reallocation of staff resources and time and effort to comply. The legislation passed recently to encourage students to complete the requirements for an associate degree (“8 in 6”) at the time of their high school graduation, is an unfunded mandate that also has an impact on staff and faculty workload to increase the number of dual credit courses, one-year certificates, and associate degrees available to students. At the same time the high school graduation requirements have increased, which may reduce the time high school teachers have available to teach dual credit classes.

Institutional and Specialized Accreditation Standards

The Northwest Commission on Colleges and Universities (NWCCU), our regional accreditation body, recently initiated a new 7-year review cycle and a set of new standards. For this first cycle, ISU must complete the 7-year cycle in four years, with a comprehensive self-evaluation report due in September 2014, with an on-campus visit by a review team in fall 2014. ISU's revised mission statement and Core Themes were approved by the Board in February 2012. ISU's four Core Themes derive from its revised mission, and for each Core Theme there are a set of outcome based objectives, with a set of indicators for each objective. The ISU Strategic Plan has been revised to reflect and integrate with the mission statement and Core Themes. Similarly, the specialized accrediting bodies for our professional programs periodically make changes to their accreditation standards and requirements, which we must address.

ISU has the largest number of degree programs with specialized accreditation among the state institutions, which significantly increases the workload in these programs due to the requirements for data collection and preparation of periodic reports. The programs in the health professions are reliant on the availability of clerkship sites in the public and private hospitals, clinics, and medical offices within the state and region. To ensure that students are placed appropriately in these clerkship rotations and that there are sufficient sites for our students, each of the health professions programs must have a full-time clerkship coordinator to schedule students in our existing sites, and secure additional clerkship sites. The potential for growth in these programs is dependent on maintaining the student to faculty ratios mandated by the specialized accrediting bodies, as well as the availability of a sufficient number of appropriate clerkship sites for our students.

Federal Government

A great deal of educational and extramural research funding for ISU and the SBOE is provided by the federal government. Funding is often tied to specific federal programs and objectives, and therefore can greatly influence both education policy and extramurally-funded research agendas at the state and the institutional levels. While the influx of federal stimulus funds provided a certain buffer for FY 2010, the loss of the bulk of stimulus funds for FY 2011 severely mitigated even short term positive impacts that the stimulus funding had. The recent decrease in funding for Pell Grants has had a negative impact on need-based financial aid for our students. The impact of the sequestration-mandated federal budget reductions initiated in early 2013 will certainly have a negative impact on higher education.

Local/Regional/National/Global Economic Outlook

Conventional wisdom has long tied cyclic economic trends to corresponding trends in higher education enrollments. While some recent factors have caused this long relationship to be shaken in terms of funding students have available for higher education, in general the perceived and actual economic outlooks experienced by students continues to affect both recruitment into our colleges and universities as well as degree progress and completion rates. A greater proportion of our students must work and therefore are less able to complete their education in a timely manner. As commodities prices for a range of items from food to fuel continue to experience volatility, we can expect students' economic experiences to continue to affect their ability and willingness over the short term to engage higher education. While the current recessionary trends in the state economy have begun to rebound, it is difficult to make accurate projections for growth in higher education.

Regional and National Demographic Trends

As with economic trends, demographic trends throughout the region and nation continue to affect both recruitment into higher education, as well as a range of progress and completion issues. These changing social demographics and the corresponding changes in our student and prospective student demographics will make it increasingly important for ISU to critically examine our range of services and functions and to continue to refine them to better serve the range of constituencies within our institution and larger communities.

ISU FY 2014-2018 Strategic Plan (Rev. 3-13-13)

Idaho State University

STATE BOARD OF EDUCATION OBJECTIVES & MEASURES FOR HIGHER EDCATION

	ISU STRATEGIC PLAN GOALS				
	Learning and Discovery.	Access and Opportunity.	Leadership in the Health Sciences.	Community Engagement and Impact.	Stewardship of Institutional Resources.
GOAL 1: A WELL EDUCATED CITIZENRY	✓	✓	✓	✓	
Set policy and advocate for increasing access for individuals of all ages, abilities, and economic means to Idaho's P-20 educational system. - Postsecondary student enrollment by race/ethnicity/gender as compared against population.	✓	✓			
Increase the educational attainment of all Idahoans through participation and retention in Idaho's educational system. - Percent of high school students enrolled and number of credits earned in duel credit. - Percent of first-year full-time freshmen returning for second year. - Number of postsecondary unduplicated students receiving awards (Associate, bachelor's, master's, doctoral degrees) each year.	✓	✓	✓		
Improve the processes and increase the options for re-integration of adult learners into the education system. - Number of bridge programs. - Number of adults enrolled in upgrade and customized training. - Percent of first-year part-time freshmen returning for second year.	✓	✓		✓	
Improve the ability of the educational system to meet educational needs and allow students to efficiently and effectively transition into the workplace. - Number of degrees conferred in STEM fields. - Percent of students participating in internships. - Percent of students participating in undergraduate research.	✓	✓	✓	✓	✓

✓ Indicates the specific SBOE's Goals and Objectives that are supported by ISU's Strategic Plan.

ISU FY 2014-2018 Strategic Plan (Rev. 3-13-13)

Idaho State University

STATE BOARD OF EDUCATION OBJECTIVES & MEASURES FOR HIGHER EDUCATION	ISU STRATEGIC PLAN GOALS: Learning and Discovery.	Access and Opportunity.	Leadership in the Health Sciences.	Community Engagement and Impact.	Stewardship of Institutional Resources.
GOAL 2: CRITICAL THINKING AND INNOVATION	✓	✓	✓	✓	
Increase research and development of new ideas into solutions that benefit society. - Institution expenditures from competitive Federally funded grants. - Institution expenditures from competitive industry funded grants. - Number of sponsored projects involving the private sector. - Total amount of research expenditures.	✓		✓		✓
Increase student performance through the development, recruitment and retention of a diverse and highly qualified workforce of teachers, faculty, and staff. - Percent of first-time students from public institution teacher training programs that pass the Praxis II	✓				
GOAL 3: EFFECTIVE AND EFFICIENT DELIVERY SYSTEMS	✓	✓	✓		✓
Increase productivity and cost-effectiveness. - Cost per successfully completed weighted student credit hour. - Average net cost to attend public 4 year institution. - Average number of credits earned at completion of a degree program. - Institutional reserves comparable to best practice.	✓	✓	✓		✓
Increase the quality, thoroughness, and accessibility of data for informed decision-making and continuous improvement of Idaho's educational system. - Develop P-20 workforce longitudinal data system with the ability to access timely and relevant data.					✓

✓ Indicates the specific SBOE's Goals and Objectives that are supported by ISU's Strategic Plan.

Lewis-Clark State College

Strategic Plan

Submitted March 18, 2013

FY2014-2018

Lewis-Clark State College

Strategic Plan FY2014-2018

VISION STATEMENT

Unique among Idaho's institutions of higher education, LCSC will fulfill the SBOE vision of a seamless public education system by integrating traditional baccalaureate programs, professional-technical training programs, and community college and community support programs within a single institution, serving diverse needs within a single student body, and providing outstanding teaching and support by a single faculty and administrative team. LCSC's one-mission, one-team approach will prepare citizens from all walks of life to make the most of their individual potential and contribute to the common good by fostering respect and close teamwork among all Idahoans. Sustaining a tradition that dates back to its founding as a teacher training college in 1893, LCSC will continue to place paramount emphasis on quality of instruction—focusing on the quality of the teaching and learning environment for traditional and non-traditional academic classes, professional-technical education, and community instructional programs. Lewis-Clark students' personalized instruction will be complemented by personal application of knowledge and skills in the real world, as embodied in the College's motto: "*Connecting Learning to Life*." LCSC will be an active partner with the K-12 school system, community service agencies, and private enterprises and will support regional economic and cultural development. LCSC will strive to sustain its tradition as the most accessible four-year higher-education institution in Idaho by rigorously managing program costs; student fees; housing, textbook, and lab costs; and financial assistance to ensure affordability. LCSC will vigorously manage the academic accessibility of its programs through accurate placement, use of student-centered course curricula, and constant oversight of faculty teaching effectiveness. LCSC will nurture the development of strong personal values and will emphasize teamwork to equip its students to become productive and effective citizens who will work together to make a positive difference in the state, the nation, and the world.

MISSION STATEMENT

LCSC's official role and mission statement and core themes (approved by the SBOE February 16, 2012) are provided below:

Lewis-Clark State College is a regional state college offering instruction in the liberal arts and sciences, professional areas tailored to the educational needs of Idaho, applied technical programs which support the local and state economy and other educational programs designed to meet the needs of Idahoans.

Core Themes:

Core Theme One: Connecting Learning to Life Through Academic Programs
The first segment of the three part mission of Lewis-Clark State College is fulfilled under aegis of Academic Programs. This theme guides the offering of undergraduate instruction in the liberal arts and sciences and professional programs tailored to the educational needs of Idaho.

Core Theme Two: Connecting Learning to Life Through Professional-Technical Programs.
The second segment of the three part mission of Lewis-Clark State College is fulfilled under the aegis of Professional-Technical Programs. LCSC functions under this theme by offering an array of credit and non-credit educational experiences that prepare skilled workers in established and emerging occupations that serve the region's employers.

Core Theme Three: Connecting Learning to Life Through Community Programs.
The third and last theme of Lewis-Clark State College is fulfilled through Community Programs. The primary function of Community Programs is to provide quality delivery of outreach programs and services to students, customers and communities throughout Region II as well as degree completion programs in Region I.

Primary Emphasis Areas: (The SBOE is currently reconsidering the primary emphasis areas for each of Idaho's four-year institutions.)

LCSC's primary emphasis areas (approved by the SBOE in 1998) are provided below:

1. Type of Institution

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

2. Programs and Services (listed in order of emphasis)

• **Baccalaureate Education:** Offers a wide range of baccalaureate degrees and some qualified professional programs.
• **Associate Education:** Offers a wide range of associate degrees and some qualified professional programs.
• **Certificates/Diplomas:** Offers a wide range of certificates and diplomas.
• **Distance Learning:** Uses a variety of delivery methods to meet the needs of diverse constituencies.
• **Technical and Workforce Training:** Offers a wide range of professional, technical and outreach programs.
• **Continuing Education:** Provides a variety of life-long learning opportunities.
• **Research:** Conducts select coordinated and externally funded research studies.

3. Constituencies Served: The institution serves students, business and industry, the professions, and public sector groups primarily within the region and throughout the state, as well as diverse and special constituencies. Lewis-Clark State College works in collaboration with other state and regional postsecondary institutions in serving these constituencies.

Goal 1: A Well Educated Citizenry
Lewis-Clark State College supports the Idaho State Board of Education's efforts to provide opportunities for individual advancement.

SBOE Objective A: ACCESS - Support the Idaho State Board of Education's efforts to improve access for individuals of all ages, abilities, and economic means to Idaho's educational system.

Performance Measures:
- High school students participating in concurrent enrollment programs (headcount and total credit hours)
  Benchmark: Annual Enrollment - 1,300
  Annual Total Credit Hours - 6,000

- Scholarship dollars awarded per student FTE
  Benchmark: $1,950

SBOE Objective B: Higher Level of Educational Attainment - Support the Idaho State Board of Education's efforts to increase the educational attainment of all Idahoans through participation and retention in Idaho's educational system.

Performance Measures:
- The number of degrees and certificates awarded per 100 FTE undergraduate students enrolled
  Benchmark: 20

- First-year/ full-time cohort retention rate
  Benchmark: 60%

- First-year/ full-time cohort 150% graduation rate
  Benchmark: 30%

SBOE Objective C: **Adult Learner Re-Integration** - Support the Idaho State Board of Education's efforts to improve the processes and increase the options for re-integration of adult learners into the education system.

Performance Measure:
- Number of adults enrolled in customized training (including statewide fire and emergency services training programs).
  Benchmark: 3,700

SBOE Objective D: **Transition** - Support the Idaho State Board of Education's efforts to improve the ability of the educational system to meet educational needs and allow students to efficiently and effectively transition into the workforce.

Performance Measures:
- First-time licensing/ certification exam pass rates for professional programs
  Benchmark: Meet or exceed national average

- Percentage of responding LCSC graduates with positive placement
  Benchmark: 90% of responding LCSC graduates will have positive placement

Goal 2: **Critical Thinking and Innovation**
Lewis-Clark State College supports the Idaho State Board of Education's efforts to provide an environment for the development of new ideas, and practical and theoretical knowledge to foster the development of individuals who are entrepreneurial, broadminded, and think critically, and are creative.

SBOE Objective A: **Critical Thinking, Innovation, and Creativity**-
Support the Idaho State Board of Education's efforts to increase research and development of new ideas into solutions that benefit society

Performance Measures:
- Institution funding from competitive grants
  Benchmark: $2.0m

- ETS Proficiency Profile critical thinking construct
  Benchmark: LCSC will score at the 80th percentile or better of comparison participating institutions (Carnegie Classification-Baccalaureate Diverse) on the ETS Proficiency Profile critical thinking construct.

Performance Measures:
- Number of students participating in internships
  Benchmark: TBD

- Number of students participating in undergraduate research
  Benchmark: 290

- The number of presentations at the LCSC Senior Research Symposium
  Benchmark: 230

SBOE Objective B: Quality Instruction- Support the Idaho State Board of Education's efforts to increase student performance through the development, recruitment and retention of a diverse and highly qualified workforce of teachers, faculty, and staff.

Performance Measure - Classified Staff:
- State of Idaho Classified Staff Pay Schedule

  Benchmark: Classified Staff pay will be 90% of Policy.

Performance Measure - Professional Staff (Administrative):
- College and University Professional Association for Human Resources (C.U.P.A.) - Administrative Salary Survey

  Benchmark: Compensation for professional staff (Administrative) will be 90% of the average C.U.PA. Administrative Salary Survey median for institutions in the same budget quartile as Lewis-Clark State College

Performance Measure- Professional Staff (Mid-level and Professional):
- C.U.P.A. Mid-Level and Professional Salary Survey

  Benchmark: Compensation for professional staff (mid-level and professional) will be 90% of average C.U.P.A. Mid-Level and Professional Survey median for institutions in the same budget quartile as Lewis-Clark State College.

Performance Measure- Instructional Personnel:
- Integrated Postsecondary Education Data System (IPEDS), Human Resources Report

  Benchmark: Compensation for instructional personnel will be 90% of the average of peer institutions by academic rank as reported by IPEDS.

Performance Measure:
- Number of Idaho teachers who are certified each year by specialty and meet the Federal Highly Qualified Teacher definition

  Benchmark: The percentage of first-time students passing the PRAXIS II will exceed 90%.

<u>GOAL 3:</u> **Effective and Efficient Delivery Systems** – *Lewis-Clark State College supports the Idaho State Board of Education's efforts to ensure educational resources are used efficiently.*

<u>SBOE Objective A:</u> **Cost Effective and Fiscally Prudent –** Support the Idaho State Board of Education's efforts to increase productivity and cost-effectiveness.

Performance Measures:

- Cost per successfully completed weighted student credit hour
  Benchmark: TBD

- Average net cost to attend public 4 year institution
  Benchmark: TBD

- Certificate (at least one year) and degree completions per $100,000 of education and related spending
  Benchmark: 2.5

- Average number of credits earned at completion of certificate or degree program.
  Benchmark: Associates- 70 (SBOE Benchmark)
  Benchmark: Bachelors - 130 (SBOE Benchmark)

- Institutional reserves comparable to best practice.
  Benchmark: A minimum target reserve of 5% of operating expenditures.

<u>SBOE Objective B:</u> **Data Informed Decision Making** - Support the Idaho State Board of Education's efforts to increase the quality, thoroughness, and accessibility of data for informed decision-making and continuous improvement of Idaho's educational system.

Performance Measure:

- LCSC will support the development of a P-20 to workforce longitudinal data system with the ability to access timely and relevant data.
  Benchmark: Completed by 2015.

<u>Objective C:</u> **Educational Efficiencies-**Increase LCSC's use of distance learning to improve efficient use of resources.

Performance Measure:

- Annual end-of-term duplicated headcount for students enrolled in web, hybrid, and lecture/web-enhanced courses
  Benchmark: 8,000

Key External Factors
(Beyond control of Lewis-Clark State College):

Funding:

Historically, Lewis-Clark State College strategic goals and objectives assumed on-going and sometimes significant additional levels of State legislative appropriations provided through the SBOE. The reduced availability of State revenues (for appropriation), gubernatorial, and legislative support for some initiatives has had an impact. Lewis-Clark State College has addressed the funding issues through the institution's planning process and has ensured that core functions of the College have been preserved.

Legislation/Rules/Policy:
Beyond funding considerations, many education policies are embedded in State statute, rule, or SBOE policy and not under the control of LCSC.

Federal Government:
A great deal of educational funding is provided by the federal government. Funding for higher education is subject to congressional and executive support. The requirements of HEOA (2008) require additional costs to comply with expanded reporting requirements.

Economy:
Historically, weak economic performance indicators have translated into increased student numbers. The decline in the availability of well-paying jobs will lead many potential students to choose education over employment. This will further challenge institutional resources. Additionally, many of those students entering LCSC as a result of poor economic performance will require financial assistance and close advising to sustain their enrollment.

Successful transition to the workforce is not just a reflection of the quality of educational programs but also a function of the availability of jobs. The prevailing economic climate will adversely impact the percentage of LCSC graduates who find employment.

College of Southern Idaho
Strategic Plan
2014 – 2019

"Rethink, Reimagine & Retool!"

Statutory Authority

The College of Southern Idaho Strategic Plan has been approved by the CSI Board of Trustees. The statutory authority and the enumerated general powers and duties of the Board of Trustees of a junior (community) college district are established in Sections 33-2101, 33-2103 to 33-2115, Idaho Code.

Approved by the College of Southern Idaho Board of Trustees on 03/26/2012

Mission Statement

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

Vision

College of Southern Idaho shapes the future through its commitment to student success, lifelong learning, and community enrichment.

Core Values

The following core values, principles, and standards guide our vision and conduct:

People	Above all, we value our students, employees, and community. We celebrate individual uniqueness, worth, and contributions while embracing diversity of people, backgrounds, experiences, and ideas. We are committed to the success of our students and employees.
Learning	We are committed to student learning and success. We value lifelong learning, informed engagement, social responsibility, and global citizenship.
Access and Opportunity	We value affordable and equitable access to higher education. We make every effort to eliminate or minimize barriers to access and support student success and completion of educational goals. We create opportunities for educational, personal, and economic success.
Quality and Excellence	We strive for excellence in all of our endeavors. We offer high-quality educational programs and services that are of value to our constituents. We are committed to high academic and professional standards, and to the continuous improvement of our educational programs, services, processes, and outcomes.
Creativity and Innovation	We value and support innovative and creative ideas and solutions that foster improvement and allow us to better serve our students and our community. We encourage entrepreneurial spirit.
Responsibility and Accountability	We value personal, professional, and institutional integrity, responsibility, and accountability. We believe in serving our constituents responsibly in order to preserve the public's trust. We strive to develop a culture of meaningful assessment and continuous improvement. We value inspired, informed, transparent, and responsible leadership and decision-making at all levels of the College. We value our environment and the conservation of our natural resources.
Collaboration and Partnerships	We value collaboration and actively pursue productive and mutually beneficial partnerships among people, institutions, organizations, and communities to share diverse ideas, talents, and resources.

Core Themes*

1. **Transfer Education**
2. **Professional-Technical Education**
3. **Basic Skills Education**
4. **Community Connections**

Strategic Initiatives • 2014 - 2019

I. **Student Learning and Success**
II. **Responsiveness**
III. **Performance and Accountability**

Strategic Goals • 2014 - 2019

1. Demonstrate a continued commitment to and shared responsibility for student learning and success
2. Meet the diverse and changing needs and expectations of our students and the community we serve
3. Support employee learning, growth, wellness, and success
4. Commit to continuous improvement and institutional effectiveness

* Core Themes were developed as part of the Northwest Commission on Colleges and Universities (NWCCU) accreditation process (Standard One). Merging Core Themes and Strategic Initiatives into one document allows the College to focus its planning efforts while meeting Idaho Code, SBOE and DFM guidelines, as well as NWCCU accreditation standards.

Core Themes and Objectives*

Core Theme 1: Transfer Education

Objective: To prepare students intending to transfer and who earn an Associate of Arts, Associate of Science, or Associate of Engineering degree for success at the baccalaureate level.

Core Theme 2: Professional-Technical Education

Objective: To prepare students for entry into a job or profession related to their field of preparation and study.

Core Theme 3: Basic Skills Education

Objective: To provide developmental courses in math, reading, writing, grammar, vocabulary, spelling, and English as a second language to assist students who need to raise existing skills to college-level competency.

Core Theme 4: Community Connections

Objectives: To meet the economic development and non-credit educational, social, cultural, and community support needs of the eight-county service region by making the college's human and physical resources available, including facilities and the expertise of faculty and staff.

*Each Objective under the Core Themes has Indicators of Achievement defined. These Indicators of Achievement can be found in the Core Theme planning documents.

Strategic Initiatives, Goals, Objectives, Performance Measures, and Benchmarks

Strategic Initiative I: Student Learning and Success

1. *Goal:* **Demonstrate continued commitment to and shared responsibility for <u>student learning and success</u>**

Objectives:

1.1. Provide quality educational programs and experiences that prepare students to reach their educational and career goals
1.2. Maintain high standards for student learning, performance, and achievement – academic rigor and integrity
1.3. Continually improve the quality and effectiveness of teaching and support services
1.4. Identify and reduce barriers to student learning, and develop clear pathways to student success
1.5. Develop students' intellectual curiosity and subject matter competence, as well as communication, critical thinking, creative problem-solving, interpersonal, and leadership skills
1.6. Encourage meaningful engagement and social responsibility
1.7. Ensure that our students gain the knowledge, skills, perspectives, and attitudes necessary to thrive in a global society and become responsible global citizens
1.8. Continue to improve educational attainment (persistence, retention, degree/certificate completion, transfer) and achievement of educational and career goals
1.9. Maintain a healthy, safe, and inviting learning environment that is conducive to learning
1.10. Develop and maintain mutually beneficial partnerships with K-12 schools, community colleges, four-year institutions, employers, industry, and other public and private entities that will allow us to help our students reach their educational and career goals

Performance Measure: <u>Student engagement</u>

Benchmark: <u>Academic challenge</u> - CCSSE[1] survey results will demonstrate academic challenge ratings at or above the national comparison group

<u>Student effort</u> - CCSSE survey results will demonstrate student effort ratings at or above the national comparison group

<u>Active and collaborative learning</u> - CCSSE survey results will demonstrate active and collaborative learning ratings at or above the national comparison group

[1] CCSSE – Community College Survey of Student Engagement

Performance Measure: Retention/persistence rates
Benchmark: CSI's first-time full-time retention rate will be at or above the median for its IPEDS[2] peer group

Performance Measure: Technical skills attainment
Benchmark: At least 92% of PTE concentrators will pass a state approved Technical Skill Assessment (TSA) during the reporting year

Performance Measure: Licensure and certification pass rates
Benchmark: Maintain licensure and certification rates at or above state or national rates for all programs with applicable exams (and where the national/state rates are available)

Performance Measure: Employment status of professional-technical graduates
Benchmark: At least 95% of PTE completers will achieve a positive placement in the second quarter after completing the program

Performance Measure: Graduation rates
Benchmarks: CSI's first-time full-time graduation rate will be at or above the median for its IPEDS peer group
The number of degrees and certificates awarded will increase by 3% per year

Performance Measure: Transfer rates
Benchmarks: CSI's transfer-out rate will be at or above the median for its IPEDS peer group
The number of students transferring with a CSI degree will increase by 2% per year

Strategic Initiative II: **Responsiveness**

2. *Goal:* **Meet the diverse and changing needs and expectations of our students and the community we serve**

Objectives:

2.1. Meet the diverse and changing *needs and expectations of our students*
- 2.1.1. Offer quality educational programs and support services that meet the needs of students with diverse backgrounds, preparation levels, abilities, and educational objectives
- 2.1.2. Maintain access and support student success
- 2.1.3. Provide university parallel curriculum for transfer students, state-of-the-art programs of professional-technical education, as well as

[2] IPEDS – Integrated Postsecondary Education Data System

appropriate developmental education, continuing education, and enrichment programs

2.2. Meet the diverse and changing *needs and expectations of employers* in the area
- 2.2.1. Provide workforce training and development, and industry certifications
- 2.2.2. Ensure that the curricula provide the skills, knowledge, and experiences most needed by employers

2.3. Meet the diverse and changing *needs and expectations of the community* we serve
- 2.3.1. Provide lifelong learning opportunities
- 2.3.2. Serve as an engine for economic, social, and cultural development

Performance Measure: Enrollment and Full-Time Equivalency (FTE) - end-of-term unduplicated headcount, end-of-term total FTE, end-of-term academic FTE, end-of-term professional-technical FTE, annual unduplicated dual credit enrollment, annual dual credit FTE, end-of-term unduplicated developmental enrollment, end-of-term developmental FTE, annual non-credit workforce training enrollment, annual continuing education enrollment

Benchmark: Overall headcount will increase by 2% a year
Overall FTE will increase by 1% a year

Performance Measure: Affordability - tuition and fees

Benchmark: Maintain tuition and fees, both in-state and out-of-state, at or below that of our peer institutions (defined as community colleges in Idaho)

Performance Measure: Student satisfaction rates

Benchmarks: Student satisfaction – CCSSE survey results will demonstrate that over 90% of students would recommend CSI to a friend
Student satisfaction – CCSSE survey results will demonstrate that over 90% of students will evaluate their entire experience at CSI “Excellent” or “Good”

Performance Measure: Employer satisfaction with PTE graduates

Benchmark: Survey results will demonstrate an overall (80% or higher) employer satisfaction with PTE graduates

Strategic Initiative III: Performance and Accountability

3. *Goal:* **Support employee learning, growth, wellness, and success**

Objectives:

3.1. Recruit and retain faculty and staff who are committed to student learning and success

3.2. Support employees by providing the necessary information, resources, tools, training, and professional development needed to do their jobs effectively
3.3. Expect and reward competence, performance, excellent customer service, and contributions to the attainment of the institution's mission, goals, and objectives
3.4. Maintain competitive faculty and staff compensation that is comparable to that of our peer institutions
3.5. Improve the health and well-being of employees through health education and activities that support positive lifestyle changes, thereby resulting in improved morale, productivity, and healthcare cost savings

Performance Measure: Student-faculty interaction - CCSSE survey results will
Benchmark: demonstrate student-faculty interaction ratings at or above the national comparison group

Support for learners - CCSSE survey results will demonstrate ratings for learner support at or above the national comparison group

Employee compensation competitiveness
CSI employee salaries will be at the median or above for comparable positions in the Mountain States Community College survey

4. *Goal:* **Commit to continuous improvement and institutional effectiveness**

Objectives:

4.1. Ensure that the College's mission, vision, Core Themes, and Strategic Plan drive decision-making, resource allocation, and everyday operations
4.2. Continually assess and improve the quality, relevancy, efficiency, and effectiveness of our systems, programs, services, and processes
4.3. Implement Lean Higher Education (LHE) principles and practices
4.4. Employ meaningful and effective measures, methodologies, and technologies to accurately and systematically measure and continually improve institutional performance and effectiveness
4.5. Maintain the trust of our constituents through transparency, accountability, and responsible stewardship
4.6. Allocate, manage, and invest resources prudently, effectively, and efficiently
4.7. Aggressively pursue new revenue sources and grant opportunities
4.8. Implement cost-saving strategies while maintaining the quality of programs and services
4.9. Utilize appropriate information technologies that support and enhance teaching and learning, improve the accessibility and quality of services, and increase the effectiveness and efficiency of operations
4.10. Develop and implement facilities, systems, and practices that are environmentally sustainable and demonstrative responsible stewardship of our natural resources

Performance Measure: Alignment
Benchmark: Individual Development Plans (IDP) and Unit Development Plans (UDP) will be aligned with the College's mission, Core Themes, and Strategic Plan

Performance Measure: Outcomes assessment
Benchmark: Every course and program will demonstrate effective use of outcomes assessment strategies to measure student learning outcomes and for continuous improvement

Performance Measure: Lean Higher Education (LHE)
Benchmark: Implement at least two LHE projects per year

Performance Measure: Total yearly dollar amount generated through external grants
Benchmark: Submit a minimum of $2,500,000 yearly in external grant requests with a 33% success rate

Performance Measure: Cost of instruction per academic FTE
Benchmark: Maintain the cost of instruction per academic FTE at or below that of our peer institutions (defined as community colleges in Idaho)

Performance Measure: Cost of instruction per professional-technical FTE
Benchmark: Maintain the cost of instruction per professional-technical FTE at or below that of our peer institutions (defined as community colleges in Idaho)

External Factors

Various external factors outside CSI's control could significantly impact the achievement of the specific goals and objectives outlined in the Strategic Plan:

- Changes in the economic environment
- Changes in national or state priorities
- Significant changes in local, state, or federal funding levels
- Changes in market forces and competitive environment
- Circumstances of and strategies employed by our partners (e.g. K-12, higher education institutions, local industry)
- Supply of and competition for highly qualified faculty and staff
- Legal and regulatory changes
- Changes in technology
- Demographic changes
- Natural disasters, acts of war/terrorism

CSI will make every effort to anticipate and manage change effectively, establish and implement effective risk management policies and practices, and minimize the negative impacts of factors beyond the institution's control.

College of Southern Idaho
PO Box 1238
Twin Falls, ID 83303

www.csi.edu

Appendix:

The mission, vision, Strategic Plan, and budget of the College of Southern Idaho are set and approved by the locally elected CSI Board of Trustees.

The Idaho State Board of Education (SBOE), from time to time, also requests colleges to submit various reports. The Office of the State Board of Education (OSBE) requested that colleges and universities report on the following performance measures during their October 2012 Annual Performance Report presentations to SBOE:

- Remediation (number of first-time freshmen who graduate from and Idaho high school in the previous year requiring remedial education)
- Retention (number of full-time and part-time freshmen returning for a second year or program completion if professional-technical program of less than one year)
- Dual Credit (total credits and number of students)
- Total certificates and degrees conferred (number of undergraduate certificate and degree completions per 100 FTE undergraduate students enrolled)
- Cost per credit hour to deliver education
- Certificate (of at least one year in expected length) and degree completions per $100,000 of education and related spending by institutions (Education & Related spending is defined as the full cost of instruction and student services, plus the portion of institutional support and maintenance assigned to instruction)

Institutional Research (IR) staff will look at these measures and develop working definitions for them during their April meeting. Benchmarks will also be developed, where appropriate and feasible.

College of Western Idaho

Office of Planning and Assessment

Updated April 2013
Board of Trustee Approval April 2013

Strategic Plan 2014 - 2018

MISSION

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

VISION

The College of Western Idaho provides affordable, quality teaching and learning opportunities for all to excel at learning for life

CORE THEMES

Professional technical programs
General education courses/programs
Basic skills courses
Community outreach

CORE VALUES

Acting with integrity
Serving all in an atmosphere of caring
Sustaining our quality of life for future generations
Respecting the dignity of opinions
Innovating for the 21st Century
Leaving a legacy of learning

STATUTORY AUTHORITY

This plan has been developed in accordance with Northwest Commission on Colleges and Universities (NWCCU) and Idaho State Board of Education standards. The statutory authority and the enumerated general powers and duties of the Board of Trustees of a junior (community) college district are established in Sections 33-2101, 33-2103 to 33-2115, Idaho Code.

Mail Stop 1000 P.O. Box 3010 Nampa, Idaho 83653 phone 208.562.3519 fax 208.562.3555 www.cwidaho.cc

STRATEGIC GOALS, OBJECTIVES, MEASURES and BENCHMARKS

Institutional Priority 1: Structure Student Success

The College of Western Idaho will implement a variety of programs to foster students' success in reaching their educational and/or career goals.

Objective 1	**CWI will be actively involved in college readiness efforts that prepare students for success.**
Measures	• Implement a curriculum-driven, mandatory course placement system supported by accurate assessments and course prerequisites so that 80% of students who respond to end-of-course surveys indicate they were adequately prepared to succeed in that course. • Develop a procedure to synchronize all aspects of student financial accounts by improving communication and collaboration, including payment plans; document a decision tree procedure for drop for no pay and non-attendance, collection processes, and debt advising. Establish benchmark. • Develop an annual survey that determines student satisfaction with the financial aid process. Establish benchmark. • Promote and publicize the positive financial and personal benefits of earning a degree or certificate from a community college. • By 2015, develop an instructor survey that measures student placement in the appropriate class. Establish benchmark.

Objective 2	**The CWI community will engage students and provide timely, relevant, and effective support.**
Measures	• 40% of students who have the goal to enter postsecondary or short-term training will complete this goal within one year of enrollment. • 80% of ABE/ESL student responses will report that their basic skills educational experience was satisfactory. • Implement the program review process in 100% of academic programs. • 80% of students respond 'Yes' to the end-of-course evaluation question, "Are you satisfied that the curriculum prepared you for continuation in higher education or employment?", indicating positive retention and persistence. • 100% of admitted new students are offered the opportunity to participate in an Orientation Advising Registration Session (OARS). • The College will experience a year over year increase in internship and employment opportunities for CWI students.

Objective 3	**CWI will proactively cultivate pathways for continued student success beyond CWI by expanding CWI's transfer program and creating a CWI-based Transfer Center.**
Measures	• 60% of students who graduate with an AA or AS transfer to a 4-year college or university within one year. • 80% of CWI general education and PTE degrees have articulated 2+2 and other cooperative agreements with an Idaho college or university for the four-year sequence. • Create a CWI-based Transfer Center by 2017 that will assist students whose goal is to transfer to a 4-year college or university.

Objective 4	**CWI will develop a system of appropriate measures to facilitate participation in the Voluntary Framework of Accountability program sponsored by the American Association of Community Colleges.**
Measures	• Develop tracking mechanisms that align with the "Developmental Education Progress Measures" identified in the Voluntary Framework of Accountability Initiative. • Develop tracking mechanisms that align with the "Two-Year Student Progress Measures" identified in the Voluntary Framework of Accountability Initiative. • Develop tracking mechanisms that align with the "Six-Year Student Outcomes Measures" identified in the Voluntary Framework of Accountability Initiative. • Develop tracking mechanisms that align with the "Career and Technical Education Measures" identified in the Voluntary Framework of Accountability Initiative. • Develop tracking mechanisms that align with the "Non-Credit Course Measures 1, 2 & 3" identified in the Voluntary Framework of Accountability Initiative. • Develop tracking mechanisms that align with the "Adult Basic Education/GED Measures" identified in the Voluntary Framework of Accountability Initiative. • Develop assessment mechanisms that align with the "Student Learning Outcomes Assessments" identified in the Voluntary Framework of Accountability Initiative.

Objective 5	**CWI will develop a system of appropriate measures to facilitate the Idaho State Board of Education Performance Measures.**
Measures	• Remediation: Number of first-time freshmen who graduate from an Idaho high school in the previous year requiring remedial education. Establish Benchmark • Retention: Number of full-time and part-time freshmen returning for a second year, or program completion if professional-technical program of less than one year. Establish Benchmark • Dual Credit: Total credits and number of students. Establish Benchmark • Total certificates and degrees conferred: Number of undergraduate certificate and degree completions per 100 (FTE) undergraduate students enrolled. Establish Benchmark • Cost per credit hour to deliver education. Establish Benchmark • Certificate (of at least one year in expected length) and degree completions per $100,000 of education and related spending by institution (Education & Related spending is defined as the full cost of instruction and student services, plus the portion of instructional support and maintenance assigned to instruction). Establish Benchmark

Institutional Priority 2: Develop Systems to Support Faculty and Staff

The College of Western Idaho will prioritize support for employees, which thereby maximizes student success.

Objective 1	**Develop resource allocation guidelines to effectively deliver programs and services.**
Measures	• Develop staffing model guidelines for each Unit. • Identify top 2-3 training/development needs for each Unit based on HR training needs assessment and performance evaluation results.

Objective 2	**Provide professional development, training and learning opportunities for all employees.**
Measures	• The Center for Teaching and Learning is established by July 1, 2013. • CWI will experience a year over year increase in funding for employee tuition assistance. • Achieve a 50% agree/strongly agree rating on the annual employee survey question, "CWI consistently follows clear processes for orienting and training new employees." • Achieve a 70% agree/strong agree rating on the annual employee survey question, "I have adequate opportunities for training to improve my skills." • Achieve a 71% agree/strongly agree rating on the annual employee survey question, "I have adequate opportunities for professional development."

Objective 3	**Promote a culture to recognize employee excellence.**
Measures	• Programs are developed that recognize our employees. • Achieve an 89% agree/strong agree rating on the annual employee survey question, "The work I do is appreciated by my supervisor." • Achieve a 60% agree/strong agree rating on the annual employee survey question, "CWI consistently follows clear processes for recognizing employee achievements." • Achieve a 34% agree/strong agree rating on the annual employee survey question, "I have adequate opportunities for advancement."

Institutional Priority 3: Implement Practices for Fiscal Stability

The College of Western Idaho will operate within its available resources and implement strategies to increase revenue while improving operating efficiencies.

Objective 1	**CWI operates within an annual balanced budget based on known resources.**
Measures	• 100% of new initiatives and objectives include fiscal implications. • Conduct quarterly and annual business reviews to maintain and document a balanced budget.

Objective 2	**Increase revenue to fund enhanced college operations including infrastructure.**
Measures	• Business Partnerships Workforce Development Division increases their revenue 10% annually to contribute to the long term sustainability of the institution. • Achieve comprehensive evaluation of at least five (5) relevant grant opportunities per year.

Objective 3	**Increase external grant submissions for the Foundation and the College by 10% each year.**
Measures	• Increase external grant submissions for the Foundation and the College by 10% each year.

Objective 4	**Improve operating efficiencies campus wide.**
Measures	• Design and implement a plan to replace various HVAC components at Canyon County Center to decrease energy usage by 20%.

Institutional Priority 4: Connect the College to the Community

The College of Western Idaho will implement a variety of educational and developmental programs to bring the college into the community in meaningful ways to include credit, non-credit, short-term programs, technical certifications and continuing education units (CEU's). CWI is responsive to community economic development needs as well as actively supporting lifelong learning opportunities for personal and cultural enrichment.

Objective 1	**CWI provides educational services and programs in response to local business and industry needs to support economic and personal development.**
Measures	• Student surveys reflect an 80% positive response and satisfaction. • Develop a survey to measure Technical Advisory Committee satisfaction with PTE programs. Establish benchmark.

Objective 2	**CWI ensures the sustainability of its programs and services through community partnerships.**
Measures	• Develop a process to track and measure all in-kind, monetary and program support we receive from the community. Establish benchmark.

Objective 3	**CWI participates in or supports community engagement through educational, cultural and organizational events.**
Measures	• Develop a tracking system to identify the number of events held in conjunction with or in support of our community. Establish benchmark. • Develop a tracking system to identify the number of organizations using college resources and facilities. Establish benchmark.

Objective 4	**CWI participates in a professional expertise exchange through inviting class guest speakers, as well as encouraging CWI staff, faculty and students to participate in communities of interest (professional organizations, local, state, national communities).**
Measures	• Develop a tracking system to identify the number of guest speakers and employee speaking engagements. Establish benchmark.

Objective 5	**Expand CWI's presence within its service area.**
Measures	• CWI will experience an increase in the square footage of classroom space, faculty space and student resource space in Ada County. • CWI will experience an increase in the number of classes available to students in Ada County.

Institutional Priority 5: Ensure the Sustainability of CWI's Infrastructure

CWI will conduct continual evaluations of the College's systemic health, and operational and administrative infrastructure, to determine strength and viability.

Objective 1	**Develop a plan to implement a system of assessments that identifies and evaluates strengths and weaknesses of CWI's systemic health, and the operational and administrative infrastructure. (FY2014)**
Measures	• Create an internal process to evaluate the systemic health of the institution. Establish benchmark. • Create an internal process to evaluate the operational and administrative infrastructure. Establish benchmark. • Create an internal process that insures individual performance standards are do-able and sustainable. Establish benchmark.

Objective 2	**Implement plan that identifies and evaluates the strengths and weaknesses of CWI's systemic health, and operational and administrative infrastructure. (FY2015)**
Measures	• Implement an internal process to evaluate the systemic health of the institution. • Implement an internal process to evaluate the operational and administrative infrastructure. • Implement an internal process to insure individual performance standards are doable and sustainable.

Objective 3	**Identify and appropriately address weaknesses of CWI's systemic health, and operational and administrative infrastructure. (FY2016)**
Measures	• Develop action plans to respond to identified weaknesses of CWI's systemic health and operational and administrative infrastructure. • Develop action plans to respond to resource needs not met but needed/ required/planned for.

EXTERNAL FACTORS

A major key external factor that may impact our ability to fulfill our mission and goals is the inability to confidently predict future growth. Because CWI is only three complete cohorts into its existence, and combined with the tremendous growth in enrollment year over year, it is difficult to predict our revenue and student impact. Another challenge is our addition of a fifth priority, which is intended to analyze our stability and sustainability. This will be a challenge, as well as our participation in the Voluntary Framework for Accountability program, as directed by our Board of Trustees.

For Additional Information Regarding The

College Of Western Idaho

2014-2018 Strategic Plan

Contact:

Jennifer Blurton

CWI Planning and Assessment Office

208.562.3505

jenniferblurton@cwidaho.cc

North Idaho College

North Idaho College Strategic Plan

SP Version 2013

2012 – 2016

Mission
North Idaho College meets the diverse educational needs of students, employers, and the northern Idaho communities it serves through a commitment to student success, educational excellence, community engagement, and lifelong learning.

Vision
As a comprehensive community college, North Idaho College strives to provide accessible, affordable, quality learning opportunities. North Idaho College endeavors to be an innovative, flexible leader recognized as a center of educational, cultural, economic, and civic activities by the communities it serves.

Accreditation Core Themes
The college mission is reflected in its three accreditation core themes:

Student Success: Provide access to an education environment that helps students attain their education goals.
Educational Excellence: Enhance quality educational opportunities that promote student success, teaching excellence, and lifelong learning.
Community Engagement: Enhance the quality of life for our students and communities.

Key External Factors
- Changes in the economic environment
- Changes in local, state, or federal funding levels
- Changes in local, state, or national educational priorities
- Changes in education market (competitive environment)

Values
North Idaho College is dedicated to these core values which guide its decisions and actions.

Theme/Goal 1 – Student Success: A vibrant, lifelong learning environment that engages students as partners in achieving educational goals to enhance their quality of life

Objectives
1) Provide innovative, progressive, and student-centered programs and services.
2) Engage and empower students to take personal responsibility and to actively participate in their educational experience.
3) Promote programs and services to enhance access and successful student transitions.

Performance Measures
- Percent of first-time, full-time degree seeking students that completed or transferred in three years [1, 3]
  Benchmark: 50%
- Fall to spring persistence rates of students enrolled in CSC-013 (reading)
  Benchmark: 80%

- Fall to spring persistence rates of students enrolled in MATH-015
  Benchmark: 80%
- Associate's degrees/certificates awarded per fall FTE [1, 2]
  Benchmark: 25%
- Number of NIC ABE and NIC GED students who enroll at NIC as postsecondary students [1]
  Benchmark: Increase the number of NIC ABE and NIC GED students who enroll at NIC as postsecondary students by 10% each fiscal year
- Number of Tech Prep students who enroll at NIC in Professional Technical programs
  Benchmark: Increase by 10% annually. Recruiting plan put into place.
- Exit interviews of students who enroll and then drop out
  Benchmark: At least 50% of students who enroll and then drop out interviewed
- Program reviews within Student Services units
  Benchmark: At least 50% of Student Services units reviewed
- Total number of employers (out of total respondents) who indicate satisfaction with overall preparation of completers [3]
  Benchmark: 80% of the employers
- Career Program Completers, percent employed in related field [1,3]
  Benchmark: 75% employed
- Fall to Spring Persistence Rate, credit students [3]
  Benchmark: Maintain current levels
- First-time, full-time, student retention rates [1,2]
  Benchmark: 63%
- First-time, part-time, student retention rates [1,2]
  Benchmark: 45%

Theme/Goal 2 - Educational Excellence: High academic standards, passionate and skillful instruction, professional development, and innovative programming while continuously improving all services and outcomes

<u>Objectives</u>

1) Evaluate, create and adapt programs that respond to the educational and training needs of the region.
2) Engage students in critical and creative thinking through disciplinary and interdisciplinary teaching and learning.
3) Strengthen institutional effectiveness, teaching excellence and student learning through challenging and relevant course content, and continuous assessment and improvement.
4) Recognize and expand faculty and staff scholarship through professional development.

<u>Performance Measures</u>

- Percent of Career Program completers pursuing additional education [3]
  Benchmark: 25%
- Student Learning Outcomes Assessment goals
  Benchmark: 80% percent or more of annual assessment goals are consistently met over 3-year plan
- Percentage of training and community education course evaluations that score a 4 or higher out of the total number of evaluations
  Benchmark: 85% of the total number score 4 or higher
- Full-time to Part-time faculty ratio
  Benchmark: 1.3 to 1.0 ratio

- NIC is responsive to faculty and staff professional development needs
  Benchmark: Maintain or increase funding levels available for professional development
- Licensure pass rates at or above national pass rates
  Benchmark: Maintain current pass rates
- Dual Credit students who enroll at NIC as degree-seeking postsecondary students [1]
  Benchmark: Increase by 5%
- Overall employee satisfaction with internal communications on the Employee Opinion Survey
  Benchmark: 70%
- Programs reviewed over the next five years will implement annual reporting
  Benchmark: Twenty percent of total programs per year over five years until fully implemented
- Rates of participation in the NIC Wellness program
  Benchmark: 75% of benefits-eligible employees participate

Theme/Goal 3 - Community Engagement: Collaborative partnerships with businesses, organizations, community members, and educational institutions to identify and address changing educational needs

<u>Objectives</u>

1) Advance and nurture relationships throughout our service region to enhance the lives of the citizens and students we serve.
2) Demonstrate commitment to the economic/business development of the region.
3) Promote North Idaho College in the communities we serve.
4) Enhance community access to college facilities.

<u>Performance Measures</u>

- Annual score on community engagement rubrics
  Benchmark: 70% of total points for engagement activities are met or exceeded annually
- Distance Learning proportion of credit hours [1,3]
  Benchmark: Increase by 5% annually
- Number of community events on campus or other NIC facilities
  Benchmark: Increase the amount of community events held on campus from the previous year
- Dual Credit annual credit hours in the high schools [1]
  Benchmark: Increase by 5%
- Dual Credit annual credit hours taught via distance delivery [1]
  Benchmark: Increase by 5%
- Market Penetration (Credit Students): Unduplicated headcount of credit students as a percentage of NIC's total service area population [1,3]
  Benchmark: 3.60%
- Market Penetration (Non-Credit Students): Unduplicated headcount of non-credit students as a percentage of NIC's total service area population [1,3]
  Benchmark: 3%
- Number of course offerings at the NIC Outreach Centers and other off-campus sites
  Benchmark: Maintain current level

Theme/Goal 4 – Diversity: A learning environment that celebrates the uniqueness of all individuals and encourages cultural competency

Objectives
1) Foster a culture of inclusion.
2) Promote a safe and respectful environment.
3) Develop culturally competent faculty, staff and students.

Performance Measures
- Number of student clubs
  Benchmark: Increase number of student clubs to 25
- Variety of locations/methods used by Human Resources office to advertise open positions
  Benchmark: Maintain current level
- Goals set by Diversity Steering Committee
  Benchmark: 100% of goals met

Theme/Goal 5 – Stewardship: Economic and environmental sustainability through leadership, awareness, and responsiveness to changing community resources

Objectives
1) Exhibit trustworthy stewardship of resources.
2) Demonstrate commitment to an inclusive and integrated planning environment.
3) Explore, adopt, and promote initiatives that help sustain the environment.

Performance Measures
- Dollars secured through the Development Department via private donations and grants
  Benchmark: $2,000,000
- College-wide replacement schedule for personal computers
  Benchmark: 100% of the computers are replaced within the 42 month window
- Integrated planning across processes such as accreditation, strategic planning, and performance measurement reporting
  Benchmark: 85% of the processes are closely integrated
- Energy rebates generated and energy consumption reduced
  Benchmark: Continue to explore opportunities for further reducing energy costs
- Tuition and Fees per Credit Hour for full-time, in-district students [3]
  Benchmark: Maintain current levels

[1] NIC's work on the Complete College Idaho (CCI) plan will aid in further defining the benchmark
[2] Integrated Postsecondary Education Data System (IPEDS) definitions used
[3] National Community College Benchmarking Project (NCCBP) definitions used

University of Idaho

AGRICULTURAL RESEARCH & EXTENSION SERVICE

STRATEGIC PLAN

2014-2018

COLLEGE OF AGRICULTURAL AND LIFE SCIENCES
Agricultural Research and Extension Service
Strategic Plan
2014-2018

MISSION STATEMENT

The College of Agricultural and Life Sciences (CALS) honors the intent and purpose of the original land-grant mission by serving the people of Idaho and our nation:

1) by preparing individuals through education and life-long learning to become leaders and contributing members of society,
2) through the discovery, application, and dissemination of science-based knowledge,
3) through identification of critical needs and development of creative solutions,
4) by fostering the health and well-being of individuals, communities and society,
5) by supporting a vibrant economy, benefiting the individual, families and society as a whole.

VALUES STATEMENT

The College of Agricultural and Life Sciences values:

1) excellence in innovative discovery, instruction and outreach,
2) open communication,
3) individual and institutional accountability,
4) integrity and ethical conduct,
5) accomplishment through collegial teamwork and partnership,
6) responsiveness and flexibility,
7) individual and institutional health, success and productivity.

VISION STATEMENT

We are committed to being Idaho's recognized leader and innovator in agricultural and life sciences, respected regionally, nationally and internationally through focused areas of excellence in teaching, research and extension, serving as a critical knowledge bridge to society.

The College of Agricultural and Life Science's mission is to support economic growth and enhance the quality of life for the people of Idaho by:

* preparing students to be innovative leaders in a global society,
* helping people improve their lives through research-based education and leadership development focused on issues and needs, and
* providing new knowledge to support agriculture and enhance the understanding of natural and human resources.

Goals

Teaching and Learning: Engage students in a transformational experience of discovery, understanding, and global citizenship.

Objective:

1. Attract and retain the appropriate number of diverse, high quality undergraduate and graduate students.
Performance Measure: The number and diversity of students enrolled in College of Agricultural and Life Sciences' academic programs.
Benchmark: A significant yearly increase in overall enrollment and diversity of enrollment.

2. Use innovative curricula and technology to develop skills for life-long learning and produce globally engaged graduates.
Performance Measure: A broad audience of learners will acquire knowledge and skills appropriate to global awareness through means of cutting-edge technology.
Benchmark: Number of new courses developed and delivered to both traditional and non-traditional learners via non-traditional means.

3. Assess learning outcomes to demonstrate effectiveness and improve our programs.
Performance Measure: Develop and implement methods to independently evaluate and improve student learning using student and stakeholder feedback.
Benchmark: Implementation of evaluation method and documentation of result.

Scholarly and Creative Activity: Promote excellence in scholarship and creative activity to enhance life today and prepare us for tomorrow.

Objectives:

1. Strengthen all scholarly and creative activities consistent with the University's strategic missions and CALS/ARES signature areas.
Performance Measure: Increased level of grants submitted and awarded for scientific discovery and application/integration.
Benchmark: Number of refereed publications, grants awarded, graduate degrees awarded, and licenses and patents.

2. Provide undergraduates with opportunities to participate in scholarly and creative activities.
Performance Measure: Increase in the number of students that participate in a variety of learning experiences that produce a scholarly product or notable impact to their overall UI education.

Benchmark: Number of undergraduate students participating in scholarly and creative activities in laboratory and field settings.

3. Address the needs of stakeholders by conducting research with regional, national and international impact and recognition.
   Performance Measure: Development of nationally recognized research programs that meet the identified needs of stakeholders/clientele.
   Benchmark: Number of scholarly products and programs delivered that provide solutions to identified stakeholder needs (e.g., plant varieties, financial and nutritional curricula to improve the lives of Idaho citizens, innovative management practices developed to meet citizen's needs).

4. Improve the infrastructure, facilities and program support on campus and at the research and extension centers through a portfolio of funding sources, including federal, state, local, and private funding.
   Performance Measures: Number of proposals submitted and grants awarded, amount of indirect cost recovery, the number and size of endowments received, and private/federal/state partnerships developed.
   Benchmark: Short and long-term investment that improves the infrastructure, facilities and program support for on-campus and off-campus research and extension centers.

5. Enable faculty, student, and staff engagement in interdisciplinary scholarship and creative activity.
   Performance Measures: Number of interdisciplinary grants submitted and awarded, number of collaborations formed with private enterprise, and success of fundraising around interdisciplinary topics.
   Benchmark: Facilitation of interdisciplinary research that promotes the mission of CALS among the disciplines within CALS, between CALS and other colleges within the University of Idaho, between CALS and other institutions, and collaborations with private enterprises.

Outreach and Engagement: Engage with the public, private and non-profit sectors through mutually beneficial partnerships that enhance teaching, learning, discovery, and creativity.

1. Provide research-based education that anticipates and responds to high priority stakeholder needs.
   Performance Measure: Number of stakeholders engaged in a variety of experiential and traditional learning opportunities that meet their educational and informational needs (personal, financial and employment).
   Benchmark: Increased number of Idaho stakeholders engaged in learning opportunities to meet their personal, financial and employment needs.

2. Address the needs of Idaho's changing population including underserved audiences.
   Performance Measure: Development of programs that address the changing demographic and population needs of Idaho citizens.
   Benchmark: Number of programs designed to meet dynamic demographic needs of Idaho's changing population.

3. Maintain a strong statewide presence by strategically locating personnel and resources.
   Performance Measure: Continue to locate personnel and allocate resources in alignment with the 2012 CALS/ARES strategic plan.
   Benchmark: Alignment of personnel and resources with priorities identified by stakeholders and clientele.

4. Engage students in addressing community based needs through collaboration among the Office of Community Partnerships, CALS academic faculty, and Extension.
   Performance Measure: Development of creative and innovative opportunities for students to engage in community-based learning experiences of mutual benefit.
   Benchmark: Methods and protocols for engaging University of Idaho students in community based, experiential learning opportunities will be developed by Spring 2013.

5. Obtain external funding and resources to develop new or strengthen existing partnerships with public and private organizations.
   Performance measure: Strengthen and increase public and private partnerships in priority areas.
   Benchmark: Grants awarded and resources available to support outreach and engagement work with partners.

Organization, Culture and Climate: Create and sustain an energized community that is adaptable, dynamic, and vital to enable the CALS/ARES to advance strategically and function efficiently.

1. Attract and retain highly qualified, diverse faculty, staff and students.
   Performance Measure: Advertise for open positions in areas where we will attract a diverse faculty and staff.
   Benchmark: Increased level of diversity within the ranks of College of Agricultural and Life Sciences faculty, staff and administration.

2. Demonstrate fairness in expectation, evaluation and compensation.
   Performance Measure: Clearly articulated performance guidelines for faculty and staff.
   Benchmark: Continued documentation of articulated expectations of performance based on rank and position descriptions.

3. Create and support an atmosphere of loyalty, trust, collegiality and inclusiveness.
Performance Measure: Quality of the work environment within CALS/ARES will be assessed using a college-wide survey by Fall 2012.
Benchmark: Survey developed baseline data against which quality of the work environment will be periodically evaluated.

External Factors:

Loss of essential personnel: Due to comparisons of salary and benefits with peer institutions our ability to hire and retain highly qualified individuals within the Agricultural Research and Extension Service is markedly limited.

Cultivation of Partnerships: Much time and effort has been spent and will continue to be spent cultivating partnerships to maintain the agricultural research and extension system. Although to date these efforts have been successful, it should be noted that these efforts are very time consuming and take many months to reach agreement and produce revenue streams to help maintain this system and meet our land grant mission.

Statewide Infrastructure Needs: Our ability to fund infrastructure maintenance and improvements to maintain our research intensive facilities is severely limited. This clearly impacts our ability to obtain external grant funding and develop collaborative partnerships with state, federal, and private entities and other institutions.

University of Idaho Forest Utilization Research and Outreach (FUR)

STRATEGIC PLAN

2014-2018

Forest Utilization Research and Outreach (FUR)

MISSION

The Forest Utilization Research and Outreach (FUR) program is located in the College of Natural Resources at The University of Idaho. It's purpose is to increase the productivity of Idaho's forest and range lands by developing, analyzing, and demonstrating methods to improve land management and related problem situations such as post-wildfire rehabilitation using state-of-the-art forest and rangeland regeneration and restoration techniques. Other focal areas include sustainable forest harvesting and livestock grazing practices, including air and water quality protection, as well as improved nursery management practices, increased wood use, and enhanced wood utilization technologies for bioenergy and bioproducts. In addition the Policy Analysis Group follows a legislative mandate to provide unbiased factual and timely information on natural resources issues facing Idaho's decision makers. Through collaboration and consultation FUR programs promote the application of science and technology to support sustainable lifestyles and civic infrastructures of Idaho's communities in an increasingly interdependent and competitive global setting.

OUTCOME-BASED VISION STATEMENT

The scholarly, creative, and educational activities related to and supported by Forest Utilization Research and Outreach (FUR) programs will lead to improved capabilities in Idaho's workforce to address critical natural resource issues by producing and applying new knowledge and developing leaders for land management organizations concerned with sustainable forest and rangeland management, including fire science and management, and a full range of forest and rangeland ecosystem services and products. This work will be shaped by a passion to integrate scientific knowledge with natural resource management practices. All FUR programs will promote collaborative learning partnerships across organizational boundaries such as governments and private sector enterprises, as well as landowner and non-governmental organizations with interests in sustainable forest and rangeland management. In addition, FUR programs will catalyze entrepreneurial innovation that will enhance stewardship of Idaho's forest and rangelands, natural resources, and environmental quality.

GOALS & OBJECTIVES

Goal 1: Scholarship and Creativity

Achieve excellence in scholarship and creative activity through an institutional culture that values and promotes strong academic areas and interdisciplinary collaboration among them.

Objective A: Promote an environment that increases faculty, student, and constituency engagement in disciplinary and interdisciplinary scholarship.

Strategies:

1. Upgrade and development of university human resource competencies (faculty, staff and students) to strengthen disciplinary and interdisciplinary scholarship that advances the college's strategic themes and land-grant mission directly linked to FUR.

2. Establish, renew, remodel, and reallocate facilities to encourage funded collaborative disciplinary and interdisciplinary inquiry in alignment with FUR programs in forest and nursery management as well as the Rangeland Center and Policy Analysis Group.

Performance Measures:

- Number of CNR faculty, staff, students and constituency groups involved in FUR related scholarship or capacity building activities.
- Non-FUR funding leveraged by FUR funded indoor and outdoor laboratories, field facilities, and teaching, research and outreach programs.

Benchmarks:
Numbers of CNR faculty, staff, students and constituency groups set as of 2010 level with an ongoing objective for them to stay the same or increase based on the investment level in this aspect of FUR programming

Start with a 3:1 return on investment ratio meaning every one dollar of FUR state funding leverages at least three non-FUR funded dollars from other sources

Objective B: Emphasize scholarly and creative outputs that reflect our research-extensive and land-grant missions, the university and college's strategic themes, and stakeholder needs, especially when they directly support our academic programming in natural resources.

Strategies:

1. Enhance scholarly modes of discovery, application and integration that address issues of importance to the citizens of Idaho that improve forest and rangeland productivity, regeneration, and rehabilitation, including nursery management practices, fire science and management, and a full range of ecosystem services and products, including environmental quality.

2. Create new products, technologies, protocols and processes useful to private sector natural resource businesses — such as timber harvesting and processing, regeneration and rehabilitation firms, working livestock ranches, as well as governmental and non-governmental enterprises and operating units.

3. Conduct research and do unbiased policy analyses to aid decision-makers and citizens understanding of natural resource and land use policy issues.

Performance Measure:

- An accounting of products (i.e., seedlings produced, research reports, refereed journal articles) and services (i.e., protocols for new species shared with stakeholders, policy education programs and materials provided, accessible data bases) created and delivered including an identification of those which are recognized and given credibility by external reviewers through licensing, patenting, publishing in refereed journals, etc.
- Number of external stakeholders (non-university entities) that request information and/or consultancies on FUR funded protocols for technologies or knowledge related to programs such as regeneration of native plants and seedlings, fire science, timber harvesting, wood residue utilization, livestock grazing, forest and rangeland restoration, etc.

Benchmark:
Numbers and types of products and services delivered and stakeholders serviced as of 2010-2012 average levels with an ongoing objective for benchmarks to stay the same or increase based on investment levels in this aspect of FUR programming during the defined period.

Goal 2: Outreach and Engagement

Engage with the public, private and non-profit sectors through mutually beneficial partnerships that enhance teaching, learning, discovery, and creativity.

Objective A: Build upon, strengthen, and connect the College of Natural Resources with other parts of the University to engage in mutually beneficial partnerships with stakeholders to address areas targeted in FUR.

Strategies:

1. Enhance the capacity of the College of Natural Resources to engage with communities by involving faculty and students in programs relevant to local and regional issues associated with forest and rangeland management and the maintenance of environmental quality.

2. Engage with communities, governmental and non-governmental organizations through flexible partnerships that share resources and respond to local needs and expectations.

3. Foster key industry and business relationships that benefit entrepreneurship and social and economic development through innovation and technology transfer that will increase the productivity of Idaho's forests and rangelands while enhancing air and water quality.

Performance Measure:
Document cases:
- Communities served and resulting documentable impact;
- Governmental agencies served and resulting documentable impact;
- Non-governmental agencies and resulting documentable impact;
- Private businesses and resulting documentable impact; and
- Private landowners and resulting documentable impact.

Benchmark:
Meeting target numbers for audiences identified above as well as developing and experimenting with a scale for measuring documentable impact.

Goal 3: Teaching and Learning

Engage students in a transformational experience of discovery, understanding, and global citizenship.

Objective A: Develop effective integrative learning activities to engage and expand student minds.

Strategies:

1. Provide undergraduate, graduate and professional students with education and research opportunities in nursery management, wood utilization technologies including bioenergy and bioproducts, forest and rangeland regeneration and restoration, fire science and management, and ecosystem services and products.
2. Integrate educational experiences into ongoing FUR and non-FUR research programs at CNR outdoor laboratories, including the University of Idaho Experimental Forest, the Forest Nursery complex, and McCall campus.
3. Engage alumni and stakeholders as partners in research, learning, and outreach.

Performance Measures:
- Number and diversity (as measured by variety of academic programs impacted) of courses which use full or partially FUR funded projects, facilities or equipment to educate, undergraduate, graduate and professional students.
- Number of hits on PAG and other FUR related web-sites, and where feasible number of documents or other products downloaded by stakeholders.

Benchmark:

Meeting or being above target numbers for the audiences and programming proposed above as per investment in a given funding cycle.

KEY EXTERNAL FACTORS

The key external factors likely to affect the ability of FUR programs to fulfill the mission and goals are as follows: (1) the availability of funding from external sources to leverage state-provided FUR funding; (2) changes in human resources due to retirements or employees relocating due to better employment opportunities; (3) continued uncertainty relative to global, national and regional economic conditions; (4) uncertainty associated with the State of Idaho's commitment to retaining high quality programs associated with the mission of the nation's land grant universities; and (5) changing demand for the state and region's ecosystem services and products.

Idaho Geological Survey (IGS)

STRATEGIC PLAN

FY 2014 - FY 2018

IDAHO GEOLOGICAL SURVEY

VISION

The Idaho Geological Survey's vision is to provide the state with the best geologic information possible through strong and competitive applied research, effective program accomplishments, and transparent access. We are committed to the advancement of the science and emphasize the practical application of geology to benefit society. We seek to accomplish our responsibilities through *service and outreach, research, and education* activities.

MISSION

The Idaho Geological Survey is designated the lead state agency for the collection, interpretation, and dissemination of geologic and mineral data for Idaho. The agency has served the state since 1919 and prior to 1984 was named the Idaho Bureau of Mines and Geology.

Idaho Geological Survey staff acquires geologic information through field and laboratory investigations and through grants and cooperative programs with other governmental and private agencies. The Idaho Geological Survey's geologic mapping program is the primary applied research function of the agency. The Survey's Digital Mapping Laboratory is central to compiling, producing, and delivering new digital geologic maps. These products constitute the current knowledge of Idaho geology and are critical to all geoscience applications and related issues. Other main Idaho Geological Survey programs include geologic hazards, hydrology, energy resources, mining, mine safety training, abandoned and inactive mines inventory, and earth science education outreach. As Idaho grows and new technology develops, demand is increasing for new geologic knowledge information related to resource management, energy- mineral- and water-resource development, landslides and earthquake hazards.

AUTHORITY AND SCOPE

Idaho Code provides for the creation, purpose, duties, reporting, offices, and advisory board of the Idaho Geological Survey. The Code specifies the authority to conduct investigations and establish cooperative projects and seek research funding. The Idaho Geological Survey publishes an Annual Report as required by its enabling act.

GOAL 1: OUTREACH AND ENGAGEMENT (SERVICE)

Context: *Achieve excellence in collecting and disseminating geologic information and mineral data to the mining, energy, agriculture, utility, construction, insurance, and financial sectors, educational institutions, civic and professional organizations, elected officials, governmental agencies, and the public. Continue to strive for increased efficiency and access to Survey information primarily through publications, Web site products, in-house collections and customer inquiries. Emphasize Web site delivery of digital products and compliance with state documents requirements (Idaho Code 33-*

205). Maintain concentrated effort to collect and preserve Idaho's valuable geologic data at risk.

Objective A: Produce and effectively deliver relevant geologic information to meet societal priorities and requirements

Performance Measure:

- Number of published reports on geology/hydrology/geologic hazards/mineral and energy resources.
  Benchmark: The number of IGS published reports TBD based on preceding years and staffing.

Objective B: Build and deliver Web site products and develop user apps and search engines

Performance Measure:

- Number of IGS web site viewers and products used/downloads.
  Benchmark: The number of website products TBD based on preceding years and staffing.

Objective C: Maintain compliance of Idaho State Library Documents Depository Program and Georef Catalog (International)

Performance Measure:

- Percentage of total survey documents available
  Benchmark: 100%

GOAL 2: SCHOLARLY AND CREATIVE ACTIVITY (RESEARCH)

Context: *Advance the knowledge and practical application of geology and earth science in Idaho. Promote, foster, and sustain a climate for research excellence. Develop existing competitive strengths in geological expertise. Maintain national level recognition and research competitiveness in digital geological mapping techniques in compliance with required state and federal GIS standards. Sustain and build a strong research program through interdisciplinary collaboration with academic institutions, regional coalitions, and state and federal resource management agencies. Pursue opportunities for public and private research partnerships.*

Objective A: Sustain and enhance geological mapping and related studies

Performance Measure:

- Increase the area of modern digital geologic map coverage for Idaho by mapping in priority areas designated by the Idaho Geological Mapping Advisory Committee (IGMAC).
  Benchmark: A sustained increase in cumulative percent of Idaho's area covered by modern geologic mapping.

<u>Objective B:</u> Sustain and build research funding

Performance Measure:

- Externally funded grant and contract dollars
  Benchmark: The number of externally funded grants and amount of contract dollars compared to a five year average.

GOAL 3: TEACHING AND LEARNING (EDUCATION)

Context: *Educate clients and stakeholders in the use of earth science information for society benefit. Support knowledge and understanding of Idaho's geologic setting and resources through earth science education. Achieve excellence in scholarly and creative activities through collaboration and building partnerships that enhance teaching, discovery, and lifelong learning.*

<u>Objective A:</u> Develop and deliver earth science education programs and public presentations

Performance Measure:

- Educational programs for public audiences

  Benchmark: The number of educational reports and presentations TBD based on previous years and staffing.

GOAL 4: COMMUNITY AND CULTURE (SERVICE)

Context: *We are committed to a culture of service to Idaho. We value the diversity of Idaho's geologic resources and diversity of community uses. We strive to partner with communities and stakeholders to increase the intellectual capacity to resolve resource challenges facing Idaho and consumers of our state resources.*

<u>Objective A:</u> Develop and deliver products serving all sectors of users.

Performance Measure and Benchmark: (included in deliverables listed in Goal 1)

<u>KEY EXTERNAL FACTORS:</u>

Funding:

Achievement of strategic goals and objectives is dependent on appropriate state funding and staffing levels. External research support is largely subject to federal program funding and increasing state competition for federal programs. Partnerships *with state agencies and private sector sponsors are expanding. Many external programs require a state match and are dependent on state funding level.*

Demand for services and products:

Changes in demand for geologic information due to energy and minerals economics play an important role in achievement of strategic goals and objectives. State population growth and requirements for geologic information by public decision makers and land managers are also key external factors.

University of Idaho

Idaho (Washington-Idaho-Utah, W-I-U) Veterinary Medical Education Program/ Caine Veterinary Teaching Center

STRATEGIC PLAN

2014 - 2018

Idaho (Washington-Idaho-Utah, W-I-U) Veterinary Medical Education Program/ Caine Veterinary Teaching Center

STRATEGIC PLAN 2014-2018

VISION STATEMENT:

Improved health and productivity of Idaho's food-producing livestock

MISSION STATEMENT:

Transfer science-based medical information and technology concerning animal well-being, zoonotic diseases, food safety, and related environmental issues – through education, research, public service, and outreach – to veterinary students, veterinarians, animal owners, and the public, thereby effecting positive change in the livelihood of the people of Idaho and the region.

Authority and Scope:

The original Tri-State Veterinary Education Program (WOI Regional Program – Washington State University, Oregon State University, and University of Idaho) was authorized in 1973 by the Idaho Legislature. The first Idaho-resident students were enrolled in the program in 1974. In September 1977, the Caine Veterinary Teaching Center (CVTC) at Caldwell, an off-campus unit of the University of Idaho's Veterinary Science Department, was opened as a part of Idaho's contribution to the WOI Regional Program in Veterinary Medicine. Oregon withdrew from the cooperative program in 2005. In 2012, Washington State University and Utah State University announced a new educational partnership, and the program is now entitled the Washington-Idaho-Utah (W-I-U) Regional Program in Veterinary Medicine.

The CVTC serves as a food animal referral hospital/teaching center where senior veterinary students from Washington State University/College of Veterinary Medicine (WSU/CVM) participate in elective rotations that focus on food animal production medicine.

The W-I-U Program allows Idaho resident students access to a veterinary medical education through a cooperative agreement with WSU, whereby students are excused from paying out-of-state tuition, and has changed since its inception. The program now provides access for 11 Idaho-resident students per year (funding for 44 students annually). The CVTC program is administered through the Department of Animal and Veterinary Science (AVS), in UI's College of Agricultural and Life Sciences (CALS).

The W-I-U Program is accredited by the American Veterinary Medical Association (AVMA). Faculty members are specialized in virology, bacteriology, pharmacology, epidemiology, medicine, and surgery, and hold joint appointments between the UI College of Agricultural and Life Sciences in the AVS Department (scholarly activities/research/service) and W-I-U Regional Program in Veterinary Medicine (education/service/outreach/engagement).

The service and diagnostic components of the CVTC are integral to the food animal production medicine teaching program, offering clinical and laboratory diagnostic assistance for individual animal care or disease outbreak investigation for veterinarians and livestock producers in Idaho. Live animals referred by practicing veterinarians are used as hospital teaching cases for students when on rotation at that time. Students have access to select, in-house laboratories to process samples they collect and analyze the results. Practicing veterinarians throughout the state who need diagnostic help with disease problems also send samples directly to the laboratories at the CVTC for analyses .Diagnostic services and assistance are also provided to Idaho State Department of Agriculture and to the Idaho Department of Fish and Game. When additional services are required or requested by practitioners, personnel at CVTC receive, process, and ship samples to other diagnostic laboratories.

The establishment of the original "WOI Program" motivated the development of a cooperative graduate program with WSU, allowing cross-listing of the WSU Veterinary Science graduate courses. Thus, UI students are able to enroll for graduate coursework, through the University of Idaho, leading to the Master's degree from the UI and/or to the PhD degree from WSU. The cooperative graduate program has enhanced research cooperation between WSU and UI faculty members.

Supervision and leadership for programs, operations, the faculty and staff at the CVTC are the responsibility the Director, Dr. Gordon W. Brumbaugh; and, administrative responsibility is with the Interim Head of the AVS Department, Dr. Mark McGuire, and Interim Dean of CALS, Dr. John Foltz.

Education:

Faculty members who are teaching-oriented and have clinical problem-solving skills provide 1- to 4-week blocks of time designed for individual student needs. Opportunities target general food animal medicine, dairy production medicine, cow/calf management, feedlot medicine, sheep/lambing management, small ruminant clinical medicine, and special topics.

Activities are selected that allow the student to develop and gain confidence in technical skills as well as professional critical thinking and management of information. Disease agents, fluid therapy, appropriate drug use, nutrition, diagnostic sampling, and necropsy are examples of skills emphasized during individual animal medicine instruction. Production animal medicine stresses recordkeeping and interpretation, investigational skills, animal well-being, and stress reduction for beef or dairy cattle and for small ruminants (primarily sheep and goats).

One faculty member of the W-I-U Program stationed at Moscow, ID serves as an advisor for pre-veterinary students, teaches undergraduate veterinary science courses, and teaches in the second- and third-year instructional programs of the WSU-CVM at Pullman, WA. In 2013, the Dawn and Wes Downs Pre-Veterinary Intern Endowed Scholarship will be initiated and provides opportunities specifically for the AVS Department undergraduate pre-veterinary program. That scholarship supports participation of one student in an experiential learning opportunity at the CVTC. The Northwest Bovine Veterinary Experience Program (NW-BVEP) –started in 2007 for a limited number of first- and second-year WSU/CVM veterinary students– is a 6-week summer dairy/beef veterinary experiential learning program. Broadening recognition of the program, successful career development provided, and the growing support (tangible and intangible) are all indicators that the NW-BVEP should be continued.

The CVTC and AVS faculty are involved in state-wide producer educational programs using the CVTC facilities when appropriate to offer continuing education programs for veterinarians and livestock producers.

Scholarly Activities/Research/Service:

Nationally- and internationally- acclaimed research has been conducted at the CVTC and includes subjects of cryptosporidiosis, anaplasmosis, neonatal calf diseases, fluid therapy, reproductive diseases of cattle and sheep, genetic control of ovine foot rot, EID (electronic identification) of beef cattle, Johne's disease in cattle, sheep and goats, and scrapie in sheep. Collaboration with the Idaho Department of Fish & Game regarding wildlife/domestic disease interaction has resulted in elucidation of respiratory organisms causing death in bighorn sheep. Research in many of those areas developed out of past experiences involving teaching/clinical or diagnostic services/outreach. Those activities serve as a source for continuing investigational activities. Funding to conduct research is derived from a variety of sources and results have been published in numerous scientific papers. The research is dedicated primarily to that relevant to regional disease problems.

Service/Outreach/Engagement/Extension*:*

Faculty members of the CVTC have responsibility for outreach activities, although none of them have official Extension appointments. Their routine activities such as daily/regular interaction and consultation with livestock producers, commodity groups, veterinarians, UI Extension specialists, and others regarding a variety of topics including production medicine, disease control or prevention, and reproductive problems are all service-oriented. Those activities are major contributors to "hours of operation" of the CVTC and can include receiving, processing, and/or shipping of samples for diagnostic services requested by practicing veterinarians. Several faculty members contribute material on a regular basis to lay publications and industry newsletters, and many are active in state and national professional associations. Faculty and staff members organize on-site tours for individual students, groups, or organizations as well as area residents who are interested in our activities, give presentations at county and state fairs, and participate in “Career Day” or “Job Fair” events at area high schools.

Selective diagnostic services, disease investigations, and clinical studies have significantly benefited many producers through the control of a number of economically devastating diseases. That form of assistance is provided on a fee-for-service basis and in conjunction with the veterinary teaching program. The veterinary pathology discipline was significantly diminished in 2005 when the second of two board-certified veterinary pathologists at the CVTC retired and was not replaced.

Education

Goal 1.Quality

Objective: Continue to provide and improve the highly-rated and effective experiential clinical teaching program.

Action Items:

- Hire two faculty members (current vacancies) to restore optimal opportunities to comply with the strategic plan.
- Seek teaching opportunities utilizing food- animal production facilities that allow students hands-on experience (i.e. calving, lambing, kidding, milk sampling, surgery, etc.).
- Utilize expertise of specialists in AVS and other departments of CALS to further expose students to unique learning experiences.
- Incorporate local veterinary practitioners and agency specialists as part of the interdisciplinary instructional team.
- Expand partnerships with industry, state and local government agencies, and private foundations to encourage the funding of unique learning opportunities such as internships, preceptorships, and residencies.
- Enhance educational opportunities utilizing technologies to access interstate/international colleagues.

Performance Measures:

- No vacant faculty positions

- Number of students in senior blocks
- Student evaluations of the learning experience
- Number of hours spent by students on producers' properties gaining hands-on experience
- Number of guest lecturers per block
- Number of student contact hours with outside veterinarians

Benchmark:

- Students enrolled in at least 80% of the scheduled blocks
- At least 30% of the WSU/CVM senior students select one or more rotations through the CVTC
- Average at least 12 hours of direct hands-on experience on clients' farms per 2-week block, per student
- At least one guest lecturer per 2-week block
- An average of 4 hours of contact time per student with practicing veterinarians per 2-week block

Scholarly and Creative Activity

Goal 1. Quality

Objective: To provide the atmosphere, environment, encouragement, and time for faculty members to cultivate and nurture their scholarly and creative abilities.

Action Items:

- Hire two faculty members (current vacancies) to restore optimal opportunities to comply with the strategic plan.
- Ensure that each faculty member has adequate time to pursue their research interests.
- Mentor new faculty and make sure they progress in an organized fashion towards reaching tenure, and maximize their contribution to the CVTC and the University of Idaho.

- Continue to nurture interaction among the faculty of AVS Dept/Moscow, the CVTC, and the WSU/CVM to promote research collaboration.

- Encourage faculty to seek and apply for grants and contracts from a variety of sources including federal and state government agencies, industry, private organizations and foundations.

Performance Measures:

- No vacant faculty positions

- Sufficient time that faculty members have to conduct research

- Number of proposals submitted

- Amount of external funding received

- Articles published in peer-reviewed journals and abstracts to sufficiently meet performance goals for each faculty member of CALS

Benchmark:

When all faculty positions are filled:

- Each faculty member with a research appointment should dedicate proportionate time (hours) per month to research.

- Each faculty member with a research appointment should submit grants based on their research appointment and performance expectations.

- Each faculty member with a research appointment should meet expectations or better on their annual review.

Outreach and Engagement –

Goal 1. Quality

Objective A: Endeavor to expand diagnostic laboratory and field services for the veterinarians and livestock producers in Idaho and the region.

Action Items:

- Hire two faculty members (current vacancies) to restore optimal opportunities to comply with the strategic plan.

- Encourage all faculty members to participate in field investigations of disease.
- Continue to monitor quality control in all laboratories. Pursue questions or complaints concerning results or services offered until the situation is resolved.
- Encourage continuing education by laboratory or clinical support personnel in their given specialty.
- Partner with other departments or units of UI and with state agencies to enhance service, improve quality, and expand diagnostic testing for zoonotic and communicable diseases of importance to Idaho and the Northwest region.
- Explore tangible means whereby services of a Diagnostic Veterinary Pathologist could be shared with the Idaho State Department of Agriculture Animal Health Laboratoryand/or other stakeholders (Idaho Department of Fish and Game).
- Continuously update clinical and laboratory instrumentation as budgets allow; thereby, enhancing diagnostic laboratory testing procedures and services for veterinarians and livestock producers in the region.
- Implement and keep updated a fee-for-service structure that provides adequate budgetary support for additional laboratory personnel – over and above those supported by the State – and is based on costs of diagnostics, other available funding, and industry needs.
- Maintain adequate numbers of support personnel to ensure that increased volume of activity can be efficiently serviced.
- Consider discontinuance or replacement of select service offerings in order to integrate technology and efficiency to accomplish strategic plan.

Performance Measures:

- No vacant faculty positions
- Number of field investigations; number of animals/herds served
- Number of laboratory diagnostic and live animal case accessions
- Number of laboratory or clinical support personnel that participate in continuing education
- Number of hours of continuing education accumulated by laboratory or clinical support personnel

- New techniques or equipment incorporated into diagnostic protocols (laboratory or clinical)

Benchmarks:

- Each faculty member to give at least one producer-oriented presentation or demonstration (oral or written) per year.
- Each faculty member should participate in at least 6 field investigations per year.
- Maintain or increase accessions to fund 3.0 FTE's (support personnel).
- Maintain adequately trained/certified personnel to accomplish receipt/packaging/shipping of hazardous materials.
- Each member of the technical support team maintains current certification/licensure for the respective discipline.

Objective B: Endeavor to recruit potential students in Idaho and the region who are interested in careers in agriculture and/or veterinary medicine.

Action Items:

- Encourage the participation of faculty and staff in Extension activities whenever possible, and as funding allows.
- Encourage the participation of faculty and staff in community activities such as "job fairs", 4-H/FFA activities, and county fairs, etc., in order to elevate the visibility of the CVTC, CALS, and UI; and, to discuss future needs and careers in agriculture or veterinary medicine.
- Provide tours of CVTC as requested and when possible.

Performance Measures:

- No vacant faculty positions
- Number of tours of CVTC conducted
- Number of people/tour of CVTC
- Number of job fairs, career day or fair activities in which faculty and staff participated
- Feedback from sponsors of the job fairs, career day or fair activities

Benchmarks:

- Participation in at least 10 community activities as described above

External Factors:

1) Caseload. Numbers vary for live animal and diagnostic accessions, sufficient for instructional goals and objectives and to support in-house laboratories, and are subject to need and economic demand. Employment of two faculty members to fill the current vacancies would allow growth in this area to meet requests from practitioners and promote capabilities/technologies currently being developed.

2) Loss of essential personnel. Many factors have contributed to suboptimal numbers of personnel currently at the CVTC. It is difficult to hire and retain sufficient numbers of qualified individuals to meet current demands of the program. Positions have been restructured and funding sources modified to the extent possible. There is also very limited means to recognize, reward, and retain individuals with outstanding performance. Growth can only occur after a stable base of resources is in place.

3) Veterinary Pathology. This position has been vacant since the retirement of the second of our two veterinary pathologists in 2005. This specialty is in high demand in veterinary medicine. We are outsourcing some diagnostic services, but are unable to incorporate this extremely important specialty in the veterinary teaching program at this time. Diagnostic Veterinary Pathology has been a core service for the producers and veterinarians of Idaho and the surrounding region. The study of disease (pathology) will always be an indispensable discipline for livestock production, veterinary medicine, homeland biosecurity, international marketing, and regulatory activities. This discipline must be re-established at the CVTC.

4) Agriculture beyond animal health. Agriculture is the most important contributor to the economy of Idaho. Dairy Production and Beef Production are the two major (respectively) commodities. Other agricultural products and by-products (ex. alfalfa, cereal grains, beet pulp, potato by-products) serve as cash crops for some producers; or, are utilized in Dairy and/or Beef Production. Idaho is strategically positioned for considerable influence on human and animal food production. That influence is local, regional, national, and international. Respective influences in those markets require that the CALS, AVS, and the CVTC become and remain astute to changes in those markets; and, to strategically prepare to help producers and veterinarians of the future. That requires trained personnel, foresight, resources, and opportunities.

WWAMI

2014-2018 Strategic Plan

WWAMI is Idaho's regional medical education program, under the leadership and institutional mission of the **University of Idaho**, in partnership with the **University of Washington School of Medicine** (UWSOM). Idaho medical students spend the first year of their medical education on the campus of the **University of Idaho** in Moscow, study medicine on the campus of UWSOM in Seattle during their second year, and complete their third and fourth year clinical training at **regional medical sites in Boise, across Idaho,** or throughout the **WWAMI** (Washington, Wyoming, Alaska, Montana, Idaho) region.

As the **medical education contract program for the State of Idaho** with the University of Washington, the **UI-WWAMI Medical Program** supports the Strategic

Action Plan of its host university, the University of Idaho, while recognizing its obligation to the mission, goals, and objectives of its nationally accredited partner program, the UWSOM.

UWSOM and its partner WWAMI Medical Program in Idaho are dedicated to improving the general health and wellbeing of the public. In pursuit of our goals, we are committed to **excellence in biomedical education, research, and health care**. The UWSOM and WWAMI are also dedicated to ethical conduct in all of our activities. As the **pre-eminent academic medical center in our region** and as a national leader in biomedical research, UWSOM places special emphasis on educating and training physicians, scientists, and allied health professionals **dedicated to two distinct missions:**

- **Meeting the health care and workforce needs of our region**, especially by recognizing the importance of **primary care** and providing service to **underserved populations;**
- **Advancing knowledge** and assuming leadership in the **biomedical sciences and in academic medicine.**

We acknowledge a **special responsibility to the people** in the states of Washington, Wyoming, Alaska, Montana, and **Idaho,** who have joined in a unique regional partnership. UWSOM and WWAMI are **committed to building and sustaining a diverse academic community** of faculty, staff, fellows, residents, and students and **to assuring that access to education and training** is open to learners from all segments of society, acknowledging a **particular responsibility to the diverse populations within our region**.

Vision for Medical Student Education

Our students will be highly competent, knowledgeable, caring, culturally sensitive, ethical, dedicated to service, and engaged in lifelong learning.

UWSOM – Idaho WWAMI Medical Student Education Mission Statement

Our mission is to improve the health and wellbeing of people and communities throughout the WWAMI region, the nation, and the world through educating, training, and mentoring our students to be excellent physicians.

Goals for Medical Student Education

In support of our mission to educate physicians, our goals for medical student training are to:

1. Challenge students and faculty to achieve excellence;
2. Maintain a learner-centered curriculum that focuses on patient-centered care and that is innovative and responsive to changes in medical practice and healthcare needs;
3. Provide students with a strong foundation in science and medicine that prepares them for diverse roles and careers;
4. Advance patient care and improve health through discovery and application of new knowledge;
5. Teach, model, and promote:
   a. the highest standards of professionalism, honor, and integrity, treating others with empathy, compassion, and respect;
   b. a team approach to the practice of medicine, including individual responsibility and accountability, with respect for the contributions of all health professions and medical specialties;
   c. the skills necessary to provide quality care in a culturally sensitive and linguistically appropriate manner;
6. Encourage students to maintain and model a balanced and healthy lifestyle;
7. Foster dedication to service, including caring for the underserved;
8. Engage students in healthcare delivery, public health, and research to strengthen their understanding of healthcare disparities and regional and global health issues; and
9. Provide leadership in medical education, research, and health policy for the benefit of those we serve regionally, nationally, and globally.

Alignment with the Idaho State Board of Education's Strategic Plan

Goal I: A WELL EDUCATED CITIZENRY –Continuously improve access to medical education for individuals of all backgrounds, ages, abilities, and economic means.

Objective A: Access - Provide outreach activities that help recruit a strong medical student applicant pool for Idaho WWAMI.

- ***Performance measure***: the number of Idaho WWAMI medical school applicants per year and the ratio of Idaho applicants per funded medical student seat.
- ***Benchmark*:** National ratio of state applicants to medical school per state-supported seats.

Objective B: Transition to Workforce - Maintain a high rate of return for Idaho WWAMI graduate physicians who choose to practice medicine in Idaho, equal to or better than the national state return rate.

- ***Performance measure***: Cumulative Idaho WWAMI return rate for graduates who practice medicine in Idaho.
- ***Benchmark***: target rate – national average or better.

GOAL 2: CRITICAL THINKING AND INNOVATION - WWAMI will provide an environment for the development of new ideas, and practical and theoretical knowledge to foster the development of biomedical researchers, medical students, and future physicians who contribute to the health and wellbeing of Idaho's people and communities.

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

- ***Performance Measure***: WWAMI faculty funding from competitive Federally funded grants.
- ***Benchmark***: $3M annually, through FY14.

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

- ***Performance Measures*:** Percentage of Idaho WWAMI medical students participating in medical research (laboratory and/or community health)
- ***Benchmark*:** 100%

Objective C: Quality Instruction – Provide excellent medical education in biomedical sciences and clinical skills.

- ***Performance measure***: pass rate on the U.S. Medical Licensing Examination (USMLE), Steps 1 & 2, taken medical training.

- ***Benchmark***: U.S. medical student pass rates, Steps 1 & 2.

GOAL 3: Effective and Efficient Delivery Systems – Deliver medical education, training, research, and service in a manner which makes efficient use of resources and contributes to the successful completion of our medical education program goals for Idaho.

Objective A: Increase medical student early interest in rural and primary care practice in Idaho.

- ***Performance measure***: the number of WWAMI rural summer training placements in Idaho each year.
- ***Benchmark***: 20 rural training placements following first year of medical education.

Objective B: Increase medical student participation in Idaho clinical rotations (clerkships) as a part of their medical education.

- ***Performance measure***: the number of WWAMI medical students completing clerkships in Idaho each year.
- ***Benchmark***: 20 clerkship students each year.

Objective C: Support and maintain interest in primary care and identified physician workforce specialty needs for medical career choices among Idaho WWAMI students.

- ***Performance measure***: Percent of Idaho WWAMI graduates choosing primary care, psychiatry, general surgery, and OB/GYN specialties for residency training each year.
- ***Benchmark***: 50% of Idaho WWAMI graduating class choosing needed work force specialties for residency training each year.

Objective D: Maintain a high level Return on Investment (ROI) for all WWAMI graduates who return to practice medicine in Idaho.

- ***Performance measure***: Ratio of all WWAMI graduates who return to practice medicine in Idaho, regardless of WWAMI origin, divided by the total number of Idaho medical student graduates funded by the State.
- ***Benchmark***: target ratio – 60%

Objective E: Efficiently deliver medical education under the WWAMI contract, making use of Idaho academic and training resources.

- ***Performance measure***: Percent of Idaho WWAMI medical education contract dollars spent in Idaho each year.
- ***Benchmark***: 50%

Key External Factors (beyond the control of the Idaho WWAMI Medical Program):

Funding: the number of state-supported Idaho medical student seats each year is tied to State legislative appropriations. Availability of revenues and competing funding priorities may vary each year.

Medical Education Partnerships: as a distributed medical education model, the University of Idaho and the UWSOM WWAMI Medical Program rely on medical education partnership with local and regional physicians, clinics, hospitals, and other educational institutions in the delivery of medical training in Idaho. The availability of these groups to participate in a distributed model of medical education varies according to their own budget resources and competing demands on their time and staff each year.

Population Changes in Idaho: with a growing population and an aging physician workforce, the needs for doctors and medical education for Idaho's students only increases. Changes in population statistics in Idaho may affect applicant numbers to medical school, clinical care demands in local communities and hospitals, and availability of training physicians from year to year.

Planned Changes to Medical Curriculum in 2015: the University of Washington School of Medicine is currently engaged in a major review and revision of the medical school curriculum which will impact delivery of education and training in the WWAMI programs in Idaho. It is not know, yet, what impact these proposed changes will have.

ISU Department of Family Medicine
Strategic Plan
2014-2018

Vision:
The Idaho State University Family Medicine Residency (ISU FMR) envisions a clinically rich residency program; graduating courteous, competent, rural physicians.

Mission:
ISU FMR is committed to interdisciplinary, evidence-based care and service to our patients and community; university-based education of residents and students; and recruitment of physicians for the State of Idaho.

Values:

PROFESSIONALISM – We adhere to the highest level of professionalism in our relationships with our patients, staff and colleagues

COMMUNICATION – We aspire to clear, open communications with each other and our patients; and to precise, well-formatted presentation of medical information to other physicians

QUALITY – We continually seek ways to analyze and improve the quality of care provided to our patients, and to fulfill the published criteria of excellence in residency education.

COLLEGIALITY – As medical educators and learners we coordinate education and care with colleagues from a wide range specialties and health professions.

INNOVATION – We espouse current innovations in primary health care including electronic record keeping and communication, and the Patient Centered Medical Home Model.

ACCOUNTABILITY – We are accountable to ourselves and to our sponsors for the financial viability of the residency and the efficiency of the department.

RESPONSIBILITY – We take responsibility for our actions and work to improve patient care through excellence in medical education.

RESPECT – We demonstrate respect for each other and those with whom we interact. We remain courteous in our interactions and in respecting diversity. Even if we disagree, we do so with both civility and a desire to reach mutually beneficial solutions.

JUSTICE – We believe all patients have a fundamental right of access to appropriate health care. We advocate for our patients and assist them in navigating through the health care system.

BENEFICENCE – Primum non nocere. Patients will not be harmed by our care. Resident education will not be abusive or excessive in work hours or disrespectful of personal needs.

AUTONOMY – We respect a patient's right to decide their health care, and to information to assist in the decision making process.

GOAL 1: Access – Recruitment of physicians for Idaho
Objectives for access:

a. Work with Portneuf Medical Center to establish collaborative hospitalist program
   - *Performance measure:*
     - *Integration of hospitalist and residency services*
   - *Benchmark:*
     - Complete shared attending supervision: 24 weeks / 28 weeks. Uniform standards of care including core measures.

b. Start the new rural training track (RTT) in Rexburg
   - *Performance measure:*
     - Interview and enter match for the RTT
   - *Benchmark:*
     - Match RRT residents

c. Expand first-year class to 7 residents and total residency size to 21 to fill Rural Training Track
   - *Performance measure:*
     - Number of residents
   - *Benchmark:*
     - Overall number of residents will increase

d. Structure the program so that 50% of graduates open their practices in Idaho
   - *Performance Measure*
     - Number of graduates practicing in Idaho
   - *Benchmark:*
     - 50% of graduates practicing in Idaho

GOAL 2: Quality – Sustain and continuously improve medical care for Idaho citizens through education, quality improvement, and clinical research
Objectives for quality:

a. Develop additional pediatric training opportunities with FMRI in Boise at St. Lukes.
   - *Performance measure:*
     - Number of pediatric rotations

- *Benchmark:*
  - Number of pediatric rotations in Boise in third residency year will increase

b. Improve Quality of Care criteria of a Patient Centered Medical Home
- *Performance measure:*
  - Meet the national criteria of PCMH
- *Benchmark:*
  - 2013: 75% of criteria met. 2014: 90% of criteria met.

c. Maintain and expand clinical research program by identifying new project opportunities
- *Performance measure:*
  - Number of new clinical research projects
- *Benchmark:*
  - Number of new research projects will increase

GOAL 3: Efficiency – improve long-term financial viability of the department/residency program

Objectives for efficiency:

a. Identify the best operational and financial structure to maximize funding streams and clinical revenues
- *Performance measure:*
  - Identify residency structural change for the clinic to become a New Access Point for Health West.
- *Benchmark:*
  - Integration of Health West and Pocatello Family Medicine

b. Transition residency program through change in ownership and administration of Portneuf Medical Center (PMC)
- *Performance measure:*
  - Level of support from PMC for ISU Family Medicine
- *Benchmark:*
  - No reduction in financial and programmatic support

c. Increase GME reimbursement
- *Performance measure:*
  - GME dollars reimbursed through cost report
- *Benchmark:*
  - Number of resident FTEs reimbursed

External Factors (beyond control of the ISU Department of Family Medicine)

1. **Access – Recruitment of physicians for Idaho.**

a. Hospitalist program is dependent on financial support from PMC. The integration of the hospitalists and residency services is dependent on PMC/ISU affiliation.
b. For the rural training track RTT to move forward, Madison Memorial Hospital must have adequate financial resources. As of January 2010, Madison has postponed its financial commitment to the RTT. As of March 2013, Madison Memorial has a new CEO and is able to contemplate the local financial support. A new site director is being appointed and maintenance of accreditation being pursued to allow late implementation.
c. Applicant interest in the ISU FMR Rural Training Track.

2. **Quality – Sustain and continuously improve medical care for Idaho citizens through education, quality improvement, and clinical research.**
    a. Availability of pediatric training in Boise
    b. National criteria of a Patient Centered Medical Home.
    c. External research funding opportunities.

3. **Efficiency- Improve the Long-term financial viability of the department/residency program.**
    a. New Access Point funding
    b. Medicaid interim rate
    c. The policies of Legacy are critical to the long term viability of the residency programs that are housed in PMC.

Strategic Planning – Mid-term (3-5 years)
The ISU Department of Family Medicine has defined mid-term (3-5 years) and long-term (6-10 years) strategic planning components some of which are outlined below.

GOAL 1: Access – Recruitment of physicians for Idaho
Objectives for access
1. Expand core residency program to 8-7-7 with two residents in RTT
    - *Performance measure:*
        - Number of residents
    - *Benchmark:*
        - Increased number of residents

2. Start a rural & international academic fellowship program
    - *Performance measure:*
        - Number of fellows
    - *Benchmark:*
        - Increased fellows

GOAL 2: Efficiency – Improve long-term financial viability of the department/residency program
Objectives for access

1. Develop collaborative and supportive affiliation with Health West.
    - *Performance measure:*
        - Completion of joint budgeting process
    - *Benchmark:*
        - Meeting joint budgetary goal
2. Develop collaborative and supportive affiliation with PMC.
    - *Performance measure:*
        - Completion of affiliation agreement with agreed ongoing support.
    - *Benchmark:*
        - Dollar amount of financial support

sbdc IDAHO

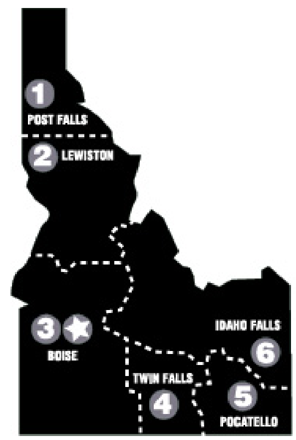
Small Business
Development Center
directions solutions impact

Strategic Plan
2012-2016

Background:

The Idaho Small Business Development Center (Idaho SBDC) was established in 1986 as part of a nationwide network created to improve for the success of small businesses. The U. S. Small Business Administration, the State of Idaho, the hosting institutes of higher education, and private donations fund the organization.

The Idaho SBDC network includes business consultants, trainers, support staff and volunteers that operate from the state's colleges and universities. Boise State University's College of Business and Economics serves as the host with administrative responsibility for directing the type and quality of services across the state. Six Regional offices are funded under sub-contracts with their host institutions. The locations result in 90% of Idaho's businesses being within a 1 hour drive:



- ❶ North Idaho College - Coeur d'Alene
- ❷ Lewis-Clark State College - Lewiston
- ❷ Boise State University - Boise
- ❹ College of Southern Idaho - Twin Falls
- ❺ Idaho State University - Pocatello
- ❻ Idaho State University - Idaho Falls

Services include confidential one-on-one consulting and focused training. Staff members are very involved in the business and economic development efforts in their areas and; therefore, are positioned to respond rapidly to the changing business environment.

Mission:

To enhance the success of small businesses in Idaho by providing high-quality consulting and training.

Vision:

Idaho SBDC clients are recognized as consistently outperforming their peers.

Tag Line:

Directions, Solutions, Impact

Operating Principles:

Service is the primary product of the Idaho SBDC. Creating and maintaining a high standard of service requires a commitment to four principles:

1. Focus on the Client: The very future of the Idaho SBDC program depends on creating satisfied clients. To this end, each client contact must be considered an opportunity to focus on client needs and desires. Responding quickly with individual attention to specific and carefully identified client needs, then seeking critical evaluation of performance are standard processes followed with each client and training attendee.

2. Devotion to Quality: Providing consulting and training through a quality process and constantly seeking ways to improve that process are necessary to providing exceptional

service. Fostering teamwork, eliminating physical and organizational barriers that separate people, establishing long-term relationships with partners and encouraging all to participate in quality improvement are some of the actions that demonstrate devotion to quality.

3. Concentration on Innovation: To innovate is to improve through change. Staff members constantly seek ways to improve methods and processes and assume a leadership role in trying new approaches to serve clients. Regular performance reviews, participation in related organizations, and attending professional development workshops are some of the ways that innovation is supported.

4. Commitment to Integrity: The Center values integrity and will conduct all of our services in an ethical and consistent manner. We will do our best to provide honest advice to our clients with our primary motivation to be the success of the business. In return, we also expect our clients to be straight forward and share all information necessary to assist them in their business.

Priorities:

The Idaho SBDC will focus on the following priorities:

1. Maximum client impact – While the SBDC provides services to all for-profit small businesses, it is clear that a small percentage of businesses will contribute the majority of the impact. Improving the ability to identify impact clients, develop services to assist them, and create long-term connections will increase the effectiveness of the Idaho SBDC.

2. Strong brand recognition – The Idaho SBDC remains unknown to a large number of businesses and entrepreneurs, as well as stakeholders. A consistent message and image to convey the SBDC value in conjunction with systematic marketing are necessary to raise the awareness of the SBDC value to both potential clients and stakeholders.

3. Increased resources – Federal funding remained level from 1998 until 2007 resulting in a very lean operating budget and loss of several positions. A slight increase was received for 2008 however; additional resources – both cash and in-kind – are necessary to have an impact on a greater portion of small businesses and entrepreneurs.

4. Organizational excellence – The Idaho SBDC is in the top 10% of SBDCs on all impact measures, is consistently one of the top 5 states on the Chrisman impact survey, and received accreditation in 2009 with no conditions. The organization must continually improve to maintain this excellence.

Market Segments:

The small business market served by the Idaho SBDC can be divided into three segments. With limited resources and the knowledge that in-depth, on-going consulting gives greater returns, the focus is on Segment 3 – high impact clients. The Idaho SBDC Marketing Plan contains additional information on state demographics and how these segments fit into the overall plan.

Segment 1:
Pre-venture – These potential clients are not yet in business. They will be assessed for the level of effort already put into the venture. Entrepreneurs who have not moved beyond the idea stage will be directed to a variety of resources to help them evaluate the feasibility of their idea. They will need to take further steps before scheduling an appointment with a consultant. These pre-venture clients will be less than 40% of the total clients and will receive 25% or less of consulting services. A small segment of these clients will be designated as high impact potential clients (Segment 3).

Segment 2:
Established businesses – This segment of clients is those who already have an operating business. A consultant will meet with them to evaluate their needs and formulate a plan to work together. The majority of businesses in this category will have 20 employees or less. Over 60% of Idaho SBDC clients and over 75% of consulting time will be spend on clients in this category.

This segment will also contain some businesses that will be designated as high impact potential (segment 3).

Segment 3:
High impact potential – This segment is composed of the top 15% of clients in each region based on their potential to grow sales and jobs. This segment is not consistent throughout the state but is relative to the business potential based on economic conditions in the region. These businesses will receive focused long-term services and coaching and be tracked separately in the MIS system. Businesses in this category will generally have between 10 and 50 employees or have the potential to grow to this size within five years.

Success:

Success is defined as a client achieving the best possible outcome given their abilities and resources. Success does not necessarily mean that the business will start or that there will be increases in capital, sales, and jobs. For some clients, the best possible outcome is to decide not to open a business which has a high likelihood of failure. Preserving capital can be success in some situations. There may also be circumstances that cause a client to choose to limit the growth of their business. It is important to recognize the clients' goals, help them understand their potential, and then jointly identify success.

Allocation of Resources:

The Idaho SBDC shifts resources as appropriate to achieve the goals of the Strategic Plan. The SBA portion of the Idaho SBDC's budget increased about 8% in 2008 after remaining flat since 1998. Lean budgets have prompted shifting financial resources from operating to personnel to assure that Idaho small businesses receive the same level of service. Currently, the operating budget for the Idaho SBDC is at what is considered a floor for supporting existing personnel and offices. Currently, the annual budget for the Idaho SBDC is distributed as follows:

- Personnel = 71% of total budget, 90% excluding indirect costs
- Operating (travel, consultants, supplies, etc.) = 8% of total budget and 10% excluding indirect costs
- Indirect costs = 21%

Increases in funding will be directed toward client assistance. Reduction in funding will favor minor reductions in employee hours versus eliminating positions.

In addition to financial constraints, the Operations Manual sets a policy for allocation of time as 60% consulting, 20% training, and 20% administrative. Milestones for each center and minimum hours for consultants and regional directors are based on the time allocation. To maintain service at the existing level, operate within the financial constraints, and meet the time allocation policy, the Idaho SBDC focuses on shifting personnel resources to achieve strategic plan goals. For example, to shift the focus to high impact clients, requests for assistance from pre-venture businesses are shifted to training and web resources to free up consulting time. The SBDC will continue to use this model for distribution of resources to achieve the strategic plan goals as long as a constraint remains on operating resources.

Needs:

In the statewide survey – three areas were identified as client needs that have not been a focus for the Idaho SBDC:

- Health care changes
- Marketing
- Understanding financials

In addition to these three focus areas, regional needs identified were:

- Access to capital
- Risk assessment
- Pricing
- Websites/E-commerce
- Business model

These topics will be the incorporated into training courses and professional development for consultants.

SWOT

INTERNAL	EXTERNAL
Strengths	Opportunities
• No-cost • People – expertise, passion, and professional development system • Public and private partnerships and networks • Systems for high performance • Leadership at all levels	• Changes in the economy • Strategic partners – leveraging resources • Entrepreneurial culture • Increase in angel investors • New business trends – green, etc. • Baby boomers
Weaknesses	Threats
• Market position – penetration of established small business market, brand, awareness beyond startup assistance (attraction of high growth companies) • Sharing tools and resources at state and national levels • Geographical area • Implementation – lack of focused planning and disciplined follow-up	• Economy – especially in rural areas, hard for businesses to succeed and hard for businesses in all area to find funding • Reduced funding at state and federal level • Competitors

Goals and Objectives:

Maximum Client Impact

Goal 1: Maintain Idaho SBDC client sales and employment growth at 8 times the growth of the average Idaho small business.

Objective 1.1: Proactively manage impact clients.

Performance Measure: Conduct research project to better understand clients with recorded impact.
Benchmark: Completion 2013

Performance Measure: Impact clients identified in Center IC.
Benchmark: 15% of total clients

Performance Measure: Hours devoted to impact clients
Benchmark: 30% of consulting hours sent on impact clients by December 2013 and 40% on impact clients by December 2014.

Objective 1.2: Create and implement a systematic process for collecting and verifying impact.

Performance Measure: Finalize process and incorporate into operations manual by December 2012.
Benchmark: Completion

Performance Measure: Percent of impact verified
Benchmark: 100% of impact verified by 2013.

Objective 1.3: Expand and integrate export assistance into the network.

Performance Measure: Develop a plan for assisting companies with exporting.
Benchmark: 15 new exporters, 30 jobs, 30 long-term clients and expand export sales by $5 million

Performance Measure: Establish 3 consultants as export assistance experts by December 2012.
Benchmark: Successful completion of the Certified Global Business Professional test.

Performance Measure: Collaborate with the International Business program to develop an export certification program and to develop student projects for clients.
Benchmark: 5 student projects per year.

Objective 1.4: Create a systematic process for assisting technology-based clients.

Performance Measure: By July 2012, decide whether to request technology certification during the next accreditation review in 2013.
Benchmark: Decision

Performance Measure: Evaluate gaps in technology assistance and create a plan with milestones and metrics for accomplishing by July 2013.
Benchmark: Plan completed

Objective 1.5: Increase sharing of tools, trainings and techniques for working with impact companies.

Performance Measure: Feature tools, training and techniques being used in the regional offices at each Professional Development Conference.
Benchmark: completion

Performance Measure: Establish peer reviews and/or peer coaching sessions for consultants to share information and become familiar with each others' skills.
Benchmark: completion

Strong Brand Recognition

Goal 2: Increase brand awareness with stakeholders and the target market.

Objective 2.1: Establish a statewide marketing effort with a minimum of 20 hours/week by 2013.
Performance Measure: Use GA for marketing assistance in 2012 and 2013.
Benchmark: Completion

Performance Measure: Identify funding for ½ time position by December 2012.
Benchmark: Completion

Objective 2.2: Develop yearly marketing plan/calendar for State Office and each Regional Office.
Performance Measure: Number of success stories per year and media impressions per office per year.
Benchmark: 2 stories, 10 media impressions

Performance Measure: Public appearance per quarter per office.
Benchmark: 4 talks per year

Performance Measure: **A**ward nomination per year per office.
Benchmark: 2 nominations

Objective 2.3: Develop brand usage guidelines by July 2013 and monitor implementation.
Performance Measure: Guidelines developed.
Benchmark: Consistent usage

Objective 2.4: Increase website usage by 20% by 2013.
Performance Measure: Update website and incorporate information for export assistance by July 2014.
Benchmark: Increase website usage by 20% by July 2014.

Increase Resources

Goal 3: By 2014, set and achieve goal for cash and in-kind resources necessary to achieve strategic plan.

Objective 3.1: Develop a funding plan that identifies regional and statewide funding needs, the associated additional activities or gaps that the funding will address, potential sources for each need, who will be responsible for approaching the sources, and a timeframe for completion.

Performance Measure: Funding needs developed and target set by June 2013.
Benchmark: Plan completed

Performance Measure: Target achieved by date established in funding strategy.
Benchmark: Target achieved

Objective 3.2: Share Idaho SBDC success and impact with key funding stakeholders.

Performance Measure: Create process to track stakeholder letters and reports in MIS by December 2013.
Benchmark: Process established

Performance Measure: Institute process to send success stories and other relevant information to congressional offices, legislators and other appropriate elected offices by December 2013.
Benchmark: 10 letters to Congressional and Legislative Offices

Objective 3.3: Use students, faculty, volunteers and other experts to supplement SBDC consulting and provide additional resources for clients.

Performance Measure: # students projects, # volunteer hours
Benchmark: Minimum of 10 student projects or 500 volunteer hours per year per office.

Organizational Excellence

Goal 4: The percentage of Idaho SBDC clients' impact to the total national impact is greater than Idaho's percentage of SBA funding.

Objective 4.1: Integrate the highest standards and systems into day-to-day operating practices to achieve excellence on all reviews and meet goals.

Performance Measure: Collect best practices from top tier states to incorporate for continuous improvement and benchmarking.
Benchmark: Higher % or national impact

Performance Measure: Achieve highest rating and/or meet goals for SBA exam, program reviews, Accreditation, SBA goals, etc.
Benchmark: Highest rating

Performance Measure: Engage in ASBDC conference, committees and interest groups to learn more about the SBADCs.
Benchmark: 4 staff per year

Objective 4.2: Create greater efficiencies and consistency in office operations.

Performance Measure: Collect suggestions for improvement during management and operational reviews.
Benchmark: # of suggestions implemented

Performance Measure: Move to paperless files by December 2013.
Benchmark: All electronic files

Objective 4.3: Achieve 90% participation of the Advisory Board members in scheduled meetings.

Performance Measure: Communicate regularly with Advisory Board by sending monthly critical measures, success stories and updates on significant events.
Benchmark: 90% participation

Program Performance Measures/Benchmarks

Performance Measure	Description/Benchmark*	CY2012
Consulting Hours	The total number of hours of consulting and preparation time. Goal is 16,000	20,864
Average Hours Per Client	Goal is 8.5	14
Customer Satisfaction	Percentage of above average and excellent rating. Goal is 90%	97
Number of Clients with 5 hours or more of contact and preparation time	Goal is 550	700
Business Starts	Goal is 72	89
Jobs Created	Goal is 500	707
Jobs Saved	N/A, The Center has not created a goal for this but in the current economic downturn this is a critical outcome	141
Sales Growth	Growth in sales year to year. Goal is $25,000,000	$32,428,305
Capital Raised	Capital raised in the current year. Goal is $25,000,000	$21,993,805
ROI (Return on Investment)	The cost of the Idaho SBDC versus the increase in taxes collected due to business growth by SBDC clients. Goal is 3.0	2.72

*The benchmarks (goals) are developed from with data from other SBDCs, the SBA, and from our accrediting organization.

External Factors

The items below are external factors that significantly impact the Idaho SBDCs ability to provide our services and are outside of our control.

1. **Economy**. The general state of the economy in Idaho and across the nation has a huge impact on the Idaho SBDC's ability to create impact through our assistance to entrepreneurs. The Center has observed that businesses that use our services do much better in poor economic times than the average business in Idaho. The recent economic downturn has highlighted how challenging it is to grow sales, increase jobs, raise capital, and start a new business.

2. **Funding.** Funding from Federal and State sources directing impact the resources available to the Center. Without the financial resources available to hire the right people and provide them with resources (phone, computers, etc), it will be challenging to serve Idaho's entrepreneurs effectively. We are expecting a

Idaho Dental Education Program

STRATEGIC PLAN

2013-2017

MISSION STATEMENT

The Mission of the Idaho Dental Education Program is to provide Idaho residents with access to quality educational opportunities in the field of dentistry.

The Idaho Dental Education Program is designed to provide Idaho with outstanding dental professionals through a combination of adequate access for residents and the high quality of education provided. The graduates of the Idaho Dental Education Program will possess the ability to practice today's dentistry. Furthermore, they will have the background to evaluate changes in future treatment methods as they relate to providing outstanding patient care.

The Idaho Dental Education Program is managed so that it fulfills its mission and vision in the most effective and efficient manner possible. This management style compliments the design of the program and provides the best value for the citizens of Idaho who fund the program.

GOALS OF THE IDAHO DENTAL EDUCATION PROGRAM

The Idaho Dental Education Program (IDEP) serves as the sole route of state supported dental education for residents of Idaho. The IDEP program has been consistent in adhering to the mission statement by fulfilling the following goals:

Goal 1: Provide access to a quality dental education for qualified Idaho residents.

Objective:
Provide dental education opportunities for Idaho residents comparable to residents of other states.

- *Performance Measure:*
  - Contract for 4-year dental education for at least 8 Idaho residents.
- *Benchmark:*
  - Current contract in place with Creighton University School of Dentistry or another accredited dental school.

- *Performance Measure:*
  - Board examination scores on both Parts I and II of the Dental National Boards.
- *Benchmark:*
  - Pass rate will meet or exceed 90%.

- *Performance Measure:*
  - Percentage of first time pass rate on the Western Regional Board Examination or Central Regional Dental Testing Service.
- *Benchmark:*
  - Pass rate will meet or exceed 90%.

Objective:
Provide additional opportunities for Idaho residents to obtain a quality dental education.

- *Performance Measure:*
  - Number of students in the program.
- *Benchmark:*
  - Increase the number of students in the program from 8 to 10.

Goal 2: Maintain some control over the rising costs of dental education.

Objective:
Provide the State of Idaho with a competitive value in educating Idaho dentists.

- *Performance Measure:*
  - State cost per student.
- *Benchmark:*
  - Cost per student will be less than 50% of the national average state cost per DDSE (DDS Equivalent). The cost per DDSE is a commonly utilized measure to evaluate the relative cost of a dental education program.

Goal 3: Serve as a mechanism for responding to the present and/or the anticipated distribution of dental personnel in Idaho.

Objective:
Help meet the needs for dentists in all geographic regions of the state.

- *Performance Measure:*
  - Geographical acceptance of students into the IDEP program.
- *Benchmark:*
  - Students from each of the 4 regions of Idaho (North, Central, Southwest, and Southeast) granted acceptance each year.

- *Performance Measure:*
  - Return rates.
- *Benchmark:*
  - Maintain return rates of program graduates in private practice which average greater than 50%.

Goal 4: Provide access for dental professionals to facilities, equipment, and resources to update and maintain professional skills.

Objective:
Provide current resources to aid the residents of Idaho by maintaining/increasing the professional skills of Idaho Dentists.

- *Performance Measure:*
  - Continuing Dental Education (CDE).
- *Benchmark:*
  - Provide continuing dental education opportunities for regional dental professionals when the need arises.

- *Performance Measure:*
  - Remediation of Idaho dentists (if/when necessary).
- *Benchmark:*
  - Successfully aid in the remediation of any Idaho dentist, in cooperation with the State Board of Dentistry and the Idaho Advanced General Dentistry Program, such that the individual dentist may successfully return to practice.

KEY EXTERNAL FACTORS:

Funding:

Most Idaho Dental Education Program goals and objectives assume ongoing, and in some cases additional, levels of State legislative appropriations. Availability of these funds can be uncertain. Currently with State budget reductions that specifically impact our program, the goal to increase the number of available positions within the program from 8 to 10 is not feasible, but this will remain a long-term goal for the program.

Program Participant Choice:

Some IDEP goals are dependent upon choices made by individual students, such as choosing where to practice. Even though this is beyond our control, we have had an excellent track record of program graduates returning to Idaho to practice.

Idaho Dentist to Population Ratio

The more populated areas of Idaho are more saturated with dentists, making it difficult for new graduates to enter the workforce in these areas. With this in mind, we have still seen a good percentage of program graduates return to Idaho to practice.

Educational Debt of Graduates

The average educational debt of IDEP graduates continues to increase each year (for 2012 it was $186,385). This amount of debt may limit graduates to more urban areas of practice initially.

Student Performance

Some of the goals of the program are dependent upon pre-program students to excel in their preparation for the program. However, we have not encountered difficulty in finding highly qualified applicants from all areas of the State.

Idaho Museum of Natural History Strategic Plan Revision 2013-2018

Herbert Maschner, Director
Idaho Museum of Natural History
Stop 8096
Idaho State University
Pocatello, ID 83209
Phone: 208-282-5417
E-mail: maschner@isu.edu

Dear Fellow Idahoan:

I present to you a five-year vision — a strategic plan — for the Idaho Museum of Natural History (IMNH). The plan outlines how we will build on the museum's accomplishments in researching, preserving and sharing the story of Idaho's natural and cultural history. It also takes us toward a new frontier: development of a "virtual" museum that uses the Internet to mitigate the challenges of Idaho's geography and extend the benefits of the museum to all.

The plan puts substantial focus on important issues that impede our ability to fulfill the museum's legislated mandate. Among those issues are funding, and the inadequacy of our current building. The overriding goal for the next five years, however, is increasing access to the research and educational benefits we offer not only to the people of Idaho, but to people around the world.

Various Internet-driven technologies make it possible now to deliver IMNH research and educational programs to students, educators, families, scientists and others wherever they live, learn and work. A "virtual visit" is no substitute for a personal visit to our exhibitions and collections. Yet we are acutely aware that personal visits to our facilities in Pocatello aren't possible for many of the people we are obligated to serve. The Internet empowers us to bring the museum to them.

This is an ambitious plan, and the challenges we face in achieving its goals are formidable. Yet we are inspired by the determination of a few professors and community leaders to establish this museum during the depths of the Great Depression. They looked beyond the difficulties of their time, and saw what a museum could do for the generations to come. They saw opportunities when it was reasonable to see only obstacles. We are committed to doing no less.

The Idaho Museum of Natural History has been at the forefront of science education in Idaho for more than 75 years. This strategic plan reflects opportunities to build on that legacy. It is a pathway with obstacles to overcome, but the destination is worthy. Please join me on the journey ahead.

Sincerely,

Herbert Maschner, Ph.D.
Director, Idaho Museum of Natural History

Idaho Museum of Natural History
Draft Strategic Plan Revision
2012-2017

Table of contents (click on topic)

Idaho Museum of Natural History

Introduction

The Idaho Museum of Natural History (IMNH) is the state's premier institution of its kind for discovering, interpreting, preserving and disseminating knowledge is the core disciplines of Natural History. These include:

Earth Sciences and Ancient Environments
- paleontology
- rocks and minerals
- earth history

Life Sciences and Ecosystems
- botany
- mammals, birds, fish and reptiles
- ecosystems and adaptations

Peoples, Cultures, and Ancient Lifeways
- anthropology
- archaeology
- human ecology

Accredited by the American Association of Museums, IMNH operates under the auspices of the State Board of Education from the campus of Idaho State University, a doctoral-level and Carnegie-designated "research high" university in Pocatello. The university provides substantial support, advocacy and supervision. This is a mutually beneficial and supportive relationship that facilitates museum engagement with students, faculty, K-12 educators and other important constituents locally, statewide and around the world.

Our four divisions -- anthropology, earth sciences, life sciences and education -- operate in facilities that include classrooms, research laboratories, artifact and fossil preparation laboratories, storage for permanent collections, and an exhibition fabrication shop. The museum houses an exhibition gallery, the Idaho Virtualization Laboratory, curator offices, and research areas for students and visiting scientists. There also are administrative offices, the Education Resource Center, Children's Discovery Room and the Museum Store.

Through a range of opportunities for learning and enrichment, we reach out continually to diverse constituencies, from K-12 and graduate students to higher-education faculties and field researchers.

Our roots

The museum is rooted in Idaho's higher-education system. A group of forward-looking professors and community leaders founded it in 1934 as the Historical Museum at the Southern Branch of the University of Idaho — today's Idaho State University. In 1977, Gov. John Evans signed a proclamation designating IMNH as Idaho's museum of natural history; in 1986 the Legislature made the proclamation law.

Our mission

We are caretakers of Idaho's natural and cultural history. Our legislative mandate is the collection, interpretation and exhibition of artifacts, fossils, plants and animals in educational ways. Our goal each day is to enrich the lives of the people of Idaho through understanding of our natural heritage.

We use science to tell the story of Idaho. Through scholarship, stewardship and outreach, we add new knowledge to past discoveries and make what we learn accessible to all for benefits we may not foresee. We answer questions about our world and raise new ones, always nurturing humankind's yearning to know more.

Our vision

The Idaho Museum of Natural History strives to make science and cultural history accessible, relevant and meaningful. We aspire to democratize science, that is, to make our research and knowledge portfolios more broadly accessible through measures that will mitigate the limitations of brick-and-mortar facilities.

We see existing and emerging information technologies as tools that will enable us to overcome logistical, geographic and financial barriers to learning. There is no substitute for a leisurely afternoon spent among our exhibits, which the public can visit free of charge. Yet there is a new frontier: bringing Idaho's museum to the people wherever they live, work and learn.

In this spirit, our staff is eager to augment our physical facilities in Pocatello with Internet-driven tools that will help us deliver the scientific, educational, cultural and economic benefits of this institution to its stakeholders wherever they are.

We work each day at IMNH to expand our contribution to Idaho as a productive research and education resource for the State and region. We are committed to being efficient and innovative in work that fulfills our mandate. So over the next five years IMNH will focus on making the benefits of our work known and available to all.

We will accomplish this through the following means:

- scholarship, exhibitions and educational programs
- partnerships and fundraising
- outreach, lectures and symposiums
- information technologies

IMNH today

The Idaho Museum of Natural History has never been just a storehouse of artifacts and exhibits. While it is indeed a steward of important artifact collections, it also is a research and education institution.

IMNH Director Herbert Maschner, Ph.D., successfully negotiated an affiliation with the Smithsonian. He negotiated MOUs with the National Park Service and the Smithsonian. He received over $1.4 million in grants and donations. He was inducted as a Fellow of the American Association for the Advancement of Science.

Curator Rick Williams, Ph.D., is one of the leaders in the development of The Consortium of Intermountain Region Herbaria (CIRH), which is seeking to "virtualize" herberia of the Intermountain West by putting 3 million plant specimens online. That will provide access to researchers globally.

Curator Leif Tapanila, Ph.D., recently received more than $200,000 from the National Science Foundation for the Alamo Impact Project, a study of a Devonian Period meteor impact event in southern Nevada. This project will study the effects of that event on geology and on invertebrate life. The IMNH will work on developing and designing the website for the project, and will do public outreach through teacher workshops and other activities.

The following are further examples of research projects in which IMNH is involved:

- New discoveries of ice-age fossil tracks and trackways at American Falls Reservoir will provide critical details about life on the Snake River Plain more than 20,000 years ago.

- A study of stable isotopes of small mammals as indicators of climate change on the Snake River Plain is using new technologies to analyze bones from archaeological sites as a measure of environmental changes so that we might better understand the global changes occurring today.

- Ecological and genetic studies of Rocky Mountain plant reproduction and ongoing additions of plant specimens from throughout the Rocky Mountain West to track plant biodiversity in the region.

- We are using archaeometric techniques to identify the sources of obsidian artifacts from southeastern Idaho's Wasden Site, and other sites across the region. Elemental composition of obsidian artifacts and the source flows from where the raw obsidian was collected, are helping us learn about Native American trade, migration and land use.

- Further investigation of Helicoprion sharks, found in the fossil beds of the modern mines in southern Idaho, is transforming understanding of the evolution of sharks. This rare species of shark is completely unknown in the modern oceans and is critical to our understanding of life in the Permian Period.

- Digitization of the Life Sciences Project, which is creating a new database structure; development of a digital-image library; and development of online visual keys to plants of the region. This will include online specimen records and images with capabilities to map distributions, produce dynamic species lists, and multi-entry keys to plants of the Intermountain West -- critical to all studies of landscape change and the effects of both people and climate on ecosystems.

- Equine Navicular Syndrome, an incurable lameness in modern horses traditionally thought to be caused by humans, has now been found ago in the fossil horses of Idaho dating to over 3.5 million years ago. This discovery is changing our views of this pathology in modern horses.

- Studies of the ancient invertebrates of Grand Staircase-Escalante National Monument are leading to new interpretations of environmental changes through comparisons between ancient ecosystems and the modern world.

IMNH-related research and education projects are being conducted by educators and scientists from around the world. These projects range from the Idaho Master Naturalist Program and studies of ice-age mammals of North America, to research on the global extinction of dinosaurs.

This caliber of scientific work by IMNH scientists, and the professional credentials of IMNH staff, attract and nurture professional networks and knowledge. This helps open doors, raise funding and enhance the stature of Idaho State University and the museum. We are currently enhancing the museum's professional and scientific stature by expanding the museum's collections and research activity in three key areas:

The **John A. White Paleontological Repository** houses the largest paleontological collections in Idaho. We are expanding these collections through extensive field research, and using these collections to assist the State of Idaho in meeting new US Government regulations concerning the discovery of paleontological resources on State and Federal lands.

The **Swanson Archaeological Repository** at the IMNH currently houses and preserves archaeological collections from southern and eastern Idaho that belong to state and federal agencies. This includes hundreds of boxes containing over 300,000 archaeological specimens. These collections are growing through active field research and contractual arrangement with a number of agencies. We are further expanding the existing Swanson Archaeological Repository to store collections for federal and state agencies outside of Idaho as well.

The **Ray J. Davis Herbarium**, with a collection of nearly 80,000 plants, is expanding through a consortium of regional herbaria through grants and cooperative agreements. Students and staff are actively collecting and processing plant specimens expanding our holdings, and making possible new studies of biodiversity and range management.

Collection efforts are substantial in all other areas of the museum as well. Active expansion in ethnography, mammalogy, herpetology, and geology are making the museum a stronger research and education institution, and enhancing our National and International reputation.

Guiding IMNH's future

Stakeholder groups will be central to our success over the next five years. The new **Executive Committee**, comprised of IMNH curators, is tasked with long-range planning, seeking consensus in key areas of management, and building a team approach to solving important management priorities, including budgets. **Friends of the Museum** is a community auxiliary to the museum with broad subscription membership from southern Idaho. The Friends will provide an organizing network, sponsor lectures, field trips and community events. The 16-member **Museum Advisory Committee** includes state legislators, bankers, philanthropists, mayors, and business and community leaders; it is our organizational and advisory leadership unit, providing opportunities to reach out across Idaho and the Nation.

Goals and objectives

FY 2013 -- 2018

Goal 1

A "virtual" museum

In this era of "virtual" participation in so many aspects of life, visiting a museum to benefit from its collections, exhibits and research no longer has to mean traveling to a brick-and-mortar facility many miles away. Today's Web-based multi-media communication channels — interactive websites, Web cams, blogs, HD video, YouTube, Facebook and such — make it possible to take classes or view exhibitions, collections and artifacts "virtually" from any Internet-connected device in the world. We intend to be part of this revolution by developing a "virtual museum."

Over the years, an amalgam of circumstances — museum closures due to renovations and remodeling, the challenge of preparing exhibitions that are relevant to K-12 curricula, strained school budgets, security concerns, testing mandated by federal "No Child Left Behind" legislation, the economy, rising fuel prices — has been chipping away at school districts' ability to accommodate student visits to the museum. In addition, high gasoline prices and Idaho's far-flung geography have impacted other IMNH constituents as well as students.

The virtual museum concept will help us mitigate these challenges. This strategy promises to make the benefits we offer more accessible than ever before.

A milestone in achieving this goal came in September 2010. The Idaho Museum of Natural History, Idaho State University Informatics Institute and the Canadian Museum of Civilization jointly received a $1 million grant from the National Science Foundation. This grant will bolster efforts to further develop an online, interactive "virtual museum" of northern animal bones. The title of the grant is "Virtual Zooarchaeology of the Arctic Project (VZAP): Phase II." Combined with an additional Technology Incentive Grant from the State Board of Education for $135,000, the NSF award will enable us to develop a virtual Idaho natural-history program — the foundation in developing a plan to provide online access to all of our collections for all of our audiences.

In 2012, a $600,000 gift from the Hitz Foundation, followed by a $300,000 award from the National Science Foundation, is continuing this effort to create a virtual museum.

Objective: Design, deploy and manage a "Virtual Museum"
We will accelerate development of a virtual museum that will use digital technology to make our collections, exhibitions and other resources available to learners, educators and researchers online and on demand.

Our virtual museum will be a key tool for overcoming the growing challenges involved in making physical visits to our gallery and activities. It will help spread awareness of and access to the benefits of our work, including research and educational programs.

We will strive to have the entire museum collection online and accessible from anywhere in the world, in the next five years. This will require considerable funding from outside resources. We will immediately begin writing grant proposals to U.S. government agencies and philanthropic foundations in order to begin implementation of the Virtual Museum.

Goal 2

Adequate staffing

The museum currently serves the entire State of Idaho — and to a degree the Intermountain West — with fewer than eight (8) full-time-equivalent (FTE) positions. We rely as well on five (5) part-time employees. In academic year 2012-2013, we had 24 student employees.

Until academic year 2008-2009, IMNH's functions and outreach were limited by inadequate staffing across divisions and in central administration. Efficient reorganization has provided positions necessary for expanded research and collections oversight.

Additional staff is required, however, because the needs and expectations of our expanding constituent base are evolving and expanding just as state funding is declining.

Objective: Additional museum professionals

To perform our expanding professional functions effectively, we will seek funding for additional staff according to the following priorities:

1. **Development officer** to help secure major financial gifts. This is the key missing link in the advancement of the IMNH.

2. An **information-technology specialist** to manage and maintain a database for the virtual museum; and to establish and maintain an interactive, multimedia IMNH Web presence. Currently funded by Idaho State University

3. An **exhibit design technician** to support our public-outreach mission and assist in delivering high-quality educational programs and exhibitions that reflect current best practices.

4. A **professional conservator** to ensure adequate care of collections.

5. **Professors** to work as curators and division leaders in each of the four IMNH divisions. Especially a Curator of Anthropology.

To achieve our immediate goals, we will propose to the State of Idaho an IMNH funding increase to hire a development officer. But we also fully recognize that we cannot "hire" our way to fulfillment of the museum's complete mission. So we will rely to a significant degree on an energized museum membership drive to gain access to essential human and financial resources. We also recognize that managing volunteer staff will require time and energy from full-time staff.

Goal 3

Upgrade collections functions

IMNH houses more than 500,000 natural and cultural objects. These irreplaceable items are central to our research, exhibitions and educational work. They must be properly prepared, inventoried, preserved and stored following current best practices.
As we become increasingly active in research, educational programs and exhibitions at locations beyond the museum building, we must deploy a secure internal system to track and manage our collections.

Objectives:

- We will purchase and deploy new storage systems that will help us make more efficient use of collections storage space. We will seek capital improvement funds to meet our storage and curation needs by implementing a $500,000 campaign for storage systems.

- The museum will update collection-management policies and procedure manuals. To do so, we have begun the process of hiring a new museum Registrar, who will be an experienced leader in museum regulations and best practices.

- We will complete development of a digital collections database for each division. To accomplish this, collections managers have begun training initiatives, and have been creating new database systems to enhance management of their collections. Implementation is in collaboration with the Informatics Research Institute at Idaho State University.

- We shall begin writing proposals to complete a conservation assessment of the museum, which will be done be a team of experts from other institutions. This will specifically define the conservation needs of our collections and make it possible to secure further grants to match those needs. Based on this assessment, we will create a conservation plan for each division.

Goal 4

Increase funding

Working through our regional Museum Advisory Committee, Friends of the Museum and other partners, we will be even more proactive in developing research grants, philanthropic and membership-based funding streams independent of State appropriations.

Objective: An endowment

Key to fulfilling and sustaining the museum's mission for the long term will be establishment of an endowment founded on one or more major philanthropic gifts. To accomplish this goal in an era of declining public funding for higher education will require the continuing services of a professional development officer.

We will employ a number of tactics: events, outreach, marketing and communication initiatives, and opportunities to name facilities after philanthropists who support our mission with major gifts.

Objective: Research and stewardship grants

Competitive research grants from entities such as the National Science Foundation are a major source of funding for every higher-education institution. Such funding helps fund not only scholarship, research and stewardship of collections, but it also helps fund staff positions, faculty, even equipment and operating costs. The Idaho Museum of Natural History must be competitive, energetic and entrepreneurial in identifying and pursuing appropriate opportunities. And we shall be.

Objective: A gift-funded travel and research fund

We will seek philanthropic support to establish and sustain a fund to support approved research projects that advance the museum's core functions.

Goal 5

Develop and support programs for K-12, higher-education and the general public

IMNH collections have been used for paleontological research leading to master's and doctoral degrees, and in scholarly research related to Doctor of Arts degrees.

Much of what we do, however, is for the benefit of K-12 education. Since 1990, more than 36,150 K-12 students have come through our doors. We also have long provided a number of popular, informal science-education programs that enrich learners of all ages and backgrounds — school and community groups, individuals and families alike — through direct experience with science.

Among these programs are:

Pint-Sized Science Academy, an early childhood science-learning opportunity

Science Trek, an overnight adventure at the museum for children in the third through fifth grades

Forays into the Field, a unique week-long science experience for young women in junior and senior high school; and

Science Saturdays, a special series of hands-on classes for elementary-age students.

We offer tools to educators through the Education Resources Center. We've also received significant extramural funding for innovative projects designed to get science resources to K-12 and university educators. Among these are online educational resources such as: "Digital Atlas," "Idaho Virtualization Lab," "Fossil Plot" and "Bridging the Natural Gap." The museum's local partnerships, as well as its associations with Idaho State University faculty and students, enable each group to be mutually supportive.

To sustain and build on these successes in a cost-effective manner, the museum must build infrastructure that enables planning for efficient and effective expansion of educational programs.

We hope that by more effectively aligning our exhibits and educational programs with Idaho's K-12 curriculum, we will improve the relevance of our work to the K-12 system. We see our "virtual museum" initiative doing a great deal to mitigate the access issues schools face today as well.

Personal visits will remain a cornerstone of the IMNH experience, so we are developing a long-term exhibit plan to ensure thematic continuity and regular rotations. An exhibition gallery that emphasizes research and education is a critical museum centerpiece.

Efforts are underway to bring parents and other adults back to the museum experience. An important obstacle to filling classes for adults is communicating the availability of adult classes for the public. Overcoming this will require a strong communications person and communications plan, based on efficient contemporary tactics and tools, to "get the word out." Through granting and fund-raising we will work towards the following objectives.

Objectives:

- Maintain on-site visitation by students at an average of 8,000 per year by including exhibits that are relevant to K-12 curricula; providing appropriate outdoor accommodations for classes and families; making classrooms more accessible to adult learners; equipping classrooms with computers, Smartboards, digital projectors, DVD players, conferencing capabilities and other learning tools.

- Establish a Career Path Internship Program for 10 students each summer
- Create graduate-student assistantships to aid in program development and delivery.
- Build an interactive, multimedia website to connect self-learners with a rich array of science-education resources and experiences.
- Develop a Museum Store business plan to ensure success of store activities, including coordination of educational programming, a successful museum E-Store, and effective sales of IMNH and other relevant publications.

Goal 6

Improve communications and marketing

The Idaho Museum of Natural History is mandated to serve all of Idaho, yet for a variety of reasons it can seem most closely associated with only one of Idaho's four-year higher education institutions — Idaho State University — and only one geographic region, southeastern Idaho. Geography explains much of that. Employing contemporary marketing and communications tools and tactics will help us strengthen our image and role as a statewide resource.

To raise the stature of our staff, our work and Idaho's museum — which will strengthen our case for research funding and philanthropic support — we will tell our story more effectively. That will require staff skilled in crafting and projecting communications that alert, inform and persuade targeted audiences. Key to meeting these objectives is the hiring of a development specialist; but in the meantime, we will begin many of these activities using a dedicated part-time staff of student employees.

Objectives:

- We will develop a media-relations strategy to generate positive publicity.
- The museum will improve two-way communications with K-12 educators to increase their awareness of the opportunities we offer, and our awareness of ways to make exhibitions and programs relevant to their needs.

- Implementation of a communications plan will be undertaken to raise general-public awareness of museum educational programs, leading to increased enrollment.
- We will offer online virtual tours of the museum and its exhibitions. Digital video technologies will be use to deliver lectures and workshops online.
- Partnerships will help us develop an interactive site where students can ask questions and receive authoritative answers.
- We will place IMNH news and feature stories on the IMNH website, in *ISU Magazine* and other channels, and we will publish a "viewbook" (print and digital) illustrating IMNH's work.
- A redesign of the IMNH website will include interactive and multimedia communication tools.
- An active social-media presence will be established to engage targeted audiences. Included will be YouTube videos featuring IMNH subject-matter experts and exhibits.
- IMNH staff will place exhibits at University Place in Idaho Falls, the Capitol building in Boise and other high-profile venues to raise awareness of and interest in the museum.
- We will evaluate resuming the IMNH publication series (Tebiwa, Miscellaneous and Occasional Papers) in peer-reviewed online formats.
- Our outreach will spotlight IMNH research news using internal and external multimedia channels.
- We will strive to raise the public profile of our staff by encouraging them to serve as conference presenters, guest speakers and lecturers, editors of publications, and officers of relevant associations.

Goal 7

A new museum building

In December 2010, we proudly reopened our renovated and revitalized exhibit area. It features a more welcoming and comfortable foyer, new and familiar displays, easier-to-read interpretive panels, improved lighting and a more open look and feel. . We debuted many exhibits, including ice-age animal mounts and an exhibit on how climate change on the Snake River Plain has affected its plant and animal life. The event attracted 500 visitors; since then the museum has received thousands of visits from K-12 students and the public.

We have maximized what can be done with the former library building we occupy on the Idaho State University campus. We cannot grow and expand our services to Idaho for the long term and remain in our current building.

Our operations are confined to 35,786 square feet as follows:

Basement: 15,337 sq. ft.
Main floor: 15,693 sq. ft.
Warehouse: 3,606 sq. ft.
Garden: 1,150 sq. ft.

Participation in one of our most popular and effective programs for children, the Science Trek sleepover program, provides an example of the impact our building is having on service to our constituents. Necessary remodeling has imposed space limitations that, in turn, hold participation to 120 children. Science Trek previously accommodated up to 150 children.

Meeting spaces also have been reduced so that classroom and auditorium capacity no longer permits comfortable seating for lectures and programs with more than approximately 25 people.

We have been resourceful and adaptable in making the best of our building, yet it has never been adequate for the work of a research- and exhibit-oriented public museum that must meet the expectations of constituents and stakeholders in the 21st century.

Obstacles the current building presents include the following:

- little or no room for expansion
- overcrowded collections areas
- security, environmental, pest-management and parking issues posed by sharing facilities with other campus operations
- lack of adequate storage for exhibits and educational materials

If the museum is to maximize its benefits to Idaho and focus increasingly on well-funded research, education and public engagement, a new building — constructed specifically for museum uses — is a necessary investment.

Objective: Plan a capital campaign for a new building

In partnership with our advisory and stakeholder groups, we will plan the launch of a multi-year capital campaign. The campaign would raise major financial gifts for construction, maintenance and operation of a museum-centered U.S. Green Building Council LEED-certified building to be located on the ISU campus.

Benchmarks and Performance Measures

In the following areas of museum operations, we shall target 10 percent increases per year in each year of this plan:

- philanthropic financial gifts
- research grants and other grants
- scientific publication
- public visitation
- enrollment in public programs

Performance Measures and Benchmarks FY 2008-2012

Performance Measure	FY 2009	FY 2010	FY 2011	FY 2012	FY 2013 Benchmarks	FY 2013 Performance
Number of People Served by the General Public Museum Programs	11,054	8,937 Reduction because of gallery closure	13,543	12,252	Increase 5%	12,980
Grant/Contract Revenue Received	$10,098	$208,736	$505,000	$650,000	Increase 5%	$1,600,000
Number of Exhibitions Developed	5	0	25	Completed 2 large exhibits	2 large exhibits	In progress
Number of Educational Programs	64	70	70	72	Maintain programs	65

Performance Measures FY 2012-2017 Based on New Goals

Performance Measure	FY 2013-2018 Benchmarks	FY 2013-18 Performance	FY 2013 Outcomes
Goal 1 A "virtual" museum	Active Solicitation of grants, foundation awards, and donations to create the Virtual Museum – approximately $250,000 per year.	Success in the active solicitation of the funds and the implementation of the Virtual Museum concept. 2012: write proposals 2013: database construction 2014: beta implementation	$600,000 donation
Goal 2 Adequate staffing	Propose to State of Idaho the funding and creation of an Information Technology Specialist	Active discussion towards the resolution of all staffing needs in Goal 2.	Met: Successfully implemented by Idaho State University
Goal 3 Upgrade collections functions	Seek Capital investment in adequate curation facilities, and in the storage of collections. State of Idaho, grants, foundations.	2012: Write 3 grants. Identify 10 potential donors. 2013: Review success of grants and write additional proposals. Move to ask stage with donors.	Not Met: Acquisitions of grants and donations were not successful.
Goal 4 Increase funding	Increasing Development activities in grants and donations.	At 10% per year.	Met
Goal 5 Develop and support programs for K-12, higher-education and the general public	Increase outreach and increase educational opportunities through new and exciting programs	At 10% per year.	Maintained 2012 levels with decreased funding.
Goal 6 Improve communications and marketing	Create new exhibits in other areas of the State. Create newsletters and other public information.	Create exhibits in Idaho Falls and Boise. Increase public participation and visitation by 10% per year.	Partially Met: working on traveling exhibits.
Goal 7 A new museum building	Form Capital committee for fund raising.	Create Capital Committee	Planned for 2013.

External Factors

All external factors are based in the success or failure of finding initiatives.

Moving forward

New leadership. New tools. A new vision of how we can give the people of Idaho an even greater return on their investment in science (STEM) education. These are stepping stones in our pathway through the final quarter of the museum's first century. The professors and community leaders who joined together during the Great Depression to establish this museum looked beyond the challenges of their day to the promise of tomorrow. Today, we commit to doing the same.

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 February 2013 Board meeting. Since that meeting, Board staff has received twenty-eight (28) permits from Boise State University, eight (8) permits from Idaho State University, twenty-two (22) 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 Page 3

BOARD ACTION

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

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APPROVED ALCOHOL SERVICE AT BOISE STATE UNIVERSITY February 2013 – April 2013

EVENT	LOCATION	Institution Sponsor	Outside Sponsor	DATE (S)
Distinguished Professor Reception	SUB	X		3/20/13, 4/2/13
BSU Athletics-Bronco Primetime	SSC	X		3/21/13, 4/18/13
International Business Economics Conference	Stueckle Sky Center (SSC)		X	2/7/13
Working Women's Symposium	Student Union Building (SUB)		X	2/15/12
Ambrose Auction Fundraiser	SSC		X	2/23/13
Ghost Hunters/Lecture	Morrison Center		X	3/1/13
Pilobolus/Dance	Morrison Center		X	3/2/13
America 40th Anniversary Tour/Concert	Morrison Center		X	3/3/13
Timberline Booster Club–Fundraiser	SSC		X	3/9/13
Arts & Humanities Lecture Series	SUB		X	3/12/13
USG Securock Roofing Tradeshow	SSC		X	3/13/13
The Terraces of Boise-Chip in For Boise	SSC		X	3/14/13
Parent Booster Club for Boise High School	SSC		X	3/16/13
Reception-Venture College	SSC		X	3/18/13
Copland & Piano/Concert	Morrison Center		X	3/23/13
Post Philharmonic Reception	Morrison Center		X	3/23/13
ID Human Rights Education Center Delegation Event	SUB		X	3/23/13
West Side Story/Broadway	Morrison Center		X	3/25/13, 3/25/13, 3/27/13,, 3/28/13
ID Dept of Transportation Meeting	SSC		X	3/25/13
U.S. Tennis Association Opening Dinner	SSC		X	4/3/13
Davis Cup Tennis	Taco Bell Arena		X	4/5/13, 4/6/13, 4/7/13
International Business Program Entrepreneurship Day	Towers Lot Tent		X	4/6/13

EVENT	LOCATION	Institution Sponsor	Outside Sponsor	DATE (S)
Wilson & McClelin Wedding	SSC		X	4/6/13
Samantha Wilson	SSC		X	4/6/13
Swan Lake/Ballet Idaho	Morrison Center		X	4/12/13, 4/13/13(2)
Post Ballet Reception	Morrison Center		X	4/13/13
Idaho Dance Theater– Spring Performance	SPEC		X	4/19/13, 4/20/13
Boise Philharmonic Reception	Morrison Center		X	4/20/13

APPROVED ALCOHOL SERVICE AT IDAHO STATE UNIVERSITY February 2013 – May 2013				
EVENT	**LOCATION**	**Institution Sponsor**	**Outside Sponsor**	**DATE (S)**
ISU Distinguished Alumnus Event	Stephens Performing Arts Center (SPAC)–Rotunda	X		2/14/13
ISU Foundation-Gen. A. Jordan Keynote Address-Reception	SPAC-Bennion Promenade	X		2/27/13
ISU Office of the President-Gem Legacy Dinner	SPAC	X		4/22/13
Office of Alumni Relations-Outstanding Student Awards	SPAC-Bennion Promenade	X		4/19/13
Division of Health Sciences-2013 Excellence Awards Reception	SPAC-Rotunda	X		5/10/13
IAS-ICE Conference	Rendezvous A-B-C		X	2/21/13
IAS-ICE Conference	SPAC-Rotunda		X	2/22/13
College of Education-Retirement Reception	SPAC-Rotunda		X	4/22/13

APPROVED ALCOHOL SERVICE AT UNIVERSITY OF IDAHO February 2013 – May 2013

EVENT	LOCATION	Institution Sponsor	Outside Sponsor	DATE (S)
Vandal Atmospheric Science Team (VAST) Reception & Auction	Prichard Art Gallery	X		2/8/13
Lionel Hampton Jazz Festival Volunteer Celebration	Prichard Art Gallery	X		2/20/13
Jazz Donor & Sponsor Reception	President's Residence	X		2/23/13
Business Plan Competition/Elevator Pitch Competition	ALB Gallery-1st Floor	X		2/26/13
Funded Investigators Reception	SUB-Ballroom	X		2/26/13
City & University Leadership Reception	President's Residence	X		2/28/13
State of the College-Engineering	Legacy Pointe-Idaho Water Center	X		3/7/13
College of Science Alumni Reception	Legacy Pointe-Idaho Water Center	X		3/15/13
Business Cocktail Etiquette	SUB-Gold Room	X		3/28/13
Borah Speaker Reception	President's Residence	X		4/3/13
Academy of Engineers and College Awards Dinner	SUB-Ballroom	X		4/11/13
Faculty Excellence Awards Reception and Dinner	SUB-Ballroom	X		4/15/13
Reception for CAAP Members	SUB-Ballroom	X		4/16/13
SBOE Reception and Dinner	Kibbie-Litehouse Center	X		4/17/13
CALS Ambassador Reunion Reception	Ag Biotech Interaction Ct	X		4/19/13
CALS Ambassadors & UI Dairy Club-Wine & Cheese Tasting	UI Ballroom	X		4/19/13
Annual Department of Physics Awards Banquet	SUB-Gold Room	X		4/22/13
Business Plan Competition Winner's Dinner	Kibbie-Litehouse Center	X		4/27/13
University Faculty and Staff Reception	President's Residence	X		5/3/13

EVENT	LOCATION	Institution Sponsor	Outside Sponsor	DATE (S)
E.O. Idaho Test Drive	Legacy Pointe-Idaho Water Center		X	2/27/13
Aranya Concert, Touring Bands from Portland	Prichard Art Gallery		X	3/30/13
Rocky Mountain Elk Foundation Annual Banquet	U of I		X	4/6/13

APPROVED ALCOHOL SERVICE AT Lewis-Clark State College April 2013				
EVENT	**LOCATION**	**Institution Sponsor**	**Outside Sponsor**	**DATE (S)**
23rd Annual Confluence Grate & Grain-a CAH Fundraiser	LCSC-415 Main Street, Lewiston	X		4/19/13

TAB	DESCRIPTION	ACTION
1	**AUDIT COMMITTEE CHARTER REVISION**	Motion to approve
2	**LCSC INTERNAL AUDIT UPDATE**	Information Item

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SUBJECT

Revision to Audit Committee Charter

APPLICABLE STATUTE, RULE OR POLICY

Idaho State Board of Education Bylaws, Section H.

BACKGROUND/DISCUSSION

The Audit Committee Charter provides that the Committee shall approve the termination of any institutional internal auditor, but it is silent on the hiring of any institutional internal auditor. Proposed amendments to the Committee charter would specify the institution president must confer with the Committee chair prior to hiring an internal audit manager.

IMPACT

The proposed amendment would allow the Committee to provide input to the hiring process and lets the internal audit manager know that the Audit Committee is involved.

STAFF COMMENTS AND RECOMMENDATIONS

Staff recommends approval.

ATTACHMENTS

Attachment 1 – Audit Committee Charter, revised Page 2

BOARD ACTION

I move to approve the amendment to the Audit Committee Charter as presented requiring institution presidents to confer with the Audit Committee chair prior to hiring an internal audit manager.

Moved by__________ Seconded by__________ Carried Yes_____ No_____

Oversight of Internal Audit Function

The internal audit department at each institution shall report functionally to the Committee with administrative reporting to the institution president. The charter for each internal audit function shall be approved by the Committee. Internal auditors shall have sufficient access to employees, property, and records of the institution to complete the internal audit plan approved by the Committee. The Committee shall review internal audit reports with the internal auditors and institution management. The internal audit report shall include significant findings, management's responses and all other such information as may be beneficial for the use of the Committee. Before hiring any new internal audit manager, the institution president shall confer with the Committee Chair. The Committee shall approve the termination of any institutional internal auditor
(See Appendix E.)

Oversight of Institution Reporting and Compliance

The Committee shall review with Institution management, as it deems necessary, the Institution's financial policies and procedures and the results of any review of these areas by the internal auditor or the auditing firm. The Committee shall inquire of Institution management, the auditing firm, and internal auditors about significant risks and uncertainties facing the Institutions and i) assess the steps Institution management has taken to minimize such risks and uncertainties and ii) review compliance with such steps.
The Committee shall review with the general counsel legal and regulatory matters that, in the opinion of management, may have a material impact on the financial statements and compliance with federal, state, and local laws and regulations.
The Committee shall review with Institution management and the auditing firm the auditing firm's reports on the Institution's financial statements, compliance audits and all related reports, information and auditing results. The management shall present the financial statements to the Committee and Board and provide detail and summary reports as appropriate. The auditing firm shall present to the Committee and Board its reports on the financial statements and compliance audits.
(See Appendix F.)

Other Duties and Responsibilities as Assigned by the Board

The Committee shall accept assignments from the Board in financial oversight of the Board's activities as directed by the Board from time to time. These assignments shall be allowed so long as the assignments do not conflict with the Committee's ability to maintain its independence.

SUBJECT

Update: Internal Audit Function at Lewis-Clark State College

APPLICABLE STATUTE, RULE OR POLICY

Idaho State Board of Education Bylaws, Section H.
Audit Committee Charter

BACKGROUND/DISCUSSION

One of the principal duties of the Audit Committee (Board Bylaws H.4.c.7), is to monitor the independence and performance of each organization's independent auditor and internal auditing department. The Audit Committee Charter requires the internal audit department at each institution to report functionally to the Committee with administrative reporting to the institution president.

IMPACT

The Audit Committee has discussed Lewis-Clark State College's internal audit function with College management. Concerns have been expressed by the Audit Committee that the College's controller, also acting as internal auditor, lacks necessary and appropriate independence. The Audit Committee has asked management to provide an update on the College's internal audit function to the full Board.

STAFF COMMENTS AND RECOMMENDATIONS

Staff has no comment or recommendation.

BOARD ACTION

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

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TAB	DESCRIPTION	ACTION
1	**AMENDMENT TO BOARD POLICY** Section II.H. – Coaching Personnel – Second Reading	Motion to approve
2	**AMENDMENT TO BOARD POLICY** Section I.N – Miscellaneous Provisions – First Reading	Motion to approve

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SUBJECT

Idaho State Board of Education Policy II.H. – second reading

REFERENCE

October 2012	Board approved 1st reading limiting multi-year coach contracts to not more than three years.
December 2012	Board deferred 2nd reading to February, 2013 meeting pending further edits
February 2013	Board approved 1st reading placing certain conditions on coach contracts, and revising the liquidated damages clause in the Model Coach Contract

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 (i.e. Board approval prior to effective date), 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.

In an effort to provide more definitive guidance to the institutions, the Board directed staff to bring proposed policy amendments forward for its consideration.

IMPACT

The proposed policy revisions would make the following changes:

- limit multi-year coach contracts to not more than three years, absent extraordinary circumstances
- all multi-year employment contracts require prior Board approval
- contracts must contain a liquidated damages clause provision in favor of the institution, applicable in the event that a coach terminates their contract for convenience, in an amount which is a reasonable approximation of damages which might be sustained if the contract is terminated
- contracts for one year and $150,000 or less do not need Board approval

ATTACHMENTS

STAFF COMMENTS AND RECOMMENDATIONS

The only change between first and second reading is removal of the phrase “and approved by the University (College)’s Board of (Regents or Trustees)” in sections 3.2.3 and 3.2.4 of the model contract (see Attachment 2, page 7).

These two sections relate to supplemental compensation. The historical practice has been that once the Board approves a coach contract, the determination of whether a coach receives supplemental compensation is at the discretion of the institution president.

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, and the Model Coach Contract, with all revisions as presented

Moved by____________ Seconded by_____________ Carried Yes____ No____

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. All such contracts must contain a liquidated damages clause provision in favor of the institution, applicable in the event that the coach or athletic director terminates the contract for convenience, in an amount which is a reasonable approximation of damages which might be sustained if the contract is terminated. 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 April 2013 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 and an annual salary of $150,000 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.

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.

(MODEL ATHLETICS CONTRACT)

EMPLOYMENT AGREEMENT

This Employment Agreement (Agreement) is entered into by and between ___________________ (University (College)), and ___________________ (Coach).

ARTICLE 1

1.1. Employment. Subject to the terms and conditions of this Agreement, the University (College) shall employ Coach as the head coach of its intercollegiate _(Sport)___ team (Team). Coach represents and warrants that Coach is fully qualified to serve, and is available for employment, in this capacity.

1.2. Reporting Relationship. Coach shall report and be responsible directly to the University (College)'s 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 of the Team, provided that Coach's compensation and benefits shall not be affected by any such reassignment, except that the opportunity to earn supplemental compensation as provided in sections 3.2.1 through _(Depending on supplemental pay provisions used)____ 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 ________ 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 $__________ per year, payable in biweekly installments in accordance with normal University (College) procedures, and such salary increases as may be determined appropriate by the Director and President and approved by the University (College)'s Board of _(Regents or Trustees)_____ ;

b) The opportunity to receive such employee benefits as the University (College) provides generally to non-faculty exempt employees; and

c) The opportunity to receive such employee benefits as the University (College)'s Department of Athletics (Department) provides generally to its employees of a comparable level. Coach hereby agrees to abide by the terms and conditions, as now existing or hereafter amended, of such employee benefits.

3.2 Supplemental Compensation

3.2.1. Each year the Team is the conference champion or co-champion and also becomes eligible for a _(bowl game pursuant to NCAA Division I guidelines or post-season tournament or post-season playoffs)__, and if Coach continues to be employed as University (College)'s head ___(Sport)__ coach as of the ensuing July 1st, the University (College) shall pay to Coach supplemental compensation in an amount equal to ___(amount or computation)__ of Coach's Annual Salary during the fiscal year in which the championship and _(bowl or other post-season)_ eligibility are achieved. The University (College) shall determine the appropriate manner in which it shall pay Coach any such supplemental compensation.

3.2.2 Each year the Team is ranked in the top 25 in the _(national rankings, such as final ESPN/USA Today coaches poll of Division IA football teams)_ , and if Coach continues to be employed as University (College)'s head __(Sport)__ coach as of the ensuing July 1st, the University (College) shall pay Coach supplemental compensation in an amount equal to _(amount or computation)____ of Coach's Annual

Salary in effect on the date of the final poll. The University (College) shall determine the appropriate manner in which it shall pay Coach any such supplemental compensation.

3.2.3 Each year Coach shall be eligible to receive supplemental compensation in an amount up to _(amount or computation)__ based on the academic achievement and behavior of Team members. The determination of whether Coach will receive such supplemental compensation and the timing of the payment(s) shall be at the discretion of the President in consultation with the Director~~ and approved by the University (College)'s Board of _(Regents or Trustees)_____~~. The determination shall be based on the following factors: grade point averages; difficulty of major course of study; honors such as scholarships, designation as Academic All-American, and conference academic recognition; progress toward graduation for all athletes, but particularly those who entered the University (College) as academically at-risk students; the conduct of Team members on the University (College) campus, at authorized University (College) activities, in the community, and elsewhere. Any such supplemental compensation paid to Coach shall be accompanied with a detailed justification for the supplemental compensation based on the factors listed above and such justification shall be separately reported to the Board of _(Regents or Trustees) as a document available to the public under the Idaho Public Records Act.

3.2.4 Each year Coach shall be eligible to receive supplemental compensation in an amount up to __(amount or computation)____ based on the overall development of the intercollegiate (men's/women's) _(Sport)__ program; ticket sales; fundraising; outreach by Coach to various constituency groups, including University (College) students, staff, faculty, alumni and boosters; and any other factors the President wishes to consider. The determination of whether Coach will receive such supplemental compensation and the timing of the payment(s) shall be at the discretion of the President in consultation with the Director~~ and approved by the University (College)'s Board of _(Regents or Trustees)_____~~.

3.2.5 The Coach shall receive the sum of _(amount or computation)_ from the University (College) or the University (College)'s designated media outlet(s) or a combination thereof each year during the term of this Agreement in compensation for participation in media programs and public appearances (Programs). Coach's right to receive such a payment shall vest on the date of the Team's last regular season or post-season competition, whichever occurs later. This sum shall be paid (terms or conditions of payment)_____ . Agreements requiring the Coach to participate in Programs related to his duties as an employee of University (College) are the property of the University (College). The University (College) shall have the exclusive right to negotiate and contract with all producers of media productions and all parties desiring public appearances by the Coach. Coach agrees to cooperate with the University (College) in order for the Programs to be successful and agrees to provide his services to and perform on the Programs and to cooperate in their production, broadcasting, and telecasting. It is understood that neither Coach nor any assistant coaches shall appear without the prior written approval of the Director on any competing radio or television program (including but not limited to a coach's show, call-in show, or interview show) or a regularly scheduled news segment, except that this prohibition shall not apply to routine news media interviews for which no compensation is received. Without the prior written approval of the Director, Coach shall not appear in any commercial endorsements which are broadcast on radio or television that conflict with those broadcast on the University (College)'s designated media outlets.

3.2.6 **(SUMMER CAMP—OPERATED BY UNIVERSITY (COLLEGE))** Coach agrees that the University (College) has the exclusive right to operate youth (Sport)__ camps on its campus using University (College) facilities. The University (College) shall allow Coach the opportunity to earn supplemental compensation by assisting with the University (College)'s camps in Coach's capacity as a University (College) employee. Coach hereby agrees to assist in the marketing, supervision, and general administration of the University (College)'s football camps. Coach also agrees that Coach will perform all obligations mutually agreed upon by the parties. In exchange for Coach's participation in the University (College)'s summer football camps, the University (College) shall pay Coach _(amount)__ per year as supplemental compensation during each year of his employment as head _(Sport)_ coach at the University (College). This amount shall be paid __(terms of payment)_____ .

(SUMMER CAMP—OPERATED BY COACH) Coach may operate a summer youth _(Sport)__ camp at the University (College) under the following conditions:

a) The summer youth camp operation reflects positively on the University (College) and the Department;

b) The summer youth camp is operated by Coach directly or through a private enterprise owned and managed by Coach. The Coach shall not use University (College) personnel, equipment, or facilities without the prior written approval of the Director;

c) Assistant coaches at the University (College) are given priority when the Coach or the private enterprise selects coaches to participate;

d) The Coach complies with all NCAA (NAIA), Conference, and University (College) rules and regulations related, directly or indirectly, to the operation of summer youth camps;

e) The Coach or the private enterprise enters into a contract with University (College) and __________ (campus concessionaire) for all campus goods and services required by the camp.

f) The Coach or private enterprise pays for use of University (College) facilities including the __________ .

g) Within thirty days of the last day of the summer youth camp(s), Coach shall submit to the Director a preliminary "Camp Summary Sheet" containing financial and other information related to the operation of the camp. Within ninety days of the last day of the summer youth camp(s), Coach shall submit to Director a final accounting and "Camp Summary Sheet." A copy of the "Camp Summary Sheet" is attached to this Agreement as an exhibit.

h) The Coach or the private enterprise shall provide proof of liability insurance as follows: (1) liability coverage: spectator and staff--$1 million; (2) catastrophic coverage: camper and staff--$1 million maximum coverage with $100 deductible;

i) To the extent permitted by law, the Coach or the private enterprise shall defend and indemnify the University (College) against any claims, damages, or liabilities arising out of the operation of the summer youth camp(s)

j) All employees of the summer youth camp(s) shall be employees of the Coach or the private enterprise and not the University (College) while engaged in camp activities. The Coach and all other University (College) employees involved in the operation of the camp(s) shall be on annual leave status or leave without pay during the days the camp is in operation. The Coach or private enterprise shall provide workers' compensation insurance in accordance with Idaho law and comply in all respects with all federal and state wage and hour laws

In the event of termination of this Agreement, suspension, or reassignment, University (College) shall not be under any obligation to permit a summer youth camp to be held by the Coach after the effective date of such termination, suspension, or reassignment, and the University (College) shall be released from all obligations relating thereto.

3.2.7 Coach agrees that the University (College) has the exclusive right to select footwear, apparel and/or equipment for the use of its student-athletes and staff, including Coach, during official practices and games and during times when Coach or the Team is being filmed by motion picture or video camera or posing for photographs in their capacity as representatives of University (College). Coach recognizes that the University (College) is negotiating or has entered into an agreement with (Company Name) to supply the University (College) with athletic footwear, apparel and/or equipment. Coach agrees that, upon the University (College)'s reasonable request, Coach will consult with appropriate parties concerning an ___(Company Name) product's design or performance, shall act as an instructor at a clinic sponsored in whole or in part by __(Company Name)__, or give a lecture at an event sponsored in whole or in part by ___(Company Name)___, or make other educationally-related appearances as may be reasonably requested by the University (College). Notwithstanding the foregoing sentence, Coach shall retain the right to decline such appearances as Coach reasonably determines to conflict with or hinder his duties and obligations as head __(Sport)__ coach. In order to avoid entering into an agreement with a competitor of ___(Company Name)___, Coach shall submit all outside consulting agreements to the University (College) for review and approval prior to execution. Coach shall also report such outside income to the University (College) in accordance with NCAA (or NAIA) rules. Coach further agrees that Coach will not endorse any athletic footwear, apparel and/or equipment products, including _(Company Name), and will not participate in any messages or promotional appearances which contain a comparative or qualitative description of athletic footwear, apparel or equipment products.

3.3 General Conditions of Compensation. All compensation provided by the University (College) to Coach 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 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)__ conference of which the University (College) is a member.

4.2 Outside Activities. Coach shall not undertake any business, professional or personal activities, or pursuits that would prevent Coach from devoting Coach's full time and best efforts to the performance of Coach's duties under this Agreement, that would otherwise detract from those duties in any manner, or that, in the opinion of the University (College), would reflect adversely upon the University (College) or its athletic program. Subject to the terms and conditions of this Agreement, Coach may, with the prior written approval of the Director, who may consult with the President, enter into separate arrangements for outside activities and endorsements which are consistent with Coach's obligations under this Agreement. Coach may not use the University (College)'s name, logos, or trademarks in connection with any such arrangements without the prior written approval of the Director and the President.

4.3 NCAA (or NAIA) Rules. In accordance with NCAA (or NAIA) rules, Coach shall obtain prior written approval from the University (College)'s President for all athletically related income and benefits from sources outside the University (College) and shall report the source and amount of all such income and benefits to the University (College)'s President whenever reasonably requested, but in no event less than annually before the close of business on June 30th of each year or the last regular University (College) work day preceding June 30th. The report shall be in a format reasonably satisfactory to University (College). In no event shall Coach accept or receive directly or indirectly any monies, benefits, or gratuities whatsoever from any person, association, corporation, University (College) booster club, University (College) alumni association, University (College) foundation, or other benefactor, if the acceptance or receipt of the monies, benefits, or gratuities would violate applicable law or the policies, rules, and regulations of the University (College), the University (College)'s governing board, the conference, or the NCAA (or NAIA).

4.4 Hiring Authority. Coach shall have the responsibility and the sole authority to recommend to the Director the hiring and termination of assistant coaches for the

Team, but the decision to hire or terminate an assistant coach shall be made by the Director and shall, when necessary or appropriate, be subject to the approval of President and the University (College)'s Board of _(Trustees or Regents)__.

4.5 Scheduling. Coach shall consult with, and may make recommendations to, the Director or the Director's designee with respect to the scheduling of Team competitions, but the final decision shall be made by the Director or the Director's designee.

4.7 Other Coaching Opportunities. Coach shall not, under any circumstances, interview for, negotiate for, or accept employment as a coach at any other institution of higher education or with any professional sports team, requiring performance of duties prior to the expiration of this Agreement, without the prior approval of the Director. Such approval shall not unreasonably be withheld.

ARTICLE 5

5.1 Termination of Coach for Cause. The University (College) may, in its discretion, suspend Coach from some or all of Coach's duties, temporarily or permanently, and with or without pay; reassign Coach to other duties; or terminate this Agreement at any time for good or adequate cause, as those terms are defined in applicable rules and regulations.

5.1.1 In addition to the definitions contained in applicable rules and regulations, University (College) and Coach hereby specifically agree that the following shall constitute good or adequate cause for suspension, reassignment, or termination of this Agreement:

a) A deliberate or major violation of Coach's duties under this agreement or the refusal or unwillingness of Coach to perform such duties in good faith and to the best of Coach's abilities;

b) The failure of Coach to remedy any violation of any of the terms of this agreement within 30 days after written notice from the University (College);

c) A deliberate or major violation by Coach of any applicable law or the policies, rules or regulations of the University (College), the University (College)'s 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; 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 if Coach knew or should have known of the violation and could have prevented it by ordinary supervision.

5.1.2 Suspension, reassignment, or termination for good or adequate cause shall be effectuated by the University (College) as follows: before the effective date of the suspension, reassignment, or termination, the Director or his designee shall provide Coach with notice, which notice shall be accomplished in the manner provided for in this Agreement and shall include the reason(s) for the contemplated action. Coach shall then have an opportunity to respond. After Coach responds or fails to respond, University (College) shall notify Coach whether, and if so when, the action will be effective.

5.1.3 In the event of any termination for good or adequate cause, the University (College)'s obligation to provide compensation and benefits to Coach, whether direct, indirect, supplemental or collateral, shall cease as of the date of such termination, and the University (College) shall not be liable for the loss of any collateral business opportunities or other benefits, perquisites, or income resulting from outside activities or from any other sources.

5.1.4 If found in violation of NCAA (NAIA) regulations, Coach shall, in addition to the provisions of Section 5.1, be subject to disciplinary or corrective action as set forth in the provisions of the NCAA (NAIA) enforcement procedures. This section applies to violations occurring at the University (College) or at previous institutions at which the Coach was employed.

5.2 Termination of Coach for Convenience of University (College).

5.2.1 At any time after commencement of this Agreement, University (College), for its own convenience, may terminate this Agreement by giving ten (10) days prior written notice to Coach.

5.2.2 In the event that University (College) terminates this Agreement for its own convenience, University (College) shall be obligated to pay Coach, as liquidated damages and not a penalty, the salary set forth in section 3.1.1(a), excluding all deductions required by law, on the regular paydays of University (College) until the term of this Agreement ends; provided, however, in the event Coach obtains other employment of any kind or nature after such termination, then the amount of compensation the University pays will be adjusted and reduced by the amount of compensation paid Coach as a result of such other employment, such adjusted compensation to be calculated for each University pay-period by reducing the gross salary set forth in section 3.1.1(a) (before deductions required by law) by the gross compensation paid to Coach under the other employment, then subtracting from this adjusted gross compensation deduction according to law. In addition, Coach will be entitled to continue his health insurance plan and group life insurance as if he remained a University (College) employee until the term of this Agreement ends or until Coach obtains employment or any other employment providing Coach with a reasonably comparable health plan and group life insurance, whichever occurs first. Coach shall be entitled to no other compensation or fringe benefits, except as otherwise provided herein or required by law. Coach specifically agrees to inform University within ten business days of obtaining other employment, and to advise University of all relevant terms of such employment, including without limitation the nature and location of employment, salary, other compensation, health insurance benefits, life insurance benefits, and other fringe benefits. Failure to so inform and advise University shall constitute a material breach of this Agreement and University's obligation to pay compensation under this provision shall end. Coach agrees not to accept employment for compensation at less than the fair value of Coach's services, as determined by all circumstances existing at the time of employment. Coach further agrees to repay to University all compensation paid to him by University after the date he obtains other employment, to which he is not entitled under this provision.

5.2.3 The parties have both been represented by legal counsel in the contract negotiations and have bargained for and agreed to the foregoing liquidated damages provision, giving consideration to the fact that the Coach may lose certain benefits, supplemental compensation, or outside compensation relating to his employment with University (College), which damages are extremely difficult to determine with certainty. The parties further agree that the payment of such liquidated damages by University (College) and the acceptance thereof by Coach shall constitute adequate and reasonable compensation to Coach for the damages and injury suffered by Coach because of such termination by University (College). The liquidated damages are not, and shall not be construed to be, a penalty.

5.3 Termination by Coach for Convenience.

5.3.1 The Coach recognizes that his 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 he shall pay to the University (College), as liquidated damages and not a penalty, ~~for the breach of this Agreement~~ the following sum: ~~(a) if the Agreement is terminated on or before ___________, the sum of $30,000.00; (b) if the Agreement is terminated between _________ and ___________ inclusive, the sum of $20,000.00; (c) if the Agreement is terminated between ______________ and _____________ inclusive, the sum of $10,000.00~~ __________________. The liquidated damages shall be due and payable within twenty (20) days of the effective date of the termination, and any unpaid amount shall bear simple interest at a rate eight (8) percent per annum until paid.

5.3.4 The parties have both been represented by legal counsel in the contract negotiations and have bargained for and agreed to the foregoing liquidated damages provision, giving consideration to the fact that the University (College) will incur administrative and recruiting costs in obtaining a replacement for Coach, in addition to potentially increased compensation costs if Coach terminates this Agreement for convenience, which damages are extremely difficult to determine with certainty. The parties further agree that the payment of such liquidated damages by Coach and the acceptance thereof by University (College) shall constitute adequate and reasonable compensation to University (College) for the damages and injury suffered by it because of such termination by Coach. The liquidated damages are not, and shall not be construed to be, a penalty. This section 5.3.4 shall not apply if Coach terminates this Agreement because of a material breach by the University (College).

5.3.5 Except as provide elsewhere in this Agreement, if Coach terminates this Agreement for convenience, he shall forfeit to the extent permitted by law his right to receive all supplemental compensation and other payments.

5.4 Termination due to Disability or Death of Coach.

5.4.1 Notwithstanding any other provision of this Agreement, this Agreement shall terminate automatically if Coach becomes totally or permanently disabled as defined by the University (College)'s 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 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 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 __________ 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 (College): Director of Athletics
____
____

with a copy to: President
____
____

the Coach: __________________
Last known address on file with
University (College)'s Human Resource Services

Any notice shall be deemed to have been given on the earlier of: (a) actual delivery or refusal to accept delivery, (b) the date of mailing by certified mail, or (c) the day facsimile delivery is verified. Actual notice, however and from whomever received, shall always be effective.

6.11 Headings. The headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation hereof.

6.12 Binding Effect. This Agreement is for the benefit only of the parties hereto and shall inure to the benefit of and bind the parties and their respective heirs, legal representatives, successors and assigns.

6.13 Non-Use of Names and Trademarks. The Coach 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. 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) COACH

______________________________ ______________________________
, President Date Date

Approved by the Board of _(Regents or Trustees)_ on the ____ day of ____________ , 2010.

SUBJECT

Board policy I.N. – Miscellaneous Provisions

REFERENCE

February 2010	Board approved second reading of I.N. regarding timely submission and payment of honorariums and reimbursements

APPLICABLE STATUTES, RULE OR POLICY

Idaho State Board of Education Governing Policies & Procedures, Section I.N.
Idaho Code §33-104
Idaho Code §59-509(h)

BACKGROUND / DISCUSSION

Idaho Code sections 33-104 and 59-509(h) provides that Board members shall receive $50 for each day spent in the actual performance of duties. The Office has historically paid partial honorariums of $25 per day when Board members perform official duties for less than four hours on a given day, but Code is silent with regard to proration of the daily rate.

IMPACT

The proposed amendments would codify the current practice of prorating honorarium payments.

ATTACHMENTS

Attachment 1 – Section I.N. – first reading Page 3

STAFF COMMENTS AND RECOMMENDATIONS

During the last legislative audit of the Office of the State Board of Education, the auditors made a recommendation, as part of an audit update, "that the Office comply with Idaho Code, Section 59-509(h) by compensating board members the full daily honorarium when official duties are performed." This was one of two informal recommendations which the auditors stated "could improve internal control, compliance, and efficiency." There were no formal findings or recommendations in the final audit report.

The issue of prorating honorarium is not a case of first impression. Other agencies with governing or oversight boards or commissions have also had to make a determination on how to handle payment of honorarium for a partial day spent in the actual performance of duties. In reviewing the matter with Board counsel, the recommendation was to clarify Board policy so in the future the Office can point auditors to a Board-approved policy and process.

BOARD ACTION

I move to approve the first reading of proposed amendments to Board policy section I.N., Miscellaneous Provisions, with all revisions as presented.

Moved by____________ Seconded by_____________ Carried Yes____ No____

Honorarium and Reimbursement for Actual and Necessary Expenses

State Board members, Public Charter School commissioners, and staff of either entity shall submit claims for ~~honoraria and~~ reimbursement for actual and necessary expenses in the fiscal year in which they were incurred. Board members and commissioners shall be entitled to an honorarium in the amount of $50 per day when performing official duties, provided that if less than four (4) hours is spent on official duties, the honorarium will be $25. Board members and commissioners shall submit claims for honorarium compensation as provided in section 59-509(h), Idaho Code. ~~Likewise, all liabilities relating to said~~ ~~c~~Claims shall be ~~satisfied~~ submitted and paid in the fiscal year in which they were incurred. Claims ~~which are~~ not submitted in accordance with this policy ~~will~~ may be denied.

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TAB	DESCRIPTION	ACTION
1	**INTERCOLLEGIATE ATHLETICS** FY 2014 Athletics General Fund Limits	Motion to approve
2	**FY 2015 BUDGET REQUEST PROCESS GUIDELINES**	Motion to approve
3	**FY 2014 APPROPRIATIONS**	Motions to approve
4	**AMENDMENT TO BOARD POLICY** Section V.B. – Budget Policies - First Reading	Motion to approve
5	**AMENDMENT TO BOARD POLICY** Section V.F. - Bonds and Other Indebtedness - First Reading	Motion to approve
6	**BOISE STATE UNIVERSITY** Employee Dependent Fee Program	Motion to approve
7	**BOISE STATE UNIVERSITY** Planning and Design of Fine Arts Building	Motion to approve
8	**BOISE STATE UNIVERSITY** Acquisition of University Christian Church Property	Motion to approve
9	**BOISE STATE UNIVERSITY** Authorization for Issuance of 2013 General Revenue Project and Refunding Bonds	Motion to approve
10	**IDAHO STATE UNIVERSITY** Employee Dependent Fee Program	Motion to approve
11	**IDAHO STATE UNIVERSITY** ISU Bengal Pharmacy	Information item

TAB	DESCRIPTION	ACTION
12	**UNIVERSITY OF IDAHO** Authorization for Issuance of 2013 General Revenue Project and Refunding Bonds	Motion to approve
13	**LEWIS-CLARK STATE COLLEGE** Clearwater Hall Refinancing	Motion to approve

SUBJECT

FY 2014 Athletics Limits

REFERENCE

August 2012	Board approved second reading of new section V.X. Intercollegiate Athletics which set athletics and gender equity limits

APPLICABLE STATUTES, RULE OR POLICY

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

BACKGROUND/DISCUSSION

Board Policy V.X. clarifies “sources of funds” and “gender equity” as defined terms, requires an annual gender equity report, and requires Board approval of all annual limits on athletics expenditures. The General Fund appropriation is used for the purpose of calculating the limit on State General Funds for the athletics program as a whole and funds used for gender equity. For the purpose of computing the limit on Institutional Funds, the policy uses the rate of change of total Appropriated Funds as the calculator.

Funds allocated and used by athletics are limited as follows:

a. State General Funds –

i. The limit for State General Funds shall be allocated in two categories: General Funds used for athletics and General Funds used to comply with Title IX (gender equity).

ii. FY 2013 vs. FY 2014 General Fund limits:

	FY 2013	FY 2014
1) General Funds for Athletics:		
a) Universities	$2,424,400	$2,515,800
b) Lewis-Clark State College	$ 901,300	$ 935,300
2) General Funds for Gender Equity:		
a) Boise State University	$1,069,372	$1,109,700
b) Idaho State University	$ 707,700	$ 734,400
c) University of Idaho	$ 926,660	$ 961,600
d) Lewis-Clark State College	$ 0	$ 0

iii. The methodology for computing the limits for both categories of State General Funds shall be to calculate the rate of change for the next fiscal year ongoing State General Funds compared to the ongoing State General Funds in the current fiscal year, and then apply the rate of change to both limits approved by the Board in the previous year. Such limits shall be approved annually by the Board.

b. Institutional funds –

i. FY 2013 vs. FY 2014 limits:

	FY 2013	FY 2014
1) Boise State University	$ 386,100	$406,400
2) Idaho State University	$ 540,400	$568,900
3) University of Idaho	$ 772,100	$812,800
4) Lewis-Clark State College	$ 154,300	$162,400

ii. The methodology for computing the limits for Institutional Funds shall be to calculate the rate of change for the next fiscal year ongoing Appropriated Funds compared to the ongoing Appropriated Funds in the current fiscal year, and then apply the rate of change to the limit approved by the Board in the previous year. Such limits shall be approved annually by the Board. For purposes of this paragraph, “Appropriated Funds” means all funds appropriated by the Legislature to the institutions, including but not limited to, State General Funds, endowment funds, and appropriated tuition and fees.

IMPACT

General Funds Limit

The recommended FY 2014 General Funds limit shown in Attachment 1, lines 28-31 (columns f and g) represents a 3.77% increase as shown on line 9 under the “JFAC Action FY14” column.

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

Institutional Funds Limit

The institutional fund limits, as shown in Attachment 1, lines 14-21, represents a 5.27% increase as shown on line 8 under the “JFAC Action FY14” column.

ATTACHMENTS

Attachment 1 – FY 2014 Athletics Limits Page 3

STAFF COMMENTS AND RECOMMENDATIONS

Staff recommends approval of the limits as recommended.

BOARD ACTION

I move to approve the FY 2014 athletics limits for General Funds as listed on Attachment 1 lines 28-31 and the FY 2014 athletics limits for institutional funds as listed on Attachment 1 lines 14-21.

Moved by____________ Seconded by_____________ Carried Yes____ No____

State Board of Education

Intercollegiate Athletics Support Limits

Calculation of Limits:	FY07	FY08	FY09	FY10	FY11	FY12	FY13	JFAC Action FY14
Appropriated Funds:								
Appropriation Allocation:								
General Funds	243,726,400	259,296,600	276,181,100	243,278,100	217,510,800	208,237,100	227,950,500	236,543,600
Endowment	7,624,800	7,851,500	8,595,000	9,616,400	9,616,400	9,616,600	9,927,400	10,729,200
Student Fee Revenue	119,823,900	124,329,300	127,108,700	133,651,800	146,341,600	177,262,700	202,268,900	216,048,800
Total Appropriated Funds	371,175,100	391,477,400	411,884,800	386,546,300	373,468,800	395,116,400	440,146,800	463,321,600
% Growth: Appropriated Funds	12.28%	5.47%	5.21%	-6.15%	-3.38%	5.80%	11.40%	5.27%
% Growth: General Funds	9.12%	6.39%	6.51%	-11.91%	-10.59%	-4.26%	9.47%	3.77%
% Growth: Student Fees		3.76%	2.24%	5.15%	9.49%	21.13%	14.11%	6.81%
Institutional Funds:								
Limits:								
Boise State University	344,500	363,300	382,200	358,700	346,600	346,600	386,100	406,400
% Growth from Prior Year	12.29%	5.46%	5.20%	-6.15%	-3.37%	0.00%	11.40%	5.26%
Idaho State University	482,100	508,500	535,000	502,100	485,100	485,100	540,400	568,900
% Growth from Prior Year	12.27%	5.48%	5.21%	-6.15%	-3.39%	0.00%	11.40%	5.27%
University of Idaho	688,800	726,500	764,400	717,400	693,100	693,100	772,100	812,800
% Growth from Prior Year	12.27%	5.47%	5.22%	-6.15%	-3.39%	0.00%	11.40%	5.27%
Lewis-Clark State College	137,800	145,300	152,900	143,500	138,600	138,500	154,300	162,400
% Growth from Prior Year	12.31%	5.44%	5.23%	-6.15%	-3.41%	-0.07%	11.41%	5.25%

General Fund Limit Detail	**(a)**	**(b)**	**(a x 3.77%) (d)**	**(b x 3.77%) (e)**	**(a + d) (f)**	**(b + e) (g)**
	FY 2013 General Account Limits		**FY 2014 General Account Limits**			
	FY13 G.F.	**FY13 G.E.**	**G.F. Increase**	**G.E. Increase**	**FY14 G.F.**	**FY14 G.E.**
Boise State University	2,424,400	1,069,372	91,400	40,300	2,515,800	1,109,700
Idaho State University	2,424,400	707,700	91,400	26,700	2,515,800	734,400
University of Idaho	2,424,400	926,660	91,400	34,900	2,515,800	961,600
Lewis-Clark State College	901,300	0	34,000	0	935,300	0
Total	8,174,500	2,703,732	308,200	101,900	8,482,700	2,805,700

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SUBJECT

Discussion of FY 2015 Budget Request Process (Line Items)

APPLICABLE STATUTE, RULE, OR POLICY

Idaho State Board of Education Governing Policies & Procedures Policy, Section V.B.1.

BACKGROUND/ DISCUSSION

Board-approved budget requests for FY 2015 must be submitted to the executive and legislative branches [Division of Financial Management (DFM) and Legislative Services Office (LSO)] on September 3, 2013. To meet this deadline, the Board has established a process for developing agency and institutional requests. The first step is the establishment of line item request guidelines at the April Board meeting. These line item requests are then submitted to the Board for approval at its June meeting. The final budget request including line items and maintenance of current operations items is then approved in August. As indicated, budget requests are developed in two parts as directed by the DFM Budget Development Manual: maintenance of current operations (MCO) items and line items.

MCO requests are calculated using state budget guidelines and Board policy. The Board's budget request guidelines have historically focused upon the development of line item requests, capital budget requests, special one-time requests (if any), and the timeframe for presenting and approving these requests.

A MCO request includes funding for Change in Employee Compensation (CEC) or other personnel cost increases, inflationary increases for operating expenses (including utilities), and central state agency cost areas (Treasurer, Controller, etc.). These items are calculated using rates established by DFM. Other MCO items include external non-discretionary adjustments such as enrollment workload adjustment (EWA) and health education contract adjustments.

An MCO budget is considered the minimum to maintain operations while line items are funded for new or expanded programs, occupancy costs, and other initiatives deemed important by the Board, institution/agency, Legislature or Governor.

The capital building budget request is a separate process with funding provided by the Permanent Building Fund. Agencies and institutions seek funding for major capital projects and major maintenance projects through that process.

STAFF COMMENTS AND RECOMMENDATIONS

Under current economic conditions, it is estimated that state funding will continue to grow at a slow pace. While the increase in FY 2014 state appropriations was very helpful, a true MCO budget which fully funds CEC, health benefits, inflation, replacement capital and EWA would be a significant step in reinvesting in higher education.

Staff also recommends the following line item categories for the college and universities:
Systemwide

- Complete College Idaho initiatives
- Performance-based Funding
- Deferred Maintenance

Institution-level

- Institution Specific Initiatives (up to two)

The first three categories could be requested at the Systemwide level. Each institution could submit up to two (2) line item requests at the institutional level. This would provide the Governor and Legislature statewide Board priority initiatives and institution specific enhancements.

Complete College Idaho was the first priority of the Board in FY 2014.

Deferred maintenance has been a concern with the backlog of repair projects in the tens of millions at each institution. Staff and the institutions are examining the feasibility of engaging a firm to define, review and prioritize each institution's respective deferred maintenance inventories. An objective analysis would be important in order to bring a solid proposal to the Joint Finance Appropriations Committee and the Governor. It is hoped that this review would be completed in time for the next Legislative Session.

The information included in the final budget request must include supporting documentation enough to enable the Board, Division of Financial Management, and the Legislative Budget Office to make an informed decision.

BOARD ACTION

I move to direct the college and universities to use the following categories to develop FY 2015 Line Item budget requests:

1. Complete College Idaho (CCI) initiatives
2. Performance-based Funding
3. Deferred Maintenance
4. Institution Specific Initiatives (up to two)

Moved by____________ Seconded by_______________ Carried Yes____ No____

SUBJECT

FY 2014 Appropriation Information – Institutions and Agencies of the State Board of Education

APPLICABLE STATUTE, RULE, OR POLICY

Idaho State Board of Education Governing Policies & Procedures, Section V.B.
Various Legislative Appropriation Bills

BACKGROUND/ DISCUSSION

The 2013 Legislature has passed appropriation bills for the agencies and institutions of the Board.

The table on tab 3a page 3 lists the FY 2014 appropriation bills related to the State Board of Education.

IMPACT

Appropriation bills provide funding and spending authority for the agencies and institutions of the State Board of Education allowing them to offer programs and services to Idaho's citizens.

ATTACHMENTS

Attachment 1 – FY 2014 Appropriations List Page 3

STAFF COMMENTS

Staff comments and recommendations are included for each specific institution and agency allocation.

BOARD ACTION

Motions are included for each specific institution and agency allocation.

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ATTACHMENT 1

State Board of Education
FY 2014 Appropriations of Interest to Institutions and Agencies

	General Fund	% Δ From FY 2013	Total Fund
College and Universities	$236,543,600	3.8%	$465,902,000
Community Colleges	30,226,600	8.9%	30,837,600
Agricultural Research & Extension Service	24,422,700	3.5%	24,474,700
Health Education Programs	10,558,800	4.3%	11,518,000
Special Programs	8,965,500	2.9%	10,688,300
Agencies			
Office of the State Board of Education	2,411,500	11.6%	5,408,700
Professional-Technical Education	48,957,400	1.4%	58,738,300
Public Broadcasting System	1,826,800	15.1%	7,935,200
Vocational Rehabilitation, Division	7,304,000	(2.7%)	23,122,700
State Department of Education (Superintendent of Public Instruction)	8,290,000	0.2%	35,671,900

Statewide Issues

Permanent Building Fund: Major Capital Projects	
Idaho State University: Meridian Anatomy Lab	$1,957,300
University of Idaho: Integrated Research and Innovation Center	$2,500,000
Deferred Maintenance:	
Boise State University	$3,750,000
Idaho State University	$3,750,000
University of Idaho	$3,750,000
Lewis-Clark State College	$1,250,000

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SUBJECT

FY 2014 College and Universities Appropriation Allocation

APPLICABLE STATUTE, RULE, OR POLICY

Idaho State Board of Education Governing Policies & Procedures, Sections V.C.1.d. and V.S.
Senate Bill 1186 (2013)

BACKGROUND/DISCUSSION

The legislature appropriates to the State Board of Education and the Board of Regents monies for the general education programs at Boise State University (BSU), Idaho State University (ISU), University of Idaho (UI), Lewis-Clark State College (LCSC), and system-wide needs. The Board allocates the appropriation to the four institutions based on legislative intent and Board Policy, Section V.S.

According to Board policy, the allocation is made in the following order: 1) each institution shall be allocated its prior year base; 2) funds for the Enrollment Workload Adjustment; 3) funds for new occupancy costs; 4) funding of special allocations; and 5) a general allocation based on proportionate share to total budget request.

IMPACT

This action allocates the FY 2014 College and Universities lump-sum appropriation to the institutions for general education programs, and system-wide needs. These funds allocated along with revenue generated from potential fee increases will establish the operating budgets for the general education program for FY 2014. The allocation for FY 2014 is shown on page 5. The FY 2014 appropriation includes ongoing base funding for health insurance increases, Enrollment Workload Adjustment (EWA), and occupancy costs. The EWA includes the full $3.6M (line 32) requested per the EWA formula in Board policy. The Legislature also appropriated an additional $1.365M (line 33) “to be allocated … towards enrollment workload adjustment costs.”

After much deliberation, Business and Human Resources Committee (BAHR) determined that the EWA formula should be held inviolate. As such, BAHR recommends allocating the $3.6M for EWA consistent with the request allocation. Funding equity has become a perennial legislative and budget issue in part because EWA has not been consistently funded by the Legislature. However, BAHR feels strongly that manipulating the EWA formula would set a bad precedent and only exacerbate unfunded EWA balances for some institutions.

At the same time, BAHR also recognized that: (1) enrollment shifts attendant to the opening of the College of Western Idaho (CWI) are starting to work through BSU’s EWA three-year rolling average to the detriment of BSU; and (2) BSU experienced strong enrollment growth in FY 2010 – 2012 at a time when EWA was not funded. Therefore, BAHR believes it is necessary and appropriate to allocate the entire $1.365M EWA “plus-up” to BSU.

The appropriation bill included a section of legislative intent stating that "It is the responsibility of the State Board of Education to allocate funding appropriated in this act toward achieving an equitable distribution among the college and universities."

Last year, in response to the Office of Performance Evaluation (OPE) report on funding equity, Board staff and the institutions developed and agreed to a methodology for defining and calculating funding equity. In short, the methodology isolates funding for "Instruction" from all other "General Operations" and then quantifies how much funding would be needed to reach equality for instructional costs among the institutions. Attachment 3 shows the FY 2014 funding equity line item request was based on the goal of "equalizing" instructional funding to LCSC's funding per weighted student credit hour rate. Alternatively, "equalizing" instructional funding to UI's funding per weighted student credit hour rate was also considered. Some BAHR members thought the UI rate (line 78) made more sense because LCSC's smaller enrollment has a larger impact on its cost per credit hour. However, the Board ultimately approved a budget request pegged at LCSC's rate (line 77) because the resultant dollar amount ($9.5M) was closer to the unfunded EWA balance.

Now that the Legislature has provided additional funding for enrollment costs, the BAHR Committee recommends that funding equity should be calculated using the UI cost per credit hour rate as the benchmark. Using this approach, when the $1.365M of EWA plus-up is allocated entirely to BSU, the funding equity amounts on Attachment 3, line 78 would be as follows: BSU $1.3M, ISU $1.1M, UI $0, LCSC $0. BAHR finds that this is a reasonable allocation towards achieving an equitable distribution and moving the institutions closer to equity.

As a next step, BAHR will work on developing an acceptable variance or tolerance range for the funding per weighted student credit hour rate. A variance will allow the Board and the institutions to acknowledge that achieving exact equality in instructional funding each and every year is impracticable. BAHR will bring a proposed variance to the Board at a later date for approval.

ATTACHMENTS

STAFF COMMENTS

Staff recommends approval of the FY 2014 College and Universities allocation as presented in Attachment 3.

BOARD ACTION

I move to approve the allocation of the FY 2014 appropriation for Boise State University, Idaho State University, University of Idaho, Lewis-Clark State College, and system-wide needs, as presented on Tab 3b, Page 5, and to declare the allocation equitable.

Moved by__________ Seconded by__________ Carried Yes_____ No_____

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FY 2014 College and University Allocation
Based on JFAC Action
March 7, 2013

	Appropriation:	FY13 Appr	FY14 Appr	% Chge	Sys Needs:	FY13 Appr	FY14 Appr
2	**General Educ Approp: Bill No. S1186**				HERC	1,424,600	1,435,500
3	General Account	227,950,500	236,543,600	3.77%	Innovation	942,600	942,600
4	Endowment Funds	9,927,400	10,729,200	8.08%	Sys Nds	140,000	140,000
5	ARRA Funds	0	0		IGEM	2,010,900	2,000,000
6	Total Gen Acct & Endow Funds	237,877,900	247,272,800	3.95%	Total	4,518,100	4,518,100
7	Student Fees/Misc Revenue	208,484,300	218,629,200	4.87%			
8	One-time Student Fees:						
9	Total Gen Educ Approp	446,362,200	465,902,000	4.38%			
10							
11							

12	Allocation:	BSU	ISU	UI	LCSC	SYS-WIDE	TOTAL
13	FY13 General Account	74,104,600	61,799,700	74,736,200	12,791,900	4,518,100	227,950,500
14	FY13 ARRA Funds (one-time)	0	0	0	0	0	0
15	FY13 Endowment Funds	0	2,125,600	6,466,800	1,335,000	0	9,927,400
16	Remove one-time CAES funds	0	0	0	0	0	0
17	Base Rescission	0	0	0	0	0	0
18	Base Reduction	0	0	0	0	0	0
19	Restore Health Insurance Holiday	0	0	0	0	0	0
20	**FY14 Budget Base**	74,104,600	63,925,300	81,203,000	14,126,900	4,518,100	237,877,900
21	% Base Change	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
22							
23	**Additional Funding for FY14:**						
24	MCO Adjustments:						
25	Personnel Benefits	293,700	392,000	365,600	90,800		1,142,100
26	Inflation including Library B&P	0	0	95,400	0		95,400
27	Replacement Items: One-Time	0	0	0	0		0
28	CEC @ 2.0%	0	0	0	0		0
29	Endowment Fund Adjustments	0	89,100	579,700	0		668,800
29	Nonstandard Adjustments:						
30	Risk Mgmt/Controller/Treasurer	(15,400)	8,300	(900)	(11,400)		(19,400)
31	External Nonstandard Adjustments:						
32	Enrollment Workload Adjustment (EWA)	(88,000)	1,791,700	1,341,500	589,400		3,634,600
33	EWA Surplus	1,365,400	0	0	0		1,365,400
34	Line Items						
35	Occupancy Costs	1,650,000	562,000	296,000	0		2,508,000
36							
37	Total Addl Funding	3,205,700	2,843,100	2,677,300	668,800	0	9,394,900
38							
39	**FY14 Gen Acct & Endow Allocation**	77,310,300	66,768,400	83,880,300	14,795,700	4,518,100	247,272,800
40	% Change From FY13 Adjusted Budget Base	4.33%	4.45%	3.30%	4.73%	0.00%	3.95%
41	% Change From FY13 Original Approp	4.33%	8.04%	12.24%	15.66%		
42							
43	FY14 Estimated Student Fee Revenue	76,835,300	56,194,300	73,098,200	12,501,400	0	218,629,200
44							
45	FY14 Operating Budget	154,145,600	122,962,700	156,978,500	27,297,100	4,518,100	465,902,000
46							

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STATEMENT OF PURPOSE

RS22290

This is the FY 2014 appropriation to the State Board of Education for College and Universities in the amount of $465,902,000. This appropriation includes benefit cost increases, inflationary increases with dedicated funds, one-time replacement items with dedicated funds, a decrease in statewide cost allocation, $5,000,000 of ongoing General Funds for enrollment increases, and increases in endowment funds. There is one line item funded in this appropriation that provides 11.49 FTP and $2,508,000 ongoing General Funds for occupancy costs (maintenance, custodial, utility, security) for eight facilities on the campuses of Boise State University, Idaho State University, and the University of Idaho. This appropriation results in a 3.8% increase on the General Fund

FISCAL NOTE

	FTP	Gen	Ded	Fed	Total
FY 2013 Original Appropriation	3,938.98	227,950,500	218,411,700	0	446,362,200
Reappropriation	0.00	0	84,971,900	0	84,971,900
FY 2013 Total Appropriation	3,938.98	227,950,500	303,383,600	0	531,334,100
Noncognizable Funds and Transfers	81.16	0	18,129,600	0	18,129,600
FY 2013 Estimated Expenditures	4,020.14	227,950,500	321,513,200	0	549,463,700
Removal of One-Time Expenditures	0.00	0	(95,537,000)	0	(95,537,000)
Base Adjustments	0.00	0	0	0	0
FY 2014 Base	4,020.14	227,950,500	225,976,200	0	453,926,700
Benefit Costs	0.00	1,104,500	754,300	0	1,858,800
Inflationary Adjustments	0.00	0	1,373,600	0	1,373,600
Replacement Items	0.00	0	585,500	0	585,500
Statewide Cost Allocation	0.00	(19,400)	0	0	(19,400)
Change in Employee Compensation	0.00	0	0	0	0
Nondiscretionary Adjustments	0.00	5,000,000	0	0	5,000,000
Endowment Adjustments	0.00	0	668,800	0	668,800
FY 2014 Program Maintenance	4,020.14	234,035,600	229,358,400	0	463,394,000
1. Funding Equity - BSU, ISU, UI	0.00	0	0	0	0
2. Complete College Id-Systemwide	0.00	0	0	0	0
3. Performance Funding - Systemwide	0.00	0	0	0	0
4. Occupancy Costs - BSU, ISU, UI	11.49	2,508,000	0	0	2,508,000
5. Biomedical Research - BSU	0.00	0	0	0	0
6. Anatomy/Physiology Lab - ISU	0.00	0	0	0	0
7. College of Law - 2nd Yr Boise (UI)	0.00	0	0	0	0
8. Complete College Idaho - LCSC	0.00	0	0	0	0
9. HERC/EPSCoR Increase	0.00	0	0	0	0
Budget Law Exceptions	0.00	0	0	0	0
FY 2014 Total	4,031.63	236,543,600	229,358,400	0	465,902,000
Chg from FY 2013 Orig Approp	92.65	8,593,100	10,946,700	0	19,539,800
% Chg from FY 2013 Orig Approp.	2.4%	3.8%	5.0%	0.0%	4.4%

LEGISLATURE OF THE STATE OF IDAHO

Sixty-second Legislature First Regular Session - 2013

IN THE SENATE

SENATE BILL NO. 1186

BY FINANCE COMMITTEE

AN ACT

APPROPRIATING MONEYS TO THE STATE BOARD OF EDUCATION AND THE BOARD OF REGENTS OF THE UNIVERSITY OF IDAHO FOR COLLEGE AND UNIVERSITIES AND THE OFFICE OF THE STATE BOARD OF EDUCATION FOR FISCAL YEAR 2014; PROVIDING GUIDANCE FOR EMPLOYEE COMPENSATION; PROVIDING NON-GENERAL FUND REAPPROPRIATION; PROVIDING LEGISLATIVE INTENT FOR SYSTEMWIDE NEEDS; PROVIDING LEGISLATIVE INTENT FOR UNIVERSITY RESEARCH; PROVIDING LEGISLATIVE INTENT FOR THE USE OF GENERAL FUNDS; PROVIDING LEGISLATIVE INTENT ON THE ALLOCATION OF FUNDS; AND EXEMPTING APPROPRIATION OBJECT AND PROGRAM TRANSFER LIMITATIONS.

Be It Enacted by the Legislature of the State of Idaho:

SECTION 1. There is hereby appropriated to the State Board of Education and the Board of Regents of the University of Idaho for college and universities, and the Office of the State Board of Education, the following amounts to be expended according to the designated programs and expense classes, from the listed funds for the period July 1, 2013, through June 30, 2014:

	FOR PERSONNEL COSTS	FOR OPERATING EXPENDITURES	FOR CAPITAL OUTLAY	FOR TRUSTEE AND BENEFIT PAYMENTS	TOTAL
I. BOISE STATE UNIVERSITY:					
FROM:					
General Fund	$64,506,300	$7,680,800	$3,757,800		$75,944,900
Unrestricted Fund	58,015,700	17,931,000	888,600		76,835,300
TOTAL	$122,522,000	$25,611,800	$4,646,400		$152,780,200
II. IDAHO STATE UNIVERSITY:					
FROM:					
General Fund	$63,254,100	$1,286,500			$64,540,600
Charitable Institutions Endowment Income Fund	892,800				892,800
Normal School Endowment Income Fund	1,335,000				1,335,000

	FOR PERSONNEL COSTS	FOR OPERATING EXPENDITURES	FOR CAPITAL OUTLAY	FOR TRUSTEE AND BENEFIT PAYMENTS	TOTAL
Unrestricted Fund	29,069,100	20,764,500	$6,360,700		56,194,300
TOTAL	$94,551,000	$22,051,000	$6,360,700		$122,962,700
III. UNIVERSITY OF IDAHO:					
FROM:					
General Fund	$66,880,700	$6,299,100	$3,534,100		$76,713,900
Agricultural College Endowment Income Fund	690,000	47,400	229,800		967,200
Scientific School Endowment Income Fund	2,489,300		849,100		3,338,400
University Endowment Income Fund	2,007,100	186,800	666,900		2,860,800
Unrestricted Fund	38,635,800	33,659,700	802,700		73,098,200
TOTAL	$110,702,900	$40,193,000	$6,082,600		$156,978,500
IV. LEWIS-CLARK STATE COLLEGE:					
FROM:					
General Fund	$11,733,800	$1,292,900	$434,000		$13,460,700
Normal School Endowment Income Fund		1,335,000			1,335,000
Unrestricted Fund	9,552,400	2,949,000	0		12,501,400
TOTAL	$21,286,200	$5,576,900	$434,000		$27,297,100
V. SYSTEMWIDE:					
FROM:					
General Fund	$1,365,400	$1,085,100		$3,433,000	$5,883,500
GRAND TOTAL	$350,427,500	$94,517,800	$17,523,700	$3,433,000	$465,902,000

SECTION 2. EMPLOYEE COMPENSATION. The Legislature finds that investing in state employee compensation should remain a high priority even in tough economic times, and therefore strongly encourages agency directors, institution executives and the Division of Financial Management to approve the use of salary savings to provide either one-time or ongoing merit increases for deserving employees, and also target employees who are below policy compensation. Such salary savings could result from turnover and attrition, or be the result of innovation and reorganization efforts that create savings. Such savings should be reinvested in employees. Institutions are cautioned to use one-time funding for one-time payments and ongoing funding for permanent pay increases.

SECTION 3. NON-GENERAL FUND REAPPROPRIATION AUTHORITY. There is hereby reappropriated to the State Board of Education and the Board of Regents of the University of Idaho for college and universities any unexpended and unencumbered balances of moneys categorized as dedicated funds appropriated for fiscal year 2013, to be used for nonrecurring expenditures, for the period July 1, 2013, through June 30, 2014.

SECTION 4. LEGISLATIVE INTENT. It is the intent of the Legislature that of the amount appropriated from the General Fund in Section 1, Subsection V. of this act, the following amounts may be used as follows: (1) An amount not to exceed $140,000 may be used by the Office of the State Board of Education for systemwide needs; (2) An amount of approximately $1,435,500 may be used for the mission and goals of the Higher Education Research Council as outlined in State Board of Education policy III.W., which includes awards for infrastructure, matching grants, and competitive grants through the Idaho Incubation Fund program; and (3) An amount not to exceed $942,600 may be used by the State Board of Education for instructional projects designed to foster innovative learning approaches using technology, to promote accountability and information transfer throughout the higher education system including longitudinal student-level data and program/course transferability, and to promote the Idaho Electronic Campus.

SECTION 5. LEGISLATIVE INTENT. It is the intent of the Legislature that of the amount appropriated from the General Fund in Section 1, Subsection V. of this act, up to $2,000,000 may be awarded for competitive state university research under the direction of the Higher Education Research Council to support the goals of the Idaho Global Entrepreneurial Mission (IGEM) University Research Initiative. These funds are envisioned as seed funding for strengthening Idaho's future by strategically investing in the development of expertise, products, and services that result in state economic growth. Selected project proposals are expected to exhibit high potential for near term technology transfer to the private sector. The State Board of Education shall establish guidelines for submission, review, approval, and project reporting requirements. It is the intent of the Legislature that the State Board of Education shall report to the Joint Finance-Appropriations Committee no later than February 1, 2014 regarding the allocation and use of funds through the Systemwide Program.

SECTION 6. LEGISLATIVE INTENT. It is the intent of the Legislature that of the amount appropriated from the General Fund in Section 1, Subsection V. of this act, $1,365,400 of ongoing funds shall be allocated by the State Board of Education towards enrollment workload adjustment costs.

SECTION 7. LEGISLATIVE INTENT. It is the responsibility of the State Board of Education to allocate funding appropriated in this act toward achieving an equitable distribution among the college and universities.

SECTION 8. EXEMPTIONS FROM OBJECT AND PROGRAM TRANSFER LIMITATIONS. For fiscal year 2014, the State Board of Education and the Board of Regents of the University of Idaho for college and universities is hereby exempted from the provisions of Section 67-3511(1), (2) and (3), Idaho Code, allowing unlimited transfers between object codes and between programs, for all moneys appropriated to it for the period July 1, 2013, through June 30, 2014. Legislative appropriations shall not be transferred from one fund to another fund unless expressly approved by the Legislature.

BAHR Funding Equity Model - (uses FY 2007 Equity Settlement as base)

EWA value set at FY07 level using 33% of General Funds, then switched to 67% in FY09 per Board Policy

A	B	C	D	E	F	G	H
			BSU	**ISU**	**UI**	**LCSC**	**Total**
1		FY07 GF Approp (ongoing)	$75,070,300	$65,353,800	$87,824,700	$12,362,600	$240,611,400
2							
3		FY07 Actual EWA WSCH (note A)	723,172	575,732	602,188	103,401	2,004,493
4	$36.69	FY07 "Instruction" per EWA value	$26,533,164	$21,123,609	$22,094,282	$3,793,776	$73,544,867
5	(1 - 4)	FY07 General Operations	$48,537,136	$44,230,191	$65,730,418	$8,568,824	$167,066,533
6							
7		FY08 GF Approp (ongoing)	$80,170,800	$70,235,000	$92,273,700	$13,502,100	$256,181,600
8		EWA Change to "Instruction"	$0	$0	$0	$0	$0
9	(7 - 8)	Non-EWA GF Approp	$80,170,800	$70,235,000	$92,273,700	$13,502,100	$256,181,600
10	(9 ÷ 1)	% Change from prior year approp	6.7943%	7.4689%	5.0658%	9.2173%	6.4711%
11	(10 x 4)	State Changes to "Instruction"	$1,802,742	$1,577,698	$1,119,246	$349,684	$4,849,371
12	(4 + 11)	FY08 "Instruction"	$28,335,907	$22,701,307	$23,213,528	$4,143,460	$78,394,238
13	(7 -1 - 11)	State Changes to General Ops	$3,297,758	$3,303,502	$3,329,754	$789,816	$10,720,829
14	(5 + 13)	FY08 General Operations	$51,834,893	$47,533,693	$69,060,172	$9,358,640	$177,787,362
15		FY08 Actual EWA WSCH (note A)	756,523	576,591	586,815	105,725	2,025,655
16	(12 ÷ 15)	FY08 Instruction per WSCH	$37.46	$39.37	$39.56	$39.19	$38.70
17							
18	Transition from 33% to 67% EWA Value: 2.03 multiplier						
19	(12 x 2.03)	FY08 "Instruction"	$57,521,890	$46,083,653	$47,123,462	$8,411,224	$159,140,229
20	(14 ÷ 2.03)	FY08 General Operations	$22,648,910	$24,151,347	$45,150,238	$5,090,876	$97,041,371
21		FY08 Total Ongoing State Funds	$80,170,800	$70,235,000	$92,273,700	$13,502,100	$256,181,600
22			$76.03	$79.92	$80.30	$79.56	$78.56
23							
24		FY09 GF Approp (ongoing)	$87,587,000	$74,418,200	$95,959,300	$15,101,600	$273,066,100
25		EWA Change to "Instruction"	$424,700	$0	$2,500	($27,900)	$399,300
26	(24 - 25)	Non-EWA GF Approp	$87,162,300	$74,418,200	$95,956,800	$15,129,500	$272,666,800
27	(26 ÷ 7)	% Change from prior year approp	8.7208%	5.9560%	3.9915%	12.0529%	6.4350%
28	(19 x 27)	State Changes to "Instruction"	$5,016,344	$2,744,745	$1,880,931	$1,013,800	$10,655,820
29	(19+25+28)	FY09 "Instruction"	$62,962,934	$48,828,398	$49,006,893	$9,397,124	$170,195,349
30	(30 - 20)	State Changes to General Ops	$1,975,156	$1,438,455	$1,802,169	$613,600	$5,829,380
31	(24 - 29)	FY09 General Operations	$24,624,066	$25,589,802	$46,952,407	$5,704,476	$102,870,751
32		FY09 Actual EWA WSCH (note A)	799,542	614,133	576,322	104,528	2,094,525
33	(28 ÷ 32)	FY09 Instruction per WSCH	$78.75	$79.51	$85.03	$89.90	$81.26
34							
35		FY10 GF Approp (ongoing)	$78,352,400	$65,809,500	$82,748,000	$13,467,500	$240,377,400
36		EWA Change to "Instruction"	$467,600	$0	($272,400)	$170,900	$366,100
37	(35 - 36)	Non-EWA GF Approp	$77,884,800	$65,809,500	$83,020,400	$13,296,600	$240,011,300
38	(37 ÷ 24)	% Change from prior year approp	-11.0772%	-11.5680%	-13.4837%	-11.9524%	-12.1051%
39	(38 x 29)	State Changes to "Instruction"	($6,974,539)	($5,648,471)	($6,607,961)	($1,123,180)	($20,354,150)
40	(29+36+39)	FY10 "Instruction"	$56,455,995	$43,179,927	$42,126,532	$8,444,844	$150,207,299
41	(35-24-39)	State Changes to General Ops	($2,260,061)	($2,960,229)	($6,603,339)	($510,920)	($12,334,550)
42	(35 - 40)	FY10 General Operations	$21,896,405	$22,629,573	$40,621,468	$5,022,656	$90,170,101
43		FY10 Actual EWA WSCH (note A)	867,568	648,435	597,757	120,076	2,233,836
44	(40 ÷ 43)	FY10 Instruction per WSCH	$65.07	$66.59	$70.47	$70.33	$67.24
45							
46		FY11 GF Approp (ongoing)	$70,116,300	$59,071,300	$73,576,700	$12,019,800	$214,784,100
47		EWA Change to "Instruction"	$0	$0	($706,300)	$0	($706,300)
48	(46 - 47)	Non-EWA GF Approp	$70,116,300	$59,071,300	$74,283,000	$12,019,800	$215,490,400
49	(48 ÷ 35)	% Change from prior year approp	-10.5116%	-10.2389%	-10.2299%	-10.7496%	-10.3533%
50	(49 x 40)	State Changes to "Instruction"	($5,934,435)	($4,421,170)	($4,309,483)	($907,786)	($15,572,873)
51	(40+47+50)	FY11 "Instruction"	$50,521,560	$38,758,757	$37,110,749	$7,537,059	$133,928,125
52	(46-35-50)	State Changes to General Ops	($2,301,665)	($2,317,030)	($4,861,817)	($539,914)	($10,020,427)
53	(46 - 51)	FY11 General Operations	$19,594,740	$20,312,543	$36,465,951	$4,482,741	$80,855,975
54		FY11 Actual EWA WSCH	917,144	679,467	613,588	120,854	2,331,052
55	(51 ÷ 54)	FY11 Instruction per WSCH	$55.09	$57.04	$60.48	$62.37	$57.45
56							
57		FY12 GF Approp (ongoing)	$67,101,400	$56,619,800	$70,477,000	$11,520,800	$205,719,000
58		EWA Change to "Instruction"	$0	$0	$0	$0	$0
59	(57 - 58)	Non-EWA GF Approp	$67,101,400	$56,619,800	$70,477,000	$11,520,800	$205,719,000
60	(59 ÷ 46)	% Change from prior year approp	-4.2999%	-4.1501%	-4.2129%	-4.1515%	-4.2206%
61	(60 x 51)	State Changes to "Instruction"	($2,172,354)	($1,608,515)	($1,563,432)	($312,900)	($5,657,202)
62	(51+58+61)	FY12 "Instruction"	$48,349,205	$37,150,242	$35,547,317	$7,224,159	$128,270,923
63	(57-46-61)	State Changes to General Ops	($842,546)	($842,985)	($1,536,268)	($186,100)	($3,407,898)
64	(57 - 62)	FY12 General Operations	$18,752,195	$19,469,558	$34,929,683	$4,296,641	$77,448,077
65		FY12 Actual EWA WSCH	894,063	704,890	636,639	135,326	2,370,918
66	(62 ÷ 65)	FY12 Instruction per WSCH	$54.08	$52.70	$55.84	$53.38	$54.10
67	Use col. H/r66	FY12 Instruction $s to change to FY12 average	$21,203	$985,580	($1,103,996)	$97,213	$0
68	Use col. F/r66	FY12 Instruction $s to change to FY12 max	$1,571,598	$2,207,930	$0	$331,882	$4,111,411
69	Note A: WSCH corrected after removing CIP code 30 emphasis for BSU and LCSC retroactive to FY 2007						
70	Adjustment for future EWA (3-yr ave) related to FY12 actual hours						
71		FY13 Actual EWA	3,512,100	1,924,200	870,500	348,400	6,655,200
72		FY14 EWA Request	(283,900)	1,639,100	1,343,400	590,200	3,288,800
73		FY15 EWA Request	(507,400)	558,900	506,700	318,100	876,300
74		Adjusted Instruction	$51,070,005	$41,272,442	$38,267,917	$8,480,859	139,091,223
75		Adjusted Per WSCH	$57.12	$58.55	$60.11	$62.67	$58.67
76	Use col. H/r66	FY12 Instruction $s to change to FY12 average	$1,380,691	$80,329	($919,128)	($541,892)	$1,461,020
77	Use col. F/r66	FY12 Instruction $s to change to LCSC	$4,960,831	$2,902,955	$1,630,196	$0	$9,493,982
78	Use col. F/r66	FY12 Instruction $s to change to UI	$2,671,468	$1,097,993	$0	($346,519)	$3,769,460

SUBJECT

Community Colleges FY 2014 Appropriation Allocation

APPLICABLE STATUTE, RULE, OR POLICY

Senate Bill 1188 (2013)

BACKGROUND/DISCUSSION

The Legislature makes an annual appropriation to the State Board of Education for community college support. The allocation to the colleges includes the current year (FY 2013) base allocation plus each college's respective share in any annual budget adjustments according to the normal budgeting process.

IMPACT

This action allocates the FY 2014 Community Colleges appropriation to the institutions. The funds allocated along with revenue generated from other non-appropriated sources will establish the operating budgets. The FY 2014 Allocation, shown on Tab 3c, page 3, consists of the lump-sum appropriation.

The FY 2014 appropriation includes ongoing base funding for health insurance increases, Enrollment Workload Adjustment (EWA), and occupancy costs. Also included are line item enhancements for additional nursing positions at College of Southern Idaho, funding for the Ensuring Student Success initiative at College of Western Idaho, and funding for Dual Credit Region 1 at North Idaho College.

ATTACHMENTS

Attachment 1 – FY 2014 CC Appropriations Allocation	Page 3
Attachment 2 – Appropriation Bill (S1188)	Page 5

STAFF COMMENTS AND RECOMMENDATIONS

Staff recommends approval of the FY 2014 Community College allocation.

BOARD ACTION

I move to approve the allocation of the FY 2014 appropriation for the College of Southern Idaho, College of Western Idaho and North Idaho College, as presented on Tab 3d, Page 3.

Moved by__________ Seconded by__________ Carried Yes_____ No_____

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Idaho Community Colleges
FY 2014 Appropriation Allocation
7-Mar-13

S1188 (2013)

		CSI	CWI	NIC	Total
1	FY 13 Total Appropriation				
2	General Funds	11,544,300	6,528,400	9,677,200	27,749,900
3	Dedicated Funds	200,000	200,000	200,000	600,000
4	Total FY13 Total Appropriation	11,744,300	6,728,400	9,877,200	28,349,900
5					-
6	FY 14 Base				-
7	General Funds	11,544,300	6,528,400	9,677,200	27,749,900
8	Dedicated Funds	200,000	200,000	200,000	600,000
9	Total FY 14 Base	11,744,300	6,728,400	9,877,200	28,349,900
10					-
11	FY 14 Maintenance				-
12	General Funds	11,698,200	7,348,800	9,779,600	28,826,600
13	Dedicated Funds	200,000	200,000	200,000	600,000
14	Total FY 14 Maintenance	11,898,200	7,548,800	9,979,600	29,426,600
15					-
16	FY 14 Line Items				-
17	Occupancy Costs	70,000	-	-	70,000
18	Additional Nursing Positions	180,000	-	-	180,000
19	Ensuring Student Success	0	900,000	0	900,000
20	Dual Credit Region 1	0	0	250,000	250,000
21	Liquor Funds Spending Auth.	800	5,700	4,500	11,000
22					-
23	FY 14 Total Appropriation				-
24	General Funds	11,948,200	8,248,800	10,029,600	30,226,600
25	Dedicated Funds	200,800	205,700	204,500	611,000
26	FY 14 Total Appropriation	12,149,000	8,454,500	10,234,100	30,837,600
27					
28					
29	GF Change from FY 13 Total	3.5%	26.4%	3.6%	8.9%
30					
31	GF Appropriation Allocation				
32	PC	9,498,500	5,196,200	9,150,900	23,845,600
33	OE	1,545,800	3,052,600	878,700	5,477,100
34	CO	903,900		0	903,900
35	TB		0		0
36	Total General Funds	11,948,200	8,248,800	10,029,600	30,226,600

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STATEMENT OF PURPOSE

RS22301

This is the FY 2014 appropriation for Community Colleges in the amount of $30,837,600. This appropriation includes $220,800 of ongoing General Funds for benefit cost increases and $855,900 of ongoing General Funds for enrollment increases. The funding provided for enrollment increases is based on a formula and the College of Western Idaho will receive $783,500, the College of Southern Idaho will receive $46,800, and North Idaho College will receive $25,600. There are five line items funded. Line item #1 provides $70,000 ongoing General Funds to the College of Southern Idaho for occupancy costs (maintenance, custodial, utility, security) for the Advanced Technology and Innovation facility. Line item #2 provides $180,000 of ongoing General Funds to the College of Southern Idaho for additional nursing instructors for the registered nursing program. Line item #7 provides $900,000 ongoing General Funds to the College of Western Idaho to expand student services, including virtual registration, advising, and counseling. Line item #9 provides $250,000 of ongoing General Funds to North Idaho College to expand dual-credit college-level core classes to area high schools. Line item #13 provides $11,000 of dedicated funds to clear out a one-time fund balance to be distributed among the three institutions.

FISCAL NOTE

	FTP	Gen	Ded	Fed	Total
FY 2013 Original Appropriation	0.00	27,749,900	600,000	0	28,349,900
Noncognizable Funds and Transfers	0.00	0	0	0	0
FY 2014 Base	0.00	27,749,900	600,000	0	28,349,900
Benefit Costs	0.00	220,800	0	0	220,800
Inflationary Adjustments	0.00	0	0	0	0
Replacement Items	0.00	0	0	0	0
Change in Employee Compensation	0.00	0	0	0	0
Nondiscretionary Adjustments	0.00	855,900	0	0	855,900
FY 2014 Program Maintenance	0.00	28,826,600	600,000	0	29,426,600
1. Occupancy Costs - CSI	0.00	70,000	0	0	70,000
2. Additional Nursing Positions - CSI	0.00	180,000	0	0	180,000
3. Framework for Accountability - CSI	0.00	0	0	0	0
4. STEM Initiative - CSI	0.00	0	0	0	0
5. Idaho Falls Outreach Center - CSI	0.00	0	0	0	0
6. Graduation Rate Improvement - CSI	0.00	0	0	0	0
7. Ensuring Student Success - CWI	0.00	900,000	0	0	900,000
8. Nursing Program Support - CWI	0.00	0	0	0	0
9. Dual Credit Region 1 - NIC	0.00	250,000	0	0	250,000
10. Complete College Idaho - NIC/Sandpoint	0.00	0	0	0	0
11. Veteran's Center - NIC	0.00	0	0	0	0
12. One-Stop Shopping - NIC	0.00	0	0	0	0
13. Clear One-Time Fund Balance	0.00	0	11,000	0	11,000

Budget Law Exceptions	0.00	0	0	0	0
FY 2014 Total	0.00	30,226,600	611,000	0	30,837,600
Chg from FY 2013 Orig Approp	0.00	2,476,700	11,000	0	2,487,700
% Chg from FY 2013 Orig Approp.	0.0%	8.9%	1.8%	0.0%	8.8%

Contact:
Paul Headlee
Budget and Policy Analysis
(208) 334-4746

Statement of Purpose / Fiscal Note **S1188**

LEGISLATURE OF THE STATE OF IDAHO

Sixty-second Legislature First Regular Session - 2013

IN THE SENATE

SENATE BILL NO. 1188

BY FINANCE COMMITTEE

AN ACT

APPROPRIATING MONEYS TO THE STATE BOARD OF EDUCATION FOR COMMUNITY COLLEGES FOR 2014; AND EXEMPTING APPROPRIATION OBJECT AND PROGRAM TRANSFER LIMITATIONS.

Be It Enacted by the Legislature of the State of Idaho:

SECTION 1. There is hereby appropriated to the State Board of Education for Community Colleges, the following amounts to be expended according to the designated programs and expense classes, from the listed funds for the period July 1, 2013, through June 30, 2014:

	FOR PERSONNEL COSTS	FOR OPERATING EXPENDITURES	FOR CAPITAL OUTLAY	TOTAL
I. COLLEGE OF SOUTHERN IDAHO (CSI):				
FROM:				
General Fund	$9,498,500	$1,545,800	$903,900	$11,948,200
Community College Fund	158,500	27,100	15,200	200,800
TOTAL	$9,657,000	$1,572,900	$919,100	$12,149,000
II. COLLEGE OF WESTERN IDAHO:				
FROM:				
General Fund	$5,196,200	$3,052,600		$8,248,800
Community College Fund	0	205,700		205,700
TOTAL	$5,196,200	$3,258,300		$8,454,500
III. NORTH IDAHO COLLEGE (NIC):				
FROM:				
General Fund	$9,150,900	$878,700		$10,029,600

	FOR PERSONNEL COSTS	FOR OPERATING EXPENDITURES	FOR CAPITAL OUTLAY	TOTAL
Community College Fund	122,200	57,300	$25,000	204,500
TOTAL	$9,273,100	$936,000	$25,000	$10,234,100
GRAND TOTAL	$24,126,300	$5,767,200	$944,100	$30,837,600

SECTION 2. EXEMPTIONS FROM OBJECT AND PROGRAM TRANSFER LIMITATIONS. For fiscal year 2014, the State Board of Education for Community Colleges is hereby exempted from the provisions of Section 67-3511(1), (2) and (3), Idaho Code, allowing unlimited transfers between object codes and between programs, for all moneys appropriated to it for the period July 1, 2013, through June 30, 2014. Legislative appropriations shall not be transferred from one fund to another fund unless expressly approved by the Legislature.

DIVISION OF PROFESSIONAL-TECHNICAL EDUCATION

SUBJECT
Allocation of the State Division of Professional-Technical Education Appropriation

APPLICABLE STATUTE, RULE, OR POLICY
Idaho State Board of Education Governing Policies & Procedures, Section V.C.d.

BACKGROUND
The Idaho Legislature appropriates funds for Professional-Technical Education to the Division of Professional-Technical Education in five designated programs: State Leadership and Technical Assistance, General Programs, Postsecondary Programs, Underprepared and Unprepared Adults/Displaced Homemakers, and Related Services. The Division of Professional-Technical Education requests approval of the FY2014 appropriation allocation detailed on Tab 3d Page 3 (Attachment 1).

DISCUSSION
The allocation is based on the level of funding in Senate Bill No. 1152 and the Provisions of the State Plan for Professional-Technical Education. The state General Fund appropriation reflects an overall increase of 1.4% from the original FY2013 appropriation. The Legislature funded employee benefit increases; maintenance level increases in the statewide cost allocation for the Division of Professional-Technical Education and Eastern Idaho Technical College; maintenance level increase for professional-technical school added cost support units; and one-time funds for replacement operating expenses and capital outlay at the Division of Professional-Technical Education and the six technical colleges.

IMPACT
Establish FY2014 operating budget.

ATTACHMENTS
Attachment 1 - FY14 Appropriation Allocation	Page 3
Attachment 2 – FY14 Appropriation Bill S1152	Page 5

STAFF COMMENTS AND RECOMMENDATIONS
Staff recommends approval of the FY 2014 Division of Professional-Technical Education allocation.

BOARD ACTION

I move to approve the request from the Division of Professional-Technical Education for the FY 2014 appropriation allocation as detailed on Tab 3d page 3 (Attachment 1).

Moved by ________________ Seconded by ____________ Yes ____ No _____

DIVISION OF PROFESSIONAL-TECHNICAL EDUCATION
Allocation of State Division of Professional-Technical Education
FY 2014 Appropriation

	FY13 Allocation	FY14 Allocation
Program 01 (State Leadership and Technical Assistance)		
By Standard Class:		
Personnel Costs	$ 1,874,300	$ 1,896,700
Operating Expenses	342,300	344,900
Capital Outlay	0	35,500
Totals	$ 2,216,600	$ 2,277,100
By Source of Revenue:		
General Funds	1,892,000	1,908,800
One-time General Funds	-	43,700.00
Federal Funds	324,600	324,600
Totals	$ 2,216,600	$ 2,277,100
Program 02 (General Programs)		
By Major Program Area:		
Secondary Formula	$ 9,585,651	$ 9,185,651
Professional-Technical School Added Cost	2,434,400	3,056,900
General Programs Leadership	210,600	212,900
Special Programs		
Federal Leadership	650,348	650,348
Advanced Learning Partnership	544,341	544,341
Adult/Retraining	766,440	766,442
Support and Improvement Services	805,920	1,055,918
Totals	$ 14,997,700	$ 15,472,500
By Source of Revenue		
General Funds	$ 10,490,200	$ 10,965,000
One-time General Funds	-	-
Federal Funds	4,439,700	4,439,700
Dedicated Funds	67,800	67,800
Totals	$ 14,997,700	$ 15,472,500
Program 03 (Postsecondary Programs)		
By Technical College:		
College of Southern Idaho	5,534,484	5,550,484
College of Western Idaho	6,596,614	6,636,014
Eastern Idaho Technical College	5,949,091	5,925,591
Idaho State University	9,516,798	9,606,598
Lewis-Clark State College	3,788,997	3,779,397
North Idaho College	4,066,816	4,079,616
Totals	$ 35,452,800	$ 35,577,700
By Source of Revenue:		
General Funds	$ 34,516,800	$ 34,931,300
One-time General Funds	390,000	136,400
Unrestricted Funds	546,000	510,000
Totals	$ 35,452,800	$ 35,577,700

Allocation of State Division of Professional-Technical Education
FY 2014 Appropriation

	FY13 Allocation	FY14 Allocation
Program 04 (Underprepared Adults/Displaced Homemaker Program)		
By Major Program:		
Postsecondary Formula	$ 1,747,300	$ 1,747,300
Displaced Homemaker Program	170,000	170,000
Totals	$ 1,917,300	$ 1,917,300
By Source of Revenue:		
General Funds	$ -	$ -
Federal Funds	1,747,300	1,747,300
Dedicated Funds	170,000	170,000
Totals	$ 1,917,300	$ 1,917,300
Program 05 (Related Services)		
By Standard Class:		
Personnel Costs	$ 376,600	$ 381,300
Operating Expenses	233,500	232,700
Trustee Payments	2,879,700	2,879,700
Totals	$ 3,489,800	$ 3,493,700
By Source of Revenue:		
General Funds	970,600	972,200
One-Time General Funds	-	-
Federal Funds	2,136,500	2,136,500
Dedicated Funds	140,000	140,000
Miscellaneous Revenue	242,700	245,000
Totals	$ 3,489,800	$ 3,493,700
By Source of Revenue:		
General Funds	$ 47,869,600	$ 48,777,300
One-time General Funds	390,000	180,100
Federal Funds	8,648,100	8,648,100
Dedicated Funds	377,800	377,800
Unrestricted Funds	546,000	510,000
Miscellaneous Revenue	242,700	245,000
Totals	$ 58,074,200	$ 58,738,300

STATEMENT OF PURPOSE

RS22178

This is the fiscal year 2014 appropriation to Professional-Technical Education in the amount of $58,738,300. This amount includes $439,200 for the increased costs of benefits, $180,100 for one-time replacement items, a $1,700 decrease in statewide cost allocation, and $472,500 for a statutory increase in enrollment costs at the technical high schools.

FISCAL NOTE

	FTP	Gen	Ded	Fed	Total
FY 2013 Original Appropriation	529.18	48,259,600	1,166,500	8,648,100	58,074,200
Reappropriation	0.00	0	307,800	351,800	659,600
FY 2013 Total Appropriation	529.18	48,259,600	1,474,300	8,999,900	58,733,800
Noncognizable Funds and Transfers	(13.22)	0	(246,500)	0	(246,500)
FY 2013 Estimated Expenditures	515.96	48,259,600	1,227,800	8,999,900	58,487,300
Removal of One-Time Expenditures	0.00	(390,000)	(61,300)	(351,800)	(803,100)
Base Adjustments	0.00	0	(36,000)	0	(36,000)
FY 2014 Base	515.96	47,869,600	1,130,500	8,648,100	57,648,200
Benefit Costs	0.00	436,900	2,300	0	439,200
Inflationary Adjustments	0.00	0	0	0	0
Replacement Items	0.00	180,100	0	0	180,100
Statewide Cost Allocation	0.00	(1,700)	0	0	(1,700)
Change in Employee Compensation	0.00	0	0	0	0
Nondiscretionary Adjustments	0.00	472,500	0	0	472,500
FY 2014 Program Maintenance	515.96	48,957,400	1,132,800	8,648,100	58,738,300
1. Complete College Idaho 60% Goal	0.00	0	0	0	0
Budget Law Exceptions	0.00	0	0	0	0
FY 2014 Total	515.96	48,957,400	1,132,800	8,648,100	58,738,300
Chg from FY 2013 Orig Approp	(13.22)	697,800	(33,700)	0	664,100
% Chg from FY 2013 Orig Approp.	(2.5%)	1.4%	(2.9%)	0.0%	1.1%

Contact:
Paul Headlee
Budget and Policy Analysis
(208) 334-4746

Statement of Purpose / Fiscal Note **S1152**

LEGISLATURE OF THE STATE OF IDAHO
Sixty-second Legislature First Regular Session - 2013

IN THE SENATE

SENATE BILL NO. 1152

BY FINANCE COMMITTEE

AN ACT

APPROPRIATING MONEYS TO THE DIVISION OF PROFESSIONAL-TECHNICAL EDUCATION FOR FISCAL YEAR 2014; PROVIDING GUIDANCE FOR EMPLOYEE COMPENSATION; EXEMPTING APPROPRIATION OBJECT TRANSFER LIMITATIONS FOR THE POSTSECONDARY PROGRAM; AND PROVIDING NON-GENERAL FUND REAPPROPRIATION FOR FISCAL YEAR 2014.

Be It Enacted by the Legislature of the State of Idaho:

SECTION 1. There is hereby appropriated to the Division of Professional-Technical Education, the following amounts to be expended according to the designated programs and expense classes, from the listed funds for the period July 1, 2013, through June 30, 2014:

	FOR PERSONNEL COSTS	FOR OPERATING EXPENDITURES	FOR CAPITAL OUTLAY	FOR TRUSTEE AND BENEFIT PAYMENTS	TOTAL
I. STATE LEADERSHIP & TECHNICAL ASSISTANCE:					
FROM:					
General Fund	$1,634,500	$282,500	$35,500		$1,952,500
Federal Grant Fund	262,200	62,400	0		324,600
TOTAL	$1,896,700	$344,900	$35,500		$2,277,100
II. GENERAL PROGRAMS:					
FROM:					
General Fund	$190,900	$22,000		$10,752,100	$10,965,000
Hazardous Materials/Waste Enforcement Fund				67,800	67,800
Federal Grant Fund	172,500	14,800		4,252,400	4,439,700
TOTAL	$363,400	$36,800		$15,072,300	$15,472,500

	FOR PERSONNEL COSTS	FOR OPERATING EXPENDITURES	FOR CAPITAL OUTLAY	FOR TRUSTEE AND BENEFIT PAYMENTS	TOTAL
III. POSTSECONDARY PROGRAMS:					
FROM:					
General Fund	$31,933,600	$2,997,600	$136,500		$35,067,700
Unrestricted Fund	0	510,000	0		510,000
TOTAL	$31,933,600	$3,507,600	$136,500		$35,577,700
IV. UNDERPREPARED ADULTS/DISPLACED HOMEMAKERS:					
FROM:					
Displaced Homemaker Fund				$170,000	$170,000
Federal Grant Fund				1,747,300	1,747,300
TOTAL				$1,917,300	$1,917,300
V. RELATED SERVICES:					
FROM:					
General Fund	$120,600	$10,700		$840,900	$972,200
Miscellaneous Revenue Fund	213,500	31,500			245,000
Seminars and Publications Fund		140,000			140,000
Federal Grant Fund	47,200	50,500		2,038,800	2,136,500
TOTAL	$381,300	$232,700		$2,879,700	$3,493,700
GRAND TOTAL	$34,575,000	$4,122,000	$172,000	$19,869,300	$58,738,300

SECTION 2. EMPLOYEE COMPENSATION. The Legislature finds that investing in state employee compensation should remain a high priority even in tough economic times, and therefore strongly encourages agency directors, institution executives and the Division of Financial Management to approve the use of salary savings to provide either one-time or ongoing merit increases for deserving employees, and also target employees who are below policy compensation. Such salary savings could result from turnover and attrition, or

be the result of innovation and reorganization efforts that create savings. Such savings should be reinvested in employees. Agencies are cautioned to use one-time funding for one-time payments and ongoing funding for permanent pay increases.

SECTION 3. EXEMPTIONS FROM OBJECT TRANSFER LIMITATIONS. For fiscal year 2014, the Division of Professional-Technical Education, Postsecondary Program, is hereby exempted from the provisions of Section 67-3511 (1) and (3), Idaho Code, allowing unlimited transfers between object codes, for all moneys appropriated to it for the period July 1,2013, through June 30, 2014. Legislative appropriations shall not be transferred from one fund to another fund unless expressly approved by the Legislature.

SECTION 4. NON-GENERAL FUND REAPPROPRIATION AUTHORITY. There is hereby reappropriated to the Division of Professional-Technical Education any unexpended and unencumbered balances of moneys categorized as dedicated funds and federal funds as appropriated for fiscal year 2013, to be used for nonrecurring expenditures, for the period July 1, 2013, through June 30, 2014.

SUBJECT

Idaho Robert R. Lee Promise Scholarship – Approve Category A Award.

APPLICABLE STATUTE, RULE, OR POLICY

Idaho Code §§ 33-4305(2), 33-4307(2)(a)
Idaho Administrative Procedures Act (IDAPA) 08.01.05

BACKGROUND/DISCUSSION

The intent of the Idaho Robert R. Lee Promise Scholarship Category A award is to encourage the best and brightest Idaho students to attend an Idaho college or university. Applicants are ranked based on academic and professional-technical high school records, and ACT or COMPASS scores. The provisions of Idaho Code §33-4307(2)(a), require the State Board of Education to annually set the amount of the award. The amount of the award has been $3,000 per year ($1,500 per semester) since the fall 2001 semester.

The FY 2014 appropriation will fund approximately 105 total scholarships. Seventy-five percent of the new scholarships are awarded to students pursuing academic programs and twenty-five percent are awarded to professional-technical students.

IMPACT

The Joint Finance-Appropriations Committee (JFAC) approves scholarships and grants funding at an aggregate level. The Office of the State Board of Education (OSBE), as the administering agency, then allocates the funding among the various state-sponsored scholarships and grants. The Category A Scholarship Program will be allocated $317,000 for the 2013-2014 academic year.

STAFF COMMENTS AND RECOMMENDATIONS

Staff recommends approval of the Promise Category A scholarship in the amount of $3,000 per year ($1,500 per semester).

BOARD ACTION

I move to approve the amount of the Idaho Promise Scholarship, Category A, at $3,000 per year ($1,500 per semester) for those applicants who are selected to receive or renew the Idaho Robert R. Lee Promise Category A scholarship for the 2013-2014 academic year.

Moved by__________ Seconded by__________ Carried Yes_______ No______

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SUBJECT

Idaho Promise Scholarship – Approve Category B Award.

APPLICABLE STATUTE, RULE, OR POLICY

Idaho Code §§ 33-4305 and 33-4308
Idaho Administrative Procedures Act (IDAPA) 08.01.05

BACKGROUND/ DISCUSSION

The Idaho Promise Scholarship Category B award is available for all Idaho students attending college for the first time and who have a high school grade point average of at least 3.0 or an ACT score of 20 or above. This scholarship is limited to two years and to students younger than 22 years of age. Students must maintain at least a 2.5 GPA while taking an average of 12 credits to remain eligible for the scholarship. State law requires the State Board of Education to annually set the amount of the award based on the legislative appropriation and the number of eligible students.

Statute permits the State Board of Education to set the annual individual amount up to $600 and the total award up to $1,200. If actual awards are different than projected for the fall 2013 semester, the Board may choose to increase or decrease the amount of the award for the spring 2014 semester.

IMPACT

The FY 2014 legislative appropriation will provide $3,634,473 for the Promise Category B Scholarship. Based upon participation during FY 2013, Board staff has estimated the number of eligible students in academic year 2013-2014 to be approximately 8,050 students. With the award set at $450 per student per year, the total amount awarded to all eligible students would be $3,622,500.

STAFF COMMENTS AND RECOMMENDATIONS

Staff recommends approval of the Promise Category B scholarship in the amount of $225 per semester ($450 annually).

BOARD ACTION

I move to approve the amount of the Idaho Promise Scholarship, Category B, at $225 per semester per student ($450 annually) for those current recipients who maintain eligibility and for qualified first-year entering students under the age of 22 in academic year 2013-2014, and to delegate to the Executive Director the authority to approve adjustments to the amount as necessary resulting from any enrollment changes or holdbacks that may be ordered by the Governor during FY 2014.

Moved by__________ Seconded by__________ Carried Yes______ No______

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SUBJECT

FY 2014 Idaho Opportunity Scholarship

APPLICABLE STATUTE, RULE, OR POLICY

Idaho Code § 33-5605
IDAPA 08.01.13.010.01 and 08.01.13.300.02.a
H383 (2012)

BACKGROUND/ DISCUSSION

The intent of the Idaho Opportunity Scholarship is to provide financial resources to Idaho students who are economically disadvantaged, to close the gap between the estimated cost of attending an eligible Idaho institution of higher education and the expected student and family contribution toward such educational costs, and to encourage the educational development of such students in eligible Idaho postsecondary educational institutions. Rules require the State Board of Education annually establish the maximum amount of the award, the cost of attendance for purposes of this award determination, and the amount of the expected family contribution. Authorized administrative costs up to a maximum of $50,000 of the annual interest earnings are permitted.

In fiscal years 2008 and 2009, the Legislature appropriated a total of $20M to fund an endowment for this scholarship program. In addition, during those same years the Joint Finance-Appropriations Committee appropriated $1,925,000 to fund current year awards. The corpus and interest earnings from the Opportunity Scholarship Account were used during FY 2010 through FY 2012 to help fund the Opportunity Scholarship program. For FY 2013, several state scholarship programs associated with similar federal scholarship programs were discontinued and their funding was shifted to support $550,800 in Opportunity Scholarships. This was combined with the use of corpus and interest earnings for a total budget of $1,000,000.

The maximum award amount for FY 2013 was $3,000 per year ($1,500 per semester); the student contribution for FY 2013 was set by the Board at $5,000; and the standard cost of attendance for award determination purposes was $16,500 for the FY 2013 award year. Staff awarded 357 renewals and new scholarships for FY 2013 in the amount of $992,900.

Staff recommends maintaining the maximum award amount set for the FY 2014 academic year at $3,000. The majority of full-year student recipients were eligible for the maximum $3,000 award. The scholarship methodology provides “last dollars.” Using this model, not all students will receive full awards.

The Board is responsible for setting the cost of attendance (COA) which is used in the formula to determine the amount of a student’s award and the maximum amount of the scholarship award. For purposes of the formula, the staff recommendation is to use a maximum of $18,600 as the COA to determine scholarship awards for students at 4-year institutions. Staff recommends using a maximum of $12,700 as the COA for students attending 2-year institutions. This recommendation is based upon the increase in the COA for all students.

Eligible students are expected to share in the cost of their education and will be required to contribute an amount determined by the Board. Board staff recommends that the amount of the student contribution for students attending 4-year institutions be increased by $1,500 to $6,500. Board staff also recommends that the student contribution for students attending 2-year institutions be decreased by $500 to $4,500. These changes are requested to reflect the increase in student wages due to the federal minimum wage increase. In addition, the ratio of 4-year student contribution to 4-year COA was applied to the 2-year institution model to ensure that students attending 2-year institutions have the same proportional opportunity to benefit from this program. Finally, it is recommended that the Board continue to accept student-initiated scholarships and gifts from non-federal and non-institutional sources as part of the student contribution.

IMPACT

No new state General Funds were provided for Opportunity scholarships for FY 2014. However, several state scholarship programs have been discontinued and the savings rolled into the Opportunity Scholarship program which results in the ability to dedicate $1,000,000 in general funds.

STAFF COMMENTS AND RECOMMENDATIONS

Staff recommends approval of the Opportunity Scholarship in the amount of $3,000 per year ($1,500 per semester).

Staff recommends the FY14 Cost of Attendance for the Opportunity scholarship award formula to be set at $18,600 for students attending 4-year institutions.

Staff recommends the FY14 Cost of Attendance for the Opportunity scholarship award formula to be set at $12,700 for students attending 2-year institutions.

Staff recommends that the FY14 student contribution be set at $6,500 for students attending 4-year institutions and $4,500 for students attending 2-year institutions, and to accept student-initiated scholarships and non-institutional and non-federal aid as part of the student contribution.

BOARD ACTION

I move to approve the maximum amount of the Idaho Opportunity Scholarship, to be $3,000 per year ($1,500/semester) for those applicants who are selected to receive or renew the Idaho Opportunity Scholarship for the fiscal year 2014.

Moved by__________ Seconded by__________ Carried Yes_______ No______

I move to set the Cost of Attendance to be used in the formula that determines the award for the Opportunity Scholarship at a maximum of $18,600 4-year institutions and at a maximum of $12,700 for 2-year institutions for the fiscal year 2014.

Moved by__________ Seconded by__________ Carried Yes_______ No______

I move to set the student contribution for the fiscal year 2014 at $6,500 for students at 4-year institutions and at $4,500 for students at 2-year institutions, and to accept student-initiated scholarships and non-institutional and non-federal aid as part of the student contribution.

Moved by__________ Seconded by__________ Carried Yes_______ No______

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SUBJECT

Board Policy V.B. – Budget Policies – first reading

REFERENCE

February 2013	Board approved second reading for V.A. Policies regarding Miscellaneous Receipts

APPLICABLE STATUTE, RULE, OR POLICY

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

BACKGROUND/DISCUSSION

At the February 2013 Board meeting, the Board approved the second reading of changes to policy V.A. which removed “miscellaneous receipts” as a defined term because the definition is out of date and unnecessary. Staff found the term is also used in policy V.B., so the policy needs to be updated. The proposed amendment will replace the term “miscellaneous receipts” with “student tuition and fee revenue”.

IMPACT

The proposed amendment would clarify that policy V.B. (Budget Policies) applies to student tuition and fee revenue.

ATTACHMENTS

Attachment 1 – Section V.B. – First Reading	Page 3

STAFF COMMENTS AND RECOMMENDATIONS

While staff had this section of policy open, they took the opportunity to remove multiple references to “school” throughout the policy because the term is obsolete. Staff also updated section V.B.3. to align policy with current practice and update terminology with regard to operating budgets. Specifically, the policy’s references to “allotments” and a “Fiscal Reference Manual” are obsolete.

Staff recommends approval.

BOARD ACTION

I move to approve the first reading of proposed amendments to Board policy Section V.B., Budget Policies, with all revisions as presented.

Moved by_____________ Seconded by______________ Carried Yes____ No____

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1. Budget Requests

   For purposes of Items 1. and 10., the community colleges (CSI, CWI and NIC) are included.

   a. Submission of Budget Requests

      The Board is responsible for submission of budget request for the institutions~~, school~~ and agencies under its governance to the executive and legislative branches of government. Only those budget requests which have been formally approved by the Board will be submitted by the office to the executive and legislative branches.

   b. Direction by the Office of the State Board of Education

      The preparation of all annual budget requests is to be directed by the Office of the State Board of Education which designates forms to be used in the process. The procedures for the preparation and submission of budget requests apply to operational and capital improvements budgets.

   c. Preparation and Submission of Annual Budget Requests

      Annual budget requests to be submitted to the Board by the institutions~~, school~~ and agencies under Board governance are due in the Office of the State Board of Education on the date established by the Executive Director.

   d. Presentation to the Board

      Annual budget requests are formally presented to the designated committee by the chief executive officer of each institution~~, school~~ or agency or his or her designee. The designated committee will review the requests and provide recommendations to the Board for their action.

2. Budget Requests and Expenditure Authority

   a. Budget requests must include projected ~~miscellaneous receipts~~student tuition and fee revenue based on the enrollment of the fiscal year just completed (e.g., the FY 2003 budget request, prepared in the summer of 2001, projected ~~miscellaneous receipts~~ student tuition and fee revenue based on academic year 2001 enrollments which ended with the Spring 2001 semester).

   b. Approval by the Executive Director, or his or her designee, as authorized, for all increases and decreases of spending authority caused by changes in ~~miscellaneous receipts~~student tuition and fee revenue is required.

c. ~~Miscellaneous receipts~~Student tuition and fee revenue collected by an institution will not be allocated to another institution. The lump sum appropriation will not be affected by changes in ~~receipts~~student tuition and fee revenue.

3. Operating Budgets (Appropriated)

a. Availability of Appropriated Funds

i. Funds appropriated by the legislature from the State General ~~Account~~ Fund for the operation of the institutions~~, school~~ and agencies (exclusive of funds for construction appropriated to the Permanent Building Fund) become available at the beginning of the fiscal year following the session of the legislature during which the funds are appropriated, except when the appropriation ~~legislation~~ contains an emergency clause.

~~ii. These funds are generally allotted periodically or are disbursed on submission of expenditure vouchers to the Office of the State Controller.~~

b. Approval of Operating Budgets

i. The appropriated funds operating budgets for the institutions~~, school~~ and agencies under Board supervision are based on a fiscal year, beginning July 1 and ending on June 30 of the following year.

ii. During the spring of each year, the chief executive officer of each institution~~, school~~ or agency prepares an operating budget for the next fiscal year based upon guidelines adopted by the Board. Each budget is then submitted to the Board in a summary format prescribed by the Executive Director for review and formal approval before the beginning of the fiscal year.

c. ~~Budget Transfers and Revisions~~Appropriation Transactions

i. Chief Executive Officer Approval

The chief executive officer of each institution, agency, ~~school,~~ office, or department is responsible for approving all ~~budget transfers~~appropriation transactions. Appropriation transactions include original yearly set up, object and program transfers, receipt to appropriation and non-cognizable funds.

ii. ~~Allotment and Allotment Transfers~~Institution Requests

Requests for ~~allotments or changes in allotments~~appropriation transactions are submitted by the institutions~~, school or agency~~ to the Division of Financial Management and copies provided concurrently to the Office of the State Board of Education. ~~(Refer to allotment form in the Fiscal Reference Manual of the Division of Financial Management.)~~ ~~The Office of the State Board of~~

~~Education will coordinate the request for allotments and changes to allotments for the college and universities.~~

4. Operating Budgets (Non-appropriated -- Auxiliary Enterprises)

   a. Auxiliary Enterprises Defined

      An auxiliary enterprise directly or indirectly provides a service to students, faculty, or staff and charges a fee related to but not necessarily equal to the cost of services. The distinguishing characteristic of most auxiliary enterprises is that they are managed essentially as self-supporting activities, whose services are provided primarily to individuals in the institutional community rather than to departments of the institution, although a portion of student fees or other support is sometimes allocated to them. Auxiliary enterprises should contribute and relate directly to the mission, goals, and objectives of the college or university. Intercollegiate athletics and student health services should be included in the category of auxiliary enterprises if the activities are essentially self-supporting.

      All operating costs, including personnel, utilities, maintenance, etc., for auxiliary enterprises are to be paid out of income from fees, charges, and sales of goods or services. No state appropriated funds may be allocated to cover any portion of the operating costs. However, rental charges for uses of the facilities or services provided by auxiliary enterprises may be assessed to departments or programs supported by state-appropriated funds.

   b. Operating Budgets

   Reports of revenues and expenditures must be submitted to the State Board of Education at the request of the Board.

5. Operating Budgets (Non-appropriated -- Local Service Operations)

   a. Local Service Operations Defined

      Local service operations provide a specific type of service to various institutional entities and are supported by charges for such services to the user. Such a service might be purchased from commercial sources, but for reasons of convenience, cost, or control, is provided more effectively through a unit of the institution. Examples are mailing services, duplicating services, office machine maintenance, motor pools, and central stores.

   b. The policies and practices used for appropriated funds are used in the employment of personnel, use of facilities, and accounting for all expenditures and receipts.

c. Reports of revenues and expenditures must be submitted to the State Board of Education at the request of the Board.

6. Operating Budgets (Non-appropriated -- Other)

a. The policies and practices used for appropriated funds are used in the employment of personnel, use of facilities, and accounting for all expenditures and receipts.

b. Reports of revenues and expenditures must be submitted to the State Board of Education at the request of the Board.

7. Agency Funds

a. Agency funds are assets received and held by an institution~~, school~~ or agency, as custodian or fiscal agent for other individuals or organizations, but over which the institution~~, school~~ or agency exercises no fiscal control.

b. Agency funds may be expended for any legal purpose prescribed by the individual or organization depositing the funds with the institution~~, school~~ or agency following established institutional disbursement procedures.

8. Major Capital Improvement Project -- Budget Requests

For purposes of Item 8., the community colleges (CSI, CWI and NIC) are included, except as noted in V.B.8.b.~~(2~~ii~~)~~.

a. Definition

A major capital improvement is defined as the acquisition of an existing building, construction of a new building or an addition to an existing building, or a major renovation of an existing building. A major renovation provides for a substantial change to a building. The change may include a remodeled wing or floor of a building, or the remodeling of the majority of the building's net assignable square feet. An extensive upgrade of one (1) or more of the major building systems is generally considered to be a major renovation.

b. Preparation and Submission of Major Capital Improvement Requests

i. Permanent Building Fund Requests

Requests for approval of major capital improvement projects to be funded from the Permanent Building Fund are to be submitted to the Office of the State Board of Education on a date and in a format established by the Executive Director. Only technical revisions may be made to the request for a given fiscal year after the Board has made its recommendation for that fiscal year. Technical revisions must be made prior to November 1.

ii. Other Requests

Requests for approval of major capital improvement projects from other fund sources are to be submitted in a format established by the Executive Director. Substantive and fiscal revisions to a requested project are resubmitted to the Board for approval. This subsection shall not apply to the community colleges.

c. Submission of Approved Major Capital Budget Requests

The Board is responsible for the submission of major capital budget requests for the institutions~~, school~~ and agencies under this subsection to the Division of Public Works. Only those budget requests which have been formally approved by the Board will be submitted by the office to the executive and legislative branches.

9. Approval by the Board

Requests for approval of major capital improvement projects must be submitted for Board action. Major capital improvement projects, which are approved by the Board and for which funds from the Permanent Building Fund are requested, are placed in priority order prior to the submission of major capital budget requests to the Division of Public Works.

10. Occupancy Costs.

a. Definitions.

i. “Auxiliary Enterprise” is an entity that exists to furnish goods or services to students, faculty, or staff, and that charges a fee directly related to the cost of the goods or services.

ii. “Eligible Space” means all owner-occupied space other than auxiliary enterprise space. Space owned by an institution but leased to another entity is not eligible space. Occupancy costs for “common use” space (i.e. space which shares eligible and auxiliary enterprise space) will be prorated based on its use. When funds are used to expand, remodel, or convert existing space, the eligible space shall be limited to square footage of the expanded, remodeled or converted space, only.

iii. “Gross Square Feet” (GSF) means the sum of all areas on all floors of a building included within the outside faces of its exterior walls.

iv. "Occupancy costs" means those costs associated with occupying eligible space including custodial, utility, maintenance and other costs as outlined in the occupancy costs formula.

b. Notification of New Eligible Space.

i. No institution shall acquire, build, take possession of, expand, remodel, or convert any eligible space for which occupancy costs will be requested unless prior written notification has been provided to the Division of Financial Management (DFM) and the Legislative Services Office, Budget and Policy Analysis Division (LSO-BPA). Written notification shall be provided to DFM and LSO-BPA by the approving entity or institution within thirty (30) calendar days of final project approval by:
1) the State Board of Education or its executive director,
2) the vice-president for finance and administration (or functional equivalent) in the case of a locally approved project, or
3) a community college board of trustees.

Written notification shall include:
1) description of the eligible space, its intended use, and how it relates to the mission of the institution;
2) estimated cost of the building or facility, and source(s) of funds;
3) estimated occupancy costs; and
4) estimated date of completion.

ii. A facility or project specifically identified by name and approved by the Legislature and the Governor in the capital projects category of the Permanent Building Fund appropriation bill satisfies the notice requirement for purposes of requesting occupancy costs. All other facilities and projects for which occupancy costs may be requested shall follow the notification requirements of this policy.

c. Sources of Funds. Institutions may request occupancy costs regardless of the source(s) of funds used to acquire or construct eligible space.

d. Required Information. Requests for occupancy costs shall include the following information: (i) projected date of occupancy of the eligible space; (ii) gross square feet of eligible space; and (iii) number of months of the fiscal year the eligible space will be occupied (i.e. identify occupancy of eligible space for a full or partial fiscal year).

e. Once an institution has taken occupancy of a facility, or the remodeled or expanded area of a facility, the institution shall provide verification to DFM and

LSO-BPA of the gross square footage, construction costs, current replacement value, and, if applicable, current or proposed lease space.

f. Occupancy Costs Formula.

i. Custodial: For the first 13,000 GSF and in 13,000 GSF increments thereafter, one-half (.50) custodial FTE. In addition, 10¢ per GSF may be requested for custodial supplies.

ii. Utility Costs: $1.75 per GSF.

iii. Building Maintenance: 1.5% of the construction costs, excluding pre-construction costs (e.g. architectural/engineering fees, site work, etc.) and moveable equipment.

iv. Other Costs:
1) 77¢ per GSF for information technology maintenance, security, general safety, and research and scientific safety;
2) .0005 current replacement value for insurance; and
3) .0003 current replacement value for landscape maintenance.

v. The formula rates may be periodically reviewed against inflation.

vi. Reversions.
1) If eligible space which received occupancy costs is later:
a) razed and replaced with non-eligible space; or
b) converted to non-eligible space,
then the institution shall revert back to the state the occupancy cost funding at the base level originally funded.
2) If eligible space is razed and replaced with new eligible space, then the institution may retain the base occupancy costs, net the funded GSF against any additional GSF, and request funding for the difference.

g. Unfunded Occupancy Costs. If occupancy costs for eligible space have been requested but not funded due to budgetary reasons, institutions may request occupancy costs again in the following year. If, however, occupancy costs are denied for non-budgetary reasons, no further requests for occupancy costs related to the space in question will be considered.

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SUBJECT

Board Policy V.F. – Bonds and Other Indebtedness – first reading

APPLICABLE STATUTES, RULE OR POLICY

Idaho State Board of Education Governing Policies & Procedures, Section V.F.
Idaho Code §33-3801 et seq.

BACKGROUND / DISCUSSION

For several years the Board has informally considered a debt burden ratio (debt service as a percent of operating budget) of 8% as a debt service ceiling. The 8% figure originally came from one of BSU's underwriters as an industry standard or best practice. Board member Edmunds has asked if the 8% cap is still appropriate. In reviewing this issue with the institutions' controllers and vice presidents for finance and administration, a suggestion was made that a comprehensive Board debt policy, to include a debt burden ratio, would be beneficial. To that end, amendments are being proposed to Board policy V.F. Bonds and Other Indebtedness, to formalize a Board debt policy. Amendments include:

Current paragraph 2 (Attorney General's Opinion) is deleted because the provision is already in Idaho Code §33-3811.

Current paragraph 3 (Private Sale) is deleted. It is not entirely clear what the intent of this paragraph is since all debt requires prior Board approval. In addition, private vs. public sale is undefined and therefore its meaning is unclear.

Current paragraph 5 (Expenditure of Excess Revenue) is deleted for several reasons. First, institutions pledge all project revenues, so the limit on expenditures is not relevant. Any concerns about excess "proceeds" are addressed in the debt policy (new paragraph 4). Also, the dollar thresholds in this paragraph are off because they have been raised for major capital projects. This reference should be dropped as other policy sections set the criteria for delegated authority.

New paragraph 3 (Debt Policy)
This new paragraph opens with general findings and objectives. Next are guidelines for when debt financing should be considered and how it should be structured. Subparagraph b.v. addresses fixed vs. variable rate financing and lists several situations when variable rate financing may be appropriate. Subparagraph b.v.a) defines three risk categories to be assessed in determining whether to issue fixed or variable debt. Subparagraph b.v.b) would limit the amount of variable debt an institution could carry in its total debt portfolio to 20%. A random survey of major public universities and systems across the country found limits anywhere between 20 – 40%. While such a cap is prudent, the Board could also determine that a reasonable limit may be unique to each

institution. To that end, the Board could alternatively direct the institutions to have a debt policy that includes institution-specific risk parameters.

Subparagraph b.vi. provides guidance for when to consider refunding outstanding debt.

Subparagraph c. would codify two debt capacity ratios consistent with the debt policy objectives.

- Ratio #1 is the Viability Ratio, which measures an institution's capacity to repay total debt through reserves. The ratio is calculated by dividing the expendable assets by outstanding debt. The historical benchmark used by the Board and the institutions for this ratio (as suggested by Larry Goldstein) has been 1.25 times the total debt owed. A leading higher education finance publication notes that "[a]lthough a ratio of 1:1 or greater indicates that, as of the balance sheet date, an institution has sufficient expendable net assets to satisfy debt obligations, this value should not serve as an objective. Many public institutions can operate effectively at a ratio far less than 1:1, partially because the ongoing benefit for state support is not reflected in the institution's expendable net assets. Institutions with a ratio of less than 1:1 are … less self-reliant and have significantly less operating flexibility but can function, often function well."[1] A random survey of major public universities and systems across the country found viability ratio limits between 0.8x and 2.5x. Staff suggests a floor of 0.8x and targeted minimum of 1.0x. As of fiscal year-end 2012, the institutions' viability ratios were as follows:
  - ❖ BSU: 0.78
  - ❖ ISU: 1.18
  - ❖ UI: 0.79
  - ❖ LCSC: 4.09

- Ratio #2 is the Debt Burden Ratio, which goes to the Board's longstanding, albeit informal, 8% debt service ceiling. A random survey of major public universities and systems across the country found debt burden limits from a low of 2.5% to a high of 10%. Staff suggests a limit of 7% would enable an institution to maintain its long-term operating flexibility to fund existing requirements and new initiatives. As of fiscal year-end 2012, the institutions' debt burden ratios were as follows:
  - ❖ BSU: 5.91%
  - ❖ ISU: 3.7%
  - ❖ UI: 3.84%
  - ❖ LCSC: 3.8%

Planned noncompliance with either of these ratios would require prior Board approval.

[1] Strategic Financial Analysis for Higher Education. (6th ed.): KPMG, Prager, Sealy & Co., LLC, and BearingPoint, Inc. (2005)

Subparagraph e. provides guidance on the issuance of taxable debt.

Subparagraph f. provides for the allowance of short-term or interim debt, subject to the same approvals, limits and ratios as long-term debt.

IMPACT

Approving amendments to Board policy V.F. would formalize a Board debt policy.

ATTACHMENTS

Attachment 1 – Board Policy V.F. – first reading Page 5

STAFF COMMENTS AND RECOMMENDATIONS

From time to time over the past couple of years the topic of a Board-approved debt policy has been discussed amongst the Vice Presidents for Finance. Earlier this year the University of Idaho (UI) took the initiative to develop a draft policy which was then circulated to all institutions for comment and review. Boise State University (BSU) had significant input into the final product. Idaho State University (ISU) and Lewis-Clark State College (LCSC) also offered suggestions.

With limited or even contracting state and federal resources for higher education facilities, debt will become an increasingly important piece of the institutions' financial portfolio. As such, it is appropriate for the Board to adopt a debt policy. Due to the inherent complexities of debt financing, the institutions' vice presidents for finance and/or controllers will be available to comment on this proposed policy and answer questions.

BOARD ACTION

I move to approve the first reading of proposed amendments to Board Policy V.F., Bonds and Other Indebtedness, with all revisions as presented.

Moved by____________ Seconded by____________ Carried Yes____ No____

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1. General Powers

The University of Idaho, Idaho State University, Lewis-Clark State College, and Boise State University may, by a majority roll call vote of all the members of the Board, borrow money with or without the issuance of bonds pursuant to Chapter 38, Title 33, Idaho Code. The Board must act by formal resolution and approve the terms of the transaction. Such indebtedness is not an obligation of the state of Idaho but is an obligation solely of the respective institutions and the respective board of trustees. Any indebtedness is to be used to acquire a project, facility, or other capital asset that may be required by or be convenient for the purposes of the institution. For indebtedness of a major capital project, an institution shall first obtain approval in accordance with Board policy V.K. (for purposes of this subsection, a major capital project is one in which the project cost exceeds $1,000,000). Student fees, rentals, charges for the use of the projected facility, or other revenue may be pledged or otherwise encumbered to pay the indebtedness. Refunding bonds also may be issued.

Eastern Idaho Technical College is not authorized to borrow money under Chapter 38, Title 33, Idaho Code.

~~2. Attorney General's Opinion~~

~~The Board or the institution may request the Attorney General of Idaho to review and pass upon the validity of a proposed bond issue. If found valid, the bond is an incontestable, binding obligation on the institution.~~

~~3. Private Sale~~

~~A private sale of bonds is permitted only with the prior approval of the Board as the governing body of the institution. The chief executive officer of the institution must justify why a public sale is not desirable and explain the benefits of a private sale of bonds.~~

42. Responsibility of the Chief Executive Officer

The chief executive officer of the institution is responsible for compliance with state law and these provisions when any indebtedness is incurred.

~~5. Expenditure of Excess Revenue~~

~~Expenditure of project revenues over and above that pledged or otherwise encumbered to meet the indebtedness is limited to expenditures for projects identified in the bond's Official Statement. Expenditure of excess revenue for other projects requires prior Board approval. Expenditures between two hundred fifty thousand dollars ($250,000) and five hundred thousand dollars ($500,000) require~~

~~prior approval from the executive director and expenditures greater than five hundred thousand dollars ($500,000) require prior Board approval.~~

3. Debt Policy

Debt financing allows an institution to pay for an asset over a period of time, up to its useful life, rather than pay for it at the time of purchase. This is a financially responsible practice for certain types of capital assets within appropriate limitations and acceptable interest rates. Examples of debt transactions include bonds, loans or capital leases. Debt capacity is a valuable tool for an institution and must be managed thoughtfully using a strategy which anticipates future needs.

a. Objectives

i. To provide a guideline on the use of debt proceeds to support the capital needs of an institution governed by the Board while balancing institutional objectives with achieving the lowest overall cost of capital relative to current credit market terms and structure risk.

ii. To provide selected financial ratios with specific targets to ensure appropriate financial parameters that enable an institution to maintain access to capital markets through an acceptable credit rating as determined by a rating agency (Moody's, Standard and Poor's, or Fitch's Investors Service).

b. Principles for Structuring Debt Financing

i. An institution will consider its debt portfolio holistically so as to optimize the portfolio of debt for the entire institution, rather than on a project-by-project basis, while taking into account an institution's cash and investments. An institution will manage the timing and overall level of debt to provide low-cost and timely access to the capital markets. An institution will balance the goal of achieving the lowest cost of capital with the goal of limiting exposure to interest rate risk, other financing and credit risks and on-going requirements. For preservation of the debt capacity and the security for debt financing, debt may be used for capital assets with the available and permissible revenue obligation pledge of an institution as security.

ii. A project can be considered for financing if there is an identifiable repayment source and, where required, an additional reserve fund or income from unrestricted resources to be utilized should intended repayment sources become unavailable.

iii. Debt issues will be coordinated to the extent it is advantageous so that multiple projects can be accommodated in a single borrowing to reduce overall issuance cost per dollar of debt issued.

iv. Internal resource loans may be used for interim financing until long-term financing can be completed. A reimbursement resolution must be adopted by the Board if capital expenditures to be reimbursed will be made more than 60 days prior to the date of the purchase contract for the long-term financing per IRS regulations.

v. Institutions may issue fixed or variable rate debt financing instruments. Fixed rate debt provides more long-term interest rate stability than variable rate debt, and therefore will typically be the financing instrument of choice. However, variable rate debt may be appropriate where it is desirable to: provide repayment/restructuring flexibility; benefit from historically lower average interest costs; diversify the debt portfolio; or provide a hedge to short-term investment balances.

a) An institution shall evaluate the following three (3) key risk categories associated with a debt offering to finance capital projects when considering the choice between variable or fixed rate debt structures.

i) Rate Risk: the risk that short-term interest rates will increase beyond an institution's debt service provisions, thereby, taking resources away from the other competing programs or uses. Cost effective interest rate hedge instruments should be considered to mitigate variable rate debt exposure.

ii) Tax Risk: the risk that federal tax changes could raise the cost of variable rate debt.

iii) Liquidity or Funding Risk: the possibility that buyers in the market would not be willing to buy the bonds sold by current investors during the regular remarketing schedule, causing either an institution or its letter of credit bank to need to purchase those bonds when presented for sale on the market. In addition, an institution considering variable rate debt will give consideration to renewal and repricing risk associated with any supporting letter of credit.

b) In order to limit exposure to interest rate risk, an institution's amount of variable rate debt outstanding should not exceed twenty percent (20%) of an institution's total debt portfolio.

vi. Institutions will actively consider current or advanced refunding opportunities of outstanding debt when:

a) the net present value savings are positive (usually a minimum of 3%), or

b) the refunding will support a strategic need of an institution by providing an opportunity to change debt amortization, or eliminate unwanted covenants or tax regulation.

c. Debt Capacity Review

i. In an effort to meet the objectives of this policy, the Board has established limits for overall debt using two core financial ratios consistent with measures used by the rating agencies.

a) Ratio #1: Viability Ratio = Expendable Assets/Outstanding Debt
This ratio measures the availability of unrestricted institution assets (including assets held by an affiliated foundation for the sole purpose of debt service on institution debt) to cover debt should an institution be required to repay its outstanding principal debt obligations immediately. The target for this ratio is to be no less than 1.0 times the total debt owed. An institution may fall below 1.0x if so authorized by a vote of the Board, but may at no time be less than .08x. The ratio is expressed in the following equation:

$$\frac{\text{Expendable Net Assets}}{\text{Aggregate Outstanding Debt}} \geq 0.8x$$

At the time an institution is considering debt for an institution, it should strive to keep the ratio as high as possible to hedge against a negative effect on the financial statements of the institution due to an unexpected downturn in revenues.

b) Ratio #2: Debt Burden Ratio = Actual Debt Service/Adjusted Expenses
The debt burden ratio measures an institution's dependence on debt as a fund source for financing its operations and the relative cost of debt to an institution's total expenditures. By maintaining an appropriate proportion of debt service to total expenditures, other critical and strategic needs can be met as part of the expense base. The limit for this ratio is to be no greater than 7.0%. The ratio is expressed in the following equation:

$$\frac{\text{Actual Debt Service}}{\text{Adjusted Expenses}} \leq 7\%$$

The threshold for this ratio shall not be exceeded without prior approval from the Board.

ii. Ratios will be evaluated on an annual basis. In addition, the ratios will be calculated to show the effect of a new debt issue prior to funding and approval from Board. Ratio terms will be defined by the executive director.

d. Investor Disclosure and Continuing Disclosure Obligations
Each institution has an obligation under federal law to provide relevant and timely disclosure to bond investors of material events and other institutional information via the Municipal Securities Rulemaking Board's Electronic Municipal Market Access (EMMA) system.

e. Taxable debt
Taxable debt is appropriate in instances where capital projects do not qualify for tax-exempt financing, certain situations exist whereby the planned future use of the capital asset may materially change to permit more federally funded research-based and/or commercial-related activities that potentially violate current tax-exempt financing laws, or when the taxable rate premium is offset by other cost savings. An institution will perform an analysis to support determination that taxable debt is warranted.

f. Short-term or interim debt
With the approval of the Board, an institution may enter into short-term borrowing agreements to provide interim financing for projects or portions of projects for which an institution ultimately intends to issue long-term debt. Short-term borrowing is subject to the same approvals, limits and ratio calculations as long-term debt.

g. Financial Reporting
The executive director may adopt certain reporting requirements in the area of issuance of debt by institutions, and such reports shall be provided at a date specified and contain information as prescribed by the executive director.

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BOISE STATE UNIVERSITY

SUBJECT
Employee Dependent Fee Program

REFERENCE

December 2010	Board approved request to implement pilot employee dependent fee program
October 2012	Board updated on pilot program
February 2013	Board approved first reading of amendment to Board Policy V.R.3 allowing institutions to authorize and set a dependent fee
March 2013	Board approved second reading of amendment to Board Policy V.R.3 allowing institutions to authorize and set a dependent fee

APPLICABLE STATUTE, RULE, OR POLICY
Idaho State Board of Education Governing Policies & Procedures, Section V.R.3.a.vi.

BACKGROUND/DISCUSSION
In fall 2011 Boise State University implemented a Board-approved employee dependent fee pilot program. In the program's first year, from fall 2011 through the end of summer term 2012, 168 dependent children utilized the benefit. Faculty and staff have expressed strong support for the continuation of this benefit. Due to the success of the pilot program, the University now seeks Board approval to make the dependent fee a permanent employee benefit. Program eligibility and benefits follow:

<u>Eligibility</u>

- Dependent child of a permanent Boise State employee who has completed at least five months of benefit-eligible service with the University and who is scheduled to work at least 20 hours per week.

- For purposes of program eligibility, a dependent child is defined as an unmarried child who is under age 26 as of the first day of the semester. A child is a son, daughter, stepchild, adopted child, child placed for adoption, or foster child.

- Only one dependent fee for one child will be allowed per semester per family. If both parents work for the University, only one will be permitted to utilize the fee, unless the parents are legally separated or divorced.

<u>Benefits</u>

- The dependent fee benefit will apply to tuition and fees for either a part-time schedule or a regular full-time class load, as defined by the University. Overload credits are not eligible for the dependent fee.

- Eligible dependents may be enrolled in either undergraduate or graduate classes, but they must be admitted under regular academic provisions; the fee does not guarantee acceptance to the University.

- The cost to the enrolled dependent under the fee is a $25 registration fee and 35 percent of the regular applicable resident or non-resident tuition and fees.

IMPACT

In the pilot program's first year, the total cost to the University was $265,950. The University anticipates usage rates and program costs will remain relatively consistent.

STAFF COMMENTS AND RECOMMENDATIONS

Staff recommends approval.

BOARD ACTION

I move to approve Boise State University's request to make permanent the employee dependent fee program consistent with the terms presented.

Moved by_______________ Seconded by__________Carried Yes_____ No_____

BOISE STATE UNIVERSITY

SUBJECT

Planning and Design of Fine Arts Building

REFERENCE

June 2012	Board approved Six-year Capital Improvement Plan Amendment

APPLICABLE STATUTE, RULE, OR POLICY

Idaho State Board of Education Governing Policies & Procedures, Section V.K.3.a.

BACKGROUND/DISCUSSION

Boise State University (BSU) seeks Board approval for the planning and design of a new Fine Arts building. This building will be located adjacent to and north of the Micron Business and Economics building (MBEB). It will have a significant presence along Capitol Boulevard and serve as a companion building to MBEB.

It is anticipated that this building will facilitate the co-location of many disciplines within the Art department and budget permitting, the Arts and Humanities Institute. Currently the Art department is housed in six different buildings on campus. The existing facilities are very limited in terms of infrastructure and capacity. University Fine Arts programs have had to limit the number of sections and students in certain classes and programs due to facility limitations. Furthermore, the accreditation body for University Fine Arts programs has indicated that the existing facilities are an area of concern. The new Fine Arts building will allow for increased student enrollment, increased class offerings and more student and faculty interaction. The new facility will be sized to accommodate future program growth.

The spaces within the new Fine Arts building, subject to the completion of the consultant's programming efforts, will likely include art studios, gallery space, digital design labs, audio-visual labs, departmental classrooms, faculty/staff offices, student and faculty informal gathering spaces, conference rooms and space for the Arts and Humanities Institute.

IMPACT

The cost of design services for the project is estimated to not exceed $2.89 million. The source of funds for design services is institutional funds. Total project costs, including construction costs, contingency, design and engineering fees, equipment costs, testing, surveying, reports and furniture, fixtures and equipment are estimated to be between $30 and $35 million depending on the final scope and design development details. Cost ranges are related to continued uncertainty in the construction market, especially for competitively bid public sector work.

This estimate includes escalation costs for the expected duration of the project design phase.

The University is actively seeking private donations for this project and envisions the final funding sources for this project to be a combination of private gifts, University funds, and/or new bond proceeds, subject to future Board approval. A final budget and source of funds will be presented to the Board when the project is brought forward for construction approval.

ATTACHMENTS

STAFF COMMENTS AND RECOMMENDATIONS

Board policy V.K. provides that a six-year capital improvement plan ("Plan") constitutes "notice to the Board that an institution … may bring a request at a later date for Board approval of one or more of the projects included in its approved Plan. Board approval of a Plan [does] not constitute approval of a project included in the Plan." Inclusion of a project in an institution's Board-approved Plan is a condition precedent to requesting Board approval for each step in the major capital project approval process.

In June 2012 the Board approved BSU's amended Plan which included a proposed Fine Arts building.

Staff recommends approval.

BOARD ACTION

I move to approve the request by Boise State University to commence the planning and design phase for a Fine Arts building for a cost not to exceed $2,885,000 in institutional funds.

Moved by __________ Seconded by __________ Carried Yes _____ No _____

Project Number:	DPW13-206
Project Title:	Fine Arts Building
Date:	2/11/2013

Category	Prelim Budget
Architectural Fees	$ 2,662,000
Construction Costs	$ -
Testing, Inspections and Misc.	$ 138,000
Construction Contingency	$ -
Subtotal	$ 2,800,000

University Costs	$ 85,000
Project Contingency 10%	$ -

Total Project	$ 2,885,000

ATTACHMENT 2

Office of the Idaho State Board of Education
Capital Project Tracking Sheet
Apr-13

History Narrative

Institution/Agency: Boise State University **Project:** Fine Arts Building
Project Description: Planning and Design for new Fine Arts Building

Project Use:
Project Size:

	Sources of Funds				Use of Funds			
	PBF	ISBA	Other *	Total Sources	Planning	Use of Funds Const	Other	Total Uses
Initial Cost of Project	$ -	$ -	$ 2,885,000	$ 2,885,000	$ 2,662,000		$ 223,000	$ 2,885,000
Total Project Costs	$ -	$ -	$ 2,885,000	$ 2,885,000	$ 2,662,000	$ -	$ 223,000	$ 2,885,000

			|-------------------- * Other Sources of Funds--------------------|				
History of Funding:	**PBF**	**ISBA**	**Institutional Funds**	**Student Revenue**	**Other**	**Total Other**	**Total Funding**
Apr-13	$ -	$ -	$ 2,885,000			$ 2,885,000	$ 2,885,000
						$ -	$ -
					-	-	-
Total	$ -	$ -	$ 2,885,000	$ -	$ -	$ 2,885,000	$ 2,885,000

BOISE STATE UNIVERSITY

SUBJECT

Purchase of real property at 1801 University Drive

APPLICABLE STATUTE, RULE, OR POLICY

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

BACKGROUND/DISCUSSION

Boise State University (BSU) has been in ongoing discussions with the University Christian Church (UCC) regarding the acquisition of UCC's property at 1801 University Drive for over 10 years.

Acquisition of the UCC property is a strategic purchase for the University. The UCC parcel is the largest single parcel in the University expansion zone and is in close proximity to the Student Union Building, Special Events Center, Central Plant and Liberal Arts Building. Additionally, the University owns several smaller properties which adjoin the UCC parcel. The parcel is approximately four acres and is comprised of two connected buildings totaling 45,162 gross square feet and a surface parking lot with 196 parking spaces.

Until redevelopment, the University has multiple potential interim uses for the property. A majority of the buildings' interior space could be used for offices, classrooms, storage and support areas.

IMPACT

The agreed upon purchase price for the parcel is $5.9 million. The University will allow UCC to remain in the facility for up to one year after closing to facilitate their relocation. The UCC will provide all assurances, maintenance and repair, utilities and insurance as required by the University.

The source of funds for the property purchase is expected to be $650,000 in University reserves and the balance from the Series 2013B Bonds.

ATTACHMENTS

Attachment 1 – Property Ownership Map	Page 3
Attachment 2 – Map of UCC Property	Page 4

STAFF COMMENTS AND RECOMMENDATIONS

This is a request by BSU for approval for the purchase of real property within the University's expansion zone. The property and structures are described above in the Background/Discussion. The appraised value of the parcel (as of September 2011) is $5,650,000.

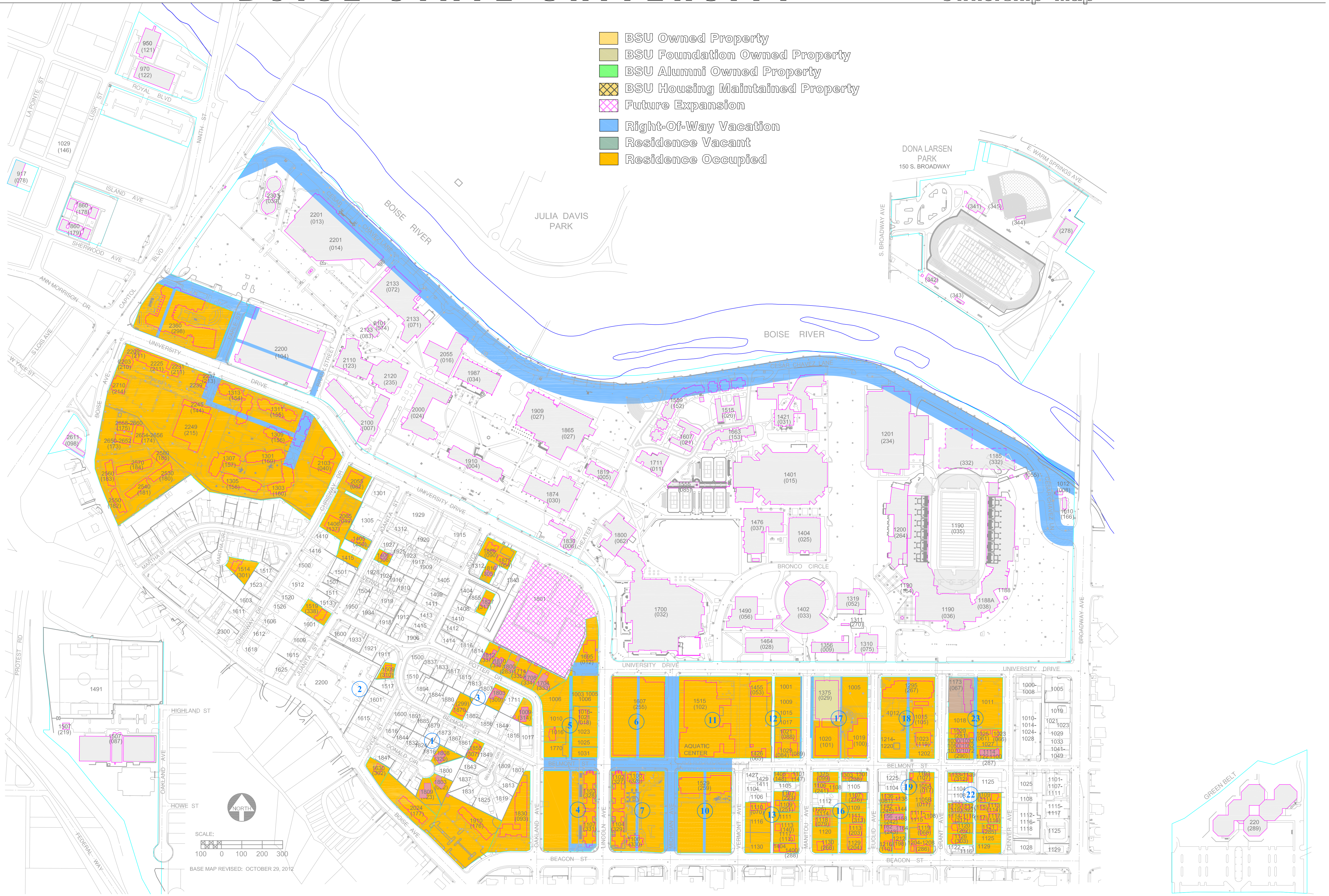
Staff recommends approval.

BOARD ACTION

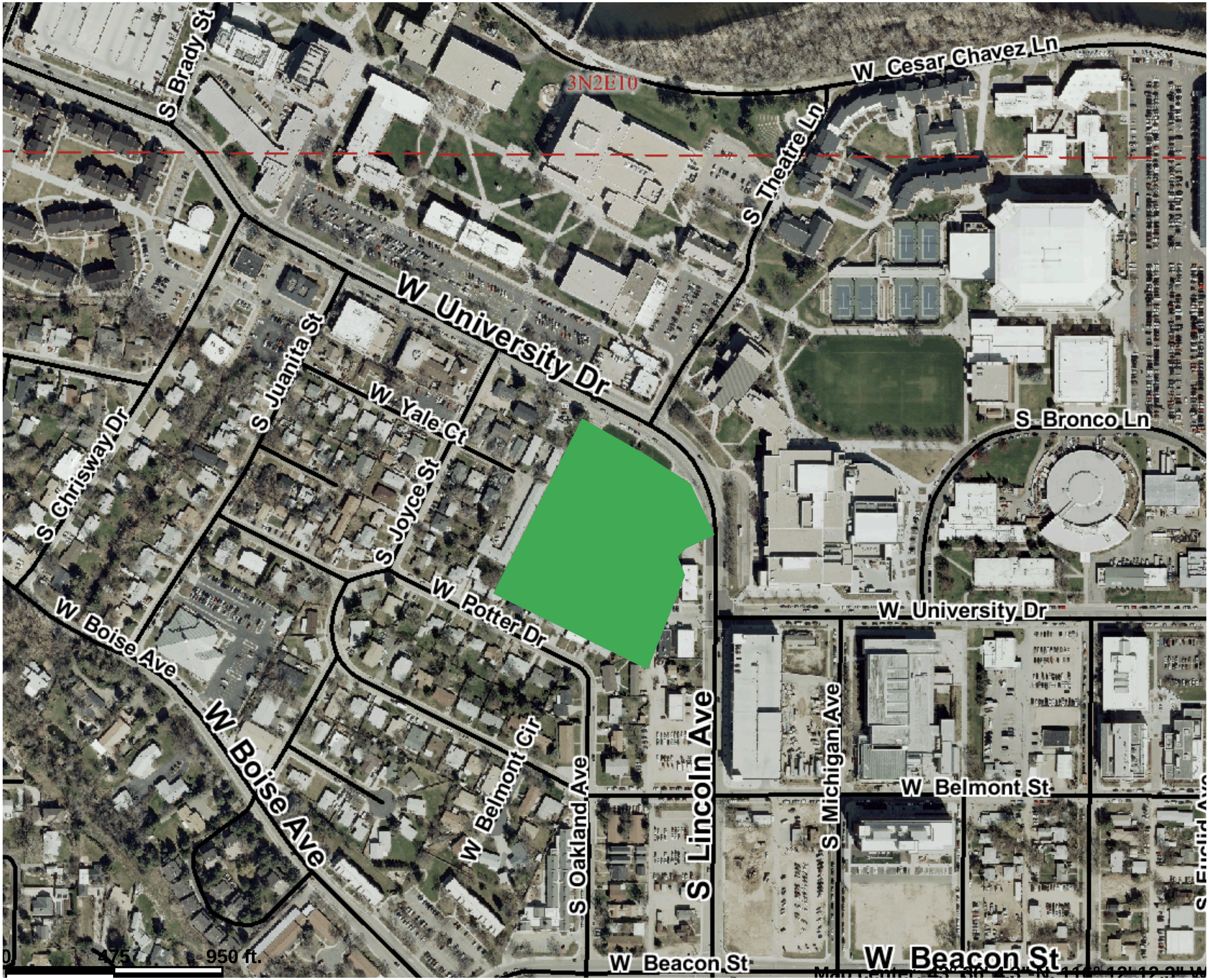
I move to approve the request by Boise State University to purchase real property parcel number S1015120690, located at 1801 University Dr. in Boise, Idaho, for a cost not to exceed $5.9 million plus normal closing costs, to approve the purchase as an economically feasible project necessary for the proper operation of the University, and to authorize the Vice President for Finance and Administration to execute all necessary transaction documents pertaining to the purchase.

Moved by __________ Seconded by __________ Carried Yes _____ No _____

BOISE STATE UNIVERSITY - Ownership Map



ATTACHMENT 2



BOISE STATE UNIVERSITY

SUBJECT

Authorization for issuance of 2013 general revenue project and refunding bonds

APPLICABLE STATUTE, RULE OR POLICY

Idaho State Board of Education Governing Policies & Procedures, Section V.F.
Idaho Code §33-3804

BACKGROUND/DISCUSSION

Boise State University (BSU) requests the Board's approval to issue approximately $_________________ in tax-exempt refunding bonds ("Series 2013A Bonds") and $_____________ in taxable general revenue project and refunding bonds (Series 2013B Bonds") pursuant to a Supplemental Bond Resolution.

The University is purchasing approximately four (4) acres of property within the approved expansion zone and adjacent to the campus for future development. Of the total purchase price, approximately $5.3 million will be financed from the 2013B bonds.

In addition, with the assistance of its bond underwriter, the University periodically reviews outstanding bond issues to assess whether market conditions warrant refinancing to take advantage of lower interest rates. The refunding of the Series 2004A and Series 2005A in the aggregate principal amount of $16,305,000[1] would result in a debt service net present value savings of six (6) percent, approximately $970,315.[2]

Principal Amount

Approximately $_______________

Maturities

To be determined the day of pricing.

Amortization Plan

The amortization schedule for the Series 2013A and B bonds reflects level debt service.

[1] Exact series and amounts will be available at the Board meeting.

[2] Exact amount will be available at the Board meeting.

Interest Rates

To be determined the day of pricing.

Source of Security

General Revenue pledge of the University, excluding appropriated funds, grants, contract revenues and restricted gifts.

Ratings

Rating agency updates were conducted the week of March 18, 2013, in anticipation of the 2013A and 2013B issuance. The University's current ratings are ___________________________ as determined by Moody's Investors Service and Standard & Poor's, respectively (see Attachments 4 and 5).

Documents to be Provided at the Board Meeting

Once pricing is concluded, the University will provide the following at the Board meeting:

1. Bond sizing analysis showing final amounts, interest rates and maturities on the bonds;

2. Final Supplemental Bond Resolution showing rates and maturities of the bonds; and

3. Insert of new Appendix A to Bond Purchase Agreement showing bond rates and maturities.

Bond pricing will occur on the 18th day of April, 2013. Agenda consideration after 2:00 pm MT is requested.

IMPACT

Interest rates have reached levels that would enable the University to advance refund portions of two series of outstanding bonds totaling $16.3 million that generate net present value debt service savings of $970,000, which is six (6) percent of the refunded principal.

The University's debt service ratio after the 2013AB issuance is estimated to be 5.9 percent for fiscal year 2014. In the event that market conditions are no longer favorable at the time of the meeting, no refunding bonds will be issued.

ATTACHMENTS

STAFF COMMENTS AND RECOMMENDATIONS

Board approval of this bond issuance would bring BSU's total projected annual debt service to approximately $18.4M in FY 2014, and decreasing thereafter. Refunding savings from the 2013A issuance are not reflected in total debt service amounts, so projected amounts are conservatively overstated. BSU's current debt service as a percent of operating budget is 5.8%. This bond issuance would increase that ratio to 5.9%. The Board has informally considered 8% as a debt service ceiling.

Debt projection revenue assumptions include:

1. $3M decrease in federal student financial aid in 2013 (sequestration); ongoing -1% student growth from student fees; $0 new strategic facilities fee in FY2014
2. 2% decrease in appropriated funds in out-years
3. 2% decrease in gifts each year and auxiliary revenues flat at FY2013 levels
4. Sequestration: $2M decrease in 2013 and 3% ongoing decrease in federal research grants each year
5. 5.0% interest rate for 30 years

As part of this issuance, the University also stands to benefit from the refinancing of two outstanding bond issues.

Staff cannot make a recommendation due to outstanding pending information.

BOARD ACTION

I move to approve a Supplemental Resolution for the Series 2013A and 2013B Bonds, the title of which is as follows:

> A SUPPLEMENTAL RESOLUTION of the Board of Trustees of Boise State University authorizing the issuance and sale of (i) General Revenue Project and Refunding Bonds, Series 2013A, in the principal amount of up to $______________ and (ii) General Revenue Refunding Bonds, Series 2013B, in the principal amount of up to $_____________; authorizing the execution and delivery of a Bond Purchase Agreement and providing for other matters relating to the authorization, issuance, sale and payment of the Series 2013A and 2013B Bonds.

and to direct staff to provide written notification to the Division of Financial Management and the Legislative Services Office, Budget and Policy Analysis Division within thirty (30) days.

Roll call vote is required.

Moved by _________ Seconded by __________ Carried Yes ______ No ______

Draft 3-18-2013

PRELIMINARY OFFICIAL STATEMENT DATED APRIL 3, 2013

New Issue—Book Entry Only RATINGS: See "RATINGS" herein

In the opinion of Hawley Troxell Ennis & Hawley LLP, Bond Counsel, assuming continuous compliance with certain covenants described herein: (i) interest on the Series 2013A Bonds is excluded from gross income under federal income tax laws pursuant to Section 103 of the Internal Revenue Code of 1986, as amended to the date of delivery of the Series 2013A Bonds (the "Tax Code"); (ii) interest on the Series 2013A Bonds is excluded from alternative minimum taxable income as defined in Section 55(b)(2) of the Tax Code except that such interest is required to be included in calculating the "adjusted current earnings" adjustment applicable to corporations for purposes of computing the alternative minimum taxable income of corporations; and (iii) interest on the Series 2013A Bonds is excluded from gross income for purposes of income taxation by the State of Idaho. See "TAX MATTERS-- Series 2013A Bonds.*" In addition, in the opinion of Bond Counsel, interest on the Series 2013B Bonds is included in gross income pursuant to the Tax Code and is included in gross income for purposes of income taxation by the State of Idaho. See "TAX MATTERS-- Series 2013B Bonds."*

BOISE STATE UNIVERSITY

$__________*
BOISE STATE UNIVERSITY
GENERAL REVENUE REFUNDING BONDS,
SERIES 2013A (TAX EXEMPT)

$__________*
BOISE STATE UNIVERSITY
GENERAL REVENUE PROJECT AND REFUNDING BONDS,
SERIES 2013B (TAXABLE)

Dated: Date of Delivery **Due: April 1, as shown on the inside cover**

The above captioned Boise State University General Revenue Refunding Bonds, Series 2013A (Tax Exempt) in the aggregate principal amount of $__________* (the "Series 2013A Bonds") and the Boise State University General Revenue Project and Refunding Bonds, Series 2013B (Taxable) in the aggregate principal amount of $__________* (the "Series 2013B Bonds" and together with the Series 2013A Bonds, the "2013 Bonds"), will be issued by Boise State University (the "University") pursuant to a Master Resolution adopted by the Board of Trustees of the University on September 17, 1992, as supplemented and amended, including a Supplemental Resolution to be adopted on April 18, 2013.

The proceeds of the 2013 Bonds will be used (i) to finance a portion of the cost of acquiring an approximately four-acre parcel of property, together with improvements thereon, adjacent to the University's campus in Boise Idaho (the "Property Acquisition Project"), (ii) to refund certain of the University's outstanding bonds (the "Refunding Project") and (iii) to pay costs of issuing the 2013 Bonds. The 2013 Bonds are initially issuable in book-entry form only through The Depository Trust Company, New York, New York ("DTC"), which will act as securities depository for the Bonds. Interest on the 2013 Bonds is payable on each April 1 and October 1, commencing October 1, 2013. The 2013 Bonds are subject to optional and mandatory sinking fund redemption as described herein. The 2013 Bonds are payable solely from and secured solely by the Pledged Revenues, which include certain student fees, enterprise revenues and interest earnings on University funds and accounts. See "SECURITY FOR THE 2013 BONDS" herein.

THE 2013 BONDS SHALL BE EXCLUSIVELY OBLIGATIONS OF THE UNIVERSITY, PAYABLE ONLY IN ACCORDANCE WITH THE TERMS THEREOF, AND SHALL NOT BE OBLIGATIONS, GENERAL, SPECIAL OR OTHERWISE, OF THE STATE OF IDAHO. THE 2013 BONDS SHALL NOT CONSTITUTE A DEBT–LEGAL, MORAL OR OTHERWISE–OF THE STATE OF IDAHO, AND SHALL NOT BE ENFORCEABLE AGAINST THE STATE, NOR SHALL PAYMENT THEREOF BE ENFORCEABLE OUT OF ANY FUNDS OF THE UNIVERSITY OTHER THAN THE INCOME AND REVENUES PLEDGED AND ASSIGNED TO, OR IN TRUST FOR THE BENEFIT OF, THE HOLDERS OF THE 2013 BONDS. THE UNIVERSITY IS NOT AUTHORIZED TO LEVY OR COLLECT ANY TAXES OR ASSESSMENTS, OTHER THAN THE PLEDGED REVENUES DESCRIBED HEREIN, TO PAY THE 2013 BONDS. THE UNIVERSITY HAS NO TAXING POWER.

See Inside Cover for Maturity Schedules

The 2013 Bonds are offered when, as and if issued and received by the Underwriter, subject to the approval of legality by Hawley Troxell Ennis & Hawley LLP, Bond Counsel, and certain other conditions. Certain matters will be passed on for the University by its counsel, Kevin D. Satterlee, Esq., and for the Underwriter by its legal counsel, Foster Pepper PLLC, and by Hawley Troxell Ennis & Hawley LLP, in its capacity as disclosure counsel to the University. It is expected that the 2013 Bonds will be available for delivery through the facilities of DTC on or about May 8, 2013.

* Preliminary, subject to change.

BARCLAYS

BOISE STATE UNIVERSITY

2013 BONDS

$________*

GENERAL REVENUE REFUNDING BONDS,

SERIES 2013A (TAX EXEMPT)

DUE APRIL 1	PRINCIPAL AMOUNT	INTEREST RATE	YIELD	CUSIP NO.**
	$	%	%	

$_________ Term Bond due April 1, ____; Interest Rate ______%; Yield ______%; CUSIP No.__________

$_________ Term Bond due April 1, ____; Interest Rate ______%; Yield ______%; CUSIP No.__________

$________*

GENERAL REVENUE PROJECT AND REFUNDING BONDS,
SERIES 2013B (TAXABLE)

DUE APRIL 1	PRINCIPAL AMOUNT	INTEREST RATE	YIELD	CUSIP NO.**
	$	%	%	

$_________ Term Bond due April 1, ____; Interest Rate ______%; Yield ______%; CUSIP No.__________

$_________ Term Bond due April 1, ____; Interest Rate ______%; Yield ______%; CUSIP No.__________

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* Preliminary; subject to change.

** CUSIP data contained herein is provided by Standard & Poor's, CUSIP Service Bureau, a division of The McGraw Hill Companies, Inc. CUSIP numbers have been assigned by an independent company not affiliated with the University or the Underwriter, and are included solely for the convenience of the holders of the 2013 Bonds. Neither the University nor the Underwriter is responsible for the selection or uses of these CUSIP numbers, and no representation is made as to their correctness on the 2013 Bonds or as indicated above.

THE IDAHO STATE BOARD OF EDUCATION

AND BOARD OF TRUSTEES OF BOISE STATE UNIVERSITY

UNIVERSITY OFFICIALS

Robert W. Kustra, Ph.D.—President

Martin E. Schimpf, Ph.D.—Provost and Vice President for Academic Affairs

Kevin D. Satterlee, J.D.— Vice President for Campus Operations and General Counsel

Stacy Pearson, MPA, CPA—Bursar and Vice President for Finance and Administration

Lisa Harris, Ph.D.—Vice President for Student Affairs

Mark Rudin, Ph.D.—Vice President for Research

Laura Simic —Vice President for University Advancement

UNDERWRITER

Barclays Capital Inc.
701 Fifth Avenue, Suite 7101
Seattle, Washington 98104-7016
Phone: (206) 344-5838
Fax: (212) 520-0837

BOND AND DISCLOSURE COUNSEL

Hawley Troxell Ennis & Hawley LLP
877 Main Street, Suite 1000
Boise, Idaho 83701
Phone: (208) 344 6000
Fax: (208) 954 5285

TRUSTEE AND PAYING AGENT

The Bank of New York Mellon Trust Company, N.A.

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GENERAL INFORMATION

No dealer, broker, salesperson or other person has been authorized by the Board, the University or the Underwriter to give any information or to make any representations with respect to the 2013 Bonds, other than as contained in this Official Statement, and if given or made, such other information or representations must not be relied upon as having been authorized by the Board, the University or the Underwriter. This Official Statement does not constitute an offer to sell or the solicitation of an offer to buy the 2013 Bonds, nor shall there be any sale of the 2013 Bonds by any person, in any jurisdiction in which it is unlawful for such persons to make such offer, solicitation or sale.

The information set forth herein has been furnished by the University, the Board, DTC and certain other sources that the University believes to be reliable, but is not guaranteed as to accuracy or completeness by, and is not to be construed as a representation by, the Underwriter. The information and expressions of opinion contained herein are subject to change without notice, and neither the delivery of this Official Statement nor any sale made hereunder shall, under any circumstances, create any implication that there has been no change in the affairs of the University or any other person or entity discussed herein since the date hereof.

In connection with this offering, the Underwriter may over-allot or effect transactions that stabilize or maintain the market price of the 2013 Bonds at levels above that which might otherwise prevail in the open market. Such stabilization, if commenced, may be discontinued at any time.

The Underwriter has included the following sentence for inclusion in this Official Statement: The Underwriter has reviewed the information in this Official Statement in accordance with, and as part of, its responsibilities to investors under the federal securities laws, as applied to the facts and circumstances of this transaction, but the Underwriter does not guarantee the accuracy or completeness of such information.

THE SECURITIES OFFERED HEREBY HAVE NOT BEEN APPROVED OR DISAPPROVED BY THE SECURITIES AND EXCHANGE COMMISSION OR ANY STATE SECURITIES COMMISSION, NOR HAS THE SECURITIES AND EXCHANGE COMMISSION OR ANY STATE SECURITIES COMMISSION PASSED UPON THE ACCURACY OR ADEQUACY OF THIS OFFICIAL STATEMENT. ANY REPRESENTATION TO THE CONTRARY MAY BE A CRIMINAL OFFENSE.

This Official Statement contains "forward-looking statements" that are based upon the University's current expectations and its projections about future events. When used in this Official Statement, the words "project," "estimate," "intend," "expect," "scheduled," "pro forma" and similar words identify forward-looking statements. Forward-looking statements are subject to known and unknown risks, uncertainties and factors that are outside of the control of the University. Actual results could differ materially from those contemplated by the forward-looking statements. Readers are cautioned not to place undue reliance on these forward-looking statements, which speak only as of the date hereof. The University has no plans to issue any updates or revise these forward-looking statements based on future events.

PRELIMINARY OFFICIAL STATEMENT

BOISE STATE UNIVERSITY

$__________*	**$__________***
GENERAL REVENUE REFUNDING BONDS	**GENERAL REVENUE PROJECT AND REFUNDING BONDS**
SERIES 2013A (TAX EXEMPT)	**SERIES 2013B (TAXABLE)**

INTRODUCTION

GENERAL

This Official Statement, including the cover page and the information contained in the Appendices hereto, is furnished in connection with the offering of the $________* Boise State University General Revenue Refunding Bonds, Series 2013A (Tax Exempt) (the "*Series 2013A Bonds*") and the $____________* Boise State University General Revenue Project and Refunding Bonds, Series 2013B (Taxable) (the "*Series 2013B Bonds*" and together with the Series 2013A Bonds, the "*2013 Bonds*").

The descriptions and summaries of various documents hereinafter set forth do not purport to be comprehensive or definitive, and reference should be made to each document for the complete details of all terms and conditions. All statements herein are qualified in their entirety by reference to each document. The attached Appendices are integral parts of this Official Statement and should be read in their entirety.

Capitalized terms used but not defined herein shall have the meanings assigned to such terms in "APPENDIX C–GLOSSARY OF TERMS USED IN THE RESOLUTION AND OFFICIAL STATEMENT."

BOISE STATE UNIVERSITY

Boise State University (the "University") is a publicly supported, multi-disciplinary institution of higher education located in Boise, Idaho. The University has the largest student enrollment of any university in the State of Idaho (the "*State*"), with an official fall 2012 enrollment of 22,678 students (based on headcount, with full-time-equivalent enrollment of 16,136) as of the October 15, 2012 census date. The University's official spring 2013 enrollment was ________ as of the March 15, 2013 census date. The State Board of Education serves as the Board of Trustees (the "*Board*"), the governing body of the University.

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* Preliminary; subject to change.

AUTHORIZATION FOR AND PURPOSE OF THE 2013 BONDS

The 2013 Bonds are being issued pursuant to Title 33, Chapter 38, Idaho Code, as amended, and Title 57, Chapter 5, Idaho Code, as amended (collectively, the "*Act*"), and a resolution adopted by the Board on September 17, 1992, as previously supplemented and amended (the "*Master Resolution*"), and as further supplemented by a resolution adopted by the Board on April 18, 2013 authorizing the issuance of the 2013 Bonds (the "*2013 Supplemental Resolution*" and, collectively with the Master Resolution, the "*Resolution*").

Pursuant to the Master Resolution, the Board has previously authorized the issuance of various series of General Revenue Bonds (the "*Outstanding Bonds*"), which are currently outstanding in the principal amount of **[**$235,340,000**] [update]** (including the Refunded Bonds). The 2013 Bonds, the Outstanding Bonds, and any Additional Bonds hereafter issued under the Resolution, are referred to herein as the "*Bonds*" or the "*General Revenue Bonds*." See "DEBT SERVICE REQUIREMENTS" and "FINANCIAL INFORMATION REGARDING THE UNIVERSITY–Outstanding Debt."

The proceeds of the 2013 Bonds will be used (i) to finance a portion of the cost of acquiring an approximately four-acre parcel of property, together with improvements thereon, located adjacent to the University's campus in Boise Idaho (the "Property Acquisition Project"); (ii) to refund certain of the University's outstanding bonds (the "Refunding Project") purely for debt service savings and (iii) to pay costs of issuing the 2013 Bonds. See "ESTIMATED SOURCES AND USES OF FUNDS," "PROPERTY ACQUISITION PROJECT" and "REFUNDING PROJECT" herein.

SECURITY FOR THE 2013 BONDS

The 2013 Bonds are secured by Pledged Revenues on a parity with the other Bonds. Pledged Revenues include (i) Student Fees; (ii) Sales and Service Revenues; (iii) revenues received by the University as reimbursement for facility and administrative costs in conjunction with grants and contracts for research activities conducted by the University (the "*F&A Recovery Revenues*"); (iv) various revenues generated from miscellaneous sources, including non-auxiliary advertising, vending in non-auxiliary buildings, postage and printing ("*Other Operating Revenues*"); (v) Investment Income (as defined in APPENDIX C), and (vi) other revenues as the Board shall designate as Pledged Revenues, but excluding State appropriations and Restricted Fund Revenues. "Revenues Available for Debt Service" means (a) revenues described in clauses (i), (iii), (iv), (v), and (vi) above and (b) revenues described in clause (ii) above less Operation and Maintenance Expenses of the Auxiliary Enterprises.

Under the Resolution, the University has covenanted to establish and maintain the Pledged Revenues sufficient, together with other Pledged Revenues available or to be available in the Debt Service Account to pay Debt Service for the Fiscal Year, to produce Revenues Available for Debt Service in each Fiscal Year equal to not less than 110% of Debt Service on the Bonds Outstanding for each such Fiscal Year. See "SECURITY FOR THE 2013 BONDS–Rate Covenant."

ADDITIONAL BONDS

The University has reserved the right in the Resolution to issue Additional Bonds payable from and secured by the Pledged Revenues on a parity with the 2013 Bonds, subject to the satisfaction of certain conditions contained in the Resolution. See "SECURITY FOR THE 2013 BONDS–Additional Bonds."

TAX MATTERS

In the opinion of Bond Counsel, assuming continuous compliance with certain covenants described herein: (i) interest on the Series 2013A Bonds is excluded from gross income under federal income tax laws pursuant to Section 103 of the Internal Revenue Code of 1986, as amended to the date of delivery of the Series 2013A Bonds (the "Tax Code"); (ii) interest on the Series 2013A Bonds is excluded from alternative minimum taxable income as defined in Section 55(b)(2) of the Tax Code except that such interest is required to be included in calculating the "adjusted current earnings" adjustment applicable to corporations for purposes of computing the alternative minimum taxable income of corporations; and (iii) interest on the Series 2013A Bonds is excluded from gross income for purposes of income taxation by the State of Idaho. See "TAX MATTERS-- Series 2013A Bonds."

In addition, in the opinion of Bond Counsel, interest on the Series 2013B Bonds is included in gross income pursuant to the Tax Code and is included in gross income for purposes of income taxation by the State of Idaho. See "TAX MATTERS-- Series 2013B Bonds."

See "TAX MATTERS."

THE 2013 BONDS

DESCRIPTION OF THE 2013 BONDS

The 2013 Bonds will be dated their date of original issuance and delivery and will mature on April 1 of the years and in the amounts as set forth on the inside cover page of this Official Statement.

The 2013 Bonds shall bear interest from their date at the rates set forth on the inside cover page of this Official Statement. Interest on the 2013 Bonds is payable on April 1 and October 1 of each year, beginning October 1, 2013. Interest on the 2013 Bonds shall be computed on the basis of a 360-day year of twelve 30-day months. The Bank of New York Mellon Trust Company, N.A., is the trustee and paying agent for the 2013 Bonds.

The 2013 Bonds will be issued as fully-registered bonds, initially in book-entry form only, in denominations of $5,000 or any integral multiple thereof.

BOOK-ENTRY SYSTEM

The Depository Trust Company ("*DTC*"), New York, New York, will act as securities depository for the 2013 Bonds. The 2013 Bonds will be issued as fully-registered securities registered in the name of Cede & Co. (DTC's partnership nominee) or such other name as may be requested by an authorized representative of DTC. One fully-registered bond certificate will be issued for each maturity of each series of the 2013 Bonds, each in the aggregate principal amount of such maturity, and will be deposited with DTC.

DTC, the world's largest securities depository, is a limited-purpose trust company organized under the New York Banking Law, a "banking organization" within the meaning of the New York Banking Law, a member of the Federal Reserve System, a "clearing corporation" within the meaning of the New York Uniform Commercial Code, and a "clearing agency" registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934. DTC holds and provides asset servicing for over 3.5 million issues of U.S. and non-U.S. equity issues, corporate and municipal debt issues, and money market instruments (from over 100 countries) that DTC's participants ("Direct Participants") deposit with DTC. DTC also facilitates the post-trade settlement among Direct Participants of sales and other securities transactions in deposited securities, through electronic computerized book-entry transfers and pledges between Direct Participants' accounts. This eliminates the need for physical movement of securities certificates. Direct Participants include both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, clearing corporations, and certain other organizations. DTC is a wholly-owned subsidiary of The Depository Trust & Clearing Corporation ("DTCC"). DTCC is the holding company for DTC, National Securities Clearing Corporation, and Fixed Income Clearing Corporation all of which are registered clearing agencies. DTCC is owned by the users of its regulated subsidiaries. Access to the DTC system is also available to others such as both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, and clearing corporations that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly ("Indirect Participants"). DTC has Standard & Poor's rating of AA+. The DTC Rules applicable to its Participants are on file with the Securities and Exchange Commission. More information about DTC can be found at **www.dtcc.com**.

Purchases of 2013 Bonds under the DTC system must be made by or through Direct Participants, which will receive a credit for the 2013 Bonds on DTC's records. The ownership interest of each actual purchaser of each 2013 Bond ("Beneficial Owner") is in turn to be recorded on the Direct and Indirect Participants' records. Beneficial Owners will not receive written confirmation from DTC of their purchase. Beneficial Owners are, however, expected to receive written confirmations providing details of the transaction, as well as periodic statements of their holdings, from the Direct or Indirect Participant through which the Beneficial Owner entered into the transaction. Transfers of ownership interests in the 2013 Bonds are to be accomplished by entries made on the books of Direct and Indirect Participants acting on behalf of Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interests in 2013 Bonds, except in the event that use of the book-entry system for the 2013 Bonds is discontinued.

To facilitate subsequent transfers, all 2013 Bonds deposited by Direct Participants with DTC are registered in the name of DTC's partnership nominee, Cede & Co., or such other name as may be requested by an authorized representative of DTC. The deposit of 2013 Bonds with DTC and their registration in the name of Cede & Co. or such other DTC nominee do not effect any change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the 2013 Bonds; DTC's records reflect only the identity of the Direct Participants to whose accounts such 2013 Bonds are credited, which may or may not be the Beneficial Owners. The

Direct and Indirect Participants will remain responsible for keeping account of their holdings on behalf of their customers.

Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time. Beneficial Owners of 2013 Bonds may wish to take certain steps to augment transmission to them of notices of significant events with respect to the 2013 Bonds, such as redemptions, tenders, defaults, and proposed amendments to the 2013 Bond documents. For example, Beneficial Owners of 2013 Bonds may wish to ascertain that the nominee holding the 2013 Bonds for their benefit has agreed to obtain and transmit notices to Beneficial Owners. In the alternative, Beneficial Owners may wish to provide their names and addresses to the Trustee and request that copies of notices be provided directly to them.

Redemption notices shall be sent to DTC. If less than all of the 2013 Bonds within a maturity of a series are being redeemed, DTC's practice is to determine by lot the amount of the interest of each Direct Participant in such maturity to be redeemed.

Neither DTC nor Cede & Co. (nor any other DTC nominee) will consent or vote with respect to 2013 Bonds unless authorized by a Direct Participant in accordance with DTC's MMI Procedures. Under its usual procedures, DTC mails an Omnibus Proxy to the University as soon as possible after the record date. The Omnibus Proxy assigns Cede & Co.'s consenting or voting rights to those Direct Participants to whose accounts 2013 Bonds are credited on the record date (identified in a listing attached to the Omnibus Proxy).

While the book-entry system is in effect, payments of principal of and interest on the 2013 Bonds will be made to Cede & Co., or such other nominee as may be requested by an authorized representative of DTC. DTC's practice is to credit Direct Participants' accounts upon DTC's receipt of funds and corresponding detailed information from the University or the Trustee, on payable date in accordance with their respective holdings shown on DTC's records. Payments by Participants to Beneficial Owners will be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers in bearer form or registered in "street name," and will be the responsibility of such Participant and not of DTC, the Trustee, or the University, subject to any statutory or regulatory requirements as may be in effect from time to time. Payments to Cede & Co. (or such other nominee as may be requested by an authorized representative of DTC) are the responsibility of the University or the Trustee, disbursement of such payments to Direct Participants will be the responsibility of DTC, and disbursement of such payments to Beneficial Owners will be the responsibility of Direct and Indirect Participants.

DTC may discontinue providing its services as depository with respect to the 2013 Bonds at any time by giving reasonable notice to the University or the Trustee. Under such circumstances, in the event that a successor depository is not obtained, the 2013 Bond certificates are required to be printed and delivered.

The University may decide to discontinue use of the system of book-entry-only transfers through DTC (or a successor securities depository). In that event, the 2013 Bond certificates will be printed and delivered to DTC.

The information in this section concerning DTC and DTC's book-entry system has been obtained from sources that the University believes to be reliable, but the University takes no responsibility for the accuracy thereof.

REDEMPTION

Optional Redemption. [**subject to underwriter structuring**]

The Series 2013A Bonds maturing on or after April 1, ________ are subject to redemption at the election of the University at any time on or after _________, in whole or in part, from such maturities as may be selected by the University. Such optional redemption of the Series 2013A Bonds shall be at a price of 100% of the principal amount of the Series 2013A Bonds to be so redeemed, plus accrued interest to the date fixed for redemption.

The Series 2013B Bonds maturing on or after April 1, ________ are subject to redemption at the election of the University at any time on or after _________, in whole or in part, from such maturities as may be selected by the University. Such optional redemption of the Series 2013B Bonds shall be at a price of 100% of the principal amount of the Series 2013B Bonds to be so redeemed, plus accrued interest to the date fixed for redemption. **[may be subject to make-whole premium]**

Mandatory Sinking Fund Redemption. [**subject to underwriter structuring**]

The Series 2013A Bonds maturing on April 1, _______ are subject to mandatory sinking fund redemption prior to their stated maturity, at a price of 100% of the principal amount of the Series 2013A Bonds to be so redeemed, plus accrued interest to the date fixed for redemption, on April 1 of the years, and in the amounts, shown below:

APRIL 1 OF THE YEAR	MANDATORY REDEMPTION AMOUNT
	$
*	

* Stated maturity.

The Series 2013B Bonds maturing on April 1, _______ are subject to mandatory sinking fund redemption prior to their stated maturity, at a price of 100% of the principal amount of the

Series 2013B Bonds to be so redeemed, plus accrued interest to the date fixed for redemption, on April 1 of the years, and in the amounts, shown below:

April 1 Of The Year	Mandatory Redemption Amount
	$
*	

* Stated maturity.

Notice of Redemption. The Resolution requires the Trustee to give notice of any redemption of the 2013 Bonds not less than 35 days nor more than 60 days prior to the redemption date, by first class mail, postage prepaid, addressed to the registered owners of such 2013 Bonds to be redeemed at the addresses appearing on the registry books kept by the Trustee. With respect to any notice of optional redemption of 2013 Bonds, unless upon the giving of such notice such 2013 Bonds shall be deemed to have been paid within the meaning of the Resolution, such notice may state that the redemption is conditioned upon the receipt by the Trustee on or prior to the date fixed for such redemption of money sufficient to pay the redemption price of and interest on the 2013 Bonds to be redeemed, and that if such money shall not have been so received, the notice shall be of no force and effect and the University shall not be required to redeem such 2013 Bonds. In the event that such notice of redemption contains such a condition and such money is not so received, the redemption will not be made and the Trustee will promptly thereafter give notice, in the manner in which the notice of redemption was given, that such money was not so received and that such redemption was not made.

Selection for Redemption. If less than all 2013 Bonds are to be redeemed, the particular maturities of such 2013 Bonds to be redeemed and the principal amounts of such maturities to be redeemed shall be selected by the University. If less than all of the Bonds of any maturity of the 2013 Bonds are to be redeemed, the 2013 Bonds to be redeemed will be selected by lot. If less than all of a 2013 Bond that is subject to mandatory sinking fund redemption is to be redeemed, the redemption price shall be applied to such mandatory sinking fund installments as the University shall direct.

SECURITY FOR THE 2013 BONDS

GENERAL

The 2013 Bonds are secured by Pledged Revenues on a parity with all Bonds previously issued and all Additional Bonds that may be issued under the Resolution. Pledged Revenues include:

(i) Student Fees;

(ii) Sales and Services Revenues;

(iii) F&A Recovery Revenues;

(iv) Other Operating Revenues;

(v) Unrestricted income generated on investments of moneys in all funds and accounts of the University (the "Investment Income"); and

(vi) Such other revenues as the Board shall designate as Pledged Revenues.

For a description of the sources and components of the Pledged Revenues, see "Pledged Revenues" below. For the amounts of Pledged Revenues in recent years, see "Historical Revenues Available for Debt Service" below.

Pledged Revenues do not include State appropriations, which by law cannot be pledged. Pledged Revenues also exclude Restricted Fund Revenues, including restricted gift and grant revenues. See "FINANCIAL INFORMATION REGARDING THE UNIVERSITY" AND "FINANCIAL INFORMATION REGARDING THE UNIVERSITY - REDUCTION IN CERTAIN REVENUES; SEQUESTRATION" AND "APPENDIX A—AUDITED FINANCIAL STATEMENTS OF THE UNIVERSITY FOR THE FISCAL YEARS ENDED JUNE 30, 2012 AND 2011."

PLEDGED REVENUES

Student Fees. The University assesses and collects a variety of fees from students enrolled at the University. Board approval for most of these student fees is required, but the Board has delegated to the University President approval of certain student fees. The Board may assess fees at any time during the year, and has authority to establish the fees unilaterally, without review or approval by the students, the State, or any other governmental or regulatory body. In practice, however, the Board sets Board-approved student fees annually. Prior to the Board meeting at which fees are set, public hearings concerning the fees are held and student participation is actively solicited. Board-approved "Student Fees" include (i) the Tuition Fee; (ii) Facility, Technology and Activity Fees; and (iii) General Education Fees, as further described below.[*]

For the academic year 2012-2013, total Board-approved Student Fees per full-time undergraduate student per semester were $2,942 for Idaho residents and $8,662 for non-resident students. For the 2011-2012 academic year, such Student Fees were, respectively, $2,783 and $7,983 per semester.

Tuition Fee. The Tuition Fee supports instruction, student services, institutional support and maintenance and operation of the physical plant. The revenues derived from the Tuition Fee for the Fiscal Year ended June 30, 2011 ("Fiscal Year 2011") and Fiscal Year 2012 were $60,071,912 and $61,870,880, respectively.

[*] Excludes a health insurance charge, which is paid directly to a third-party insurance provider.

Facility, Technology and Activity Fees. The University charges a wide variety of fees to students to support various infrastructure and activities. Currently, these fees fall into three categories: (i) Facility Fees, which include the Student Building Fee, the Student Union and Housing Fee, the Capital Expenditure Reserve Fee, the Recreation Facility Fee, the Health and Wellness Center Fee, and the Strategic Facility Fee; (ii) Technology Fees, which include the Technology Fee and the Student Support System Fee; and (iii) Activity Fees, which include 15 fees assessed to support various programs and activities. The revenues derived from the Facility, Technology, and Activity Fees for Fiscal Year 2011 and Fiscal Year 2012 were $29,660,924 and $31,411,620, respectively.

General Education Fees. The University's General Education Fees include the Graduate/Professional Fee, non-resident Tuition, the Western Undergraduate Exchange Fee, the In Service Fee, the Faculty Staff Fee, the Senior Citizen Fee, and Self-Supporting Program Fees. The revenues derived from the General Education Fees for Fiscal Year 2011 and Fiscal Year 2012 were $16,585,832 and $20,543,114, respectively.

Tuition and Student Fee Increases. It is Board policy to limit total tuition and facility, technology and activity fee increases in any single fiscal year to a maximum of 10% unless the Board grants special approval for an increase greater than 10%. Tuition and student fees for the following fiscal year are set in April. The tuition and facility, technology and activity fee increases for the Fiscal Years shown below were as follows:

FISCAL YEAR ENDING JUNE 30	TOTAL RESIDENTIAL STUDENT TUITION AND FEES PER SEMESTER	PERCENTAGE INCREASE
2013	$2,942	5.7%
2012	2,783	5.0
2011	2,650	9.0
2010	2,432	5.0
2009	2,316	5.0

Student Fees also include a variety of other charges for services and course fees for which the authority to approve has been delegated by the Board to the University President. Fees for services include admission, orientation and testing fees as well as late fees. Course fees include fees for field trips, fees for supplies for specific classes and labs, as well as special workshop fees. Revenues generated from these other charges for Fiscal Year 2011 and Fiscal Year 2012 were $5,978,946 and $6,147,291, respectively.

See "APPENDIX B—SCHEDULE OF STUDENT FEES" for a list of Student Fees assessed for Fiscal Year 2013. The Student Fees to be assessed for Fiscal Year 2014 will be approved by the Board at its April 18-19, 2013 meeting.

Sales and Services Revenues. Sales and Services Revenues include revenues generated through operations of auxiliary enterprises. The majority of these revenues are generated through housing and student union operations; bookstore sales; ticket and event sales from the Taco Bell Arena, Bronco Stadium, Morrison Center and Select A Seat; parking charges; and recreation center activity charges. Sales and Services Revenues also include revenues generated incidentally to the conduct of instruction, research and public service activities, including unrestricted revenues generated by the University's public radio station, testing services provided by University labs, and sales of scientific and literary publications, and revenues from miscellaneous operations. See "THE UNIVERSITY–Certain University Facilities" for a description of the University's major facilities from which Sales and Services Revenues are derived.

Sales and Services Revenues for Fiscal Year 2011 and Fiscal Year 2012 were $53,924,410 and $58,904,473, respectively. See "APPENDIX A—AUDITED FINANCIAL STATEMENTS OF THE UNIVERSITY FOR THE FISCAL YEARS ENDED JUNE 30, 2012 AND 2011."

Facilities and Administrative Recovery Revenues. A portion of federal funds expended each year on scientific research is provided to institutions to pay the direct costs of conducting research, such as the salaries for scientists and materials and labor used to perform research projects, and the balance is granted to pay for "facilities and administrative costs" ("*F&A Costs*"), which encompass spending by the receiving institution on items such as facilities maintenance and renewal, heating and cooling, libraries, the salaries of departmental and central office staff, and other general administration costs.

The University has focused on expanding research and has received an increased number and dollar amount of research grants over the last five years. In Fiscal Year 2011 and Fiscal Year 2012, the University received F&A Recovery Revenues of $5,422,035, and $5,368,929, respectively. The University expects this increase will slow as a result of budget cuts at the federal level. See "FINANCIAL INFORMATION REGARDING THE UNIVERSITY-Reduction in Certain Revenues; Sequestration."

Other Operating Revenues. The University receives other miscellaneous revenues in the course of its operations. Examples of Other Operating Revenues include revenues generated through certain non-auxiliary advertising, vending machines in non-auxiliary facilities, and postage and printing services. [Other Operating Revenues also include Federal interest subsidy payments made to the University with respect to the Taxable General Revenue Bonds, Series 2010B (Build America Bonds–Issuer Subsidy) ("Series 2010B Bonds").] **[Confirm]** In Fiscal Year 2011 and Fiscal Year 2012, the University generated Other Operating Revenues of $1,676,216 and $1,730,717, respectively. See "APPENDIX A—AUDITED FINANCIAL STATEMENTS OF THE UNIVERSITY FOR THE FISCAL YEARS ENDED JUNE 30, 2012 AND 2011" and ["FINANCIAL INFORMATION REGARDING THE UNIVERSITY" AND "FINANCIAL INFORMATION REGARDING THE UNIVERSITY - REDUCTION IN CERTAIN REVENUES; SEQUESTRATION."]

Investment Income. Investment Income included in Pledged Revenues includes all unrestricted investment income. For Fiscal Year 2011 and Fiscal Year 2012, Investment Income included in Pledged Revenues was $663,453 and $483,682, respectively. See "APPENDIX A—AUDITED FINANCIAL STATEMENTS OF THE UNIVERSITY FOR THE FISCAL YEARS ENDED JUNE 30, 2012 AND 2011."

HISTORICAL REVENUES AVAILABLE FOR DEBT SERVICE

The following table shows the Pledged Revenues and the Revenues Available for Debt Service for Fiscal Years 2010 through 2012. As described under "DEBT SERVICE REQUIREMENTS," the University estimates that the maximum annual debt service on the Bonds upon the issuance of the 2013 Bonds will be approximately $____ million. **[update]**

	2010	2011	2012
Student Fees	$99,384,223	$112,297,614	$119,972,905
Sales and Services Revenues	51,564,008	53,924,410	58,904,473
F&A Recovery Revenues	4,507,023	5,422,035	5,368,929
Other Operating Revenues	1,629,239	1,676,216	1,730,717
Investment Income	832,082	663,453	483,682
TOTAL	$157,916,575	$173,983,728	$186,460,706
Less Operation and Maintenance Expenses of Auxiliary Enterprises	(59,532,528)	(60,026,901)	(65,802,427)
Revenues Available for Debt Service (Pledged Revenues less Operation and Maintenance Expenses of Auxiliary Enterprises in excess of Sales and Services Revenues)	$98,384,047	$113,956,827	$120,658,279

INTERIM FINANCIAL DATA

The following table shows certain unaudited financial data regarding the University for the six-month periods ending December 31, 2011 and 2012:

	2011	2012
Student Fees	$62,094,014	$66,603,663
Sales and Services Revenues	33,128,958	35,888,699
F&A Recovery Revenues	2,839,867	2,500,171
Other Operating Revenues	817,438	730,245
Investment Income	265,282	278,320
TOTAL PLEDGED REVENUES	$99,145,559	$106,001,098
Less Operation and Maintenance Expenses of Auxiliary Enterprises	(31,265,238)	(34,806,822)
Revenues Available for Debt Service (Pledged Revenues less Operation and Maintenance Expenses of Auxiliary Enterprises in excess of Sales and Services Revenues)	$67,880,321	$71,194,276

FLOW OF FUNDS

The Resolution creates the Revenue Fund, which is held by the University. All Pledged Revenues are required to be deposited in the Revenue Fund. At least five days before each payment date, money in the Revenue Fund is required to be transferred to the Debt Service Account held by the Trustee, for payment of interest, principal, and redemption premium, if any, coming due on the Bonds.

Amounts remaining in the Revenue Fund may be applied, free and clear of the lien of the Resolution, for any lawful purpose of the University, as provided in the Resolution. The University has historically used and intends to continue to use any excess moneys in the Revenue Fund primarily to pay for operation and maintenance expenses and capital improvements.

RATE COVENANT

Under the Resolution, the University has covenanted to establish and maintain the Pledged Revenues sufficient, together with other Pledged Revenues available or to be available in the Debt Service Account to pay Debt Service for the Fiscal Year, to produce Revenues Available for Debt Service in each Fiscal Year equal to not less than 110% of Debt Service on the Bonds Outstanding for each such Fiscal Year.

ADDITIONAL BONDS

Additional Bonds, Generally. The amount of Additional Bonds that may be issued under the Resolution is not limited by law or by the Resolution. In order to issue Additional Bonds for the purpose of financing Projects, the University must satisfy certain conditions, including the filing with the Trustee of:

(i) A Written Certificate of the University to the effect that, upon the delivery of the Additional Bonds, the University will not be in default in the performance of any of the covenants, conditions, agreements, terms, or provisions of the Resolution or any supplemental resolution with respect to any Bonds; and

(ii) A Written Certificate of the University to the effect that Estimated Revenues Available for Debt Service equal at least 110% of the Maximum Annual Debt Service on all Bonds to be outstanding upon the issuance of the Additional Bonds for (a) each of the Fiscal Years of the University during which any Bonds will be outstanding following the estimated completion date of the Project being financed by the Additional Bonds, if interest during construction of the Project being financed by the Additional Bonds is capitalized, or (b) the University's current Fiscal Year and any succeeding Fiscal Year during which any Bonds will be outstanding, if interest during construction of the Project being financed by the Additional Bonds is not capitalized (a "Coverage Certificate"). See "APPENDIX D–SUMMARY OF CERTAIN PROVISIONS OF THE RESOLUTION–Additional Bonds."

Refunding Bonds. The University may issue Additional Bonds to refund Bonds issued under the Resolution by providing certificates similar to those described above in (i) and (ii). Alternatively, Additional Bonds may be issued to refund Bonds issued under the Resolution without compliance with the requirements described above if the Additional Bonds do not increase debt service by more than $25,000 per year.

The University may issue Additional Bonds for the purpose of refunding any of its obligations that were not issued under the Resolution if it files with the Trustee (i) a copy of the Supplemental Resolution authorizing the issuance of the Additional Bonds and providing that any revenues securing such refunded obligations shall become part of the Pledged Revenues securing the Bonds issued under the Resolution, (ii) the Coverage Certificate described above, and (iii) a Written Certificate of the University to the effect that, upon the delivery of the Additional Bonds, the University will not be in default in the performance of any of the covenants, conditions, agreements, terms, or provisions of the Resolution.

NO DEBT SERVICE RESERVE

There is no debt service reserve requirement with respect to the Bonds.

PROPERTY ACQUISITION PROJECT

A portion of the proceeds of the Series 2013B Bonds will be used to finance a portion of the cost of acquiring an approximately four-acre parcel of real property and improvements thereon, located adjacent to the University's campus, to be used for future development. The total cost of the Property Acquisition Project is approximately $6 million.

REFUNDING PROJECT

The University is pursuing the Refunding Project exclusively for debt service savings. Accordingly, the Refunded Bonds listed herein represent only potential candidates for refunding. The actual bonds to be refunded will be determined at or about the time of the pricing and sale of the 2013 Bonds.

The proceeds of the Series 2013A Bonds will be used (i) to refund all or a portion of the University's $31,480,000 General Revenue Bonds, Series 2004A maturing on and after April 1, 2024 (the portion of such bonds to be refunded being referred to herein as the"2004A Refunded Bonds"), (ii) to refund a portion of the University's $21,925,000 General Revenue and Refunding Bonds, Series 2005A maturing on or after April 1, 2017 (the portion of such bonds to be refunded being referred to herein as the "2005A Refunded Bonds"), and (iii) to pay the Costs of Issuance of the Series 2013A Bonds. In addition to the Property Acquisition Project, the proceeds of the Series 2013B Bonds will be used to refund a portion of the 2005A Refunded Bonds (which portion has previously been advanced refunded, and thus cannot be refunded with tax-exempt bonds) and to pay Costs of Issuance of the Series 2013B Bonds. The 2004A Refunded Bonds and the 2005A Refunded Bonds are collectively referred to herein as the "Refunded Bonds."

A portion of the proceeds of the 2013 Bonds will be irrevocably deposited in an escrow fund (the "*Escrow Fund*") to be held by The Bank of New York Mellon Trust Company, N.A., as escrow agent, to refund the Refunded Bonds. Such amount will be used to provide cash and purchase direct obligations of the United States that are sufficient to pay the redemption price of, and accrued interest on, the Refunded Bonds on their respective redemption dates. See "ESTIMATED SOURCES AND USES OF FUNDS."

The 2004A Refunded Bonds, which mature in the following amounts and on the following dates and bear interest at the following rates, will be called for redemption on April 1, 2014, at a redemption price of 100% of the principal amount thereof, plus accrued interest thereon:

MATURITY DATE (APRIL 1)	PRINCIPAL AMOUNT	INTEREST RATE

*Term bond; final maturity

The Series 2005A Refunded Bonds, which mature in the following amounts and on the following dates and bear interest at the following rates, will be called for redemption on April 1, 2015, at a redemption price of 100% of the principal amount thereof, plus accrued interest thereon:

MATURITY DATE (APRIL 1)	PRINCIPAL AMOUNT	INTEREST RATE

*Term bond; final maturity

Certain mathematical computations regarding the sufficiency of and the yield on the investments held in the Escrow Fund will be verified by [Grant Thornton LLP], Certified Public Accountants. See "ESCROW VERIFICATION" below.

ESTIMATED SOURCES AND USES OF FUNDS*

The sources and uses of funds with respect to the 2013 Bonds are estimated to be as follows:

SOURCES:

Aggregate Principal Amount of 2013 Bonds	$
University Contribution	648,000
Original Issue Premium	
TOTAL	$

USES:

Series 2013 Project Account	$
Escrow Fund to Refund the Refunded Bonds	
Costs of Issuance[1]	
TOTAL	$

DEBT SERVICE REQUIREMENTS

The following table shows the debt service requirements for the Bonds.

		2013 BONDS		
FISCAL YEAR	OUTSTANDING BONDS*	PRINCIPAL**	INTEREST	TOTAL
	$	$	$	$

[1] Includes legal, rating agency, trustee, and Underwriter's fees.

* Does not reflect the refunding of the Refunded Bonds. Any refunding with proceeds of the Series 2013A Bonds will be undertaken solely to achieve debt service savings. The University expects to receive a cash subsidy equal to 35% of the interest payable on its Series 2010B Bonds. Amounts shown reflect actual debt service payable to holders of the Series 2010B Bonds and exclude consideration of the subsidy payments to be received by the University. See "FINANCIAL INFORMATION REGARDING THE UNIVERSITY- Reduction in Certain Revenues; Sequestration."

** Preliminary; subject to change.

TOTAL	$	$	$	$

THE UNIVERSITY

The University is the largest institution in the Idaho system of higher education. The University's main campus is located in Boise, Idaho.

Situated along the banks of the Boise River near downtown Boise, the University's main campus provides convenient access to the governmental institutions and commercial and cultural amenities that are located in Idaho's capital city. The Boise City-Nampa metropolitan surrounding area had a population of approximately 627,664 as of the 2011 census estimate, representing a 35% growth from 2000.

The University was founded as Boise Junior College in 1932, began offering baccalaureate programs in 1965 and entered the State system of higher education in 1969 as Boise State College. The University was renamed Boise State University in 1974, when it began offering graduate programs. The University administers baccalaureate, master's and doctoral programs through seven colleges–Arts and Sciences, Business and Economics, Education, Engineering, Graduate Studies, Health Sciences, and Social Sciences and Public Affairs. Master's degrees are offered in 75 distinct graduate curricula. Seven doctoral curricula include an Ed.D. in Curriculum and Instruction and Educational Technology as well as Ph.D. programs in Geophysics, Geosciences, and Electrical and Computer Engineering, Biomolecular Science and Material Science. The University is fully accredited by the Northwest Commission on Colleges and Universities through 2018, and a number of the University's academic programs have also obtained specialized accreditation.

The University is the home of over 50 research centers and institutes, including the Center for Health Policy, the Center for Public Policy and Administration, the Environmental Science and Public Policy Research Institute, the Global Business Consortium, the Raptor Research Center, and the Center for Orthopedic and Biomechanics Research. Student athletes compete in NCAA intercollegiate athletics at the Division I A level on 17 men's and women's teams in 12 sports. The University also hosts National Public Radio, Public Radio International and American Public Radio on the Boise State Radio Network, which broadcasts in southern Idaho, western Oregon and northern Nevada on a network of 18 stations and translators.

UNIVERSITY GOVERNANCE AND ADMINISTRATION

The responsibility for overall management and determination of University policy and standards is vested with the Board, which also serves as the Idaho State Board of Education, the Regents of the University of Idaho, the Board of Trustees for Idaho State University in Pocatello, the Board of Trustees for Lewis Clark State College in Lewiston, and the State Board for Professional Technical Education and Vocational Rehabilitation. The Governor appoints seven of the members to the Board for five year terms. The membership, terms and occupations of the current board members are listed below. The elected State Superintendent of Public Instruction serves *ex officio* as the eighth member of the Board for a four-year term.

BOARD OF TRUSTEES OF BOISE STATE UNIVERSITY
AND STATE BOARD OF EDUCATION

NAME	RESIDENCE	OCCUPATION	TERM EXPIRES
Kenneth Edmunds (President)	Twin Falls	Real Estate Developer	2013
Don Soltman (Vice President)	Twin Lakes	Retired Hospital Executive	2014
Emma Atchley (Secretary)	Ashton	Community Leader	2015
Bill Goesling	Moscow	Associate Vice President for D.A. Davidson	2016
Roderic W. Lewis	Boise	General Counsel, Micron Technology, Inc.	2015
Tom Luna*	Nampa	State Superintendent of Public Instruction	2014
Milford Terrell	Boise	Owner/President of DeBest Plumbing	2017
Richard Westerberg	Preston	PacifiCorp officer (retired)	2014

* Serves *ex officio* on the State Board of Education in his capacity as State Superintendent of Public Instruction.

The State Board of Education has an approximately 21 member, full time professional staff headed by Mike Rush, Executive Director. His appointment became effective in 2008.

University Officers. The President of the University and his staff are responsible for the operation of the University and the fulfillment of its academic mission. The President is selected by and serves at the pleasure of the Board. Members of the President's management team are appointed by the President and serve at his pleasure. The President and his principal staff are listed below, with brief biographical information concerning each.

Robert Kustra, Ph.D. – President. Dr. Kustra became the University's sixth president on July 1, 2003. Immediately prior to joining the University, Dr. Kustra served as president of the Midwestern Higher Education Commission, an organization of 10 Midwestern states that focus on advancing higher education through interstate cooperation and resource sharing. Prior to his time at the Midwestern Higher Education Commission, Dr. Kustra served as a senior fellow for the Council of State Governments, and from 1998 to 2001 served as president of Eastern Kentucky University. Prior to his time at Eastern Kentucky University, Dr. Kustra served as the lieutenant governor for the State of Illinois from 1990 to 1998, during a portion of which time he also served as the chair of the Illinois Board of Higher Education. Prior to acting as lieutenant governor, Dr. Kustra served in the Illinois state senate from 1982 to 1990 and in the Illinois House of Representatives from 1980 to 1982.

Dr. Kustra has also held faculty positions at the University of Illinois at Springfield, Roosevelt University, the University of Illinois Chicago, Northwestern University, Loyola University and Lincoln Land Community College. While at Loyola he also served as director of the Center for Research in Urban Government.

Dr. Kustra was educated at Benedictine College in Atchison, Kansas (BA 1965), Southern Illinois University (MA 1968) and the University of Illinois (Ph.D. 1975). All of his degrees are in political science. Throughout his professional life, Dr. Kustra has served on a number of education oriented boards, including the National Collegiate Athletic Association Board of Directors, the Advisory Council for the National Center for Public Policy and Higher Education, the Policies and Purposes Committee of the American Association of State Colleges and Universities, the Ohio Valley Conference Board of Presidents, the DePaul University Board of Trustees and the Education Commission of the States.

Martin E. Schimpf, Ph.D. – Provost and Vice President for Academic Affairs. Dr. Schimpf has served as Boise State University's Provost and Vice President of Academic Affairs since 2010. His career at Boise State University began in 1990 as a professor in the Department of Chemistry, and he served as that department's Chair from 1998 to 2001. He served as Associate Dean of the College of Arts and Sciences from 2001 to 2006. In 2006, Dr. Schimpf was appointed Dean of the College of Arts and Sciences and held that position until his appointment as Provost and Vice President of Academic Affairs. Dr. Schimpf earned an undergraduate degree in chemistry from the University of Washington and a Ph.D. in chemistry from the University of Utah. His interdisciplinary research has led to more than 80 publications, and he has served on numerous international scientific committees.

Stacy Pearson, CPA, MPA – Vice President for Finance and Administration. Ms. Pearson was appointed as Bursar and Vice President for Finance and Administration effective August 15, 2004. Prior to this appointment, Ms. Pearson served as Associate Vice President for Finance and Administration at the University from 1995 to 2004. Ms. Pearson received her Bachelor of Science degree in business at the University of Idaho and her Master of Public Administration degree from the University. Ms. Pearson is a certified public accountant and is active in the Western Association of College and University Business Officers (WACUBO). She served as the Director of the Internal Audit Division for the Oregon University System from 1994 to 1995 and the Internal Auditor for the Idaho State Board of Education from 1987 to 1994. Ms. Pearson was named the Woman of the Year by the Idaho Business Review in 2013.

Kevin D. Satterlee, J.D. – Vice President of Campus Operations and General Counsel. Mr. Satterlee was named General Counsel in 2005. Prior to holding such position, Mr. Satterlee served as Associate Vice President for Planning and Special Assistant to the Vice President for Finance and Administration at the University. Prior to joining the University, Mr. Satterlee served as Chief Legal Officer for the State Board of Education, Deputy Attorney General for the State representing numerous state agencies including the Office of the Governor, and worked in private practice. Mr. Satterlee received his undergraduate degree in political science magna cum laude from the University and his Juris Doctor from the University of Idaho, also magna cum laude.

Mark Rudin, Ph.D. – Vice President for Research. Dr. Rudin joined the University on January 1, 2009 as Vice President for Research. Dr. Rudin received his Ph.D. in Medicinal Chemistry/Health Physics from Purdue University. Prior to his appointment at the University, Dr. Rudin served in a number of teaching and administrative positions at University of Nevada Las Vegas since 1993, including Senior Associate Vice President for Research Services and Chair of the Department of Health Physics. Before joining UNLV, Dr. Rudin was a technical/administrative assistant with the U.S. Department of Energy Headquarters, Office of Environmental Restoration and Waste Management, and from 1989 to 1993, he was a senior program specialist/project engineer with EG&G Idaho at the Idaho National Laboratory in Idaho Falls.

Lisa Harris, Ph.D. – Vice President for Student Affairs. Dr. Harris began her role as the Vice President for Student Affairs at the University in July 2011. She came to the University from Mississippi State University, where she served as Associate Vice President for Student Affairs. Previously, she held positions as Assistant Vice President of Academic Affairs at the University of Alabama, Dean and Director of Undergraduate Admissions at Louisiana State University, and Assistant Director of Admissions at Clemson University. Dr. Harris completed her Ph.D. in Vocational Education, Adult Education emphasis at Louisiana State University, her Master's degree in Personnel Services, Counseling emphasis at Clemson University, and her Bachelor's degree in Psychology at Clemson University. Dr. Harris is active in professional leadership roles, most recently serving the NASPA Region III as the Mississippi Director. She has also been the president and on the executive board of the Southern Association of Collegiate Registrars and Admissions Officers (SACRAO).

Laura Simic –Vice President for University Advancement. Ms. Simic joined the University as Vice President for University Advancement in November of 2012. Most recently, she served four years at Creighton University in Omaha, Nebraska as the interim vice president for university relations and senior associate vice president of development and campaign director. Ms. Simic also worked eight years as the associate vice chancellor for development at the University of North Carolina and ten years in various development roles at the University of Tennessee. Ms. Simic earned her bachelor of arts degree from the University of Oregon in journalism and public relations and her master of science degree from the University of Tennessee in education/leadership studies. She is a Certified Fund Raising Executive.

CERTAIN UNIVERSITY FACILITIES

General. The University's Boise campus includes approximately 120 buildings situated on approximately 201 acres. In addition, the University offers courses and programs in several off-campus centers including downtown Boise City, the Canyon County Center, the Twin Falls Center, the Mountain Home Air Force Base Center, the Meridian Campus and the Gowen Field Center.

The following is a description of the University's major facilities from which Sales and Services Revenues are derived, including housing facilities, the Student Union Building, spectator and recreation facilities, and parking facilities.

Housing Facilities. The University's housing facilities currently consist of (i) seven residence halls, four of which are traditional-style buildings and three of which are suite-style buildings, (ii) five apartment complexes for upper-class housing, and (iii) the new townhouse, which provides 360 beds for upper-class students. Occupancy for Spring 2013 is consistent with Fall averages.

> *University Residence Halls*. The four residence halls and three suite-style halls can accommodate approximately 1,500 students. The University's residence halls offer a variety of amenities, including computer labs and in room high-speed internet connections; recreational and lounge space; laundry facilities; kitchen areas; and academic/study space. For Fiscal Years 2010, 2011 and 2012, the average occupancy rates for fall semester for the University's residence halls were, 97%, 95% and 97%, respectively.

> *University Apartments*. Currently, the University has five apartment complexes available for students including those with their families, which provide over 300 apartments ranging in size from one bedroom to three bedrooms. For Fiscal Years 2010, 2011 and 2012, occupancy rates for fall semester for the University's apartments were 95%, 96% and 88%, respectively.

> *Lincoln Townhomes*. The Lincoln townhouse style housing consists of 360 beds of upper-class student housing. The first building, which added 148 beds, opened in January 2012, and the second building, which added 212 beds, opened in the fall semester of 2012. Average occupancy of the newly opened townhomes as of the fall semester 2012 was 79%.

Student Union Building. Initially constructed in 1967 and expanded in 1988 and 2008, the Student Union Building provides extensive conference and meeting spaces, a 430 seat performance theater, a retail food court, a central production kitchen, a resident student and visitor dining facility, a University Bookstore, a convenience store, a games area, and offices for admissions, student government and student activities. The facilities infrastructure includes high speed LAN and video data capabilities and public lounges with wireless network capabilities. The building totals approximately 252,000 square feet.

Spectator and Recreation Facilities. The University's spectator and recreation facilities include Bronco Stadium, the Taco Bell Arena, the Recreation Center and the Morrison Center. The following is a brief description of these facilities.

> *Bronco Stadium*. Originally constructed in 1970, and expanded in 1997, 2008, 2009 and 2012 to its current total capacity of 37,000 seats, Bronco Stadium is Idaho's largest spectator facility. It is used for all of the University's intercollegiate home football games. The facility includes the press box, stadium suites, banquet facilities, a commercial kitchen, an additional bookstore, office space, and concessions facilities. Currently under construction is the Football Complex, a stand-alone addition to the Bronco Stadium facilities, consisting of football offices and training facilities. This facility will add 70,000 square feet of space and will be complete in the summer of 2013.

> *Taco Bell Arena*. Taco Bell Arena was constructed in 1982 and serves as the University's indoor sports and entertainment complex. In its basketball configuration, the arena accommodates approximately 12,400 spectators. In addition to varsity sports

contests, including the NCAA Basketball Tournament, it has been used for concerts, commencement ceremonies and other entertainment and community events, intramural activities and sports camps. The arena was remodeled during 2012 adding 36 upgraded restrooms.

The Recreation Center. The Student Recreation Center was completed in 2001. It is approximately 98,700 square feet, and includes more than 25,000 square feet of open recreational space for three regulation size basketball courts and a multipurpose gymnasium; a large aerobics/cardiovascular multipurpose workout space; five racquetball/handball/squash courts; a running track with banked turns; a climbing wall; a first aid and athletic training area; classroom and activity spaces; indoor/outdoor meeting space; and an aquatic center.

The Morrison Center. The Velma V. Morrison Center, which opened in 1984, is a 183,885 square foot center for performing arts that includes a ten story stage-house and seating for 2,000. The Morrison Center brings a wide range of artistic performances to the Boise community and provides academic instruction space at the University.

Parking Facilities. The University operates and maintains 50 surface parking lots and two parking garage facilities with a total of approximately 2,691 spaces, for a total of approximately 7,794 parking spaces. The University has a comprehensive parking plan to ensure that the parking system is financially self-supporting.

STUDENT BODY

The University enrolls more students than any other institution in Idaho. In addition to having students from every Idaho county, students from all 50 states and over 65 countries attend the University. The University enrolls large numbers of both traditional age students and working adults. The University's official fall 2012 enrollment is 22,678 students (based on headcount, with full-time equivalent enrollment of 16,136) as of the October 15, 2012 census date, and the University's official spring enrollment is _________ students as of the March 15, 2013 census date.

ENROLLMENT AND GRADUATION STATISTICS
(Fall Semester) *

	2008	2009	2010	2011	2012
ENROLLMENT					
Headcount	19,667	18,936	19,993	19,664	22,678
Full Time Equivalents	14,608	14,537	15,337	15,215	16,136
UNDERGRADUATE STUDENTS[1]					
Full Time	10,799	12,143	12,692	12,669	12,784
Part Time	5,908	4,553	4,657	4,699	6,873
GRADUATE STUDENTS					
Full Time	638	732	901	782	806

Part Time	1,330	1,508	1,743	1,514	2,215
STUDENTS FROM IDAHO	88%	86%	84%	81%	77%
FIRST YEAR UNDERGRADUATES					
Applied	4,801	5,187	6,387	7,845	9,333
Admitted	3,296	4,427	4,222	4,254	5,485
Enrolled	2,214	2,151	2,400	2,243	2,266
ACT Mean Score	21.9	22.0	22.4	22.7	22.9
	2007-2008	2008-2009	2009-2010	2010-2011	2011-2012
DEGREES CONFERRED					
Associate[2]	530	338	219	219	198
Bachelor	2,099	2,193	2,581	2,571	2,782
Master	482	547	642	641	652
Doctorate	9	8	11	11	11
Certificate[3]	66	85	121	157	196

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* Prior to fall 2012, enrollment was measured as of the tenth day of classes. Accordingly, the enrollment data for the years 2007-2011 reflects enrollment as of the tenth day of classes. In the fall of 2012, the State Board of Education adopted a census date for each semester (October 15 and March 15) for all colleges and universities to ensure consistency between institutions and to better reflect the number of students served. The primary difference is related to high school students who are concurrently enrolled in the University.

1 Excludes students in the applied technology program, which was transferred to the College of Western Idaho in July 2009.

2 Excludes applied technology certificates issued by the University between 2007 and 2009, a transition period in which the University's applied technology program was transferred to the College of Western Idaho.

3 Includes undergraduate graduate certificates and post-undergraduate certificates.

Based on fall statistics, from 2008 to 2012, the percentage of freshman ranked in the top quartile of ACT scores has increased 10.42 percent, the percentage of students ranked in the top quartile of their high school has increased 3.0 percent, and the percentage of students with a GPA greater than 3.5 has increased 9.9 percent.

EMPLOYEES

As of June 30, 2012, the University had 4,121 employees. Faculty and staff included 818 professional staff, 778 faculty, 297 other academic appointments, which include roles such as research assistants and adult basic education instructors, and 1,084 classified employees. The University also employed 1,141 students. The University is not a party to any collective bargaining agreement, although there are employee associations that bring any salary issues and other concerns to the attention of the University. The University considers relations with its employees to be good.

EMPLOYEE RETIREMENT BENEFITS

All benefit eligible employees, which consist of employees who work 20 or more hours per week for five consecutive months, must enroll in one of two retirement plans—the State's

Public Employees' Retirement System of Idaho ("*PERSI*") or the Optional Retirement Program ("*ORP*"), which is a plan offered to faculty and non-classified staff effective 1990 and thereafter.

PERSI. The University's classified employees, including its faculty hired prior to July 1, 1990, are covered under PERSI. Additionally, new faculty and professional staff who are vested in PERSI have the option of remaining in or returning to PERSI with written affirmation of this decision within 60 days of employment. PERSI is the administrator of a multiple-employer cost-sharing defined benefit public employee retirement system. A retirement board (the "*PERSI Board*"), appointed by the governor and confirmed by the legislature, manages the system, including selecting investment managers to direct the investment, exchange and liquidation of assets in the managed accounts and establishing policy for asset allocation and other investment guidelines. The PERSI Board is charged with the fiduciary responsibility of administering the plan.

PERSI is the administrator of six fiduciary funds, including two defined benefit retirement plans, the Public Employee Retirement Fund Base Plan ("PERSI Base Plan") and the Firefighters' Retirement Fund ("FRF"); two defined contribution plans, the Public Employee Retirement Fund Choice Plans 401(k) and 414(k); and two Sick Leave Insurance Reserve Trust Funds, one of State employers and one for school district employers. Net assets for all funds administered by PERSI and all other funds administered by PERSI decreased over $22.6 million during Fiscal Year 2012 and increased by $1.9 billion for Fiscal Year 2011 and $1.0 billion over Fiscal Year 2010. The decrease in the defined benefit plans in Fiscal Year 2012 was primarily due to a gross investment return for the year of 1.6% combined with benefits paid and administrative expenses exceeding contributions received. The investment return for Fiscal Year 2011 was 20.7%. According to PERSI, the negative cash flow reflected in Fiscal Year 2012 is normal for a mature plan and has been included in the Board's long-range actuarial planning.

PERSI membership is mandatory for eligible employees of participating employers. Employees must be: (i) working 20 hours per week or more; (ii) teachers working a half-time contract or greater; or (iii) persons who are elected or appointed officials. Membership is mandatory for State agency and local school district employees, and membership by contract is permitted for participating political subdivisions such as cities and counties. On July 1, 2012, PERSI had 65,270 active members, 26,683 inactive members (of whom 10,823 are entitled to vested benefits), and 37,150 annuitants. As of July 1, 2012, there were 752 participating employers in the PERSI Base Plan. Total membership in PERSI was 129,102.

As of July 1, 2012, PERSI's actuarial value of assets total $11,306.2 million and the actuarial liabilities funded by PERSI total $13,349.7 million. This means that as of July 1, 2012 PERSI is 84.7 percent funded. GASB Statement 25 (Reporting Standards for defined benefit pension plans) has replaced Projected Benefits Obligations ("PBO") as the measure of pension plan funding status. As required by GASB Statement 25, the PERSI Schedule of Funding Progress shows a Funded Ratio of 84.7% and an amortization period of 14.8 years for the PERSI Base Plan, based on contribution rates established as of the valuation date. The Schedule of Employer Contributions shows that PERSI employers have contributed at least 100% of the Actuarially Required Contributions (ARC).

Annual actuarial valuations for PERSI are provided by the private actuarial firm of Milliman, which has provided the actuarial valuations for PERSI since PERSI's inception. As a result of the statutory requirement that the amortization period for the unfunded actuarial liability be 25 years or less, contribution rate increases for the three years beginning July 1, 2011, as proposed by the actuary, were reviewed and approved by the PERSI Board on December 8, 2009, and are shown below:

Contribution Rate Increases[1]

	Member General/ Teacher	Fire/ Police	Employer General/ Teacher	Fire/ Police
Contribution Rates:	6.23%	7.69%	10.39%	10.73%
Planned Contribution Rates:				
Effective July 1, 2013	6.79%	8.36%	11.32%	11.66%
Effective July 1, 2014	7.34%	9.03%	12.24%	12.58%
Effective July 1, 2015	8.19%	10.04%	13.65%	13.99%

(1) The proposed rate increase was originally planned to commence effective July 1, 2011, but has been postponed until 2013, and each subsequent increase has been correspondingly postponed one year.

Source: Public Employees Retirement System of Idaho 2012 Comprehensive Annual Finance Report for Fiscal Year Ended June 30, 2012.

On July 1, 2012, the PERSI actuary confirmed that the current schedule of contribution rates will at least meet the normal costs of the system as they accrue if the scheduled contribution rate increases are implemented. Based on improved funding status, the PERSI Board has postponed the previously scheduled rate increases. Accordingly, the contribution rate increase to 6.79% originally proposed to occur on July 1, 2011, is now postponed to July 1, 2013 and each subsequent rate increase is postponed by one year. Therefore, as of June 1, 2012, the employee contribution rate was 6.23%, and the employer contribution rate was 10.39%. The July 1, 2011, actuarial valuation confirmed that contribution rates are sufficient to pay the normal cost rate of 13.93% if further scheduled rate increases are implemented.

The University's required and paid contributions to PERSI for Fiscal Years 2010, 2011 and 2012 were $2,742,751, $2,649,006, and $2,707,520, respectively. Contribution requirements of PERSI and its members are established and may be amended by the PERSI Board.

PERSI issues a publicly available financial report that includes financial statements and required supplementary information. That report may be obtained at www.persi.idaho.gov/documents/investments/FY12/AR-FY2012.pdf (which website is provided purely for convenience and is not incorporated or made a part of this Official Statement by this reference).

ORP. Faculty and non-classified staff hired on or after July 1, 1990 have been enrolled in ORP, and faculty and staff hired before that date were offered a onetime opportunity in 1990 to withdraw from PERSI and join ORP. ORP is a portable, multiple-employer, defined contribution retirement plan with options offered by Teachers' Insurance and Annuity Association/College Retirement Equities Fund (TIAA/CREF) and Variable Annuity Life Insurance Company (VALIC). The total contribution rate is the same for all employees, with a portion of the employer's contribution for ORP members being credited to the employee's account and a portion to the PERSI unfunded liability until 2015.

Contribution requirements for ORP are based on a percentage of total payroll. The University's contribution rate for Fiscal Year 2013 is 9.27% of covered payroll, which is the same contribution rate for Fiscal Years 2011 and 2012.

For Fiscal Years 2010, 2011 and 2012, the University's required and paid contributions to ORP were $7,340,409, $7,747,212, and $8,285,481, respectively. The employee contribution rate for Fiscal Year 2013 is 6.97% of covered payroll, which is the same as the contribution rate for Fiscal Years 2010 through 2012. These employer and employee contributions, in addition to earnings from investments, fund ORP benefits. The University has no additional obligation to fund ORP benefits once it makes the required contributions at the applicable rate. The University has made all contributions that it is required to make to ORP to date.

For additional information concerning the University's pension benefits, see Note 10 of "Appendix A—AUDITED FINANCIAL STATEMENTS OF THE UNIVERSITY FOR THE FISCAL YEARS ENDED JUNE 30, 2012 AND 2011."

OPEB. The University participates in other multiple-employer defined benefit post-employment benefit plans relating to health and disability for retired or disabled employees that are administered by the State of Idaho, as agent, as well as a single-employer defined benefit life insurance plan. Idaho Code establishes the benefits and contribution obligations relating to these plans. The most recent actuarial valuation of these plans is as of July 1, 2010. The University funds these benefits on a pay-as-you-go basis and has not set aside any assets to pay future benefits under such plans. As of July 1, 2010, the combined Unfunded Accrued Actuarial Liability (UAAL) for such plans equaled approximately $17.7 million. For additional information concerning post-retirement benefits other than pensions, see Note 11 of "APPENDIX A—AUDITED FINANCIAL STATEMENTS OF THE UNIVERSITY FOR THE FISCAL YEARS ENDED JUNE 30, 2012 AND 2011."

INSURANCE

The University has liability coverage under commercial insurance policies and self-insurance through the State of Idaho Retained Risk Fund. University buildings are covered by all risk property insurance on a replacement cost basis.

FINANCIAL INFORMATION REGARDING THE UNIVERSITY

The principal sources of University revenues are direct appropriation of State revenues by the State legislature (the "*Legislature*"), Student Fees, federal government appropriations, grants and contracts, gifts to the University, F&A Recovery Revenues, Investment Income, Sales and Services Revenues, and Other Operating Revenues. Of these revenue sources, Student Fees, Investment Income, Sales and Services Revenues, F&A Recovery Revenues, and Other Operating Revenues are included in Pledged Revenues. The following describes revenue sources that are not included in Pledged Revenues, as well as certain Pledged Revenues. See "SECURITY FOR THE 2013 BONDS."

STATE APPROPRIATIONS

Legislatively-approved State appropriations represented approximately 21% of the University's total annual revenues for Fiscal Year 2012. Such revenues are not included as Pledged Revenues. The Legislature meets beginning in January of each calendar year and sets budgets and appropriations for all agencies and departments of State government for the fiscal year beginning the following July 1. The Legislature may also make adjustments to budgets and appropriations for the fiscal year during which the Legislature is meeting.

If, in the course of a fiscal year, the Governor determines that the expenditures authorized by the Legislature for the current fiscal year exceed anticipated revenues expected to be available to meet those expenditures, the Governor by executive order may reduce ("*Holdback*") the spending authority on file in the office of the Division of Financial Management for any department, agency or institution of the State or request a reversion ("*Reversion*") of appropriations back to the State to balance the State budget. For Fiscal Year 2010, Holdbacks that reduced the Legislative appropriation to the University by approximately $6.3 million were ordered. There were no Holdbacks or Reversions during Fiscal Years 2011 or 2012; the University does not anticipate a Holdback or Reversion during Fiscal Year 2013. State appropriations are not included in Pledged Revenues. However, Holdbacks, Reversions or reductions in the amount appropriated to the University could adversely affect the University's financial and operating position.

The table below sets forth the Legislative appropriations from the State General Fund for all higher education institutions and for the University, net of Reversions and Holdbacks, for the years shown. In Fiscal Years 2010 through 2012, the University implemented a variety of strategies in response to reductions in State appropriations, including increasing tuition and fees, considering the delay or cancellation of capital projects, and otherwise reviewing academic and administrative operations to determine how to operate more efficiently.

The Legislature is currently in session, and has passed two motions on higher education funding for Fiscal Year 2014. The State General Fund appropriation will increase 3.8%, however, the Board has not allocated the appropriation to individual institutions. An additional resolution allocated new one-time funding of $12,500,000 from the Permanent Building Fund for deferred maintenance, $3,750,000 of which has been specifically allocated to the University.

STATE GENERAL FUND APPROPRIATIONS

FISCAL YEAR	2010	2011	2012	2013
All Higher Education	$253,278,100	$217,510,800	$209,828,300	$227,950,500
Boise State University	$72,078,500[(1)]	$70,506,500	$68,005,800	$74,104,600
Percentage Increase (Decrease) over prior year for the University	(11.6)%	(2.2)%	(3.5)%	9.0%

(1) Net of the 8.6% Holdback of $6,357,480.

GRANTS AND CONTRACTS

The United States government and various other public and private sponsoring agencies, through various grant and contract programs, provide a substantial percentage of the University's current revenues. The use of such funds is usually restricted to specific projects and is not included in the budget for the University. Such revenues include grants and contracts for research, public service, instruction and training programs, fellowships, scholarships, endowment scholarship programs, student aid programs, and grants for construction projects. The University believes it has complied with all material conditions and requirements of these grants and contracts. For Fiscal Year 2012, total grants and contracts totaled $38,946,696, which amount includes the $5,368,929 of F&A Recovery Revenues included in Pledged Revenues. The University also received $31,439,501 in federal Pell Grants for the 2011-2012 academic year. The following table displays federally funded expenditures, which include Pell Grants and Direct Loan Programs, for each the last five Fiscal Years:

FEDERALLY FUNDED EXPENDITURES (IN 000S)

	2008	2009	2010	2011	2012
Research	$11,418	$10,337	$ 15,814	$ 19,793	$ 19,908
Non-Research	83,113	98,826	123,341	136,870	137,702
Total Expenditures	$94,531	$100,164	$139,155	$156,663	$157,610

The University believes it has complied with all material conditions and requirements of these grants and contracts.

Pledged Revenues do not include Restricted Fund Revenues, which consist of revenues that the University is obligated to spend in accordance with restrictions imposed by external third parties, such as revenues from grants, contracts, gifts and scholarships. However, Pledged Revenues do include F&A Recovery Revenues, which consist of revenues received by the University as reimbursement for facility and administrative costs in conjunction with grants and contracts for research activities conducted by the University. See "SECURITY FOR THE 2013 BONDS–Pledged Revenues–Facilities and Administrative Recovery Revenues" and "Historical Revenues Available for Debt Service" above.

The University anticipates a reduction in grants and contracts received from the federal government as a result of budget cuts in 2013. Although the University cannot be certain how federal agencies will implement budget cuts imposed as a result of Sequestration (as defined below), the University estimates a total reduction in revenues derived from federal programs of approximately $1.3 million including an approximately $182,000 reduction in F&A Recovery Revenues. See "FINANCIAL INFORMATION REGARDING THE UNIVERSITY - Reduction in Certain Revenues; Sequestration."

FINANCIAL AID

Direct financial aid to students, primarily in the form of student loans, scholarships, grants, student employment, awards, and deferred payments, totaled approximately $152 million for Fiscal Year 2012. Of such amount, approximately $93 million was in the form of direct student loans. The University estimates that direct financial aid to students will total approximately $158 million for Fiscal Year 2013, of which approximately $93 million is in the form of direct student loans. Due to uncertainty with respect to the amount of federal grants, donations, and other sources the University expects to receive for the purpose of providing financial aid, the University cannot determine the amount of financial aid that will be available in future years. The University estimates a potential reduction in financial aid available to its students from the federal government as a result of budget cuts in 2013. The University anticipates, in a worst case scenario, that it may lose approximately $11 million in student financial aid related monies as a result of Sequestration. See "FINANCIAL INFORMATION REGARDING THE UNIVERSITY - Reduction in Certain Revenues; Sequestration."

BUDGET PROCESS

The University operates on an annual budget system. Its fiscal year begins July 1 of each year. The budget process, as well as the administration of the expenditures authorized through the process, is administered through the offices of the President and the Vice President for Finance and Administration, in collaboration with the departmental faculty and administrative officers. The internal budget process concludes with a general budget proposal for the following Fiscal Year being submitted in consolidated form by the University Administration to the Board in August of each year.

The University's operating budget is approved by the Board prior to the commencement of the Fiscal Year, usually at its June meeting. At that meeting, the Board, serving also as the governing boards of the State's other institutions of higher education, approves the annual budgets for those institutions as well.

INVESTMENT POLICY

Board policy establishes permitted investment categories for the University. The University's investment policy establishes, in order of priority, safety of principal preservation, ensuring necessary liquidity, and achieving a maximum return, as the objectives of its investment portfolio. See Note 2 of APPENDIX A - AUDITED FINANCIAL STATEMENTS OF THE UNIVERSITY FOR THE FISCAL YEARS ENDED JUNE 30, 2012 AND 2011." Moneys in Funds and Accounts established under the Bond Resolution are required to be invested in Investment Securities, as described in "APPENDIX D–SUMMARY OF CERTAIN PROVISIONS OF THE RESOLUTION–Establishment of Funds; Flow of Funds–Investment of Funds." The University has not experienced any significant investment losses or unexpected limitations on the liquidity of its short-term investments.

NO INTEREST RATE SWAPS

The University has not entered into any interest rate swaps or other derivative products.

BOISE STATE UNIVERSITY FOUNDATION, INC.

The Boise State University Foundation, Inc. (the "BSU Foundation") is a nonprofit corporation organized under State law in 1967. Its purpose is to receive, manage and otherwise deal in property and apply the income, principal and proceeds of such property for the benefit of the University. An approximately 45 member board of directors manages the BSU Foundation. Joy Kealey currently serves as Chairman of the Board of the BSU Foundation.

Financial statements for the BSU Foundation are contained in Note 13 to the University's financial statements. See "APPENDIX A - AUDITED FINANCIAL STATEMENTS OF THE UNIVERSITY FOR THE FISCAL YEARS ENDED JUNE 30, 2012 AND 2011." Net assets of the BSU Foundation at June 30, 2012 were $144,876,962.

In June of 2011, the BSU Foundation completed its first comprehensive fundraising campaign. The Foundation's Destination Distinction campaign exceeded the original campaign goal by $10 million, raising over $185 million to support scholarships, programs and facilities, much of which has already been spent on various projects. The BSU Foundation is currently in the planning stages for its second comprehensive fundraising campaign.

FUTURE CAPITAL PROJECTS

To address the educational needs of the region and the facilities needs of the growing student body, the University implemented a Strategic Facility Fee in 2006. The Strategic Facility Fee increased from $25 in the fall of 2006 to $242 for Fiscal Year 2013. The Strategic Facility Fee is a component of Student Fees that are included in Pledged Revenues. Revenues from the Strategic Facility Fee are intended to be used together with donations, State of Idaho Permanent Building Fund monies provided by the State, capital grants and University reserves to provide funds for construction of buildings pursuant to the University's Campus Master Plan.

Currently, the University is planning a biomedical research vivarium (BRV). The BRV is a 9,200-square-foot state-of-the-art animal holding facility expected to cost approximately $5.3 million. The BRV will provide important infrastructure and support for biomedical research and training. Researchers at the University received a $3.9 million grant to fund construction. The balance of funding will be provided by the University. The University expects to commence construction this summer.

The University may not undertake any capital project or long-term financing without prior Board approval.

The University currently anticipates that it may issue Additional Bonds or other debt to finance capital facilities within the next two years. The University is in the preliminary discussion phase of a second science building to complement the Environmental Research Building which opened in Fall 2011 and a new fine arts building. Both projects are intended to include funding sources in addition to debt.

OUTSTANDING DEBT

The University has the following debt outstanding as of December 31, 2012:

OUTSTANDING BONDS	ORIGINAL ISSUE AMOUNT	AMOUNT OUTSTANDING
General Revenue Bonds		
Housing System Refunding Revenue Bonds, Series 2003**	$ 6,620,000	325,000
General Revenue Bonds, Series 2004A*	31,480,000	11,990,000
General Revenue Bonds, Series 2005A*	21,925,000	17,435,000
General Revenue and Refunding Bonds, Series 2007A*	96,365,000	96,220,000
General Revenue Bonds, Series 2007B	25,860,000	25,860,000
General Revenue Bonds, Series 2007C (Taxable)	2,850,000	725,000
General Revenue and Refunding Bonds, Series 2009A	42,595,000	35,650,000
General Revenue Bonds, Series 2010A	1,195,000	910,000
Taxable General Revenue Bonds, Series 2010B (Build America Bonds–Issuer Subsidy)	12,895,000	12,895,000
General Revenue Project and Refunding Bonds, Series 2012A	33,330,000	33,330,000
General Revenue Refunding Bonds, Series 2013A	TBD	TBD
General Revenue Project and Refunding Bonds, Series 2013B	TBD	TBD
Other Obligations		
2006 Bronco Stadium Expansion Loan	3,381,000	
Capital Leases for Building and Equipment	4,912,402	
Total:	$__________**	$__________**

* Does not reflect the refunding of the Refunded Bonds. Any refunding with proceeds of the 2013 Bonds will be undertaken solely to achieve debt service savings.

** The Series 2003 Bonds were fully paid and defeased on April 1, 2013.

For additional information regarding the University's outstanding obligations, see Notes 7, 8 and 9 of "APPENDIX A - AUDITED FINANCIAL STATEMENTS OF THE UNIVERSITY FOR THE FISCAL YEARS ENDED JUNE 30, 2012 AND 2011."

FINANCIAL STATEMENTS

The financial statements of the University as of and for the Fiscal Years ended June 30, 2012 and 2011, which are included as APPENDIX A to this Official Statement, have been audited by Moss Adams LLP, independent auditors, as stated in their report appearing therein. Moss Adams has not been engaged to perform and has not performed, since the date of such report, any procedures on the financial statements addressed in the report. Moss-Adams has not performed any procedures relating to this Official Statement, and has not consented to the use of the financial statements of the University in this Official Statement.

REDUCTION IN CERTAIN REVENUES; SEQUESTRATION

Certain of the University's revenues, including components of the Pledged Revenues, are derived from federal funding and subject to developments at the federal level with respect to the

Budget Control Act of 2011 ("Sequestration"). Federal funding to the University for research and other grants will be reduced by the percentage included in the executive order implementing Sequestration. The University has estimated that F&A Recovery Revenues could decrease by $182,000 in Fiscal Year 2013, and remaining grant revenues received by the University could decrease by approximately $1.1 million. In addition, federal funding for student financial aid will be reduced. The University has estimated a loss of up to $7 million in federal funding for student financial aid, which would have no direct impact on the Pledged Revenues.

The subsidy payments for the Series 2010B Bonds, which were issued as taxable Build America Bonds ("BABs") will be reduced by 8.7% for federal fiscal year 2013 (which ends September 30, 2013) as a result of Sequestration, which equates to approximately $20,500 for Fiscal Year 2013. If Sequestration continues into federal fiscal year 2014, the BABs subsidy will be reduced by an amount to be determined by executive order.

In addition, if Sequestration continues, funds available for research and other grants, federal student loans and grants (including Pell Grants), BABs subsidies and other items may be reduced in the future. The University continues to monitor Sequestration and will likely make policy decisions as to programs affected by Sequestration going forward.

TAX MATTERS

SERIES 2013A BONDS

In the opinion of Bond Counsel, assuming continuous compliance with certain covenants described below: (i) interest on the Series 2013A Bonds is excluded from gross income pursuant to Section 103 of the Internal Revenue Code of 1986, as amended to the date of delivery of the Series 2013A Bonds (the "Tax Code"); (ii) interest on the Series 2013A Bonds is excluded from alternative minimum taxable income as defined in Section 55(b)(2) of the Tax Code except that such interest is required to be included in calculating the "adjusted current earnings" adjustment applicable to corporations for purposes of computing the alternative minimum taxable income of corporations as described below; and (iii) interest on the Series 2013A Bonds is excluded from gross income for purposes of income taxation by the State of Idaho.

The Tax Code imposes several requirements which must be met with respect to the Series 2013A Bonds in order for the interest thereon to be excluded from gross income and alternative minimum taxable income (except to the extent of the aforementioned adjustment applicable to corporations). Certain of these requirements must be met on a continuous basis throughout the term of the Series 2013A Bonds. These requirements include: (a) limitations as to the use of proceeds of the Series 2013A Bonds; (b) limitations on the extent to which proceeds of the Series 2013A Bonds may be invested in higher yielding investments; and (c) a provision, subject to certain limited exceptions, that requires all investment earnings on the proceeds of the Series 2013A Bonds above the yield on the Series 2013A Bonds to be paid to the United States Treasury. The exclusion of interest on the Series 2013A Bonds from gross income for Idaho income tax purposes is dependent on the interest on the Series 2013 Bonds being excluded from gross income for federal income tax purposes. The University will covenant and represent that it will take all steps to comply with the requirements of the Tax Code to the extent necessary to maintain the exclusion of interest on the Series 2013A Bonds from gross income and alternative minimum taxable income (except to the extent of the aforementioned adjustment applicable to corporations) under such federal income tax laws in effect when the Series 2013A Bonds are delivered. Bond Counsel's opinion as to the exclusion of interest on the Series 2013A Bonds from gross income (for federal and Idaho income tax purposes) and alternative minimum taxable income (to the extent described above) is rendered in reliance on these covenants, and assumes continuous compliance therewith. The failure or inability of the University to comply with these requirements could cause the interest on the Series 2013A Bonds to be included in gross income (for federal and Idaho income tax purposes), alternative minimum taxable income or both from the date of issuance. Bond Counsel's opinion also is rendered in reliance upon certifications of the University and other certifications furnished to Bond Counsel. Bond Counsel has not undertaken to verify such certifications by independent investigation.

Section 55 of the Tax Code contains a 20% alternative minimum tax on the alternative minimum taxable income of corporations. Under the Tax Code, 75% of the excess of a corporation's "adjusted current earnings" over the corporation's alternative minimum taxable income (determined without regard to this adjustment and the alternative minimum tax net operating loss deduction) is included in the corporation's alternative minimum taxable income for purposes of the alternative minimum tax applicable to the corporation. "Adjusted current earnings" includes interest on the Series 2013A Bonds.

The Tax Code contains numerous provisions which may affect an investor's decision to purchase the Series 2013A Bonds. Owners of the Series 2013A Bonds should be aware that the ownership of tax-exempt obligations by particular persons and entities, including, without limitation, financial institutions, insurance companies, recipients of Social Security or Railroad Retirement benefits, taxpayers who may be deemed to have incurred or continued indebtedness to purchase or carry tax-exempt obligations, foreign corporations doing business in the United States and certain "subchapter S" corporations may result in adverse federal and state tax consequences. Under Section 3406 of the Tax Code, backup withholding may be imposed on payments on the Series 2013A Bonds made to any owner who fails to provide certain required information, including an accurate taxpayer identification number, to certain persons required to collect such information pursuant to the Tax Code. Backup withholding may also be applied if the owner underreports "reportable payments" (including interest and dividends) as defined in Section 3406, or fails to provide a certificate that the owner is not subject to backup withholding in circumstances where such a certificate is required by the Tax Code. With respect to any of the Series 2013A Bonds sold at a premium, representing a difference between the original offering price of those Series 2013A Bonds and the principal amount thereof payable at maturity, under certain circumstances, an initial owner of such bonds (if any) may realize a taxable gain upon their disposition, even though such bonds are sold or redeemed for an amount equal to the owner's acquisition cost. Bond Counsel's opinion relates only to the exclusion of interest on the Series 2013A Bonds from gross income (for federal and Idaho income tax purposes) and alternative minimum taxable income as described above and will state that no opinion is expressed regarding other federal or state tax consequences arising from the receipt or accrual of interest on or ownership of the Series 2013A Bonds. Owners of the Series 2013A Bonds should consult their own tax advisors as to the applicability of these consequences.

The opinions expressed by Bond Counsel are based on existing law as of the delivery date of the Series 2013A Bonds. No opinion is expressed as of any subsequent date nor is any opinion expressed with respect to pending or proposed legislation. Amendments to the federal or state tax laws may be pending now or could be proposed in the future that, if enacted into law, could adversely affect the value of the Series 2013A Bonds, the exclusion of interest on the Series 2013A Bonds from gross income (for federal and Idaho income tax purposes) or alternative minimum taxable income or both from the date of issuance of the Series 2013A Bonds or any other date, the tax value of that exclusion for different classes of taxpayers from time to time, or that could result in other adverse tax consequences. In addition, future court actions or regulatory decisions could affect the tax treatment or market value of the Series 2013A Bonds. Owners of the Series 2013A Bonds are advised to consult with their own tax advisors with respect to such matters.

The Internal Revenue Service (the "Service") has an ongoing program of auditing tax-exempt obligations to determine whether, in the view of the Service, interest on such tax-exempt obligations is includable in the gross income of the owners thereof for federal income tax purposes. No assurances can be given as to whether or not the Service will commence an audit of the Series 2013A Bonds. If an audit is commenced, the market value of the Series 2013A Bonds may be adversely affected. Under current audit procedures the Service will treat the University as the taxpayer and the Tax-Exempt Bond owners may have no right to participate in such procedures. The University has covenanted not to take any action that would cause the interest on the Series 2013A Bonds to lose its exclusion from gross income for federal income tax purposes or lose its exclusion from alternative minimum taxable income except to the extent described above for the owners thereof for federal income tax purposes. None of the University, the Financial Advisor, the Initial Purchaser, or Bond Counsel is responsible for paying or reimbursing any Tax-Exempt Bond holder with respect to any audit or litigation costs relating to the Series 2013A Bonds.

SERIES 2013B BONDS

In the opinion of Bond Counsel, interest on the Series 2013B Bonds *is included* in gross income pursuant to the Tax Code and *is included* in gross income for Idaho income tax purposes.

The Tax Code contains numerous provisions, including provisions related to the imposition of additional taxes, which may affect an investor's decision to purchase the Series 2013B Bonds. Further, under Section 3406 of the Tax Code, backup withholding may be imposed on payments on the Series 2013B Bonds in certain situations including: (i) an owner who fails to provide certain required information to certain persons required to collect such information; (ii) the owner underreports "reportable payments" (including interest and dividends) as defined in Section 3406; or (iii) an owner fails to provide a certificate that the owner is not subject to backup withholding when such a certificate is required by the Tax Code.

The opinions expressed by Bond Counsel are based on existing law as of the delivery date of the Series 2013B Bonds. No opinion is expressed as of any subsequent date nor is any opinion expressed with respect to pending or proposed legislation. Amendments to the federal or state tax laws may be pending now or could be proposed in the future that, if enacted into law, could adversely affect the value of the Series 2013B Bonds. In addition, future court actions or regulatory decisions could affect the market value of the Series 2013B Bonds. Owners of the Series 2013B Bonds are advised to consult with their own tax advisors with respect to such matters.

Any tax advice concerning the Series 2013B Bonds, interest on the Series 2013B Bonds or any other federal income tax issues associated with the Series 2013B Bonds, express or implicit in the provisions of this Official Statement, is not intended or written to be used, and cannot be used, by any taxpayer for the purpose of avoiding penalties that may be imposed on any taxpayer by the Internal Revenue Service. This document supports the promotion or marketing of the transactions or matters addressed herein. Each taxpayer should seek advice based on the taxpayer's particular circumstances from an independent tax advisor.

ESCROW VERIFICATION

______________, Certified Public Accountants, will verify the accuracy of the mathematical computations concerning the adequacy of the maturing principal amounts of and interest earned on the government obligations, together with other escrowed moneys, to pay when due pursuant to prior redemption the redemption price of, and interest on, the Refunded Bonds and the mathematical computations of the yield on the 2013 Bonds and the yield on the government obligations purchased with a portion of the proceeds of the sale of the 2013 Bonds. Such verification shall be based in part upon information supplied by the Underwriter.

UNDERWRITING

The Series 2013A Bonds are being purchased by Barclays Capital Inc. (the "*Underwriter*"). The purchase contract provides that the Underwriter will purchase all of the Series 2013A Bonds, if any are purchased, at a price of $__________, representing the principal amount of the Series 2013A Bonds, plus original issuance premium of $_________. The University has agreed to pay Underwriter's fees of $__________ with respect to the Series 2013A Bonds.

The Series 2013B Bonds are being purchased by the Underwriter. The purchase contract provides that the Underwriter will purchase all of the Series 2013B Bonds, if any are purchased, at a price of $__________, representing the principal amount of the Series 2013B Bonds, plus original issuance premium of $_________. The University has agreed to pay Underwriter's fees of $__________ with respect to the Series 2013B Bonds.

The Underwriter may offer and sell the 2013 Bonds to certain dealers (including dealers depositing the 2013 Bonds in investment trusts) and others at prices lower than the initial offering prices (or prices corresponding to the yields) stated on the inside cover page hereof.

RATINGS

Moody's Investors Service has assigned its municipal bond rating of "_____" to the 2013 Bonds, and Standard & Poor's Financial Services LLC, a subsidiary of the McGraw-Hill Companies, has assigned its municipal bond rating of "_____" to the 2013 Bonds.

The ratings reflect only the views of the rating agencies. An explanation of the significance of the ratings may be obtained from the rating agencies. There is no assurance that such ratings will continue for any given period of time or that the ratings may not be revised or withdrawn entirely if, in the judgment of the rating agencies, circumstances so warrant. Any downward revision or withdrawal of such ratings will be likely to have an adverse effect on the market price or marketability of the 2013 Bonds.

LITIGATION

The University has reported that, as of the date hereof, there is no litigation pending or threatened that, if decided adversely to the interests of the University, would have a materially adverse effect on the operations or financial position of the University. There is no litigation of any nature now pending or threatened restraining or enjoining the issuance or sale of the 2013 Bonds or in any way contesting or affecting the validity of, or having a material adverse effect on, the 2013 Bonds, the pledge and application of Pledged Revenues, or the existence or powers of the University.

APPROVAL OF LEGAL MATTERS

All legal matters incident to the authorization and issuance of the 2013 Bonds are subject to the approval of Hawley Troxell Ennis & Hawley LLP, Bond Counsel to the University. Bond Counsel's approving opinion in the form of APPENDIX F hereto will be delivered with the 2013 Bonds. Certain legal matters will be passed upon for the University by its counsel, Kevin D. Satterlee, Esq. Certain matters will be passed upon for the Underwriter by its counsel, Foster Pepper PLLC, and by Hawley Troxell Ennis & Hawley LLP, in its role as Disclosure Counsel to the University. Any opinion delivered by Foster Pepper PLLC will be limited in scope, addressed only to the Underwriter and cannot be relied upon by investors.

CONTINUING DISCLOSURE

The University will enter into a Continuing Disclosure Undertaking (the "Undertaking") for the benefit of the Beneficial Owners of the 2013 Bonds. Pursuant to the Undertaking, the University will agree to send certain information annually and to provide notice of certain events to the Municipal Securities Rulemaking Board pursuant to the requirements of Section (b)(5) of Rule 15c2 12 (the "Rule") adopted by the Securities and Exchange Commission (the "Commission"). The information to be provided on an annual basis, the events which will be noticed on an occurrence basis, and a summary of other terms of the Undertaking, including termination, amendment, and remedies, are set forth in the Undertaking, the proposed form of which is attached as APPENDIX E to this Official Statement.

The University has materially complied with its continuing disclosure undertakings; however, in 2008 it inadvertently omitted to post an updated Schedule of Student Fees. The University has since posted the Schedule of Student Fees for Fiscal Year 2008. In the future, the University will provide an updated Schedule of Student Fees annually. A failure by the University to comply with the Undertaking will not constitute an Event of Default under the Resolution, and Beneficial Owners of the 2013 Bonds are limited to the remedies described in the Undertaking. See "APPENDIX E-PROPOSED FORM OF CONTINUING DISCLOSURE UNDERTAKING—Consequences of Failure of the University to Provide Information." A failure by the University to comply with the Undertaking must be reported in accordance with the Rule and must be considered by any broker, dealer or municipal securities dealer before recommending the purchase or sale of the 2013 Bonds in the secondary market. Consequently, such a failure may adversely affect the transferability and liquidity of the 2013 Bonds and their market price.

BOISE STATE UNIVERSITY

By____________________________
Bursar and Vice President
for Finance and Administration

APPENDIX A
AUDITED FINANCIAL STATEMENTS OF THE UNIVERSITY
FOR THE FISCAL YEARS ENDED JUNE 30, 2012 AND 2011

APPENDIX B
SCHEDULE OF STUDENT FEES

The following table sets forth the Student Fees of the University at the rates in effect for the current fiscal year. The amounts shown as Annual Estimated Revenue reflect the University's estimates based on actual collections for fall 2012 and spring of 2013 and estimates of collections for spring and summer 2013. The Board will approve a fee schedule for fall 2013 and spring and summer 2014 at its April Board meeting, to be held April 18-19, 2013.

The University's estimates include certain assumptions concerning refunds, late fees and other variables with respect to individual fees, such that the annual estimated revenues of each fee are not the numerical product of the fee rates times a constant number for students paying such fees, but nonetheless represent the University's best estimate of fee revenues. The number of students used to calculate Estimated Annual Revenue is less than the total number of full time equivalent students as a result of the University's policy to provide fee waivers or discounts to certain scholarship recipients and to certain employees and spouses of certain employees. Full-time undergraduate students are defined as students taking 12 credit hours or more and full-time graduate students are defined as students taking nine credit hours or more per semester.

SCHEDULE OF STUDENT FEES
FOR THE FISCAL YEAR ENDING JUNE 30, 2013

BOISE STATE UNIVERSITY
SCHEDULE OF STUDENT FEES
FOR THE FISCAL YEAR ENDING JUNE 30, 2013[1]

	FULL TIME FEES[2]		PART TIME FEES[2]			
	RATE PER SEMESTER Fall and Spring	ANNUAL ESTIMATED REVENUE	RATE PER CREDIT HOUR Fall and Spring	RATE PER CREDIT HOUR Summer(3)	ANNUAL ESTIMATED REVENUE	TOTAL ANNUAL ESTIMATED REVENUE
TUITION	1,995.30	$ 49,823,770	$ 160.47	$ 165.67	$ 14,542,730	64,366,500
FACILITY FEES						
General Building Fee	144.00	3,595,761	13.50	13.50	1,216,939	4,812,701
Capital Expend Reserve Fee	5.00	124,853			1,028	125,881
SUB Construction Fee	27.00	674,205	2.70	2.70	243,018	917,223
Res Hall Construction Fee	57.00	1,423,322	5.70	5.70	513,037	1,936,359
Facility Fees	242.00	6,042,877	23.50	21.60	2,086,623	8,129,500
HWC Facility Fees	40.00	998,823	4.00	4.00	360,026	1,358,849
Subtotal Facility Fees	515.00	12,859,841	49.40	47.50	4,420,672	17,280,512.95
TECHNOLOGY FEES						
Student Support SysTech Fee						
Technology Fee-Computer Labs	74.75	1,866,550	8.65	8.65	730,911	2,597,461
Subtotal Technology Fees	74.75	1,866,550	8.65	8.65	730,911	2,597,460.78
ACTIVITY FEES						
Intercollegiate Athletics	107.50	2,684,336	10.40		645,420	3,329,756
Student Health Center	37.50	936,396	4.10	4.10	368,307	1,304,703
Student Union Operations	63.00	1,573,146	6.40	6.90	589,844	2,162,990
Student Life	30.00	749,117	3.20	3.20	291,884	1,041,001
MLK Fees	1.50	37,456	0.15	0.15	9,226	46,682
Associated Student Body	9.30	232,226	1.28	1.28	114,488	346,715
University News	8.00	199,765	0.40	0.25	32,623	232,387
Student Program Board	6.00	149,823	0.50	0.50	45,209	195,032
Campus Recreation	45.75	1,142,403	4.52	5.40	431,597	1,574,000
Drama Music & Theatre Arts	2.00	49,941			411	50,352
Alumni Activities	3.25	81,154	0.30		18,649	99,803
Scholarships	15.00	374,558			3,085	377,644
Child Care Center Operations	7.00	174,794	0.70	0.70	63,005	237,799
Volunteer Services Board	1.90	47,444	0.10	0.10	9,186	56,630
Marching Band	9.75	243,463	0.80		49,952	293,415
Student Diversity & Inclusion	4.50	112,368	0.38	0.35	33,506	145,874
Career Center	2.50	62,426	0.25	0.25	16,040	78,467
Spirit Squad	2.50	62,426			514	62,941
Subtotal Activity Fees	356.95	8,913,243	33.48	23.18	2,722,947	11,636,190
TOTAL BOARD APPROVED FEE	$ 2,942.00	$ 73,463,404	$ 252.00	$ 245.00	$ 22,417,260	$ 95,880,664
SUBJECT TO 10% ANNUAL INCREASE RESTRICTION[4]						
OTHER FEES / TUITION						
Graduate / Professional	544.00	676,876	60.00	60.00	319,017	995,893
Non-resident Tuition (net of waivers	5,720.00	14,547,052		101.00	204,780	14,751,831
Western Undergraduate Exchange	1,471.00	1,543,079				1,543,079
In-Service				Varies	436,634	436,634
Faculty Staff Fees		32,344			5,356	37,700
Senior Citizen Fees		13,183			3,053	16,236
Self Support Programs	Varies	6,127,894			1,105,817	7,233,711
OTHER BOARD APPROVED FEES		22,940,427			2,074,657	25,015,085
OTHER CHARGES[5]	252.00	428,639			6,147,291	6,575,930
TOTAL PLEDGED STUDENT FEES		$ 96,832,470			$ 30,639,208	$ 127,471,678

(1) Includes actual fees and revenues for summer 2012 and the fall 2012 semester; and estimated fees and revenues for the spring 2013 semester.
(2) Full-time undergraduate fees are charged to undergraduate students taking 12 or more credit hours. Full-time Graduate fees are charged to graduate students taking nine or more credits. Part-time credit hour fees are charged to students taking 11 or fewer credit hours.
(3) For Summer, the part-time credit hour fee is charged regardless of the number of credits.
(4) Board policy limits requests for increases in these fees to 10% annually unless it grants special approval for such requests prior to the April fee-setting meeting.
(5) Board policy allows a variety of charges to be assessed by the University to support specific activities. These fees are only charged to students that engage in these particular activities. Examples include special course fees to supply labs and continuing education fees as well as fines for late payment, parking tickets or library charges. Fees for services such as orientation are also included in this line item.

APPENDIX C
GLOSSARY OF TERMS USED IN THE RESOLUTION AND OFFICIAL STATEMENT

APPENDIX D
SUMMARY OF CERTAIN PROVISIONS OF THE RESOLUTION

APPENDIX E
PROPOSED FORM OF CONTINUING DISCLOSURE UNDERTAKING

APPENDIX F
PROPOSED FORM OF OPINION OF BOND COUNSEL

SUPPLEMENTAL RESOLUTION

Authorizing the Issuance and Sale of

BOISE STATE UNIVERSITY
$____________ GENERAL REVENUE REFUNDING BONDS, SERIES 2013A (TAX-EXEMPT)

$____________ GENERAL REVENUE PROJECT AND REFUNDING BONDS, SERIES 2013B (TAXABLE)

Adopted April 18, 2013

TABLE OF CONTENTS

SUPPLEMENTAL RESOLUTION

SUPPLEMENTAL RESOLUTION authorizing the issuance and sale of $___________ General Revenue Refunding Bonds, Series 2013A (Tax-Exempt) and $___________ General Revenue Project and Refunding Bonds, Series 2013B (Taxable) of Boise State University; authorizing the execution and delivery of a Bond Purchase Agreement, an Escrow Agreement and a Continuing Disclosure Undertaking; and providing for other matters relating to the authorization, issuance, sale and payment of the Series 2013A Bonds and Series 2013B Bonds.

* * * * * *

WHEREAS, Boise State University (the "**University**") is a state institution of higher education and body politic and corporate organized and existing under and pursuant to the Constitution and laws of the State of Idaho; and

WHEREAS, the Idaho State Board of Education, acting in its capacity as the Board of Trustees of the University (the "**Board**"), is authorized, pursuant to the Constitution of the State of Idaho, title 33, chapter 38, Idaho Code, and title 57, chapter 5, Idaho Code (collectively, the "**Act**"), to issue bonds to finance or refinance "projects," as defined in such Act; and

WHEREAS, on September 17, 1992, the Board adopted a resolution providing for the issuance of revenue bonds thereunder pursuant to supplemental resolutions thereof for future projects or refinancing purposes, which resolution has been amended and supplemented from time to time (as amended and supplemented, the "**Resolution**"); and

WHEREAS, the University is authorized under the provisions of Article VII of the Resolution to issue Additional Bonds (as defined in the Resolution) upon compliance with the requirements thereof; and

WHEREAS, (i) on February 5, 2004, the Board adopted a Supplemental Resolution providing for the issuance of $31,480,000 General Revenue Bonds, Series 2004A, which were issued on February 18, 2004 (the "**2004A Bonds**"); and (ii) on April 21, 2005, the Board adopted a Supplemental Resolution providing for the issuance of $21,925,000 General Revenue and Refunding Bonds, Series 2005A, which were issued on May 5, 2005 (the "**2005A Bonds**"); and

WHEREAS, the Board has determined that refunding (i) all or a portion of the University's 2004A Bonds maturing on and after April 1, 2015 (the portion of such bonds to be refunded being referred to herein as the "**2004A Refunded Bonds**"), and (ii) all or a portion of the University's 2005A Bonds maturing on or after April 1, 2017 (the portion of such bonds to be refunded being referred to herein as the "**2005A Refunded Bonds,"** and, collectively with the 2004A Refunded Bonds, the "**Refunded Bonds**"), as provided herein and in the hereinafter defined Escrow Agreement, will result in interest rate savings to the University; and

WHEREAS, the Board has determined that it is both necessary and economically feasible for the University to acquire a parcel of real property, together with improvements thereon, situate adjacent to the University's campus ("**Property Acquisition Project**"); and

WHEREAS, to provide funds to refund the 2004A Refunded Bonds and a portion of the 2005A Refunded Bonds, and to pay the Costs of Issuance thereof, the Board desires to authorize the issuance of its General Revenue Refunding Bonds, Series 2013A (Tax-Exempt) (the "**Series 2013A Bonds**"); and to provide funds to finance a portion of the Property Acquisition Project and to refund a portion of the 2005A Refunded Bonds and to pay the Costs of Issuance thereof, the Board desires to authorize the issuance of its General Revenue Project and Refunding Bonds, Series 2013B (Taxable) (the "**Series 2013B Bonds**"), pursuant to the Act and the Resolution (the Series 2013A Bonds together with the Series 2013B Bonds, hereinafter sometimes referred to as the "**2013 Bonds**").

NOW, THEREFORE, be it resolved by the Board of Trustees of Boise State University as follows:

ARTICLE I
DEFINITIONS

Section 101. Definitions.

(a) Certain terms are defined in the preambles hereto. Except as provided in the preambles and subparagraph (b) of this Section, all capitalized terms contained in this Supplemental Resolution shall have the same meanings as set forth in the Resolution.

(b) As used in this Supplemental Resolution, unless the context shall otherwise require, the following terms shall have the following meanings:

"**Bond Purchase Agreement**" means the Bond Purchase Agreement dated ___________, 2013, between the Board and the Underwriter, pursuant to which the 2013 Bonds are to be sold, as authorized by Section 205 of this Supplemental Resolution.

"**Bond Register**" means the registration records of the University, maintained by the Trustee, on which shall appear the names and addresses of the Registered Owners of the 2013 Bonds.

"**Book-Entry System**" means the book-entry system of registration of the 2013 Bonds described in Section 210 of this Supplemental Resolution.

"**Cede & Co.**" means Cede & Co., as nominee of DTC.

"**Code**" shall mean the Internal Revenue Code of 1986, as amended and supplemented from time to time, and the regulations promulgated thereunder.

"**Continuing Disclosure Undertaking**" means the Continuing Disclosure Undertaking with respect to the 2013 Bonds authorized by Section 205 of this Supplemental Resolution.

“**DTC**” means The Depository Trust Company, New York, New York.

“**DTC Participants**” means those financial institutions for whom the Securities Depository effects book entry transfers and pledges of securities deposited with the Securities Depository.

“**Escrow Account**” means the account created under the Escrow Agreement for the refunding of the Refunded Bonds.

“**Escrow Agent**” means The Bank of New York Mellon Trust Company, N.A., as escrow agent under the Escrow Agreement.

“**Escrow Agreement**” means the Escrow Agreement dated as of the date of delivery of the 2013 Bonds between the University and the Escrow Agent, providing for the defeasance and redemption of the Refunded Bonds, authorized by Section 402 of this Supplemental Resolution.

“**Escrow Securities**” shall mean direct obligations of the United States of America, or other securities, the principal and interest of which are unconditionally guaranteed by the United States of America, and including certificates evidencing ownership of serially maturing interest payments and principal payments on United States Treasury Notes or Bonds.

“**Investment Securities**” shall mean and include any securities authorized to be acquired by the Treasurer of the State of Idaho pursuant to Section 67-1210 and 67-1210A, Idaho Code, or any successor section specifying legal investments.

“**Refunded Bonds**” means the 2004A Refunded Bonds and 2005A Refunded Bonds, determined to be refinanced pursuant to this Supplemental Resolution and identified in Schedule 1 of this Supplemental Resolution.

“**Representation Letter**” means the Blanket Representations Letter from the University to DTC dated June 18, 1999.

“**Resolution**” means the Resolution providing for the issuance of revenue bonds adopted by the Board on September 17, 1992, as previously amended and supplemented, and as further amended and supplemented by this Supplemental Resolution.

“**Securities Depository**” means DTC or any successor Securities Depository appointed pursuant to Section 211.

“**Series 2013 Project Account**” means the account created under the Construction Fund pursuant to Section 301 of this Supplemental Resolution from which the costs of acquisition of the Property Acquisition Project and the Costs of Issuance of the 2013 Bonds shall be paid.

“**Supplemental Resolution**” means this Supplemental Resolution adopted by the Board on April __, 2013, authorizing the 2013 Bonds, among other things.

"**Trustee**" means The Bank of New York Mellon Trust Company, N.A., Seattle, Washington, as successor trustee, and its successors and permitted assigns pursuant to the Resolution, as paying agent, trustee, and registrar for the 2013 Bonds.

"**Underwriter**" means Barclays Capital Inc.

The terms "**hereby**," "**hereof**," "**hereto**," "**herein**," "**hereunder**," and any similar terms as used in this Supplemental Resolution refer to this Supplemental Resolution.

Section 102. Authority for Supplemental Resolution. This Supplemental Resolution is adopted pursuant to the provisions of the Act and the Resolution.

ARTICLE II
AUTHORIZATION, TERMS AND ISSUANCE OF 2013 BONDS

Section 201. Authorization of 2013 Bonds, Principal Amounts, Designation, and Confirmation of Pledged Revenues. In order to provide funds for the Property Acquisition Project and refunding of the Refunded Bonds, and to pay Costs of Issuance of the 2013 Bonds, and in accordance with and subject to the terms, conditions and limitations established in the Resolution and this Supplemental Resolution, two series of general revenue bonds are hereby authorized to be issued in the aggregate principal amount of $___________. Such series of bonds shall be designated as follows: "General Revenue Refunding Bonds, Series 2013A (Tax-Exempt)" in the principal amount of $__________ and "General Revenue Project and Refunding Bonds, Series 2013B (Taxable)" in the principal amount of $__________. The 2013 Bonds shall be issued as Additional Bonds under the Resolution in fully-registered form, without coupons, in denominations of $5,000 each or any integral multiple thereof.

The 2013 Bonds are secured by the pledge of the Pledged Revenues under Section 5.1 of the Resolution, equally and ratably with all Bonds issued under the Resolution.

Section 202. Finding and Purpose. The Board hereby finds, determines and declares that:

(i) pursuant to Section 33-3805, Idaho Code, the Property Acquisition Project is desirable and necessary for the proper operation of the University and is economically feasible;

(ii) in satisfaction of Section 57-504 of the Act, the refunding of the Refunded Bonds, as provided hereunder and in the Escrow Agreement, will result in debt service savings, which objective the Board finds to be beneficial to the University; and

(iii) the applicable requirements of Article VII of the Resolution will have been complied with upon the delivery of the 2013 Bonds.

Section 203. Issue Date. The 2013 Bonds shall be dated the date of their original issuance and delivery.

Section 204. Terms of 2013 Bonds.

(a) The Series 2013A Bonds shall bear interest at the rates and mature on the dates and in the principal amounts as follows:

April 1 of the Year	Amount Maturing	Interest Rate

(b) The Series 2013B Bonds shall bear interest at the rates and mature on the dates and in the principal amounts as follows:

April 1 of the Year	Amount Maturing	Interest Rate

(c) The 2013 Bonds shall bear interest from their date of delivery, payable on [October 1, 2013], and semiannually thereafter on each April 1 and October 1. Interest shall be calculated on the basis of a 12-month, 360-day year.

Section 205. Sale of 2013 Bonds. The 2013 Bonds authorized to be issued herein are hereby authorized to be sold to the Underwriter at an aggregate purchase price equal to $__________, representing the principal amount of the Series 2013A Bonds, plus [net] original issuance premium of $________, and the principal amount of the Series 2013B Bonds, plus original issuance premium of $________, on the terms and conditions set forth in the Bond Purchase Agreement. Under the Bond Purchase Agreement, the Underwriter is paid an aggregate fee of $_____ for purchasing the 2013 Bonds. To evidence the acceptance of the Bond Purchase Agreement, the Bursar is hereby authorized to execute and deliver, on behalf of the Board and the University, the Bond Purchase Agreement, in the form presented at this meeting.

The use of the final Official Statement (the "**Official Statement**") of the University in connection with the sale of the 2013 Bonds, in substantially the form presented at this meeting, with such changes, omissions, insertions and revisions as the Bursar shall approve, is hereby authorized, and the Bursar shall sign such Official Statement and deliver such Official Statement to the Underwriter for distribution to prospective purchasers of the 2013 Bonds and other interested persons, which signature shall evidence such approval. The use of the Preliminary Official Statement dated ____________, 2013 (the "**POS**"), by the Underwriter and the actions of the University, including the certification by the Bursar as to the "deemed finality" of the POS pursuant to Rule 15c2-12 of the Securities Exchange Commission adopted pursuant to the

Securities Exchange Act of 1934, as amended ("**Rule 15c2-12**") in connection with the offering of the 2013 Bonds, are hereby acknowledged, approved and ratified.

In order to comply with subsection (b)(5) of Rule 15c2-12, the Underwriter has provided in the Bond Purchase Agreement that it is a condition to delivery of the 2013 Bonds that the University and the Trustee, as disclosure agent thereunder, shall have executed and delivered the Continuing Disclosure Undertaking. The Continuing Disclosure Undertaking is hereby ratified and approved in all respects, and the President of the Board or the Bursar is hereby authorized to execute and deliver the Continuing Disclosure Undertaking in substantially the form set forth in Appendix E to the Official Statement.

The Bursar of the University, the President of the Board, and the Secretary to the Board are, and each of them is, hereby authorized to do or perform all such acts as may be necessary or advisable to comply with the Bond Purchase Agreement and to carry the same into effect.

Section 206. Execution and Delivery of 2013 Bonds. The 2013 Bonds shall be manually executed on behalf of the University by the President of the Board, countersigned by the Bursar of the University, and attested by the Secretary to the Board. The 2013 Bonds shall be delivered to the Underwriter upon compliance with the provisions of Section 3.2 of the Resolution and at such time and place as provided in, and subject to, the provisions of the Bond Purchase Agreement.

Section 207. Redemption of 2013 Bonds.

(a) The Series 2013A Bonds maturing on or before April 1, ___, shall not be subject to call or redemption prior to their stated dates of maturity. On ________ or on any date thereafter, at the election of the University, the Series 2013A Bonds maturing on or after April 1, _____, shall be subject to optional redemption, in whole or in part, as selected by the University, upon notice as provided in Section 4.3(A) of the Resolution, at a price of 100% of the principal amount of the Series 2013A Bonds to be redeemed, plus accrued interest to the date fixed for redemption.

(b) The 2013A Bonds maturing on April 1, ______ shall be subject to mandatory redemption prior to maturity in part by operation of sinking fund installments, upon notice as provided in Section 4.3(A) of the Resolution, at a redemption price equal to 100% of the principal amount of the Series 2013A Bonds to be redeemed, together with accrued interest to the date of redemption, on the dates and in the Mandatory Redemption Amounts as follows:

April 1 of the Year	Mandatory Redemption Amount
*	

*Stated Maturity

If less than all of a Series 2013A Bond that is subject to mandatory sinking fund redemption is to be redeemed pursuant to optional redemption, the redemption price shall be applied to such mandatory sinking fund installments as the University shall direct.

(c) [Redemption features of Series 2013B Bonds -- to come]

Section 208. Form of 2013 Bonds. The 2013 Bonds are hereby authorized to be issued in the form set forth in **Exhibit A** attached hereto and incorporated herein by this reference, as revised with respect to the designation and terms of each series.

Section 209. Submittal to Attorney General. There shall promptly be submitted to the Attorney General of the State of Idaho by the Secretary to the Board, a certified copy of this Supplemental Resolution, together with the proceedings relating to its adoption, in order that the Attorney General may examine and pass upon the validity of the 2013 Bonds and the regularity of such proceedings, in the manner and with the effect specified in chapter 38 of title 33, Idaho Code, as amended.

Section 210. Book-Entry Only System.

(a) The 2013 Bonds shall initially be registered on the Bond Register in the name of Cede & Co., the nominee for the Securities Depository, and no Beneficial Owner will receive certificates representing their respective interests in the 2013 Bonds, except in the event that the Trustee issues Replacement Bonds, as defined and provided below. It is anticipated that during the term of the 2013 Bonds, the Securities Depository will make book-entry transfers among the DTC Participants and receive and transmit payments of principal of and interest on the 2013 Bonds until and unless the Trustee authenticates and delivers Replacement Bonds to the Beneficial Owners as described below. So long as any of the 2013 Bonds are registered in the name of Cede & Co., as nominee of DTC, all payments with respect to the principal of, premium, if applicable, and interest on the 2013 Bonds and all notices with respect to the 2013 Bonds shall be made and given in the manner provided in the Representation Letter.

(b) If the Securities Depository determines to discontinue providing its services with respect to the 2013 Bonds, and the University cannot obtain a qualified successor Securities Depository, or if the University determines not to use the Book-Entry System of the Securities Depository, the University shall execute, and the Trustee shall authenticate and deliver, one or more 2013 Bond certificates (the "**Replacement Bonds**") to the DTC Participants in principal amounts and maturities corresponding to the identifiable Beneficial Owners' interests in the 2013 Bonds, with such adjustments as the Trustee may find necessary or appropriate as to accrued interest and previous calls for redemption, if any. In such event, all references to the Securities Depository herein shall relate to the period of time when the Securities Depository has possession of at least one 2013 Bond. Upon the issuance of Replacement Bonds, all references herein to obligations imposed upon or to be performed by the Securities Depository shall be deemed to be imposed upon and performed by the Trustee, to the extent applicable with respect to such Replacement Bonds.

(c) With respect to 2013 Bonds registered in the name of Cede & Co. as nominee for the Securities Depository, neither the University nor the Trustee shall have any responsibility to any Beneficial Owner with respect to:

(i) the sending of transaction statements, or maintenance, supervision, or review of records of the Securities Depository;

(ii) the accuracy of the records of the Securities Depository or Cede & Co. with respect to any ownership interest in the 2013 Bonds;

(iii) the payment to any Beneficial Owner, or any person other than the Securities Depository, of any amount with respect to principal of, interest on, or redemption premium, if any, on the 2013 Bonds; or

(iv) any consent given or other action taken by the Securities Depository or Cede & Co. as owner of the 2013 Bonds.

(d) The Representation Letter previously executed and delivered by the University to DTC is for the purpose of effectuating the initial Book-Entry System for the 2013 Bonds through DTC as Securities Depository and shall not be deemed to amend, supersede or supplement the terms of this Supplemental Resolution, which are intended to be complete without reference to the Representation Letter. In the event of any conflict between the terms of the Representation Letter and the terms of this Supplemental Resolution, the terms of this Supplemental Resolution shall control. The Securities Depository may exercise the rights of a Registered Owner hereunder only in accordance with the terms hereof applicable to the exercise of such rights.

Section 211. Successor Securities Depository. In the event the Securities Depository resigns, is unable to properly discharge its responsibilities, or is no longer qualified to act as a securities depository and registered clearing agency under the Securities and Exchange Act of 1934, as amended, or other applicable state or federal statute or regulation, the Trustee, with the written consent of the University, may appoint a successor Securities Depository, provided the Trustee receives written evidence satisfactory to the Trustee with respect to the ability of the successor Securities Depository to discharge its responsibilities. Any such successor Securities Depository shall be a securities depository that is a registered clearing agency under the Securities and Exchange Act of 1934, as amended, or other applicable state or federal statute or regulation. Upon the appointment of a successor Securities Depository, the former Securities Depository shall surrender the 2013 Bonds to the Trustee for transfer to the successor Securities Depository, and the Trustee shall cause the authentication and delivery of 2013 Bonds to the successor Securities Depository in appropriate denominations and form as provided herein.

ARTICLE III
CREATION OF ACCOUNTS, APPLICATION OF BOND PROCEEDS

Section 301. Creation of Accounts. There is hereby established in the Construction Fund a Project Account designated as the "Series 2013 Project Account," to be held by the University to pay the costs of the Property Acquisition Project and Costs of Issuance of the 2013 Bonds. The University shall invest the monies on deposit in the Series 2013 Project Account in Investment Securities prior to the closing of the Property Acquisition Project**.**

Section 302. Application of Proceeds of 2013 Bonds. Pursuant to the University's Written Certificate, the proceeds of the sale of the 2013 Bonds (net of an aggregate $____________ fee paid to the Underwriter for its services with respect to the 2013 Bonds) shall be deposited as follows:

(i) Proceeds of the Series 2013A Bonds in the amount of $__________ into the Escrow Account, in trust, which shall be directed by the University to be invested as contemplated by the Escrow Agreement and in accordance with the provisions of Section 57-504, Idaho Code (except for any amount to be retained as cash) to defease the 2004A Refunded Bonds and a portion of the 2005A Refunded Bonds.

(ii) Proceeds of the Series 2013B Bonds in the amount of $_________ into the Series 2013 Project Account to finance a portion of the Property Acquisition Project and to pay Costs of Issuance of the Series 2013B Bonds pursuant to a Written Certificate(s) of the University. The University will contribute other available funds in the amount of $________ for the Property Acquisition Project, which will be deposited in the 2013 Project Account at the closing of the 2013 Bonds.

(iii) Proceeds of the Series 2013B Bonds in the amount of $__________ into the Escrow Account, in trust, which shall be directed by the University to be invested as contemplated by the Escrow Agreement and in accordance with the provisions of Section 57-504, Idaho Code (except for any amount to be retained as cash) to defease a portion of the 2005A Refunded Bonds.

(iv) Proceeds of the Series 2013A Bonds in the amount of $___________ into the Series 2013 Project Account to pay Costs of issuance of the Series 2013A Bonds pursuant to a Written Certificate of the University.

Before any payment is made from the Series 2013 Project Account, the University shall execute a Written Certificate as required by Section 5.4(E) or 5.4(F), as applicable, of the Resolution.

ARTICLE IV
REFUNDING

Section 401. Approval of Escrow Agreement. The Escrow Agreement between the University and the Escrow Agent, in substantially the form presented to the Board at the time of adoption of this Supplemental Resolution, is hereby authorized and approved, and the Vice President for Finance and Administration and Bursar is hereby authorized, empowered and directed to execute and deliver the Escrow Agreement on behalf of the Board and the University, with such changes to the Escrow Agreement from the form presented to the Board as are approved by the Vice President for Finance and Administration and Bursar, her execution thereof to constitute conclusive evidence of such approval. The Vice President for Finance and Administration and Bursar is hereby authorized to perform all such acts as may be necessary or advisable to comply with the Escrow Agreement or to carry out or give effect to the Escrow Agreement.

Section 402. Refunding and Defeasance of Refunded Bonds. The Series 2004A Refunded Bonds are irrevocably called for redemption on April 1, 2014 and the Series 2005A Refunded Bonds, on April 1, 2015. The Refunded Bonds shall be refunded with proceeds of the 2013 Bonds, together with proceeds of investment, as provided in Section 302 hereof and in the Escrow Agreement. Notices of defeasance and redemption of the Refunded Bonds shall be given as provided in the Escrow Agreement and pursuant to the Resolution, the applicable Supplemental Resolutions, and the Representation Letter.

Pursuant to the Escrow Agreement the University has irrevocably set aside for and pledged to the Refunded Bonds moneys and Escrow Securities in amounts which, together with known earned income from the Escrow Securities, will be sufficient in amount to pay the principal of, interest on, and any redemption premiums on the Refunded Bonds as the same become due and to redeem the Refunded Bonds on the respective redemption date. Based upon the foregoing as verified by the report, the University finds that the Refunded Bonds will be defeased upon deposit of such moneys and Escrow Securities immediately following the delivery of the 2013 Bonds.

After all the Refunded Bonds shall have become due and payable upon maturity or pursuant to call for redemption, any investments remaining in the Escrow Account shall be liquidated and any proceeds of liquidation over and above the amount necessary to be retained for the payment of Refunded Bonds not yet presented for payment, including interest due and payable, shall be paid over to the University for deposit into the Bond Fund.

ARTICLE V
AMENDMENTS TO RESOLUTION

Section 501. Amendments to Resolution. Pursuant to subparagraph B(2) of Section 10.1 of the Resolution authorizing the Board to amend the Resolution, without the consent of any Registered Owners, for the purpose of curing ambiguities, or curing or correcting any defective provisions therein which do not adversely affect the interest of the Trustee or the Registered Owners of the Bonds, the Board amends the Resolution as follows:

(i) Amendment to Subparagraph B(3) of Section 3.2 of the Resolution. The word “general” therein is deleted and replaced with “special” and such section shall read in its entirety as follows:

> (3) An Opinion of Counsel of nationally recognized standing in the field of law relating to municipal bonds to the effect that (a) the University has the power under the Act, as amended to the date of such Opinion, to issue the Bonds of such series, to adopt the Resolution, and the Resolution has been duly and lawfully adopted by the University, is in full force and effect and is valid and binding upon the University and enforceable in accordance with its terms (except as enforcement may be limited by bankruptcy, insolvency, reorganization and other similar laws relating to the enforcement of creditors’ rights and except to the extent that the obligations of the University under the Resolution

> are subject to the exercise in the future by the State of Idaho and its governmental bodies of the police power inherent in the sovereignty of the State and to the exercise by the United States of America of the power delegated to it by the federal Constitution), and no other authorization for the Resolution is required; (b) the Resolution creates the valid pledge which it purports to create of the Pledged Revenues, moneys, securities and funds held or set aside under the Resolution, subject to the application thereof to the purposes and on the conditions permitted by the Resolution; and (c) the Bonds of such series are valid and binding ~~general~~ special obligations of the University, enforceable in accordance with their terms (except as enforcement may be limited by bankruptcy, insolvency, reorganization and other similar laws relating to the enforcement of creditors' rights) and the terms of the Resolution and entitled to the benefits of the Resolution and the Act as amended to the date of such Opinion, and the Bonds of such series have been duly and validly authorized and issued in accordance with law and the Resolution.

(ii) Amendment to Subparagraph A of Section 9.4. The words "of the Housing System" are hereby deleted and such section shall read in its entirety as follows:

> A. The University will at all times keep, or cause to be kept, proper books of record and accounts in accordance with generally accepted accounting principles in which complete and accurate entries shall be made of all transactions relating to the Operation and Maintenance Expenses ~~of the Housing System~~, the allocation and application of the revenues of the Housing System and the Pledged Revenues. Such books of record and accounts shall at all times during business hours be subject to the inspection of the Trustee or the Registered Owners of not less than five percent of the Bonds then Outstanding, or their representatives authorized in writing.

(iii) Amendment to Subparagraph A of Section 11.6 of the Resolution. The word "not" is inserted in the first line thereof, and such section shall read in its entirety as follows:

> A. If an Event of Default shall happen and shall have not been remedied, then and in every such case the Trustee, by its agents, and attorneys, may proceed, and upon written request of the Registered Owners of not less than twenty-five percent (25%) in principal amount of the Bonds then Outstanding shall proceed to protect and enforce its rights and the rights of the Registered Owners of the Bonds under this Bond Resolution forthwith by a suit or suits in equity or at law, whether for the specified performance of any covenant herein contained, or in aid of the

execution of any power herein granted, or for an accounting against the University as if the University were the Trustee of an express trust, or in the enforcement of any other legal or equitable right as the Trustee, being advised by counsel, shall deem most effectual to enforce any of its rights or to perform any of its duties under this Bond Resolution.

(iv) Amendment to Subparagraph B of Section 12.1 of the Resolution. The term "Investment Securities" as used in this section is replaced by the term "Escrow Securities," the last sentence of such section is hereby deleted, and such section shall read in its entirety as follows:

B. Bonds or interest installments the payment or redemption of which moneys shall have been set aside and shall be held in trust by the Trustee (through deposit by the University of funds for such payment or redemption or otherwise) at the maturity or redemption date thereof shall be deemed to have been paid within the meaning and with the effect expressed in subsection (A) of this section. All Outstanding Bonds of any series shall prior to the maturity thereof be deemed to have been paid within the meaning and with the effect expressed in subsection (A) of this section if (1) in case any of said Bonds are to be redeemed on any date prior to their maturity, the University shall have given to the Trustee in form satisfactory to it irrevocable instructions to mail to the Registered Owners of such Bonds, notice of redemption of such Bonds on said date, (2) there shall have been deposited with the Trustee either moneys in an amount which shall be sufficient, or ~~Investment~~ Escrow Securities (including any ~~Investment~~ Escrow Securities issued or held in book-entry form on the books of the Department of the Treasury of the United States of America) the principal of and the interest on which when due will provide moneys which, together with the moneys, if any, deposited with the Trustee at the same time, shall be sufficient, to pay when due the principal or redemption price, as applicable, and interest due and to become due, if applicable, on said Bonds on and prior to the redemption date or maturity date thereof, as the case may be, without adversely affecting the tax-exempt status of the interest on said Bonds taxable under the Code, and (3) in the event said Bonds are not by their terms subject to redemption within the next succeeding sixty (60) days, the University shall have given the Trustee in form satisfactory to it irrevocable instructions to mail, first class postage prepaid, a notice to the Registered Owners of such Bonds that the deposit required by (2) above has been made with the Trustee and that said Bonds are deemed to have been paid in accordance with this section and stating such maturity or redemption date upon which moneys are to be available for the payment of the principal or redemption price is applicable, and interest due or to become due, if applicable, on said Bonds. Notwithstanding the foregoing, in the case of any Bonds that are payable from amounts drawn on or derived under any credit enhancement arrangement as provided in Section 57-231, Idaho Code, the moneys and ~~Investment~~ Escrow Securities referred to in clause (2) of the preceding sentence shall be deemed to refer only to (i) moneys drawn or derived, or ~~Investment~~ Escrow Securities acquired with moneys drawn or derived, under such credit enhancement arrangement, or (ii) moneys or ~~Investment~~ Escrow Securities which have been on deposit with the Trustee for 123 days during which period no Event of Bankruptcy shall have occurred, unless an opinion of nationally recognized counsel in the field of bankruptcy law is filed with the Trustee to the effect that such moneys and ~~Investment~~ Escrow Securities are not subject to the avoidance powers of a trustee in bankruptcy under the provisions of Section 544(b) or Section 547(b) of the United States Bankruptcy Code, Title 11, U.S.C., in which case such moneys or ~~Investment~~ Escrow Securities need not be on deposit with the Trustee as heretofore required in this sub-clause (ii). Neither ~~Investment~~ Escrow Securities nor moneys deposited with the Trustee pursuant to this section nor principal or interest payments on any such ~~Investment~~ Escrow Securities shall be withdrawn or used for any purpose other than, and shall be held in trust for, the payment of the principal or redemption price, if applicable, and interest on said Bonds; provided that any cash received from such principal or interest payments on such ~~Investment~~ Escrow Securities deposited with the Trustee, if not then needed for such purpose, shall, to the extent practicable, be reinvested in ~~Investment~~ Escrow Securities maturing at times and in amounts sufficient to pay when due the principal or maturity amount or redemption price, as applicable, and interest to become due on said Bonds on and prior to such redemption date or maturity date thereof, as the case may be, and interest earned from such reinvestments shall be paid over to the University, as received by the Trustee, free and clear of any trust, lien or pledge. ~~For the purposes of this section, Investment Securities shall mean and include only such securities as are described in clauses A and J of the definition of "Investment Securities" in Section 1.1.~~

(v) Amendment to Section 1.1 of the Resolution. The term "Escrow Securities" is added to Section 1.1 and shall read in its entirety as follows:

Escrow Securities shall mean direct obligations of the United States of America, or other securities, the principal and interest of which are unconditionally guaranteed by the United States of America, and including certificates evidencing ownership of serially maturing interest payments and principal payments on United States Treasury Notes or Bonds.

ARTICLE VI
MISCELLANEOUS

Section 601. Other Actions With Respect to 2013 Bonds. The officers and employees of the University shall take all actions necessary or reasonably required to carry out, give effect to, and consummate the transactions contemplated hereby and shall take all action necessary in conformity with the Act to carry out the issuance of the 2013 Bonds, including, without limitation, the execution and delivery of any closing and other documents required to be delivered in connection with the sale and delivery of the 2013 Bonds. All actions heretofore taken in connection therewith are hereby ratified, approved and consummated. If the President of the Board or the Bursar shall be unavailable to execute the 2013 Bonds or the other documents that they are hereby authorized to execute, the same may be executed by any Vice President of the Board.

Section 602. Partial Invalidity. If any one or more of the covenants or agreements, or portions thereof, provided in the Resolution or this Supplemental Resolution, should be contrary to law, such covenant or covenants, such agreement or agreements, or such portions thereof shall be null and void and shall be deemed separable from the remaining covenants and agreements or portions thereof and shall in no way affect the validity of the Resolution, this Supplemental Resolution or the 2013 Bonds, but the holders of the 2013 Bonds shall retain all the rights and benefits accorded to them under the Act or any other applicable provisions of law.

Section 603. Conflicting Resolutions. All resolutions or parts thereof in conflict herewith are, to the extent of such conflict, hereby repealed.

ADOPTED AND APPROVED this _____ day of April, 2013.

BOARD OF TRUSTEES OF BOISE STATE UNIVERSITY

____
President

ATTEST:

____
Secretary

[SEAL]

EXHIBIT A

[FORM OF 2013 BONDS]

R-_____ $_______________

UNITED STATES OF AMERICA
STATE OF IDAHO

BOISE STATE UNIVERSITY
GENERAL REVENUE REFUNDING BONDS,
SERIES 2013(A) (TAX-EXEMPT)
[GENERAL REVENUE PROJECT AND REFUNDING BONDS, SERIES 2013B (TAXABLE)]

INTEREST RATE	MATURITY DATE	DATED DATE	CUSIP NO.
______%	April 1, ______	___________, 2013	_____________

Registered Owner: CEDE & CO.

Principal Amount: ____ DOLLARS

KNOW ALL MEN BY THESE PRESENTS that Boise State University, a body politic and corporate and an institution of higher education of the State of Idaho (the *"University"*), for value received, hereby promises to pay, from the Bond Fund (as defined in the hereinafter defined Resolution), to the registered owner identified above, or registered assigns, on the maturity date specified above, the principal sum indicated above, and to pay interest thereon from the Bond Fund from the dated date hereof, or the most recent date to which interest has been paid or duly provided for, at the rate per annum specified above, payable on [**October 1, 2013**], and semiannually on each April 1 and October 1 thereafter, until the date of maturity or prior redemption of this Bond. Interest shall be calculated on the basis of a 360-day year and twelve 30-day months.

THIS BOND IS AN OBLIGATION OF THE UNIVERSITY PAYABLE SOLELY IN ACCORDANCE WITH THE TERMS HEREOF AND IS NOT AN OBLIGATION, GENERAL, SPECIAL, OR OTHERWISE OF THE STATE OF IDAHO, DOES NOT CONSTITUTE A DEBT, LEGAL, MORAL, OR OTHERWISE OF THE STATE OF IDAHO, AND IS NOT ENFORCEABLE AGAINST THE STATE, NOR SHALL PAYMENT HEREOF BE ENFORCEABLE OUT OF ANY FUNDS OF THE UNIVERSITY OTHER THAN THE REVENUES, FEES, AND CHARGES PLEDGED THERETO IN THE RESOLUTION. The principal of, interest on, and redemption price of this Bond is payable solely from Pledged

Revenues, which consist principally of revenues from certain student fees and enterprises, as more particularly set forth in the Resolution. Pursuant to the Resolution, sufficient revenues have been pledged and will be set aside into the Bond Fund to provide for the prompt payment of the principal of, interest on, and redemption price of this Bond. For a more particular description of the Bond Fund, the revenues to be deposited therein, and the nature and extent of the security for this Bond, reference is made to the provisions of the Resolution.

Principal of and interest on this Bond are payable in lawful money of the United States of America to the registered owner hereof whose name and address shall appear on the registration books of the University (the "**Bond Register**") maintained by The Bank of New York Mellon Trust Company, N.A., Seattle, Washington (the "**Trustee**"). Interest shall be paid to the registered owner whose name appears on the Bond Register on the 15th day of the calendar month next preceding the interest payment date, at the address appearing on the Bond Register, and shall be paid to such registered owner on the due date, by check or draft of the Trustee or by wire or other transfer, at the address appearing on the Bond Register or at such other address as may be furnished in writing by such registered owner to the Trustee. Principal shall be paid to the registered owner upon presentation and surrender of this Bond at the principal corporate trust office of the Trustee on or after the date of maturity or prior redemption.

This Bond is one of the General Revenue Refunding Bonds, Series 2013A (Tax-Exempt) [General Revenue Project and Refunding Bonds, Series 2013B (Taxable)] (the "**Bonds**") of the University issued in the aggregate principal amount of $_______ for the purpose of acquiring certain real property and improvements situate in Boise, Idaho, and refunding certain outstanding Bonds of the University, and paying Costs of Issuance thereof. The Bonds are issued pursuant to and in full compliance with the Constitution and statutes of the State of Idaho, particularly title 33, chapter 38, Idaho Code, title 57, chapter 5, Idaho Code, and a Resolution providing for the issuance of revenue bonds, duly adopted and authorized by the Board of Trustees of the University (the "**Board**") on September 17, 1992, as previously supplemented and amended, and as further supplemented and amended by a Supplemental Resolution adopted by the Board on April __, 2013, authorizing the issuance of the Bonds (collectively, the "**Resolution**"). All capitalized terms used in this Bond and not defined herein shall have the meanings of such terms as defined in the Resolution.

[Series 2013A] On ________ or on any date thereafter, at the election of the University, the Bonds maturing on or after April 1, _____, shall be subject to optional redemption, in whole or in part, as selected by the University, upon notice as provided in Section 4.3(A) of the Resolution at a price of 100% of the principal amount of the Bonds to be redeemed, plus accrued interest to the date fixed for redemption.

[Series 2013A]The Bonds maturing on April 1, ______ shall be subject to mandatory redemption in part by operation of sinking fund installments, upon notice as provided in Section 4.3(A) of the Resolution at a redemption price equal to 100% of the principal amount of the Bonds to be redeemed, together with accrued interest to the date fixed for redemption, on the dates and in the Mandatory Redemption Amounts as follows:

April 1 of the Year	Mandatory Redemption Amount
*	

*Stated Maturity

[Series 2013B] - Redemption features -- to come.]

Notice of redemption shall be given by mailing notice to the registered owner thereof not less than 35 days nor more than 60 days prior to the redemption date at the address shown on the Bond Register or at such other address as may be furnished in writing by such registered owner to the Trustee. Provided that funds for the redemption price, together with interest to the redemption date, are on deposit at the place of payment at such time, the Bonds shall cease to accrue interest on the specified redemption date and shall not be deemed to be outstanding as of such redemption date.]

The Bonds are initially issued in the form of a separate certificated, fully-registered Bond for each maturity and registered in the name of Cede & Co., as nominee of The Depository Trust Company, New York, New York ("**DTC**").

UNLESS THIS BOND IS PRESENTED BY AN AUTHORIZED REPRESENTATIVE OF DTC TO THE UNIVERSITY OR ITS AGENT FOR REGISTRATION OF TRANSFER, EXCHANGE, OR PAYMENT, AND ANY CERTIFICATE ISSUED IS REGISTERED IN THE NAME OF CEDE & CO. OR IN SUCH OTHER NAME AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF DTC (AND ANY PAYMENT IS MADE TO CEDE & CO. OR TO SUCH OTHER ENTITY AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF DTC), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL INASMUCH AS THE REGISTERED OWNER HEREOF, CEDE & CO., HAS AN INTEREST HEREIN.

Upon any partial redemption of this Bond, Cede & Co., in its discretion, may request the Trustee to authenticate a new Bond or shall make an appropriate notation with respect to this Bond indicating the date and amount of prepayment, except in the case of final maturity, in which case this Bond must be presented to the Trustee prior to payment.

The Bonds shall not be transferable or exchangeable except as set forth in the Resolution. This Bond is transferable by the registered owner hereof in person or by his attorney duly authorized in writing, upon presentation and surrender of this Bond at the designated corporate trust office of the Trustee. Upon such transfer, a new Bond, of the same denomination, maturity, and interest rate will be issued to the transferee in exchange therefor.

This Bond shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under the Resolution until the Certificate of Authentication hereon shall have been manually signed by the Trustee.

IT IS HEREBY CERTIFIED AND DECLARED that all acts, conditions, and things required by the Constitution and statutes of the State of Idaho to exist, to have happened, been done, and performed precedent to and in the issuance of this Bond do exist, have happened, been done, and performed, and that the issuance of this Bond and the other bonds of this issue does not violate any constitutional, statutory, or other limitation upon the amount of bonded indebtedness that the University may incur.

IN WITNESS WHEREOF, the Board has caused this Bond to be executed by the President of the Board, countersigned by the Bursar of the University, and attested by the Secretary to the Board, and the official seal of the University to be imprinted hereon, as of this ___ day of May, 2013.

BOARD OF TRUSTEES
BOISE STATE UNIVERSITY

By: ______________________________
President
Board of Trustees

By: ______________________________
Bursar

ATTESTED BY:

____
Secretary to Board of Trustees

[SEAL]

[FORM OF TRUSTEE'S CERTIFICATE OF AUTHENTICATION]

This Bond is one of the Boise State University General Revenue Refunding Bonds, Series 2013A (Tax-Exempt) [General Revenue Project and Refunding Bonds, Series 2013B (Taxable)], described in the within-mentioned Resolution.

THE BANK OF NEW YORK MELLON
TRUST COMPANY, N.A., as Trustee

By: ______________________________
Authorized Signature

Date of Authentication: ____________________________

* * * * * *

[FORM OF ASSIGNMENT]

The following abbreviations, when used in the inscription on the face of the within Bond shall be construed as though they were written out in full according to applicable laws or regulations:

TEN COM - as tenants in common
TEN ENT - as tenants by the entirety
JT TEN - as joint tenants with right of survivorship and not as tenants in common

UNIF GIFT MIN ACT - under Uniform Transfers to Minors Act

__________________ __________________
(Cust) (Minor)

____
(State)

Additional abbreviations may also be used though not in the list above.

For value received ____ hereby sells, assigns and transfers unto

INSERT SOCIAL SECURITY OR
OTHER IDENTIFING NUMBER OF ASSIGNEE

____
(Please Print or Typewrite Name and Address of Assignee)

the within Bond of BOISE STATE UNIVERSITY, and hereby irrevocably constitutes and appoints ____ attorney to register the transfer of said Bond on the books kept for registration thereof, with full power of substitution in the premises.

Dated: __________________________ Signature: ____________________________________

Signature Guaranteed: ____

NOTICE: Signature(s) must be guaranteed by an "eligible guarantor institution" meeting the requirements of the Trustee, which requirements include membership or participation in STAMP or such other "signature guarantee program" as may be determined by the Trustee in addition to, or in substitution for, STAMP, all in accordance with the Securities and Exchange Act of 1934, as amended.

NOTICE: The signature to this assignment must correspond with the name as it appears upon the face of the within Bond in every particular, without alteration or enlargement or any change whatever.

* * * * * *

VALIDATION CERTIFICATE

I hereby certify that I have examined a certified copy of the record of proceedings taken preliminary to and in the issuance of the within bond; that such proceedings and such bond conform to and show lawful authority for the issuance thereof in accordance with the provisions of title 33, chapter 38, Idaho Code, as amended. Such bond has been issued in accordance with the Constitution and laws of the State of Idaho and shall in any suit, action or proceeding involving its validity be conclusively deemed to be fully authorized by title 33, chapter 38, Idaho Code, and to have been issued, sold, executed, and delivered in conformity with the Constitution and laws of the State of Idaho and to be valid and binding and enforceable in accordance with its terms, and such bond is incontestable for any cause.

____
Honorable Lawrence Wasden
Attorney General

* * * * * *

Schedule 1
Refunded Bonds

BOISE STATE UNIVERSITY

$[_____]
GENERAL REVENUE REFUNDING BONDS,
SERIES 2013A (TAX EXEMPT)

$[_____]
GENERAL REVENUE PROJECT AND REFUNDING BONDS,
SERIES 2013B (TAXABLE)

BOND PURCHASE AGREEMENT

April 18, 2013

Boise State University
Attn: Stacy Pearson, Vice President
for Finance and Administration
1910 University Drive
Boise, Idaho 83725

Ladies and Gentlemen:

The undersigned, Barclays Capital Inc., as underwriter (the *"Underwriter"*), hereby offers to enter into this Bond Purchase Agreement (the *"Purchase Agreement"*) with Boise State University (the *"University"*), which, upon the acceptance by the University of this offer, shall be in full force and effect in accordance with its terms and shall be binding upon the University and the Underwriter.

This offer is made subject to your acceptance and approval on or before 5:00 p.m. Mountain Time on the date hereof, and until so accepted will be subject to withdrawal by the Underwriter upon notice delivered to the University by the Underwriter at any time prior to the execution and acceptance hereof by the University. Terms not otherwise defined herein shall have the same meanings as are set forth in the hereinafter defined Resolution.

ARTICLE I

Section 1.1. Purchase and Sale. Upon the terms and conditions and upon the basis of the representations, warranties and covenants herein set forth, the Underwriter hereby agrees to purchase from the University, and the University hereby agrees to sell to the Underwriter, all, but not less than all, of the University's $[_____] General Revenue Refunding Bonds, Series 2013A (Tax Exempt) (the *"Series 2013A Bonds"*) and $[_____] General Revenue Project and Refunding Bonds, Series 2013B (the *"Series 2013B Bonds,"* and together with the Series 2013A Bonds, the *"2013 Bonds"*). The purchase price of the Series 2013A Bonds shall be $[_____], representing the principal amount of the Series 2013A Bonds, plus [net] original issue premium of $[_____], and the purchase price of the Series 2013B Bonds shall be equal to principal amount of the Series 2013B Bonds (collectively, the *"Purchase Price"*). In consideration for its services, the University agrees to pay to the Underwriter a fee of $[_____] for the Series 2013A Bonds and $[_____] for the Series 2013B Bonds (collectively, the *"Underwriter's Fee"*).

Section 1.2. The 2013 Bonds. The proceeds of the 2013 Bonds will be used (a) to finance a portion of the cost of acquiring an approximately four-acre parcel of property, together with improvements thereon, adjacent to the University's campus in Boise, Idaho, (b) to refund certain of the University's outstanding bonds set forth in SCHEDULE I hereto (the "Refunded Bonds") and (c) to pay costs of issuing the 2013 Bonds.

The 2013 Bonds shall be dated as of their date of delivery, shall bear interest at the rates, mature in the amounts and on the dates as set forth in SCHEDULE I hereto, and shall be subject to redemption prior to maturity as set forth in the Supplemental Resolution (defined below). The 2013 Bonds shall be issued pursuant to the Resolution Providing for the Issuance of General Revenue Bonds, adopted September 17, 1992, as previously supplemented and amended (the *"Master Resolution"*), and as further supplemented by a Supplemental Resolution adopted April 18, 2013 (the *"Supplemental Resolution"* and, together with the Master Resolution, the *"Resolution"*) by the State Board of Education and Board of Regents of the University of Idaho, acting in its capacity as the Board of Trustees of the University (the *"Board"*), substantially in the form heretofore delivered to the Underwriter, with only such changes therein as shall be mutually agreed upon between us.

The 2013 Bonds will be payable from and secured by a pledge of certain revenues of the University (as defined in the Resolution, the *"Pledged Revenues"*), on a parity with all bonds now outstanding under the Resolution and any additional bonds hereafter issued under the Resolution.

Section 1.3. Official Statement; Continuing Disclosure. (a) The 2013 Bonds shall be offered pursuant to an Official Statement of even date herewith (which, together with the cover page and all appendices thereto, and with such changes therein and supplements thereto which are consented to in writing by the Underwriter is herein called the *"Official Statement"*).

(b) The University has previously deemed the Official Statement "final" as of its date for purposes of paragraph (b)(1) of Rule 15c2-12 of the Securities and Exchange Commission (*"Rule 15c2-12"*), and the University hereby authorizes the use of the Official Statement by the Underwriter in connection with the public offering and sale of the 2013 Bonds. The University agrees to provide to the Underwriter, at least four days prior to the Closing Date (defined below), and in any event not later than seven business days after the date hereof, sufficient copies of the Official Statement to enable the Underwriter to comply with the requirements of Rule 15c2-12 and Rule G-32 of the Municipal Securities Rulemaking Board.

(c) If at any time prior to 25 days after the "end of the underwriting period" (as defined below), any event shall occur, or any preexisting fact shall become known, of which the University has knowledge and which might or would cause the Official Statement as then supplemented or amended to contain any untrue statement of a material fact or omit to state any material fact necessary in order to make the statements therein, in light of the circumstances under which they were made, not misleading, the University, at its expense, shall notify the Underwriter, and if, in the opinion of the Underwriter, such event requires the preparation and publication of a supplement or amendment to the Official Statement, the University will (i) supplement or amend the Official Statement in a form and in a manner approved by the Underwriter and (ii) provide the Underwriter with such certificates and legal opinions as shall be requested by the Underwriter in order to evidence the accuracy and completeness of the Official Statement as so supplemented or amended. If the Official Statement is so supplemented or amended prior to the Closing (defined below), such approval by the Underwriter of a supplement or amendment to the Official Statement shall not preclude the Underwriter from thereafter terminating this Purchase Agreement, and if the Official Statement is so amended or supplemented subsequent to the date hereof and prior to the Closing, the Underwriter may terminate this Purchase Agreement by written notification delivered to the University by the Underwriter at any time prior to the Closing if, in the judgment of the Underwriter, such amendment or supplement has or will have a material adverse effect on the marketability of the 2013 Bonds.

(d) For purposes of this Purchase Agreement, the "end of the underwriting period" shall mean the Closing Date, or, if the University has been notified in writing by the Underwriter on or prior to the Closing Date that the "end of the underwriting period" within the meaning of Rule 15c2-12 will not occur on the Closing Date, such later date on which the "end of the underwriting period" within such meaning has occurred. In the event that the University has been given notice pursuant to the preceding sentence that the "end of the underwriting period" will not occur on the Closing Date, the Underwriter agrees to notify the University in writing of the date it does occur as soon as practicable following the "end of the underwriting period" for all purposes of Rule 15c2-12; *provided*, that if the Underwriter has not otherwise so notified the University of the "end of the underwriting period" by the 90th day after the Closing, then the "end of the underwriting period" shall be deemed to occur on such 90th day unless otherwise agreed to by the University.

(e) In order to enable the Underwriter to comply with the requirements of paragraph (b)(5) of Rule 15c2-12 in connection with the offering of the 2013 Bonds, the University covenants and agrees with the Underwriter that it will execute and deliver a Continuing Disclosure Undertaking with respect to the 2013 Bonds (the *"Continuing Disclosure Undertaking"* and, collectively with this Purchase Contract, the hereinafter defined Escrow Agreement, and the Resolution, the *"Bond Documents"*) in substantially the form attached as APPENDIX E to the Preliminary Official Statement dated April 3, 2013 (the *"Preliminary Official Statement"*), on or before the Closing Date.

Section 1.4. Public Offering. The Underwriter agrees to make an initial public offering of all the 2013 Bonds at the public offering prices set forth on the inside cover page of the Official Statement. The Underwriter may, however, change such initial offering prices or yields as it may deem necessary in connection with the marketing of the 2013 Bonds and offer and sell the 2013 Bonds to certain dealers (including dealers depositing the 2013 Bonds into investment trusts) and others at prices lower than the initial offering prices or yields set forth on the inside cover page of the Official Statement. The Underwriter also reserves the right (a) to over-allot or effect transactions that stabilize or maintain the market prices of the 2013 Bonds at levels above those which might otherwise prevail in the open market and (b) to discontinue such stabilizing, if commenced, at any time without prior notice.

Section 1.5. *Closing*. The *"Closing Date"* shall be May 8, 2013, or such other date as the University and the Underwriter shall mutually agree upon. The delivery of and payment for the 2013 Bonds and the other actions described in Sections 1.5 and 3.1 of this Purchase Agreement are referred to herein as the *"Closing."* The Closing shall take place at the offices of Hawley Troxell Ennis & Hawley LLP in Boise, Idaho. On the Closing Date, the University will deliver the 2013 Bonds or cause the 2013 Bonds to be delivered to or for the account of The Depository Trust Company (*"DTC"*), duly executed and authenticated. The University will also deliver to the Underwriter at the Closing the other documents described below and, subject to the terms and conditions hereof, the Underwriter will accept such delivery and pay the purchase price of the 2013 Bonds as set forth in Section 1.1 hereof in federal funds payable to the order of the University. The 2013 Bonds will be registered in the name of Cede & Co., as nominee of DTC.

ARTICLE II

REPRESENTATIONS AND WARRANTIES OF THE UNIVERSITY

To induce the Underwriter to enter into this Purchase Agreement, the University represents and warrants to the Underwriter as follows:

Section 2.1. The University has been duly organized and is validly existing under the Constitution and laws of the State of Idaho and has all power and authority to consummate the transactions contemplated by this Purchase Agreement and the Official Statement, including the execution, delivery and approval of all documents and agreements referred to herein or therein.

Section 2.2. The execution and delivery of the 2013 Bonds and the Bond Documents, the adoption of the Resolution, and compliance with the provisions on the University's part contained therein, will not conflict with or constitute a breach of or default under any constitutional provision, administrative regulation, judgment, decree, loan agreement, indenture, bond, note, resolution, agreement or other instrument to which the University is a party or to which the University is or to which any of its property or assets are otherwise subject, nor will any such execution, delivery, adoption or compliance result in the creation or imposition of any lien, charge or other security interest or encumbrance of any nature whatsoever upon any of the property or assets of the University to be pledged to secure the 2013 Bonds or under the terms of any such law, regulation or instrument, except as provided by the 2013 Bonds and the Resolution.

Section 2.3. (a) By all necessary official action of the University taken prior to or concurrently with the acceptance hereof, the University has duly authorized (i) the adoption of the Resolution and the issuance and sale of the 2013 Bonds, (ii) the execution and delivery of, and the performance by the University of the obligations on its part, contained in the 2013 Bonds and the Bond Documents, (iii) the distribution and use of the Preliminary Official Statement and the execution, distribution and use of the Official Statement for use by the Underwriter in connection with the public offering of the 2013 Bonds, and (iv) the consummation by it of all other transactions described in the Official Statement, the Bond Documents and any and all such other agreements and documents as may be required to be executed, delivered and/or received by the University in order to carry out, give effect to, and consummate the transactions described herein and in the Official Statement.

(b) This Purchase Agreement has been duly authorized, executed and delivered, the Resolution has been duly adopted, and this Purchase Agreement and the Resolution constitute the legal, valid and binding obligations of the University, enforceable in accordance with their terms, subject to bankruptcy, insolvency, reorganization, moratorium, and other similar laws and principles of equity relating to or affecting the enforcement of creditors' rights; and the Continuing Disclosure Undertaking and the Escrow Agreement, when duly executed and delivered, will constitute the legal, valid and binding obligation of the University, enforceable in accordance with its terms.

(c) The 2013 Bonds, when issued, delivered and paid for in accordance with the Resolution and this Purchase Agreement, will have been duly authorized, executed, issued and delivered by the University and will constitute the valid and binding obligations of the University, enforceable against the University in accordance with their terms, subject to bankruptcy, insolvency, reorganization, moratorium, and other similar laws and principles of equity relating to or affecting the enforcement of creditors' rights; upon the issuance, authentication and delivery of the 2013 Bonds as aforesaid, the Resolution will provide, for the benefit of the holders, from time to time, of the 2013 Bonds, the legally valid and binding pledge of and lien it purports to create as set forth in the Resolution.

(d) All authorizations, approvals, licenses, permits, consents and orders of any governmental authority, legislative body, board, agency or commission having jurisdiction of the matter which are required for the due authorization of, which would constitute a condition precedent to, or the absence of which would materially adversely affect the approval or adoption, as applicable, of the Bond Documents, the issuance of the 2013 Bonds or the due performance by the University of its obligations under the Bond Documents and the 2013 Bonds, have been duly obtained.

Section 2.4. Except as disclosed in the Preliminary Official Statement and the Official Statement, there is no litigation, action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, government agency, public board or body, pending or, to the best knowledge of the University, threatened against the University: (i) affecting the existence of the University or the titles of its officers to their respective offices, (ii) affecting or seeking to prohibit, restrain or enjoin the sale, issuance or delivery of the 2013 Bonds, (iii) in any way contesting or affecting the validity or enforceability of the 2013 Bonds or the Bond Documents, (iv) contesting the exclusion from gross income of interest on the Series 2013A Bonds for federal or State of Idaho income tax purposes, (v) contesting in any way the completeness or accuracy of the Preliminary Official Statement or the Official Statement or any supplement or amendment thereto, or (vi) contesting the powers of the University or any authority for the issuance of the 2013 Bonds, the adoption of the Resolution or the execution and delivery of the Bond Documents, nor, to the best knowledge of the University, is there any basis therefor, wherein an unfavorable decision, ruling or finding would materially adversely affect the validity or enforceability of the 2013 Bonds or the Bond Documents.

Section 2.5. The University is not in breach of or in default under any existing constitutional provision, law, court or administrative regulation, judgment, decree or order, or any loan agreement, indenture, bond, note, resolution mortgage, lease, sublease, agreement, or other instrument to which the University is a party or by which it or its property is or may be bound, and no event has occurred or is continuing which, with the passage of time or the giving of notice, or both, would constitute a default or an event of default thereunder, in either case in any manner or to such extent as could have a material adverse effect on the financial condition of the University or the transactions contemplated by this Purchase Agreement and the Official Statement, or would have an adverse effect on the validity or enforceability in accordance with their respective terms of the 2013 Bonds or the Bond Documents, or would in any way adversely affect the existence or powers of the University, or would in any way adversely affect the tax-exempt status of interest on the Series 2013A Bonds.

Section 2.6. The 2013 Bonds and the Resolution conform to the descriptions thereof contained in the Preliminary Official Statement and the Official Statement under the captions "THE 2013 BONDS" and "SECURITY FOR THE 2013 BONDS," and the proceeds of the sale of the 2013 Bonds will be applied generally as described in the Preliminary Official Statement and the Official Statement under the caption "ESTIMATED SOURCES AND USES OF FUNDS." The University has the legal authority to apply, and will apply or cause to be applied, the proceeds from the sale of the 2013 Bonds as provided in and subject to all of the terms and provisions of the Resolution, and will not take or omit to take any action which action or omission will adversely affect the exclusion from gross income for federal or State of Idaho income tax purposes of the interest on the Series 2013A Bonds.

Section 2.7 The Preliminary Official Statement, as supplemented and amended through the date hereof, did not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading. At the time of the University's acceptance hereof and (unless the Official Statement is amended or supplemented pursuant to paragraph (c) of Section 1.3 of this Purchase Agreement) at all times subsequent thereto during the period up to and including the Closing Date, the Official Statement does not and will not contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading. If the Official Statement is supplemented or amended pursuant to paragraph (c) of Section 1.3 of this Purchase Agreement, at the time of each supplement or amendment thereto and (unless subsequently again supplemented or amended pursuant to such paragraph) at all times subsequent thereto to and including the date that is 25 days after the "end of the underwriting period," the Official Statement as so supplemented or amended will not contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which made, not misleading.

Section 2.8. The University will furnish such information and execute such instruments and take such action in cooperation with the Underwriter, at no expense to the University, as the Underwriter may reasonably request (a) to (i) qualify the 2013 Bonds for offer and sale under the Blue Sky or other securities laws and regulations of such states and other jurisdictions in the United States as the Underwriter may designate and (ii) determine the eligibility of the 2013 Bonds for investment under the laws of such states and other jurisdictions and (b) to continue such qualifications in effect so long as required for the distribution of the 2013 Bonds (*provided*, that the University will not be required to qualify as a foreign corporation or to file any general or special consents to service of process under the laws of any jurisdiction) and will advise the Underwriter immediately of receipt by the University of any written notification with respect to the suspension of the qualification of the 2013 Bonds for sale in any jurisdiction or the initiation or threat of any proceeding for that purpose.

Section 2.9. Except as described in the Preliminary Official Statement, the University has not failed during the previous five years to comply with any previous undertakings in a written continuing disclosure contract or agreement under Rule 15c2-12.

Section 2.10. (a) The financial statements of, and other financial information regarding, the University in the Preliminary Official Statement and in the Official Statement fairly present the financial position and results of the University as of the dates and for the periods therein set forth. The financial statements of the University have been prepared in accordance with generally accepted accounting principles consistently applied, and except as noted in the Preliminary Official Statement and in the Official Statement, the other historical financial information set forth in the Preliminary Official Statement and in the Official Statement has been presented on a basis consistent with that of the University's audited financial statements included in the Preliminary Official Statement and in the Official Statement. Except as described in the Preliminary Official Statement, since June 30, 2012, there has been no material adverse change in the condition, financial or otherwise, of the University from that set forth in the audited financial statements as of and for the period ended that date; and except as described in the Preliminary Official Statement, the University, since June 30, 2012, has not incurred any material liabilities, directly or indirectly, except in the ordinary course of the University's operations.

(b) Prior to the Closing, the University will not take any action within or under its control that will cause any adverse change of a material nature in such financial position, results of operations or condition, financial or otherwise, of the University. The University will not, prior to the Closing, offer or issue any bonds, notes or other obligations for borrowed money or incur any material liabilities, direct or contingent, except in the ordinary course of business, without the prior approval of the Underwriter.

Section 2.11. The University agrees and acknowledges that: (i) with respect to the engagement of the Underwriter by the University, including in connection with the purchase, sale and offering of the 2013 Bonds, and the discussions, conferences, negotiations and undertakings in connection therewith, the Underwriter (a) is and has been acting as a principal and not an agent or fiduciary of the University and (b) has not assumed an advisory or fiduciary responsibility in favor of the University; (ii) the University has consulted its own legal, financial and other advisors to the extent it has deemed appropriate; and (iii) this Purchase Agreement expresses the entire relationship between the parties hereto.

Section 2.12. Each representation, warranty or agreement stated in any certificate signed by any officer of the University and delivered to the Underwriter at or before the Closing shall constitute a representation, warranty or agreement by the University upon which the Underwriter shall be entitled to rely.

ARTICLE III

CLOSING CONDITIONS

Section 3.1. The Underwriter has entered into this Purchase Agreement in reliance upon the representations and warranties herein and the performance by the University of its obligations hereunder, both as of the date hereof and as of the Closing Date. The Underwriter's obligations under this Purchase Agreement are and shall be subject to the following conditions:

(a) The representations and warranties of the University contained herein shall be true, complete and correct at the date hereof and on the Closing Date, as if made on the Closing Date. At the time of Closing, (i) the Official Statement, the Resolution and this Purchase Agreement shall be in full force and effect and shall not have been amended, modified or supplemented, except as therein permitted or as may have been agreed to in writing by the Underwriter, and (ii) the proceeds of sale of the 2013 Bonds shall be paid to the Trustee of the 2013 Bonds for deposit or use as described in the Official Statement. On the Closing Date, no "Event of Default" shall have occurred or be existing under the Resolution nor shall any event have occurred which, with the passage of time or the giving of notice, or both, shall constitute an Event of Default under the Resolution, nor shall the University be in default in the payment of principal of or interest on any of its obligations for borrowed money.

(b) The Underwriter shall have the right to terminate this Purchase Agreement by written notification delivered to the University by the Underwriter, if at any time on or prior to the Closing Date:

(i) the Official Statement shall have been amended, modified or supplemented without the consent of the Underwriter;

(ii) any event shall occur, or any information shall become known, which makes untrue any statement of a material fact in the Official Statement or makes an omission of a fact that should be included in the Official Statement in order to make the statements in the Official Statement, in light of the circumstances under which they were made, not misleading;

(iii) any material adverse change in the affairs or financial condition of the University shall have occurred since the date of this Purchase Agreement (except for changes which the Official Statement discloses are expected to occur) that, in the reasonable judgment of the Underwriter, materially adversely affects the market price or marketability of the 2013 Bonds or the ability of the Underwriter to enforce contracts for the sale of the 2013 Bonds;

(iv) any legislation, ordinance, rule or regulation shall be introduced in, or be enacted by any governmental body, department or agency of the State of Idaho (the *"State"*), or a decision by any court of competent jurisdiction within the State shall be rendered which materially adversely affects the market price of the 2013 Bonds;

(v) a stop order, ruling, regulation or official statement by, or on behalf of, the Securities and Exchange Commission or any other governmental agency having jurisdiction of the subject matter shall be issued or made to the effect that the issuance, offering or sale of obligations of the general character of the 2013 Bonds, or the issuance, offering or sale of the 2013 Bonds, including all underlying obligations, as contemplated hereby or by the Official Statement, is in violation or would be in violation of any provision of the federal securities laws, including the Securities Act of 1933, as amended and as then in effect (the *"Securities Act"*), or that the Resolution needs to be qualified under the Trust Indenture Act of 1939, as amended and as then in effect (the *"Trust Indenture Act"*);

(vi) legislation shall be enacted by the Congress of the United States of America, or a decision by a court of the United States of America shall be rendered, to the effect that the 2013 Bonds or obligations of the general character of the 2013 Bonds are not exempt from registration under the Securities Act, or that the Resolution is not exempt from qualification under the Trust Indenture Act;

(vii) legislation shall have been passed by or introduced in the Congress of the United States or recommended to the Congress for passage by the President of the United States or the United States Department of the Treasury or the Internal Revenue Service or any member of the United States Congress, or the State Legislature, or a decision shall have been rendered by a court of the United States or of the State or by the Tax Court of the United States, or a ruling or an official statement (including a press release) or proposal shall have been made or a regulation shall have been proposed or made by or on behalf of the Treasury Department of the United States or the Internal Revenue Service or other federal or State authority, with respect to federal or State taxation upon revenues or other income of the general character to be derived by the University pursuant to the Resolution, or with respect to federal or State taxation of interest received on securities of the general character of the Series 2013A Bonds or which would have the effect of changing, directly or indirectly, the federal or State tax consequences of receipt of interest on securities of the general character of the Series 2013A Bonds in the hands of the owners thereof, which in the opinion of the Underwriter would adversely affect the market price of the Series 2013A Bonds or the ability to enforce contracts for the sale of the Series 2013A Bonds, or other action or events shall have transpired which may have the purpose or effect, directly or indirectly, of changing the federal income tax consequences or State income tax consequences of any of the transactions contemplated in connection herewith, or any other action or events shall have occurred which, in the judgment of the Underwriter, materially adversely affect the market for the Series 2013A Bonds or the market price generally of obligations of the general character of the Series 2013A Bonds;

(viii) additional material restrictions not in force as of the date hereof shall have been imposed upon trading in securities generally by any governmental authority or by any national securities exchange, which in the reasonable judgment of the Underwriter, materially adversely affect the market price or marketability of the 2013 Bonds or the ability of the Underwriter to enforce contracts for the sale of the 2013 Bonds;

(ix) a general banking moratorium shall have been established by federal, State or New York authorities, or there shall have occurred a general suspension of trading in securities on the New York Stock Exchange or any other national securities exchange, the establishment of minimum or maximum prices on any such national securities exchange, the establishment of material restrictions (not in force as of the date hereof) upon trading securities generally by any governmental authority or any national securities exchange, or any material increase of restrictions now in force (including, with respect to the extension of credit by, or the charge to the net capital requirements of, the Underwriter), or a disruption in securities settlement, payment or clearance services shall have occurred, which in the reasonable judgment of the Underwriter, materially adversely affects the market price or marketability of the 2013 Bonds or the ability of the Underwriter to enforce contracts for the sale of the 2013 Bonds;

(x) there shall have occurred any new material outbreak of hostilities (including, without limitation, an act of terrorism) or new material other national or international calamity or crisis, or any material adverse change in the financial, political or economic conditions affecting the United States, including, but not limited to, an escalation of hostilities that existed prior to the date hereof, the effect of which would, in the reasonable opinion of the Underwriter, affect materially or adversely the ability of the Underwriter to market the 2013 Bonds;

(xi) there shall have occurred any downgrading or published negative credit watch or similar published information from a rating agency that at the date of this Purchase Agreement has published a rating (or has been asked to furnish a rating on the 2013 Bonds) on any of the University's debt obligations, which action reflects a change or possible change, in the ratings accorded any such obligations of the University (including any rating to be accorded the 2013 Bonds); or

(xii) any action, suit or proceeding described in Section 2.4 or 3.1(c)(4) shall have been commenced which, in the reasonable judgment of the Underwriter, materially adversely affects the market price or marketability of the 2013 Bonds or the ability of the Underwriter to enforce contracts for the sale of the 2013 Bonds.

(c) At or prior to the Closing for the 2013 Bonds, the Underwriter shall receive the following documents:

(1) The approving opinion of Hawley Troxell Ennis & Hawley LLP (*"Bond Counsel"*), dated the Closing Date, in substantially the form included as APPENDIX F to the Official Statement;

(2) (A) The opinion of Hawley Troxell Ennis & Hawley LLP, as Disclosure Counsel, dated the Closing Date and addressed to the Underwriter, in substantially the form attached hereto as *Exhibit A* and (B) the opinion of Foster Pepper PLLC (*"Underwriter's Counsel"*), dated the Closing Date and addressed to the Underwriter, in substantially the form attached hereto as *Exhibit C*;

(3) The opinion of Kevin D. Satterlee, counsel to the University, in substantially the form attached hereto as *Exhibit B*;

(4) The University's certificate or certificates signed by its Vice-President for Finance and Administration dated the Closing Date to the effect that (A) no litigation is pending or, to its knowledge, threatened: (i) affecting the existence of the University or the titles of its officers to their respective offices, (ii) affecting or seeking to prohibit, restrain or enjoin the sale, issuance or delivery of the 2013 Bonds, (iii) in any way contesting or affecting the validity or enforceability of the 2013 Bonds or the Bond Documents, (iv) contesting the exclusion from gross income of interest on the Series 2013A Bonds for federal or State income tax purposes, (v) contesting in any way the completeness or accuracy of the Preliminary Official Statement or the Official Statement or any supplement or amendment thereto, or (vi) contesting the powers of the University or any authority for the issuance of the 2013 Bonds, the adoption of the Resolution or the execution and delivery of the Bond Documents, nor, to the best knowledge of the University, is there any basis therefor, wherein an unfavorable decision, ruling or finding would materially adversely affect the validity or enforceability of the 2013 Bonds or the Bond Documents; (B) the descriptions and information contained in the Preliminary Official Statement and the Official Statement relating to the University and its operational and financial and other affairs and the application of the proceeds of sale of the 2013 Bonds are correct in all material respects, as of their respective dates and as of the Closing Date; (C) such descriptions and information, as of the respective dates of the Preliminary Official Statement and Official Statement, did not, and, as of the Closing Date, do not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements made therein, in light of the circumstances under which they were made, not misleading; (D) at the time of the Closing, no default or event of default has occurred and is continuing which, with the lapse of time or the giving of notice, or both, would constitute a default or an event of default under the Resolution, this Purchase Agreement or any other material agreement or material instrument to which the University is a party or by which it is or may be bound or to which any of its property or other assets is or may be subject; (E) the Resolution of the University authorizing or approving the execution of this Purchase Agreement, the Continuing Disclosure Undertaking, the Escrow Agreement, the Official Statement, and

the form of the 2013 Bonds has been duly adopted by the University and has not been modified, amended or repealed; (F) no event affecting the University has occurred since the respective dates of the Preliminary Official Statement and Official Statement that either makes untrue, as of the Closing Date, any statement or information relating to the same and contained in the Preliminary Official Statement or Official Statement or that should be disclosed therein in order to make the statements and information therein, in light of the circumstances under which they were made, not misleading; and (G) the representations of the University herein are true and correct in all material respects as of the Closing Date;

(5) A copy of the transcript of all proceedings of the University, including the Supplemental Resolution, relating to the authorization and issuance of the 2013 Bonds, certified by appropriate officials of the University;

(6) A certificate of the University relating to matters affecting the tax-exempt status of interest on the Series 2013A Bonds, including the use of proceeds of sale of the Series 2013A Bonds and matters relating to arbitrage rebate pursuant to Section 148 of the Code and the applicable regulations thereunder, in form and substance satisfactory to Bond Counsel;

(7) Satisfactory evidence that the 2013 Bonds are rated "[_____]" and "[_____]" by Moody's Investors Service, Inc. and Standard & Poor's, respectively;

(8) Copies of the Official Statement related to the 2013 Bonds executed on behalf of the University;

(9) An executed counterpart of the Continuing Disclosure Undertaking;

(10) A specimen Series 2013A Bond and a specimen Series 2013B Bond;

(11) An executed copy of Internal Revenue Service Form 8038-G with respect to the Series 2013A Bonds and evidence of filing thereof;

(12) An executed counterpart of the Escrow Agreement between the University and The Bank of New York Mellon Trust Company, N.A., with respect to the refunding of the Refunded Bonds;

(13) Escrow verification report issued by [_____] (the *"Verifier"*); and

(14) Such additional legal opinions, certificates, proceedings, instruments and other documents as the Underwriter or Bond Counsel may reasonably request.

If the University shall be unable to satisfy the conditions contained in this Purchase Agreement, or if the obligations of the Underwriter shall be terminated for any reason permitted by this Purchase Agreement, this Purchase Agreement shall terminate and neither the Underwriter nor the University shall be under further obligation hereunder, except as further set forth in Article IV hereof. However, the Underwriter may, in its sole discretion, waive one or more of the conditions imposed by this Purchase Agreement and proceed with the Closing. Acceptance of the 2013 Bonds and payment therefor by the Underwriter shall be deemed a waiver of noncompliance with any of the conditions herein.

ARTICLE IV

FEES AND EXPENSES

All expenses and costs of the University incident to the performance of its obligations in connection with the authorization, issuance and sale of the 2013 Bonds to the Underwriter, including the costs of printing of the 2013 Bonds; advertising costs; the costs of posting, printing, duplicating and mailing the Preliminary Official Statement and the Official Statement; the fees of consultants, the rating agencies, and the Verifier; the initial fee of the Trustee in connection with the issuance of the 2013 Bonds; and the fees and expenses of Bond Counsel, Disclosure Counsel, and counsel for the University, shall be paid out of funds made available by the University. All out-of-pocket expenses of the Underwriter (except for any expenses of the University advanced by the Underwriter for which the Underwriter will be reimbursed by the University), including advertising expenses in connection with the public offering of the 2013 Bonds, travel and other expenses, and the fees and expenses of Underwriter's Counsel, shall be paid by the Underwriter. To facilitate the Closing, the University hereby authorizes the Underwriter to net from the Purchase Price of the 2013 Bonds the Underwriter's Fee and reduce the Purchase Price payable to the University by an equal amount.

ARTICLE V

GENERAL PROVISIONS

Section 5.1. Notices. Any notice or other communication to be given to the University under this Purchase Agreement may be given by delivering the same in writing to the University's address set forth above, and any such notice or other communication to be given to the Underwriter may be given by delivering the same in writing to Barclays Capital Inc., 701 Fifth Avenue, Suite 7101, Seattle, Washington 98104.

Section 5.2. Entire Agreement. This Purchase Agreement, when executed by the University, shall constitute the entire agreement between the University and the Underwriter, and is made solely for the benefit of the University and the Underwriter (including the successors or assigns of the Underwriter). No other person shall acquire or have any right hereunder by virtue hereof.

Section 5.3. No Recourse. No recourse shall be had for any claim based on this Purchase Agreement, or any Resolution, certificate, document or instrument delivered pursuant hereto, against any member, officer or employee, past, present or future, of the University or of any successor body of the University.

Section 5.4. Execution in Counterparts. This Purchase Agreement may be executed in any number of counterparts, all of which, taken together, shall be one and the same instrument, and any parties hereto may execute this Purchase Agreement by signing any such counterpart.

Section 5.5. Severability. The invalidity or unenforceability of any provision hereof as to any one or more jurisdictions shall not affect the validity or enforceability of the balance of this Purchase Agreement as to such jurisdiction or jurisdictions, or affect in any way such validity or enforceability as to any other jurisdiction.

Section 5.6. Waiver or Modification. No waiver or modification of any one or more of the terms and conditions of this Purchase Agreement shall be valid unless in writing and signed by the party or parties making such waiver or agreeing to such modification.

Section 5.7. Governing Law. This Purchase Agreement shall be governed by and construed in accordance with the laws of the State of Idaho.

[Signature page follows]

Section 5.8. *Effective Date*. This Purchase Agreement shall become effective upon its execution by the Underwriter and the acceptance and approval hereof by the University.

BARCLAYS CAPITAL INC.

By_____________________________________
Director

ACCEPTED:

BOISE STATE UNIVERSITY

By_____________________________________
Vice President for Finance and Administration

SCHEDULE I

[ATTACH FINAL NUMBERS FROM UNDERWRITER]

EXHIBIT A

OPINION OF DISCLOSURE COUNSEL

[CLOSING DATE]

The Board of Trustees of
Boise State University
1910 University Drive
Boise, Idaho 83725

Barclays Capital Inc.
701 Fifth Avenue, Suite 7101
Seattle, Washington 98104

Re: The Board of Trustees of Boise State University
General Revenue Refunding Bonds, Series 2013A (Tax-Exempt) and
General Revenue Project and Refunding Bonds, Series 2013B (Taxable)

Ladies and Gentlemen:

We have acted as counsel with respect to disclosure matters to Boise State University (the "University") in connection with the sale of its $[_____] General Revenue Refunding Bonds, Series 2013A (Tax-Exempt) and $[_____] General Revenue Project and Refunding Bonds, Series 2013B (Taxable), (together, the "2013 Bonds"), pursuant to the Bond Purchase Agreement dated April 18, 2013 (the "Bond Purchase Agreement"), between the University and Barclays Capital Inc. (the "Underwriter").

In connection therewith, we have examined duly certified copies of certain proceedings of the Board of Trustees of Boise State University (the "Trustees") relating to the authorization and issuance of the 2013 Bonds, including the Resolution of the Trustees adopted on September 17, 1992, as previously supplemented and amended and as further supplemented by Supplemental Resolution dated April 18, 2013 (collectively, the "Resolution"), the Preliminary Official Statement dated April 3, 2013 (the "Preliminary Official Statement"), and the Official Statement dated April 18, 2013 (the "Official Statement"), the Continuing Disclosure Undertaking dated as of the date hereof (the "Continuing Disclosure"), and such other documents as we deemed necessary to render this opinion.

In our capacity as disclosure counsel, we also have examined originals or reproduced or certified copies of all such other corporate records, agreements, communications, certificates of officers and other instruments of the University, as well as such certificates of public officials and other documents as we have deemed relevant and necessary as a basis for the opinions set forth below. We also have examined an executed counterpart of the opinion, addressed to us, of University Counsel.

In such examination, we have assumed the genuineness of all signatures, the authenticity of all documents submitted to us as originals, and the conformity to original documents of all documents submitted to us as certified or reproduced copies. As to various questions of fact and material to such opinions, we have relied upon certificates of officers of the University and upon the representations and warranties of the University set forth in the Resolution and the Bond Purchase Agreement.

Based upon such examination, it is our opinion that:

1. The information contained in the Preliminary Official Statement and Official Statement under the headings entitled "THE 2013 BONDS," "TAX EXEMPTION," and "SECURITY FOR THE 2013 BONDS," and in APPENDIX "C" to the Preliminary Official Statement and the Official statement entitled "Glossary of Terms Used in the Resolution and Official Statement" and in APPENDIX "D" to the Preliminary Official Statement and the Official Statement entitled "Summary of Certain Provisions of the Resolution" present a fair summary of the relevant provisions of the 2013 Bonds and other matters discussed or presented therein, except that we express no opinion with respect to any financial, statistical or operating data contained in the information included under such headings.

Additionally, we have rendered assistance with respect to certain disclosures in the Preliminary Official Statement and the Official Statement. We participated in conferences with the Underwriter, the representatives of the University and certain other persons involved in the preparation of the information contained in the Preliminary Official Statement and the Official Statement, during which the contents of the Preliminary Official Statement and the Official Statement and related matters were discussed and reviewed. We solicited from the University, and in response received, certain information about the University.

While we are not passing upon, and (except as otherwise expressly set forth in opinion paragraph number 1) do not assume responsibility for, the accuracy, completeness or fairness of the statements contained in the Preliminary Official Statement and the Official Statement, on the basis of the information that was developed in the course of the performance of the services referred to above and (except as otherwise expressly set forth in opinion paragraph number 1) without having undertaken to verify independently such accuracy, completeness or fairness, nothing has come to our attention that would lead us to believe that the Preliminary Official Statement as of its date or as of the date of the Bond Purchase Agreement or Official Statement, as of its date and the date hereof (apart from (i) the financial statements and other economic, demographic, financial and statistical data, (ii) information regarding The Depository Trust Company, contained in the Preliminary Official Statement and the Official Statement, as to which we do not express any opinion or belief) contains or contained any untrue statement of a material fact or omits or omitted to state any material fact required to be stated therein or necessary in order to make the statements therein, in light of the circumstances under which they were made, not misleading.

2. The 2013 Bonds are exempt securities within the meaning of Section 3(a)(2) of the Securities Act of 1933, as amended, and of Section 304(a)(4) of the Trust Indenture Act of 1939, as amended; and it is not necessary in connection with the sale of the 2013 Bonds to the public to register the 2013 Bonds under the Securities Act of 1933, as amended, or to qualify the Resolution under the Trust Indenture Act of 1939, as amended.

EXHIBIT B

OPINION OF COUNSEL TO BOISE STATE UNIVERSITY

[CLOSING DATE]

Boise State University
1910 University Drive
Boise, Idaho 83725

Hawley Troxell Ennis & Hawley LLP
877 Main Street
Boise, Idaho 83702

Barclays Capital Inc.
701 Fifth Avenue, Suite 7101
Seattle, Washington 98104

Re: Boise State University
$[_____]
General Revenue Refunding Bonds,
Series 2013A (Tax Exempt)

$[_____]
General Revenue Project and Refunding Bonds,
Series 2013B (Taxable)

Ladies and Gentlemen:

As counsel to Boise State University (the *"University"*), I have reviewed certain documents in connection with the issuance and sale by the University of its $[_____] General Revenue Refunding Bonds, Series 2013A (Tax Exempt) and $[_____] General Revenue Project and Refunding Bonds, Series 2013B (Taxable) (together, the *"2013 Bonds"*), including the Resolution Providing for the Issuance of General Revenue Bonds, adopted on September 17, 1992, by the State Board of Education and Board of Regents of the University of Idaho, acting in its capacity as the Board of Trustees of the University (the *"Board"*), as previously supplemented and amended (the *"Master Resolution"*), and as further supplemented and amended by the Supplemental Resolution of the Board adopted on April 18, 2013, authorizing the issuance and sale of the 2013 Bonds (the *"Supplemental Resolution,"* and, together with the Master Resolution, the *"Resolution"*); the Preliminary Official Statement dated April 3, 2013 (the *"Preliminary Official Statement"*); the Official Statement dated April 18, 2013 (the *"Official Statement"*); the Bond Purchase Agreement, dated April 18, 2013, between the

University and Barclays Capital Inc. (the *"Purchase Agreement"*); the Continuing Disclosure Undertaking with respect to the 2013 Bonds (the *"Continuing Disclosure Undertaking"*); the Escrow Agreement dated the date hereof between the University and The Bank of New York Mellon Trust Company, N.A. (the *"Escrow Agreement"*); and such other documents as I deemed necessary to render this opinion. Capitalized terms used but not defined in this opinion have the meanings assigned to such terms in the Resolution. This opinion is rendered pursuant to the Purchase Agreement.

Based upon my examination, it is my opinion that:

1. The University is an institution of higher education and a body politic of the State of Idaho, duly and validly created and existing pursuant to the laws of the State of Idaho, with full legal right, power, and authority (i) to issue bonds of the University pursuant to the Resolution; (ii) to adopt the Resolution; (iii) to enter into the Purchase Agreement, the Escrow Agreement, and the Continuing Disclosure Undertaking; (iv) to pledge the Pledged Revenues (as defined in the Resolution) to secure the payment of the principal of and interest on the 2013 Bonds; and (v) to carry out and consummate the transactions contemplated by the Resolution, the Purchase Agreement, the Escrow Agreement, and the Continuing Disclosure Undertaking (collectively, the *"Bond Documents"*).

2. The meeting of the Board on April 18, 2013, at which the Supplemental Resolution was duly adopted by the Board, was called and held pursuant to law, all public notices required by law were given, and the actions taken at the meeting, insofar as such actions relate to the 2013 Bonds, were legally and validly taken.

3. The adoption of the Resolution by the Board, the execution and delivery of the Bond Documents, and the performance by the University of the transactions contemplated thereby will not conflict with or constitute a breach of, or default under, any commitment, note, agreement or other instrument to which the University is a party or by which it or any of its property is bound, or any provision of the Idaho Constitution or laws or any existing law, rule, regulation, ordinance, judgment, order or decree to which the University or the Board is subject.

4. Based upon conferences with, and representations of officials of, the University, the statements in the Preliminary Official Statement and the Official Statement under the captions "INTRODUCTION—Boise State University," "SECURITY FOR THE 2013 BONDS," "THE UNIVERSITY," "FINANCIAL INFORMATION REGARDING THE UNIVERSITY" and "LITIGATION" and in "APPENDIX B—SCHEDULE OF STUDENT FEES" are true and correct in all material respects and did not, as of their respective dates, and do not contain an untrue statement or omission of a material fact (other than, with respect to the Preliminary Official Statement, any information that is permitted to be omitted from the Preliminary Official Statement pursuant to the Rule), it being understood that, in rendering this opinion, I am not expressing an opinion with respect to financial, statistical or operating data contained under these captions of the Preliminary Official Statement and the Official Statement.

5. Except as described in the Official Statement, there is no action, suit, proceeding, official inquiry or investigation, at law or in equity, pending: (i) affecting the existence of the University or the titles of its officers to their respective offices, (ii) affecting or seeking to prohibit, restrain or enjoin the sale, issuance or delivery of the 2013 Bonds, (iii) in any way contesting or affecting the validity or enforceability of the 2013 Bonds or the Bond Documents, (iv) contesting the exclusion from gross income of interest on the Series 2013A Bonds for federal or State income tax purposes, (v) contesting in any way the completeness or accuracy of the Preliminary Official Statement or the Official Statement or any supplement or amendment thereto, or (vi) contesting the powers of the University or any authority for the issuance of the 2013 Bonds, the adoption of the Resolution or the execution and delivery of the other Documents, nor, to the best knowledge of the University, is there any basis therefor, wherein an unfavorable decision, ruling or finding would materially adversely affect the validity or enforceability of the 2013 Bonds or the Bond Documents.

Very truly yours,

____

Kevin D. Satterlee
University Counsel

EXHIBIT C

OPINION OF UNDERWRITER'S COUNSEL

[CLOSING DATE]

Barclays Capital Inc.
701 Fifth Avenue, Suite 701
Seattle, Washington 98104

Re: Boise State University
$[_____]
General Revenue Refunding Bonds,
Series 2013A (Tax Exempt)

$[_____]
General Revenue Project and Refunding Bonds,
Series 2013B (Taxable)

Ladies and Gentlemen:

We have served as counsel to Barclays Capital Inc. (the "Underwriter") in connection with the issuance of the above-referenced bonds (the "2013 Bonds") by Boise State University (the "University"). Unless otherwise defined herein, capitalized terms used herein will have the meaning or meanings set forth in the Bond Purchase Agreement for the 2013 Bonds dated April 18, 2013 (the "Purchase Agreement"), between the University and the Underwriter.

In our capacity as counsel to the Underwriter, we have examined originals, or copies certified or otherwise identified to our satisfaction as being true copies of originals, of the following documents: (i) the Purchase Agreement; (ii) the Resolution Providing for the Issuance of General Revenue Bonds, adopted on September 17, 1992, by the State Board of Education and Board of Regents of the University of Idaho, acting in its capacity as the Board of Trustees of the University, as supplemented and amended, including as supplemented and amended by the Supplemental Resolution adopted on April 18, 2013, authorizing the issuance and sale of the 2013 Bonds (together, the "Resolution"); (iii) the Preliminary Official Statement relating to the 2013 Bonds dated April 3, 2013 (the "Preliminary Official Statement"); (iv) the Official Statement relating to the 2013 Bonds dated April 18, 2013 (the "Official Statement"); (v) the Continuing Disclosure Undertaking with respect to the 2013 Bonds (the "Continuing Disclosure Undertaking"); (vi) the Escrow Agreement dated the date hereof between the University and The Bank of New York Mellon Trust Company, N.A.; and (vii) the various certificates and opinions provided on the date hereof pursuant to the Purchase Agreement (collectively, the "Documents").

We have assumed: (i) each party to the Documents validly exists and has and had all necessary legal and corporate authority to execute, deliver and perform the Documents to which it is a party; (ii) the execution and performance of the Documents and such other documents as may be executed in connection therewith by each such party will not violate or breach any law, regulation or corporate or other document or instrument to which such person is party or by which it is bound; (iii) the Documents are legal, valid and binding obligations of each such party to the extent purported to be such, enforceable in accordance with their respective terms; (iv) the genuineness of all signatures on the Documents; (v) the authenticity and completeness of all Documents submitted to us as originals; (vi) the legal competence of all natural persons who have signed the Documents; and (vii) the conformity to original Documents of all Documents submitted to us as copies.

Based on the foregoing and in reliance thereon, we are of the opinion that (i) the offer and sale of the 2013 Bonds by the Underwriter are exempt from the registration requirements of the Securities Act of 1933, as amended; (ii) the Resolution is exempt from qualification under the Trust Indenture Act of 1939, as amended; and (iii) Section 1.3(e) of the Purchase Agreement and the Continuing Disclosure Undertaking together provide a suitable basis for the Underwriter to reasonably determine, pursuant to paragraph (b)(5)(i) of Securities and Exchange Commission Rule 15c2-12 ("Rule 15c2-12"), that the University has undertaken in written agreements or contracts for the benefit of the holders of the 2013 Bonds to provide or cause to be provided the annual financial information and notices required by paragraph (b)(5)(i) of Rule 15c2-12. In delivering the foregoing opinions (i) and (ii), we have relied upon the legal opinions of Hawley Troxell Ennis & Hawley LLP, Bond Counsel, to the extent that such opinions address the validity of the 2013 Bonds.

In the course of our participation in the preparation of the Preliminary Official Statement and the Official Statement as counsel to the Underwriter, we have examined information made available to us, including legal matters and certain records, documents and proceedings. We also participated in telephone conferences and attended meetings with, among others, representatives of the University and its counsel, Bond Counsel, the Underwriter and other participants in the transaction, during which conferences and meetings the contents of the Preliminary Official Statement and the Official Statement were discussed.

Without undertaking to determine independently or assuming any responsibility for the accuracy, completeness or fairness of any of the statements contained in the Preliminary Official Statement or the Official Statement, we advise you that, during the course of the activities described in the foregoing paragraph, no information came to the attention of the attorneys in our firm providing legal services in connection with the issuance of the 2013 Bonds that caused such attorneys to believe that (i) except for the omission of information permitted to be excluded by Rule 15c2-12, the Preliminary Official Statement, as of the date of the Preliminary Official Statement and as of the date of the Purchase Agreement, and (ii) the Official Statement, as of its date and as of the date hereof (excluding in each case any financial, economic or statistical data contained in the Preliminary Official Statement or the Official Statement, any information contained in the Preliminary Official Statement or the Official Statement regarding DTC or its book-entry system or how interest on the 2013 Bonds is treated for federal or State income tax purposes, and the information contained in Appendices A and F to the Preliminary Official Statement and the Official Statement, as to all of which no opinion or belief is expressed), contained or contains any untrue statement of a material fact or omitted or omits to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances in which they were made, not misleading.

This letter is furnished by us as counsel to the Underwriter, is solely for the benefit of the Underwriter, and is not to be used, quoted, circulated or otherwise referred to in any other way, nor to be disclosed to any other person (other than as may be required by law) without our express prior written permission.

The opinions set forth in this letter are delivered as of the date hereof, and we assume no responsibility to advise any person of changes in legal or factual matters that may occur subsequent to the date hereof.

We bring to your attention the fact that the opinions set forth in this letter are expressions of our professional judgment on the matters expressly addressed and do not constitute guarantees of result.

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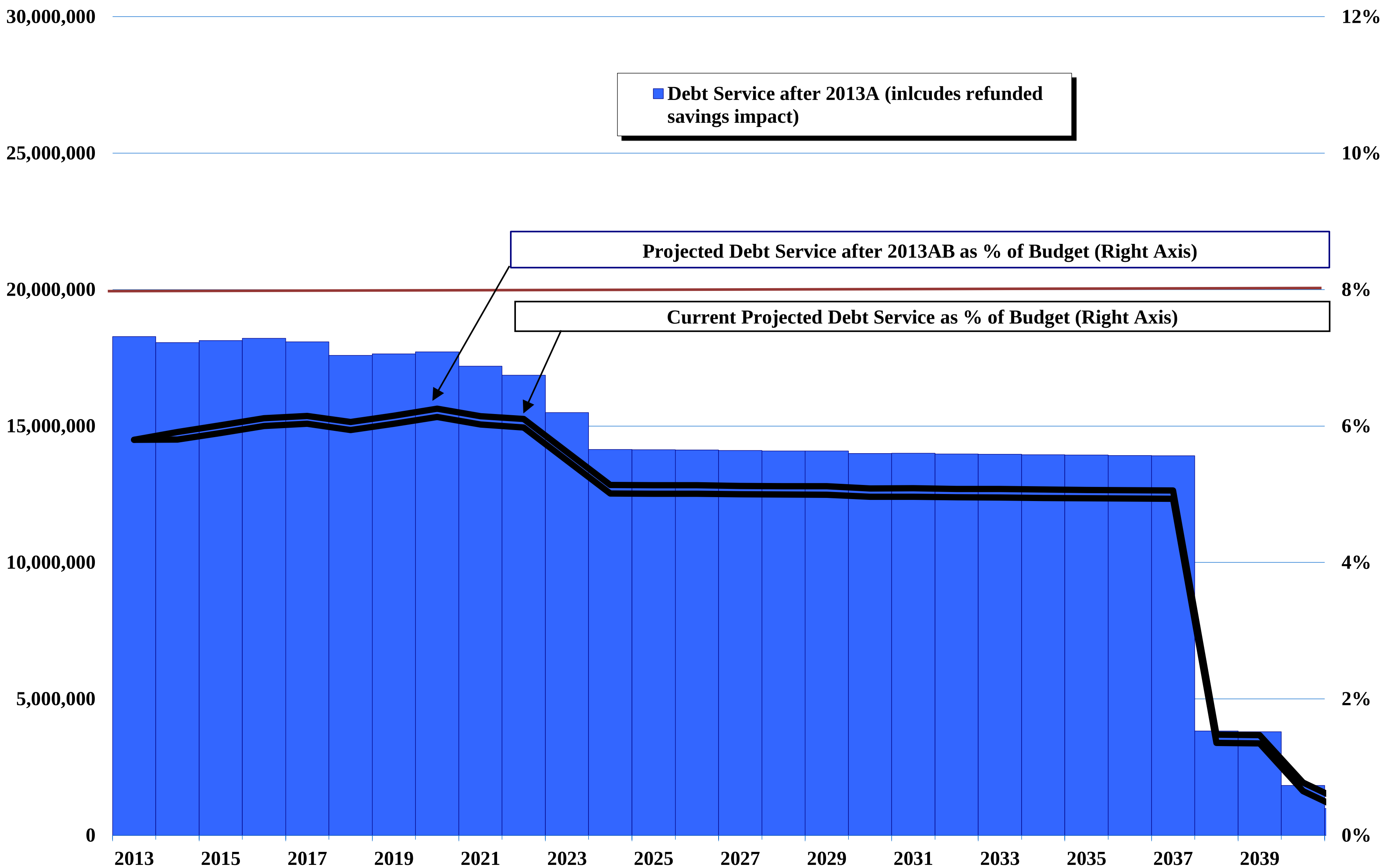
Boise State University
Debt Service to Budget
April 2013



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Boise State University
Ten Year Debt Projection
March 2013

		Est. Debt Financed	FY 2013	FY 2014	FY 2015	FY 2016	FY 2017	FY 2018	FY 2019	FY 2020	FY 2021	FY 2022	Total
1	**Future Buildings**												
2	2013 A debt service new money	$5,352,000	$0	$348,155	$348,155	$348,155	$348,155	$348,155	$348,155	$348,155	$348,155	$348,155	$3,133,398
3	Refunded Savings (not estimated for projection)		$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
4													
5	Estimated 2013 impact	$5,352,000	$0	$348,155	$348,155	$348,155	$348,155	$348,155	$348,155	$348,155	$348,155	$348,155	$3,133,398
6	**Current University Debt Service**		$18,274,557	$18,054,099	$18,131,360	$18,213,591	$18,081,285	$17,591,419	$17,643,631	$17,718,778	$17,192,184	$16,865,530	$177,766,433
7	**Total Projected Debt Service after 2013A**		$18,274,557	$18,402,254	$18,479,515	$18,561,746	$18,429,440	$17,939,574	$17,991,786	$18,066,933	$17,540,340	$17,213,685	$180,899,831
8	**Operating Budget (excludes direct lending)**		$315,286,531	$311,295,729	$307,383,918	$303,549,332	$299,790,251	$296,104,995	$292,491,926	$288,949,444	$285,475,989	$282,070,038	
9	**Current Debt Service as a % of Operating Budget (6/8)**		5.8%	5.8%	5.9%	6.0%	6.0%	5.9%	6.0%	6.1%	6.0%	6.0%	
10	**Future Debt Service as a % of Operating Budget (7/8)**		5.8%	5.9%	6.0%	6.1%	6.1%	6.1%	6.2%	6.3%	6.1%	6.1%	
	8% is the University's planned limit												

Assumptions:

11	*Student Revenue*	1. $3.0 million sequestration decrease in 2013 and ongoing -1% student growth from student fees, $0 new SFF in 2014, hedging against enrollment decline and ceiling on fee revenue
12	*General Fund*	2. 0% base reduction in 2013, 2% decrease appropriated funds in future, appears to be conservative at this time
13	*Donations, Sales*	3. Gifts reduce 2% each year and auxiliary revenues hold at 2013 budgeted levels
14		4. $2.0 million sequestration decrease in 2013 and ongoing decrease in Federal grants of 3% each year
15		5. New debt at 5% for 30 years
16		6. Refunding savings from 2013A is NOT reflected in total debt service amounts

IDAHO STATE UNIVERSITY

SUBJECT

Request to implement dependent fee program

APPLICABLE STATUTE, RULE, OR POLICY

Idaho State Board of Education Governing Policies & Procedures, Section V.R.3.

BACKGROUND/DISCUSSION

Idaho State University (ISU) requests Board approval to implement a dependent fee program starting in fall 2013. The purpose is to determine the financial feasibility of adding a dependent as an eligible participant in the employee and spouse fee policy to improve employment benefits for University employees. The program will be evaluated annually in terms of cost to the institution, impact on enrollments, class availability, and benefit value to employees. Employees enrolling a maximum of one dependent will continue to be eligible for both the employee and spouse fee per the existing policy.

Proposed eligibility requirements and benefits for the dependent fee program are as follows:

Eligibility:

- Benefit eligible employees at .5 FTE or greater who are employed at the University on or before the first day of classes.
- Dependent is defined as an unmarried child up to age 26. The benefit may be taxable to dependents over age 24, per Internal Revenue Code.
- Fee program is for employee and spouse and one dependent at a time enrolled in an undergraduate program.
- Each dependent is limited to a fee of the lesser of 140 undergraduate credits or 10 semesters of undergraduate enrollment.

Benefits:

- The fee rate for the dependent is for a maximum of 18 credits per semester. (Dependent will pay the full per credit fee for credits greater than 18).
- Cost to the dependent will be 50% of current resident tuition and fees. Based on fall 2012 tuition and fees, this would be $1,517.50 for a full-time, undergraduate student or $152 per credit. Course, lab, and professional fees will apply.

IMPACT

Initial estimates and review of this type of program at other Idaho institutions indicate that the cost impact to the University is mitigated by allowing only one dependent in the employee's family to participate, and charging more for the dependent. It is anticipated that 25% of ISU employees with dependent health insurance coverage will utilize a dependent waiver each year, with a projected cost of $483,000 in the initial year.

ATTACHMENTS

Attachment 1 – Comparison of Universities' Dependent Fee Criteria Page 3

STAFF COMMENTS AND RECOMMENDATIONS

The Board has previously approved a dependent fee program for Boise State University (BSU) and University of Idaho (UI). This is a request by ISU to avail its employees of the benefit. Each institution defines the benefit differently as permitted in Board policy. See Attachment 1 for a comparison of the key program eligibility criteria and benefits for each institution.

Staff recommends approval.

BOARD ACTION

I move to approve the request by Idaho State University to implement a dependent fee program effective for fall 2013 consistent with the terms presented.

Moved by ___________ Seconded by ___________ Carried Yes _____ No _____

	BSU	ISU	UI
Eligibility			
Employee status	dependent of benefit-eligible employee working at least 20 hrs per week with at least 5 mths of service	dependent of benefit-eligible employee at 0.5 FTE or greater	dependent of employee working at least half-time
Impact on Employee/ Spouse fee	dependent fee cannot be claimed concurrently with an employee or spouse fee during the same semester	employees enrolling a maximum of one dependent will continue to be eligible for both the employee and spouse fee	employees enrolling a maximum of one dependent will continue to be eligible for both the employee and spouse fee
Applies to part-time and full-time students	Yes	Yes	Yes
Degree level	undergraduate and graduate	undergraduate	undergraduate and graduate*
Benefits			
Cost	$25 registration fee and 35% of tuition & fees	50% of tuition & fees	50% of tuition & fees
Fees	excludes course, professional and other certain fees	excludes course, lab and professional fees	excludes course, professional and other certain fees
Limit		140 credit hrs or 10 semesters	maximum of eight semesters

* Excluding courses offered through College of Law, WWAMI, EMBA, and other identified programs

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IDAHO STATE UNIVERSITY FOUNDATION

SUBJECT

Formation of Bengal Pharmacy LLC

REFERENCE

February 2013	Presented to the Board as an Information Item; referred to BAHR committee for review

APPLICABLE STATUTE, RULE, OR POLICY

Idaho State Board of Education Governing Policies & Procedures, Sections V.E.2. and I.J.1.a

BACKGROUND/DISCUSSION

Idaho State University (ISU) Foundation is informing the Board of its plan to establish and operate a limited liability company in which the ISU Foundation will be the sole member. The entity is to be named Bengal Pharmacy LLC. Its purpose is to expand on the financial, educational, and experiential learning benefits to the faculty and staff of the College of Pharmacy (CoP); offer more comprehensive pharmacy services to University students, employees and the community; act as a filling agent for prescriptions written at clinics in Southeast Idaho operated by Health West Inc.; and provide a financial return to the Foundation and the University. Initial capital in the amount of $300,000 will come from a spendable account maintained by the ISU Foundation for the benefit of the College of Pharmacy. The company is expected to begin to turn a modest profit in the second year of its operation. The business case is included as Attachment 1.

Bengal Pharmacy Operating Agreement: As stated, Bengal Pharmacy LLC is a limited liability company established under Idaho law with the ISU Foundation being the sole member. The Foundation's operating agreement with the University was approved by the Board in 2009 and remains unchanged. The operating agreement for the Bengal Pharmacy is attached as Attachment 2. Under Article 7.1 of that operating agreement, the Foundation makes the tax elections for the Bengal Pharmacy. The Foundation will elect to treat the Bengal Pharmacy as a pass-through entity for tax purposes such that any income or losses will be included in the Foundation's tax returns.

Bengal Pharmacy Relationship with Idaho State University: The University's relationship with the Bengal Pharmacy will be defined by written agreement and will comply with Board policies, including Board policy V.E.2. and I.J.1.a. We anticipate that from time to time employees of the University will provide services for the Bengal Pharmacy on a "loaned employee" basis. The Loaned Employee Agreement attached as Attachment 3 will be used. This is the same form of agreement previously approved by the Board for employees loaned by the University to the ISU Foundation.

IMPACT

Creation and operation of Bengal Pharmacy LLC is expected to provide a modest financial return to the University's College of Pharmacy and the ISU Foundation. More importantly it will provide benefits to ISU, the College of Pharmacy, its faculty and students, the public, and the ISU Foundation as described in Attachment 4.

ATTACHMENTS

STAFF COMMENTS AND RECOMMENDATIONS

The ISU Foundation proposes to establish a pharmacy operating as an on-campus for-profit business enterprise. While the Board does not have direct control over institutional affiliated foundations, a written operating agreement between an institution and its affiliated foundation is required by Board policy. ISU has indicated that no revision to the operating agreement would be necessary.

Policy I.J.1.a. provides that institutions "…have and will continue to provide facilities and services for educational purposes … related to the mission of the institution and not directly competitive with services and facilities reasonably available from the private sector." This policy is applicable to foundations by way of policy V.E.2.b.xii. which provides that "Foundations may not engage in activities that conflict with … the policies of the Board ...."

The rationales for establishing the pharmacy are twofold. First, the pharmacy would likely be a profit center which would augment funding the Foundation can provide in support of ISU and its students. Second, it is becoming increasingly difficult to find sites for clinical opportunities for the College of Pharmacy's Pharm.D. students at area pharmacies because pharmacy operators are demanding that ISU (or the State of Idaho) indemnify them for any mistakes the students might make while working in their facility.

BOARD ACTION

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

Estimated Financial Statements for Bengal Pharmacy LLC

Estimated Financial Statements for Bengal Pharmacy LLC

Revenue Portion Of Income Statement

Bengal Pharmacy Pro-Forma	Year - 1	Year - 2	Year - 3	Year - 4
Projected Income Statement				
Daily Prescriptions (Gowth 5 Per Day/Per Month)	21060	37,440	39,000	40,560
Monthly Rx Generic (76% of Total Rx)	16,006	26,957	28,080	29,203
Monthly Rx Name Brand (24% of Total Rx)	4,231	6,290	6,552	6,814
Monthly Rx Name Brand FQHC (40% of Name Brand)	824	4,193	4,368	4,543
Monthly Prescriptions	21,060	38,750	41,850	45,198
Avg Charge/Rx Generic (NCPA Estimation)	28.62	29.34	30.07	30.82
Avg Charge/Rx Name Brand (NCPA estimation)	143.00	146.58	150.24	154.00
Avg Charge/Rx Name Brand FQHC (50% of Name)	143.00	146.58	150.24	154.00
Avg. Cost Per Prescription (NCPA average)	56.09			
Avg COGS/Rx Generic (growth at 4% per year)	11.20	11.65	12.11	12.60
Avg COGS/Rx Name Brand (6.5% Margin)	132.50	137.80	143.31	149.04
Avg COGS/Rx Generic FQHC (50% Name Brand)	66.25	68.90	71.66	74.52
Rx Sales Generic	458,080	790,791	844,334	900,060
Rx Sales Name Brand	604,993	921,945	984,368	1,049,337
Rx Sales Name Brand FQHC	117,832	614,630	656,246	699,558
Rx Sales (96% of total sales)	1,180,859	2,327,366	2,484,948	2,648,955
OTC/Other Sales (4% of total sales)	49,202	96,974	103,540	110,373
Total Gross Sales	1,230,061	2,424,340	2,588,488	2,759,328
Current A/R (40% of Monthly Rx)	55,398	80,811	86,283	91,978
Gross Operating Revenues	1,174,663	2,343,529	2,502,205	2,667,350
Beginning Inventory	0	200,000	210,000	220,000
Purchases	1,023,945	1,537,845	1,664,256	1,798,274
ending Inventory	200,000	210,000	220,000	230,000
COGS (Generic)	179,263	313,993	340,159	367,916
COGS (Name Brand)	560,570	866,751	938,980	1,015,601
COGS (FQHC)	54,590	288,917	312,993	338,534
COGS OTC/Other (.60)	29,521	58,184	62,124	66,224
Total COGS Inventory Payable	93,937	195,294	208,517	222,279
Other Operating Revenue:	0	0	0	
Payable to Health West Minus $11. Rx fee	54,157	279,587	295,204	311,054
Net Operating Revenues	190,499	721,391	751,262	780,301

Expense Portion Of Income Statement

Expenses:				
Pharmacist Salary	132,000	165,000	173,250	181,913
Employee's wages	48,000	60,000	63,000	66,150
Operations Manager	18,000	22,500	23,625	24,806
PR/Taxes/Benefits	63,840	79,800	83,790	87,980
Total P/R Expenses..................	261,840	304,800	320,040	336,042
Rent/Utilities	0	0	0	0
Prescription containers (.5% of gross rev.)	6,150	12,122	12,942	13,797
Delivery Costs (.6% of gross rev.)	8,681	21,819	23,296	24,834
Computer (5 year lease/maintenance per month)	12,600	13,608	14,152	14,718
Advertising(.4% of gross rev.)	4,920	9,697	10,354	11,037
Insurance(.5% of gross rev.)	6,150	12,122	12,942	13,797
Postage (.5% of gross rev.)	6,150	12,122	12,942	13,797
Interest Expense (Phone Lease)	1,469	1,173	863	536
Prepaid Startup Costs	0	5,000	5,000	0
Board of Directors	0	30,000	35,000	40,000
Good Neigbor Fee	2,394	4,788	4,788	4,788
All other expenses (2.7% of gross revenues)	33,212	65,457	69,889	74,502
Total Other Operating Expenses	81,727	187,908	202,170	211,805
Total Expenses………………………………	343,567	492,708	522,210	547,847
Net Income from Operations before Taxes	-153,068	228,683	229,052	232,454
Taxes Paid	0	0	0	0
Net Income from Operations After Taxes	-153,068	228,683	229,052	232,454

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Form of Operating Agreement for Bengal Pharmacy LLC

OPERATING AGREEMENT
OF
BENGAL PHARMACY, LLC

The undersigned, pursuant to the Idaho Uniform Limited Liability Company Act, Title 30, Chapter 6, Idaho Code ("Act"), hereby enters into this Operating Agreement ("Agreement") to govern the conduct and affairs of Bengal Pharmacy, LLC, an Idaho limited liability company (the "Company").

ARTICLE 1 - FORMATION

1.1. Organization. On ___________________, 2013, the member organized the Company by causing a Certificate of Organization to be filed with the Idaho Secretary of State pursuant to the Act.

1.2. Company Name. The name of the Company is Bengal Pharmacy, LLC. The Company may do business under that name or any other name the member determines. If the Company does business under a different name, the Company shall file an assumed name certificate as required by law.

1.3. Registered Agent. The Company's initial registered agent is John Gregory, ISU Foundation, 921 South 8th Avenue, Pocatello, Idaho 83209. The registered agent may be changed from time to time pursuant to the Idaho Registered Agents Act.

1.4. Designated Office. The Company's designated office is 921 South 8th Avenue, Stop 8050, Pocatello, Idaho 83209. The Company may locate its designated office at any other place the member deems advisable.

1.5. Duration. The Company shall exist until it is dissolved in accordance with the provisions of this Agreement or the Act.

1.6. Nature of Business. The Company is organized to operate a pharmacy and related services and to engage in all lawful practices and activities necessary, desirable, or incidental to the accomplishment of the foregoing for the benefit of the member.

ARTICLE 2 - MEMBER

2.1. Single member. The Company is presently a single-member limited liability company. The member of the Company is set forth in Appendix A attached hereto.

2.2. Limitation of Liability of member. The debts, obligations and liabilities of the Company, whether arising in contract, tort or otherwise, are solely the debts, obligations or liabilities of the Company and do not become the debts, obligations or liabilities of the member simply by reason of its being a member of the Company. Except as otherwise provided in nonwaivable provisions of law, the member shall not have any liability to the Company for any loss suffered by the Company that arises out of action or inaction of the member.

ARTICLE 3 - MANAGEMENT

3.1 Management. The business and affairs of the Company shall be managed by a board of at least four (4) nonmember managers (hereinafter referred to singly or plurally as "manager") appointed by the member. Management decisions shall be made by the affirmative vote of a majority of the managers.

3.2 Number, Tenure and Initial Managers. The Company shall initially have four (4) managers. Managers shall hold office until their successors are elected and qualified. In the event of a tie vote amongst the Board of Managers on any matter, the matter will be submitted to the Vice President for Advancement at Idaho State University for a final decision.

3.3 Powers of Manager. Except where approval of the member is required in Section 3.4, any other provision of this Agreement, any financing agreement, or by non-waivable provisions of applicable law, the managers shall have full and complete authority, power, and discretion to manage and control the business, affairs, and properties of the Company, to make all decisions regarding those matters and to perform any and all other acts or activities customary or incident to the management of the Company's business. Without limiting the generality of this Section 3.3, the managers shall have power and authority, on behalf of the Company:

a) To acquire real property and personal property. The fact that a manager is directly or indirectly affiliated or connected with a seller of property shall not prohibit the manager from dealing with such seller, provided that, in such event, the transaction is approved by the member after full disclosure of all material facts and interests related to the manager's affiliation or connection with such seller.

b) To borrow money not exceeding one hundred thousand DOLLARS ($100,000) for the Company from banks, other lending institutions, the manager, member, or affiliates of the manager or member, on such terms as the manager deems appropriate, and, in connection therewith, to hypothecate, encumber, and grant security interests in the assets of the Company to secure repayment of the borrowed sums.

c) To purchase liability and other insurance in amounts necessary to reasonably protect the Company's property and business.

d) To invest Company funds temporarily (by way of example but not limitation) in time deposits, short-term governmental obligations, commercial paper, or other investments.

e) Following any consent of the member required by this Agreement or the Act, to execute on behalf of the Company all instruments and documents, including, without limitation, checks; drafts; notes and other negotiable instruments; mortgages or deeds of trust; security agreements; financing statements; documents providing for the acquisition, mortgage, or disposition of the Company's property; assignments; bills of sale; leases; partnership agreements; operating agreements of other limited liability companies; and any other instruments or documents necessary, in the opinion of the manager, to the business of the Company.

f) To employ accountants, legal counsel, managing agents, or other experts to perform services for the Company and to compensate them from Company funds.

g) To enter into any and all other agreements on behalf of the Company, with any other person for any purpose, in such forms as the manager may approve.

h) To do and perform all other acts as may be necessary or appropriate to the conduct of the Company's business.

i) Unless expressly authorized by this Agreement or a manager of the Company, no attorney-in-fact, employee or other agent of the Company shall have power or authority to bind the Company in any way, to pledge its credit, or to render it liable for any purpose. No member shall have any power or authority to bind the Company unless the member has been authorized by the manager to act as an agent of the Company in accordance with the previous sentence.

3.4 Limitations on Powers of Manager. Notwithstanding the powers enumerated in section 3.3, the following decisions or actions shall require the approval of the member:

a) The borrowing of money in excess of one hundred thousand DOLLARS ($100,000) for the Company from banks, other lending institutions, the manager, member, or affiliates of the manager or member, and, in connection therewith, to hypothecate, encumber, and grant security interests in the assets of the Company to secure repayment of the borrowed sums.

b) The filing of any petition under federal or state bankruptcy or insolvency laws with respect to the Company, or the making of any general assignment or transfer for the benefit of creditors.

c) The execution of any instrument, the effect of which, or the filing of any judicial proceeding, the object of which, shall be the voluntary or involuntary dissolution of the Company, or the appointment of any receiver on its behalf.

d) The execution of any promissory note, guaranty, or other instrument which obligates the Company or its member for the payment of the debts or obligations of the member or any other person, or which encumbers the property or assets of the Company as collateral or security therefor.

e) The sale, exchange, or other disposition of all, or substantially all, of the Company's assets. All or substantially all of the Company's assets may not be sold without the member's approval.

3.5 Member's Standard of Conduct. The member shall discharge its duties and exercise its rights under this Agreement consistently with the contractual obligation of good faith and fair dealing.

3.6 Manager's Standards of Conduct. The managers owe to the Company and to the member the following fiduciary duties of loyalty and care:

a) To account to the Company and hold as trustee for it any property, profit or benefit derived by the manager a) in the conduct or winding up of the Company business, b) from the use of Company property, or c) from the appropriation of a Company opportunity.

b) To refrain from dealing with the Company, or acting on behalf of a person having an interest adverse to the Company, in the conduct or winding up of the Company business.

c) To refrain from competing with the Company in the conduct of the Company business prior to the dissolution of the Company.

d) Subject to the business judgment rule, to act with the care in the conduct and winding up of the Company business that a person in a like position would reasonably exercise under similar circumstances and in a manner the manager reasonably believes to be in the best interest of the Company. In discharging this duty, the managers may rely in good faith upon opinions, reports, statements or other information provided by another person that the managers reasonably believe is a competent and reliable source for the information.

e) To discharge his or her duties and exercise his or her rights under this Agreement consistently with the contractual obligation of good faith and fair dealing.

f) The member may authorize or ratify, after full disclosure of all material facts, a specific act or transaction that otherwise would violate the foregoing standards of conduct.

3.7 Indemnity of Member and Managers. To the fullest extent permitted by law, the Company shall indemnify the member from and against any and all personal liability for any debt, obligation or other liability incurred by a member in the course of their activities on behalf of the Company and from and against any loss, claim (including without limitation tort and environmental claims), expense (including without limitation attorney fees) or damages that relate to the member's status, activities, or inactions as a member of the Company or relate to the Company's property, business, or affairs. The Company shall indemnify a manager from and against any debt, obligation, or other liability incurred by the manager in the course of the manager's activities on behalf of the Company, if, in making the payment or incurring the debt, obligation, or other liability, the manager complied with the duties stated in this Article 3.

3.8 Resignation. Any manager of the Company may resign at any time by giving written notice to the member. The resignation of a manager who is also a member shall not affect the manager's rights as a member and shall not constitute a withdrawal of a member.

3.9 Removal. Any manager may be immediately removed, with or without cause, at any time by the member.

3.10 Vacancies. Any manager vacancy shall be filled by a person appointed by the member.

3.11 Salaries, Sick Leave, and Vacation. The salary and other compensation of the managers, if any, shall be fixed from time to time by the member.

3.12 Manager Reporting. The manager shall provide a quarterly report to the member, which report shall provide all information requested by the member for such quarter. If the member does not request specific information from the manager for a quarter, the manager's report shall provide a quarterly profit and loss statement, balance sheet, and summary of activities for the quarter. Such report is due to the member no later than two full business weeks after the end of the subject quarter.

ARTICLE 4 - OFFICERS

4.1. Officers. The managers may appoint officers of the Company which may consist of any combination of a president, one or more vice presidents, a treasurer, and a secretary. The same person may hold any number of such offices.

4.2. Term of Office, Duties, and Compensation. The term of office, duties, and compensation of officers shall be determined by the manager and may be altered from time to time at the will of the manager, subject to the rights, if any, of said officers under any written employment agreement with the Company.

4.3. Officer Removal and Vacancies. Subject to the terms under any written employment agreement with the Company, any officer may be removed, with or without cause, by the manager, and any officer may resign at any time upon written notice to the Company unless provided otherwise in the officer's written employment agreement with the Company, if any.

4.4. Limitation of Officer Authority. The following actions shall not be effective unless they are previously approved in writing by a majority of the managers and member:

(a) Any Company transaction not in the ordinary course of business, or that would be inconsistent with the nature of the Company's business.

(b) Sale of all or substantially all of the Company's assets.

(c) Amendment of the Company's Certificate of Organization.

(d) Any activity that will cause the Company to make any investment in a corporation, partnership or limited liability company.

(e) Borrowing money in excess of one hundred thousand DOLLARS ($100,000) for the Company from any person or institution.

(f) Filing bankruptcy, making a general assignment or transfer of Company assets for the benefit of creditors, or executing an instrument or filing a judicial document the object of which is the voluntary or involuntary dissolution of the Company or the appointment of a receiver on its behalf.

(g) Executing a promissory note, guaranty, or other instrument that obligates the Company or the member to pay debts or obligations, or that encumbers the assets of the Company as collateral or security therefor.

4.5. Indemnity of Officers, Employees, and Other Agents. The Company may indemnify its officers, employees and other agents to the fullest extent permitted by law, provided that such indemnification in any given situation is approved by the member in its sole discretion.

ARTICLE 5 - RELATIONSHIP WITH IDAHO STATE UNIVERSITY

5.1 Loaned Employees. From time to time employees of Idaho State University ("University") may provide services pursuant to the Company. Such employees shall serve pursuant to a Loaned Employee Agreement signed by the University and the Company, which shall set forth their particular responsibilities and duties.

5.2 Limited Authority of University Employees*.* Notwithstanding the foregoing provisions, no University employee who functions in a key administrative or policy making capacity for the University (including, but not limited to, any University

Vice-President or equivalent position) shall be permitted to have responsibility or authority for Company policy making, financial oversight, spending authority, investment decisions, or the supervision of Company employees.

5.3 **Support Staff Services.** The University may provide administrative, financial, accounting, and development services to the Company, as set forth in a written service agreement signed by the University and the Company. All University employees who provide support services to the Company shall remain University employees under the direction and control of the University, unless it is agreed that the direction and control of any such employee will be vested with the Company in a written Loaned Employee Agreement. The Company will pay directly to the University the portion of the overhead costs associated with the services provided to the Company pursuant to the service agreement. The portion of such costs shall be determined by the agreement of the Parties.

5.4. University Facilities and Equipment. The University may provide the use of the University's office space, equipment and associated services to the Company's employees upon the terms agreed to by the University and the Company. The terms of use (including amount of rent) of the University's office space, equipment and associated services shall be as set forth in a written service agreement to be signed by the University and the Company.

5.5. No Company Payments to University Employees. Notwithstanding any provision of this Agreement to the contrary, the Company shall not make any payments directly to a University employee in connection with any resources or services provided to the Company pursuant to this Article of this Operating Agreement.

ARTICLE 6 - CAPITAL CONTRIBUTIONS

6.1. Initial Contribution. Upon agreement between the member and Idaho State University, acting through its College of Pharmacy (“CoP”), CoP has made or shall make the initial capital contribution of $300,000 through its Wallace Spendable Account, which is maintained by the member for the benefit of the CoP.

6.2. Additional Contributions. The member or the CoP may make additional capital contributions to further the interests of the Company as the member or the CoP each desires. Neither the member nor the CoP shall have any obligation to make additional contributions.

6.3. Bank Accounts. All Company funds shall be deposited in a bank account or accounts opened in the Company’s name. The manager shall determine the financial institution(s) at which such accounts will be maintained, the types of accounts, and the persons who will have deposit and withdrawal authority thereon. However, notwithstanding any provision herein, the manager must receive the written approval of the member if the manager wishes to maintain account(s) at a financial institution other than Key Bank or Wells Fargo.

6.4. Interest on and Return of Capital Contributions. Neither the member nor the CoP is entitled to earn interest on any capital contribution, and each may only receive a return of its capital contribution if all debts, liabilities and obligations of the Company have been paid or satisfied or the property or assets of the Company are sufficient to pay them.

ARTICLE 7 - ALLOCATIONS AND DISTRIBUTIONS

7.1. Allocation of Profits and Losses. All items of income, gain, loss, deduction and credit of the Company (including items not subject to federal and state income tax) shall be treated for federal and state income tax purposes in a manner consistent with the Company's choice of entity type for tax purposes under the Internal Revenue Code and accompanying regulations.

7.2. Cash Distributions. Distributions shall be made at such times and in such amounts as determined by the member and shall be in accordance with any written agreement relating thereto by and between the University and the member relating to the Company.

7.3. Overall Limitation on Distributions. Notwithstanding any other provision herein, no distribution shall be declared and paid if, after such distribution is made, the Company would not be able to pay its debts as they become due in the ordinary course of the Company's activities or the fair market value of the assets of the Company are not in excess of all liabilities, except that the Company shall make such distributions to the member necessary for the member to pay its tax obligations on Company income for federal and state tax purposes.

ARTICLE 8 - TAXES

8.1. Tax Returns. The member shall cause to be timely prepared and filed all necessary federal and state income, employment, and excise tax returns for the Company. The member shall make such elections permitted under the Internal Revenue Code which it deems to be in the best interest of the member and the Company.

8.2. Fiscal Year/Accounting Method. The Company's fiscal year shall be the calendar year. The Company's accounting records shall be kept on a method to be determined by the member upon the advice of the Company's accountant and subject to the limitation and requirements of the Internal Revenue Code.

ARTICLE 9 - TRANSFER RESTRICTIONS

This Agreement is being entered into for the purposes of creating a single member limited liability company under the Act. If the member desires to transfer any part of its membership interest or add new member to the Company, then prior to taking such action (a) the member shall consult with counsel regarding the consequences of such transfer, including, without limitation, the tax consequences of such transfer, and (b) this Agreement shall be amended accordingly.

ARTICLE 10 - DISSOLUTION

10.1. Dissolution. Unless the member elects to continue the Company, the Company shall be dissolved upon the happening of any of the events specified in Idaho Code section 30-6-701.

10.2. Winding Up. Upon dissolution, the member shall take all actions reasonably necessary to wind up the Company pursuant to the Act. An accounting shall be made of the Company's assets, liabilities and operations, the assets of the Company shall be liquidated as promptly as practicable, and the liabilities of the Company shall be discharged. The remaining assets of the Company shall be distributed to the member, either in cash or in kind and/or the CoP if provided in a written agreement by and between the member and the CoP. As provided by the Act, in winding up the Company the member may file a Statement of Dissolution with the Idaho Secretary of State. Upon completion of the winding up, the Company shall be deemed terminated.

ARTICLE 11 - MISCELLANEOUS PROVISIONS

11.1. Books of Accounts and Records. Proper and complete records and books of account shall be kept or shall be caused to be kept by the member in which shall be entered fully and accurately all transactions and other matters relating to the Company's business in such detail and completeness as is customary and usual for businesses of the type engaged in by the Company. Such books and records shall at all times be maintained at the principal office of the Company.

11.2. Application of Idaho Law. This Agreement shall be governed by the laws of the State of Idaho.

11.3. Amendments. The member may amend this Agreement and the Company's Certificate of Organization at any time in writing.

11.4. Headings. The headings in this Agreement are inserted for convenience only and are in no way intended to describe, interpret, define, or limit the scope, extent or intent of this Agreement or any provision hereof.

11.5. Severability. If any provision of this Agreement, or the application thereof to any person or circumstance shall be invalid, illegal, or unenforceable to any extent, the remainder of this Agreement and the application thereof shall not be affected and shall be enforceable to the fullest extent permitted by law.

11.6. Heirs, Successors, and Assigns. Each and all of the covenants, terms, provisions, and agreements herein contained shall be binding upon and inure to the benefit of the member and, to the extent permitted by this Agreement, his heirs, legal representatives, successors and assigns.

11.7. Entire Agreement. This Agreement constitutes the complete operating agreement of the Company. It supersedes all prior written and oral statements, including any prior representation, statement, condition or warranty.

CERTIFICATE

The undersigned hereby agrees, acknowledges, and certifies that the foregoing Operating Agreement and attached Appendices constitutes the Operating Agreement of Bengal Pharmacy, LLC, adopted as of ___________________, 2013.

IDAHO STATE UNIVERSITY FOUNDATION, INC.

By______________________________

ARLO LUKE

As its President

APPENDIX A

Member	Address
Idaho State University Foundation, Inc.	921 South 8th Avenue, Stop 8050 Pocatello, Idaho 83209

FORM OF LOANED EMPLOYEE AGREEMENT

AGREEMENT FOR LOANED EMPLOYEE

IDAHO STATE UNIVERSITY/BENGAL PHARMACY LLC

This Agreement is entered into by and between Idaho State University, a state educational institution, and a body politic and corporate organized and existing under the laws of the state of Idaho ("University"), and Bengal Pharmacy LLC, ("Pharmacy") a limited liability company whose sole member is the Idaho State University Foundation ("ISUF").

BACKGROUND

A. The ISUF, incorporated as a 501(c)(3) organization in 1967, raises and manages private funds for the benefit of the University,

B. The Pharmacy operated a pharmacy primarily for the purpose of providing pharmacy services to students and employees of the University and for providing educational and research opportunities for faculty and students in the University's College of Pharmacy, and

C. University has agreed to loan its employee, **NAME** ("Loaned Employee"), to Pharmacy to act in the capacity of ____________ for Pharmacy.

AGREEMENT

The parties agree as follows:

1. Relationship between Loaned Employee and University.

a. Loaned Employee may be an exempt, fiscal year employee of the University subject to all applicable policies and procedures of the Board and the University, or a classified employee subject to the applicable State of Idaho, State Board and/or University rules and procedures.

b. Loaned Employee will be paid at a fiscal year salary rate of $**AMOUNT**, payable on the regular bi-weekly paydays of the University. Loaned Employee will be entitled to University benefits to the same extent and on the same terms as other full-time University employees of her/his classification.

c. University shall be responsible for the payment of all salary and benefits to Loaned Employee. University shall be responsible for all payroll-related taxes, benefits costs, and other related payroll costs arising out of the Loaned Employee's employment with University.

2. Relationship between Pharmacy and Loaned Employee.

a. Loaned Employee will work full time and shall be under the exclusive supervision, direction and control of the Pharmacy during the performance of her/his duties under this Agreement. Such duties shall include, **INSERT SPECIFIC DUTIES OF LOANED EMPLOYEE** Loaned Employee will report directly to Pharmacy Operations Manager or her/his designee, who shall determine her/his duties. Loaned Employee will be considered a loaned employee under the workers' compensation law of the State of Idaho.

b. Pharmacy is solely responsible for payment of income, social security, and other employment taxes, if any, due to the proper taxing authorities arising from its payment of reimbursements to Loaned Employee. Pharmacy agrees to indemnify, defend, and hold the University harmless from any and all liabilities, losses, claims or judgments relating to the payment of these taxes.

c. No later than ninety (90) days prior to the end of the term of this Agreement, and each subsequent term, if any, Pharmacy will evaluate the performance of Loaned Employee. In the case where the Loaned Employee is a classified employee, such evaluation shall occur in accordance with rules and procedures applicable to such employees. Pharmacy will provide a copy of the evaluation document to the University no later than fourteen (14) days after the evaluation is completed.

d. Pharmacy may terminate or non-renew Loaned Employee's employment contract, or discipline Loaned Employee in accordance with Pharmacy's procedures and applicable law, any such termination or non-renewal shall constitute grounds for termination, non-renewal or discipline of Loaned Employee by the University, provided however, particularly when the Loaned Employee is a classified employee, any contemplated termination shall be subject to applicable legal and procedural requirements of the State of Idaho and the University.

3. Relationship between Pharmacy and University.

a. Pharmacy will reimburse University for one hundred percent (100%) of the University's total cost of Loaned Employee's salary and benefits including payroll-related taxes, benefits, and other related payroll costs and the costs associated with travel approved by Pharmacy. Such costs will be billed quarterly and paid to the University.

b. University shall maintain accurate books and account records reflecting the actual cost of all items of direct cost for which payment is sought under this Agreement. At all reasonable times, Pharmacy shall have the right to inspect and copy said books and records, which the University agrees to retain for a minimum period of one year following the completion of this Agreement.

c. The furnishing of Loaned Employee shall not be considered a professional service of the University. At no time during the performance of this Agreement shall the Loaned Employee receive or act under instructions from the University regarding the work performed on behalf of Pharmacy.

d. University shall have no liability to Pharmacy for loss or damage growing out of or resulting from the activities of the Loaned Employee. Pharmacy therefore agrees to release, defend, indemnify and hold harmless the state of Idaho, University, its governing board, officers, employees, and agents, and the Loaned Employee from and against any and all claims, demands, losses, damages, costs, expenses, and liabilities, including but not limited to injuries (including death) to persons and for damages to property (including damage to property of Pharmacy or others) arising out of or in connection with the activities of the Loaned Employee under this Agreement. The limitation on liability and any agreement to defend, indemnify, or hold harmless expressed in the Agreement shall apply even in the event of the fault or negligence of the Loaned Employee.

4. General Terms

a. **Term, Termination.** This Agreement will terminate on the same day as Loaned Employee's contract as an exempt employee of the University terminates, or in the case of classified employees, after applicable rules and procedures have been followed, or upon Employee's resignation or other separation from employment, whichever is earlier. By mutual written consent, in conjunction with any renewal of the Loaned Employee's contract as an exempt employee of the University, the parties may extend the term of this Agreement for a term equal to the term of the exempt Loaned Employee's renewed contract with the University, or in the case of a classified employee, continued into the next ensuing fiscal year, such that the term of this Agreement shall always be equal to the term of Loaned Employee's status as an exempt or classified employee of the University. The Loaned Employee remains subject to all applicable Board and University policies, including but not limited to policies regarding nonrenewal of fixed term appointments and termination or discipline for adequate cause, and where applicable, rules and procedures pertaining to classified employees.

b. **Governing Law.** This Agreement will be governed by the laws of the State of Idaho as an agreement to be performed within the State of Idaho. The venue for any legal action under this Agreement shall be in Bannock County.

c. **Notice.** Any notice under this Agreement shall be in writing and be delivered in person or by public or private courier service (including U.S. Postal Service Express Mail) or certified mail with return receipt requested or by facsimile. All notices shall be addressed to the parties at the following addresses or at such other addresses as the parties may from time to time direct in writing:

To Pharmacy:

Bengal Pharmacy
c/o President, Idaho State University Foundation
921 South 8th Ave. Stop 8050
Pocatello, ID 83209-8050
Phone: (208) 282-3470
Fax: (208) 282-4994

To the University:

Idaho State University
Vice President for Advancement
821 South 8th Ave, Stop 8024

Pocatello, ID 83209-8024
Phone: (208) 282-3198
Fax: (208) 282-4487

To the Loaned Employee:
EMPLOYEE NAME
Last address on file with University's Human Resources

Notice shall be deemed given on its date of mailing, faxing, or upon written acknowledgment of its receipt by personal delivery, whichever shall be earlier.

d. Waiver. Waiver by either party of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition, or any subsequent breach of the same or any other term, covenant or condition herein contained.

e. Attorney's Fees. In the event an action is brought to enforce any of the terms, covenants or conditions of this Agreement, or in the event this Agreement is placed with an attorney for collection or enforcement, the successful party to such an action or collection shall be entitled to recover from the losing party a reasonable attorney's fee, together with such other costs as may be authorized by law.

IDAHO STATE UNIVERSITY	BENGAL PHARMACY LLC
______________________________	______________________________
James A. Fletcher, Vice President Finance and Administration	
Date:__________________________	Date:_________________________

LOANED EMPLOYEE concurrence and commitment:

____
Date:__________________________

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Bengal Pharmacy Benefits Discussion

Benefits of Bengal Pharmacy LLC

Bengal Pharmacy would afford a variety of benefits to the ISU, the College of Pharmacy, its faculty and students, the public, and the ISU Foundation.

Benefits to the College of Pharmacy and its Faculty and Staff: The Bengal Pharmacy would provide financial, educational, and experiential learning benefits to the faculty and staff of the College of Pharmacy (COP). A number of faculty will members will be reimbursed for their time in managing and guiding the pharmacy. This effort will be in addition to their regular teaching and research obligations and the amounts they are paid will be an initial step in bringing their salaries to a competitive level while not increasing state appropriation needs. This effort will also provide an educational service as faculty members seek effective mechanisms by which the pharmacy can provide remote services to rural communities that are both permissible under applicable licensing restrictions and efficient and effective from a business and customer service perspective. Indeed this work could establish a model for other public or private entities to provide innovative pharmaceutical services and care to patients in rural areas. Professors from ISU's College of Pharmacy would also be assigned to the pharmacy to satisfy their clinical affiliation obligations. In addition, the College of Pharmacy will benefit from the income that is derived from the operation of the Bengal Pharmacy, enhancing its abilities to fund research, scholarships, salaries, and other valuable programs.

Benefits to College of Pharmacy Students: In addition, the pharmacy will provide educational, research, and employment opportunities for students at the College of Pharmacy. It will offer "hands-on" educational opportunities that allow pharmacy students and residents to actively engage in a unique pharmacy practice incorporating tele-pharmacy, traditional pharmacy, a heavy emphasis on special population pharmacy services, and greater exposure to research opportunities. The proposed pharmacy would employ at least one pharmacist and as many student interns and residents from ISU's pharmacy and residency programs as possible. Indeed, pharmacy and other health care students are required to serve internships as part of their academic requirements. It is getting increasingly harder to find hospitals and pharmacies to place our students in because the providers are demanding that ISU (or the State of Idaho) indemnify them for any mistakes the students might make while working in their facility, even though the students are supervised by the facilities' own staffs. This entity, like the various other clinics currently operated by ISU, would provide an additional vehicle for these internships. By working at the pharmacy, students will develop skills and abilities that are becoming increasingly more important in the current healthcare environment. Partnering with Health West will allow both faculty and students to make valuable and important contacts in the health care industry and to learn to work collaboratively with an industry partner in enhancing patient care. We believe that this collaboration will also be beneficial in building additional industry partnerships and creating additional research opportunities. Indeed, we see a potential for students from other ISU colleges to participate in research and/or consulting opportunities by advising the pharmacy on strategic initiatives and issues.

Benefits to the ISU Community: Other ISU students and ISU's faculty and staff will also benefit from the establishment of the Bengal Pharmacy through more comprehensive pharmacy services, expanded hours, and delivery services.

Benefits to the Community: The Bengal Pharmacy will operate as a "filling agent" to Health West under the federal 340-B program, a program that allows qualified health care clinics like Health West to purchase drugs at a discount to help them serve underinsured populations. In this capacity, the Bengal Pharmacy will look for ways to provide the pharmacy services in Health West's clinics, including in Pocatello, McCammon, Lava, and Downey. The latter three communities do not currently have pharmacies. The existing pharmacies closest to these communities are in Pocatello. Pocatello is 23 miles from McCammon, 21 miles from Lava, and 39 miles from Downey. If we cannot put remote pharmacies in these sites, we will use tele-pharmacy to the extent possible. Thus, the pharmacy will benefit the citizens of Southeast Idaho and potentially the entire State as remote pharmacy services are offered to communities who currently have little or no local pharmacy service available to them. It will also enhance the access and affordability of medications for those patients who need them.

Benefits to the ISU Foundation: In addition, the ISU Foundation will benefit from the income that is derived from the operation of the Bengal Pharmacy, enhancing its abilities to fund scholarships and other valuable programs.

Competition:

Currently, ISU operates a number of other healthcare-related clinics, each of which utilizes ISU students in providing services to the public and each of which competes with local providers of these services. These include:

1. ISU Family Medicine, which is offered in partnership with Health West, Inc., and which provides fee-based medical services to the public using professionals from Health West and interns from ISU's residency program;
2. ISU Speech, Language and Hearing Clinic, which provides fee-based speech and language evaluation services, individual and group speech and language therapy sessions, and other communication services, hearing assessment and rehabilitation, including hearing aid evaluation, auditory processing evaluation, audiologic rehabilitation and cochlear implants;
3. ISU Meridian – Speech & Language Clinic (no hearing related services), which provides fee-based speech and language evaluation services, individual and group speech and language therapy sessions, and other communication services;
4. ISU Family Dentistry Clinic and the ISU Dental Hygiene Clinic, which provide fee-based dental services to the public;

5. ISU Psychology Clinic, which provides sliding scale, fee-based adult and child counseling services, learning disability testing, as well as memory and cognitive assessments to the public;
6. ISU Physical and Occupational Therapy Associates, which provides physical and occupational therapy services fee-based to the public;
7. VA Audiology Clinic, which provides hearing evaluation, hearing aid evaluation, auditory processing evaluation, audiologic rehabilitation, cochlear implant and other hearing-related services for those eligible for Veterans Services; and
8. ISU-College of Technology Massage Therapy Clinic, which provides fee-based therapeutic massage services to the public.

The only real difference between the Bengal Pharmacy proposal and the existing clinics is that we are proposing that the pharmacy operate as an LLC under the ISU Foundation. This should not make a difference in terms of the competition policy. The only reason we are proposing to put this under the Foundation is because ISU has difficulty in dealing with profit-making ventures and we would like to operate this pharmacy in a way to maximize education benefits but at the same time return a profit (likely a small one) to the Foundation.

Given that the primary reason for operating the pharmacy is educational and that the competition issues are no greater than those posed by the operation of other healthcare clinics, we believe that this venture does not violate the State Board of Education's policy on competition. Also, given the way insurance contracts work in this area, the Bengal Pharmacy will not be undercutting local pharmacies on price.

OPERATING AGREEMENT
BETWEEN
IDAHO STATE UNIVERSITY FOUNDATION, INC.
AND
IDAHO STATE UNIVERSITY

THIS AGREEMENT, entered into as of this _____day of , _________ 2011, is between Idaho State University, herein known as "University" and the Idaho State University Foundation, Inc., herein known as "Foundation".

WHEREAS, the Foundation was organized and incorporated in 1967 for the purpose of stimulating voluntary private support from alumni, parents, friends, corporations, foundations, and others for the benefit of the University.

WHEREAS, the Foundation exists to raise and manage private resources supporting the mission and priorities of the University, and provide opportunities for students and a degree of institutional excellence unavailable with state funding levels.

WHEREAS, the Foundation is dedicated to assisting the University in the building of the endowment to address, through financial support, the long-term academic and other priorities of the University.

WHEREAS, as stated in its articles of incorporation, the Foundation is a separately incorporated 501(c)(3) organization and is responsible for identifying and nurturing relationships with potential donors and other friends of the University; soliciting cash, securities, real and intellectual property, and other private resources for the support of the University; and acknowledging and stewarding such gifts in accordance with donor intent and its fiduciary responsibilities.

WHEREAS, furthermore, in connection with its fund-raising and asset-management activities, the Foundation utilizes, in accordance with this Agreement, personnel experienced in planning for and managing private contributions and works with the University to assist and advise in such activities.

WHEREAS, the parties hereby acknowledge that they will at all times conform to and abide by, the Idaho State Board of Education’s Governing Policies and Procedures, Gifts and Affiliated Foundations policy, § V.E., and that they will submit this Agreement for initial prior State Board of Education (“State Board”) approval, and thereafter every three (3) years, or as otherwise requested by the State Board, for review and re-approval.

NOW THEREFORE, in consideration of the mutual commitments herein contained, and other good and valuable consideration, receipt of which is hereby acknowledged, the parties agree as follows:

ARTICLE I
Foundation's Purposes

The Foundation is the primary affiliated foundation responsible for securing, managing and distributing private support for the University. Accordingly, to the extent consistent with the Foundation's Articles of Incorporation and Bylaws, and the State Board's Policies and Procedures, the Foundation shall: (1) solicit, receive and accept gifts, devises, bequests and other direct or indirect contributions of money and other property made for the benefit of the University from the general public (including individuals, corporations, other entities and other sources); (2) manage and invest the money and property it receives for the benefit of the University; and (3) support and assist the University in fundraising and donor relations.

In carrying out its purposes the Foundation shall not engage in activities that conflict with (1) federal or state laws, rules and regulations (including, but not limited to all applicable provisions of the Internal Revenue Code and corresponding Federal Treasury Regulations); (2) applicable polices of the State Board; or (3) the role and mission of the University.

ARTICLE II
Foundation's Organizational Documents

The Foundation shall provide copies of its current Articles of Incorporation and Bylaws to the University and the State Board. All amendments of such documents shall also be provided to the University and the State Board. Furthermore, the Foundation shall, to the extent practicable, provide the University with an advance copy of any proposed amendments to the Foundation's Articles of Incorporation and Bylaws.

ARTICLE III
University Resources and Services

1. University Employees.

a. *University/Foundation Liaison*: The University's Vice President for University Advancement shall serve as the University's Liaison to the Foundation.

i. The University's Vice President for University Advancement shall be responsible for coordinating the University's and the Foundation's fundraising efforts and for supervising and coordinating the administrative support provided by the University to the Foundation.

ii. The Vice President for University Advancement or her/his designee shall attend each meeting of the Foundation's Board of Directors and shall report on behalf of the University to the the Foundation's Board of Directors regarding the University's coordination with the Foundation's fundraising efforts.

b. *Finance Director*: The *Finance Director* of the Foundation is an employee of the University loaned to the Foundation. All of the *Finance Director's* services shall be provided directly to the Foundation as follows:

i. The *Finance Director* shall be responsible for the supervision and control of the day-to-day operations of the Foundation. More specific duties of the *Finance Director* may be set forth in a written job description prepared by the Foundation and attached to the Loaned Employee Agreement described in iii below. The *Finance Director* shall be subject to the control and direction of the Foundation.

ii. The *Finance Director* shall be an employee of the University and entitled to University benefits to the same extent and on the same terms as other full-time University employees of the same classification as the *Finance Director*. The Foundation shall reimburse the University for all costs incurred by the University in connection with the University's employment of the *Finance Director* including such expenses as salary, payroll taxes, and benefits.

iii. The Foundation and the University shall enter into a written agreement, in the form of Exhibit “A” hereto, establishing that the *Finance Director* is an employee of the University but subject to the direction and control of the Foundation (generally a "Loaned Employee Agreement"). The Loaned Employee Agreement shall also set forth the relative rights and responsibilities of the Foundation and the University with respect to the *Finance Director*, including the following:

1. The Foundation shall have the right to choose to terminate the Loaned Employee Agreement in accordance with Foundation Procedures and applicable law, such termination may include election by the Foundation for non-renewal of the Loaned Employee Agreement.

2. Termination of the Loaned Employee Agreement in accordance with the Foundation procedures and applicable law shall also result in termination of any obligation of the University to employ the Loaned Employee, subject to applicable legal and procedural requirements of the State of Idaho and the University.

3. Loaned Employee shall be subject to the supervision, direction and control of the Foundation Board of Directors and shall report directly to the Foundation president or her/his designee. Further, the Foundation shall have the primary role in hiring a Loaned Employee, subject to applicable State or University requirements.

c. *Other Loaned Employees.* Other loaned employees providing services pursuant to this Agreement shall also serve pursuant to a Loaned Employee Agreement, Exhibit “A”, which shall set forth their particular responsibilities and duties.

d. *Limited Authority of University Employees.* Notwithstanding the foregoing provisions, no University employee who functions in a key administrative or policy making capacity for the University (including, but not limited to, any University Vice-President or equivalent position) shall be permitted to have responsibility or authority for Foundation policy making, financial oversight, spending authority, investment decisions, or the supervision of Foundation employees.

2. Support Staff Services. The University shall provide administrative, financial, accounting, and development services to the Foundation, as set forth in the Service Agreement attached hereto as Exhibit "B" ("Service Agreement"). All University employees who provide support services to the Foundation shall remain University employees under the direction and control of the University, unless it is agreed that the direction and control of any such employee will be vested with the Foundation in a written Loaned Employee Agreement. The Foundation will pay directly to the University the portion of the overhead costs associated with the services provided to the Foundation pursuant to the Service Agreement. The portion of such costs shall be determined by the agreement of the Parties.

3. University Facilities and Equipment. The University shall provide the use of the University's office space, equipment and associated services to the Foundation's employees upon the terms agreed to by the University and the Foundation. The terms of use (including amount of rent) of the University's office space, equipment and associated services shall be as set forth in the Service Agreement, Exhibit “B” hereto.

4. No Foundation Payments to University Employees. Notwithstanding any provision of this Agreement to the contrary, the Foundation shall not make any payments directly to a University employee in connection with any resources or services provided to the Foundation pursuant to this Article of this Operating Agreement.

ARTICLE IV
Management and Operation of Foundation

1. Gift Solicitation.

a. *Authority of Vice President for University Advancement*. All Foundation gift solicitations shall be subject to the direction and control of the Vice President for University Advancement.

b. *Form of Solicitation*. Any and all Foundation gift solicitations shall make clear to prospective donors that (1) the Foundation is a separate legal and tax entity organized for the purpose of encouraging voluntary, private gifts, trusts, and bequests for the benefit of the University; and (2) responsibility for the governance of the Foundation, including the investment of gifts and endowments, resides in the Foundation's Board of Directors.

c. *Foundation is Primary Donee*. Absent unique circumstances, prospective donors shall be requested to make gifts directly to the Foundation rather than to the University.

2. Acceptance of Gifts.

a. *Approval Required Before Acceptance of Certain Gifts*. Before accepting contributions or grants for restricted or designated purposes that may require administration or direct expenditure by the University, the Foundation shall obtain the prior written approval of the University, and where required by State Board policy, approval of the State Board. Similarly, the Foundation shall also obtain the prior written approval of the University of the acceptance of any gift or grant that would impose a binding financial or contractual obligation on the University.

b. *Acceptance of Gifts of Real Property*. The Foundation shall conduct adequate due diligence on all gifts of real property that it receives. All gifts of real property intended to be held and used by the University shall be approved by the State Board before acceptance by the University and the Foundation. In cases where the real property is intended to be used by the University in connection with carrying out its proper functions, the real property may be conveyed directly to the University, in which case the University and not the Foundation shall be responsible for the due diligence obligations for such property.

c. *Processing of Accepted Gifts.* All gifts received by the University or the Foundation shall be delivered (if cash) or reported (if any other type of property) to the Foundation's designated gift administration office (a unit of the Foundation) in accordance with the Service Agreement.

3. Fund Transfers. The Foundation agrees to transfer funds, both current gifts and income from endowments, to the University on a regular basis as agreed to by the Parties. The Foundation's Treasurer or other individual to whom such authority has been delegated by the Foundation's Board of Directors shall be responsible for transferring funds as authorized by the Foundation's Board of Directors.

a. *Restricted and Unrestricted Gift Transfers*. The Foundation may make restricted donations to the University. Such donated funds will only be expended by the University pursuant to the terms of such restrictions. The Foundation may also make unrestricted donations to the University. Such donated funds will be expended under the oversight of the University President in compliance with state law and University policies. All expenditures notes in this section must comply with the I.R.S. 501(c)(3) code and be consistent with the Foundation's sole mission to support the University.

4. Foundation Expenditures and Financial Transactions.

a. *Signature Authority*. The Foundation designates the Foundation Treasurer as the individual with signature authority for the Foundation in all financial transactions with the University. The Foundation may supplement or change this designation with written notice to the University; provided, however, in no event may the person with Foundation signature authority for financial transactions be a University employee nor a "Loaned Employee" as that term is used in this Agreement.

b. *Expenditures*. All expenditures of the Foundation shall be (1) consistent with the charitable purposes of the Foundation, and (2) not violate restrictions imposed by the donor or the Foundation as to the use or purpose of the specific funds.

5. University Report on Distributed Funds. On a regular basis, which shall not be less than annually, the University shall report to the Foundation on the use of restricted and unrestricted funds transferred to the University. This report shall specify the restrictions on any restricted funds and the uses of such funds.

6. Transfer of University Assets to the Foundation. No University funds, assets, or liabilities may be transferred directly or indirectly to the Foundation without the prior approval of the State Board except when:

a. A donor inadvertently directs a contribution to the University that is intended for the Foundation in which case such funds may be transferred to the Foundation so long as the documents associated with the gift indicate the Foundation was the intended recipient of the gift. In the absence of any such indication of donor intent, such funds shall be deposited in an institutional account, and State Board approval will be required prior to the University's transfer of such funds to the Foundation.

b. The University has gift funds that were originally transferred to the University from the Foundation and the University wishes to return a portion of those funds to the Foundation for reinvestment consistent with the original intent of the gift.

c. The institution has raised scholarship funds through an institution activity and the institution wishes to deposit the funds with the foundation for investment and distribution consistent with the scholarship nature of the funds.

d. Transfers of a *de minimis* amount not to exceed $10,000 from the institution to the Foundation provided such funds are for investment by the Foundation for scholarship or other general university support purposes. This exception shall not apply to payments by the institution to the Foundation for obligations of the institution to the Foundation, operating expenses of the Foundation or other costs of the Foundation.

7. Separation of Funds. All Foundation assets (including bank and investment accounts) shall be held in separate, password protected accounts in the name of the Foundation using Foundation's Federal Employer Identification Number. The financial records of the Foundation shall be kept using a separate chart of accounts. For convenience purposes, some

Foundation expenses may be paid through the University such as payroll and campus charges. These expenses will be paid through accounts clearly titled as belonging to the Foundation and shall be reimbursed by the Foundation on a regular basis. Further, the Foundation shall make data available to external auditors as necessary to complete audit responsibilities.

8. Insurance. To the extent that the Foundation is not covered by the State of Idaho Retained Risk program, the Foundation shall maintain insurance to cover the operations and activities of its directors, officers and employees. The Foundation shall also maintain general liability coverage.

9. Investment Policies. All funds held by the Foundation, except those intended for short term expenditures, shall be invested in accordance with the Uniform Prudent Management of Institutional Funds Act, Idaho Code Sections 33-5001 to 33-5010, and the Foundation's investment policy which is attached hereto as Exhibit "C"; provided, however, the Foundation shall not invest any funds in a manner that would violate the applicable terms of any restricted gifts. The Foundation shall provide to the University any updates to such investment policy which updates shall also be attached hereto as Exhibit "C".

10. Organization Structure of the Foundation. The organizational structure of the Foundation is set forth in the Foundation's Articles of Incorporation which are attached hereto as Exhibit "D" and the Foundation's Amended and Restated Bylaws which are attached as Exhibit "E." The Foundation agrees to provide copies of such Articles and Bylaws as well as any subsequent amendments to such documents to both the University and the State Board.

11. Conflicts of Interest and Ethical Conduct. The Foundation has adopted a written policy addressing the manner the Foundation will address conflict of interest situations. The Foundation's Conflict of Interest Policy is set forth as Exhibit "F" , and the Foundations Code of Ethical Conduct is set forth as Exhibit "G".

ARTICLE V
Foundation Relationships with the University

1. Access to Records. The Foundation shall establish and enforce policies to protect donor confidentiality and rights. The donor database, as well as other data, materials and information of the Foundation pertaining to past, current or prospective donors, are proprietary to the Foundation and constitute its confidential information and trade secrets. The University shall not access such information except in compliance with the Foundation's donor confidentiality policies. The Foundation and University shall take the steps necessary to monitor and control access to the donor database and to protect the security of the server and software relevant to the database.

The Foundation will provide access to data and records to the University on a need-to-know basis in accordance with applicable laws, Foundation policies, and guidelines. The University shall, at any time, have access to the financial records of the Foundation. The scope of this right of the University shall be construed as broadly as needed to conduct a complete audit of the Foundation as such an audit would be conducted under generally accepted accounting procedures if the University should so require. Provided, however, that the University need not conduct an audit to be provided such access, but shall be provided such access at any time.

The University's access shall not include donor specific data such that would provide individually identifiable information about donors or their donations made to the Foundation.

2. Record Management.

a. The Parties recognize that the records of the Foundation relating to actual or potential donors contain confidential information. Such records shall be kept by the Foundation in such a manner as to protect donor confidentiality to the fullest extent allowed by law. Notwithstanding the access to records permitted above, access to such confidential information by the University shall be limited to the University's President and any designee of the University's President.

b. The Foundation shall be responsible for maintaining all permanent records of the Foundation including but not limited to the Foundation's Articles, Bylaws and other governing documents, all necessary documents for compliance with IRS regulations, all gift instruments, and all other Foundation records as required by applicable laws.

c. Except to the extent that records are confidential (including confidential donor information), the Foundation agrees to be open to public inquiries for information that would normally be open in the conduct of University affairs and to provide such information in a manner consistent with the Idaho Public Records Law, set forth in Idaho Code Sections 9-337 – 9-350, except where otherwise required by state and federal law.

3. Name and Marks. Each Party hereby is granted a general, non-exclusive, royalty-free license to use the corporate name of the other, specifically: "Idaho State University" and "The Idaho State University Foundation" in all activities conducted in association with or for the benefit of the other. Use of the other Party's name must be in manner that clearly identifies the Parties as separate entities, and neither Party may use the other Party's name to imply approval or action of the other Party. Neither Party may delegate, assign, or sublicense the rights granted hereunder without express written consent from the other Party. This license does not extend to any identifying marks of either Party other than the specified corporate name. Use of other marks must receive prior written approval.

4. Identification of Source. The Foundation shall be clearly identified as the source of any correspondence, activities and advertisements emanating from the Foundation.

5. Establishing the Foundation's Annual Budget. The Foundation shall provide the University with the Foundation's proposed annual operating budget and capital expenditure plan (if any) prior to the date the Foundation's Board of Directors meeting at which the Foundation's Board of Directors will vote to accept such operating budget. Any of the University's funding requests to the Foundation shall be communicated in writing to the Foundation's Treasurer and Assistant Treasurer. If the request is for reimbursement, the University shall provide appropriate documentation to the Foundation to ensure that the funds to be reimbursed were used in compliance with donor intent.

6. Attendance of University's President at Foundation's Board of Director Meetings. The University's President shall be invited to attend all meetings of the Foundation's Board of Directors and may act in an advisory capacity in such meetings.

7. Supplemental Compensation of University Employees. No supplemental compensation of University employees may be made by the Foundation. Provided the Foundation may reimburse the University for those benefits which are necessary for its normal course of operations, including, but not limited to, travel and continuing professional education. This is not intended to proscribe reimbursement by the Foundation of the University's expenses associated with "Loaned Employees" as set forth elsewhere in this Agreement, nor the payment of funds by the Foundation to the University in support of endowed chairs or similar faculty positions.

ARTICLE VI
Audits and Reporting Requirements

1. Fiscal Year. The Foundation and the University shall have the same fiscal year.

2. Annual Audit. On an annual basis, the Foundation shall have an audit conducted by a qualified, independent certified public accountant who is not a director or officer of the Foundation. The annual audit will be provided on a timely basis to the University's President and the Board, in accordance with the Board's schedule for receipt of said annual audit. The Foundation's Annual Statements may be presented in accordance with standards promulgated by the Financial Accounting Standards Board (FASB). The Foundation is a component unit of the University as defined by the Government Accounting Board Standards Board (GASB). Accordingly, the University, which follows a GASB format, is required to include the Foundation in its Financial Statements. Therefore, if the Foundation presents its audited Financial Statement under FASB, Schedules reconciling the FASB Statements to GASB standards must be provided to the State of Idaho in the detail required by GASB standards. The annual audited Financial Statements and Schedules shall be submitted to the University's Office of Finance and Administration in sufficient time to incorporate the same into the State of Idaho's Comprehensive Annual Financial Review statements.

3. <u>Separate Audit Rights.</u> The University agrees that the Foundation, at its own expense, may at any time during normal business hours conduct or request additional audits or reviews of the University's books and records pertinent to the expenditure of donated funds. The Foundation agrees that the University and the State Board, at its own expense, may, at reasonable times, inspect and audit the Foundation's books and accounting records.

4. <u>Annual Reports to University President.</u> On a regular basis, which shall not be less than annually, the Foundation shall provide a written report to the University President and the State Board setting forth the following items:

a. the annual financial audit report;

b. an annual report of Foundation transfers made to the University;

c. an annual report of unrestricted funds received by the Foundation;

d. an annual report of unrestricted funds available for use during the current fiscal year;

e. a list of all of the Foundation's officers, directors, and employees;

f. a list of University employees for whom the Foundation made payments to the University for supplemental compensation or any other approved purpose during the fiscal year, and the amount and nature of that payment;

g. a list of all state and federal contracts and grants managed by the Foundation;

h. an annual report of the Foundation's major activities;

i. an annual report of each real estate purchase or material capital lease, investment, or financing arrangement entered into during the preceding Foundation fiscal year for the benefit of the University; and

j. an annual report of (1) any actual litigation involving the Foundation during its fiscal year; (2) identification of legal counsel used by the Foundation for any purpose during such year; and (3) identification of any potential or threatened litigation involving the Foundation.

ARTICLE VII
Conflict of Interest and Code of Ethics and Conduct

1. Conflicts of Interest and Code of Ethics and Conduct Policy Statement. The Foundation has adopted a written policy addressing the manner the Foundation will address conflict of interest situations. The Foundation's Conflict of Interest Policy is set as Exhibit "F", and its Code of Ethics and Conduct is set forth as Exhibit "G".

2. Dual Representation. Under no circumstances may a University employee represent both the University and the Foundation in any negotiation, sign for both entities in transactions, or direct any other institution employee under their immediate supervision to sign for the related party in a transaction between the University and the Foundation. This shall not prohibit University employees from drafting transactional documents that are subsequently provided to the Foundation for its independent review, approval and use.

3. Contractual Obligation of University. The Foundation shall not enter into any contract that would impose a financial or contractual obligation on the University without first obtaining the prior written approval of the University and, if applicable under law or policy, the State Board of Education. University approval of any such contract shall comply with policies of the State Board of Education with respect to approval of University contracts.

4. Acquisition or Development or Real Estate. The Foundation shall not acquire or develop real estate or otherwise build facilities for the University's use without first obtaining approval of the State Board. In the event of a proposed purchase of real estate for such purposes by the Foundation, the University shall notify the State Board and where appropriate, the Idaho Legislature, at the earliest possible date, of such proposed purchase for such purposes. Furthermore, any such proposed purchase of real estate for the University's use shall be a coordinated effort of the University and the Foundation. Any notification to the State Board required pursuant to this paragraph may be made through the State Board's chief executive officer in executive session pursuant to Idaho Code Section 67-2345(1)(c).

ARTICLE VIII
General Terms

1. Effective Date. This Agreement shall be effective on the date set forth above.

2. Right to Terminate. This Operating Agreement shall terminate upon the mutual written agreement of both parties. In addition, either party may, upon 90 days prior written notice to the other, terminate this Operating Agreement, and either party may terminate this Operating Agreement in the event the other party defaults in the performance of its obligations and fails to cure the default within 30 days after receiving written notice from the non-defaulting party specifying the nature of the default. Should the University choose to terminate this Operating Agreement by providing 90 days written notice or in the event of a default by the

Foundation that is not cured within the time frame set forth above, the Foundation may require the University to pay, within 180 days of written notice, all debt incurred by the Foundation on the University's behalf including, but not limited to, lease payments, advanced funds, and funds borrowed for specific initiatives. Should the Foundation choose to terminate this Operating Agreement by providing 90 days written notice or in the event of a default by the University that is not cured within the time frame set forth above, the University may require the Foundation to pay any debt it holds on behalf of the Foundation in like manner. The parties agree that in the event this Operating Agreement shall terminate, they shall cooperate with one another in good faith to negotiate a new agreement within six (6) months. In the event the parties are unable to negotiate a new agreement within the time period specified herein, they will refer the matter to the State Board for resolution. Termination of this Operating Agreement shall not constitute or cause dissolution of the Foundation.

3. Board Approval of Operating Agreement. Prior to the Parties' execution of this Operating Agreement, an unexecuted copy of this Operating Agreement must be approved to the State Board. Furthermore, this Operating Agreement, including any subsequent modifications and restatements of this Operating Agreement, shall be submitted to the State Board for review and approval no less frequently than once every two (2) years or more frequently if otherwise requested by the State Board.

4. Modification. Any modification to the Agreement or Exhibits hereto shall be in writing and signed by both Parties.

5. Providing Document to and Obtaining Approval from the University. Unless otherwise indicated herein, any time documents are to be provided to the University or any time the University's approval of any action is required, such documents shall be provided to, or such approval shall be obtained from, the University's President or an individual to whom such authority has been properly delegated by the University's President.

6. Providing Documents to and Obtaining Approval from the Foundation. Unless otherwise indicated herein, any time documents are to be provided to the Foundation or any time the Foundation's approval of any action is required, such document shall be provided to, or such approval shall be obtained from, the Foundation's Board of Directors or an individual to whom such authority has been properly delegated by the Foundation's Board of Directors.

7. Notices. Any notices required under this agreement may be mailed or delivered as follows:

To the University:

President
Idaho State University
921 South 8th Ave. Stop 8310
Pocatello, ID 83209-8410

To the Foundation:

Vice President for Advancement	Finance Director
Idaho State University	Idaho State University Foundation
921 South 8th Ave. Stop 8024	921 South 8th Ave. Stop 8050
Pocatello, ID 83209-8024	Pocatello, ID 83209-8050

8. No Joint Venture. At all times and for all purposes of this Memorandum of Understanding, the University and the Foundation shall act in an independent capacity and not as an agent or representative of the other party.

9. Liability. The University and Foundation are independent entities and neither shall be liable for any of the other's contracts, torts, or other acts or omissions, or those of the other's trustees, directors, officers, members or employees.

10. Indemnification. The University and the Foundation each agree to indemnify, defend and hold the other party, their officers, directors, agents and employees harmless from and against any and all losses, liabilities, and claims, including reasonable attorney's fees arising out of or resulting from the willful act, fault, omission, or negligence of the party, its employees, contractors, or agents in performing its obligations under this Operating Agreement. This indemnification shall include, but not be limited to, any and all claims arising from an employee of one party who is working for the benefit of the other party. Nothing in this Operating Agreement shall be construed to extend to the University's liability beyond the limits of the Idaho Tort Claims Act, Idaho Code §6-901 et seq.

11. Dispute Resolution. The parties agree that in the event of any dispute arising from this Agreement, they shall first attempt to resolve the dispute by working together with the appropriate staff members of each of the parties. If the staff cannot resolve the dispute, the dispute will be referred to the Chair of the Foundation and the University President. If the Foundation and University President cannot resolve the dispute, then the dispute will be referred to the Foundation Chair and the State Board of Education for resolution. If they are unable to resolve the dispute, the parties shall submit the dispute to mediation by an impartial third party or professional mediator mutually acceptable to the parties. If and only if all the above mandatory steps are follows in sequence and the dispute remains unsolved, then, in such case, either party shall have the right to initiate litigation arising from this Agreement. In the event of litigation, the prevailing party shall be entitled, in addition to any other rights and remedies it may have, to

reimbursement for its expenses, including court costs, attorney fees, and other professional expenses.

12. Dissolution of Foundation. Consistent with provisions appearing in the Foundation's Bylaws and/or Articles of Incorporation, should the Foundation cease to exist or cease to qualify as an Internal Revenue Code §501(c)(3) organization, the Foundation will transfer its assets and property to the University, to a reincorporated successor Foundation organized to benefit the University, or to the State of Idaho for public purposes, in accordance with Idaho law.

13. Assignment. This Agreement is not assignable by either party, in whole or in part.

14. Governing Law. This Agreement shall be governed by the laws of the State of Idaho.

15. Severability. If any provision of this Agreement is held invalid or unenforceable to any extent, the remainder of this Agreement is not affected thereby and that provision shall be enforced to the greatest extent permitted by law.

16. Entire Agreement. This Agreement constitutes the entire agreement among the Parties pertaining to the subject matter hereof, and supersedes all prior agreements and understandings pertaining thereto.

IN WITNESS WHEREOF, the University and the Foundation have executed this agreement on the above specified date.

Idaho State University

By:__________________________________
Its: President

Idaho State University Foundation, Inc.

By:__________________________________
Its: President

EXHIBIT "A"

Loaned Employee Agreement

EXHIBIT “A”

AGREEMENT FOR LOANED EMPLOYEE
IDAHO STATE UNIVERSITY/IDAHO STATE UNIVERSITY FOUNDATION

THIS AGREEMENT is entered into by and between IDAHO STATE UNIVERSITY, a state educational institution, and a body politic and corporate organized and existing under the laws of the state of Idaho (“University”), and IDAHO STATE UNIVERSITY FOUNDATION, a private nonprofit corporation (“ISUF”) effective for the period **APPROPRIATE ACADEMIC YEAR**.

BACKGROUND

A. The ISUF, incorporated as a 501(c)(3) organization in 1967, raises and manages private funds for the benefit of the University, and

B. University has agreed to loan its employee, **NAME** (“Loaned Employee”), to ISUF to act in the capacity of **INSERT POSITION** for ISUF.

AGREEMENT

The parties agree as follows:

1. Relationship between Loaned Employee and University.

a. Loaned Employee may be an exempt, fiscal year employee of the University subject to all applicable policies and procedures of the Board and the University, or a classified employee subject to the applicable State of Idaho, State Board and/or University rules and procedures.

b. Loaned Employee will be paid at a fiscal year salary rate of $**AMOUNT**, payable on the regular bi-weekly paydays of the University. Loaned Employee will be entitled to University benefits to the same extent and on the same terms as other full-time University employees of her/his classification.

c. University shall be responsible for the payment of all salary and benefits to Loaned Employee. University shall be responsible for all payroll-related taxes, benefits costs, and other related payroll costs arising out of the Loaned Employee’s employment with University.

2. Relationship between ISUF and Loaned Employee.

a. Loaned Employee will work full time and shall be under the exclusive supervision, direction and control of the ISUF Board of Directors during the performance of her/his duties under this Agreement. Such duties shall include, **INSERT SPECIFIC DUTIES**

OF LOANED EMPLOYEE Loaned Employee will report directly to ISUF President or her/his designee, who shall determine her/his duties. Loaned Employee will be considered a loaned employee under the workers' compensation law of the State of Idaho.

b. ISUF is solely responsible for payment of income, social security, and other employment taxes, if any, due to the proper taxing authorities arising from its payment of reimbursements to Loaned Employee. ISUF agrees to indemnify, defend, and hold the University harmless from any and all liabilities, losses, claims or judgments relating to the payment of these taxes.

c. No later than ninety (90) days prior to the end of the term of this Agreement, and each subsequent term, if any, ISUF will evaluate the performance of Loaned Employee. In the case where the Loaned Employee is a classified employee, such evaluation shall occur in accordance with rules and procedures applicable to such employees. ISUF will provide a copy of the evaluation document to the University no later than fourteen (14) days after the evaluation is completed.

d. ISUF may terminate or non-renew Loaned Employee's employment contract, or discipline Loaned Employee in accordance with ISUF's procedures and applicable law, any such termination or non-renewal shall constitute grounds for termination, non-renewal or discipline of Loaned Employee by the University. Provided however, particularly when the Loaned Employee is a classified employee, any contemplated termination shall be subject to applicable legal and procedural requirements of the State of Idaho and the University.

3. Relationship between ISUF and University.

a. ISUF will reimburse University for one hundred percent (100%) of the University's total cost of Loaned Employee's salary and benefits including payroll-related taxes, benefits, and other related payroll costs and the costs associated with travel approved by ISUF. Such costs will be billed quarterly and paid to the University.

b. University shall maintain accurate books and account records reflecting the actual cost of all items of direct cost for which payment is sought under this Agreement. At all reasonable times, ISUF shall have the right to inspect and copy said books and records, which the University agrees to retain for a minimum period of one year following the completion of this Agreement.

c. The furnishing of Loaned Employee shall not be considered a professional service of the University. At no time during the performance of this Agreement shall the Loaned Employee receive or act under instructions from the University regarding the work performed on behalf of ISUF.

d. University shall have no liability to ISUF for loss or damage growing out of or resulting from the activities of the Loaned Employee. ISUF therefore agrees to release, defend, indemnify and hold harmless the state of Idaho, University, its governing board, officers, employees, and agents, and the Loaned Employee from and against any and all claims, demands, losses, damages, costs, expenses, and liabilities, including but not limited to injuries (including death) to persons and for damages to property (including damage to property of ISUF or others) arising out of or in connection with the activities of the Loaned Employee under this Agreement. The limitation on liability and any agreement to defend, indemnify, or hold harmless expressed in the Agreement shall apply even in the event of the fault or negligence of the Loaned Employee.

4. General Terms

a. Term, Termination. This Agreement will terminate on the same day as Loaned Employee's contract as an exempt employee of the University terminates, or in the case of classified employees, after applicable rules and procedures have been followed, or upon Employee's resignation or other separation from employment, whichever is earlier. By mutual written consent, in conjunction with any renewal of the Loaned Employee's contract as an exempt employee of the University, the parties may extend the term of this Agreement for a term equal to the term of the exempt Loaned Employee's renewed contract with the University, or in the case of a classified employee, continued into the next ensuing fiscal year, such that the term of this Agreement shall always be equal to the term of Loaned Employee's status as an exempt or classified employee of the University. The Loaned Employee remains subject to all applicable Board and University policies, including but not limited to policies regarding nonrenewal of fixed term appointments and termination or discipline for adequate cause, and where applicable, rules and procedures pertaining to classified employees.

b. Governing Law. This Agreement will be governed by the laws of the State of Idaho as an agreement to be performed within the State of Idaho. The venue for any legal action under this Agreement shall be in Bannock County.

c. Notice. Any notice under this Agreement shall be in writing and be delivered in person or by public or private courier service (including U.S. Postal Service Express Mail) or certified mail with return receipt requested or by facsimile. All notices shall be addressed to the parties at the following addresses or at such other addresses as the parties may from time to time direct in writing:

To ISUF:

Idaho State University Foundation	Phone: (208) 282-3470
President	Fax: (208) 282-4994
921 South 8th Ave. Stop 8050	
Pocatello, ID 83209-8050	

To the University:

Idaho State University	Phone: (208) 282-3198
Vice President for Advancement	Fax: (208) 282-4487
821 South 8th Ave, Stop 8024	

Pocatello, ID 83209-8024
To the Loaned Employee:

EMPLOYEE NAME
Last address on file with University's Human Resources

Notice shall be deemed given on its date of mailing, faxing, or upon written acknowledgment of its receipt by personal delivery, whichever shall be earlier.

d. Waiver. Waiver by either party of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition, or any subsequent breach of the same or any other term, covenant or condition herein contained.

e. Attorney's Fees. In the event an action is brought to enforce any of the terms, covenants or conditions of this Agreement, or in the event this Agreement is placed with an attorney for collection or enforcement, the successful party to such an action or collection shall be entitled to recover from the losing party a reasonable attorney's fee, together with such other costs as may be authorized by law.

IDAHO STATE UNIVERSITY

____
James A. Fletcher, Vice President
Finance and Administration

Date:__________________________

IDAHO STATE UNIVERSITY FOUNDATION

____
William M. Eames, President

Date:__________________________

____
Kent Tingey, Vice President
University Advancement

Date:__________________________

LOANED EMPLOYEE concurrence and commitment:

____

Date:__________________________

EXHIBIT "B"

Service Agreement

EXHIBIT "B"

SERVICES AGREEMENT
IDAHO STATE UNIVERSITY– IDAHO STATE UNIVERSITY FOUNDATION

THIS SERVICES AGREEMENT is entered into by and between Idaho State University , a state educational institution, and a body politic and corporate organized and existing under the Constitution and laws of the state of Idaho ("University"), and IDAHO STATE UNIVERSITY FOUNDATION, a private nonprofit corporation ("ISUF").

A. The University agrees to provide to the ISUF the following administrative, financial, accounting, and investment support services.

1. Administrative support for reconciliation between appropriate ISUF and ISU accounts such as scholarship and spendable accounts and appropriate revenue reports between ISUF and ISU, assist with transfer of gift funds to ISU, assist with monitoring gift fund use to ensure compliance with wishes of donor, ISUF policies and applicable laws..
2. Administrative support for ISUF gift acceptance committee including analysis for evaluation of proposed gifts of real estate and analysis of gifts with unusual restrictions and/or financial/legal consequences, assist with transfers of gifted marketable securities and approved real estate to ISUF, assist with receipt of distributions from estates and trusts to ISUF.

B. All University employees who provide support services to the ISUF shall remain University employees under the direction and control of the University.

C. The University will supply the facilities, equipment, software and operating supplies necessary for the University employees supplying the above support services to the ISUF, the nature and location of which shall be in the University's discretion. In addition, the University shall furnish office space and office equipment for use by the "loaned employees", the nature and location of which shall be subject to agreement of the parties.

D. The ISUF will pay directly to the University a reasonable consideration for the services, facilities, equipment, software and operating supplies provided to the ISUF pursuant to the Service Agreement based upon agreed upon budgets for the services and operations described herein. In conjunction with the University's annual budget process, the University will prepare and present to the ISUF for consideration and acceptance an operating budget for the services and operations to be provided under this Agreement upon which the consideration shall be based.

This Services Agreement shall be effective as of the date of the last signature thereto and shall continue in annual terms matched to the University's fiscal year until terminated by either party. This Services Agreement may be terminated by either party upon written notice of termination, such termination to be effective 30 days after notice thereof. This Services Agreement shall also terminate at the same time as any termination of the Operating Agreement between the

University and the ISUF dated February 5, 2009. In the event of termination, all obligations of the parties hereto shall cease as of the date of termination except for obligations for payment or reimbursement which accrued prior to the date of termination.

IDAHO STATE UNIVERSITY	IDAHO STATE UNIVERSITY FOUNDATION
______________________________	______________________________
James A. Fletcher, Vice President Finance and Administration	William M. Eames, President
Date:_________________________	Date:_________________________

EXHIBIT "C"

Investment Policy

EXHIBIT "C"

Idaho State University Foundation

Policy V D Investments

INVESTMENT POLICIES OF THE IDAHO STATE UNIVERSITY FOUNDATION

Preamble
It is the policy of the Board to treat all assets of the Idaho State University Foundation, including funds that are legally unrestricted, as if held by the Idaho State University Foundation in a fiduciary capacity for the sake of accomplishing its mission and purposes. The following investment objectives and directions are to be judged and understood in light of that overall sense of stewardship. In that regard, the basic investment standards shall be those of a prudent investor as articulated in applicable state laws.

Investment Assets
For purposes of these policies, investment assets are those assets of the Idaho State University Foundation that are available for investment in the public securities markets as stocks, bonds, cash, or cash equivalents, either directly or through intermediate structures. Illiquid assets are described in the Idaho State University Foundation's gift acceptance policies, and are governed by those rules and not by these investment policies.

Supervision and Delegation
The Board of the Idaho State University Foundation has adopted these policies and has formed an Investment Committee, described below, to whom it has delegated authority to supervise the Idaho State University Foundation investments. The committee and its counselors will act in accord with this investment policy (hereinafter "policy"), and all applicable laws and state and federal regulations that apply to nonprofit agencies including, but not limited to, the Uniform Prudent Investors Act and the Uniform Management of Institutional Funds Act. The Board reserves to itself the exclusive right to amend or revise these policies.

Investment Committee
It shall be the responsibility of the Investment Committee to:
1. Supervise the overall implementation of the Idaho State University Foundation's investment policies by the Idaho State University Foundation's executive staff and outside advisors;
2. Monitor and evaluate the investment performance of the Idaho State University Foundation's funds;
3. Report at each regularly scheduled meeting of the Board on Foundation investment matters including financial performance:
4. Develop and annually update an investment policy, asset allocation strategies, risk-based fund objectives, and appropriate investment management structures and provide the same to the Board;
5. Execute such other duties as may be delegated by the Board.

Whenever these policies assign specific tasks to the committee, the policies assume that the actual work will (or may) be performed by the Idaho State University Foundation's Finance Director or other designated staff members, subject only to the committee's overall supervision.

Investment Consultant, Advisors, and Agents
The committee is specifically authorized to retain one or more investment advisors (advisors) as well as any administrators, custodians, or other investment service providers required for the proper management of the Idaho State University Foundation's funds. The committee may utilize an advisor as an investment consultant (consultant) to advise and assist the committee in the discharge of its duties and responsibilities. In that regard, a consultant may help the committee to

1. Develop and maintain investment policy, asset allocation strategies, risk-based fund objectives, and appropriate investment management structures;
2. Select, monitor, and evaluate investment advisors and/or investment entities;
3. Provide and/or review quarterly performance measurement reports and assist the committee in interpreting the results;
4. Review portfolios and recommend actions, as needed, to maintain proper asset allocations and investment strategies for the objectives of each fund; and,
5. Execute such other duties as may be mutually agreed.

In discharging this authority, the committee can act in the place and stead of the board and may receive reports from, pay compensation to, enter into agreements with, and delegate discretionary investment authority to such advisors. When delegating discretionary investment authority to one or more advisors, the committee will establish and follow appropriate procedures for selecting such advisors and for conveying to each the scope of their authority, the organization's expectations, and the requirement of full compliance with these policies.

Objectives
The Idaho State University Foundation's primary investment objective is to preserve and protect its assets by earning a total return for each category of assets (a "fund"), which is appropriate for each fund's time horizon, distribution requirements, and risk tolerance.

Tax-Based Restrictions
The Idaho State University Foundation is a charitable organization under § 501(c)(3) of the Internal Revenue Code. Consequently, its income is generally exempt from federal and state income tax with the exception of income that constitutes unrelated business taxable income (UBTI).   The committee is to determine if a particular strategy or investment will generate UBTI, for which it may rely on advice of counsel. Since UBTI can be generated by leveraged investments (resulting in "debt-financed income"), the Idaho State University Foundation will not utilize margin, short selling, or other leveraged investment strategies unless the Investment Committee grants a specific exception. When granting exceptions, the committee must determine that the potential rewards outweigh the incremental risks and costs of UBTI.   All such exceptions shall be made in writing and shall be communicated to the Board as part of the next regular Investment Committee report.

Reporting Requirements

1. *Monthly* — The committee will obtain written monthly custodial statements. Such statements should contain all pertinent transaction details for each account that holds all or a portion of any the Idaho State University Foundation investment funds. Each monthly statement should include

   – The name and quantity of each security purchased or sold, with the price and transaction date; and,

   – A description of each security holding as of month-end, including its percentage of the total portfolio, purchase date, quantity, average cost basis, current market value, unrealized gain or loss, and indicated annual income (yield) at market.

   In addition, if not included in the custodial reports, the consultant and/or the investment advisor(s) should provide a report for each fund or portfolio showing the month-end allocation of assets between equities, fixed-income securities, and cash. The monthly review of custodial statements may be delegated to the Idaho State University Foundation accounting staff.

2. *Quarterly* — The committee should obtain from its investment consultant and/or investment advisors, a detailed review of the Idaho State University Foundation's investment performance for the preceding quarter and for longer trailing periods as appropriate. Such reports should be provided as to each fund and as to the Idaho State University Foundation investment assets in the aggregate. As to each fund, the committee should establish with its investment consultant and/or investment advisors the specific criteria for monitoring each fund's performance including the index or blend of indices that are appropriate for the objectives of each fund and for the investment style or asset class of each portfolio within a fund. The committee shall meet with the consultant to conduct such reviews to the extent it deems necessary.
3. *Periodically* — The committee should meet with its investment consultant at least annually to review all aspects of the Idaho State University Foundation's investment assets. Such a review should include 1) strategic asset allocation, 2) manager and investment entity performance, 3) anticipated additions to or withdrawals from funds, 4) future investment strategies, and 5) any other matters of interest to the committee.

Date of Board Approval:

Person responsible for the periodic review of policy and if necessary submits proposed revisions to Board for approval: Chair Investment Committee Chair

Date of Last Review

EXHIBIT "D"

Articles of Incorporation

EXHIBIT D

ARTICLES OF INCORPORATION
OF
IDAHO STATE UNIVERSITY FOUNDATION, INC.

BE IT KNOWN That We, the undersigned, being natural persons of full age and citizens of the United States, in order to form a corporation for the purposes hereinafter stated, under and pursuant to the provisions of the general corporation laws of the State of Idaho, and in particular Chapter 11 of Title 30, and the Acts amendatory thereof and supplemental thereto, do hereby associate ourselves, together with such other persons as may associate themselves and their successors, for the purpose in incorporation and do hereby certify as follows:

ARTICLE I.
NAME

The name of this corporation is "Idaho State University Foundation, Inc.

ARTICLE II.
PERIOD OF DURATION

This corporation shall have perpetual existence.

ARTICLE III.
PURPOSES

The purposes for which this corporation was formed and now exists are:

1. To solicit and receive contributions, gifts, grants, devises or bequests of real or personal property or both from individuals, foundations, partnerships, associations, governmental bodies or public or private corporations and to maintain, use and apply the whole or any part of the income therefrom and the principal thereof exclusively for charitable, scientific, literary or educational purposes either directly or by contribution to the Idaho State University or other organizations duly authorized to carry on charitable, scientific, literary or educational activities in order to aid and benefit the Idaho State University, provided, however, that no part of such income or principal shall be contributed to any organization whose net earnings or any part thereof enure to the benefit of any private shareholder or individual or any substantial part of the activities of which involve carrying on propaganda or otherwise attempting to influence legislation, or

participating in or intervening in (including the publishing or distributing of statements) any political campaign on behalf of any candidate for public office.

2. No part of the net earnings of the corporation shall enure to the benefit of any member, trustee, officer of the corporation or any private individual (except that reasonable compensation may be paid for services rendered to or for the corporation in connection with one or more of its purposes) and no member, trustee, officer of the corporation or any private individual shall be entitled to share in the distribution of any of the corporation's assets on dissolution of the corporation.

3. No part of the activities of the corporation shall involve carrying on propaganda or otherwise attempting to influence legislation or participating in or intervening (including the publishing or distributing of statements) in any political campaign on behalf of any candidate for public office.

4. Upon dissolution of the corporation or the winding up of its affairs except by merger with corporation of similar purposes, the assets of the corporation shall be distributed exclusively to the Idaho State University.

ARTICLE IV.

POWERS

Subject to the express limitation that the corporation shall not have or possess any power at any time, the effect of which prevents the corporation from qualifying as an exempt organization under paragraph 501 of the Internal Revenue Code of 1954 as it now exists or as it may be amended hereafter or which prevents any gifts, grant, devise or bequest from qualifying as a charitable contribution for Federal Estate Tax purposes or for Federal Income Tax purposes, the corporation shall have and possess the following powers, any or all of which must be exercised exclusively in the furtherance of the purposes for which the corporation exists:

(a) To have perpetual succession by its corporate name.

(b) To sue and be sued, complain and defend, in its corporate name.

(c) To have a corporate seal which may be altered at pleasure, and to use the same by causing it, or a facsimile thereof, to be impressed or affixed or in any other manner reproduced.

(d) To purchase, take, receive, lease, take by gifts, devise, or bequest, or otherwise acquire, own, hold, improve, use and otherwise deal in and with real or personal property or any interest therein wherever situated.

(e) To sell, convey, mortgage, pledge, lease, exchange, transfer and otherwise dispose of all or any part of its property and assets.

(f) To purchase, take, receive, subscribe for or otherwise acquire, own, hold, vote, use, employ, sell, mortgage, lend, pledge or otherwise dispose of and otherwise use and deal in and with shares or other interests in or obligations of other domestic or foreign corporations, whether for profit or not for profit, associations, partnerships or individuals or direct or indirect obligations of the United States or of any other government, state, territory, governmental district or municipality, or of any instrumentality thereof.

(g) To make contracts and incur liabilities, borrow money at such rates of interest as the corporation may determine, issue its notes, bonds, and other obligations, and secure any of its obligations by mortgage or pledge of all or any of its property, franchises and income.

(h) To lend money for its corporate purposes, invest and reinvest its funds and take and hold real and personal property as security for the payment of funds so loaned or invested.

(i) To conduct its affairs, carry on its operations and have offices and exercise the powers granted by the provisions of Chapter 11, Title 30, Idaho Corporation Code, as that act presently exists or as it may be amended in the future, in any state, territory, district or possession of the United States or in any foreign country.

(j) To elect or appoint any committees and any officers or agents of the corporation as the Board of Directors may determine and to define their duties and fix the compensation to be paid to any officer or agent.

(k) To make and alter By-Laws not inconsistent with these Articles of Incorporation or with the Laws of the State of Idaho for the administration and regulation of the affairs of the corporation.

(l) To make donations for the general welfare of the Idaho State University and for charitable, scientific, literary, and educational purposes incident to the operation of the Idaho State University.

(m) To indemnify any director or officer or former director or officer of the corporation or any person who may have served at its request as a director or officer of another corporation whether for profit or not for profit against expenses actually and necessarily incurred by him in connection with the defense of any action, suit or proceeding in which he is made a party by reason of being or having been such director or officer, except in relation to matters as to which he shall be adjudged in such action, suit or proceeding to be liable for negligence or misconduct in the performance of duty; but such indemnification shall not be deemed exclusive of any other rights to which such director or officer may be otherwise entitled.

(n) To cease its corporate activities and surrender its corporate franchise, or to merge with similar non-profit corporations.

(o) To have and exercise all powers necessary or convenient to effect any and all of the purposes for which the corporation is organized and exists.

(p) To execute trust agreements and accept and administer trust funds relating to the purposes for which the corporation has been organized and exists and not in conflict with the exempt status of the corporation under the Internal Revenue Code.

(q) To pay the reasonable and necessary expenses for the operation of the corporation out of the principal or income from gifts, grants, devises or bequests made expressly for that purpose or unrestricted as to their use by the donors or unless expressly provided to the contrary by the agreement controlling the use of such funds, from income received from other gifts, grants, devises or bequests during the period said funds are held by the foundation and are not required for the purposes specified by the donor, grantor or testator.

(r) Unless otherwise specifically restricted by the donor, grantor, or testator, the corporation shall have and possess the following powers with reference to its investments:

(1) To receive and accept in kind and to hold and administer as an investment as long as it shall seem to it best, any and all property which may come to it without liability for depreciation or loss through errors of judgment or otherwise.

(2) To mingle funds of different gifts for the purpose of investment and reinvestment.

(3) To acquire, invest, reinvest, exchange, retain, sell or otherwise dispose of stocks, bonds, or other securities in the exercise of the judgment and care under the circumstances then prevailing which men of prudence, discretion and intelligence generally exercise in the management of their own affairs, not in regard to speculation but in making investments of their own funds with a view to probable increase of principal as well as safety of their capital and current income. Within the limitations of this standard, the corporation is authorized to acquire and retain every kind of property, real, personal or mixed, and every kind of investment including specifically, but without limiting the generality of the foregoing, bonds, debentures and other corporate obligations, stocks, preferred or common, and real estate mortgages and to retain any property properly acquired without limitation as to time and without regard to its suitability for original purchase. The corporation shall not be limited or restricted to authorized investments for trustees under the laws of Idaho or any other law as now existing or as hereafter enacted.

(4) To determine whether money or other property received is principal or income, or partly one and partly the other; and to charge and apportion expenses and losses to principal and income as it may deem just and equitable; to make good any "wasting investment," losses of principal or premiums paid for securities, out of income over such periods of time as it may deem advisable.

(5) To invest and reinvest expendable principal received by the Foundation for specific purposes but not presently required for the purposes specified by the donor, grantor or testator in such investments as the Board of Directors shall determine after taking into account the time when said principal funds will be required and the necessity to preserve said funds without loss of principal and to use or accumulate the net income received therefrom for reasonable expenses or operations of the Foundation, as the Board of Directors shall determine; provided, such expendable principal funds shall be available when required for use for the purposes specified by the donor, grantor or testator.

V.

REGISTERED OFFICE AND AGENT

The official registered office of the corporation shall be in the Administration Building on the Idaho State University Campus, Pocatello, Idaho. The Resident agent of the corporation until otherwise designated by the Board of Directors is Herman J. McDevitt, address: First Security Bank Building, Pocatello, Idaho. The Board of Directors from time to time by appropriate resolution shall have the power and authority to change the location of the registered office of the corporation and to change the designation of the resident agent of the corporation.

VI.

THE BOARD OF DIRECTORS

(1) The affairs of the corporation shall be conducted by a Board of Directors of at least three members. The exact number of Directors shall be fixed from time to time by the By-Laws of the corporation. Until otherwise provided by the By-Laws, and until their successors are elected and qualified the Board of Directors shall consist of the following members: **Dee Bogert, Member, State Board of Education; Dr. William E. Davis, President Idaho State University; Dr. Donald F. Kline; Frank D. Seelye; William J. Ryan, Jr., Executive Secretary of Alumni Association; Herman J. McDevitt, Attorney**; and Charles H. Kegel.
In addition, the President of the Foundation and the Treasurer are ex-officio members of the Board.

(2) The qualifications of members of the Board, their manner of selection and the voting rights of ex-officio members shall be determined by the By-Laws.

(3) The real estate and personal property of the corporation shall be under the complete control of the Board of Directors which is charged with the responsibility of administering and expending said property in accordance with the purposes for which the corporation has been organized and exists and in accordance with the terms and conditions of the gift, grant, devise or bequest under which the corporation has received the property in question. The Board of Directors may appoint an Investment Committee and may also appoint a fiscal agent or agents to handle its investments and financial affairs in such manner as may be determined advisable by the Board.

VII.

ORIGINAL INCORPORATORS

The names and Post Office addresses of the incorporators, who shall serve as Trustees until their successors are elected and qualified are:

Name	Address
[illegible]	161 16th Place Pocatello, Idaho
Frank R. Seelye	724 So 19th - Pocatello Idaho
William Ryan	300 myrtle st. Pocatello, Idaho
[illegible]	28 Willowood Pocatello Idaho
[illegible]	42 Colgate Pocatello, Idaho
William E. Davis	341 S. 7th Pocatello, Idaho
Herman J. McDevitt	

VIII.

BOARD OF TRUSTEES

The corporation shall have a Board of Trustees which shall be unlimited in number. Members of the Board shall serve without compensation of any kind. The qualifications and method of selection of trustees shall be determined by the By-Laws. The Board of Trustees shall have the power to adopt amendments to these Articles of Incorporation and shall elect the Directors of the corporation in such manner as shall be provided by the By-Laws.

In addition the holders of the following offices are trustees by virtue of their office: President of the Idaho State University, the Secretary of the Idaho State University Alumni Association, a member of the Board of Trustees of the Idaho State University to be designated by the Board of Trustees and the President of the Idaho State University Alumni Association.

ARTICLE IX.

AMENDMENTS

These Articles of Incorporation may be amended at any time in the manner and form provided by the Idaho Code as existing at the time of the adoption of these Articles of Incorporation or as provided by any other applicable law but no amendment may be adopted which changes or affects in any way the exempt status of the corporation as an organization existing exclusively for charitable, educational, literary or scientific purposes.

CERTIFICATE

IN WITNESS WHEREOF, the undersigned President and Secretary of the corporation hereby certify and state that these Articles of Incorporation were adopted by the incorporators of the Idaho State University Foundation, Inc. at a special meeting of said incorporators held at the Conference Room; Administration Building, on February 9, 1967, that a quorum was present at such meeting and that these Articles received unanimous approval of the incorporators, and members present at said meeting.

That due notice of said meeting and purposes thereof was given by publication in the Idaho State Journal, a legal newspaper as provided by law. That the Directors & Trustees herein named were elected at such meeting pursuant to such notice.

William E Davis
President

Donald J Kline
Secretary

STATE OF IDAHO)
: ss
County of Bannock)

On this 13th day of March, 1967, before me the undersigned, a Notary Public in and for Bannock County, Idaho, personally appeared Wm. E. Davis and Donald J. Kline, to me known to be the President and Secretary, respectively, of the Idaho State University Foundation, Inc., and upon being first duly sworn upon oath, deposed and stated that the facts set forth in the foregoing instrument and certificate were in all respects true and correct.

Herman J McDevitt
Notary Public for Idaho
Residing at Pocatello, Idaho

IDAHO STATE UNIVERSITY
Office of the Director
Development and Institutional Research
POCATELLO, IDAHO
83201

March 13, 1967

UNIVERSITY FOUNDATION

It was moved by Mr. Smith, seconded by Mr. Hampton, and carried, that the State Board of Education, acting as Trustees for Idaho State University, approve the use of the name "Idaho State University" for the proposed corporation to be known as the Idaho State University Foundation, Inc. In accordance with Section 2, A, of the By-Laws of the Idaho State University Foundation, Inc., the State Board of Education names ~~Dee Bogert~~ Edmund A. Bogert, Jr. to serve on the Board of Directors of the Foundation.

Copies of the Articles of Incorporation and the By-Laws are attached for the information of the Board. (Appendix B)

This is to certify that the foregoing is an exact and true excerpt taken from the minutes of the State Board of Education acting as trustees for Idaho State University in a duly called meeting in Moscow, Idaho, March 2-3, 1967.

William J. Bartz
William J. Bartz
Financial Vice President

STATE OF IDAHO)
: ss
County of Bannock)

On this 13th day of March, 1967, before me the undersigned, a Notary Public in and for Bannock County, Idaho, personally appeared Mr. William J. Bartz to me known to be the Financial Vice President of Idaho State University and upon being first duly sworn upon oath, deposed and stated that the facts set forth in the foregoing instrument were in all respects true and correct.

D. Jim Smith
Notary Public for Idaho
Residing at Pocatello, Idaho.

No. 38255

Articles of Incorporation

of

IDAHO STATE UNIVERSITY FOUNDATION, INC.

Place of business Pocatello
Existence Perpetual
Capital Stock NONE

STATE OF IDAHO
Department of State
Boise, Idaho

Approved, filed and admitted to the records of Articles of Incorporation of the State of Idaho and certificate issued this 17th **day of** March **19**67 **at** 10:00 **o'clock** A. **M.**

FEES PAID

Filing	$ 15.00
Recording	5.20
~~Cert. Copy~~	
Certificate	
~~License Tax~~	

TOTAL $ 20.20

EDSON H. DEAL
SECRETARY OF STATE

BY Rayola Black
Ass't. CORPORATION CLERK

State of Idaho

Department of State.

CERTIFICATE OF AMENDMENT
OF

IDAHO STATE UNIVERSITY FOUNDATION, INC.

IDAHO STATE UNIVERSITY FOUNDATION, INC.

May 13 83

CA 226

MAY 13 8 35 AM '83
SECRETARY OF STATE

MAY 5 8 52 AM '83
SECRETARY OF STATE

AMENDMENT OF ARTICLES OF INCORPORATION OF
IDAHO STATE UNIVERSITY FOUNDATION, INC.

Harry F. Magnuson, President, and Dennis Holter, Executive Vice President/Secretary of the above-named corporation, respectfully show that:

The above-named corporation was organized under the laws of the State of Idaho and was issued a charter by the Secretary of State dated February 9, 1967, with its principal place of business in Pocatello, Bannock County, Idaho.

The undersigned, the duly elected and qualified President and Executive Vice President/Secretary of the said corporation, hereby certify that statutory notice was given to each Director of the said corporation of a special meeting of Directors to be held on April 22, 1983, and notice stated the time and place of meeting and the purposes thereof.

And, further, that the meeting was duly held pursuant to notice, and a resolution was offered and unanimously adopted by vote of said Directors/members to amend Articles V and VIII of the Articles of Incorporation of said corporation to read as follows:

"V.

REGISTERED OFFICE AND AGENT

The official registered office of the corporation shall be in the Administration Building on the Idaho State University Campus, Pocatello, Idaho. The resident agent of the corporation until otherwise designated by the Board of Directors is Dennis A. Holter, address: Campus Box 8050, Idaho State University, Pocatello, Idaho. The Board of Directors from time to time by appropriate resolution shall have the power and authority to change the location of the registered office of the corporation and to change the designation of the resident agent of the corporation."

"VIII.

BOARD OF TRUSTEES

The corporation may have a Board of Trustees which shall be unlimited in number. Members of the Board of Trustee shall serve without compensation and without requirements for duties or responsibilities. The qualifications and method of selection of Trustees shall be determined by the By-Laws."

And, further, your petitioners certify that they have complied in all respects with the laws of the State of Idaho and amendments thereto to amend the Articles of Incorporation of the Idaho State University Foundation, Inc.

WHEREFORE, we pray that the said Articles of Incorporation of the Idaho State University Foundation, Inc. be so amended.

DATED and signed this 22nd day of April, 1983.

IDAHO STATE UNIVERSITY FOUNDATION, INC.

By: H. F. Magnuson.
President

ATTEST:

Dennis A. Holter
Executive Vice President & Secretary

STATE OF IDAHO)
: ss
County of Bannock)

I, Gerald W. Olson, a Notary Public, do hereby certify that on this 22nd day of April, 1983, personally appeared before Harry F. Magnuson, who, being by me first duly sworn, declared that he is the President of the Idaho State University Foundation, Inc., that he signed the foregoing document as

President of the corporation, and that the statements therein contained are true.

NOTARY PUBLIC FOR IDAHO
Residing at Pocatello, Idaho

(SEAL)

My Commission Expires: Lifetime

STATE OF IDAHO)
: ss
County of Bannock)

I, Gerald W. Olson, a Notary Public, do hereby certify that on this 22nd day of April, 1983, personally appeared Dennis Holter, who, being by me first duly sworn, declared that he is the Executive Vice President of the Idaho State University Foundation, Inc., that he signed the foregoing document as Executive Vice President of the corporation, and that the statements therein contained are true.

NOTARY PUBLIC FOR IDAHO
Residing at Pocatello, Idaho

(SEAL)

My Commission Expires: Lifetime

204

ARTICLES OF AMENDMENT
(Non-profit)

FILED EFFECTIVE

2006 JUN 19 AM 10: 04

SECRETARY OF STATE
STATE OF IDAHO

To the Secretary of State of the State of Idaho
Pursuant to Title 30, Chapter 3, Idaho Code, the undersigned non-profit corporation amends its articles of incorporation as follows:

1. The name of the corporation is:
   Idaho State University Foundation, Inc.

   If the corporation has been administratively dissolved and the corporate name is no longer available for use, the amendment(s) below must include a change of corporate name.

2. The text of each amendment is as follows:

   See attached for Amended and Restated Article III.

3. The date of adoption of the amendment(s) was: June 7 , 2006

4. Manner of adoption (check one):

   ☑ Each amendment consists exclusively of matters which do not require member approval pursuant to section 30-3-90, Idaho Code, and was, therefore, adopted by the board of directors. (Please fill spaces below)

   a. The number of directors entitled to vote was: 22
   b. The number of directors that voted for each amendment was: 18
   c. The number of directors that voted against each amendment was: 0

   ☐ The amendment consists of matters other than those described in section 30-3-90, Idaho Code, and was, therefore adopted by the members. (Please fill spaces below)

   a. The number of members entitled to vote was: ____________
   b. The number of members that voted for each amendment was: ____________
   c. The number of members that voted against each amendment was: ____________

Dated: June 8 ,2006

Signature: Kent Tingey

Typed Name: Kent M. Tingey

Capacity: Executive Vice President

Customer Acct #:

(if using pre-paid account)

Secretary of State use only

IDAHO SECRETARY OF STATE
06/19/2006 05:00
CK: 4017 CT: 2982 BH: 960836
1 @ 30.00 = 30.00 NON PROF A # 2

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Web Form

AMENDED AND RESTATED

ARTICLE III

PURPOSES

A. Said organization is organized exclusively for charitable, religious, educational and scientific purposes, including, for such purposes, the making of distributions to organizations that qualify as exempt organizations under section 501(c)(3) of the Internal Revenue Code, or corresponding section of any future federal tax code.

B. No part of the net earnings of the organization shall inure to the benefit of, or be distributed to, its members, trustees, officers or other private persons, except that the organization shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes set forth in the purpose clause hereof.

C. No substantial part of the activities of the organization shall be the carrying on of propaganda, or otherwise attempting to influence legislation, and the organization shall not participate in, or intervene in (including the publishing or distribution of statements) any political campaign on behalf of any candidate for public office. Notwithstanding any other provision of this document, the organization shall not carry on any other activities not permitted to be carried on (a) by an organization exempt from federal income tax under section 501(c)(3) of the Internal Revenue Code, corresponding section of any future federal tax code, or (b) by an organization, contributions to which are deductible under section 170(c)(2) of the Internal Revenue Code, or corresponding section of any future federal tax code.

D. Upon the dissolution of the organization, assets shall be distributed for one or more exempt purposes within the meaning of section 501(c)(3) of the Internal Revenue Code, or corresponding section of any future federal tax code, or shall be distributed to the federal government, or to a state or local government, for a public purpose. Any such assets not disposed of shall be disposed of by the District Court of the county in which the principal office of the organization is then located, exclusively for such purposes or to such organization or organizations, as said court shall determine, which are organized and operated exclusively for such purposes.

EXHIBIT "E"

Amended and Restated Bylaws

EXHIBIT E

Amended and Restated Bylaws

of

Idaho State University Foundation, Inc.

Adopted February 25, 2011

Idaho State University Foundation

Policy I D Bylaws

Bylaws
Table of Contents

Article I Purpose and Duration of the Foundation

The Idaho State University Foundation, Inc., an Idaho nonprofit corporation (the "Foundation") exists for the purpose of soliciting, securing and managing various sources of funding to promote the growth and operations of Idaho State University in the furtherance of the University's goals to provide a meaningful and valued educational experience for its students. The Foundation shall have no termination date and shall exist in perpetuity.

Article II Offices

Section 2.01 Principal Office. The principal office of the Foundation shall be located at the administrative building on the Idaho State University Campus. The Foundation may have such other offices as the Board of Directors (the "Board") may designate or as the business of the Foundation may require from time to time.

Section 2.02 Registered Office. The registered office of the Foundation to be maintained in the state of Idaho shall be located at the principal office of the Foundation, and may be changed from time to time by the Board.

Article III Board of Directors

Section 3.01 General Powers and Standard of Care. All corporate powers shall be exercised by or under authority of, and the business and affairs of the Foundation shall be managed under the direction of, the Board except as may be otherwise provided in the Idaho Nonprofit Corporation Act (the "Act") or the Articles of Incorporation (the "Articles"). If any such provision is made in the Articles, the powers and duties conferred or imposed upon the Board by the Act shall be exercised or performed to such extent and by such person or persons as shall be provided in the Articles.

A Director shall perform such Director's duties as a Director, including such Director's duties as a member of any committee of the Board upon which such Director may serve, in good faith, in a manner such Director reasonably believes to be in the best interests of the Foundation, and with such care as an ordinarily prudent person in a like position would use under similar circumstances. In performing such Director's duties, a Director shall be entitled to rely on information, opinions, reports or statements, including financial statements and other financial data, in each case prepared or presented by:

(a) One (1) or more officers or employees of the Foundation whom the director reasonably believes to be reliable and competent in the matters presented;

(b) Counsel, public accountants, or other persons as to matters which the director reasonably believes to be within such person's professional or expert competence; or

(c) A committee of the Board upon which such director does not serve, duly designated in accordance with a provision of these Bylaws, as to matters within its designated authority, which committee the director reasonably believes to merit confidence, but such director shall not be considered to be acting in good faith if such director has knowledge concerning the matter in question that would cause such reliance to be unwarranted. A person who so performs such duties shall have no liability by reason of being or having been a director of the Foundation.

Section 3.02 Composition and Term. There shall be a Board of Directors of the Foundation consisting of no more than twenty-five (25) voting directors. Directors shall be elected by the Board for a term of three (3) years and shall not serve more than three (3) consecutive terms, unless elected Board Chair ("CoB) President or Vice President ("VP") of the Foundation. The term of the director elected VP shall be extended an additional one year after the completion of service as CoB and President, unless the maximum of three terms has not been reached, in which case he or she will serve the remainder of his or her three terms. After the maximum of three (3) terms on the Board, an outgoing director shall automatically move into Associate status and may be re-elected to the Board after a term of absence from the Board of at least one (1) year.

Section 3.03 Method of Selection. Nomination to the Board may be made by any member of the Board, any ex officio members of the Board or any Board Associate. Nominations should be submitted in writing to a member of the Nominating Committee of the Board. The Nominating Committee will review the nominees and present a slate of potential nominees to the Board for election when vacancies occur on the Board.

Section 3.04 Qualifications. Any person of good moral character having a genuine interest in the objectives of the Foundation may be qualified as a member of the Board without regard to his or her place of residence, whether he or she has attended Idaho State University or any other similar factor.

Section 3.05 Ex Officio Membership. The following shall be ex officio members of the Board of this Foundation:

a. The President of Idaho State University;

b. The Vice President for University Advancement at Idaho State University ("EVP");

c. The Secretary of the Foundation;

d. The Treasurer of the Foundation;

e. The President of the Idaho State University Alumni Association;

f. Legal Counsel for the Foundation;

g. An ISU Faculty Member periodically appointed or elected by the ISU Faculty Senate to perform an active role in fund-raising for the University; and

h. The President of the Idaho State University Bengal Foundation.

Unless they are also current voting directors, ex officio members of the Board shall not vote on matters being considered by the Board.

Section 3.06 Meetings of the Board of Directors.

The Board shall meet semi-annually and at such other times as meetings may be called. The CoB, President, VP, or the EVP shall have the right to call any meeting of the Board at any time and place by giving no less than five (5) days notice to the Board of the time and place of such meeting.

(b) Any Board action to remove a director shall require no less than seven (7) days written notice to each director that the matter will be voted on at a Board meeting. Such notice shall also include the time and place of such meeting.

(c) A director may, at any time before, during or after a Board meeting, waive any notice required by law, the Articles, or these Bylaws. The waiver must be in writing, signed by the director entitled to the notice, and filed with the minutes or Foundation records.

A director's attendance at or participation in a meeting waives any required notice of the meeting unless the director, upon arriving at the meeting or prior to the vote on a matter not noticed in conformity with law, the Articles, or these Bylaws objects to lack of notice and does not thereafter vote for or assent to the objected action.

(d) A majority of the voting membership of the Board shall constitute a quorum at any meeting and, unless otherwise provided by law or by the Articles, action of the Board shall be controlled by majority action of the voting directors present at any meeting at which a quorum is present.

(e) The Board shall keep a record of its proceedings and shall make a detailed report available to the directors, the officers, including ex officio officers of the Foundation, and Board Associates.

Section 3.07 Committees of the Board of Directors.

The Foundation Board will have the following standing committees: Executive, Governance, Audit, Finance, Investment, Development and Nominating. The responsibilities of the standing committees are described in Section IX of the Policy Manual.

The Board shall have the right to create any other committee from time to time to assist in accomplishing the duties and the responsibilities of the Foundation. Membership on any committee need not be limited to members of the Board or Board Associates. Such ad hoc committees are discussed in Section IX. H. of the Policy Manual.

Section 3.08 Vacancies. Any vacancy occurring on the Board and any directorship to be filled by reason of any increase in the number of directors shall be filled by the Board based on nominations received from the Nominating Committee. The term of any directorship arising due to vacancy or increase in the number of directors shall be three (3) years and shall be subject to the term limits described in Section 3.02 above.

Section 3.09 Removal of Directors.

(a) Removal for Cause. Any director may be removed from office for cause by a two-thirds (2/3) majority vote of the total directors then in office.

(b) Removal for Unexcused Absences. A director may be removed from office after two (2) unexcused absences of any Board meeting within any twelve-month period, provided that a majority of the total directors then in office vote for such removal.

Section 3.10 Informal Action. Any action required to be taken at a meeting of the Board of directors may be taken without a meeting if a majority of the directors agree to such action either via electronic mail or in writing.

Section 3.11 Open Meetings. It is the intent of the Foundation to conduct its business in open sessions whenever possible. However, the meeting shall be closed in those circumstances where the Board is discussing or acting upon strategy with respect to litigation; discussing the purchase of real property not owned by a public agency; interviewing prospective Foundation employees; or considering the evaluation, dismissal or disciplining of, or hearing complaints or charges brought against, a Foundation employee or staff member.

On any other matter which the Board feels must be dealt with in a confidential manner, the Board may close its meeting to the non-Board members of the Foundation and the general public. An affirmative two-thirds (2/3) vote of the Board members present is necessary to close the meeting. The Board shall take no final action or make any final decision in closed meeting.

Section 3.12 Director Conflicts of Interest. All members of the Board shall comply with all provisions of the Conflict of Interest Policy as set forth in Section II. D. of the Policy Manual.

Section 3.13 Loans to Directors. The Foundation shall not lend money to or guarantee the obligation of a director.

Article IV Board Associates

The Foundation shall have honorary Associates to provide advisory services to the Foundation. The Associates are individuals who have previously served on the Board for the Foundation. Directors who have completed three (3) terms on the Board will automatically be eligible to serve as an Associate, unless they decline to do so. Associates shall be unlimited in number and shall serve until resignation or until removal by a majority vote of the Board. Associates shall be invited to all regular meetings of the Board, though they shall not be required to attend. Associates may not vote on matters being considered by the Board.

Article V Officers

Section 5.01 Designation and Method of Selection. Officers of the Foundation shall consist of the Board Chair ("CoB") , President, Vice President ("VP"), Executive Vice President ("EVP"), Secretary and Treasurer. Except as otherwise provided herein, the officers shall be elected by the Board and, other than the CoB, President and VP, shall serve at the pleasure of the Board or until their respective successors are duly elected and qualified. The term of the CoB and of the President shall be two years each. The term of the VP shall be one year and shall begin one year before the end of the President's term. The VP will automatically assume the role of President at the end of the term of the previous President. The President will automatically assume the role of CoB at the end of the term of the previous CoB. Persons elected as Secretary or Treasurer shall be then current members of either the Board or Board Associates. Any vacancies in any office shall be filled by the Board at any regular or special meeting of the Board from nominees provided by the nominating committee. The terms of officers as described herein may be increased or decreased by majority vote of the Board members present at the meeting at which such increase or decrease is voted on, provided a quorum is present.

Section 5.02 Duties of the Officers.

The duties and responsibilities of the various officers are described in Section III of the Board's policies.
It is not expected that any officer, other than the EVP, shall devote his or her full time to the affairs of the Foundation or the University unless otherwise directed by the Board at the time of his or her election and with his or her consent.

Section 5.03 Removal. Any officer elected or appointed by the Board may be removed by an affirmative vote of two-thirds (2/3) of the total Board whenever, in its judgment, the best interest of the Foundation would be served thereby.

Section 5.04 Officer Conflict of Interest. All officers shall comply with all provisions of the Conflict of Interest Policy as set forth in Section II. D. of the Board's policies.

Section 5.05 Loans to Officers. The Foundation shall not lend money to or guarantee the obligation of an officer.

Article VI Miscellaneous

Section 6.01 Indemnification. The Foundation shall indemnify any director, officer or former director or officer of the Foundation against expenses actually and reasonably incurred by him or her in connection with the defense of any action, suit or proceeding, civil or criminal, in which he or she is made a party by reason of being or having been a director or officer, except in relation to matters as to which he or she is adjudged in such action, suit or proceeding to be liable for gross negligence or misconduct in the performance of duty to the Foundation.

Section 6.02 Investment. Any funds of the Foundation which are not needed currently for the activities of the Foundation may, at the discretion of the Board, be invested in such investments as are permitted by law.

Section 6.03 Depositories. All funds of the Foundation not otherwise employed shall be deposited from time to time to the credit of the Foundation in such banks, savings and loan associations, trust companies, or other depositories as the Board may elect.

Section 6.04 Contracts. The Board may authorize any officer(s) or agent(s) of the Foundation, in addition to the officers authorized by these Bylaws, to enter into any contract or execute and deliver any instrument in the name of and on behalf of the Foundation, and such authority may be general or confined to specific instances.

Section 6.05 Checks, Drafts, Etc. All checks, drafts, or orders for the payment of money, notes or other evidence of indebtedness issued in the name of the Foundation shall be signed by such persons and in such manner as shall from time to time be determined by resolution of the Board. In the absence of such determination by the Board, such instrument shall be signed by the Treasurer

Section 6.06 Fiscal Year. The fiscal year of the Foundation shall end on the last day of June of each year.

Section 6.07 Books and Records. The Foundation shall keep correct and complete books and records of accounts and shall also keep minutes of the proceedings of its members, Board, and committees having any of the authority of the Board, and shall keep a record giving the name and address of the members entitled to vote. All books and records of the Foundation may be inspected by any member or his agent or attorney or the general public for any proper purpose at any reasonable time.

Section 6.08 Nondiscrimination. This Foundation is an equal opportunity employer and shall make available its services without regard to race, creed, age, sex, color, ancestry, or national origin.

Section 6.09 Political Activity. The Foundation shall not, in any way, use corporate funds in the furtherance of, nor engage in, any political activity for or against any candidate for public office. However, this Bylaw shall not be construed to limit the right of any official or member of this Foundation to appear before any legislative committee, to testify as to matters involving the Foundation.

Section 6.10 Gifts. The Board may accept, on behalf of the Foundation, any contribution, gift, bequest, or devise for the general purposes or for any special purposes of the Foundation.

Section 6.11 Parliamentary Procedure. All meetings of the Board and membership shall be governed by *Roberts' Rules of Order* (Current Edition), unless contrary procedure is established by the Articles or these Bylaws, or by resolution of the Board.

Section 6.12 Staff Conflict of Interest. All staff members shall comply with all provisions of the Conflict of Interest Policy as set forth in Section II.D. of the Policy Manual.

Article VII Amendments

These Bylaws may be amended by an affirmative vote of a majority of the voting directors present at any regular meeting of the Board or at a special meeting called for the specific purpose of amending such Bylaws. Notice of any proposed amendment shall be mailed by United States mail or by electronic mail to each director and to each person entitled to notice of Board meetings at his or her last known address not less than ten (10) days preceding the meeting at which such amendment will be submitted to a vote. This meeting may be conducted in person, by telephone, or by electronic mail. A quorum of the Board must participate.

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SECRETARY'S CERTIFICATION

This is to certify that the foregoing Bylaws of the Idaho State University Foundation have been duly adopted by the Board of Directors at a meeting held on February 25, 2011.

Douglas B Putnam

Secretary

7-15-2011

Date

EXHIBIT "F"

Conflict of Interest Policy

EXHIBIT F

Idaho State University Foundation

Policy II D Conflict of Interest Policy

1. **Purpose**

   The purpose of the conflict of interest policy is to protect the Foundation's interest when it is contemplating entering into a contract, transaction, or arrangement that might benefit the private interest of an officer or director of the Foundation or might result in a possible excess benefit transaction. This policy is intended to supplement but not replace any applicable state and federal laws governing conflict of interest applicable to nonprofit and charitable organizations.

2. **Definitions**

   a. Interested Person. Any director, officer, member of a committee with Board delegated powers, or staff member who has a direct or indirect financial interest, as defined below, is an interested person.

   b. Financial Interest. A person has a financial interest if the person has, directly or indirectly, through business or investment, or a member of the person's family has:

      i. A position as an officer, director, trustee, partner, employee, or agent of any entity with which the Foundation has or is considering a contract, transaction, or arrangement;

      ii. An ownership or investment interest in any entity with which the Foundation has or is considering a contract, transaction, or arrangement;

      iii. A compensation arrangement with the Foundation or with any entity or individual with which the Foundation has or is considering a contract, transaction, or arrangement;

      iv. A potential ownership or investment interest in, or compensation arrangement with, any entity or individual with which the Foundation is considering or negotiating a contract, transaction, or arrangement; or

      v. Any other direct or indirect dealings with any entity from which he or she knowingly benefitted (e.g., through receipt directly or indirectly of cash or other property in excess of $500 a year exclusive of dividends or interest) and with which the Foundation has, is considering, or is negotiating a contract, transaction, or arrangement.

   c. The term "a member of the person's family" means the person's spouse, parent, step-parent, guardian, brother, sister, step-brother, step-sister, mother-in-law, father-in-law, child, stepchild, grandmother, grandfather, aunt, uncle, niece, nephew, brother-in-law, sister-in-law, first cousin, or grandchild.

d. Compensation includes direct and indirect remuneration as well as gifts or favors that are not insubstantial.

e. A financial interest is not necessarily a conflict of interest. Under Section 6.03 Paragraph (b)below, a person who has a financial interest may have a conflict of interest only if the appropriate Board or Committee decides that a conflict of interest exists.

3. Procedures

a. Duty to Disclose. At the first knowledge of the possibility, creation, or existence of a financial interest as described above, the interested person must disclose to the Board the existence of the financial interest and any and all relevant and material facts known to the interested person about the proposed or existing contract, transaction, or arrangement that might reasonably be construed to be adverse to the Foundation's interest. The interested person must be given the opportunity to disclose all other material facts to the directors and members of committees with Board delegated powers considering the proposed contract, transaction, or arrangement.

b. Determining Whether a Conflict of Interest Exists. After disclosure of the financial interest and all material facts, and after any discussion with the interested person, he/she shall leave the Board or Committee meeting while the determination of a conflict of interest is discussed and voted upon. The remaining Board or Committee members shall decide if a conflict of interest exists.

c. Procedures for Addressing the Conflict of Interest.

   i. An interested person may make a presentation at the Board or Committee meeting, but after the presentation, he/she shall leave the meeting during the discussion of, and the vote on, the contract, transaction, or arrangement involving the possible conflict of interest.

   ii. The Chairperson of the Board or Committee shall, if appropriate, appoint a disinterested person or committee to investigate alternatives to the proposed contract, transaction, or arrangement.

   iii. After exercising due diligence, the Board or Committee shall determine whether the Foundation can obtain with reasonable efforts a more advantageous contract, transaction, or arrangement from a person or entity that would not give rise to a conflict of interest.

   iv. If a more advantageous contract, transaction, or arrangement is not reasonably possible under circumstances not producing a conflict of interest, the Board or Committee shall determine by a majority vote of the disinterested directors whether the contract, transaction, or arrangement is in the Foundation's best interest, for its own benefit, and whether it is fair and reasonable. In conformity with the above determination it shall make its decision as to whether to enter into the contract, transaction, or arrangement.

v. Such contract, transaction, or arrangement shall only be authorized, approved, or ratified upon the affirmative vote of a majority of the directors of the Board then in office, or a majority of the Committee members, who are not interested persons as described above.

4. Violations of the Conflicts of Interest Policy

a. If the Board or Committee has reasonable cause to believe a member has failed to disclose actual or possible conflicts of interest, it shall inform the member of the basis for such belief and afford the member an opportunity to explain the alleged failure to disclose.

b. If, after hearing the member's response and after making further investigation as warranted by the circumstances, the Board or Committee determines the member has failed to disclose an actual or possible conflict of interest, it shall take appropriate disciplinary and corrective action.

5. **Records of Proceedings**

The minutes of the Board and all Committees with board delegated powers shall contain:

a. The names of the persons who disclosed or otherwise were found to have a financial interest in connection with an actual or possible conflict of interest, the nature of the financial interest, any action taken to determine whether a conflict of interest was present, and the Board's or committee's decision as to whether a conflict of interest in fact existed.

b. The names of the persons who were present for discussions and votes relating to the contract, transaction, or arrangement, the content of the discussion, including any alternatives to the proposed contract, transaction, or arrangement, and a record of any votes taken in connection with the proceedings.

6. **Compensation**

a. A voting member of the Board who receives compensation, directly or indirectly, from the Foundation for services is precluded from voting on matters pertaining to that member's compensation.

b. A voting member of any committee whose jurisdiction includes compensation matters and who receives compensation, directly or indirectly, from the Foundation for services is precluded from voting on matters pertaining to that member's compensation.

c. No voting member of the Board or any committee whose jurisdiction includes compensation matters and who receives compensation, directly or indirectly, from the Foundation, either individually or collectively, is prohibited from providing information to any committee regarding compensation.

7. **Annual Statements**

Each director, principal officer and member of a committee with board delegated powers shall annually sign a statement which affirms such person:

a. Has received a copy of the conflicts of interest policy,

b. Has read and understands the policy,

c. Has agreed to comply with the policy, and

d. Understands the Foundation is charitable and in order to maintain its federal tax exemption it must engage primarily in activities which accomplish one or more of its tax-exempt purposes.

8. Periodic Reviews

To ensure the Foundation operates in a manner consistent with charitable purposes and does not engage in activities that could jeopardize its tax-exempt status, periodic reviews shall be conducted. The periodic reviews shall, at a minimum, include the following subjects:

a. Whether compensation arrangements and benefits are reasonable, based on competent survey information and the result of arm's length bargaining.

b. Whether partnerships, joint ventures, and arrangements with management organizations conform to the Foundation's written policies, are properly recorded, reflect reasonable investment or payments for goods and services, further charitable purposes and do not result in inurement, impermissible private benefit or in an excess benefit transaction.

9. Use of Outside Experts

When conducting the periodic reviews as provided for in Section 6.08, the Foundation may, but need not, use outside advisors. If outside experts are used, their use shall not relieve the Board of its responsibility for ensuring periodic reviews are conducted.

10. **Foundation Conflicts**

The Foundation acting through its officers and directors will make a good faith attempt to avoid conflicts of interest between the Foundation and Idaho State University and its Board, and will not, without approval of the Board of the Foundation, borrow funds from, or otherwise obligate Idaho State University.

11. Material Gifts

No director, trustee, officer, or staff member of the Foundation shall accept from any source any material gift or gratuity in excess of fifty dollars ($50.00) that is offered, or reasonably appears to be offered, because of the position held with the Foundation; nor shall an offer of a prohibited gift or gratuity be extended by such an individual on a similar basis.

Date of Board Approval: October 17, 2008

Person responsible for the periodic review of policy and submitting proposed revisions to the Board for approval: Board Chair

Date of Last Review

EXHIBIT "G"

Code of Ethics and Conduct

EXHIBIT G

Idaho State University Foundation

Policy II C Code of Ethical Conduct

1. **Personal and Professional Integrity**

   All staff (when used in this code, employees or staff members include staff either employed directly by the Foundation or on behalf of the Foundation by the University), board members, and volunteers of the Idaho State University Foundation act with honesty, integrity, and openness in all their dealings as representatives of the organization. The organization promotes a working environment that values respect, fairness, and integrity.

2. **Mission**

   The Idaho State University Foundation has a clearly stated mission and purpose, approved by the board, in pursuit of the public good. All of its programs support that mission and all who work for or on behalf of the organization understand and are loyal to that mission and purpose.

3. **Governance**

   The Idaho State University Foundation has an active governing body, the Board, which is responsible for setting the mission and strategic direction of the organization and oversight of the finances, operations, and policies of the Idaho State University Foundation. The Board

   a. Ensures that its members have the requisite skills and experience to carry out their duties and that all members understand and fulfill their governance duties acting for the benefit of the Idaho State University Foundation and its public purpose

   b. Has a conflict-of-interest policy that ensures that any conflicts of interest or the appearance thereof are avoided or appropriately managed through disclosure, recusal, or other means

   c. Has a statement of personal commitment that provides attestation to the commitment to the Idaho State University Foundation’s goals and values

   d. Ensures that the chief executive and appropriate staff provide the Board with timely and comprehensive information so that the Board can effectively carry out its duties

   e. Ensures that the Idaho State University Foundation conducts all transactions and dealings with integrity and honesty

f. Ensures that the Idaho State University Foundation promotes working relationships with Board Members, staff, volunteers, and program beneficiaries that are based on mutual respect, fairness, and openness

g. Ensures that the organization is fair and inclusive in its hiring and promotion policies and practices for all board, staff, and volunteer positions

h. Ensures that policies of the Idaho State University Foundation are in writing, clearly articulated, and officially adopted

i. Has an Audit Committee that is responsible for engaging independent auditors to perform an annual audit of the Idaho State University Foundation's financial statements. The audit committee also is responsible for overseeing the reliability of financial reporting, including the effectiveness of internal control over financial reporting, reviewing, and discussing the annual audited financial statements to determine whether they are complete and consistent with operational and other information known to the committee members, understanding significant risks and exposures and management's response to minimize the risks, and understanding the audit scope and approving audit and non–audit services

j. Ensures that the resources of the Idaho State University Foundation are responsibly and prudently managed

k. Ensures that the Idaho State University Foundation has the capacity to carry out its programs effectively

4. Responsible Stewardship

The Idaho State University Foundation manages its funds responsibly and prudently. This should include the following considerations:

a. Spends an adequate amount on administrative expenses to ensure effective accounting systems, internal controls, competent staff, and other expenditures critical to professional management

b. Intends that all who are entitled to receive compensation for the organization are, reasonably, fairly and appropriately compensated

c. Knows that solicitation of funds has reasonable fundraising costs, recognizing the variety of factors that affect fundraising costs

d. Does not accumulate operating funds excessively

e. Draws prudently from endowment funds consistent with donor intent and to support the public purpose of the Idaho State University Foundation

f. Ensures that all spending practices and policies are fair, reasonable, and appropriate to fulfill the mission of the Idaho State University Foundation

g. Ensures that all financial reports are factually accurate and complete in all material respects

h. Ensures compliance with laws and regulations

5. Openness and Disclosure

The Idaho State University Foundation provides comprehensive and timely information to all stakeholders and is responsive in a timely manner to reasonable requests for information. All information about the Idaho State University Foundation will fully and honestly reflect the policies and practices of the organization. Basic informational data about the Idaho State University Foundation, such as the Form 990, will be posted online or otherwise made available to the public. All solicitation materials accurately represent the Idaho State University Foundation's policies and practices and will reflect the dignity of program beneficiaries. All financial, organizational, and program reports will be complete and accurate in all material respects.

6. Legal Compliance

The Idaho State University Foundation will employ knowledgeable legal counsel that will help ensure that the organization is knowledgeable of, and complies with, laws and regulations**.**

7. Organizational Effectiveness

The Idaho State University Foundation is committed to improving its organizational effectiveness and develops mechanisms to promote learning from its activities. The Idaho State University Foundation is responsive to changes in its field of soliciting funds from private sources and managing endowments and is responsive to the needs of its constituencies.

8. Inclusiveness and Diversity

The Idaho State University Foundation has a policy of promoting inclusiveness. Its staff, board, and volunteers should reflect diversity in order to enrich its programmatic effectiveness. The Idaho State University Foundation takes meaningful steps to promote inclusiveness in its hiring, retention, promotion, board recruitment, and constituencies served.

9. Fundraising

When the Idaho State University Foundation solicits funds it uses material that is truthful about the organization. The Idaho State University Foundation respects the privacy concerns of individual donors and expends funds consistent with donor intent. The Idaho State University Foundation discloses important and relevant information to potential donors.

In raising funds from public and private sources, the Idaho State University Foundation will respect the rights of donors, as follows:

a. Donors will be informed of the mission of the Idaho State University Foundation, the way the resources will be used, and the University's capacity to use donations effectively for their intended purpose. Further, they will

   i. Be informed of the identity of those serving on the Idaho State University Foundation's governing board and to expect the board to exercise prudent judgment in its stewardship responsibilities

   ii. Have access to the Idaho State University Foundation's most recent financial reports

   iii. Be assured their gifts will be used for purposes for which they are given to the extent that such gifts are in compliance with University and Foundation policy.

   iv. Receive appropriate acknowledgment and recognition

   v. Be assured that information about their donations is handled with respect and with confidentiality to the extent provided by law

   vi. Be approached in a professional manner

   vii. Be informed whether those seeking donations are volunteers, employees of Idaho State University or of the Foundation, or hired solicitors

   viii. Have the opportunity for their names to be deleted from mailing lists that the Idaho State University Foundation may intend to share

   ix. Be encouraged to ask questions when making a donation and to receive prompt, truthful, and forthright answers.

10. Reporting Responsibility

It is the responsibility of all directors, officers, and employees to comply with the code of ethical conduct and to report violations or suspected violations to the Chair of the Audit Committee or the general counsel of the organization. The person receiving the report will notify the sender and acknowledge receipt of the reported violation or suspected violation within five business days, unless the submission of the violation is anonymous. All reports will be promptly investigated and appropriate corrective action will be taken if warranted by the investigation.

Date of Board Approval: October 17, 2008

Person responsible for the periodic review of policy and submitting proposed revisions to the Board for approval: Board Chair

Date of Last Review

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UNIVERSITY OF IDAHO

SUBJECT

Authorization for Issuance of Bonds.

REFERENCE

December 2002	Authorization to issue Adjustable Rate General Revenue Refunding Bonds Series 2003. Business Affairs and Human Resources Agenda, Section I, Item No. 3, page 73 of the approved minutes.
June 2010	Capital Project Authorization Request, Dan O'Brien Outdoor Track and Field Complex Renovation and Improvements. Business Affairs and Human Resources Agenda, Section II,, Item No. 8, page 1 of the approved minutes.
November 2012	Approval of Acquisition of McCall Campus Site. Business Affairs and Human Resources Agenda, Section II, Item No. 1, page 1 of the approved minutes.

APPLICABLE STATUTE, RULE, OR POLICY

Idaho State Board of Education Governing Policies & Procedures, Section V.B.10., V.F.
Section 33-3804, Idaho Code

BACKGROUND/DISCUSSION

Overview of proposed bonds

The University proposes issuing two series of bonds as follows:

- Tax Exempt Bond (Series 2013A): to a) refund outstanding bonds from 2003, b) refinance existing bank loan for improvements to the Track and Field Complex, and c) fund three exterior Capital Improvement Projects;
- Taxable Bond (Series 2013B): to reimburse University reserves used to fund the McCall Outdoor Science Center property acquisition.

Series 2013A Refunding and General Revenue Projects

Series 2013A Bonds to be used to refund all of the outstanding University's Student Fee Refunding and Revenue Bonds, Series 2003 in the aggregate principal amount of $5,545,000, to pay off the 2010 Track and Field Complex loan from Wells Fargo Bank, N.A. currently outstanding in the aggregate principal amount of $1,792,913 and to fund three exterior capital improvement projects: Campus Entry Signage, General Campus Signage, and Pedestrian Crossings in the total amount of $1,800,000.

Series 2013B General Revenue Project
Taxable Series 2013B Bonds to be used to reimburse University reserves used to fund the McCall Outdoor Science Center Property Acquisition in the amount of $6,250,000

2013 Supplemental Resolution
The 2013 Supplemental Resolution authorizes issuance of the Series 2013A, and Series 2013B Bonds for the purposes outlined above.

The 2013 Supplemental Resolution also authorizes an Escrow Agreement with respect to the Series 2013A Bonds (the "**Series 2013A Escrow Agreement**") with Wells Fargo Bank, N.A., as Escrow Agent (the "**Escrow Agent**"). The 2013 Supplemental Resolution and the Series 2013 Escrow Agreement provide for the purchase of direct obligations of the United States to be deposited along with an existing cash balance of up to $5,700,000 into an escrow account (the "**Series 2013 Escrow Account**") to pay the current interest and redemption price on the Series 2003 Bonds upon call for redemption on their first call date.

Rate, Maturities Security and Ratings

- Interest rates will be determined at pricing; however, the bond market is currently in a very favorable position for these issuances.
- The 2013 bond series will be fixed rate to maturity. Specific maturities are as follows:
    - a) Series 2013A Maturities
        1. Maturity: refund Series 2003 (Match-maturity from Series 2003) – April 1, 2022;
        2. Maturity: refinance Track & Field Complex Loan – April 1, 2019;
        3. Maturity – three Exterior Capital Improvements – April 1, 2033;
    - b) Series 2013B Maturity: McCall Outdoor Science Center Property Acquisition – April 1, 2033

- All bond series will be issued as part of the General Revenue Bond System and secured by pledged revenues to include student fees, sales and service revenues from auxiliary enterprises and educational activities, revenues received for facility and administrative cost recovery in conjunction with grants and contracts, various miscellaneous revenues, and certain investment income.
- Moody’s Investors Service and Standard & Poor’s each have affirmed UI’s ratings of “Aa3” and “A+” respectively with stable outlook.

Projects to be Financed (Capital Improvements)

Campus Entry Signage

Upgrade all three campus entries on Highway 8: Line Street, Stadium Drive, and Perimeter Drive. The project will include construction of brick-clad entry monuments with signage and the extension of campus amenities such as landscaping, irrigation, hardscape, lighting, and associated pedestrian scale enhancements.

General Campus Signage

In accordance with the signage master plan, the University has been installing new campus signage on a phased, incremental approach since 2010. Additional work remaining to be completed on the main campus includes more building identification signage, pedestrian wayfinding, campus directory maps, and parking lot signage.

Pedestrian Crossings

Traffic calming measures emerging from the Transportation Plan in 2011 identified high priority projects to two key pedestrian crossings of public streets passing through campus. Sixth Street bisects the main north-south pedestrian corridor of campus linking academic programs to the undergraduate housing and student recreation complex and Deakin Street, where north-south auto traffic conflicts with substantial east-west pedestrian crossings.

See Attachment 10 for full details of capital improvement projects.

IMPACT

The proposed project(s) to be financed are necessary for the proper operation of the institution and economically feasible. The University now has the opportunity to lock in today’s low rates to fix the current rate on the Series 2003 bonds for an upfront savings of approximately $400,000 to $500,000 while still maintaining the same principle maturity. Refunding now would reduce the interest rate. The current interest rate market suggests the University could acquire an effective coupon rate of approximately 3.25% vs. the current annual installments increasing periodically from 4.00% to 5.25%.

The University seeks to refinance the current $1,792,913 million debt to Wells Fargo Bank in light of the favorable interest rate market.

The University used internal reserves to initially fund the McCall property purchase price and acquisition costs, and seeks to reimburse its reserves from this bond issuance. The savings to the University from eliminating the current lease rate of approximately $250,000 per year will offset the future debt service.

The University’s ten year debt projections (Attachment 1) shows the projected debt service needs and the projected debt service sources with respect to the proposed bonds.

ATTACHMENTS

STAFF COMMENTS AND RECOMMENDATIONS

Board approval of this bond issuance would bring UI’s total projected annual debt service to approximately $12.8M in FY 2014. UI’s current debt service as a percent of operating budget is 3.53%. Refunding savings from the 2013A issuance are reflected in total debt service amounts, so this bond issuance would decrease that ratio to 3.43%. The Board has informally considered 8% as a debt service ceiling.

The Escrow Agreement is necessary because UI will not be able to completely redeem existing 2003 bonds at the time of the sale in May since the investors in the 2003 bonds being refunded have the right to earn interest on those bonds until the first bond optional redemption date which is October 1, 2013. The Bond Trustee, Wells Fargo, will hold money in escrow until these bonds become eligible for redemption.

As part of this issuance, the University also stands to benefit from the refinancing of an outstanding bond issue and a bank loan.

Debt projection revenue assumptions include:

1. U.S. subsidy payments are reduced for FY 2013 and FY 2014 according to Federal sequestration of 8.7% reduction for 4/1/2013 payment and 5.1% reduction for 10/1/2013 and 4/1/2014 payments.
2. 2% growth in annual operating budget
3. 2% growth rate for student facility fee revenue
4. Rates and Maturities: Series A (non-taxable): 2.41%; refinance for track loan 7 years; refinance for 2003 bond series for 10 years; other improvements 20 years. Series B (taxable): 3.97% for 20 years

Staff cannot make a recommendation due to outstanding pending information.

BOARD ACTION

I move to approve the request by the University of Idaho for a Supplemental Resolution for issuance of the Series 2013A, and 2013B bonds, (included in this approval is the Board's finding that the projects to be financed thereby are necessary for the proper operation of the University of Idaho and economically feasible), the title of which is as follows:

A SUPPLEMENTAL RESOLUTION of the Regents of the University of Idaho authorizing the issuance and sale of (i) General Revenue and Refunding Bonds, Series 2013A, in the principal amount of up to $10,500,000 (the "Series 2013A Bonds"), and (ii) Taxable General Revenue Bonds, Series 2013B, in the principal amount of up to $7,000,000 (the "Series 2013B Bonds" and together with the Series 2013A Bonds, the "Series 2013 Bonds"), authorizing the execution and delivery of a Bond Purchase Agreement, Escrow Agreement, Continuing Disclosure Agreement, and other documents, and providing for other matters relating to the authorization, issuance, sale and payment of the Series 2013 Bonds.

Moved by __________ Seconded by __________ Carried Yes _____ No _____

(Roll Call Vote Required)

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ATTACHMENT 1

University of Idaho
10 Year Debt Projection
March 7, 2013

#		Cost	Est Debt Financed	Terms	FY2013 Est	FY2014 Est	FY2015 Est	FY2016 Est	FY2017 Est	FY2018 Est	FY2019 Est	FY2020 Est	FY2021 Est	FY2022 Est	FY2023 Est	FY2024 Est
1	**Potential Projects**															
2	**Integrated Research and Innovation Center**	$48,000,000	$43,000,000	(Note 1)	$0	$0	$2,439,000	$2,439,000	$2,439,000	$2,439,000	$2,439,000	$4,851,000	$4,851,000	$4,851,000	$4,851,000	$4,851,000
3	**Projected New Debt Financing**	$48,000,000	$43,000,000		$0	$0	$2,439,000	$2,439,000	$2,439,000	$2,439,000	$2,439,000	$4,851,000	$4,851,000	$4,851,000	$4,851,000	$4,851,000
4	**Beginning Facilities Fee Reserve**				$2,148,000	$3,285,268	$4,674,945	$5,064,453	$5,548,494	$7,290,952	$9,235,182	$11,318,666	$11,980,833	$12,863,773	$14,760,509	$16,734,300
5	**Operating transfers for debt service**				$6,491,000	$6,422,000	$8,370,000	$8,294,000	$7,101,000	$7,126,000	$7,126,000	$7,106,000	$7,131,000	$7,131,000	$7,131,000	$7,131,000
6	**Student Facility Fee (SFF) Revenue**				$7,600,000	$7,752,000	$7,907,000	$8,065,000	$8,226,000	$8,391,000	$8,559,000	$8,730,000	$8,905,000	$9,083,000	$9,265,000	$9,450,000
7	**U.S. subsidy payment for Series 2010C Build America Bonds**				$284,781	$290,140	$297,732	$297,732	$297,732	$297,732	$297,732	$297,732	$297,732	$297,732	$297,732	$297,732
8	**Available for Debt Service Payments**				$16,523,781	$17,749,408	$21,249,677	$21,721,186	$21,173,226	$23,105,685	$25,217,914	$27,452,399	$28,314,565	$29,375,506	$31,454,242	$33,613,033
9	**Existing Project Debt Service**				$13,238,514	$11,276,502	$11,507,089	$11,487,227	$10,053,227	$10,041,089	$10,073,639	$9,549,189	$9,536,314	$9,159,952	$9,281,677	$9,273,727
10	**2013A Issue (Tax Exempt)**				$0	$1,363,025	$1,780,250	$1,789,850	$931,650	$930,950	$926,950	$612,350	$606,150	$144,350	$126,200	$123,500
11	**2013B Issue (Tax Exempt)**				$0	$434,936	$458,885	$456,615	$458,397	$459,464	$459,659	$459,027	$457,328	$459,695	$461,065	$456,837
12	**New Projected Debt Service (FY15-FY24)**				$0	$0	$2,439,000	$2,439,000	$2,439,000	$2,439,000	$2,439,000	$4,851,000	$4,851,000	$4,851,000	$4,851,000	$4,851,000
13	**Total Projected Debt Service**				$13,238,514	$13,074,463	$16,185,224	$16,172,692	$13,882,274	$13,870,503	$13,899,248	$15,471,566	$15,450,792	$14,614,997	$14,719,941	$14,705,063
14	**Net Annual Change - Revenue Resources Less Projected Debt Service**				$3,285,268	$4,674,945	$5,064,453	$5,548,494	$7,290,952	$9,235,182	$11,318,666	$11,980,833	$12,863,773	$14,760,509	$16,734,300	$18,907,970
15	**Operating Budget**				$366,201,091	$372,801,502	$379,943,089	$387,191,227	$394,579,227	$402,166,089	$409,942,639	$417,825,189	$425,886,314	$433,732,952	$442,140,677	$450,700,727
16	**Debt Service as % of Operating Budget *(excluding impact of U.S. subsidy paymen***				3.62%	3.51%	4.26%	4.18%	3.52%	3.45%	3.39%	3.70%	3.63%	3.37%	3.33%	3.26%
17	**Debt Service as % of Operating Budget *(including impact of U.S. subsidy paymen***				3.54%	3.43%	4.18%	4.10%	3.44%	3.37%	3.32%	3.63%	3.56%	3.30%	3.26%	3.20%

18 **Notes and Assumptions:**

19 **1. Assumes $30 million is financed for 30 years at 5.0% interest rate and $13 million is financed for 10 years at 3.75% interest rate with an initial five year interest only period. Both tranches assume mortgage style amortization.**

20 **2. Assuming 2.00% growth rate for Student Facility Fee (SFF) Revenue.**

21 **3. Average annual operating budget assumes 2.00% growth through 2024.**

22 **4. Operating budget does not include student loans, but does include gross bond interest prior to impact of U.S. subsidy payment on Build Amercia Bonds.**

23 **5. Student enromment growth of 2% assumed.**

24 **6. U.S. Subsidy payments are reduced for FY 2013 and FY 2014 according to Federal Sequestration of 8.7% reduction for 4/1/2013 payment and 5.1% reduction for 10/1/2013 and 4/1/2014 payments.**

THE REGENTS OF THE UNIVERSITY OF IDAHO
(University of Idaho)
Series 2013 A&B

ATTACHMENT 2

SUMMARY DEBT PROJECTIONS

	Outstanding Bonds *					Series 2013A (Tax Exempt)			Series 2013B (Taxable)			Total		
Fiscal Year	Principal	Interest	US Subsidy	Net Interest	Net Annual Debt Service	Principal	Interest	Net Annual Debt Service	Principal	Interest	Net Annual Debt Service	Principal	Interest	Net Annual Debt Service
4/1/2013	4,955,000.00	7,739,176.50	(297,732.40)	7,441,444.10	12,396,444.10	-	-	-	-	-	-	4,955,000.00	7,441,444.10	12,396,444.10
4/1/2014	4,040,000.00	7,236,501.50	(297,732.40)	6,938,769.10	10,978,769.10	1,100,000.00	263,025.00	1,363,025.00	250,000.00	184,936.46	434,936.46	5,390,000.00	7,386,730.56	12,776,730.56
4/1/2015	4,440,000.00	7,067,089.00	(297,732.40)	6,769,356.60	11,209,356.60	1,510,000.00	270,250.00	1,780,250.00	255,000.00	203,884.96	458,884.96	6,205,000.00	7,243,491.56	13,448,491.56
4/1/2016	4,630,000.00	6,857,226.50	(297,732.40)	6,559,494.10	11,189,494.10	1,580,000.00	209,850.00	1,789,850.00	255,000.00	201,615.46	456,615.46	6,465,000.00	6,970,959.56	13,435,959.56
4/1/2017	3,415,000.00	6,638,226.50	(297,732.40)	6,340,494.10	9,755,494.10	785,000.00	146,650.00	931,650.00	260,000.00	198,397.36	458,397.36	4,460,000.00	6,685,541.46	11,145,541.46
4/1/2018	3,575,000.00	6,466,089.00	(297,732.40)	6,168,356.60	9,743,356.60	800,000.00	130,950.00	930,950.00	265,000.00	194,463.56	459,463.56	4,640,000.00	6,493,770.16	11,133,770.16
4/1/2019	3,745,000.00	6,328,639.00	(297,732.40)	6,030,906.60	9,775,906.60	820,000.00	106,950.00	926,950.00	270,000.00	189,659.10	459,659.10	4,835,000.00	6,327,515.70	11,162,515.70
4/1/2020	3,410,000.00	6,139,189.00	(297,732.40)	5,841,456.60	9,251,456.60	530,000.00	82,350.00	612,350.00	275,000.00	184,026.90	459,026.90	4,215,000.00	6,107,833.50	10,322,833.50
4/1/2021	3,570,000.00	5,966,314.00	(297,732.40)	5,668,581.60	9,238,581.60	545,000.00	61,150.00	606,150.00	280,000.00	177,327.90	457,327.90	4,395,000.00	5,907,059.50	10,302,059.50
4/1/2022	3,745,000.00	5,414,951.50	(297,732.40)	5,117,219.10	8,862,219.10	105,000.00	39,350.00	144,350.00	290,000.00	169,695.10	459,695.10	4,140,000.00	5,326,264.20	9,466,264.20
4/1/2023	4,025,000.00	5,256,676.50	(297,732.40)	4,958,944.10	8,983,944.10	90,000.00	36,200.00	126,200.00	300,000.00	161,064.70	461,064.70	4,415,000.00	5,156,208.80	9,571,208.80
4/1/2024	4,195,000.00	5,078,726.50	(297,732.40)	4,780,994.10	8,975,994.10	90,000.00	33,500.00	123,500.00	305,000.00	151,836.70	456,836.70	4,590,000.00	4,966,330.80	9,556,330.80
4/1/2025	4,375,000.00	4,891,326.50	(297,732.40)	4,593,594.10	8,968,594.10	95,000.00	29,900.00	124,900.00	315,000.00	141,692.40	456,692.40	4,785,000.00	4,765,186.50	9,550,186.50
4/1/2026	4,565,000.00	4,695,832.76	(297,732.40)	4,398,100.36	8,963,100.36	95,000.00	27,050.00	122,050.00	330,000.00	130,585.50	460,585.50	4,990,000.00	4,555,735.86	9,545,735.86
4/1/2027	4,550,000.00	4,491,789.00	(297,732.40)	4,194,056.60	8,744,056.60	100,000.00	24,200.00	124,200.00	340,000.00	118,289.70	458,289.70	4,990,000.00	4,336,546.30	9,326,546.30
4/1/2028	4,755,000.00	4,282,114.00	(297,732.40)	3,984,381.60	8,739,381.60	100,000.00	21,200.00	121,200.00	355,000.00	104,941.30	459,941.30	5,210,000.00	4,110,522.90	9,320,522.90
4/1/2029	4,970,000.00	4,062,989.00	(297,732.40)	3,765,256.60	8,735,256.60	105,000.00	18,200.00	123,200.00	370,000.00	90,294.00	460,294.00	5,445,000.00	3,873,750.60	9,318,750.60
4/1/2030	5,195,000.00	3,839,339.00	(297,732.40)	3,541,606.60	8,736,606.60	110,000.00	14,787.50	124,787.50	385,000.00	73,755.00	458,755.00	5,690,000.00	3,630,149.10	9,320,149.10
4/1/2031	5,420,000.00	3,605,564.00	(297,732.40)	3,307,831.60	8,727,831.60	110,000.00	11,212.50	121,212.50	405,000.00	56,545.50	461,545.50	5,935,000.00	3,375,589.60	9,310,589.60
4/1/2032	5,675,000.00	3,355,739.00	(297,732.40)	3,058,006.60	8,733,006.60	115,000.00	7,637.50	122,637.50	420,000.00	38,442.00	458,442.00	6,210,000.00	3,104,086.10	9,314,086.10
4/1/2033	5,750,000.00	3,094,139.00	(297,732.40)	2,796,406.60	8,546,406.60	120,000.00	3,900.00	123,900.00	440,000.00	19,668.00	459,668.00	6,310,000.00	2,819,974.60	9,129,974.60
4/1/2034	6,030,000.00	2,813,885.00	(272,566.00)	2,541,319.00	8,571,319.00	-	-	-	-	-	-	6,030,000.00	2,541,319.00	8,571,319.00
4/1/2035	6,320,000.00	2,519,495.00	(245,602.00)	2,273,893.00	8,593,893.00	-	-	-	-	-	-	6,320,000.00	2,273,893.00	8,593,893.00
4/1/2036	6,625,000.00	2,210,711.00	(217,065.10)	1,993,645.90	8,618,645.90	-	-	-	-	-	-	6,625,000.00	1,993,645.90	8,618,645.90
4/1/2037	6,950,000.00	1,886,570.00	(186,618.24)	1,699,951.76	8,649,951.76	-	-	-	-	-	-	6,950,000.00	1,699,951.76	8,649,951.76
4/1/2038	7,285,000.00	1,546,076.00	(154,149.10)	1,391,926.90	8,676,926.90	-	-	-	-	-	-	7,285,000.00	1,391,926.90	8,676,926.90
4/1/2039	7,640,000.00	1,187,345.00	(119,234.50)	1,068,110.50	8,708,110.50	-	-	-	-	-	-	7,640,000.00	1,068,110.50	8,708,110.50
4/1/2040	8,005,000.00	810,619.00	(82,037.90)	728,581.10	8,733,581.10	-	-	-	-	-	-	8,005,000.00	728,581.10	8,733,581.10
4/1/2041	8,395,000.00	415,549.00	(42,673.40)	372,875.60	8,767,875.60	-	-	-	-	-	-	8,395,000.00	372,875.60	8,767,875.60
4/1/2042	-	-	-	-	-	-	-	-	-	-	-	-	-	-
4/1/2043	-	-	-	-	-	-	-	-	-	-	-	-	-	-
4/1/2044	-	-	-	-	-	-	-	-	-	-	-	-	-	-
	150,250,000.00	125,897,887.76	(7,572,326.64)	118,325,561.12	268,575,561.12	8,905,000.00	1,538,312.50	10,443,312.50	6,365,000.00	2,791,121.60	9,156,121.60	165,520,000.00	122,654,995.22	288,174,995.22

** Does not include the Series 2003 Bonds which are expected to be refunded with Series 2013A Bonds*

PRELIMINARY OFFICIAL STATEMENT DATED APRIL __, 2013

NEW ISSUE – BOOK ENTRY ONLY

RATINGS: S&P: ["A+"]
Moody's: ["Aa3"]
See "RATINGS" herein

*In the opinion of Skinner Fawcett LLP, LLP Boise, Idaho and Ballard Spahr LLP, Salt Lake City, Utah, as Co-Bond Counsel to the Regents of the University of Idaho (the "**Regents**"), interest on the Series 2013A Bonds is excludable from gross income for purposes of federal income tax, assuming continuing compliance with the requirements of the federal tax laws. Interest on the Series 2013A Bonds is not a preference item for purposes of either individual or corporate federal alternative minimum tax; however, interest paid to corporate holders of the Series 2013A Bonds may be indirectly subject to alternative minimum tax under certain circumstance. Interest on the Taxable Series 2013B Bonds is **not** excludable from gross income for federal income tax purposes. See "TAX MATTERS" herein.*

[LOGO]

THE REGENTS OF THE UNIVERSITY OF IDAHO

$__________	**$__________**
General Revenue and Refunding Bonds	**Taxable General Revenue Bonds**
Series 2013A	**Series 2013B**

Dated: Date of Delivery as described herein

Due: April 1, as shown on the inside cover page

Denominations: $5,000 and integral multiples thereof as described herein.

Registration/Book-Entry: The Regents of the University of Idaho General Revenue and Refunding Bonds, Series 2013A (the "**Series 2013A Bonds**") and the Taxable General Revenue Bonds, Series 2013B (the "**Taxable Series 2013B Bonds**" and, together with the Series 2013A Bonds, the "**Series 2013 Bonds**") are issued as fully registered bonds and, when delivered, will be registered in the name of Cede & Co., as nominee of the Depository Trust Company, New York, New York ("**DTC**"). DTC will act as securities depository for the Series 2013 Bonds. Beneficial Owners of the Series 2013 Bonds will not receive physical bonds, but will receive a credit balance on the books of the nominees of such purchasers. The Series 2013A Bonds are also referred to herein as the "**Tax-Exempt Bonds**."

Interest Rates With Respect to the Series 2013 Bonds: The Series 2013 Bonds will bear interest at the fixed rates and mature, subject to prior redemption, as shown on the inside cover page of this Official Statement. The interest on the Series 2013 Bonds will be payable on each April 1 and October 1, commencing October 1, 2013. Interest on the Series 2013 Bonds shall be computed upon the basis of a 360-day year, consisting of twelve 30-day months.

Payment: Principal, premium, if any, and interest due with respect to the Series 2013 Bonds will be payable by Wells Fargo Bank, N.A., as Trustee (the "**Trustee**"), to DTC, which will, in turn, remit such principal, premium, if any, and interest due with respect to the Series 2013 Bonds.

MATURITY SCHEDULES ON INSIDE COVER

Redemption: The Series 2013 Bonds are subject to optional redemption prior to their respective maturities under certain circumstances as described herein. **[**The Series 2013 Bonds are also subject to mandatory sinking fund redemption prior to maturity as described herein.**]**

Authority: Article IX, Section 10 of the Constitution of the State of Idaho confirmed the Regents as the governing body for the University of Idaho (the "**University**"). Under Idaho law, the Regents are a body politic and corporate of the State of Idaho. The Series 2013 Bonds are being issued as "Additional Bonds" pursuant to a Resolution adopted by the Regents on November 22, 1991, providing for the issuance of revenue bonds (the "**Original Resolution**"). The Original Resolution provided for the issuance of an initial series of facility revenue bonds and authorized the issuance of additional series of revenue bonds pursuant to Supplemental Resolutions, if certain conditions are met. The Series 2013 Bonds are being issued under a supplemental resolution (the "**2013 Supplemental Resolution**") adopted by the Regents on [April 18, 2013.] The Original Resolution, as previously restated, amended and supplemented, and as amended and supplemented by the 2013 Supplemental Resolution, is referred to herein as the "**Resolution**." The revenue bonds issued pursuant to the Resolution, including the Series 2013 Bonds, are referred to herein as the "**Bonds**."

Purposes: The Series 2013 Bonds are being issued to finance and reimburse the University of Idaho (the "**University**") for the price and the acquisition costs of the McCall Outdoor Science Center, finance three capital improvement projects for the University, to provide funds to refund all of the outstanding Series 2003 Bonds issued by the Regents under the Resolution (the "**Series 2003 Bonds**"), to pay off a loan incurred in 2010 by the University (the "**2010 Loan**") and to pay costs of issuance associated with the Series 2013 Bonds.

Security: The Series 2013 Bonds are being issued as part of the General Revenue Bond System created by the Regents in 2005 and are secured by "**Pledged Revenues**" as defined herein. The lien of the Series 2013 Bonds on the Pledged Revenues is on a parity with the lien thereon of Bonds previously issued by the Regents under the Resolution which, following the delivery of the Series 2013 Bonds, refunding of the Series 2003 Bonds and pay off of the 2010 Loan, are expected to be Outstanding as of _______ __, 2013 in the aggregate principal amount of $__________. The Pledged Revenues include tuition and student fees, sales and service revenues from auxiliary enterprises and educational activities, revenues received for facility and administrative cost recovery in conjunction with grants and contracts, various miscellaneous revenues, and certain investment income. **The Series 2013 Bonds are limited obligations of the Regents and do not constitute a debt or liability of the State of Idaho, its Legislature, or any of its political subdivisions or agencies other than the Regents to the extent herein described. The Regents are not authorized to levy or collect any taxes or assessments other than the fees described herein to pay the Series 2013 Bonds. The Regents have no taxing power.**

Legal Matters: The Series 2013 Bonds are offered when, as and if issued and accepted by the Underwriter, subject to prior sale and to the delivery of approving opinion by Skinner Fawcett LLP, Boise, Idaho and Ballard Spahr LLP, Salt Lake City, Utah, as Co-Bond Counsel, and to other conditions. Certain legal matters will be passed upon for the Regents and the University by the University's Counsel, Kent E. Nelson, Esq., Moscow, Idaho; and for the Underwriter by Hogan Lovells US LLP, Denver, Colorado. It is expected that the Series 2013 Bonds will be available for delivery on or about _______ __, 2013.

GEORGE K. BAUM & COMPANY

Dated: ___________ __, 2013

* Preliminary, subject to change.

MATURITIES, PRINCIPAL AMOUNTS,
INTEREST RATES, YIELDS AND PRICES

$____________*

THE REGENTS OF THE UNIVERSITY OF IDAHO
General Revenue and Refunding Bonds, Series 2013A

Maturity Date (April 1)	Principal Amount	Interest Rate	Yield	Price	CUSIP†

$____________*

THE REGENTS OF THE UNIVERSITY OF IDAHO
Taxable General Revenue Bonds, Series 2013B

Maturity Date (April 1)	Principal Amount	Interest Rate	Yield	Price	CUSIP†

† The Regents take no responsibility for the accuracy of the CUSIP numbers, which are being provided solely for the convenience of the owners of the Series 2013 Bonds.
* Preliminary, subject to change.

NO DEALER, BROKER, SALESPERSON OR OTHER PERSON HAS BEEN AUTHORIZED BY THE REGENTS OR BY THE UNDERWRITER TO GIVE ANY INFORMATION OR TO MAKE ANY REPRESENTATIONS, OTHER THAN AS CONTAINED IN THIS OFFICIAL STATEMENT, AND IF GIVEN OR MADE, SUCH OTHER INFORMATION OR REPRESENTATIONS MUST NOT BE RELIED UPON AS HAVING BEEN AUTHORIZED BY THE REGENTS OR BY THE UNDERWRITER. THIS OFFICIAL STATEMENT DOES NOT CONSTITUTE AN OFFER TO SELL OR THE SOLICITATION OF AN OFFER TO BUY THE SERIES 2013 BONDS, NOR SHALL THERE BE ANY SALE OF THE SERIES 2013 BONDS BY ANY PERSON IN ANY JURISDICTION IN WHICH IT IS UNLAWFUL FOR SUCH PERSONS TO MAKE SUCH OFFER, SOLICITATION OR SALE.

THE INFORMATION SET FORTH HEREIN HAS BEEN FURNISHED BY THE REGENTS, THE UNIVERSITY, DTC, AND CERTAIN OTHER SOURCES THAT ARE BELIEVED TO BE RELIABLE BUT IS NOT GUARANTEED AS TO ACCURACY OR COMPLETENESS BY, AND IS NOT TO BE CONSTRUED AS A REPRESENTATION BY, THE UNDERWRITER. THE INFORMATION AND EXPRESSIONS OF OPINION CONTAINED HEREIN ARE SUBJECT TO CHANGE WITHOUT NOTICE. THE DELIVERY OF THIS OFFICIAL STATEMENT AND ANY SALE MADE HEREUNDER WILL NOT, UNDER ANY CIRCUMSTANCES, CREATE AN IMPLICATION THAT THERE HAS BEEN NO CHANGE IN THE AFFAIRS OF THE REGENTS OR THE UNIVERSITY SINCE THE DATE HEREOF. ANY STATEMENTS MADE IN THIS OFFICIAL STATEMENT INVOLVING MATTERS OF OPINION OR ESTIMATES, WHETHER OR NOT SO EXPRESSLY STATED, ARE SET FORTH AS SUCH AND NOT AS REPRESENTATIONS OF FACT OR REPRESENTATIONS THAT ESTIMATES WILL BE REALIZED.

IN CONNECTION WITH THIS OFFERING, THE UNDERWRITER MAY OVER ALLOT OR EFFECT TRANSACTIONS THAT STABILIZE OR MAINTAIN THE MARKET PRICE OF THE SERIES 2013 BONDS AT LEVELS ABOVE THAT WHICH MIGHT OTHERWISE PREVAIL IN THE OPEN MARKET. SUCH STABILIZATION, IF COMMENCED, MAY BE DISCONTINUED AT ANY TIME.

THIS OFFICIAL STATEMENT IS NOT TO BE CONSTRUED AS A CONTRACT WITH THE PURCHASERS OF THE SERIES 2013 BONDS.

THE UNDERWRITER HAS INCLUDED THE FOLLOWING SENTENCE FOR INCLUSION IN THIS OFFICIAL STATEMENT. THE UNDERWRITER HAS REVIEWED THE INFORMATION IN THIS OFFICIAL STATEMENT IN ACCORDANCE WITH, AND AS PART OF, ITS RESPONSIBILITIES TO INVESTORS UNDER THE FEDERAL SECURITIES LAWS AS APPLIED TO THE FACTS AND CIRCUMSTANCES OF THIS TRANSACTION, BUT THE UNDERWRITER DOES NOT GUARANTEE THE ACCURACY OR COMPLETENESS OF SUCH INFORMATION.

THE SERIES 2013 BONDS HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, IN RELIANCE UPON A SPECIFIC EXEMPTION CONTAINED IN SUCH ACT, NOR HAVE THEY BEEN REGISTERED UNDER THE SECURITIES LAWS OF ANY STATE.

CAUTIONARY STATEMENTS REGARDING

PROJECTIONS, ESTIMATES AND OTHER

FORWARD-LOOKING STATEMENTS IN

THIS OFFICIAL STATEMENT

THIS OFFICIAL STATEMENT, INCLUDING BUT NOT LIMITED TO THE MATERIAL SET FORTH UNDER THE CAPTIONS "PLAN OF FINANCE" AND "PRO FORMA AND HISTORICAL PLEDGED REVENUES," CONTAINS STATEMENTS RELATING TO FUTURE RESULTS THAT ARE "FORWARD-LOOKING STATEMENTS." WHEN USED IN THIS OFFICIAL STATEMENT, THE WORDS "ESTIMATES," "INTENDS," "EXPECTS," "BELIEVES," "ANTICIPATES," "PLANS," AND SIMILAR EXPRESSIONS IDENTIFY FORWARD-LOOKING STATEMENTS. ANY FORWARD-LOOKING STATEMENT IS SUBJECT TO RISKS AND UNCERTAINTIES THAT COULD CAUSE ACTUAL RESULTS TO DIFFER MATERIALLY FROM THOSE CONTEMPLATED IN SUCH FORWARD-LOOKING STATEMENTS. INEVITABLY, SOME ASSUMPTIONS USED TO DEVELOP THE FORWARD-LOOKING STATEMENTS WILL NOT BE REALIZED AND UNANTICIPATED EVENTS AND CIRCUMSTANCES WILL OCCUR. THEREFORE, IT CAN BE EXPECTED THAT THERE WILL BE DIFFERENCES BETWEEN FORWARD-LOOKING STATEMENTS AND ACTUAL RESULTS, AND THOSE DIFFERENCES MAY BE MATERIAL. THE REGENTS DO NOT PLAN TO ISSUE ANY UPDATES OR REVISIONS TO THOSE FORWARD-LOOKING STATEMENTS IF OR WHEN ITS EXPECTATIONS CHANGE OR EVENTS, CONDITIONS OR CIRCUMSTANCES ON WHICH THESE STATEMENTS ARE BASED OCCUR.

THE REGENTS OF THE UNIVERSITY OF IDAHO

AND

THE STATE BOARD OF EDUCATION

Finance and Administration
Administration Building, Room 211
Moscow, Idaho 83844-3166
(208) 885-6530

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OFFICIAL STATEMENT

THE REGENTS OF THE UNIVERSITY OF IDAHO

$___________*	$__________*
General Revenue and Refunding Bonds Series 2013A	**Taxable General Revenue Bonds Series 2013B**

INTRODUCTION

This Official Statement, which includes the front cover page, inside cover page, and the Appendices hereto, provides certain information in connection with the offer and sale by the Regents of the University of Idaho (the "**Regents**") of their General Revenue and Refunding Bonds, Series 2013A (the "**Series 2013A Bonds**") and Taxable General Revenue Bonds, Series 2013B (the "**Taxable Series 2013B Bonds**"). Collectively, the Series 2013A Bonds and the Series 2013B Bonds are referred to herein as the "**Series 2013 Bonds**."

The Series 2013 Bonds are being issued pursuant to the supplemental resolution (the "**2013 Supplemental Resolution**") adopted by the Regents on [April 18, 2013]. The Series 2013 Bonds are being issued as "Additional Bonds" under a bond resolution adopted November 22, 1991 (the "**Original Resolution**"). The Original Resolution, together with the 2013 Supplemental Resolution and previous supplemental resolutions amending, supplementing and restating the Original Resolution and authorizing the issuance of Additional Bonds, are referred to collectively herein as the "**Resolution**," and the Series 2013 Bonds together with all other bonds heretofore or hereafter issued under the Resolution are referred to collectively herein as the "**Bonds**." See "THE SERIES 2013 BONDS." Capitalized terms not otherwise defined shall have the meaning assigned in the Resolution.

*This introduction is not a summary of this Official Statement. It is only a summary description of and guide to, and is qualified by, more complete and detailed information contained in, the entire Official Statement, including the cover page, inside cover page, and appendices hereto, and the documents summarized or described herein. A full review should be made of the entire Official Statement. The offering of the Series 2013 Bonds to potential investors is made only by means of the entire Official Statement. See **Appendix C** for definitions of certain words and terms used herein. See **Appendix D** for a summary of the Resolution.*

The Regents and the University of Idaho

A comprehensive land-grant institution, the University of Idaho (the "**University**") is the State of Idaho's (the "**State**") oldest institution of higher learning. Its main campus is located in Moscow, Idaho. With an enrollment of approximately 12,420 full and part–time students, the University has been charged with primary responsibility in the State for advanced research and graduate education. The University was established in Moscow in 1889 by the Territorial Legislature, and provisions of the University's Charter as a territorial university are incorporated into the Idaho State Constitution. Policy direction of the University is vested in the Regents of the University of Idaho (the "**Regents**"), whose members also serve as the Idaho State Board of Education (the "**SBOE**"). See "THE UNIVERSITY" and the audited

* Preliminary, subject to change.

financial statements of the University in **Appendix A** for financial and other information as to the University and the Regents.

Certain references herein to the "Regents" shall be deemed to refer to the University or other appropriate authority pursuant to the Act and other applicable laws, as appropriate.

Authority for Issuance

The Regents are authorized by the Educational Institutions Act of 1935, constituting Section 33-3801, et seq. of the Idaho Code, as amended (the "**Act**"), to issue bonds for "projects" (as defined in the Act). The Regents are also authorized to issue refunding bonds pursuant to the Act and Title 57, Chapter 5, Idaho Code. The Series 2013 Bonds are being issued pursuant to such statutory authorization and pursuant to the Resolution.

Purpose of the Series 2013 Bonds

The Series 2013A Bonds are being issued to provide funds to (i) finance three exterior capital improvements at the Moscow campus of the University, including the Campus Entry Signage, General Campus Signage, and Pedestrian Crossing projects (the "**Series 2013A Project**"), (ii) refund all of the outstanding Student Fee Refunding and Revenue Bonds, Series 2003 in the aggregate principal amount of $5,545,000 (the "**Series 2003 Bonds**") issued by the Regents as Bonds under the Resolution; (iii) pay off a loan to the University made in 2010 by Wells Fargo Bank, N.A. the proceeds of which were used to fund on an interim basis the acquisition and construction of a track and field complex (the "**2010 Loan**"); and (iv) pay costs of issuance associated with the Series 2013A Bonds. See "PLAN OF FINANCE – Series 2013A Project." The Series 2013B Bonds are being issued to provide funds to (a) finance and reimburse costs incurred by the University to acquire land for an outdoor science center in McCall, Idaho (the "**Series 2013B Project**" and, with the Series 2013A Project, the "**Projects**"); and (b) pay costs of issuance associated with the Series 2013B Bonds. See "PLAN OF FINANCE – Series 2013B Project." See also "SECURITY FOR THE SERIES 2013 BONDS – No Debt Service Reserve Fund."

Terms of the Series 2013 Bonds

Denominations

The Series 2013 Bonds are issuable only as fully registered bonds without coupons in denominations of $5,000, and any integral multiples thereof. See "THE SERIES 2013 BONDS – Generally."

Interest Rates and Payments

The Series 2013 Bonds are dated their date of delivery and bear interest at the rates shown on the inside cover page of this Official Statement from such date to maturity, payable semiannually on April 1 and October 1 of each year, commencing October 1, 2013. Interest on the Series 2013 Bonds shall be computed upon the basis of a 360-day year, consisting of twelve 30-day months.

Principal on the Series 2013 Bonds is payable on the dates and in the amounts shown on the inside front cover of this Official Statement, subject to prior redemption. See "THE SERIES 2013 BONDS – Generally."

Redemption

The Series 2013 Bonds are subject to optional redemption prior to their respective maturities under certain circumstances as described in "THE SERIES 2013 BONDS – Redemption Prior to Maturity – Optional Redemption." **[**The Series 2013 Bonds are also subject to mandatory sinking fund redemption prior to maturity as described in "THE SERIES 2013 BONDS – Redemption Prior to Maturity – Mandatory Sinking Fund Redemption."]

Book-Entry System

The Depository Trust Company, New York, New York ("**DTC**") is acting as securities depository for the Series 2013 Bonds through its nominee, Cede & Co., to which principal and interest payments on the Series 2013 Bonds are to be made. One or more fully registered bonds in denominations in the aggregate equal to the principal amount per maturity of the Series 2013 Bonds will be registered in the name of Cede & Co. Individual purchases will be made in book-entry form only and purchasers of the Series 2013 Bonds will not receive physical delivery of bond certificates, all as more fully described herein. Upon receipt of payments of principal and interest, DTC is to remit such payments to the DTC Participants for subsequent disbursement to the Beneficial Owners of the Series 2013 Bonds. For a more complete description of the Book-Entry System, see "THE SERIES 2013 BONDS – Generally."

For a more complete description of the Series 2013 Bonds and the Resolution pursuant to which such Series 2013 Bonds are being issued, see "THE SERIES 2013 BONDS" and "Appendix D – SUMMARY OF THE RESOLUTION" hereto.

Payment and Security for the Series 2013 Bonds

In connection with the issuance of their General Revenue Refunding Bonds, Series 2005A (the "**Series 2005A Bonds**"), the Regents began the process of creating a single bond system (the "**General Revenue Bond System**") pursuant to a supplemental resolution adopted in connection with the Series 2005A Bonds (the "**2005A Supplemental Resolution**") by combining the revenues previously pledged under the Original Resolution with certain other tuition and student fees and revenues it had previously pledged as security on a stand–alone basis to other bond systems and certain previously unpledged tuition and student fees and revenues. The Regents' strategy in creating the General Revenue Bond System was to enhance the security and source of payment for all of its bondholders, while increasing its financial flexibility, but still maintaining accountability for individual enterprises through internal financial policies. To facilitate the creation of the General Revenue Bond System, the Regents covenanted in the 2005A Supplemental Resolution that it would not issue bonds under its other existing bond systems. The Series 2013 Bonds are being issued as part of the General Revenue Bond System and under the Resolution. See "SECURITY FOR THE SERIES 2013 BONDS."

The Series 2013 Bonds are secured by the Pledged Revenues as defined in the Resolution (as further described herein, the "**Pledged Revenues**"). The lien of the Series 2013 Bonds on the Pledged Revenues is on a parity with the lien thereon of the Bonds previously issued by the Regents under the Resolution. Following issuance of the Series 2013 Bonds, refunding of the Series 2003 Bonds and the pay off of the 2010 Loan, the Bonds are expected to be Outstanding in the aggregate principal amount of $__________. See "SOURCES OF FUNDING FOR THE UNIVERSITY – Schedule of Outstanding Indebtedness" for a list of Outstanding Bonds of the Regents as of April 1, 2013. Under the Resolution, the University has covenanted to collect in each Fiscal Year Pledged Revenues equal to not less than 100% of the Maximum Annual Debt Service on any Outstanding Bonds and any Additional Bonds that may be issued under the resolution. See "SECURITY FOR THE SERIES 2013 BONDS."

The Regents have appointed Wells Fargo Bank, N.A., to serve as Trustee, bond registrar, authenticating agent, paying agent and transfer agent (the "**Trustee**") with respect to the Series 2013 Bonds.

Availability of Continuing Disclosure

On the delivery date of the Series 2013 Bonds, the Regents and the Trustee will enter into a Continuing Disclosure Agreement in which the Regents will agree, for the benefit of the owners of the Series 2013 Bonds, to file with the Municipal Securities Rulemaking Board at its Electronic Municipal Market Access system such ongoing information regarding the University as described in "CONTINUING DISCLOSURE."

Other Information

This Official Statement speaks only as of its date, and the information contained herein is subject to change without notice.

This Official Statement and the Appendices hereto contain brief descriptions of, among other matters, the Regents, the University, the Series 2013 Bonds, the Series 2003 Bonds, the Projects, the Resolution, the Continuing Disclosure Agreement and the security and sources of payment for the Series 2013 Bonds. Such descriptions and information do not purport to be comprehensive or definitive. The summaries of various constitutional provisions and statutes, such contracts, and other documents are intended as summaries only and are qualified in their entirety by reference to such laws and documents, and references herein to the Series 2013 Bonds are qualified in their entirety to the forms thereof included in the Resolution. Copies of such contracts and other documents and information are available, upon request and upon payment to the Trustee of a charge for copying, mailing and handling, from the Trustee at 877 W. Main Street, 3rd Floor, MAC U1858-033, Boise, ID 83702, Attention: Corporate Trust, telephone: (208) 393-5491. During the period of offering of the Series 2013 Bonds copies of such documents are available, upon request and upon payment to George K. Baum & Company of a charge for copying, mailing and handling, from George K. Baum & Company at 1400 Wewatta Street, Suite 800, Denver, CO 80202.

THE SERIES 2013 BONDS

Generally

General information describing the Series 2013 Bonds appears elsewhere in this Official Statement. That information should be read in conjunction with this summary, which is qualified in its entirety by reference to the Resolution and the forms of Series 2013 Bonds included in the 2013 Supplemental Resolution. See "**Appendix C** – GLOSSARY OF CERTAIN TERMS USED IN THE RESOLUTION" and "**Appendix D** – SUMMARY OF THE RESOLUTION."

Each Series of the Series 2013 Bonds will initially be issued as fully registered bonds without coupons in denominations of $5,000 or any integral multiple thereof. Each Series of the Series 2013 Bonds will be dated as of its respective delivery date and will mature, subject to prior redemption, as shown on the inside cover page of this Official Statement. The Series 2013 Bonds will bear interest at the fixed rates, as shown on the inside cover page of this Official Statement.

Book-Entry System

The Series 2013 Bonds, when issued, will be registered in the name of Cede & Co., as nominee for DTC. Payment of the principal of and interest on the Series 2013 Bonds will be made directly to DTC or its nominee, Cede & Co., by the Trustee. For a description of the method of payment of principal, premium, if any, and interest on the Series 2013 Bonds and matters pertaining to transfers and exchanges while registered in the name of Cede & Co., see "**Appendix E** – DEPOSITORY TRUST COMPANY INFORMATION." So long as the Series 2013 Bonds are registered in the name of Cede & Co., as nominee for DTC, notices or communications to Bondholders with respect to matters described under this caption "THE SERIES 2013 BONDS" will be delivered to DTC or its nominee as registered owner of such Series 2013 Bonds. DTC is responsible for notifying Participants, and Participants (and direct participants in DTC) are responsible for notifying Beneficial Owners of the Series 2013 Bonds. Neither the Trustee nor the Regents is responsible for sending notices to Beneficial Owners. See "**Appendix E –** DEPOSITORY TRUST COMPANY INFORMATION."

Payment of Interest

Each Series 2013 Bond will bear interest from and including the respective delivery date thereof until payment of the principal or redemption price thereof has been made or provided for on the due date thereof in accordance with the provisions of the Resolution, whether at maturity, upon redemption or acceleration or otherwise. Interest on the Series 2013 Bonds shall be computed upon the basis of a 360-day year, consisting of twelve 30-day months.

The Series 2013 Bonds bear interest from their date of delivery to maturity, with the Payment Date for such Series 2013 Bonds on April 1 and October 1 of each year, commencing October 1, 2013.

If a Payment Date is not a Business Day at the place of payment, then payment will be made at that place on the next succeeding Business Day, with the same force and effect as if made on the Payment Date, and, in the case of such payment, no interest will accrue for the intervening period.

The principal of and interest on, and the redemption price of the Series 2013 Bonds shall be payable in lawful money of the United States of America at the principal corporate trust office of the Trustee or of any Paying Agent at the option of a Registered Owner. Payment of interest on any fully registered Series 2013 Bond shall be (i) made to the Registered Owner thereof and shall be paid by check or draft mailed to the Registered Owner thereof as of the close of business on the Record Date at his address as it appears on the registration books of the Trustee or at such other address as is furnished to the Trustee in writing by such Registered Owner, or (ii) with respect to units of $500,000 or more of Series 2013 Bonds, made by wire transfer to the Registered Owner as of the close of business on the Record Date next preceding the interest payment date if such Registered Owner shall provide written notice to the Trustee not less than 15 days prior to such interest payment date at such wire transfer address as such Registered Owner shall specify, except, in each case, that, if and to the extent that there shall be a default in the payment of the interest due on any interest payment date, such defaulted interest shall be paid to the Registered Owners in whose name any such Series 2013 Bond is registered at the close of business on the fifth Business Day next preceding the date of payment of such defaulted interest.

Redemption Prior to Maturity

Optional Redemption

Series 2013A Bonds. The Series 2013A Bonds maturing on or before April 1, ____, shall not be subject to call or redemption prior to their stated dates of maturity. On any day on or after April 1, ____, at the election of the University, the Series 2013A Bonds maturing after April 1, ____, and not called in accordance with mandatory redemption provisions, shall be subject to redemption, in whole or in part, in maturities selected by the University and within each maturity as selected by lot by the Trustee, upon notice as described in "Notice of Redemption" under this caption, at par, plus accrued interest to the redemption date.

[Taxable Series 2013B Bonds. The Taxable Series 2013B Bonds maturing on or before April 1, ____, shall not be subject to call or redemption prior to their stated dates of maturity. On any day on or after April 1, ____, at the election of the University, the Taxable Series 2013B Bonds maturing after April 1, ____, and not called in accordance with mandatory redemption provisions, shall be subject to redemption, in whole or in part, in maturities selected by the University and within each maturity as selected by lot by the Trustee, upon notice as described in "Notice of Redemption" under this caption, at par, plus accrued interest to the redemption date.**]**

Mandatory Sinking Fund Redemption

The Series 2013A Bonds and Taxable Series 2013B Bonds are subject to mandatory sinking fund redemption as described below.

Series 2013A Bonds. The Series 2013A Bonds maturing on April 1, ____, shall be subject to mandatory redemption and retirement prior to maturity, in part, by lot in such manner as the Trustee shall determine, on April 1 in the years ____ through ____, inclusive, at 100% of the principal amount thereof plus accrued interest to the date of redemption, from Mandatory Redemption Amounts in the amounts set forth below:

Mandatory Redemption Date (April 1)	Mandatory Redemption Amount
	$

____
*Principal remaining at maturity

Upon redemption of any Series 2013A Bonds other than by application of such mandatory sinking fund redemption, an amount equal to the principal amount so redeemed will be credited toward a part or all of any one or more of such mandatory sinking fund redemption amounts, if any, for the Series 2013A Bonds in such order of mandatory sinking fund date as shall be directed by the University.

Taxable Series 2013B Bonds. The Taxable Series 2013B Bonds maturing on April 1, ____, shall be subject to mandatory redemption and retirement prior to maturity, in part, by lot in such manner as the Trustee shall determine, on April 1 in the years ____ through ____, inclusive, at 100% of the principal amount thereof plus accrued interest to the date of redemption, from Mandatory Redemption Amounts in the amounts set forth below:

Mandatory Redemption Date (April 1)	Mandatory Redemption Amount
	$

*Principal remaining at maturity

Upon redemption of any Taxable Series 2013B Bonds other than by application of such mandatory sinking fund redemption, an amount equal to the principal amount so redeemed will be credited toward a part or all of any one or more of such mandatory sinking fund redemption amounts, if any, for the Taxable Series 2013B Bonds in such order of mandatory sinking fund date as shall be directed by the University.

Notice of Redemption

When Series 2013 Bonds are called for redemption through the optional redemption provisions of the Resolution, unless waived by any Holder of the respective Series 2013 Bonds, notice must be sent by the Trustee, postage prepaid, by first class mail not less than thirty-five (35) nor more than sixty (60) days prior to the redemption date to (i) the registered owners of the respective Series 2013 Bonds to be redeemed at the address shown on the Bond Register, and (ii) one or more national information services that disseminate notices of redemption of obligations such as the Series 2013 Bonds; provided, however that no defect in such further notice or failure to give all or any portion of such further notice will in any manner defeat the effectiveness of a call for redemption.

SECURITY FOR THE SERIES 2013 BONDS

Pledged Revenues

The Series 2013 Bonds are being issued under the Resolution as part of the General Revenue Bond System created by the Regents in 2005. The Pledged Revenues which secure the Series 2013 Bonds and the other Outstanding and future Bonds issued under the Resolution include the following tuition and student fees and other revenue sources.

- *Tuition and Student Fees* (as further described in "Tuition and Student Fees" below).
- *Sales and Services Revenues* (as further described in "Sales and Services Revenues" below).
- Certain revenues received by the University as reimbursement for facility and administrative costs in conjunction with grants and contracts for research activities conducted by the University (as further discussed under "Facilities and Administrative Recovery Revenues" below, the "**F&A Recovery Revenues**").
- Various revenues generated from miscellaneous sources, including fines and lease/rental revenues (as further discussed in "Other Operating Revenues" below, the "**Other Operating Revenues**").
- *Investment Income* under the Resolution.
- Direct Payments to be made in connection with the University's Taxable Series 2010B Bonds which are "Build America Bonds."
- Proceeds from the sale of a Series of Bonds and moneys and investment earnings thereon, to the extent pledged by the University pursuant to a supplemental resolution.
- Such other revenues as the Regents shall designate as Pledged Revenues.

The following funds and revenues of the University have <u>not</u> been pledged to payment of debt service on the Series 2013 Bonds or other Bonds as part of the Pledged Revenues:

- General Account Appropriated Funds of the State, which by law cannot be pledged; and
- restricted gift and grant revenues, including land grant endowments received pursuant to the University's land grant status.

See "SOURCES OF FUNDING FOR THE UNIVERSITY" and "**Appendix A** – FINANCIAL STATEMENTS OF THE UNIVERSITY FOR THE YEARS ENDED JUNE 30, 2012 AND JUNE 30, 2011."

The Series 2013 Bonds are limited obligations of the Regents and do not constitute a debt or liability of the State, its Legislature, or any of its political subdivisions or agencies other than the Regents to the extent herein described. The Regents are not authorized to levy or collect any taxes or assessments other than the fees described herein to pay the Series 2013 Bonds. The Regents have no taxing power.

Tuition and Student Fees

The Regents have the exclusive ability to establish and collect tuition charges and student fees for resident and non-resident, graduate and professional students attending the University. Tuition and student fee charges are not subject to a referendum by students or approval by any other governmental entity. The Regents have established a policy that the University may not request more than a 10% annual increase in the total full-time tuition and student fees unless otherwise authorized by the Regents. The Regents' established policy is to announce and conduct a public hearing on the modification of any fees, which has traditionally occurred annually, with fee adjustments effective for the subsequent fall term each year. The Regents increased fees by 6.1% at the April 2012 Regents' meeting, which increase became effective in the Fall of 2012. There is no prohibition, however, which would preclude the Regents from adjusting fees (for collection beginning with the next academic year) at any time.

Tuition and Student Fees include the Tuition Fee, the Activity Fees, the Facility Fees, the Technology Fees, and Other Fees as further described below. For the Fiscal Year ended June 30, 2011, the total annual Tuition and Student Fees assessed against full-time undergraduate students who were Idaho residents were $5,402. For the Fiscal Year ending June 30, 2012, total annual Tuition and Student Fees assessed against full-time undergraduate students who are Idaho residents were $5,856. For the Fiscal Year ending June 30, 2013, total annual Tuition and Student Fees being assessed against full-time undergraduate students who are Idaho residents are $6,212. See "**Appendix B** – SCHEDULE OF TUITION AND STUDENT FEES" for a listing of all Tuition and Student Fees being assessed for Fiscal Year 2013.

The Tuition Fee – The Tuition Fee is charged to all full-time students attending the University. The related general education fees for part-time students and summer students are identified by the Regents separately from the Tuition Fee and are not included in the revenues described below but are part of the Pledged Revenues. See "Other Fees" under this caption. The Tuition Fees are defined as the fees charged for any and all education costs at the University of Idaho. Tuition fees include, but are not limited to, costs associated with academic services; instruction; the construction, maintenance, and operation of buildings and facilities; student services; or institutional support. The revenues derived from the Tuition Fee for the Fiscal Years ended June 30, 2010, June 30, 2011 and June 30, 2012 were $25,689,960, $29,402,065, and $33,332,507, respectively. The Fiscal Years ending in June 30, 2010 and June 30, 2011 previously reported the Tuition Fee as the matriculation fee.

Activity Fees – The University charges a wide variety of fees to support various programs and activities. See "**Appendix B** – SCHEDULE OF TUITION AND STUDENT FEES" for a listing of all Activity Fees being assessed for Fiscal Year 2013. The revenues derived from Activity Fees for the Fiscal Years ended June 30, 2010, June 30, 2011 and June 30, 2012 were $9,441,831, $9,866,679, and $9,930,629, respectively.

Facility Fees – The University charges a number of fees ("**Facility Fees**") to support debt service and offset deferred maintenance. The revenues derived from the Facility Fees for the Fiscal Years ended June 30, 2010, June 30, 2011 and June 30, 2012 were $6,796,702, $7,688,514, and $7,689,305, respectively.

Technology Fees – The University currently charges one Technology Fee, the Student Computing and Network Access Fee, to support the University's technological needs. For the Fiscal Years ended June 30, 2010, June 30, 2011 and June 30, 2012 the revenues derived from the Technology Fee were $1,306,905, $1,363,612, and $1,361,609, respectively.

Other Fees – The University's Other Fees currently include the Graduate/Professional Fee, the Law College Dedicated Fee, the Architecture School Dedicated Fee, Non-Resident Fee, the In Service Teacher Education Fee, the Western Undergraduate Exchange Fee, Part-time and Summer Fees. The revenues derived from the Other Fees for the Fiscal Years ending June 30, 2010, June 30, 2011, and June 30, 2012 were $23,131,920, $29,890,946 and $33,838,767, respectively.

Sales and Services Revenues

Sales and Services Revenues include revenues generated through operations of Auxiliary Enterprises and revenues generated incidentally to the conduct of instruction, research and public service activities. The majority of these revenues are generated through auxiliaries including the Housing System; the Parking System; the Non–Residential Food Service System; Bookstore sales; ticket and event sales; recreation center activity charges; and other miscellaneous operations. See "THE UNIVERSITY" for a description of the University's primary revenue generating facilities. Examples of revenues generated incidentally to education are unrestricted revenues generated by the University's testing and training services, labs, sales of scientific materials, sales of miscellaneous services or products, and sales of agriculture and forest products and publications. Sales and Services Revenues for the Fiscal Years ended June 30, 2010, June 30, 2011 and June 30, 2012 were $39,694,341, $43,231,305 and $44,220,501, respectively.

Facilities and Administrative Recovery Revenues

Federal, state, and private funds provided to institutions for scientific research consist of two components. The first component is restricted for use by the institution to pay the direct costs of conducting research, such as the salaries for scientists and materials and labor used to perform each project. The second component is granted to pay for so-called "facilities and administrative costs," which encompass spending by the receiving institution on such items as facilities maintenance and renewal, heating and cooling, libraries, the salaries of departmental and central office staff, and other general administration costs. Such component constituting "facilities and administrative costs" is pledged to the Bonds as F&A Recovery Revenues.

The following table shows F&A Recovery Revenues for the past five Fiscal Years.

Fiscal Year	F&A Recovery Revenues
2008	$8,878,622
2009	9,457,359
2010	9,919,603
2011	10,727,148
2012	10,590,922

Other Operating Revenues

The University receives other miscellaneous revenues in the course of its operations. Examples of revenues counted in Other Operating Revenues include fines and lease/rental revenues. In the Fiscal Years ended June 30, 2010, June 30, 2011 and June 30, 2012, the University generated Other Operating Revenues in the amounts of $2,358,795, $3,617,633 and $3,495,016, respectively.

Investment Income

Investment Income, which includes all of the University's unrestricted investment income, is pledged to repayment of the Series 2013 Bonds and other Bonds issued under the Resolution. The amount of Investment Income pledged to the Bonds will not match the amount of investment income shown in the University's audited financial statements which includes restricted investment income. For the Fiscal Years ended June 30, 2010, June 30, 2011 and June 30, 2012, Investment Income earned by the University was $2,072,365, $1,454,834 and $1,197,651, respectively.

Use of Pledged Revenues and Other Revenues Not Otherwise Obligated

After the University has made the payments and deposits required under the Resolution, Pledged Revenues and other amounts remaining in the Revenue Fund held under the Resolution in excess of the amounts necessary to make the required payments thereunder may be used for any legal purpose of the University, including operations and the redemption of the Bonds, subject to policies adopted by the Regents.

Covenants

Covenant to Maintain Coverage

The Regents are obligated under the Resolution to establish and maintain rates, fees, and charges in amounts sufficient to produce Pledged Revenues in each year equal to 100% of the Debt Service on the Bonds and any Additional Bonds outstanding for each Fiscal Year.

Issuance of Additional Bonds

The Resolution provides that Additional Bonds secured by Pledged Revenues may be issued by the Regents upon the satisfaction of various conditions specified therein. The amount of Additional Bonds that may be issued is not limited by law or the Resolution.

The Resolution provides for the issuance of Additional Bonds to finance projects or to refund the Bonds issued under the Resolution and other obligations of the Regents or the University. In connection with the issuance of Additional Bonds, the Regents are required to file, among other things, the following documents with the Trustee:

(i) A copy of the supplemental resolution authorizing the issuance of the Additional Bonds.

(ii) A Written Certificate of the University to the effect that, upon the delivery of the Additional Bonds, the University will not be in default in the performance of any of the covenants, conditions, agreements, terms, or provisions of the Resolution or any supplemental resolution with respect to any Bonds.

(iii) A Written Certificate of the University showing that Estimated Pledged Revenues (assuming completion of the proposed project on its then estimated completion date) will equal at least 100% of the Debt Service on all Outstanding Bonds and any Additional Bonds proposed to be issued for each Fiscal Year of the University during which any Bonds will be Outstanding following the estimated completion date of the project being financed by the Additional Bonds, if interest during construction of the project being financed by the Additional Bonds is capitalized, or (2) the University's current Fiscal Year and any succeeding Fiscal Year during which any Bonds issued will be Outstanding, if interest during construction of the project being financed by the Additional Bonds is not capitalized.

Refunding Bonds may be issued without compliance with the requirements above provided the Refunding Bonds do not increase Debt Service by more than $25,000 per year.

No Debt Service Reserve Account for the Series 2013 Bonds

The Resolution does not require the funding or maintenance of a Debt Service Reserve Account for the Bonds issued under the Resolution, including the Series 2013 Bonds, unless the Regents determine otherwise pursuant to a supplemental resolution. See "PLAN OF FINANCE." However, the Debt Service Reserve Accounts which were established in connection with the Series 2005A Bonds and Bonds issued prior thereto will continue to be maintained until such Bonds are retired. **Amounts in the Debt Service Reserve Accounts established for Outstanding Bonds will not be available as security for the Series 2013 Bonds.**

Outstanding Bonds; Additional Bonds

The Regents have previously issued and have outstanding under the Resolution Bonds which, following issuance of the Series 2013 Bonds, and refunding of the Series 2003 Bonds are expected to be Outstanding in the aggregate principal amount of $160,565,000. The Series 2013 Bonds will be secured by the Pledged Revenues on a parity lien basis with the Outstanding Bonds. See "PLAN OF FINANCE" and "SOURCES OF FUNDING FOR THE UNIVERSITY – Schedule of Outstanding Indebtedness." The Regents have the right under the Resolution to issue Additional Bonds if certain conditions for such issuance are met. See "Covenants – Issuance of Additional Bonds" under this caption for a list of some of such conditions.

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PLAN OF FINANCE

Sources and Uses of Funds

The estimated sources and uses of funds relating to the issuance of the Series 2013 Bonds are shown below.

SOURCES OF FUNDS:	Amounts
Series 2013A Bonds Par Amount	$
Taxable Series 2013B Bonds Par Amount	
Net Original Issue Premium	
TOTAL SOURCES OF FUNDS	$
USES OF FUNDS:	
Deposit to the Series 2013A Project Account (1)	$
Deposit to the Series 2013A Escrow Account (2)	
For pay off of 2010 Loan (3)	
Deposit to the Series 2013B Project Account (4)	
For payment of Series 2013 Costs of Issuance (5)	
TOTAL USES OF FUNDS	$

(1) See "Series 2013A Project" under this caption.
(2) See "Series 2013A Refunding Project" under this caption.
(3) See "Pay off of 2010 Loan" under this caption.
(4) See "Series 2013B Project" under this caption.
(5) Includes Underwriter's discount, Trustee's fee, rating agencies' fees, printing costs, legal fees and other fees and expenses. See "UNDERWRITING" for a discussion of the Underwriter's compensation.

Source: The Underwriter

Series 2013A Project

Proceeds from the sale of the Series 2013A Bonds will be used to finance three exterior capital improvement projects - the Campus Entry Signage, General Campus Signage, and Pedestrian Crossing projects.

Series 2013A Refunding Project

Proceeds from the sale of the Series 2013A Bonds will be used to refund all the Series 2003 Bonds. The 2013 Supplemental Resolution authorizes the Regents to enter into an escrow agreement with respect to the Series 2003 Bonds (the "**Escrow Agreement**") with Wells Fargo Bank, N.A., as escrow agent (the "**Escrow Agent**"). The 2013 Supplemental Resolution and the Escrow Agreement provide for the deposit of a cash balance into the Series 2013A Escrow Account created under, and administered pursuant to, the Escrow Agreement sufficient without regard to investment earnings there in, to pay the current interest and redemption price on the Series 2003 Bonds upon redemption on _______ 1, 2013.

Pay off of 2010 Loan

Proceeds from the sale of the Series 2013A Bonds will also be used by the Regents to pay off a tax-exempt loan from Wells Fargo Bank, N.A. outstanding in the aggregate principal amount of $1,792,913, the proceeds of which were used to fund on an interim basis the acquisition and construction of a track and field complex at the Moscow campus.

Series 2013B Project

The proceeds from the sale of the Taxable Series 2013B Bonds will be used by the Regents to finance and reimburse costs incurred by the University for the acquisition of land of the outdoor science center in McCall, Idaho (the "**Series 2013B Project**").

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DEBT SERVICE REQUIREMENTS

The following table sets forth the Annual Debt Service Requirements for the Regent's currently Outstanding Bonds (taking into account the proposed refunding of the Series 2003 Bonds, pay off of the 2010 Loan and the issuance of the Series 2013 Bonds):

	Outstanding Bonds[1]		Series 2013A Bonds		Taxable Series 2013B Bonds		
Fiscal Year	**Principal[2]**	**Interest[3]**	**Principal[2]***	**Interest[4]***	**Principal[2]***	**Interest[4]***	**Total***
2014	$4,040,000	$6,953,953	$	$	$	$	$
2015	4,440,000	6,769,357					
2016	4,630,000	6,559,494					
2017	3,415,000	6,340,494					
2018	3,575,000	6,168,357					
2019	3,745,000	6,030,907					
2020	3,410,000	5,841,457					
2021	3,570,000	5,668,582					
2022	3,745,000	5,117,219					
2023	4,025,000	4,958,944					
2024	4,195,000	4,780,994					
2025	4,375,000	4,593,594					
2026	4,565,000	4,398,100					
2027	4,550,000	4,194,057					
2028	4,755,000	3,984,382					
2029	4,970,000	3,765,257					
2030	5,195,000	3,541,607					
2031	5,420,000	3,307,832					
2032	5,675,000	3,058,007					
2033	5,750,000	2,796,407					
2034	6,030,000	2,541,319					
2035	6,320,000	2,273,893					
2036	6,625,000	1,993,646					
2037	6,950,000	1,699,952					
2038	7,285,000	1,391,927					
2039	7,640,000	1,068,111					
2040	8,005,000	728,581					
2041	8,395,000	372,876					
Total	$145,295,000	$110,899,306	$	$	$	$	$

(1) Does not include the Series 2003 Bonds or 2010 Loan expected to be refunded and paid off using certain proceeds of the Series 2013A Bonds. See "PLAN OF FINANCE."

(2) Payable April 1. In the case of certain Bonds, these principal payments are being made upon mandatory sinking fund redemption rather than at maturity as described in "THE SERIES 2013 BONDS – Redemption Prior to Maturity – Mandatory Sinking Fund Redemption."

(3) Payable April 1 and October 1. Interest requirements are stated net of Direct Payments associated with the Series 2010C Bonds. Direct Payments for Fiscal Year 2014 have been decreased by 5.1% to reflect the anticipated impact of Federal Sequestration on the October 1, 2013 and April 1, 2014 Direct Payments. For the Series 2007B and the Series 2011 Adjustable Rate Bonds, interest payments are calculated based on an interest rate assumption of 4.50% following initial term period ending April 1, 2018 and April 1, 2021, respectively.

(4) Payable April 1 and October 1 commencing October 1, 2013. Interest with respect to the Series 2013 Bonds has been computed for purposes of this Preliminary Official Statement using an assumed average coupon rate of ___%.

* Preliminary, subject to change

Source: The Underwriter

HISTORICAL PLEDGED REVENUES

The following table shows the revenue sources that are pledged as part of the General Revenue Bond System.

	2008	2009	2010	2011	2012
Source of Pledged Revenues					
Student Fees	$58,017,484	$60,702,738	$65,097,956	$78,626,119	$87,673,932
Sales and Services Revenues	38,870,404	38,608,143	39,694,341	43,068,366	44,354,807
Other Operating Revenues	4,994,424	3,747,033	2,358,795	3,617,633	3,495,016
Investment Income(1)	4,656,208	3,040,962	2,072,365	1,454,834	1,197,651
F&A Recovery Revenues	8,878,622	9,457,359	9,919,603	10,727,148	10,590,922
Direct Payments for Series 2010C Bonds	0	0	0	309,311	297,732
Total Pledged Revenues	$115,417,142	$115,556,235	$119,143,060	$137,803,411	$147,610,060
Debt Service on the Series 1996 Activity Center Bonds(2)	$1,067,115	$855,490	$0	$0	$0
Revenues Available for Debt Service	$114,350,027	$114,700,745	$119,143,060	$137,803,411	$147,610,060
Debt Service on Bonds(3)	$11,564,848	11,567,305	11,110,027	12,612,248	13,200,035
Debt Service Coverage	9.89x	9.92x	10.72x	10.93x	11.18x

(1) Differs from the information in the University's audited financial statements due to the inclusion of restricted investment income.

(2) These Series 1996 Activity Center Bonds were secured by certain of the Pledged Revenues on a senior basis to the Bonds, and were refunded in 2010.

(3) Represents actual gross debt service on the Outstanding Bonds due and paid during the Fiscal Years as indicated.

Source: The University's unaudited financial records.

The Debt Service Coverage of the Pledged Revenues in 2012 less the Direct Payments for the Series 2010C Bonds over the maximum annual debt service of Outstanding Bonds (after issuance of the Series 2013 Bonds, refunding of the Series 2003 Bonds and pay off of the 2010 Loan) is estimated to be 10.72x* (2012 Pledged Revenues of $147,610,060 less Direct Payment of $297,732 divided by gross maximum annual debt service on the Outstanding Bonds of $13,746,224*). See "DEBT SERVICE REQUIREMENTS."

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* Preliminary, subject to change.

THE UNIVERSITY

Generally

Student body representation at the University is from every state in the United States and approximately 80 foreign countries. The University alumni population exceeds 95,000. The University's main campus is located in Moscow, Idaho, a community of approximately 23,800 people in the northern portion of the State, about one-mile east of the Washington border and approximately 80 miles south of Coeur d'Alene, Idaho.

University property includes approximately 11,690 acres and 315 buildings, of which 1,585 acres and 251 buildings are located at its main campus in Moscow. The University operates twelve research centers and institutes and six demonstration and training farms with a total acreage of about 1,000 acres used by forestry and agricultural students. The University owns and actively manages 8,160 acres of forest lands, a wilderness field research station in Idaho's primitive area, a veterinary teaching center, and ten research and extension centers in agricultural areas throughout Idaho. The University also operates a Research Park in Post Falls and Resident Instructional Centers in Boise, Coeur d'Alene and Idaho Falls.

The University's academic structure includes ten degree-granting colleges: the Colleges of Agricultural and Life Science; Art and Architecture; Business and Economics; Education; Engineering; Graduate Studies; Law; Letters, Arts and Social Sciences; Natural Resources; and Science. In addition to degree programs in each of these colleges, the University includes a College of Graduate Studies and offers medical training for students in association with the University of Washington, School of Medicine. The University has several cooperative programs with Washington State University (located in Pullman, Washington, eight miles from Moscow), including a joint veterinary medical program. This cooperative graduate program has veterinary training facilities in Caldwell, Idaho, which are operated by the University. The University has an optional officer education program, leading to a regular or reserve commission in the U.S. Army, Navy, Marines or Air Force.

Student Body

The University admits all Idaho residents who graduate from accredited high schools with an overall grade point average of at least 3.0 and who completed a defined set of core high school classes. Those with less than a 3.0 high school grade point average must meet set ACT or SAT scores. Home school students, graduates of non-accredited high schools, or students not meeting the admission criteria are considered by a special admission committee. Approximately 70% of the University's fall 2012 student body were residents of the State. The tables on the following page set out certain statistics concerning the University's enrollment for the Fall Terms of the years indicated.

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Five-Year Historical Enrollment Summary

(Fall Semester, 10th Day of Classes)

	2008	2009	2010	2011	2012
Students					
Full-Time Equivalents (FTE)	9,835.7	10,062.3	10,398.3	10,490.7	10,105.0
Head Count	11,791	11,957	12,302	12,312	12,420
Undergraduate Students	**Academic Head Count**				
Full-time:					
Residents	5,554	5,561	5,716	5,954	5,741
Non-residents	2,553	2,750	2,848	2,752	2,403
Subtotal	8,107	8,311	8,564	8,706	8,144
Part-time:					
Residents	1,146	1,031	1,029	864	1,672
Non-residents	307	292	250	240	305
Subtotal	1,453	1,323	1,279	1,104	1,977
Graduate Students					
Full-time:					
Residents	694	708	726	731	669
Non-residents	542	606	703	712	675
Subtotal	1,236	1,314	1,429	1,443	1,344
Part-time:					
Residents	689	689	705	700	642
Non-residents	306	320	325	359	313
Subtotal	995	1,009	1,030	1,059	955
Total Undergraduate	9,560	9,634	9,843	9,810	10,121
Total Graduate Students	2,231	2,323	2,459	2,502	2,299
Grand Total	11,791	11,957	12,302	12,312	12,420
Freshmen Students	**Freshman Class Statistics**				
Applying	4,935	5,110	5,906	8,248	7,467
Accepted	3,844	4,068	4,022	5,020	4,903
Enrolled	1,709	1,780	1,757	1,631	1,617
Resident	1,092	1,113	1,145	1,207	1,178
Average ACT Score	23.2	23.3	23.3	23.0	23.2
Average SAT Score	1094	1098	1,090	1,088	1,085
Average High School GPA	3.36	3.38	3.35	3.34	3.38
Percentage graduating in the top 25% of their high school class	43.8%	45.8	44.4	44.0	44.0

Source: The University

Housing and Student Union Facilities

The University's housing and student union facilities (the revenues from which constitute Auxiliary Enterprise revenues pledged as part of the Pledged Revenues) currently include (i) 12 residence hall buildings containing dormitory style student living; (ii) three apartment complexes, providing housing for upper class students and students with families; (iii) the Idaho Commons Building (the "**Commons**"); and (iv) the Student Union Building (the "**Student Union**").

University Residence Halls. The 12 University residence hall buildings can accommodate up to 2,153 students. The University's residence halls offer a variety of amenities including: (i) computer labs and in-room connections to high-speed networking; (ii) recreational and lounge space; (iii) laundry facilities; (iv) kitchen areas; and (v) academic/study space. Over the past five Fiscal Years, the average occupancy rate for the University's residence halls was 83.3%, and the occupancy rate for Fall 2012 was 85%.

University Apartments. Currently, the University has three apartment complexes, which provide 215 apartments ranging in size from one-bedroom to four bedrooms available for occupancy by students and their families. Amenities available at University apartment complexes include: (i) high-speed internet connections both in apartments and in apartment-complex computer labs; (ii) in-apartment laundry facilities; (iii) play areas; (iv) community centers; and (v) classroom and meeting room facilities. The average occupancy rate for the University's apartments over the past five Fiscal Years was 93.3%, and the occupancy rate for Fall 2012 was 100%.

Idaho Commons Building. Completed in 2000, the Idaho Commons Building is designed to be the center of campus life and provide programs, amenities, and services to enhance the educational experience of University students. The Commons is a multi-use facility with approximately 100,000 square feet. The facility houses offices for student government, other student organizations, conference rooms with state of the art technology, and academic support services. In addition, the Commons has an information desk, food court, coffee shop, convenience store, satellite University bookstore, credit union, copy center, art gallery, computer kiosks, ATMs and administrative offices. The facilities infrastructure includes high-speed LAN and video data capabilities, public lounges, wireless network, computer checkout, and flat screen monitors to provide information about building and campus activities.

Student Union Building. The approximately 103,500 square foot Student Union is a multi-use facility. Student services were relocated to the Student Union after completion of a renovation in 2000. Currently, the facility houses Student Accounts, the Registrar, Admissions, Student Financial Aid, New Student Services, Jazz Festival, College Assistance Migratory Program, and Student Media Services. In addition, the Student Union has an information desk, conference facilities, including a large ballroom, a movie theatre, and several small meeting rooms, a cafe, ATMs, and a computer lab.

Spectator and Recreation Facilities

The University's spectator and recreation facilities (the revenues from which constitute Auxiliary Enterprise revenues pledged as part of the Pledged Revenues) include the Kibbie Dome, the Memorial Gym, the Recreation Center, the Dan O'Brien Track Complex, and the University Golf Course. Following is a brief description of these facilities.

Kibbie Dome. The Kibbie Dome was originally constructed in 1972 and is North Idaho's largest athletic spectator facility. It is used for intercollegiate home football games, basketball games, indoor track and field events, as well as high school football playoffs, the Lionel Hampton Jazz Festival, concerts, sport camps, conferences, classes, intramurals, student club activities, and University commencements. In 1984, the "East End" was added to the Kibbie Dome and includes a weight room, recreational and varsity locker rooms, eight racquetball courts, and athletic training rooms and offices. In 2009, the University completed another expansion of the Kibbie Dome to add the "Vandal Athletic Center," which included a 7,000 square foot weight room, a 1,500 square foot exercise area, an aquatic exercise pool, and a new foyer. Improvements to the Kibbie Dome financed with proceeds of the Taxable Series 2010C

Bonds and completed in 2011 included (i) the replacement of the west wall of the facility with translucent panels that will be part of a non-combustible construction assembly for that wall; (ii) replacement of the east end wall with noncombustible construction; (iii) the addition of west end exiting in the new wall; (iv) the addition of handrails in the seating aisles; and (v) the installation of smoke evacuation and associated fire detection alarm and suppression systems, roof ballasting and other miscellaneous items.

Memorial Gym. The Memorial Gymnasium, constructed in 1928, is the oldest athletic building on campus. The building serves as one of the University's indoor sports and entertainment complexes. In addition to hosting varsity volleyball and basketball, the Memorial Gym is used for concerts, community events, state gymnastics meets, regional basketball tournaments, intramural activities and physical education classes, and houses a gymnasium, multi-purpose room, combative room, locker rooms, and various offices.

The Recreation Center. The Student Recreation Center was completed in 2002. It is approximately 85,500 square feet in size, and includes more than 7,200 square feet of open recreational space, two regulation-size basketball courts, a multipurpose gymnasium, a large aerobics/cardiovascular multipurpose workout space, a running track, a climbing wall, a child care center, a first-aid and athletic training area, classroom and activity spaces, a cafeteria, and space for rental of recreational equipment.

Dan O'Brien Track Complex. The Dan O'Brien Track, named in 1996 for University alumnus and 1996 Olympic Decathlon Gold Medalist Dan O'Brien, was constructed in 1969, and serves as the University's outdoor varsity and recreational track facility. It consists of a 400-meter, 8-lane track, a long jump area, a throwing area, a high jump area, a pole vault area, coaches' offices, and spectator facilities that accommodate approximately 1,000 spectators. Over the winter of 2011-12, the 40-year-old facility underwent a $2.5 million renovation, which features a faster, safer running surface, more efficient use of the infield, and updated draining system.

University Golf Course. The University owns and operates an 18-hole golf course on the University's Moscow campus. The course is open to the public approximately eight months each year and provides lessons, cart and club rentals, and a retail pro shop.

Parking Facilities

Currently, the University operates and maintains 99 surface parking lots with a total of approximately 6,000 parking spaces. The University has a comprehensive parking plan to ensure that the Parking System is financially self-supporting.

Employees and Faculty

As of December 31, 2012, the University had 3,123 employees, consisting of 907 faculty, 644 Research Assistants/Teaching Assistants (which are not considered to be part of the faculty) and 1,572 staff and administration. The student to faculty ratio in the Fall of 2012 was 18 to 1. Employees are not subject to the State's civil service system; however, the University has adopted a personnel policy with respect to classified employees that is substantially similar to the State's civil service system. The University is not a party to any collective bargaining agreements, although there are employee associations that bring any salary issues and concerns to the attention of the University. The University considers its relations with its employees to be good.

Employee Retirement Plan; Post Retirement Health Benefits

Most employees of the University are eligible for one of two retirement plans: the State of Idaho's "Public Employees Retirement System of Idaho" ("**PERSI**") and the "Optional Retirement Plan" ("**ORP**"), which has been offered to non-classified employees since 1990.

PERSI provides a defined benefit plan and covers eligible classified and exempt personnel who work 20 hours or more per week. The membership of PERSI includes employees of the State of Idaho, teachers, firemen, police and employees of political subdivisions, local school districts, colleges and universities.

Faculty and exempt staff hired on or after July 1, 1990, have been enrolled in the ORP and faculty and exempt staff hired before that date were offered a one-time opportunity in 1990 to withdraw from PERSI and join the ORP. The ORP is a portable, defined contribution retirement plan with options offered by Teachers' Insurance and Annuity Association/College Retirement Equities Fund and Variable Annuity Life Insurance Company. The total contribution rate will be the same for all employees, with a portion of the employer's contribution for ORP members being credited to the employee's account and a portion to the PERSI unfunded liability until 2025. The ORP covers eligible exempt personnel who work 20 hours or more per week. Based on the audited financial statements for the Fiscal Year 2012, the University had unfunded obligations for post-employment retirement benefits in Fiscal Year 2012 of $51,487,000.

In addition, the University has taken proactive steps to effectively manage and reduce its GASB 45 liability for obligation of post-employment benefits (OPEB) related to retiree health. The University's GASB liability was recorded and recognized on its financial statements for the first time in Fiscal Year 2008. Program changes which include steeper eligibility requirements, retiree cost sharing, integration with Medicare Prescription Drug programs and elimination of some future benefits have reduced the Annual Required Contribution (ARC) from projections of $7.157 million as forecast in Fiscal Year 2008 to $4.806 million for Fiscal Year 2012. The University has fully funded its ARC in each Fiscal Year in accordance with GASB 45.

For information concerning post-retirement health benefits, see NOTE 15, "POST EMPLOYMENT BENEFITS OTHER THAN PENSIONS AND RETIREE BENEFITS TRUST," of "**Appendix A** – FINANCIAL STATEMENTS OF THE UNIVERSITY FOR THE YEARS ENDED JUNE 30, 2012 AND JUNE 30, 2011."

Insurance

The University maintains liability, property, and employee fidelity insurance in amounts deemed adequate by University officials. The University has a full-time risk management staff that administers insurance coverage and claims, and reviews the adequacy of such policies and verifies the University's compliance with insurance requirements imposed by agreements, such as the Resolution. As of December 31, 2012, the total insured replacement value of the University's buildings, contents and improvements was approximately $1.5 billion.

The University began self-funding its medical and dental programs for active employee and retiree health starting July 1, 2005. Self-funding is a financial arrangement in which medical claims are administered by a third-party administrator, but paid directly from University funds instead of by an insurer. The financial risk of the self-funding arrangement is managed through the creation of a financial reserve established by the University to fund unexpected claims and incurred-but-not-reported claims in the event that the self-funding arrangement is ever terminated. In addition, the University's financial exposure for unexpected claims are limited through the purchase of reinsurance (stop-loss coverage) for both individual and aggregate claim liability. When comparing self-funded cost to a fully insured program, the University estimates an approximate savings of $1 million per year in cost under the self-funded health arrangement.

The University of Idaho continues to take a proactive approach managing its health plans, including offering a High Deductible Health Plan with an HSA, expanding their coverage for wellness related services, and working with an employee advisory group to address needs and concerns of University employees.

FINANCIAL OPERATIONS OF THE UNIVERSITY

The University relies on a number of sources of funding for the achievement of its educational and research missions. The principal sources of revenues are: direct appropriation of State general account revenues by the Idaho Legislature, Tuition and Student Fees, federal government appropriations and grants, gifts to the University, Investment Income, revenues derived from property holdings of the University, land grant endowments received pursuant to the University's land grant status, Sales and Service Revenues and Other Revenues. See "**Appendix A** – FINANCIAL STATEMENTS OF THE UNIVERSITY FOR THE YEARS ENDED JUNE 30, 2012 AND JUNE 30, 2011." Of these revenue sources, Tuition and Student Fees, Investment Income, Sales and Services Revenues, and Other Revenues are pledged to the Bonds, including the Series 2013 Bonds. See "SECURITY FOR THE SERIES 2013 BONDS" for a description of University revenues pledged to the Bonds. The University's other revenue sources not constituting Pledged Revenues are more fully discussed below.

State Appropriations

Legislatively approved State general account appropriations in Fiscal Year 2013 represent slightly more than 40% percent of the total University budget. The State legislature meets beginning in January of each calendar year and sets budgets and appropriations for all agencies and departments of State government for the Fiscal Year beginning on the ensuing July 1. The legislature may also make adjustments to budgets and appropriations for the Fiscal Year during which the legislature is meeting.

If in the course of a Fiscal Year, the Governor determines that the expenditures authorized by the Legislature for the current Fiscal Year exceed anticipated revenues expected to be available to meet those expenditures, the Governor by executive order may reduce ("**Holdback**") the spending authority on file in the office of the Division of Financial Management for any department, agency, or institution of the State or request a reversion ("**Reversion**") of appropriations back to the State to balance the State budget.

The table below sets forth the legislative appropriation from the State General Fund for colleges and universities and for the University net of Reversions.

A reduction of approximately $19 million is shown from Fiscal Year 2010 to 2011 in University of Idaho State Appropriations. This is due to a capital project (Research Dairy) of $10 million being attributed to appropriations in 2010 (the project, ultimately, was not funded), holdbacks of $6.5 million, rescission of $1.5 million and reduction adjustments of $2.6 million.

Schedule of State General Account Appropriations

Fiscal Year	University of Idaho State Appropriations	Total State Appropriations Colleges & Universities	Total State General Fund	University of Idaho % of Total State General Fund
2012	$71,007,400	$209,828,300	$2,528,960,600	2.81%
2011	73,576,700	217,510,800	2,383,836,000	3.09
2010	92,748,000	253,278,100	2,506,580,100	3.70
2009	99,457,400	285,151,500	2,959,283,400	3.36
2008	92,866,700	264,227,700	2,820,674,400	3.29

Grants and Contracts

The United States government and various other public and private sponsoring agencies, through various grant and contract programs, provide a substantial percentage of the University's operating revenues. The use of such funds is usually restricted to specific projects. Such revenues include grants and contracts for research, public service, instruction and training programs, fellowships, scholarships, endowment scholarship programs, and student aid programs, and grants for construction projects. The University believes it has complied with all material conditions and requirements of these various grants and contracts.

Financial Assistance

Financial assistance, primarily in the form of student loans, scholarships, grants, student employment, awards, and deferred payments, is available to students. The University believes that the amount of available financial aid is adequate. During the 2011-2012 academic year, the total financial assistance to students received at the University was approximately $127 million, of which approximately $76 million was in the form of direct student loans. No assurance can be given that the level of assistance available in the past will continue.

Federal Appropriations

In accordance with the University's designation as a land grant institution, the United States government provides the University with funds for specific programs. Like most federal governmental programs, however, there is no assurance that these funds will continue to be appropriated.

Land Grant Endowments

The University is the State's land grant university, and as such is entitled to revenues from certain State lands.

Budget Process/Financial Reports

The University operates on an annual budget system. Its Fiscal Year begins July 1 of each year. The budget process, as well as the administration of the expenditures authorized through the process, is administered through the offices of the President and the Vice President for Finance and Administration in collaboration with the departmental faculty and other administrative officers. The internal budget process concludes with a general budget proposal for the following Fiscal Year being submitted in consolidated form by the University administration to the Regents in August of each year.

The University's budget is approved by the Regents prior to the commencement of the Fiscal Year, usually at the June meeting. At that meeting, the Regents, in their capacity as members of the State Board of Education, approve the annual budgets for the other institutions of higher education as well.

Future Plans

The Regents have approved Planning and Design authorization for an Integrated Research and Innovation Center. This proposed facility will establish modern and capable science spaces supporting interdisciplinary research and provide core visualization and computing labs. Site analysis and selection and initial architectural programming work have yielded a refined and tested vision of a $49M project providing 53,000 square foot of new space. Sources of funds for these projects include State-appropriated funds, dedicated funds, bonded indebtedness, donations and private support.

Schedule of Outstanding Indebtedness

Set forth below is the schedule of outstanding indebtedness of the Regents as of April 1, 2013 incurred to provide funding for the University, which does not reflect the issuance of the Series 2013 Bonds or refunding of the Series 2003 Bonds.

Name of Issue	Date Incurred	Final Maturity Date	Amount of Original Indebtedness	Amount of Debt Outstanding (April 1, 2013)
Student Fee Refunding and Revenue Bonds, Series 2003[(1)(2)]	2003	2022	$17,585,000	$5,545,000
General Revenue Refunding Bonds, Series 2005A[(1)]	2005	2026	30,740,000	24,060,000
Adjustable Rate General Revenue Bonds, Series 2007B[(1)]	2007	2041	35,035,000	35,035,000
General Revenue Refunding Bonds, Series 2010A[(1)]	2010	2016	10,230,000	3,975,000
General Revenue Bonds, Series 2010B[(1)]	2010	2032	10,150,000	10,150,000
Taxable General Revenue Bonds, Series 2010C[(1)]	2010	2041	13,145,000	13,145,000
Series 2011 Bonds [(1)]	2011	2041	60,765,000	58,930,000
Total Bonded Indebtedness [(3)]			$177,650,000	$150,840,000
Other indebtedness, consisting of notes payable and line-of-credit with interest rates ranging from 4.75% to 5.00%, due through the year 2019	2002	2019	$8,073,388	$4,425,385

(1) These are the Bonds currently Outstanding under the Resolution.
(2) The Series 2003 Bonds are expected to be refunded using proceeds of the Series 2013A Bonds as described in "PLAN OF FINANCE – Series 2013A Refunding Project." Preliminary, subject to change.
(3) This amount does not take into account the issuance of the Series 2013 Bonds or the refunding of the Series 2003 Bonds.

Source: The University

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University Total Net Assets

The University's total net assets for the last two Fiscal Years are included in the table below. Financial information concerning the University is contained in the University's audited financial statements included in **Appendix A** hereto.

University of Idaho
Net Assets**

Fiscal Year	Unrestricted	Restricted Expendable	Restricted Nonexpendable	Invested in Capital Assets	Total
2012*	$63,954,298	$24,796,022	$74,859,032	$239,981,523	$403,590,875
2011*	$52,713,170	$24,613,253	$78,191,004	$246,836,404	$402,353,831
2010	$26,298,058	$74,964,487	$67,829,850	$211,194,033	$380,286,428
2009	$36,245,034	$68,225,541	$62,391,971	$205,937,863	$372,800,409
2008	$38,200,667	$84,837,542	$77,042,418	$185,755,208	$385,835,835

* During Fiscal Year 2012, the University, in reviewing authoritative guidance provided under GASB-34 concerning the proper classification of net assets, reclassified Fiscal Year 2011 and 2012 net asset category balances to be more accurately aligned with government reporting standards.
**See "FINANCIAL OPERATIONS OF THE UNIVERSITY – University of Idaho Foundation" and "– Anticipated Change in Reporting for CIT Assets – University Release and Waiver."

University and Foundation Total Net Assets

The University and Foundation consolidated total net assets for the last five Fiscal Years are included in the table below. Financial information concerning the University and the Foundation is contained in the University's audited financial statements included in **Appendix A** hereto.

University of Idaho and University of Idaho Foundation
Consolidated Net Assets

Fiscal Year	University	Foundation	Total
2012	$403,590,875	$148,173,954	$551,764,829
2011	$402,353,831	$150,781,113	$553,134,944
2010	$380,286,428	$129,372,417	$509,658,845
2009	$372,800,409	$108,924,187	$481,724,596
2008	$385,835,835	$123,886,305	$509,722,140

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University and Foundation Cash and Investments

The University and Foundation consolidated cash and investments for the last five Fiscal Years are detailed in the table below. Financial information concerning the University and the Foundation is contained in the University's audited financial statements included in **Appendix A** hereto.

University of Idaho and University of Idaho Foundation
Consolidated Cash and Investments

Fiscal Year	University Cash	Foundation Cash	University Investments	Foundation Investments*	Total
2012	$15,610,602	$21,943,845	$69,794,350	$280,299,419	$387,648,216
2011	$65,287,221	$17,543,061	$21,245,978	$291,664,329	$395,740,589
2010	$57,390,936	$23,692,355	$38,183,910	$242,741,968	$362,009,169
2009	$41,838,941	$17,009,291	$56,937,403	$221,946,459	$337,732,094
2008	$8,371,724	$15,697,079	$73,565,321	$269,619,241	$367,253,365

*Includes University Assets Held in Trust by Foundation

University of Idaho Foundation

The Foundation is a nonprofit corporation organized under Idaho law in 1970. Its purpose is to receive, manage and otherwise deal in property and apply the income, principal and proceeds of such property for the benefit of the University. A 25-member board of directors, elected annually by the Foundation members, manage the Foundation.

The Foundation receives all gifts to the University and transfers such gifts to the donor-designated area within the University on a regular schedule. In addition, it manages the endowment funds in a pooled investment fund referred to as the Consolidated Investment Trust (the "**CIT**"). Earnings from the CIT are transferred annually to the University. Some assets invested in the CIT (the "**Indenture Assets**") are held in trust for the University pursuant to an Indenture Agreement. The Indenture Assets are shown as an asset and liability on the Foundation financial statements. In 2013, the University agreed to waive restriction on the Indenture Assets, and as explained in greater detail below, this waiver will effect completion of the full transfer of these assets to the Foundation such that dual reporting as asset and liability on the Foundation financial statements (as well as reporting those assets and the change in market value of those assets on the University financial statements) will no longer be necessary after the close of Fiscal Year 2012-2013.

Since Fiscal Year 2004, the University has been required to discretely present the Foundation as a component unit. Financial information concerning the Foundation is contained in Note 20 to the University's audited financial statements included in **Appendix A** hereto. The table below illustrates total net assets over the last five Fiscal Years.

University of Idaho Foundation
Net Assets

Fiscal Year	Unrestricted	Restricted Expendable	Restricted Nonexpendable	Invested in Capital Assets	Total
2012	$5,219,854	$32,145,781	$110,808,319	-	$148,173,954
2011	$5,382,690	$33,729,970	$111,668,453	-	$150,781,113
2010	$4,380,322	$29,719,205	$95,272,890	-	$129,372,417
2009	$3,208,428	$23,534,496	$82,181,263	-	$108,924,187
2008	$4,881,176	$23,270,372	$95,734,757	-	$123,886,305

Anticipated Change in Reporting for CIT Assets – University Release and Waiver

The CIT was established at the University of Idaho in July 1959 to allow pooling of endowment assets for investment purposes. In 1974, the Regents authorized the University to transfer the CIT to the Foundation in trust under the terms and conditions of an Indenture Agreement. The Foundation has managed the Indenture Assets transferred through the Indenture Agreement since that time. As of June 30, 2012, the value of the Indenture Assets transferred to the Foundation under the Indenture Agreement was $74,859,032.

The Indenture Assets were transferred pursuant to the Indenture Agreement to the Foundation "in trust", reserving the right in the Regents to revoke the Indenture Agreement or to withdraw the Indenture Assets at any time. Consequently, the transfer from the University to the Foundation was not a complete one, and generally accepted accounting principles ("**GAAP**") applicable to the financial statements for both the University and the Foundation required dual reporting on both the University and the Foundation financial statements of the Indenture Assets and related income (loss) arising from changes in the market value of the Indenture Assets.

Recognizing that the Foundation's total endowment portfolio has grown substantially over the past several decades, coupled with both entities' desire to report their annual financial statements in a clear and concise manner, the current senior leadership of both the University and the Foundation decided to take the steps necessary to eliminate the reporting constraints between the two entities caused by the incomplete nature of the transfer under the Indenture Agreement. Accordingly, on February 8, 2013, the University and the Foundation executed a Release and Waiver of Rights and Restrictions Agreement ("**Release**") that will serve to permanently eliminate the current dual reporting requirements associated with the Indenture Assets. The Release removes reference to "in trust" as well as the right to revoke or withdraw the Indenture Assets.

The effect of the Release will be to remove the reporting of the Indenture Assets from the balance sheet of the University (reducing net assets by the market value of the Indenture Assets) and removing the corresponding gain (loss) arising from change in the market value of the Indenture Assets from the University income statement. There will be a one-time non-operating expense to the University in the amount of the fair market value of the Indenture Asset as of the date of transfer. The Foundation financial statements will show an increase in net assets by the market value of the Indenture Assets, and will fully show the corresponding gain (loss) arising from change in the market value of the Indenture Assets. The Foundation will show a one-time non-operating gain in the amount of the fair market value of the Indenture Assets as of the date of transfer.

While the Release brings about a change in accounting and financial statement reporting, the Foundation will continue to manage the Indenture Assets in the same fashion as it has since the original transfer. There will be no change in the transfer of income earned by the Indenture Assets from the Foundation to the University, and the University remains the sole beneficiary of the Indenture Assets.

The University and the Foundation anticipate bringing the Release into effect with the close of the 2012-2013 Fiscal Year. Choosing the Fiscal Year end, will provide for a full-year comparative operational change reported on the Fiscal Year 2012 and Fiscal Year 2013 Statement of Revenues, Expenses, and Change in Net Assets with the final trust asset value transferred to be based on the fiscal year end market valuation for the total endowment investment portfolio.

UNIVERSITY GOVERNANCE AND ADMINISTRATION

The responsibility for overall management and determination of University policy and standards is vested with the Regents of the University of Idaho who also serve as the Idaho State Board of Education and simultaneously, among other duties, the Trustees for Boise State University, Idaho State University in Pocatello and Lewis-Clark State College in Lewiston and as the State Board for Professional–Technical Education. The combined boards are appointed by the Governor for five–year terms. The membership, terms, residences and occupations are listed below.

The Board of Regents of the University and The State Board of Education

Name	Residence	Occupation	Term Expires (March 1)
Kenneth Edmunds (President)	Twin Falls	President of the Idaho Youth Soccer Association; Chairman of the Twin Falls Community Foundation; Member of the Southern Idaho Economic Development Organization's Board of Directors	2016
Don Soltman (Vice President)	Twin Lakes	Retired, Served four years on the State of Idaho's Professional Standards Commission. Also severed on the state committee that developed the graduation standards in science for Idaho students.	2014
Emma Atchley (Secretary)	Ashton	Board of Directors member for the Bank of Idaho, Teton Regional Land Trust, Flying A Ranch Inc., Cea Corp., and Ashton Hi-Tech Seed Co.	2015
Bill Goesling	Moscow	Retired, Served 24 years of active duty with the United States Navy.	2016
Roderic W. Lewis	Boise	Vice President of Legal Affairs, General Counsel and Corporate Secretary for Micron Technology, Inc. of Boise	2015
Tom Luna*	Boise	State Superintendent of Public Instruction	*
Milford Terrell	Boise	President and Owner of DeBest Plumbing & Mechanical	2017
Richard Westerberg	Preston	Retired, PacifiCorp	2014

* Mr. Luna serves ex-officio to the State Board of Education in his capacity as State Superintendent of Public Instruction, which is a statewide elective office.

The State Board of Education has a full–time professional staff headed by Mike Rush, Executive Director. His appointment became effective May 2008.

University Officers

The affairs of the University are managed by the President of the University and the staff. The President is appointed by, reports to, and serves at the pleasure of the Regents. Following is a brief biographical resume of President Nellis and his executive staff at a Vice President level:

M. Duane Nellis, President, became the University of Idaho's 17th president in July 2009. He provides robust and engaging leadership for the University of Idaho by supporting its statewide land-grant mission of teaching, research and outreach. He also is guiding the institution to re-envision that mission for the 21st century by focusing on entrepreneurialism, engagement, global connections, sustainability, diversity and interdisciplinary synergies. Prior to the presidency at the University of Idaho, President Nellis served as provost and senior vice president of Kansas State University and at West Virginia University as dean of the Eberly College of Arts and Sciences, WVU's largest academic college. President Nellis has served in various other leadership positions. He is currently on the Association of Public and Land-Grant Universities Academic Officers Executive Council and is national chair-elect for this group. He served as president of the Association of American Geographers, one of the largest professional geography organizations in the world. He is also past president of the National Council for Geographic Education; past president of Gamma Theta Upsilon, the International Geographic Honor Society; and, he served as one of ten members of the National Council of Colleges of Arts and Sciences Research Universities Committee. He is recognized nationally and internationally for his research utilizing satellite data and geographic information systems to analyze various dimensions of the earth's land surface. President Nellis is a native of the Northwest. Born in Spokane, Wash., he earned his bachelor's degree in geography at Montana State University, and his master's and doctoral degrees in geography at Oregon State University.

On March 1, 2013, the State Board of Education announced that President Nellis was the sole finalist for the position of President of Texas Tech University. President Nellis will remain at the University until June 1, 2013.

On March 27, 2013, the State Board of Education announced the selection of Dr. Burnett, Jr., as the Interim President to begin work upon the departure of current President Nellis in June.

Donald L. Burnett Jr., Interim President, has had a career that encompassed service as an appellate judge, practicing lawyer, JAG officer, state bar president, law professor, and dean of two law schools. He is an Idaho native, has served as the University of Idaho College of Law dean since 2002. He also serves as the coordinating dean for interdisciplinary programs in water resources, environmental science, and professional science masters program. Dr. Burnett had previously severed as the dean of the Brandeis School of Law at the University of Louisville. He holds a bachelor's degree, magna cum laude, economics from Harvard, a J.D. degree from University of Chicago Law School and LL.M. degree from University of Virginia. Dr. Burnett also graduated on the "Commandant's List" from the Command & General Staff College of the U.S. Army.

Douglas D. Baker, Provost and Executive Vice President, assumed his position at the University of Idaho in 2005. He previously served Washington State University as Vice-Provost for Academic Affairs from 1998 to 2005 and Director of the Office of Undergraduate Education from 2003 to 2005. Dr. Baker is fully engaged in active strategic planning and implementation at the University of Idaho and is interested in developing work across organizational units for greater effectiveness. Dr. Baker taught courses in Management, Organizational Behavior, Organizational Design, Strategic Planning, Human Resource Management and Research Methods as a Professor of Management at Washington State University where he began in 1981 as an Assistant Professor. He has received numerous awards for teaching excellence including the Shell Oil Distinguished Undergraduate Teaching Award in 1990 and in

1984. Dr. Baker received his Ph.D. from the University of Nebraska, following baccalaureate and master's degrees from Colorado State University. He has worked as a consultant to national and international businesses.

On [April 4, 2012], the [State Board of Education] announced that Dr. Baker has accepted the position as President of Northern Illinois University. It is anticipated that an Interim Provost will be named by the end of April; however, Dr. Baker will remain at the University until mid-June 2013.

Ronald Smith, Vice President of Finance and Administration, assumed his position at the University of Idaho in July 2011. Dr. Smith was previously the vice president for finance and business affairs at Seattle University. Prior to his tenure in Seattle, Washington, he served as vice president for administrative services for Lewis-Clark State College in Lewiston, Oregon. He also served in several capacities at the University of Idaho for eight years in the late 1980s and early 1990s. A native of Bozeman, Montana, Dr. Smith earned a bachelor of science degree in commerce and accounting from Montana State University; master's degree in business administration from the University of Montana; and a doctorate in higher education administration from the University of Idaho.

John (Jack) K. McIver, Vice President of Research and Economic Development, assumed his position at the University in June 2008. Dr. McIver received his B.S degree in Mechanical Engineering and Physics at the University of Rochester in 1971, his Masters of Science from the College of Engineering and Applied Sciences at the University of Rochester in 1972, and his Doctorate from the College of Engineering and Applied Sciences at the University of Rochester in 1979. He currently oversees, coordinates and facilitates all University research activities, including sponsored and internally funded research, center and institute research, interdisciplinary research programs, and research related to the University's land grant mission. He has responsibility for all policies and procedures relating to research, technology transfer, economic development, and regulatory compliance and works closely with the faculty to catalyze, encourage, and support research and scholarly activities. Dr. McIver also has management responsibility for the University of Idaho Office of Research and Economic Development, which includes the Office of Sponsored Programs, the Office of Research Assurances, the University institutes, and the Office of Technology Transfer. He is the principal point of contact for the University in all research related matters and represents the regional, national, and international research interests of the University to major research funding agencies and foundations, to regional and national research consortia, to national laboratories, to federal and state agencies, and to the private sector.

Christopher D. Murray, Vice President for University Advancement, assumed his position at the University in May 2006. Mr. Murray received his B.A. degree in Journalism at the University of Southern California in 1983, and his Masters of Business Administration at the University of Southern California in 1995. Prior to joining the University, he held academic positions at the University of Southern California (Director of Corporate Relations, Central Development, from 1991 to 1994; Director of Development, Marshall School of Business, from 1994 to 1996) and the University of Oregon (Associate Dean, External Affairs – Lundquist College of Business, from 1997 to 2006). He served as a director of The Muscular Dystrophy Association (MDA) from 1983 to 1991 and as Executive Director of The Scleroderma Research Foundation from 1996 to 1997. Mr. Murray is responsible for advancement efforts including designing, articulating and leading comprehensive fund raising, providing oversight and alignment of activities in the development office, alumni relations, and marketing communications programs. He also serves as executive director of the University of Idaho Foundation, responsible for organizing, supporting and directing volunteers in fundraising and advancement efforts.

Kent E. Nelson, was appointed as General Counsel to the University on September 17, 2006. Prior to his appointment he served from June 1998 to September 2006 as the Senior Deputy Attorney General in the Contracts and Administrative Law Division of the Idaho Attorney General, where he served as special projects counsel to the Idaho Board of Land Commissioners and as general counsel to various state agencies including the State Board of Education and Board of Regents of the University of Idaho. From September 1984 to June 1998 he was in general civil practice in Boise, Idaho with emphasis in real estate, transactions, creditors rights and civil litigation. Mr. Nelson received a bachelor's degree in accounting from the University of Idaho in 1980 and a Juris Doctor in law from the University of Idaho College of Law in 1984.

TAX MATTERS

The Series 2013A Bonds

Federal Income Tax. In the opinion of Skinner Fawcett, LLP and Ballard Spahr LLP, as Co-Bond Counsel to the Regents, interest on the Series 2013A Bonds is excludable from gross income for purposes of federal income tax under existing laws as enacted and construed on the date of initial delivery of the Series 2013A Bonds, assuming the accuracy of the certifications of the Regents and continuing compliance by the Regents with the requirements of the Internal Revenue Code of 1986. Interest on the Series 2013A Bonds is not an item of tax preference for purposes of either individual or corporate federal alternative minimum tax ("**AMT**"); however, interest on Series 2013A Bonds held by a corporation (other than an S corporation, regulated investment company, or real estate investment trust) may be indirectly subject to federal AMT because of its inclusion in the adjusted current earnings of a corporate holder.

Original Issue Premium. Certain of the Series 2013A Bonds may be offered at a premium ("**original issue premium**") over their principal amount. For federal income tax purposes, original issue premium is amortizable periodically over the term of such Series 2013A Bond through reductions in the holder's tax basis for such Series 2013A Bond for determining taxable gain or loss from sale or from redemption prior to maturity. Amortization of premium does not create a deductible expense or loss. Holders should consult their tax advisors for an explanation of the amortization rules.

Original Issue Discount. Certain of the Series 2013A Bonds may be offered at a discount ("**original issue discount**") equal generally to the difference between public offering price and principal amount. Original issue discount on a Series 2013A Bond accrues as tax-exempt interest periodically over the term of the Series 2013A Bond. The accrual of original issue discount increases the holder's tax basis in the Series 2013A Bond for determining taxable gain or loss from sale or from redemption prior to maturity. Series 2013A Bondholders should consult their tax advisors for an explanation of the accrual rules.

State of Idaho Income Tax. Co-Bond Counsel is also of the opinion that interest on the Series 2013A Bonds is exempt from State of Idaho personal income taxes.

The Series 2013B Bonds

Federal Income Tax. Interest on the Series 2013B Bonds is not excludable from gross income for federal income tax purposes.

Original Issue Discount. Certain of the Series 2013B Bonds may be offered at a discount ("**original issue discount**") equal generally to the difference between public offering price and principal amount. Original issue discount on a Series 2013B Bond accrues as tax-exempt interest periodically over the term of the Series 2013B Bond. The accrual of original issue discount increases the holder's tax basis in the Series 2013B Bond for determining taxable gain or loss from sale or from redemption prior to maturity. Series 2013B Bondholders should consult their tax advisors for an explanation of the accrual rules.

State of Idaho Income Tax. Co-Bond Counsel is also of the opinion that interest on the Series 2013B Bonds is not exempt from State of Idaho income taxes.

No Further Opinion

Co-Bond Counsel expresses no opinion regarding any other tax consequences relating to ownership or disposition of, or the accrual or receipt of interest on, the Series 2013 Bonds.

Changes in Federal and State Tax Laws

From time to time, there are Presidential proposals, proposals of various federal committees, and legislative proposals in the Congress and in the states that, if enacted, could alter or amend the federal and state tax matters referred to herein or adversely affect the marketability or market value of the Series 2013 Bonds or otherwise prevent holders of the Series 2013 Bonds from realizing the full benefit of the tax exemption of interest on the Series 2013A Bonds. Further, such proposals may impact the marketability or market value of the Series 2013 Bonds simply by being proposed. It cannot be predicted whether or in what form any such proposal might be enacted or whether if enacted it would apply to Series 2013 Bonds issued prior to enactment. In addition, regulatory actions are from time to time announced or proposed and litigation is threatened or commenced which, if implemented or concluded in a particular manner, could adversely affect the market value, marketability or tax status of the Series 2013 Bonds. It cannot be predicted whether any such regulatory action will be implemented, how any particular litigation or judicial action will be resolved, or whether the Series 2013 Bonds would be impacted thereby.

Purchasers of the Series 2013 Bonds should consult their tax advisors regarding any pending or proposed legislation, regulatory initiatives or litigation. The opinions expressed by Bond Counsel are based upon existing legislation and regulations as interpreted by relevant judicial and regulatory authorities as of the date of issuance and delivery of the Series 2013 Bonds, and Bond Counsel has expressed no opinion as of any date subsequent thereto or with respect to any proposed or pending legislation, regulatory initiatives or litigation.

UNDERWRITING

The Series 2013 Bonds are being purchased by George K. Baum & Company, acting as the Underwriter. The Bond Purchase Agreement relating to the Series 2013 Bonds, entered into between the Underwriter and the Regents, provides that the Underwriter will purchase (A) the Series 2013A Bonds at an aggregate purchase price of $____________, representing (i) the $__________ aggregate par amount of the Series 2013A Bonds, plus (ii) net original issue premium of $___________, minus (iii) an underwriter's discount of $____________; and (B) the Taxable Series 2013B Bonds at an aggregate price of $___________, representing (i) the $___________ aggregate par amount of the Taxable Series 2013B Bonds, minus (ii) an underwriter's discount of $__________. After initial public offering, the public offering prices may vary from time to time. Under the Bond Purchase Agreement, the Underwriter is obligated to purchase all of the Series 2013 Bonds if any are purchased. The Underwriter reserves the right to join with dealers and other underwriters in offering the Series 2013 Bonds to the public.

The Underwriter and its respective affiliates is a full service financial institutions engaged in various activities, which may include sales and trading, commercial and investment banking, advisory, investment management, investment research, principal investment, hedging, market making, brokerage and other financial and non-financial activities and services. The Underwriters and its respective affiliates have provided, and may in the future provide, a variety of these services to the University, for which it received or will receive customary fees and expenses.

In the ordinary course of its various business activities, the Underwriter and its respective affiliates, officers, directors and employees may purchase, sell or hold a broad array of investments and actively trade securities, derivative, loans, currencies and other financial instruments for its own account and for the accounts of its customers, and such investment and trading activities may involve or relate to assets, securities and/or instruments of the University (directly, as collateral securing other obligations and otherwise) and/or persons and entities with relationships with University. The Underwriters and its respective affiliates may also communicate independent investment recommendations, market color or trading ideas and/or public or express independent research views in respect of such assets, securities or instruments and may at any time hold, or recommend to clients that it should acquire, long and/or short positions in such assets, securities and instrument.

The Underwriter may offer and sell the Series 2013 Bonds to certain dealers (including dealers depositing the Series 2013 Bonds in investment trusts) and others at prices lower than the offering prices stated on the cover page of this Official Statement. The initial public offering prices stated on the inside cover page may be changed from time to time by the Underwriter.

RATINGS

Moody's Investors Service, Inc. ("**Moody's**") and Standard & Poor's Ratings Services ("**S&P**") have assigned underlying ratings of ["Aa3"] and ["A+,"] respectively, to the Series 2013 Bonds. The ratings reflect only the views of the rating agencies, and an explanation of the significance of the ratings may be obtained from the rating agencies. There is no assurance that such ratings will continue for any given period of time or that the ratings may not be revised or withdrawn entirely if, in the judgment of the rating agencies, circumstances so warrant. Any downward revision or withdrawal of such ratings will be likely to have an adverse effect on the market price or marketability of the Series 2013 Bonds. The Regents, the University and the Underwriter have undertaken no responsibility to oppose any such revision or withdrawal.

CONTINUING DISCLOSURE

Upon delivery of the Series 2013 Bonds, the Regents and the Trustee are entering into a "Continuing Disclosure Agreement" pursuant to which the Regents will provide to the Trustee within 180 days following the end of its Fiscal Year, commencing with the Fiscal Year ended June 30, 2013, a copy of the University's annual audited financial statements and such other specified financial, statistical and operating data for such Fiscal Year in form and scope similar to the financial, statistical and operating data included in this Official Statement. The Regents will also agree to deliver to the Trustee notice of certain events described in Rule 15c2-12 as promulgated by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as amended (the "**Rule**"). The Trustee will agree to deliver the information and the notices described in the preceding two sentences upon receipt thereof from the Regents to the Municipal Securities Rulemaking Board's (the "**MSRB**") Electronic Municipal Market Access system pursuant to the Rule. The Trustee will also agree that if it has knowledge that the Regents have not delivered the University's annual audited financial statements or have not provided the financial, statistical and operating data as described above it will directly notify the MSRB of the Regents' failure to deliver such information.

The Regents have not failed to perform any obligation with respect to any existing undertaking to provide continuous disclosure under the Rule. A failure by the Regents to comply with the Continuing Disclosure Agreement does not constitute an event of default under the Resolution and the sole remedy of the Bondholders (including any Beneficial Owner) in the event of any failure of the Regents to comply with the Continuing Disclosure Agreement is an action for specific performance.

A failure by the Regents to comply with the Continuing Disclosure Agreements must be reported in accordance with the Rule and must be considered by any broker, dealer or municipal securities dealer before recommending the purchase or sale of the Series 2013 Bonds in the secondary market. Consequently, such a failure may adversely affect the transferability and liquidity of the Series 2013 Bonds and their market price.

LITIGATION

The Regents have reported as of the date hereof that there is no litigation pending or threatened that, if decided adversely to the interests of the Regents or the University, would have a materially adverse effect on the operations or financial position of the Regents or the University. As of the date hereof, there is no litigation of any nature now pending or threatened restraining or enjoining the issuance, sale, execution or delivery of the Series 2013 Bonds or in any way contesting or affecting the validity of, or having a material adverse effect on, the Series 2013 Bonds, the pledge and application of Pledged Revenues or the existence or powers of the Regents or the University. **[UPDATE]**

LEGAL MATTERS

All legal matters incident to the authorization and issuance of the Series 2013 Bonds are subject to the approval of Skinner Fawcett LLP, Boise, Idaho, and Ballard Spahr LLP, Salt Lake City, Utah, as Co-Bond Counsel to the Regents, whose Approving Opinion will be delivered with the Series 2013 Bonds and the form of which are attached as **Appendix F** to this Official Statement. Certain legal matters will be passed upon for the Regents and the University by the University's Counsel, Kent E. Nelson, Esq., Moscow, Idaho and for the Underwriter by Hogan Lovells US LLP, Denver, Colorado.

INDEPENDENT AUDITORS

The audited financial statements of the University as of and for the Fiscal Years ended June 30, 2012 and June 30, 2011, included in this Official Statement as **Appendix A**, have been audited by Moss Adams LLP, independent auditors, except that the financial statements of the University's discretely presented component unit as described in Note 20 to the University's audited financial statements, and the University of Idaho Health Benefits Trust as described in Note 13 to the University's audited financial statements, were audited by other auditors, as stated in their report appearing therein. These financial statements are the most recent audited financial statements of the University.

Moss Adams LLP has not been engaged to perform and has not performed, since the date of its report, any procedures on the financial statements addressed in the report. Moss Adams LLP has not performed any procedures relating to this Official Statement, and has not consented to the use of the financial statements of the University in this Official Statement.

[Remainder of page intentionally left blank]

MISCELLANEOUS

This Official Statement, and its distribution and use by the Underwriter, have been duly authorized and approved by the Regents.

Appendices A through **F** are an integral part of this Official Statement and must be read together with all other parts of this Official Statement.

THE REGENTS OF THE UNIVERSITY OF IDAHO

By: ____
Vice President for Finance and Administration and Bursar

APPENDIX A

Financial Statements of the University
for the Years ended June 30, 2012 and June 30, 2011

APPENDIX B

Schedule of Tuition and Student Fees

The tuition and student fee schedule that follows was approved by the Regents at the __________ ___ meeting for fees to be assessed during the 2012-2013 academic year. The University bases the Estimated Annual Revenue to be collected from each of the tuition and student fees on budgeting assumptions of the tuition and student fees approved for the current academic year and the number of full-time and part-time students for the previous academic year. The number of students obtained by dividing the Estimated Annual Revenue line items for full-time students is less than the full-time equivalents and fall semester full time enrollees for Fall 2012 shown in the body of the Official Statement under "THE UNIVERSITY – Five-Year Historical Enrollment Summary." This is consistent with historic budgeting assumptions, including consideration of the University's policy to provide tuition and student fee waivers or discounts to certain scholarship recipients and to certain employees and spouses of certain employees. The University's estimates include certain assumptions concerning refunds, late fees and other variables in individual tuition and student fees, such that the annual estimated revenues of each tuition and student fee are not the numerical product of the tuition and student fee rates times a constant number for students paying such tuition and student fees, but nonetheless represent the University's best estimate of tuition and student fee revenues.

Tuition and Student Fees Academic Year 2013-2014

On-Campus Undergraduate Full Time:

General Education Operating Budget
Tuition

Facility Fees

Student Computing & Network Access

Dedicated Activity Fees
Alumni Association Fee
Associated Students-Incl Diversity Ctr $2.00
Campus Card
Campus Rec: Intramurals/Sports Clubs
Campus Rec: SRC Operations / R & R
Commons/Union Operations / R & R
Fine Arts
Intercollegiate Athletics
Mem Gym Cage
Swim Center
Kibbie Center Operations
Marching Band
Native American Student Center
Performing Arts
Sales Tax (event tickets)
Spirit Squad
Student Health Services
Student Services - Alcohol Education
Student Services - Campus Life
Student Services - Counseling & Testing Center
Student Services - Early Childhood
Student Services - Minority Student Programs
Student Services - New Student Orientation
Student Services - Violence Prevention Program
Student Services - Women's Center / LGBQTA
Sustainability Center
Subtotal Dedicated Activity Fees

On-Campus Undergraduate Full Time Tuition and Fees:

Other Full Time Fees and Tuition
Graduate/Professional Tuition
WUE Fee
Non-Resident Tuition

Part Time Tuition and Fees:
Effective FY2014 graduate tuition and fees will transition from 1/10 of full time to 1/9 of full time.
Undergraduate Tuition and Fees
Undergraduate Non-Resident (in addition to Tuition & Fees)

Graduate Tuition and Fees
Graduate Fee (in addition to Tuition & Fees)

Graduate Non-Resident (in addition to Tuition, Fees & Grad Fee)

Note: The University is exploring the ability to charge increased tuition to Non-Residents for Summer Session up to but not to exceed full Non-Resident tuition.

Professional Fees (in addition to above tuition and fees)

Law Full Time
Law Part Time
Art & Architecture Full Time
Art & Architecture Part Time Undergraduate
Art & Architecture Part Time Graduate
Bioregional Planning Full Time
Bioregional Planning Part Time

Program Fees

Executive MBA (2 years)
Professional Practices Doctorate (3 years)
Masters of Science in Athletic Training (1 year/3 semesters)
Doctorate in Athletic Training (1 year/3 semesters)

APPENDIX C

Glossary of Certain Terms Used in the Resolution

[To be conformed]

Except as otherwise expressly provided in the Resolution, as supplemented by Supplemental Resolutions, including the 2013 Supplemental Resolution, or unless the context otherwise requires, the following terms shall have the following meanings (references herein to the "University" shall be deemed to refer to the Regents or other appropriate authority thereof pursuant to the Act and other applicable laws):

Act shall mean the Educational Institutions Act of 1935, codified in Title 33, Chapter 38, Idaho Code, as the same shall be amended from time to time.

Activity Center Complex Fee means the activity center complex fee imposed upon full and part time students attending the University.

Activity Fees means such fees designated and set from time to time by the Regents or the University, imposed upon each full-time and part-time on-campus student in attendance at the University for activities at the University. Currently such fees include: ASUI general, alumni association fee, campus card, cheerleader program, college dedicated fee, Commons/Union operations, fine arts, intercollegiate athletics, intramural/locker/recreational services, Kibbie Center operations (stadium), marching band, minority student program, sales tax, student advisory services, student recreation center operations, student benefits, health and wellness, and student health services.

Additional Bonds means any bonds which the Regents may issue pursuant to Article VII of the Resolution secured by all or a portion of the Pledged Revenues, as may be amended from time to time.

Amendments means, collectively, the 2005 Amendments, the 2007 Amendments, and the 2010 Amendments.

Approving Opinion means an Opinion of Counsel to the effect that an action being taken is authorized by the applicable provisions of the Resolution and will not adversely affect the tax-exempt status of interest on the Tax-Exempt Bonds or the status of the Series 2010B Bonds as Build America Bonds.

Authorized Denomination means $5,000 or any integral multiple thereof.

Authorized Officer of the University shall mean the Bursar or a representative designated by the Bursar.

Auxiliary Enterprises shall mean all facilities of the University generating Sales and Services Revenues, including the Housing System, Parking System, Non-Residential Food Service System, Bookstore, and recreational and event facilities.

Beneficial Owner(s) shall mean the owners of Bonds and any Additional Bonds issued pursuant to the Resolution, whose ownership is recorded under the Book-Entry-Only System maintained by the Securities Depository as described in the Resolution.

Bond Fund shall mean the fund created by the Resolution, consisting of two accounts: (1) Debt Service Account and (2) Debt Service Reserve Account.

Bond Purchase Agreement means the Bond Purchase Agreement dated __________ __, 2013, between the Regents and the Underwriter pursuant to which the Series 2013A Bonds and the Taxable Series 2013B Bonds are sold.

Bond Register shall mean the registration records of the Regents, maintained by the Trustee, on which shall appear the names and addresses of the Registered Owners of the Bonds and any Additional Bonds.

Bond Resolution or Resolution shall mean the Bond Resolution adopted by the Regents on November 22, 1991, providing for the issuance of General Revenue Bonds, as from time to time amended and supplemented by Supplemental Resolutions.

Bond Year means the one-year period (or, in the case of the first Bond Year, the shorter period from the date of issue of the Bonds) selected by the University. If no date is selected by the University within five years of the date of delivery of a series of Bonds, each Bond Year shall end at the close of business on the date preceding the anniversary of the date of delivery of a series of Bonds.

Bonds shall mean, collectively, the Bonds issued pursuant to the Resolution and Additional Bonds issued pursuant to any Supplemental Resolutions.

Book-Entry System shall mean the book-entry system of registration of the Bonds and any Additional Bonds as described in the Resolution.

Build America Bonds means the interest subsidy bonds issuable by the University under Sections 54AA and 6431 of the Code and a qualified bond under Section 54AA(g)(2) of the Code or such other tax credit bonds of substantially similar nature which may be hereafter authorized.

Bookstore means the University's bookstore facilities located on the Moscow campus, in which books, supplies and merchandise are sold.

Bursar means the officer so designated by the University as chief financial officer of the University, currently the Vice President of Finance and Administration, including any acting Bursar designated by the University.

Business Day means, with respect to the Series 2013 Bonds, a day, other than Saturday or Sunday on which banks located in the State of Idaho or in the city where the principal corporate trust office of the Trustee is located are open for the purpose of conducting commercial banking business.

Cede & Co. shall mean Cede & Co., as nominee of DTC.

Code shall mean the Internal Revenue Code of 1986, as amended and supplemented from time to time, and the regulations promulgated thereunder.

Construction Fund shall mean the special account created by the Resolution, from which the Costs of Acquisition and Construction of a Project shall be paid.

Continuing Disclosure Agreement means the Continuing Disclosure Agreement between the Regents and the Trustee as Dissemination Agent with respect to the Series 2013 Bonds.

Cost(s) of Issuance shall mean printing, Rating Agency fees, legal fees, underwriting fees, fees and expenses of the Trustee, bond insurance premiums, if any, and all other fees, charges, and expenses with respect to or incurred in connection with the issuance, sale, and delivery of a series of Bonds.

Debt Service for any period shall mean, as of any date of calculation, an amount equal to the Principal Installment and interest accruing during such period on the Bonds, plus any Payment due under a Parity Payment Agreement. Such Debt Service on the Bonds shall be calculated on the assumption that no portion of the Bonds Outstanding at the date of calculation will cease to be Outstanding except by reason of the payment of the Principal Installment on the Bonds on the due date thereof. For any Series of Variable Rate Bonds bearing interest at a variable rate which cannot be ascertained for any particular Fiscal Year, it shall be assumed that such Series of Variable Rate Bonds will bear interest at a fixed rate equal to the higher of (i) the average of the variable rates applicable to such Series of Variable Rate Bonds during any twenty-four month period ending within thirty (30) days prior to the date of computation, or (ii) 110% of the Bond Buyer 25 Revenue Bond Index most recently published prior to the computation date but bearing interest at a fixed rate. There shall be excluded from "Debt Service" (i) interest on Bonds (whether Cross-over Refunding Bonds or Cross-over Refunded Bonds) to the extent that Escrowed Interest is available to pay such interest, and (ii) principal on Cross-over Refunded Bonds to the extent that the proceeds of Cross-over Refunding Bonds are on deposit in an irrevocable escrow in satisfaction of the requirements of Section 57-504, Idaho Code, and such proceeds or the earnings thereon are required to be applied to pay such principal (subject to the possible use to pay the principal of the Cross-over Refunding Bonds under certain circumstances) and such amounts so required to be applied are sufficient to pay such principal.

Debt Service Account shall mean the account of that name created within the Bond Fund by the Resolution which acts as a reserve for certain Bonds, but not the 2013 Bonds.

Debt Service Reserve Account shall mean the account of that name created within the Bond Fund by the Resolution.

Direct Payments means the interest subsidy payments received by the University from the United States Treasury pursuant to Section 6431 of the Code or other similar programs with respect to Series 2010C Bonds issued under the Resolution.

DTC means The Depository Trust Company, New York, New York.

DTC Participants shall mean those financial institutions for whom the Securities Depository effects book-entry transfers and pledges of securities deposited with the Securities Depository, as such listing of Participants exists at the time of such reference.

Educational Activities Revenues shall mean revenues generated incidentally to the conduct of instruction, research and public service activities, such as unrestricted revenues generated by the University's testing and training services, labs, sales of scientific materials, sales of miscellaneous services and products, and agriculture and forest products.

Escrow Agent means Wells Fargo Bank, N.A.

Escrow Agreement means the agreement between the University and the Escrow Agent, dated the date of delivery of the Series 2013 Bonds, providing for an Escrow Account for deposit of the Refunding Proceeds.

Estimated Pledged Revenues means, for any year, the estimated Pledged Revenues for such year, based upon estimates prepared by the Bursar and approved in accordance with procedures established by the Regents. In computing Estimated Pledged Revenues, Pledged Revenues may be adjusted as necessary to reflect any changed schedule of fees or other charges adopted and to become effective not later than the next succeeding Fiscal Year of the University and any estimated gain in enrollments of students subject to payment of fees in the academic year next succeeding the delivery of a series of bonds in connection with which an estimate is made. In estimating Operation and Maintenance Expenses, recognition shall be given to any other revenues which may be designated by the Regents and to any anticipated change in the Operation and Maintenance Expenses. Amounts reasonably anticipated to be paid from sources other than Pledged Revenues may be excluded from the estimated Operation and Maintenance Expenses.

Event of Default shall mean one or more of the events enumerated in the Resolution.

F&A Recovery Revenues shall mean the revenues received by the University as reimbursement for facility and administrative costs in conjunction with grants and contracts for research activities conducted by the University.

Facility Fees shall mean such fees designated and set from time to time by the Regents or the University, imposed upon each full-time and part-time on-campus student in attendance at the University for facilities at the University. Currently such fees consist of the Student Building Fee, the Residential Campus Development Fee, the Recreation Center Fee, and the Activity Center Complex Fee.

Fiscal Year shall mean the annual accounting period of the University, beginning July 1 in a year and ending June 30 of the following year.

Fitch means Fitch Ratings, its successors and their assigns, and, if such entity shall be dissolved or liquidated or shall no longer perform the functions of a securities rating agency, "Fitch" shall be deemed to refer to any other nationally recognized securities rating agency designated by the Regents, with notice to the Trustee.

General Account Appropriated Funds shall mean general account appropriated funds of the State of Idaho which in accordance with governmental accounting standards and the University's audited financial statements are treated as non-operating revenues and accordingly such revenues are not included in the definition of Other Operating Revenues for purposes of generating Pledged Revenues under the Resolution, and in any event are excluded from Pledged Revenues.

General Revenue Bond System means the single revenue bond system created under the Resolution under which the Series 2013 Bonds are issued and Additional Bonds may be issued.

Generally Accepted Accounting Principles shall mean those accounting principles applicable in the preparation of financial statements of business corporations as promulgated by the Financial Accounting Standards Board or such other body recognized as authoritative by the American Institute of Certified Public Accountants.

Housing System shall mean the University's system of (i) on campus, student group housing facilities and related facilities, including family student housing; and (ii) the Residence Hall System.

Investment Income shall include investment earnings on all unrestricted University funds and accounts.

Investment Securities shall mean and include any securities authorized to be acquired by the Treasurer of the State of Idaho pursuant to Section 67-1210 and 67-1210A, Idaho Code, or any successor Code section specifying legal investments.

Issue Date means, with respect to any Series 2013 Bonds, the dates on which such Series 2013 Bonds are first delivered to the purchasers thereof.

Mandatory Redemption Amount(s) shall mean the mandatory deposits (i) established for the Series 1992A Bonds pursuant to the Resolution, or (ii) as to any Additional Bonds the amounts so designated in a Supplemental Resolution. The portion of any Mandatory Redemption Amount remaining after the deduction of any amounts credited pursuant to the Resolution (or the original amount of any such Mandatory Redemption Amount if no such amounts shall have been credited toward the same) shall constitute the unsatisfied balance of such Mandatory Redemption Amount for the purpose of calculation of Mandatory Redemption Amounts due on a future date.

Maximum Annual Debt Service shall mean an amount equal to the greatest annual Debt Service with respect to the Bonds for the current or any future Bond Year.

Moody's means Moody's Investors Service, Inc., a corporation organized and existing under the laws of the State of Delaware, its successors and assigns and, if such entity shall be dissolved or liquidated or shall no longer perform the functions of a securities rating agency, "Moody's" shall be deemed to refer to any other nationally recognized securities rating agency (other than S&P or Fitch) designated by the Regents, with notice to the Trustee.

Net Proceeds, when used with reference to any series of Bonds, shall mean the aggregate principal amount of the series of Bonds, less the Costs of Issuance.

Non-Residential Food Service System means the University's system of providing food services for the University's students, faculty, staff, employees and invited guests at all University facilities on the Moscow campus, excluding board charges for food service in the University's Residence Hall System.

Opinion of Counsel means a written opinion of counsel satisfactory to the Regents and not objected to by the Trustee with respect to the Series 2013 Bonds.

Other Fees shall consist of the Graduate/Professional Fee, Law College Dedicated Fee, the Architecture School Dedicated Fee, Non-Resident Fee, the In Service Teacher Education Fee, and the Western Undergraduate Education Fee, general education fees for part-time and summer students which are currently designated by the Regents as the "Part-time Educational Fee" and "Summer School Fee" and such other fees as the University shall hereafter establish.

Other Operating Revenues shall mean revenues received by the University generated from miscellaneous sources, *i.e.*, fines and rent/lease revenues.

Outstanding, when used with reference to the Bonds, as of any particular date, shall mean the Bonds which have been issued, sold and delivered under the Resolution, except (i) the Bonds (or portion thereof) cancelled because of payment or redemption prior to their stated date of maturity, and (ii) the Bonds (or portion thereof) for the payment or redemption of which there has been separately set aside and held money for the payment thereof.

Parking System shall mean the on-campus parking system at the University campus in Moscow, Idaho.

Payment Date means, with respect to the Series 2013 Bonds, each April 1 and October 1, commencing October 1, 2013.

Pledged Revenues shall include (i) Tuition and Student Fees; (ii) Sales and Services Revenues; (iii) the F&A Recovery Revenues; (iv) Other Operating Revenues; (v) Investment Income; (vi) Direct Payments; (vii) proceeds from the sale of a Series of Bonds and moneys and investment earnings thereon, except as otherwise provided in the Resolution or a Supplemental Resolution; and (viii) such other revenues as the Regents shall designate as Pledged Revenues.

Notwithstanding the definition set forth above and, in particular, notwithstanding clause (viii) in no event shall Pledged Revenues include (i) General Account Appropriated Funds or (ii) Restricted Fund Revenues.

President shall mean the president of the Regents.

Pre-2005 Bonds shall mean all bonds issued under the Resolution and Supplemental Resolutions thereto prior to the issuance of the Series 2005A Bonds.

Principal Installment shall mean, as of any date of calculation and with respect to any series of Bonds then Outstanding, (A) the principal amount of Bonds of such series due on a certain future date for which no Mandatory Redemption Amounts have been established, or (B) the unsatisfied balance (determined as provided in the definition of Mandatory Redemption Amount in this section) of any Mandatory Redemption Amount due on a certain future date for Bonds of such series, plus the amount of the mandatory redemption premiums, if any, which would be applicable upon redemption of such Bonds on such future date in a principal amount equal to such unsatisfied balance of such Mandatory Redemption Amount, or (C) if such future dates coincide as to different Bonds of such series, the sum of such principal amount of Bonds and of such unsatisfied balance of such Mandatory Redemption Amount due on such future date plus such applicable redemption premiums.

Private Person shall mean any natural person engaged in a trade or business, the United States of America or any agency thereof, or any trust, estate, partnership, association, company or corporation. A state or local governmental unit is not a private person.

Private Person Use shall mean the use of property in a trade or business by a Private Person if such use is other than as a member of the general public. Private Person Use includes ownership of the property by the Private Person as well as other arrangements that transfer to the private Person the actual or beneficial use of the property (such as a lease, management or incentive payment contract or other special arrangement) in such a manner as to set the Private Person apart from the general public. Use of property as a member of the general public includes attendance by the Private Person at municipal meetings or business rental of property to the Private Person on a day-to-day basis if the rental paid by such Private Person is the same as the rental paid by any Private Person who desires to rent the property. Use of property by nonprofit community groups or community recreational groups is not treated as Private Person Use if such use is incidental to the governmental uses of property, the property is made available for such use by all such community groups on an equal basis and such community groups are charged only a de minimis fee to cover custodial expenses.

Project shall mean any "project" as defined in the Act that is financed with the proceeds of Bonds or Additional Bonds issued under the Resolution.

Project Account shall mean an account established by the Trustee within the Construction Fund for a Project.

Rating Agency means Fitch, S&P, Moody's or any other nationally recognized rating agency, in each case then providing or maintaining a rating on the Series 2013 Bonds at the request of the Regents.

Rebate Fund means the fund by that name established by the Resolution.

Record Date shall mean the 15th day of the calendar month next preceding any interest payment date, as provided in the Resolution.

Recreation Center Fee means the recreation facility fee imposed upon full and part time students attending the University as assessed by the Regents.

Refunded Bonds means the Regents of the University of Idaho Student Fee Refunding and Revenue Bonds, Series 2003, as specified in the Terms Certificate.

Regents shall mean the Board of Regents of the University of Idaho.

Registered Owner or Owner(s) shall mean the person or persons in whose name or names the Bonds shall be registered in the Bond Register maintained by the Trustee in accordance with the terms of the Resolution.

Replacement Bonds shall mean the Bonds described as such in the Resolution, and any Additional Bonds issued as Replacement Bonds in accordance therewith.

Residence Hall System means the University's on-campus residence hall housing facilities, including the Wallace Residence Hall and Cafeteria Complex, the McConnell Residence Hall, the Gault-Upham Residence Hall and the Theophilus Tower Residence Hall, and food service and dining facilities and related and subordinate facilities.

Restricted Fund Revenues shall mean all revenues that the University is obligated to spend in accordance with restrictions imposed by external third parties, such as revenues from grants, contracts, gifts and scholarships.

Revenue Fund shall mean the Revenue Fund established by the Resolution.

S&P means Standard & Poor's Ratings Services, its successors and their assigns, and, if such entity shall be dissolved or liquidated or shall no longer perform the functions of a securities rating agency, "S&P" shall be deemed to refer to any other nationally recognized securities rating agency (other than Fitch or Moody's) designated by the Regents, with notice to the Trustee.

Sales and Services Revenues shall include all revenues generated through operations of the Auxiliary Enterprises and the Educational Activities Revenues.

Secretary means the secretary of the Regents.

Securities Depository shall mean DTC, or any successor Securities Depository appointed pursuant to the Resolution.

Series 2005A Bonds means the $30,740,000 principal amount of General Revenue Refunding Bonds, Series 2005A.

Series 2007B Bonds means the $35,035,000 Adjustable Rate General Revenue Refunding Bonds, Series 2007B.

Series 2010A Bonds means the $3,975,000 principal amount of General Revenue Refunding Bonds, Series 2010A.

Series 2010B Bonds means the $10,150,000 principal amount of General Revenue Bonds, Series 2010B.

Series 2010C Bonds means the $13,145,000 principal amount of Taxable General Revenue Bonds, Series 2010C.

Series 2011 Bonds means the $58,930,000 principal amount of Series 2011 Bonds.

Series 2013A Bonds means the General Revenue and Refunding Bonds, Series 2013A, of the Regents authorized by the 2013 Supplemental Resolution.

Series 2013A Project means the financing and [refinancing] of various capital improvements.

Series 2013A Project Account means the account established under the 2013 Supplemental Resolution into which shall be deposited the Project Proceeds related to the Series 2013A Bonds.

Series 2013 Bondholder, Holder and Bondholder means the holder of any Series 2013 Bond.

Series 2013 Bonds means collectively, the Series 2013A Bonds and Taxable Series 2013B Bonds.

Series 2013B Project means the financing of an outdoor science center.

Series 2013B Project Account means the account established under the 2013 Supplemental Resolution into which shall be deposited the Project Proceeds relating to the Taxable Series 2013B Bonds.

Series 2013 Costs of Issuance shall mean the Costs of Issuance incurred in connection with the issuance, sale and delivery of the Series 2013 Bonds.

Series 2013 Costs of Issuance Fund shall mean the fund established pursuant to the 2013 Supplemental Resolution into which shall be deposited the portion of the proceeds of the Series 2013 Bonds necessary to pay the Series 2013 Costs of Issuance, as further provided in the 2013 Supplemental Resolution.

Series 2013 Project means the Series 2013A Project and the Series 2013B Project.

Student Building Fee means the Student Building Fee designated and set from time to time by the Regents, imposed upon each full-time and part-time on-campus student in attendance at the University.

Supplemental Resolution means any resolution amending or supplementing the terms of the Resolution in full force and effect which has been duly adopted and approved by the University under the Act; but only if and to the extent that such Supplemental Resolution is adopted in accordance with the provisions of the Resolution.

Tax-Exempt Bonds means the Series 2013A Bonds.

Taxable Bonds means the Taxable Series 2013B Bonds.

Taxable Series 2013B Bonds means the Taxable General Revenue Bonds, Series 2013B of the Regents authorized by the 2013 Supplemental Resolution.

Technology Fee shall include the Student Computing and Network Access Fee to support the University's technological operations, as assessed against full-time and part-time students at the University and as said fees now exist and may hereafter be revised by the Regents or the University.

Terms Certificate means one or more certificates of the Regents signed by the Bursar or authorized designee in substantially the form attached to the 2013 Supplemental Resolution, specifying certain terms of the Series 2013 Bonds.

Trustee shall mean Wells Fargo Bank, N.A., Boise, Idaho, which shall also act as bond registrar, authenticating agent, paying agent and transfer agent with respect to the Series 2013 Bonds, or its successors in functions, as now or hereafter designated.

Tuition and Student Fees shall consist of the Tuition Fee, the Activity Fees, the Facility Fees, the Technology Fee, and Other Fees.

Tuition Fee(s) shall mean the student tuition established by the Regents. Tuition fees are defined as the fees charged for any and all educational costs at University of Idaho. Tuition fees include, but are not limited to, costs associated with academic services; instruction; the construction, maintenance, and operation of buildings and facilities; student services; or institutional support.

2005 Amendments means amendments to the Resolution as described in the 2005A Supplemental Resolution.

2005A Supplemental Resolution means the Supplemental Resolution of the Regents adopted on January 24, 2005.

2007 Amendments means amendments to the Resolution as described in the 2007 Supplemental Resolution.

2007 Supplemental Resolution means the Supplemental Resolution of the Regents adopted on October 11, 2007, authorizing the Series 2007 Bonds and making the 2007 Amendments.

2010 Amendments means amendments to the Resolution as described in the 2010 Supplemental Resolution.

2010 Supplemental Resolution means the Supplemental Resolution of the Regents adopted on February 18, 2010, authorizing the Series 2010A Bonds, the Series 2010B Bonds, the Series 2010C Bonds and the Series 2011 Bonds.

2013 Amendments means amendments to the Resolution as described in the 2013 Supplemental Resolution.

2013 Supplemental Resolution means the Supplemental Resolution of the Regents adopted on April 18, 2013, adopting the Series 2013 Bonds.

Underwriter shall mean George K. Baum and Company, or its successor in function, as the original purchaser of the Series 2013 Bonds.

University shall mean the University of Idaho, at Moscow, Idaho, a body politic and corporate pursuant to the provisions of Article 9, Section 10, Idaho Constitution and Section 33-2801, Idaho Code.

Written Certificate of the University shall mean an instrument in writing signed on behalf of the University by a duly Authorized Officer thereof. Every Written Certificate of the University, and every certificate or opinion of counsel, consultants, accountants or engineers provided for in the Resolution shall include: (A) a statement that the person making such certificate, request, statement or opinion has read the pertinent provisions of the Resolution to which such certificate, request, statement or opinion relates; (B) a brief statement as to the nature and scope of the examination or investigation upon which the certificate, request, statement or opinion is based; (C) a statement that, in the opinion of such person, he has made such examination or investigation as is necessary to enable him to express an informed opinion with respect to the subject matter referred to in the instrument to which his signature is affixed; and (D) with respect to any statement relating to compliance with any provision hereof, a statement whether or not, in the opinion of such person, such provision has been complied with.

APPENDIX D

Summary of the Resolution

[To be conformed]

The following is a summary of certain provisions of the Resolution as supplemented and amended by Supplemental Resolutions, including the Supplemental Resolution adopted April 18, 2013 (the "**2013 Supplemental Resolution**"), and is not to be considered a full statement thereof. Reference is made to the Resolution and the 2013 Supplemental Resolution. The Resolution and all Supplemental Resolutions are on file at the University, c/o _____________, Bursar, Administration Building, Room 211, P.O. Box 443168, Moscow, Idaho 83844-3168; or at the office of the Trustee, Wells Fargo Bank, N.A., 877 Main Street, Third Floor, Boise, Idaho 83702. See also "THE SERIES 2013 BONDS" and "SECURITY FOR THE SERIES 2013 BONDS" in the body of the Official Statement.

GENERAL PROVISIONS RELATING TO THE BONDS

Authorization of Bonds

Bonds designated as "General Revenue Bonds" are authorized to be issued by the Regents under the Resolution. The maximum principal amount of the Bonds which may be issued is not limited; provided, however, that the Regents reserve the right to limit or restrict the aggregate principal amount of the Bonds which may at any time be issued or Outstanding under the Resolution. Bonds may be issued in such Series as from time to time shall be established and authorized by the Regents subject to the provisions of the Resolution. The Bonds may be issued in one or more Series pursuant to one or more Supplemental Resolutions. The designation of the Bonds shall include, in addition to the name "General Revenue Bonds," such further appropriate particular designation added to or incorporated in such title for the Bonds of any particular Series as the Regents may determine. Each Bond shall bear upon its face the designation so determined for the Series to which it belongs. Each Bond shall recite in substance that it is payable from and secured by the Pledged Revenues of the University pledged for the payment thereof.

Terms of Bonds

The principal of and interest on, and the redemption price of the Bonds shall be payable in lawful money of the United States of America at the principal corporate trust office of the Trustee or of any Paying Agent at the option of a Registered Owner. Payment of interest on any fully registered Bond shall be (i) made to the Registered Owner thereof and shall be paid by check or draft mailed to the Registered Owner thereof as of the close of business on the Record Date at his address as it appears on the registration books of the Trustee or at such other address as is furnished to the Trustee in writing by such Registered Owner, or (ii) with respect to units of $500,000 or more of Bonds, made by wire transfer to the Registered Owner as of the close of business on the Record Date next preceding the interest payment date if such Registered Owner shall provide written notice to the Trustee not less than fifteen (15) days prior to such interest payment date at such wire transfer address as such Registered Owner shall specify, except, in each case, that, if and to the extent that there shall be a default in the payment of the interest due on any interest payment date, such defaulted interest shall be paid to the Registered Owners in whose name any such Bond is registered at the close of business on the fifth Business Day next preceding the date of payment of such defaulted interest.

The Bonds of any Series may be issued only in fully registered form without coupons in Authorized Denominations.

Execution of Bonds

The Bonds shall be signed on behalf of the Regents by the manual or facsimile signature of its President, attested by the manual or facsimile signature of its Secretary, and countersigned by the manual or facsimile signature of the Bursar of the University, and the seal of the University shall be thereunto affixed by the Secretary of the Regents, which may be by a facsimile of the University's seal which is imprinted upon the Bonds.

Transfer or Exchange of Bonds

Any Bond shall be transferable by the Registered Owner thereof in person, or by his attorney duly authorized in writing, upon presentation and surrender of such Bond at the principal corporate trust office of the Trustee for cancellation and issuance of a new Bond registered in the name of the transferee, in exchange therefor; provided, however, the Trustee shall not be required to transfer the Bonds within fifteen (15) calendar days of a principal or interest payment.

Lost, Stolen, Mutilated or Destroyed Bonds

In case any Bond shall be lost, stolen, mutilated or destroyed, the Trustee may authenticate and deliver a new Bond or Bonds of like date, denomination, interest rate, maturity, number, tenor and effect to the Registered Owner thereof upon the Registered Owner's paying the expenses and charges of the University and the Trustee in connection therewith and upon his filing with the University and the Trustee evidence satisfactory to the University and the Trustee of his ownership thereof, and upon furnishing the University and the Trustee with indemnity satisfactory to the University and the Trustee.

Registration

In the Resolution, the University adopts a system of registration with respect to the Bonds as required by Title 57, chapter 9, Idaho Code, as amended.

Book-Entry-Only System

The Series 2013 Bonds shall initially be registered on the Bond Register in the name of Cede & Co., the nominee for the Securities Depository, and no Beneficial Owner will receive certificates representing their respective interests in the Series 2013 Bonds, except in the event the Trustee issues Replacement Bonds as provided in the Resolution.

Additional Bonds

The University reserves the right to issue Additional Bonds secured equally and ratably with all Bonds issued under the Resolution by a pledge of (i) Pledged Revenues and (ii) the funds established by the Resolution, upon the conditions set forth in Article VII of the Resolution and as described in the Official Statement.

Investment of Funds

Monies held by the University or the Trustee in funds or accounts under the Resolution shall be invested in Investment Securities.

PLEDGE OF REVENUES; ESTABLISHMENT OF FUNDS AND ACCOUNTS

Pledge of Pledged Revenues

In the Resolution, the University pledges for the payment of the Bonds, equally and ratably, the Pledged Revenues. The Pledged Revenues shall not, except as provided in the Resolution, be used for any other purpose while any of the Bonds issued under the Resolution, including the Series 2013 Bonds, remain Outstanding. Except as provided in the Resolution, this pledge shall constitute a first and exclusive lien on the Pledged Revenues for the payment of the Bonds in accordance with the terms of the Resolution.

Confirmation and Establishment of Funds

The following Funds are established under the Resolution:

A. Revenue Fund to be held by the University;

B. Construction Fund to be held by the University;

C. Bond Fund, consisting of a Debt Service Account and a Debt Service Reserve Account (only with respect to the Series 2005A Bonds), to be held by the Trustee;

D. Cost of Issuance Fund to be held by the University;

E. Rebate Fund to be held by the University.

The 2013 Supplemental Resolution also creates in the Construction Fund the "Series 2013A Project Account" (related to the Series 2013A Bonds) and the "Series 2013B Project Account" (related to the Taxable Series 2013B Bonds) and the "Series 2013 Costs of Issuance Account," all of which accounts are to be held by the University.

The Trustee may establish one or more separate and segregated subaccounts within the Debt Service Account or the Debt Service Reserve Account, if any, from time to time as shall be necessary.

Revenue Fund; Bond Fund; Flow of Funds

A. Required Deposits. The University shall deposit as received all Pledged Revenues into the Revenue Fund. The University shall deposit into the Debt Service Account in the Bond Fund the accrued interest, if any, received from the sale of a series of Bonds to the initial purchasers thereof. The University shall also deposit into the Debt Service Account the portion, if any, of the Net Proceeds designated as capitalized interest on a series of Bonds.

B. Permitted Deposits. At any time the University may deposit into the Revenue Fund or the Bond Fund such other funds and revenues that do not constitute Pledged Revenues, as the University may in its discretion determine.

C. Required Transfers. Moneys in the Revenue Fund shall be transferred to the Trustee for deposit in the Debt Service Account in the Bond Fund not later than five (5) days before any Payment Date, an amount equal to Debt Service coming due on such Payment Date. There may be credited against the foregoing transfer, however, any moneys deposited in the Debt Service Account which are available to pay Debt Service on the Bonds and which have not previously been taken as a credit against the required transfers. Moneys in the Revenue Fund shall secondarily be transferred to the Trustee for deposit in the Debt Service Reserve Account in the Bond Fund as soon as practicable after moneys are withdrawn from the Debt Service Reserve Account in accordance with the Resolution.

The Trustee shall pay out of the Debt Service Account to the Registered Owners of the Bonds entitled to such payment on or before each Payment Date the amount of Debt Service payable on such date.

D. Remaining Amounts. Amounts remaining in the Revenue Fund at any time in excess of the amounts necessary to make the payments required above may be applied by the University, free and clear of the lien of the Resolution, to the extent permitted by law, (i) to the redemption of Bonds in accordance with the Resolution or (ii) for any other lawful purpose of the University.

Construction Fund/Project Account

There shall be paid into the Construction Fund the amounts required to be so paid by the provisions of the Resolution or any Supplemental Resolution.

The University may establish within the Construction Fund separate Project Accounts and may establish one or more subaccounts in each Project Account. Income received from the investment of moneys in any Project Account in the Construction Fund shall be credited to such Project Account. Upon completion of any Project, the relevant Project Account shall be closed, and all remaining amounts in such Project Account shall be transferred to the Debt Service Account in the Bond Fund.

Before any payment is made from any Project Account in the Construction Fund, the University shall execute a Written Certificate showing with respect to each payment to be made the name of the person to whom payment is due and the amount to be paid and certifying that the obligation to be paid was incurred and is a proper charge against the Project Account in the Construction Fund and in a reasonable amount against the Project Account in the Construction Fund and has not been theretofore included in a prior Written Certificate, and that insofar as any such obligation was incurred for work, materials, equipment or supplies, such work was actually performed, or such materials, equipment or supplies were actually installed in furtherance of the acquisition of the Project or delivered at the site of the Project for that purpose or delivered for storage or fabrication or as a progress payment due on equipment being fabricated to order.

Before any payment is made from the Project Account in the Construction Fund for the payment of Costs of Issuance, the University shall execute its Written Certificate, signed by an Authorized Officer of the University, stating, in respect of each payment to be made, (a) the name and address of the person, firm or corporation to whom payment is due, (b) the amount to be paid, (c) the particular item of the Cost of Issuance to be paid, and (d) that the cost or obligation in this stated amount is a proper item of the Cost of Issuance and has not been paid.

Bond Fund – Debt Service Reserve Account

There is no Debt Service Reserve Account for the Series 2013 Bonds and the Series 2013 Bonds are not secured by amounts on deposit in the Debt Service Reserve Accounts established with respect to Pre-2005 Bonds and the Series 2005A Bonds. See "SECURITY FOR THE SERIES 2013 BONDS – No Debt Service Reserve Account for the Series 2013 Bonds" in the front portion of the Official Statement to which this **Appendix D** is attached.

A. The University may not substitute a Reserve Account Credit Enhancement for the funds on deposit in the Debt Service Reserve Account, without the prior written consent of all insurers of Outstanding Pre-2005 Bonds and the Series 2005A Bonds. Funds on deposit in the Debt Service Reserve Account shall be invested in Investment Securities having an average aggregate weighted term to maturity of not greater than five (5) years.

B. If on any Payment Date the amount in the Debt Service Account is less than the amount required to pay such Debt Service, the Trustee shall apply amounts from the Debt Service Reserve Account to the extent necessary to make said payments.

C. Any deficiency in the Debt Service Reserve Account created by a withdrawal as authorized by the preceding paragraph shall be replaced as soon as practicable by deposits of legally available moneys from the Revenue Fund, as provided in the Resolution, until the Debt Service Reserve Account is restored to the Reserve Account Requirement.

PAYMENT AGREEMENTS

The Resolution authorizes the Regents to enter into a Payment Agreement and to make a Payment Agreement Payment thereunder on a parity of lien with the payment of the Bonds if the Payment Agreement satisfies the requirements for Additional Bonds described in the Resolution (See "SECURITY FOR THE SERIES 2013 BONDS – Covenants – *Issuance of Additional Bonds*" in the front part of the Official Statement to which this **Appendix D** is attached for a description of requirements for issuance of Additional Bonds), taking into consideration regularly scheduled Payment Agreement Payments and Receipts (if any) under the Payment Agreement. The following shall be conditions precedent to the use of any Payment Agreement on a parity with the Bonds:

(i) The University shall obtain an opinion of Bond Counsel on the due authorization and execution of such Payment Agreement, the validity and enforceability thereof and opining that the action proposed to be taken is authorized or permitted by the Resolution or the applicable provisions of any Supplemental Resolution and will not adversely affect the excludability for federal income tax purposes of the interest on any Outstanding Bonds.

(ii) Prior to entering into a Payment Agreement, the University shall adopt a resolution which shall:

A. set forth the manner in which the Payments and Receipts are to be calculated and a schedule of Payment Agreement Payment Dates;

B. establish general provisions for the rights of the parties to Payment Agreements; and

C. set forth such other matters as the University deems necessary or desirable in connection with the management of Payment Agreements as are not clearly inconsistent with the provisions of the Resolution.

The Payment Agreement may oblige the University to pay, on one or more scheduled and specified Payment Agreement Payment Dates, the Payments in exchange for the Payor's obligation to pay or to cause to be paid to the University, on scheduled and specified Payment Agreement Payment Dates, the Receipts. The University may also enter into Payment Agreements that are not reciprocated by the other party to the agreement.

If the University enters into a Parity Payment Agreement, Payments shall be made from the Debt Service Account and Annual Debt Service shall include any regularly scheduled University Payments adjusted by any regularly scheduled Receipts during a Fiscal Year. Receipts shall be paid directly into the Debt Service Account. Obligations to make unscheduled payments, such a termination payments, may not be entered into on a parity with the Bonds. To the extent that a Parity Payment Agreement has been designated as a hedge of the interest rate features of either Fixed Rate Bonds or Bonds bearing variable rates of interest, Annual Debt Service during the term of such Parity Payment Agreement shall be modified to reflect such Parity Payment Agreement.

Nothing in the Resolution precludes the University from entering into Payment Agreements with a claim on Pledged Revenues junior to that of the Bonds. Furthermore, nothing in the Resolution precludes the University from entering into obligations on a parity with the Bonds in connection with the use of Payment Agreements or similar instruments if the University obtains an opinion of Bond Counsel that the obligations of the University thereunder are consistent with the Resolution.

For purposes of the foregoing Payment Agreements provisions of the Resolution, the following terms have the following meanings:

"Payment" means any payment required to be made by or on behalf of the University under a Payment Agreement and which is determined according to a formula set forth in the Payment Agreement.

"Parity Payment Agreement" means a Payment Agreement under which the University's payment obligations are expressly stated to be secured by a pledge of and lien on Pledged Revenues on an equal and ratable basis with the Pledged Revenues required to be paid into the Bond Fund to pay and secure the payment of the principal of and interest on Outstanding Bonds.

"Payment Agreement" means a written agreement, for the purpose of managing or reducing the University's exposure to fluctuations or levels of interest rates, currencies or commodities or for other interest rate, investment, asset or liability management purposes, entered into on either a current or forward basis by the University and a Qualified Counterparty, all as authorized by any applicable laws of the State. Such agreement may or may not be characterized by a structure of reciprocity of payment.

"Payment Agreement Payment Date" means any date specified in the Payment Agreement on which a Payment or Receipt is due and payable under the Payment Agreement.

"Receipt" means any payment (designated as such by a resolution) to be made to, or for the benefit of, the University under a Payment Agreement by the Payor.

"Payor" means a Qualified Counterparty to a Payment Agreement that is obligated to make one or more payments thereunder.

"Qualified Counterparty" means a party (other than the University or a party related to the University) who is the other party to a Payment Agreement that has or whose obligations are unconditionally guaranteed by a party whose long term debt is rated "A" or higher by Moody's and S&P and who is otherwise qualified to act as the other party to a Payment Agreement under any applicable laws of the State of Idaho.

COVENANTS CONCERNING THE TRUSTEE

Wells Fargo Bank, N.A.,acts as Trustee under the Resolution and also acts as paying agent, bond registrar, authenticating agent, and transfer agent with respect to the Bonds. The Trustee makes no representations as to the validity or sufficiency of the Resolution or of any Bonds issued thereunder or as to the security afforded by the Resolution, and the Trustee shall not incur any liability in respect thereof. The Trustee shall not be liable in connection with the performance of its duties under the Resolution except for its own negligence, misconduct or default.

The Trustee, prior to the occurrence of an Event of Default and after the curing of all Events of Default which may have occurred, undertakes to perform such duties and only such duties as are specifically set forth in the Resolution. In case an Event of Default has occurred (which has not been cured), the Trustee shall exercise such of the rights and powers vested in it by the Resolution and use the same degree of care and skill in its exercise as a prudent man would exercise or use under the circumstances in the conduct of his own affairs.

The Trustee, after a successor Trustee has been duly appointed and has accepted the duties of Trustee in writing, may at any time resign and be discharged of the duties and obligations created by the Resolution by giving not less than sixty (60) days' written notice to the University and to insurers of any outstanding Bonds.

The Trustee may be removed at any time by the University or by insurers of outstanding Bonds, so long as the respective insurer of any Bonds is not in default under its respective policy. Any Trustee appointed in succession to the Trustee shall (1) be a bank or trust company or national banking association, duly authorized to exercise trust powers, and (2) have a reported capital and surplus of not less than $75,000,000.

MODIFICATION OR AMENDMENT OF RESOLUTION

The Resolution or any Supplemental Resolution and the rights and obligations of the University and of the Registered Owners of the Bonds may be modified or amended at any time by a Supplemental Resolution and pursuant to the affirmative vote at a meeting of Registered Owners, or with the written consent without a meeting, (1) of the Registered Owners of at least sixty percent (60%) in aggregate principal amount of the Bonds then Outstanding, (2) in case less than all of the several Series of Bonds then Outstanding are affected by the modification or amendment, of the Registered Owners of at least sixty percent (60%) in principal amount of the Bonds of each Series so affected and then Outstanding, and (3) in case the modification or amendment changes the terms of any Mandatory Redemption Amounts, of the Registered Owners of at least sixty percent (60%) in principal amount of the Bonds of the particular Series and maturity entitled to such Mandatory Redemption Amounts and then Outstanding; provided, however, that if such modification or amendment will, by its terms, not take effect so long as any Bonds of any specified Series remain Outstanding, the consent of the Registered Owners of Bonds of such Series shall not be required and Bonds of such Series shall not be deemed to be Outstanding for the purpose of any calculation of Outstanding Bonds under this section. No such modification of amendment shall (x) extend the fixed maturity of any Bond, or reduce the principal amount or redemption price thereof, or reduce the rate or extend the time of payment of interest thereon, without the consent of the Registered Owner of each Bond so affected, or (y) reduce the aforesaid percentage of Bonds required for the affirmative vote or written consent to an amendment or modification of the Resolution, without the consent of the Registered Owners of all of the Bonds then Outstanding, or (z) without its written consent thereto, modify any of the rights or obligations of the Trustee.

The Resolution or any Supplemental Resolution and the rights and obligations of the University and of the Registered Owners of the Bonds may also be modified or amended at any time by a Supplemental Resolution, without the consent of any Registered Owners, but only to the extent permitted by law and only for any one or more of the following purposes:

(1) to add to the covenants and agreements of the University in the Resolution contained, other covenants and agreements thereafter to be observed, or to surrender any right or power reserved in the Resolution to or conferred upon the University;

(2) to make such provisions for the purpose of curing any ambiguity, or of curing or correcting any defective provision contained in the Resolution, or in regard to questions arising under the Resolution, as the University may deem necessary or desirable, and which shall not adversely affect the interests of the Trustee or the Registered Owners of the Bonds;

(3) to provide for the issuance of a Series of Bonds, and to provide the terms and conditions under which such Series of Bonds may be issued, subject to and in accordance with the provisions of Article VII of the Resolution;

(4) to provide for the issuance of the Bonds pursuant to a book-entry system or as uncertificated public obligations pursuant to the provisions of the Registered Public Obligations Act, Chapter 9 of Title 57, Idaho Code; and

(5) during the term of any credit enhancement agreements (including, without limitation, standby bond purchase agreements and letters of credit) permitted in Section 57-231, Idaho Code, to amend any provisions of the Resolution which is intended solely to be for the benefit of the issuer of the credit enhancement agreement.

Such Supplemental Resolution shall become effective as of the date of its adoption or such later date as shall be specified in such Supplemental Resolution.

Copies of any modification or amendment to the Resolution shall be sent to any Rating Agency maintaining a rating on the Bonds at least ten (10) days prior to the effective date thereof.

EVENTS OF DEFAULT AND REMEDIES OF REGISTERED OWNERS

Events of Default

If any one or more of the following Events of Default shall occur, it is an "event of default" under the Resolution:

(1) failure to make the due and punctual payment of any Principal Installment of a Bond when and as the same shall become due and payable, whether at maturity, by call for redemption, or declaration or otherwise;

(2) failure to make the due and punctual payment of any installment of interest on any Bond or any Mandatory Redemption Amount, when and as such interest installment or any Mandatory Redemption Amount shall become due and payable;

(3) failure by the University to perform or observe any other of the covenants, agreements, or conditions on its part in the Bond Resolution or in the Bonds contained, and such default shall continue for a period of thirty (30) days after written notice thereof to the University by the Trustee specifying such failure and requiring the same to remedied, which period of thirty (30) days may not be extended by more than thirty (30) additional days without the prior written consent of all insurers of outstanding Bonds issued under the Resolution;

(4) a judgment for the payment of money shall be rendered against the University, and any such judgment shall not be discharged within one hundred twenty (120) days of the entry thereof, or an appeal shall not be taken therefrom or from the order, decree of process upon which or pursuant to which such judgment shall have been granted or entered, in such manner as to set aside or stay the execution of or levy under such judgment, or order, decree or process or the enforcement thereof;

(5) dissolution or liquidation of the University or the filing by the University of a voluntary petition in bankruptcy, or the commission by the University of any act of bankruptcy, or adjudication of the University as a bankrupt, or assignment by the University for the benefit of its creditors, or the entry by the University into an agreement of composition with its creditors, or the approval by a court of competent jurisdiction of a petition applicable to the University in any proceeding for its reorganization instituted under the provisions of the federal bankruptcy act, as amended, or under any similar act in any jurisdiction which may now be in effect or which may hereafter be enacted;

(6) if an order or decree shall be entered, with the consent or acquiescence of the University, appointing a receiver or receivers of the Project, or any part thereof, or if such order or decree, having been entered without the consent and acquiescence of the University, shall not be vacated or discharged or stayed within ninety (90) days after the entry thereof; and

(7) any event of default specified in a Supplemental Resolution;

then, and in each and every such case, so long as such Event of Default shall not have been remedied, unless the Outstanding amount of the Bonds shall have already become due and payable, the Trustee (by thirty (30) days' written notice to the University), or the Registered Owners of not less than twenty five percent (25%) of the Bonds then Outstanding (by notice in writing to the University and the Trustee) may declare the Bonds then Outstanding, and the interest accrued thereon, to be due and payable immediately and upon any such declaration the same shall become and be immediately due and payable, anything in the Resolution or in the Bonds contained to the contrary notwithstanding.

Notwithstanding the foregoing, neither the Registered Owners of twenty-five percent (25%) of the Noninsured Bonds then Outstanding, nor the Owners of twenty-five percent (25%) of any series of Bonds then Outstanding, nor the Trustee, may declare any other series of Bonds immediately due and payable without the prior written consent of the relevant insurer of such series of Bonds.

Rights and Remedies of Registered Owners

A. No Registered Owner of any Bond shall have any right to institute any proceeding, judicial or otherwise, with respect to the Resolution, or for the appointment of a receiver or trustee, or for any other remedy thereunder, unless

(1) such Registered Owner has previously given written notice to the Trustee of a continuing Event of Default;

(2) the Registered Owners of not less than twenty-five percent (25%) in principal amount of the Bonds shall have made written request to the Trustee to institute proceedings in respect of such Event of Default in its own name as Trustee;

(3) such Registered Owners have offered to the Trustee reasonable indemnity against the costs, expenses, and liabilities to be incurred in compliance with such request;

(4) the Trustee for sixty (60) days after its receipt of such notice, request, and offer of indemnity has failed to institute any such proceedings; and

(5) no direction inconsistent with such written request has been given to the Trustee during such sixty (60) day period by the Registered Owners of a majority in principal amount of the Bonds; it being understood and intended that no one or more Registered Owner of Bond shall have any right in any manner whatever by virtue of, or by availing of, any provision of the Resolution to affect, disturb, or prejudice the rights of any other Registered Owner of Bonds, or to obtain or to seek to obtain priority or preference over any other Registered Owner, or to enforce any right under the Resolution, except in the manner provided and for the equal and ratable benefit of all the Registered Owners of Bonds.

B. The Registered Owners of a majority in principal amount of the Outstanding Bonds shall have the right to direct the time, method, and place of conducting any proceeding for any remedy available to the Trustee or exercising any trust or power conferred on the Trustee, provided that:

(1) such direction shall not be in conflict with any rule of law or the Resolution,

(2) the Trustee shall not determine that the action so directed would be unjustly prejudicial to the Registered Owners not taking part in such direction, and

(3) the Trustee may take any other action deemed proper by the Trustee which is not inconsistent with such direction.

DEFEASANCE

A. If the University shall pay or cause to be paid, or there shall otherwise be paid, to the Registered Owners of all Bonds the principal of or redemption price, if applicable, and interest due or to become due thereon, if applicable, at the times and in the manner stipulated therein and in the Resolution, or such Bonds shall have been deemed to have been paid as provided in the Supplemental Resolution authorizing a Series of Bonds, then the pledge of any Pledged Revenues, and other moneys, securities and funds pledged under the Resolution and all covenants, agreements and other obligations of the University to the Registered Owners, shall thereupon cease, terminate and become void and be discharged and satisfied. In such event, the Trustee shall cause an accounting for such period or periods as shall be requested by the University to be prepared and filed with the University and, upon the request of the University, shall execute and deliver to the University all such instruments as may be desirable to evidence such discharge and satisfaction, and the Trustee shall pay over or deliver to the University all moneys or securities held by it pursuant to the Resolution which are not required for the payment of principal or redemption price, if applicable, on Bonds.

B. Bonds or interest installments the payment or redemption of which moneys shall have been set aside and shall be held in trust by the Trustee (through deposit by the University of funds for such payment or redemption or otherwise) at the maturity shall be deemed to have been paid within the meaning and with the effect expressed in subsection (A) of this section. All Outstanding Bonds of any Series shall prior to the maturity or redemption date thereof be deemed to have been paid within the meaning and with the effect expressed in subsection (A) of this section if (1) in case any of said Bonds are to be redeemed on any date prior to their maturity, the University shall have given to the Trustee in form satisfactory to it irrevocable instructions to mail to the Registered Owners of such Bonds, notice of redemption of such Bonds on said date, (2) there shall have been deposited with the Trustee either moneys in an amount which shall be sufficient, or Investment Securities, as approved by insurers of any Outstanding Bonds, (including any Investment Securities issued or held in book-entry form on the books of the Department of the Treasury of the United States of America), the principal of and the interest on which when due will provide moneys which, together with the moneys, if any, deposited with the Trustee at the same time, shall be sufficient, to pay when due the principal or redemption price, as applicable, and interest due and to become due, if applicable, on said Bonds on and prior to the redemption date or maturity date thereof, as the case may be, without adversely affecting the tax-exempt status of the interest on said Bonds taxable under the Code, and (3) in the event said Bonds are not by their terms subject to redemption within the next succeeding sixty (60) days, the University shall have given the Trustee in form satisfactory to it irrevocable instructions to mail, first class postage prepaid, a notice to the Registered Owners of such Bonds that the deposit required by (2) above has been made with the Trustee and that said Bonds are deemed to have been paid in accordance with this section and stating such maturity or redemption date upon which moneys are to be available for the payment of the principal or redemption price, as applicable, and interest due and to become due if applicable on said Bonds.

The 2007 Supplemental Resolution amended the defeasance provisions of the Resolution described in paragraph (B)(2) above to permit investment of escrowed funds in certain noncallable governmental obligations without consent of insurers of any Outstanding Bonds to such investment.

APPENDIX E

Depository Trust Company Information

The following information concerning DTC and DTC's book-entry-only system has been extracted from a schedule prepared by DTC entitled "SAMPLE OFFERING DOCUMENT LANGUAGE DESCRIBING BOOK-ENTRY-ONLY ISSUANCE," a source that the Regents, the University and the Underwriter believe to be reliable, but the Regents, the University and the Underwriter take no responsibility for the accuracy thereof. The contents of the DTC website referenced below are not incorporated in this Official Statement by such reference.

The Depository Trust Company ("DTC"), New York, NY, will act as securities depository for the Series 2013 Bonds. The Series 2013 Bonds will be issued as fully registered securities registered in the name of Cede & Co. (DTC's partnership nominee) or such other name as may be requested by an authorized representative of DTC. One fully registered certificate will be issued for each of the Series 2013 Bonds, as set forth on the cover page hereof, each in the aggregate principal amount of each maturity of the Series 2013 Bonds and deposited with DTC.

DTC, the world's largest securities depository, is a limited-purpose trust company organized under the New York Banking Law, a "banking organization" within the meaning of the New York Banking Law, a member of the Federal Reserve System, a "clearing corporation" within the meaning of the New York Uniform Commercial Code, and a "clearing agency" registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934. DTC holds and provides asset servicing for over 3.5 million issues of U.S. and non-U.S. equity issues, corporate and municipal debt issues, and money market instruments (from over 100 countries) that DTC's participants ("**Direct Participants**") deposit with DTC. DTC also facilitates the post-trade settlement among Direct Participants of sales and other securities transactions in deposited securities, through electronic computerized book-entry transfers and pledges between Direct Participants' accounts. This eliminates the need for physical movement of securities certificates. Direct Participants include both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, clearing corporations, and certain other organizations. DTC is a wholly-owned subsidiary of The Depository Trust & Clearing Corporation ("**DTCC**"). DTCC is the holding company for DTC, National Securities Clearing Corporation, and Fixed Income Clearing Corporation, all of which are registered clearing agencies. DTCC is owned by the users of its regulated subsidiaries. Access to the DTC system is also available to others such as both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, and clearing corporations that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly ("**Indirect Participants**"). DTC has a Standard & Poor's rating of AA+. The DTC Rules applicable to its Participants are on file with the Securities and Exchange Commission. More information about DTC can be found at www.dtcc.com and www.dtc.org.

Purchases of Series 2013 Bonds under the DTC system must be made by or through Direct Participants, which will receive a credit for the Series 2013 Bonds on DTC's records. The ownership interest of each actual purchaser of Series 2013 Bonds ("**Beneficial Owner**") is in turn to be recorded on the Direct and Indirect Participants' records. Beneficial Owners will not receive written confirmation from DTC of their purchase. Beneficial Owners are, however, expected to receive written confirmations providing details of the transaction, as well as periodic statements of their holdings, from the Direct or Indirect Participant through which the Beneficial Owner entered into the transaction. Transfers of ownership interests in Series 2013 Bonds are to be accomplished by entries made on the books of Direct and Indirect Participants acting on behalf of Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interests in Series 2013 Bonds, except in the event that use of the book-entry system for a series of Series 2013 Bonds is discontinued.

To facilitate subsequent transfers, all the Series 2013 Bonds deposited by Direct Participants with DTC are registered in the name of DTC's partnership nominee, Cede & Co. or such other name as may be requested by an authorized representative of DTC. The deposit of a series of Series 2013 Bonds with DTC and their registration in the name of Cede & Co. or such other DTC nominee do not effect any change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of Series 2013 Bonds; DTC's records reflect only the identity of the Direct Participants to whose accounts Series 2013 Bonds are credited, which may or may not be the Beneficial Owners. The Direct and Indirect Participants will remain responsible for keeping account of their holdings on behalf of their customers.

As long as the book-entry system is used for Series 2013 Bonds, the Trustee and the Regents will give any notices required to be given to Owners of Series 2013 Bonds only to DTC. Any failure of DTC to advise any Direct Participant, or of any Direct Participant to notify any Indirect Participant, or of any Direct Participant or Indirect Participant to notify any Beneficial Owner, of any such notice and its content or effect will not affect the validity of the action premised on such notice. Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time. Beneficial Owners of the Series 2013 Bonds may wish to take certain steps to augment the transmission to them of notices of significant events with respect to the Series 2013 Bonds, such as redemptions, tenders, defaults, and proposed amendments to the Resolution. For example, Beneficial Owners of Series 2013 Bonds may wish to ascertain that the nominee holding the Series 2013 Bonds for their benefit has agreed to obtain and transmit notices to Beneficial Owners, in the alternative, Beneficial Owners may wish to provide their names and addresses to the registrar and request that copies of the notices be provided directly to them. Redemption notices shall be sent to DTC as long as it is securities depository for the Series 2013 Bonds. If less than all of the Series 2013 Bonds of a single maturity are being redeemed, DTC's practice is to determine by lot the amount of interest of each Direct Participant in such issue to be redeemed. Redemption notices shall be sent to DTC. If less than all of the Series 2013 Bonds within an issue are being redeemed, DTC's practice is to determine by lot the amount of the interest of each Direct Participant in such issue to be redeemed.

Neither DTC nor Cede & Co. (nor any other DTC nominee) will consent or vote with respect to Series 2013 Bonds unless authorized by a Direct Participant on accordance with DTC's MMI Procedures. Under its usual procedures, DTC mails an Omnibus Proxy to the Regents as soon as possible after the record date. The Omnibus Proxy assigns Cede & Co.'s consenting or voting rights to those Direct Participants to whose accounts the Series 2013 Bonds are credited on the record date (identified in a listing attached to the Omnibus Proxy).

Principal, premium, if any, and interest payments on the Series 2013 Bonds are to be made to Cede & Co., or such other nominee as may be requested by an authorized representative of DTC. DTC's practice is to credit Direct Participants' accounts upon DTC's receipt of funds and corresponding detail information from the Regents or Paying Agent, on payable date in accordance with their respective holdings shown on DTC's records. Payments by Participants to Beneficial Owners will be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers in bearer form or registered in "street name," and will be the responsibility of such Participant and not of DTC or its nominee, the Paying Agent or the Regents, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of principal of, premium, if any, and interest payments to Cede & Co. (or such other nominee as may be requested by an authorized representative of DTC) is the responsibility of the Regents or the Paying Agent; disbursement of such payments to Direct Participants shall be the responsibility of DTC; and disbursement of such payments to the Beneficial Owners shall be the responsibility of Direct and Indirect Participants.

DTC may discontinue providing its services as depository with respect to the Series 2013 Bonds at any time by giving reasonable notice to the Regents or the Trustee. Under such circumstances, in the event that a successor depository is not obtained, certificates for the Series 2013 Bonds are required to be printed and delivered.

The Regents may decide to discontinue use of the system of book-entry transfers through DTC (or a successor securities depository). In that event, certificates for the Series 2013 Bonds will be printed and delivered.

APPENDIX F

Opinion of Co-Bond Counsel for Series 2013 Bonds

University of Idaho
P.O. Box 443168
Moscow Idaho 83844-3168

RE: The Regents of the University of Idaho General Revenue and Refunding Bonds, Series 2013A and Taxable General Revenue Bonds, Series 2013B

We have acted as co-bond counsel to the Regents of the University of Idaho (the "Regents") in connection with the issuance by the Regents of their General Revenue and Refunding Bonds, Series 2013A (the "Series 2013A Bonds") and Taxable General Revenue Bonds, Series 2013B (the "Series 2013B Bonds," and together with the Series 2013A Bonds, the "Bonds"). The Bonds are being issued pursuant to (i) Title 57, Chapter 5 and Title 33, Chapter 38, Idaho Code, as amended and (ii) a Resolution, adopted by the Regents on November 22, 1991, as heretofore amended, supplemented, and restated, and as further supplemented and amended by a supplemental resolution of the Regents adopted on _______, 2013 (collectively, the "Resolution"). The Bonds are being issued (i) to provide funds to refund certain outstanding bonds issued by the Regents, (ii) to finance and refinance certain capital improvements of the University of Idaho (the "University"), and (iii) to pay costs of issuance associated with the Bonds. Capitalized terms not otherwise defined herein shall have the meanings set forth in the Resolution.

Our services as co-bond counsel have been limited to the preparation of the legal proceedings and supporting certificates authorizing the issuance of the Bonds under the applicable laws of the State of Idaho and to a review of the transcript of such proceedings and certificates. As to questions of fact material to our opinion, we have relied upon the certified proceedings and other certifications of public officials furnished to us without undertaking to verify the same by independent investigation. Our examination has been limited to the foregoing as they exist or are in effect as of the date hereof. Our opinion is limited to the matters expressly set forth herein, and we express no opinion concerning any other matters.

Based on our examination and the foregoing, we are of the opinion as of the date hereof and under existing laws as follows:

1. The Resolution has been duly adopted by the Regents and constitutes a valid and binding obligation of the Regents enforceable upon the Regents.

2. The Resolution creates a valid lien on the amounts pledged thereunder for the security of the Bonds.

3. The Bonds are valid and binding limited obligations of the Regents, payable solely from the Pledged Revenues and other amounts pledged therefor under the Resolution.

4. Based on an analysis of currently existing laws, regulations, decisions and interpretations,

(a) interest on the Series 2013A Bonds is excludable from gross income for purposes of federal income tax under existing laws as enacted and construed on the date of initial delivery of the Series 2013A Bonds, assuming the accuracy of the certifications of the Regents and continuing compliance by the Regents with the requirements of the Internal Revenue Code of

1986. Interest on the Series 2013A Bonds is not an item of tax preference for purposes of either individual or corporate federal alternative minimum tax; however interest on the Series 2013A Bonds held by a corporation (other than an S corporation, regulated investment company, or real estate investment trust) may be indirectly subject to federal alternative minimum tax because of its inclusion in the adjusted current earnings of a corporate holder;

(b) interest on the Series 2013B Bonds is not excludable from gross income for federal income tax purposes; and

(c) interest on the Series 2013A Bonds is exempt from State of Idaho personal income taxes; however, interest on the Series 2013B Bonds is not.

In rendering our opinion, we wish to advise you that:

(i) The rights of the Owners of the Bonds and the enforceability thereof and of the Resolution may be subject to bankruptcy, insolvency, reorganization, arrangement, fraudulent conveyance, moratorium and other laws relating to or affecting creditors' rights heretofore or hereafter enacted to the extent constitutionally applicable, and their enforcement may also be subject to the application of equitable principles and the exercise of judicial discretion in appropriate cases;

(ii) We express no opinion herein as to the accuracy, adequacy, or completeness of the Official Statement or any other offering material relating to the Bonds; and

(iii) Except as set forth above, we express no opinion regarding any other tax consequences relating to ownership or disposition of, or the accrual or receipt of interest on the Bonds.

Respectfully submitted,

THE REGENTS OF THE UNIVERSITY OF IDAHO

Supplemental Resolution Authorizing the
Issuance and Sale of

up to $10,500,000
General Revenue and Refunding Bonds
Series 2013A,

and

up to $7,000,000
Taxable General Revenue Bonds
Series 2013B,

Adopted April 18, 2013

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ARTICLE VII
AMENDMENT TO RESOLUTION

ARTICLE VIII
MISCELLANEOUS

SUPPLEMENTAL RESOLUTION

A SUPPLEMENTAL RESOLUTION of the Regents of the University of Idaho authorizing the issuance and sale of (i) General Revenue and Refunding Bonds, Series 2013A, in the principal amount of up to $10,500,000 (the "Series 2013A Bonds"), and (ii) Taxable General Revenue Bonds, Series 2013B, in the principal amount of up to $7,000,000 (the "Series 2013B Bonds" and together with the Series 2013A Bonds, the "Series 2013 Bonds"), authorizing the execution and delivery of a Bond Purchase Agreement, Escrow Agreement, Continuing Disclosure Agreement, and other documents, and providing for other matters relating to the authorization, issuance, sale and payment of the Series 2013 Bonds.

WHEREAS, the University of Idaho (the "University") is a state institution of higher education and body politic and corporate organized and existing under and pursuant to the Constitution and laws of the State of Idaho; and

WHEREAS, the Regents of the University of Idaho (the "Regents") are authorized, pursuant to the Educational Institutions Act of 1935, the same being Chapter 38, Title 33, Idaho Code (the "Act"), and the Constitution of the State of Idaho, to issue bonds for "projects" as defined in said Act; and

WHEREAS, the Regents are authorized pursuant to said Act and pursuant to Title 57, Chapter 5, Idaho Code, to issue refunding bonds and bonds for "projects" as defined in said Act; and

WHEREAS, on November 22, 1991, the Regents adopted a Resolution, which has been subsequently amended and supplemented (as so amended and supplemented, the "Resolution" or "Bond Resolution") relating to the issuance and sale of facility revenue bonds, and providing among other things for the issuance of additional bonds for future projects or refunding purposes (the "Additional Bonds"), secured by Pledged Revenues (as defined in the Resolution); and

WHEREAS, the University is authorized under the provisions of Article VII of the Resolution to issue series of Additional Bonds upon compliance with the requirements of Section 7.2 of the Resolution; and

WHEREAS, on December 11, 2002, the Regents adopted a resolution supplementing the Resolution and providing for the issuance and sale of $17,585,000 in aggregate principal amount of Student Fee Refunding and Revenue Bonds, Series 2003 (the "Series 2003 Bonds") as Additional Bonds thereunder; and

WHEREAS, the Regents have determined that certain of the Series 2003 Bonds as more fully described herein (collectively, the "Refunded Bonds") can be refunded in accordance with the Act and the Resolution, and achieve savings and other objectives that the Regents find to be beneficial to the University in accordance with Title 57, chapter 5, Idaho Code; and

WHEREAS, the Regents have previously entered into a loan agreement with Wells Fargo Bank, N.A. dated August 26, 2010 (the "2010 Loan"), to provide funds for the acquisition and construction of a track and field complex (the "2010 Project") and have now determined that payment of the loan with proceeds of the Series 2013 Bonds would achieve savings and other objectives that the Regents find to be beneficial to the University; and

WHEREAS, the Regents have determined it is both necessary and economically feasible to acquire and construct various improvements for the campus, including reimbursement for expenses already incurred (collectively, the "Series 2013A Project") by the issuance of facility revenue bonds in the manner provided by the Act; and

WHEREAS, the Regents have determined it is both necessary and economically feasible for the University to acquire land for an outdoor science center in McCall, Idaho, and to provide funds for the same, including reimbursement for expenses already incurred (collectively, the "Series 2013B Project," and together with the Series 2013A Project, the "Series 2013 Project") by the issuance of facility revenue bonds in the manner provided by the Act; and

WHEREAS, the Regents have determined that the 2010 Project, the Series 2013A Project, and the Series 2013B Project can be financed as a "project" in accordance with the Act; and

WHEREAS, in order to refund the Refunded Bonds, pay off the 2010 Loan, and finance the Series 2013 Project, the Regents desire to issue the Series 2013 Bonds;

NOW, THEREFORE, BE IT RESOLVED BY THE REGENTS OF THE UNIVERSITY OF IDAHO AS FOLLOWS:

ARTICLE I

DEFINITIONS

Section 1.1 Definitions.

(a) Except as provided in subparagraph (b) of this Section, all defined terms contained in this Supplemental Resolution shall have the same meanings as set forth in the Resolution.

(b) As used in this Supplemental Resolution, unless the context shall otherwise require, the following terms shall have the following meanings:

"Approving Opinion" means an Opinion of Counsel to the effect that an action being taken is authorized by the applicable provisions of the Resolution and will not adversely affect the tax-exempt status of interest on the Series 2013A Bonds.

"Authorized Denomination" means $5,000 or any integral multiple thereof.

"Bond Purchase Agreement" means the Bond Purchase Agreement between the Regents and the Underwriter pursuant to which the Series 2013 Bonds are to be sold.

"Continuing Disclosure Agreement" means the Continuing Disclosure Agreement between the Regents and the Trustee, as Dissemination Agent, with respect to the Series 2013 Bonds.

"Electronic Notice" means notice through telecopy, telegraph, telex, facsimile transmission, internet, e-mail or other electronic means of communication.

"Escrow Agent" means Wells Fargo Bank, N.A., or its successors in function, as now or hereafter designated, as escrow agent under the Escrow Agreement.

"Escrow Agreement" means the agreement between the University and the Escrow Agent, dated the date of delivery of the Series 2013 Bonds, providing for an Escrow Account for deposit of the Refunding Proceeds.

"Fitch" means Fitch Ratings, its successors and their assigns, and, if such entity shall be dissolved or liquidated or shall no longer perform the functions of a securities rating agency, "Fitch" shall be deemed to refer to any other nationally recognized securities rating agency designated by the Regents, with notice to the Trustee.

"Issue Date" means, with respect to any Series 2013 Bonds, the date on which such Series 2013 Bonds are first delivered to the purchasers thereof.

"Loan Payoff Proceeds" means the portion of the proceeds due the Regents from the Underwriter to purchase the Series 2013A Bonds pursuant to Section 3.3(b) of this Supplemental Resolution for purposes of paying off the 2010 Loan.

"Moody's" means Moody's Investors Service, Inc., a corporation organized and existing under the laws of the State of Delaware, its successors and assigns and, if such entity shall be dissolved or liquidated or shall no longer perform the functions of a securities rating agency, "Moody's" shall be deemed to refer to any other nationally recognized securities rating agency (other than S&P or Fitch) designated by the Regents, with notice to the Trustee.

"Nominee" means Cede & Co., as nominee of DTC, the initial Securities Depository for the Series 2013 Bonds, and any successor nominee of DTC and, if another Securities Depository replaces DTC as Securities Depository hereunder, any nominee of such substitute Securities Depository.

"Notice by Mail" or "notice" of any action or condition "by Mail" means a written notice meeting the requirements of this Supplemental Resolution mailed by first class mail, postage prepaid.

"Opinion of Counsel" means a written opinion of counsel satisfactory to the Regents and not objected to by the Trustee with respect to the Series 2013 Bonds.

"Parameters" means the maximum terms established hereby for the Series 2013 Bonds, within which the terms of the Series 2013 Bonds may be established in the Terms Certificate, such Parameters being set in Exhibit B attached hereto.

"Payment Date" means each April 1 and October 1, commencing on the date specified in the Terms Certificate.

"Preliminary Official Statement" means the Preliminary Official Statement of the Regents with respect to the Series 2013 Bonds.

"Principal Office" of the Trustee means the principal corporate trust office of the Trustee designated in writing to the University or such other office designated by the Trustee from time to time.

"Project Proceeds" means the portion of the proceeds due the Regents from the Underwriter to purchase the Series 2013 Bonds pursuant to Section 3.3(c) of this Supplemental Resolution for purposes of financing the Series 2013 Project.

"Rating Agency" means Fitch, S&P, Moody's or any other nationally recognized rating agency, in each case then providing or maintaining a rating on the Series 2013 Bonds at the request of the Regents.

"Refunded Bonds" means that portion of the Series 2003 Bonds as specified in the Terms Certificate.

"Refunding Proceeds" means the portion of the proceeds due the Regents from the Underwriter to purchase the Series 2013A Bonds pursuant to Section 3.3(a) of this Supplemental Resolution for purposes of refunding the Refunded Bonds.

"Resolution" means the Resolution adopted by the Regents on November 22, 1991, as previously amended and supplemented, including the Amendments as defined in the Supplemental Resolution dated January 24, 2005, the Supplemental Resolution dated October 11, 2007, and the Supplemental Resolution dated March 17, 2010, and as amended and supplemented by this Supplemental Resolution.

"S&P" means Standard & Poor's Ratings Services, its successors and their assigns, and, if such entity shall be dissolved or liquidated or shall no longer perform the functions of a securities rating agency, "S&P" shall be deemed to refer to any other nationally recognized securities rating agency (other than Fitch or Moody's) designated by the Regents, with notice to the Trustee.

"Series 2013 Bondholder," "Holder" and "Bondholder" mean the holder of any Series 2013 Bond.

"Series 2013 Bonds" means the Series 2013A Bonds and the Series 2013B Bonds.

"Series 2013 Costs of Issuance" means the Costs of Issuance incurred in connection with the issuance, sale and delivery of the Series 2013 Bonds.

"Series 2013 Costs of Issuance Fund" means the fund established pursuant to Section 3.2(b) hereof into which shall be deposited the portion of the proceeds of the Series 2013 Bonds necessary to pay the Series 2013 Costs of Issuance, as further provided in Article III hereof.

"Series 2013 Project" means the Series 2013A Project and the Series 2013B Project.

"Series 2013A Bonds" means the General Revenue and Refunding Bonds, Series 2013A, of the Regents authorized by this Supplemental Resolution.

"Series 2013A Project" means the financing of various capital improvements.

"Series 2013A Project Account" means the account established under Section 3.2(a) hereof into which shall be deposited the Project Proceeds related to the Series 2013A Bonds.

"Series 2013B Bonds" means the Taxable General Revenue Bonds, Series 2013B, of the Regents authorized by this Supplemental Resolution.

"Series 2013B Project" means the financing of an outdoor science center.

"Series 2013B Project Account" means the Account established under Section 3.2(a) hereof into which shall be deposited the Project Proceeds related to the Series 2013B Bonds.

"Supplemental Resolution" means this Supplemental Resolution adopted by the Regents on April 18, 2013, authorizing the Series 2013 Bonds.

"Terms Certificate" means one or more certificates of the Regents signed by the Bursar, or authorized designee, in substantially the form of Exhibit C attached hereto, specifying certain terms of the Series 2013 Bonds.

"Tax Compliance Policies" means the tax compliance policies relating to tax-exempt governmental bonds hereby adopted by the Regents and attached hereto as Exhibit D.

"Underwriter" means George K. Baum & Company, or its successor in function, as the original purchaser of the Series 2013 Bonds.

"2010 Loan" means the Loan Agreement by and between the Regents and Wells Fargo Bank, N.A. dated August 26, 2010.

"2010 Project" means the acquisition and construction of a track and field complex financed in part with the 2010 Loan.

Section 1.2 Authority for Supplemental Resolution; References to University. This Supplemental Resolution is adopted pursuant to the provisions of the Act and the

Resolution. References herein to the "University" shall be deemed to refer to the Regents or other appropriate authority thereof pursuant to the Act and other applicable laws.

ARTICLE II

AUTHORIZATION, TERMS AND ISSUANCE OF SERIES 2013 BONDS

Section 2.1 Authorization of Series 2013 Bonds, Principal Amount, Designation and Series; Confirmation of Pledged Revenues. The Series 2013 Bonds are hereby authorized for issuance, to be sold at a price not less than par and subject to the Parameters, in order to provide sufficient funds for (i) the refunding of the Refunded Bonds and the 2010 Loan, (ii) the financing of the Series 2013 Project, and (iii) paying costs of issuance, and in accordance with and subject to the terms, conditions and limitations established in the Resolution, as previously amended and as amended by this Supplemental Resolution. The Series 2013 Bonds shall be issued only in fully registered form, without coupons. The Series 2013 Bonds are secured by the pledge of the Pledged Revenues under Section 5.1 of the Resolution equally and ratably with all Outstanding Bonds issued under the Resolution.

Section 2.2 Finding and Purpose. The Regents hereby find, determine and declare:

(a) pursuant to Section 33-3804(i) and Section 57-504, Idaho Code, the Refunded Bonds can be refunded with a debt service savings and to the benefit and advantage of the University and the principal amount of the Series 2013 Bonds issued for refunding purposes shall not exceed the principal amount of the Refunded Bonds;

(b) pursuant to Section 33-3805, Idaho Code, the 2010 Project and the Series 2013 Project are desirable and necessary for the proper operation of the University and are economically feasible;

(c) pursuant to Section 33-3805A, Idaho Code, the 2010 Project and the Series 2013 Project will not require state general account appropriated funds for construction, operation or maintenance;

(d) pursuant to Section 33-3806, Idaho Code, fees, rentals and other charges from those that are served by the 2010 Project and the Series 2013 Project shall be the same as those applicable to any existing project similar in nature and purpose, provided that there may be allowed reasonable differentials based on the condition, type, location and relative convenience of such other project, but the differentials shall be uniform as to all those similarly accommodated;

(e) pursuant to Section 33-3809, Idaho Code, this Supplemental Resolution does not contract a debt on behalf of, or in any way obligate the State of Idaho, or pledge, assign or encumber in any way, or permit the pledging, assigning or encumbering in any way of, appropriations made by the Legislature, or revenue derived from the investment of the proceeds of the sale, and from the rental of such lands as have been set aside by the Idaho Admission Bill approved July 3, 1890, or other legislative enactments of the United States, for the use and benefit of the respective state educational institutions;

(f) pursuant to Section 33-3810, Idaho Code, the Series 2013 Bonds shall be exclusively obligations of the University, payable only in accordance with the terms thereof and shall not be obligations general, special or otherwise of the State of Idaho; and

(g) the applicable requirements of Article VII of the Resolution relating to issuance of Additional Bonds will have been complied with upon the delivery of the Series 2013 Bonds.

Section 2.3 Issue Date. The respective Series 2013 Bonds shall be dated the date of original delivery of each such series.

Section 2.4 Series 2013 Bonds.

(a) The Series 2013A Bonds shall be limited to the respective aggregate principal amount specified in the Terms Certificate, but within the Parameters, and shall be designated "General Revenue and Refunding Bonds, Series 2013A" or such other designation as the Regents may determine upon the issuance of said Bonds. The Series 2013B Bonds shall be limited to the respective aggregate principal amount specified in the Terms Certificate, but within the Parameters, and shall be designated "Taxable General Revenue Bonds, Series 2013B" or such other designation as the Regents may determine upon the issuance of said Bonds. The Series 2013 Bonds may have serial or other maturities, may be initially sold at a premium, and may have separate bonds with different interest rates but the same maturity, all within the Parameters and as specified in the Terms Certificate.

The Series 2013 Bonds shall bear interest at the rates and mature on the dates and in the principal amounts in each year as specified in the Terms Certificate. The Series 2013 Bonds shall bear interest from the date of original delivery, payable on the dates as specified in the Terms Certificate. Interest on the Series 2013 Bonds shall be computed upon the basis of a 360-day year, consisting of twelve 30-day months.

Section 2.5 Sale of Series 2013 Bonds.

(a) The Series 2013A Bonds authorized to be issued herein are hereby authorized for sale to the Underwriter in a principal amount (plus any original issue discount or premium) in compliance with the Parameters and as specified in the Terms Certificate. The Series 2013A Bonds may be sold with an Underwriter's discount or fee (but without a net reoffering discount) not exceeding the Parameters and as specified in the Terms Certificate, on the terms and conditions set forth in the Bond Purchase Agreement.

(b) The Series 2013B Bonds authorized to be issued herein are hereby authorized for sale to the Underwriter in a principal amount (plus any original issue discount or premium) in compliance with the Parameters and as specified in the Terms Certificate. The Series 2013B Bonds may be sold with an Underwriter's discount or fee (but without a net reoffering discount) not exceeding the Parameters and as specified in the Terms Certificate, on the terms and conditions set forth in the Bond Purchase Agreement.

(c) To evidence the acceptance of the Bond Purchase Agreement, the Bursar is hereby authorized to execute and deliver the Bond Purchase Agreement in substantially the form presented at this meeting and with such final rates and terms for the Series 2013A Bonds and Series 2013B Bonds as are within the Parameters.

(d) The Preliminary Official Statement of the Regents prepared in connection with the offering of the Series 2013 Bonds, in substantially the form presented at this meeting, with such changes, omissions, insertions and revisions as the Bursar shall approve, is hereby authorized for use by the Underwriter for distribution to prospective purchasers of the Series 2013 Bonds and other interested persons. The Bursar or authorized designee is hereby authorized to sign a certificate to "deem final" the Preliminary Official Statement pursuant to SEC Rule 15c2-12 in connection with the offering of the Series 2013 Bonds.

In order to comply with subsection (b)(5) of SEC Rule 15c2-12, the Underwriter shall provide in the Bond Purchase Agreement that it is a condition to delivery of the Series 2013 Bonds that the Regents and the Trustee shall have executed and delivered the related Continuing Disclosure Agreement. The Continuing Disclosure Agreement is proposed to be entered into between the Trustee and Regents and is hereby approved in all respects in substantially the form presented to the Regents with such changes, omissions, insertions and revisions as the Bursar shall approve, and the Bursar or authorized designee is hereby authorized to execute and deliver the Continuing Disclosure Agreement with respect to the Series 2013 Bonds.

The Bursar of the University and the President, Vice President, Vice President for Finance and Administration, and Secretary of the Regents, and any authorized designee of the same, are, and each of them is, hereby authorized to do or perform all such acts as may be necessary or advisable to comply with this Supplemental Resolution and/or the Bond Purchase Agreement and to carry the same into effect.

The final Official Statement of the Regents for the sale of the Series 2013 Bonds, in substantially the form of the Preliminary Official Statement presented at this meeting, with such changes, omissions, insertions and revisions as the Bursar shall approve, is hereby authorized, and the Bursar shall sign such final Official Statement and deliver such final Official Statement to the Underwriter for distribution to prospective purchasers of the Series 2013 Bonds and other interested persons, which signature shall evidence such approval.

Section 2.6 Delivery of Series 2013 Bonds. The Series 2013 Bonds shall be delivered to the Underwriter upon compliance with the provisions of the Resolution, at such times and places as provided in, and subject to, the provisions of the Bond Purchase Agreement.

Section 2.7 Form of Series 2013 Bonds. The form of the Series 2013 Bonds is attached to this Supplemental Resolution as Exhibit A and is incorporated herein by this reference.

Section 2.8 Book-Entry Only System.

(a) The Series 2013 Bonds shall initially be registered on the Bond Register in the name of Cede & Co., the nominee for the Securities Depository, and no Beneficial Owner will receive certificates representing their respective interests in the Series 2013 Bonds, except in the event the Trustee issues Replacement Bonds as provided below. It is anticipated that during the term of the Series 2013 Bonds, the Securities Depository will make book-entry transfers among the DTC Participants and receive and transmit payments of principal of and interest on the Series 2013 Bonds until and unless the Trustee authenticates and delivers Replacement Bonds to the Beneficial Owners as described below. So long as any of the Series 2013 Bonds are registered in the name of Cede & Co, as nominee of the DTC, all payments with respect to principal of, premium, if any, and interest on the Series 2013 Bonds and all notices with respect to the Series 2013 Bonds shall be made and given in the manner provided in the Representations Letter.

(b) If the Securities Depository determines to discontinue providing its services with respect to the Series 2013 Bonds and the University cannot obtain a qualified successor Securities Depository, or if the University determines not to use the Book-Entry System of the Securities Depository, the University shall execute and the Trustee shall authenticate and deliver one or more Series 2013 Bond certificates (the "Replacement Bonds") to the DTC Participants in principal amounts and maturities corresponding to the identifiable Beneficial Owners' interests in the Series 2013 Bonds, with such adjustments as the Trustee may find necessary or appropriate as to accrued interest and previous calls for redemption, if any. In such event, all references to the Securities Depository herein shall relate to the period of time when the Securities Depository has possession of at least one Series 2013 Bond. Upon the issuance of Replacement Bonds, all references herein to obligations imposed upon or to be performed by the Securities Depository shall be deemed to be imposed upon and performed by the Trustee, to the extent applicable with respect to such Replacement Bonds.

(c) With respect to Series 2013 Bonds registered in the name of Cede & Co. as nominee for the Securities Depository, neither the University nor the Trustee shall have any responsibility to any Beneficial Owner with respect to:

(i) the sending of transaction statements, or maintenance, supervision, or review of records of the Securities Depository;

(ii) the accuracy of the records of the Securities Depository or Cede & Co. with respect to any ownership interest in the Series 2013 Bonds;

(iii) the payment to any Beneficial Owner, or any person other than the Securities Depository, of any amount with respect to principal of, interest on, or redemption premium, if any, on the Series 2013 Bonds; or

(iv) any consent given or other action taken by the Securities Depository or Cede & Co. as owner of the Series 2013 Bonds.

(d) The University has executed and delivered to DTC the Representations Letter with respect to Bonds issued under the Resolution. Such Representations Letter is for the purpose of effectuating the initial Book-Entry System for the Series 2013 Bonds through DTC as Securities Depository and shall not be deemed to amend, supersede or supplement the terms of this Bond Resolution which are intended to be complete without reference to the Representations Letter. In the event of any conflict between the terms of the Representations Letter and the terms of this Supplemental Resolution, the terms of this Supplemental Resolution shall control. The Securities Depository may exercise the rights of a Registered Owner hereunder only in accordance with the terms hereof applicable to the exercise of such rights.

Section 2.9 Successor Securities Depository. In the event the Securities Depository resigns, is unable to properly discharge its responsibilities or is no longer qualified to act as a securities depository and registered clearing agency under the Securities and Exchange Act of 1934, as amended, or other applicable state or federal statute or regulation, the Trustee, with the written consent of the University, may appoint a successor Securities Depository, provided the Trustee receives written evidence satisfactory to the Trustee with respect to the ability of the successor Securities Depository to discharge its responsibilities. Any such successor Securities Depository shall be a securities depository which is a registered clearing agency under the Securities and Exchange Act of 1934, as amended, or other applicable state or federal statute or regulation. Upon the appointment of a successor Securities Depository, the Trustee shall cause the authentication and delivery of Series 2013 Bonds to the successor Securities Depository in appropriate denominations and form as provided herein.

Section 2.10 Submittal to Attorney General. There shall promptly be submitted to the Attorney General of the State of Idaho by the Secretary of the Regents a certified copy of this Supplemental Resolution, together with the proceedings had in its adoption, in order that the Attorney General may examine into and pass upon the validity of the Series 2013 Bonds and the regularity of such proceedings, in the manner and with the effect specified in chapter 38 of Title 33, Idaho Code, as amended.

Section 2.11 Further Authority. The Bursar or any authorized designee thereof and such other officers of the Regents or University as may be required, are hereby authorized and directed to execute all such certificates, documents and other instruments as may be necessary or advisable to provide for the issuance, sale, registration and delivery of the Series 2013 Bonds, including, without limitation, the Official Statement and the Terms Certificate.

Section 2.12 Tax Exemption of Bonds.

(a) The University's Vice President for Finance and Administration is hereby authorized and directed to execute such Tax Certificates as shall be necessary to establish that (i) the Series 2013A Bonds are not "arbitrage bonds" within the meaning of Section 148 of the Code and the Regulations, (ii) the Series 2013A Bonds are not and will not become "private activity bonds" within the meaning of Section 141 of the Code, (iii) all applicable requirements of Section 149 of the Code are and will be met, (iv) the covenants of the Regents contained in this Section 2.12 will be complied with and (v) interest on the Series 2013A Bonds is not and will not become includible in gross income for federal income tax purposes under the Code and applicable Regulations.

(b) The Regents and the University covenant and certify to and for the benefit of the Series 2013A Bondholders from time to time of the Series 2013A Bonds that:

(i) the University will at all times comply with the provisions of any Tax Certificates;

(ii) the University will at all times comply with the rebate requirements contained in Section 148(f) of the Code, including, without limitation, the entering into any necessary rebate calculation agreement to provide for the calculations of amounts required to be rebated to the United States, the keeping of records necessary to enable such calculations to be made and the timely payment to the United States, of all amounts, including any applicable penalties and interest, required to be rebated;

(iii) no use will be made of the proceeds of the issue and sale of the Series 2013A Bonds, or any funds or accounts of the University which may be deemed to be proceeds of the Series 2013A Bonds, pursuant to Section 148 of the Code and applicable Regulations, which use, if it had been reasonably expected on the date of issuance of the Series 2013A Bonds, would have caused the Series 2013A Bonds to be classified as "arbitrage bonds" within the meaning of Section 148 of the Code;

(iv) the University will not use or permit the use of any of its facilities or properties in such manner that such use would cause the Series 2013A Bonds to be "private activity bonds" described in Section 141 of the Code;

(v) no bonds or other evidences of indebtedness of the University that are reasonably expected to be paid out of substantially the same source of funds as the Series 2013A Bonds have been or will be issued, sold or delivered within a period beginning 15 days prior to the sale of the Series 2013A Bonds and ending 15 days following the delivery of the Series 2013A Bonds, other than the Series 2013A Bonds; and

(vi) the University will not take any action that would cause interest on the Series 2013A Bonds to be or to become ineligible for the exclusion from gross income of the Series 2013A Bondholders of the Series 2013A Bonds as provided in Section 103 of the Code, nor will it omit to take or cause to be taken, in timely manner, any action, which omission would cause interest on the Series 2013A Bonds to be or to become ineligible for the exclusion from gross income of the Series 2013A Bondholders of the Series 2013A Bonds as provided in Section 103 of the Code.

Pursuant to these covenants, the Regents and the University obligate themselves to comply throughout the term of the issue of the Series 2013A Bonds with the requirements of Section 103 of the Code and the Regulations proposed or promulgated thereunder.

Section 2.13 Tax Compliance Policies. The Regents hereby adopt the Tax Compliance Policies attached to this Resolution as Exhibit D.

ARTICLE III

CREATION OF ACCOUNTS; APPLICATION OF SERIES 2013 BOND PROCEEDS

Section 3.1 Pledge of Pledged Revenues. Subject only to the provisions of the Resolution permitting the application thereof for the purposes and on the terms and conditions set forth herein, all of the Pledged Revenues have been and are hereby irrevocably pledged as described in Section 5.3 of the Resolution first, to the payment of the principal of, premium, if any, and interest on all Bonds Outstanding under the Resolution (including the Series 2013 Bonds), second, to the replenishment of any Debt Service Reserve Account as may be required by Section 5.5 of the Resolution, and thereafter for the purposes specified in Section 5.3D of the Resolution.

Section 3.2 Creation of Funds and Accounts. In connection with the issuance of the Series 2013 Bonds, the University hereby establishes the following funds and accounts:

(a) Within the Construction Fund, the Series 2013A Project Account (related to the Series 2013A Bonds) and Series 2013B Project Account (related to the Series 2013B Bonds) to be held by the University; and

(b) the Series 2013 Costs of Issuance Fund, to be held by the University.

Section 3.3 Application of Proceeds of Series 2013 Bonds. Proceeds of the sale of the Series 2013 Bonds shall be applied as follows:

(a) The Refunding Proceeds, in the amount specified in the Terms Certificate, shall be transferred to the Escrow Agent for investment as contemplated by the Escrow Agreement (as hereinafter approved) and in accordance with the provisions of Section 57-504 Idaho Code (except for any amount to be retained as cash), and the obligations in which such proceeds are so invested and any remaining cash shall be deposited in trust by the Escrow Agent as required by the Escrow Agent;

(b) The Loan Payoff Proceeds, in the amount specified in the Terms Certificate, shall be transferred to Wells Fargo Bank, N.A. to pay off the 2010 Loan;

(c) The Project Proceeds, in the amount specified in the Terms Certificate, shall be deposited to the Series 2013A Project Account and Series 2013B Project Account as applicable, held by the University. Upon completion of the Series 2013 Project and payment of all costs related thereto, any remaining proceeds in the Series 2013A Project Account and Series 2013B Project Account shall be transferred by the University to the Trustee for deposit in the Debt Service Account in the Bond Fund for payment of the Series 2013A Bonds and the Series 2013B Bonds, respectively; and

(d) The amount necessary to pay the Series 2013 Costs of Issuance, in the amount specified in the Terms Certificate, shall be deposited to the Series 2013 Costs of Issuance Fund held by the University. Any balance remaining in the Series 2013

Costs of Issuance Fund, after payment of the Series 2013 Costs of Issuance, shall be deposited pro rata to the Series 2013A and Series 2013B Project Accounts.

Section 3.4 Investment of Moneys. Any moneys in any of the funds and accounts to be established by the Trustee pursuant to this Supplemental Resolution (other than the Bond Purchase Fund) shall be invested pursuant to the terms of the Resolution.

Section 3.5 Repayment to the Regents. When there are no longer any Series 2013 Bonds Outstanding under the Resolution, and all fees, charges and expenses of the Trustee, and the Regents have been paid or provided for, and all other amounts payable hereunder have been paid, the Trustee shall pay to the University any amounts remaining in any fund established and held hereunder for the Series 2013 Bonds.

ARTICLE IV

PLAN OF REFUNDING

Section 4.1 Defeasance of Refunded Bonds. In accordance with the provisions of the Resolution, it is hereby found and determined that pursuant to the Escrow Agreement, moneys and Defeasance Securities permitted under the Act and under the Resolution, the principal and interest on which, when due, will provide moneys which shall be sufficient to pay, when due, the principal or redemption price or prepayment amount, if applicable, as provided therein, and interest due and to become due on the Refunded Bonds on and prior to the applicable redemption or prepayment dates or maturity thereof will have been deposited with the Escrow Agent, and that upon compliance with the provisions of the Resolution, as provided for in the Escrow Agreement, all Refunded Bonds shall be deemed to have been paid within the meaning and with the effect expressed in the Resolution. After all the Refunded Bonds shall have become due and payable upon maturity or pursuant to call for redemption, any investments remaining in the Escrow Account shall be liquidated and any proceeds of liquidation over and above the amount necessary to be retained for the payment of Refunded Bonds not yet presented for payment, including interest due and payable, shall be paid over to the Trustee for deposit into the Bond Fund. As contemplated by Section 12.1 of the Resolution, none of the Refunded Bonds are payable from amounts drawn under credit enhancement as provided in Section 57-231 of the Idaho Code.

Section 4.2 Redemption of Refunded Bonds. The Refunded Bonds shall be irrevocably called for redemption pursuant to the Escrow Agreement, and notice of redemption shall be given as provided in the Escrow Agreement.

Section 4.3 Approval of Escrow Agreement; Deposits Into Escrow Account. The Escrow Agreement, in substantially the form presented at this meeting, with such changes, omissions, insertions and revisions as the Bursar shall approve, is hereby authorized, and the Bursar shall sign such Escrow Agreement, which signature shall evidence such approval. The Bursar is hereby authorized to do or perform all such acts as may be necessary or advisable to comply with the Escrow Agreement and to carry the same into effect.

ARTICLE V

REDEMPTION OF SERIES 2013 BONDS

Section 5.1 Redemption of Series 2013 Bonds.

(a) *Optional Redemption*. The Series 2013 Bonds shall be subject to optional redemption as described in the Terms Certificate.

(b) *Mandatory Sinking Fund Redemption*. The Series 2013 Bonds shall be subject to mandatory sinking fund redemption as described in the Terms Certificate.

Section 5.2 Selection of Series 2013 Bonds for Redemption. The principal amount of one or more series of the Series 2013 Bonds to be redeemed shall be as specified by the University. If less than all of the Series 2013 Bonds of a series and maturity are called for redemption, the Trustee shall select the Series 2013 Bonds or any given portion thereof of such series and maturity to be redeemed by lot in such manner as it may determine. For the purpose of any such selection the Trustee shall assign a separate number for each minimum Authorized Denomination of each Series 2013 Bond of such Series and maturity of a denomination of more than such minimum; provided, that following any such selection, the portion of such Series 2013 Bond to remain Outstanding shall be in an Authorized Denomination. The Trustee shall promptly notify the University in writing of the numbers of the Series 2013 Bonds or portions thereof so selected for redemption. Notwithstanding the foregoing, if less than all of the Series 2013 Bonds of a series and maturity are to be redeemed at any time while the Series 2013 Bonds of such series and maturity are Book-Entry Bonds, selection of the Series 2013 Bonds to be redeemed shall be made in accordance with customary practices of DTC or any other applicable Securities Depository, as the case may be.

Section 5.3 Notice of Redemption.

(a) Unless waived by any Holder of the Series 2013 Bonds, the Trustee, for and on behalf of the University, shall give notice of the redemption of any Series 2013 Bond pursuant to the terms of the Resolution, including the following: by first class mail, postage prepaid, not less than thirty-five (35) days nor more than sixty (60) days prior to the redemption date (i) to the registered owner of such Series 2013 Bond at the address shown on the Bond Register on the date such notice is mailed and (ii) to one or more national information service that disseminate notices of redemption of obligations such as the Series 2013 Bonds. Each notice of redemption shall state the date of such notice, the Issue Date, the redemption date, the redemption price, the place of redemption (including the name and appropriate address or addresses of the Trustee) and, if less than all of the Series 2013 Bonds are to be redeemed, the distinctive certificate numbers of the Series 2013 Bonds to be redeemed and, in the case of Series 2013 Bonds to be redeemed in part only, the respective portions of the principal amount thereof to be redeemed. Each such notice shall also state that the interest on the Series 2013 Bonds designated for redemption shall cease to accrue from and after such redemption date and that on said date there will become due and payable on each of said Series 2013 Bonds the principal amount thereof to be redeemed, interest accrued thereon, if any, to the redemption date and the premium, if any, thereon (such premium to be specified) and shall require that such Series 2013 Bonds be then surrendered at the address or addresses of the Trustee specified in the redemption notice. Failure to mail the notices required by this paragraph to any Holder of any Series 2013 Bonds designated for redemption, or any defect in any notice so mailed and shall not affect the validity of the proceedings for redemption of any other Series 2013 Bonds.

(b) With respect to any notice of redemption of Series 2013 Bonds by the University, unless at the time of giving such notice the Trustee shall hold moneys sufficient to pay the principal of, premium, if any, and interest to the redemption date on the Series 2013 Bonds to be redeemed, such notice shall state that such redemption shall be conditional upon the receipt by the Trustee on or prior to the date fixed for such redemption of funds sufficient to pay the principal of, and premium, if any, and interest on, such Series 2013 Bonds to be redeemed, and that if such funds shall not have been so received said notice shall be of no force and effect, Series 2013 Bonds shall not be subject to redemption on such date and the Series 2013 Bonds shall not be required to be redeemed on such date. In the event that such notice of redemption contains such a condition and such funds are not so received, the redemption shall not be made and the Trustee shall within a reasonable time thereafter give notice, to the persons and in the manner in which the notice of redemption was given, that such funds were not so received.

Section 5.4 Partial Redemption of Series 2013 Bonds. Upon surrender of any Series 2013 Bond redeemed in part only, the Trustee shall exchange the Series 2013 Bond redeemed for a new Series 2013 Bond of like tenor and in an Authorized Denomination without charge to the Holder in the principal amount of the portion of the Series 2013 Bond not redeemed. In the event of any partial redemption of a Series 2013 Bond which is registered in the name of the Nominee, DTC may elect to make a notation on the Series 2013 Bond certificate which reflects the date and amount of the reduction in principal amount of said Series 2013 Bond in lieu of surrendering the Series 2013 Bond certificate to the Trustee for exchange. The Regents, the Trustee and the University shall be fully released and discharged from all liability upon, and to the extent of, payment of the redemption price for any partial redemption and upon the taking of all other actions required hereunder in connection with such redemption.

Section 5.5 Effect of Redemption. Notice of redemption having been duly given as aforesaid, and funds for payment of the redemption price being held by the Trustee, the Series 2013 Bonds so called for redemption shall, on the redemption date designated in such notice, become due and payable at the redemption price specified in such notice, interest on the Series 2013 Bonds so called for redemption shall cease to accrue, said Series 2013 Bonds shall cease to be entitled to any lien, benefit or security under the Resolution, and the Holders of said Series 2013 Bonds shall have no rights in respect thereof except to receive payment (but only from the funds provided in connection with such redemption) of the redemption price thereof (including interest, if any, accrued to the redemption date), without interest accruing on any funds held after the redemption date to pay such redemption price.

All Series 2013 Bonds fully redeemed pursuant to the provisions of this Article V shall upon surrender thereof be cancelled by the Trustee, who shall deliver a certificate evidencing such cancellation to the University. The Trustee shall destroy such Series 2013 Bonds.

ARTICLE VII

AMENDMENT TO RESOLUTION

Section 7.1 Amendment to Definitions.

(a) The defined term "Other Fees/Tuition" as used in the Resolution (including all supplements thereto) is amended to be "Other Fees" each place it is used and the definition of "Other Fees/Tuition" in the Resolution is hereby renamed "Other Fees" and amended as follows:

> "Other Fees" shall consist of the graduate/professional fee, law college dedicated fee, architecture school dedicated fee, non-resident fees, in service teacher education fee, and the western undergraduate education fee, general education fees for part-time and summer students which are currently designated by the Regents as the "Part-time Educational Fee" and "Summer School Fee" and such other fees as the University shall hereafter establish.

(b) The defined term "Matriculation Fee" as used in the Resolution (including all supplements thereto) is amended to be "Tuition Fee" each place it is used and the definition of "Matriculation Fee" in the Resolution is hereby renamed "Tuition Fee" and amended as follows:

> "Tuition Fee(s)" shall mean the student tuition established by the Regents. Tuition Fees are defined as the fees charged for any and all educational costs at the University. 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.

(c) The defined term "Student Fees" as used in the Resolution (including all supplements thereto) is hereby amended and restated as follows:

> "Student Fees" shall consist of Tuition Fees, Activity Fees, Facility Fees, the Technology Fee, and Other Fees.

Section 7.2 Amended and Restated Resolution. The University is hereby authorized to incorporate the amendments and other provisions of this Supplemental Resolution into the Resolution as an amendment and restatement of the same.

ARTICLE VIII

MISCELLANEOUS

Section 8.1 Governing Law. By the acceptance of the Series 2013 Bonds, the Holders of the Series 2013 Bonds shall be deemed to agree that the rights of the Holders of the Series 2013 Bonds shall be governed by the laws of the State of Idaho.

Section 8.2 Partial Invalidity. If any one or more of the covenants or agreements, or portions thereof, provided in this Supplemental Resolution on the part of the University (or of the Trustee or of any paying agent) to be performed should be contrary to law, then such covenant or covenants, such agreement or agreements, or such portions thereof, shall be null and void and shall be deemed separable from the remaining covenants and agreements or portions thereof and shall in no way affect the validity of this Supplemental Resolution or of the Series 2013 Bonds; but the Holders of the Series 2013 Bonds shall retain all the rights and benefits accorded to them under the Act or any other applicable provisions of law.

Section 8.3 Beneficiaries. This Supplemental Resolution shall be deemed to be a contract between the Regents, the Trustee, and the Holders of the Series 2013 Bonds.

Section 8.4 Savings Clause. Except as amended by this Supplemental Resolution, the Resolution shall remain in full force and effect.

Section 8.5 Conflicting Resolutions. All resolutions or parts thereof in conflict herewith are, to the extent of such conflict, hereby repealed.

Section 8.6 Perfection of Security Interest.

(a) The Resolution creates a valid and binding pledge and assignment of security interest in all of the Pledged Revenues under the Resolution as security for payment of the Series 2013 Bonds, enforceable by the Trustee in accordance with the terms thereof.

(b) Under the laws of the State of Idaho, such pledge and assignment and security interest is automatically perfected by Section 57-234 Idaho Code, as amended, and is and shall have priority as against all parties having claims of any kind in tort, contact, or otherwise hereafter imposed on the Pledged Revenues.

[The next page is the signature page.]

ADOPTED AND APPROVED this 18th day of April, 2013.

THE REGENTS OF THE UNIVERSITY OF IDAHO

[SEAL]

By:________________________________
President

By:________________________________
Bursar

ATTEST:

By:________________________________
Secretary

EXHIBIT A

FORM OF SERIES 2013 [A][B] BOND

Unless this certificate is presented by an authorized representative of The Depository Trust Company (55 Water Street, New York, New York) to the issuer or its agent for registration of transfer, exchange or payment, and any certificate issued is registered in the name of Cede & Co. or such other name as requested by an authorized representative of The Depository Trust Company and any payment is made to Cede & Co., ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL since the registered owner hereof, Cede & Co., has an interest herein.

R-__________ $_______________

UNITED STATES OF AMERICA
STATE OF IDAHO
UNIVERSITY OF IDAHO
[TAXABLE] GENERAL REVENUE [AND REFUNDING] BONDS
SERIES 2013 [A][B]

Interest Rate	Maturity Date	Dated Date	CUSIP

Registered Owner: CEDE & CO.

Principal Amount: ____________________ DOLLARS***********************

KNOW ALL MEN BY THESE PRESENTS that the University of Idaho, a body politic and corporate and an institution of higher education of the State of Idaho (the "University"), for value received, hereby promises to pay, from the Bond Fund hereinafter defined, to the registered owner identified above, or registered assigns, on the maturity date specified above, the principal sum indicated above, and to pay interest thereon from the Bond Fund from the dated date hereof, or the most recent date to which interest has been paid or duly provided for, at the rate per annum specified above, payable on each Payment Date, until the date of maturity or prior redemption of this Bond.

This Bond is an obligation of the University payable solely in accordance with the terms hereof and is not an obligation, general, special, or otherwise of the State of Idaho, does not constitute a debt, legal, moral, or otherwise, of the State of Idaho, and is not enforceable against the State, nor shall payment hereof be enforceable out of any funds of the University other than the revenues, fees, and charges pledged thereto in the Resolution (defined herein). Pursuant to the Resolution, certain revenues have been pledged and will be set aside into the Bond Fund (as defined in the Resolution) to provide for the prompt payment of the principal of, interest on, and redemption price of the Bonds of which this Bond is a part. For a more particular description of the Bond Fund, the revenues to be deposited therein, and the nature and extent of the security afforded thereby, reference is made to the provisions of the Resolution.

The principal of, premium, if any, and interest on this Bond are payable in lawful money of the United States of America to the registered owner hereof whose name and address shall appear on the registration books of the University (the "Bond Register") maintained by the Corporate Trust Department of Wells Fargo Bank, N. A. (the "Trustee"). Interest shall be paid to the registered owner whose name appears on the Bond Register on the fifteenth day of the calendar month next preceding the interest payment date, at the address appearing on the Bond Register, and shall be paid by check or draft of the Trustee mailed to such registered owner on the due date at the address appearing on the Bond Register, or at such other address as may be furnished in writing by such registered owner to the Trustee. Principal shall be paid to the registered owner upon presentation and surrender of this Bond at the principal corporate trust office of the Trustee, on or after the date of maturity or prior redemption.

This Bond is one of a duly authorized issue of Bonds of like date, tenor, and effect, except for variations required to state numbers, denominations, rates of interest, and dates of maturity, aggregating $__________ in principal amount. The Bonds are issued pursuant to and in full compliance with the Constitution and statutes of the State of Idaho, particularly Chapter 38, Title 33, Idaho Code, and proceedings duly adopted and authorized by the Regents on behalf of the University, more particularly the Resolution adopted by the Regents on November 22, 1991, as previously amended, supplemented, and restated from time to time, including with respect to the Bonds by a Supplemental Resolution adopted by the Regents on April 18, 2013, authorizing the issuance of the Bonds (collectively, the "Resolution"). All capitalized terms used but not herein defined shall have the meanings ascribed to them in the Resolution. The Series 2013 Bonds are not secured by the Debt Service Reserve Account previously created under the Resolution.

This Bond is one of the [Taxable] General Revenue [and Refunding] Bonds, Series 2013 [A][B], of the University (the "Series 2013[A][B] Bonds") issued under the provisions of Chapter 38, Title 33, Idaho Code, for the purpose of providing funds with which to (i) [refund certain outstanding bonds of the University (the "Refunded Bonds") and [pay off a loan of the University], and] [finance certain improvements to the University (the "Series 2013 Project")] and (ii) pay issuance expenses properly incident thereto. In addition to the Series 2013[A][B] Bonds, the University is also issuing its [Taxable] General Revenue [and Refunding] Bonds, Series 2013 [A][B] (the "Series 2013[A][B] Bonds" and together with the Series 2013 [A][B] Bonds, the "Series 2013 Bonds"). The principal of, interest on, and redemption price of the Series 2013 Bonds are payable from revenues and funds of the University pledged therefor and certain other fees and revenues, as more particularly set forth in the Resolution.

The Series 2013 Bonds are issuable as fully registered bonds without coupons in Authorized Denominations of $5,000 or any integral multiple in excess thereof. Subject to the limitations and upon payment of the charges, if any, provided in the Resolution, Bonds may be exchanged at the Principal Office of the Trustee for a like aggregate principal amount of Series 2013 Bonds of other Authorized Denominations.

This Series 2013 Bond is transferable by the Holder hereof, in person, or by its attorney duly authorized in writing, at the Principal Office of the Trustee, but only in the manner, subject to the limitations and upon payment of the charges provided in the Resolution, and upon surrender and cancellation of this Series 2013 Bond. Upon such transfer a new fully registered Bond or Bonds of like tenor in Authorized Denominations, for the same aggregate principal amount, will be issued to the transferee in exchange herefor.

Each Bond shall bear interest from the Payment Date to which interest has been paid as of the date on which it is authenticated or, if it is authenticated on or before the Record Date for the first Payment Date, from the Issue Date; provided, however, that if, at the time of authentication of any Bond, interest is in default on Outstanding Bonds, such Bond shall bear interest from the Payment Date to which interest has previously been paid or made available for payment on the Outstanding Bonds. Both the principal of and premium, if any, on the Series 2013 Bonds shall be payable upon surrender thereof at the Principal Office of the Trustee.

Interest on the Series 2013 Bonds will be paid on each Payment Date provided that if any Payment Date is not a Business Day, such interest shall be paid as provided above on the next succeeding Business Day with the same effect as if made on the day such payment was due. Interest on the Series 2013 Bonds shall be computed upon the basis of a 360-day year, consisting of twelve 30-day months. Interest on the Series 2013 Bonds shall bear interest from and including the Issue Date until payment of the principal or redemption price thereof has been made or provided for on the due date thereof, whether at maturity, upon redemption or otherwise.

The Series 2013 Bonds are subject to redemption, [including mandatory sinking fund redemption], with notice, in whole, or in part, in Authorized Denominations, prior to their maturity date, as described in the Resolution.

The Series 2013 Bonds are initially issued in the form of a separate single certificated fully registered Bond for each maturity and registered in the name of Cede & Co., as nominee of The Depository Trust Company, New York, New York (“DTC”).

Unless this Bond is presented by an Authorized Officer of DTC to the University or its agent for registration of transfer, exchange, or payment, and any certificate issued is registered in the name of Cede & Co. or in such other name as is requested by an Authorized Officer of DTC (and any payment is made to Cede & Co. or to such other entity as is requested by an Authorized Officer of DTC), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the registered owner hereof, Cede & Co., has an interest herein.

Upon any partial redemption of this Bond, Cede & Co., in its discretion, may request the Trustee to authenticate a new Series 2013 Bond or shall make an appropriate notation on this Bond indicating the date and amount of prepayment, except in the case of final maturity, in which case this Bond must be presented to the Trustee prior to payment.

The Series 2013 Bonds shall not be transferable or exchangeable except as set forth in the Resolution.

This Bond is transferable by the registered owner hereof in person or by his attorney duly authorized in writing upon presentation and surrender of this Bond at the principal corporate trust office of the Trustee. Upon such transfer, a new Bond, of the same denomination, maturity, and interest rate will be issued to the transferee in exchange therefor.

Reference is hereby made to the Resolution for the covenants and declarations of the University and other terms and conditions under which this Bond and the Series 2013 Bonds of this issue have been issued. The covenants contained herein and in the Resolution may be discharged by making provisions at any time for the payment of the principal of and interest on this Bond in the manner provided in the Resolution.

This Bond shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under the Resolution until the Certificate of Authentication hereon shall have been manually signed by the Trustee.

IT IS HEREBY CERTIFIED AND DECLARED that all acts, conditions, and things required by the Constitution and statutes of the State of Idaho to exist, to have happened, been done, and performed precedent to and in the issuance of this Bond have happened, been done, and performed, and that the issuance of this Bond and the Series 2013 Bonds of this issue does not violate any Constitutional, statutory, or other limitation upon the amount of bonded indebtedness that the University may incur.

IN WITNESS WHEREOF, the Board of Regents of the University of Idaho (the "Regents"), has caused this Bond to be executed by the manual or facsimile signature of the President of the Regents and of the Bursar of the University and attested by the manual or facsimile signature of the Secretary of the Regents, and a facsimile or original of the official seal of the University to be imprinted hereon, as of the dated date set forth above.

THE REGENTS OF THE UNIVERSITY OF IDAHO

By:________________________________
President

COUNTERSIGNED:

(SEAL)

By:________________________________
Bursar

ATTEST:

By:________________________________
Secretary

CERTIFICATE OF AUTHENTICATION

This Bond is one of the [Taxable] General Revenue [and Refunding] Bonds, Series 2013 [A][B], of the University of Idaho, described in the within-mentioned Resolution.

WELLS FARGO BANK, N.A., as Trustee

By:________________________________
Authorized Signature

Date of Authentication: ______________________

VALIDATION CERTIFICATE

I hereby certify that I have examined a certified copy of the record of proceedings taken preliminary to and in the issuance of the within bond; that such proceedings and such bond conform to and show lawful authority for the issuance thereof in accordance with the provisions of Title 57, Chapter 5 and Title 33, Chapter 38, Idaho Code, as amended. Such bond has been issued in accordance with the Constitution and laws of the State of Idaho and shall in any suit, action or proceeding involving its validity be conclusively deemed to be fully authorized by Title 57, Chapter 5 and Title 33, Chapter 38, Idaho Code, and to have been issued, sold, executed, and delivered in conformity with the Constitution and laws of the State of Idaho and to be valid and binding and enforceable in accordance with its terms, and such bond is incontestable for any cause.

By:__________________________________

Attorney General

ASSIGNMENT

FOR VALUE RECEIVED, ____, the undersigned sells, assigns and transfers unto:

____
(Social Security or Other Identifying Number of Assignee)

____
(Please Print or Typewrite Name and Address of Assignee)

the within Bond and hereby irrevocably constitutes and appoints __________________________ of __________________________ to transfer the said bond on the books kept for registration thereof with full power of substitution in the premises.

Dated:______________________________________

Signature:_______________________

NOTICE: The signature on this assignment must correspond with the name(s) of the Registered owner as it appears upon the face of the within Bond in every particular without alteration or enlargement or any change whatsoever.

SIGNATURE GUARANTEED:

____

NOTICE: Signature(s) must be guaranteed by a member firm of the New York Stock Exchange or a commercial bank or trust company and must correspond with the name as it appears upon the face of the within bond in every particular, without alteration or enlargement or any change whatever.

EXHIBIT B

PARAMETERS

SERIES 2013A BONDS AND SERIES 2013B BONDS:

The Purchase Price for the Series 2013A Bonds and Series 2013B Bonds, collectively, shall not be less than the aggregate par amount thereof.

SERIES 2013A BONDS:

Principal amount not to exceed $10,500,000.

Interest Rate not to exceed 5.5% per annum.

Underwriter's Discount or fee not to exceed 0.425% of the principal amount of the Bonds plus any reoffering premium, as more fully described in the Bond Purchase Agreement.

Final Maturity not to exceed 25 years from date of issuance.

SERIES 2013B BONDS:

Principal amount not to exceed $7,000,000.

Interest Rate not to exceed 6.5% per annum.

Underwriter's Discount or fee not to exceed 0.425% of the principal amount of the Bonds plus any reoffering premium, as more fully described in the Bond Purchase Agreement.

Final Maturity not to exceed 25 years from date of issuance.

EXHIBIT C

TERMS CERTIFICATE

In connection with a Supplemental Resolution of the Regents (the “Regents”) of the University of Idaho adopted on April 18, 2013 (the “2013 Supplemental Resolution”) authorizing the issuance and sale of the Regent’s General Revenue and Refunding Bonds, Series 2013A (the “Series 2013A Bonds”) and Taxable General Revenue Bonds, Series 2013B (the “Series 2013B Bonds” and together with the Series 2013A Bonds, the “Series 2013 Bonds”), the undersigned hereby executes and delivers this Terms Certificate (as such term is defined in the 2013 Supplemental Resolution) specifying certain terms of the Series 2013 Bonds:

Series 2013A Bonds:

a. Principal amount: $__________

b. Dated Date: ___________, 2013

c. Date of Delivery: ___________, 2013

d. Closing Date:___________, 2013, or such other date agreed upon by the Underwriters and the University

e. Underwriter’s discount or fee of $_________ ($4.25 per $1,000 of par amount plus any reoffering premium, as more fully described in Bond Purchase Agreement)

f. Purchase Price: ___________

g. Initial Payment Date, Maturity Date(s) and Interest Rate(s):

h. Optional Redemption: The Series 2013A Bonds are [not] subject to optional redemption [as follows:

   The Series 2013A Bonds maturing on or before April 1, 20___, shall not be subject to optional call or redemption prior to their stated dates of maturity. On any day on or after [April 1, 20___], at the election of the University, the Series 2013A Bonds maturing after [April 1, 20___], shall be subject to redemption, in whole or in part, in maturities selected by the University and within each maturity as selected by lot by the Trustee, at par, plus accrued interest to the redemption date.]

i. Mandatory Sinking Fund Redemption Schedule (See Attached Schedule A-1 as attached hereto)

j. Sources and Uses of Series 2013A Bond proceeds:

k. Refunded Bonds: [Series 2003 Bonds] [and 2010 Loan]

l. Redemption/Refunding/Defeasance instructions and authorization of an escrow agreement:

Series 2013B Bonds:

a. Principal amount: $__________

b. Dated Date: ___________, 2013

c. Date of Delivery: ___________, 2013

d. Closing Date: ___________, 2013, or such other date agreed upon by the Underwriter and the University

e. Underwriter's discount or fee of $_________ ($4.25 per $1,000 of par amount plus any reoffering premium, as more fully described in Bond Purchase Agreement)

f. Purchase Price: ___________

g. Initial Payment Date, Maturity Date(s), and Interest Rate(s):

h. Optional Redemption: The Series 2013B Bonds are [not] subject to optional redemption [as follows:

[Optional Redemption of Series 2013B Bonds. The Series 2013B Bonds maturing on or before April 1, 20___, shall not be subject to optional call or redemption prior to their stated dates of maturity. On any day on or after [April 1, 20___], at the election of the University, the Series 2013B Bonds maturing after [April 1, 20___], shall be subject to redemption, in whole or in part, in maturities selected by the University and within each maturity as selected by lot by the Trustee, plus accrued interest to the redemption date.]

i. Mandatory Sinking Fund Redemption Schedule (See Attached Schedule A-1 as attached hereto)

j. Sources and Uses of Series 2013B Bond proceeds:

Executed and delivered this _________, 2013 on behalf of the Regents pursuant to the 2013 Supplemental Resolution.

THE REGENTS OF THE UNIVERSITY OF IDAHO

By:________________________________

Bursar

Schedule A-1

[The Series 2013A Bonds and Series 2013B Bonds are subject to mandatory sinking fund redemption as described below.]

[Series 2013A Bonds. The Series 2013A Bonds maturing on April 1, ____, shall be subject to mandatory redemption and retirement prior to maturity, in part, by lot in such manner as the Trustee shall determine, on April 1 in the years ____ through ____, inclusive, at 100% of the principal amount thereof plus accrued interest to the date of redemption, from Mandatory Redemption Amounts (which are hereby established) in the amounts set forth below:

Series 2013A Bonds

Mandatory Redemption Date (April 1)	Mandatory Redemption Amount
	$

* Principal remaining at maturity

Upon redemption of any Series 2013A Bonds other than by application of such mandatory sinking fund redemption, an amount equal to the principal amount so redeemed will be credited toward a part or all of any one or more of such mandatory sinking fund redemption amounts, if any, for the Series 2013A Bonds in such order of mandatory sinking fund date as shall be directed by the University.

[Series 2013B Bonds. The Series 2013B Bonds maturing on April 1, ____, shall be subject to mandatory redemption and retirement prior to maturity, in part, by lot in such manner as the Trustee shall determine, on April 1 in the years ____ through ____, inclusive, at 100% of the principal amount thereof plus accrued interest to the date of redemption, from Mandatory Redemption Amounts (which are hereby established) in the amounts set forth below:

Series 2013B Bonds

Mandatory Redemption Date (April 1)	Mandatory Redemption Amount
	$

* Principal remaining at maturity

Upon redemption of any Series 2013B Bonds other than by application of such mandatory sinking fund redemption, an amount equal to the principal amount so redeemed will be credited toward a part or all of any one or more of such mandatory sinking fund redemption amounts, if any, for the Series 2013B Bonds in such order of mandatory sinking fund date as shall be directed by the University.]

EXHIBIT D

TAX COMPLIANCE POLICIES

BOND PURCHASE AGREEMENT

__________ __, 2013

The Regents of the University of Idaho
University of Idaho
Administration Building, Room 211
851 Campus Drive
Moscow, Idaho 83844-3168

THE REGENTS OF THE UNIVERSITY OF IDAHO
consisting of

$__________	**$__________**
General Revenue and Refunding Bonds	**Taxable General Revenue Bonds**
Series 2013A	**Series 2013B**

Ladies and Gentlemen:

The undersigned, George K. Baum & Company (the "**Underwriter**"), offers to enter into this Bond Purchase Agreement (this "**Bond Purchase Agreement**") with the Regents of the University of Idaho (the "**Regents**") which, upon your acceptance of this offer, will be binding upon you and upon the Underwriter. ***Terms used herein that are not otherwise defined herein shall have the same meanings assigned to them in the Resolution (as hereinafter defined).***

This offer is made subject to your acceptance of this Bond Purchase Agreement on or before 5:00 p.m. Pacific Time, on ___________ __, 2013, and, if not so accepted by the Regents, will be subject to withdrawal by the Underwriter upon notice delivered to the Regents at its address set forth above, at any time prior to the acceptance hereof by the Regents. This offer is also subject to the provisions included in this Bond Purchase Agreement.

1. Purchase and Sale of the Series 2013 Bonds. Upon the terms and conditions and in reliance upon the respective representations, warranties and covenants herein, the Underwriter hereby agrees to purchase from the Regents, and the Regents hereby agree to sell and deliver to the Underwriter, all (but not less than all) of the Regents' (a) General Revenue and Refunding Bonds, Series 2013A (the "**Series 2013A Bonds**"), at an aggregate purchase price of $__________ (the "**Series 2013A Purchase Price**"), representing (i) the $____________ aggregate principal amount of the Series 2013A Bonds, plus (ii) net original issue premium of $___________, minus (iii) an Underwriter's discount of $___________; and (b) Taxable General Revenue Bonds, Series 2013B (the "**Series 2013B Bonds**" and, together with the Series 2013A Bonds, the "**Series 2013 Bonds**") at an aggregate purchase price of $___________ (the "**Series 2013B Purchase Price**" and, together with the 2013A Purchase Price, the "**Purchase Price**"), representing (i) the $____________ aggregate principal amount of the Series 2013B Bonds, plus (ii) net original issue premium of $____________, minus (iii) an Underwriter's discount of $___________. Payment of the Purchase Price for the Series 2013 Bonds shall be made through wire transfer of immediately available federal funds to the Trustee for the account of the Regents at or prior to the Closing (as defined herein), and, upon satisfaction of the conditions for the issuance and sale of the Series 2013

Bonds set forth herein, the Series 2013 Bonds shall be released for delivery no later than the Closing (as defined herein).

The University acknowledges and agrees that (a) the purchase and sale of the Series 2013 Bonds pursuant to this Bond Purchase Agreement is an arm's length commercial transaction between the University and the Underwriter; (b) in connection with such transaction, the Underwriter is acting solely as a principal and not as an agency or a fiduciary of the University; (c) the Underwriter has not assumed (individually or collectively) a fiduciary responsibility in favor of the University with respect to the offering of the Series 2013 Bonds or the process leading hereto (whether or not the Underwriter, or any affiliate of the Underwriter, has advised or is currently advising the University on other matters) or any other obligation to the University except the obligations expressly set forth in this Bond Purchase Agreement; and (d) the University has consulted with its own legal and financial advisors to the extent it deemed appropriate in connection with the offering of the Series 2013 Bonds.

The Series 2013 Bonds will be issued in accordance with the provisions of the Educational Institutions Act, constituting chapter 38, Title 33, Idaho Code and Chapter 5, Title 57, Idaho Code (the "**Act**"), the Constitution of the State of Idaho (the "**State**"), and pursuant to a Supplemental Resolution with respect to the Series 2013 Bonds adopted by the Regents on ________ __, 2013 (the "**2013 Supplemental Resolution**") supplementing that certain Resolution adopted by the Regents on November 22, 1991 (as subsequently amended and supplemented, the "**Original Resolution**" and, together with the 2013 Supplemental Resolution, referred to herein as the "**Resolution**"). Each Series of the Series 2013 Bonds shall mature on April in each of the years and amounts, and bear interest at the rates, all as set forth on Schedule 1 hereto and subject to further terms as are reflected in the Official Statement (as hereinafter defined).

The Regents will apply the proceeds of the Series 2013 Bonds to refund the outstanding Student Fee Refunding and Revenue Bonds, Series 2003 issued by the Regents (the "**Refunded Bonds**"), to finance certain capital improvements at the Moscow campus of the University of Idaho (the "**University**"), to finance the acquisition of land in McCall, Idaho, to repay a bank loan the proceeds of which were used to finance certain capital improvements to the University's facilities, and to pay costs of issuance associated with the Series 2013 Bonds.

2. <u>Authority of the Underwriter</u>. The Underwriter hereby represents and warrants that it has full corporate power and authority to execute and deliver this Bond Purchase Agreement and to perform all acts on its part herein required.

3. <u>Public Offering of the Series 2013 Bonds</u>. The Underwriter agrees to make a bona fide public offering of the Series 2013 Bonds at not in excess of the initial public offering price therefor as set forth on the inside cover page of the final Official Statement, as defined below. In connection with the public offering of the Series 2013 Bonds, the Regents shall cause the preparation of the Official Statement, with completion of information relating to the interest rate, selling compensation, aggregate principal amount, delivery date, ratings and other terms of the Series 2013 Bonds depending on such matters as acceptable to the Regents and the Underwriter to reflect such terms as contemplated by this Bond Purchase Agreement and with such other additions, deletions and revisions as shall be acceptable to the Regents and the Underwriter. Copies of the Official Statement, signed by authorized representatives of the Regents will be delivered to the Underwriter within seven (7) business days of the date of this Bond Purchase Agreement, in sufficient quantity as may be reasonably requested by the Underwriter in order for the Underwriter to comply with the rules of the Municipal Securities Rulemaking Board (the "**MSRB**"). The Regents hereby authorize the use by the Underwriter of the Official Statement in connection with the offering of the Series 2013 Bonds to the public.

The Underwriter reserves the right (a) to over-allot or effect transactions that stabilize or maintain the market price of the Series 2013 Bonds at a level above that which might otherwise prevail in the open market, and (b) to discontinue such stabilizing, if commenced, at any time. A public offering shall include an offering to a representative number of institutional investors or registered investment companies, regardless of the number of such investors to which the Series 2013 Bonds are sold.

Following the Closing Date, the Underwriter shall submit electronically a copy of the Official Statement to the MSRB at its Electronic Municipal Market Access system in accordance with the rules of the MSRB.

The Regents agree that if, through the 25th day after the Closing Date, the Regents become aware of the occurrence of an event that might cause the Official Statement to contain an untrue statement of a material fact or to omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading, to notify the Underwriter, and, if in the opinion of the Underwriter such event requires the preparation and distribution of a supplement or an amendment to the Official Statement, the Regents, at their expense, at the request of the Underwriter, shall cause such a supplement or an amendment, satisfactory to the Underwriter, to be prepared and delivered to the Underwriter in such quantities as the Underwriter may reasonably request.

4. Representations, Warranties and Agreements by the Regents. In order to induce the Underwriter to enter into this Bond Purchase Agreement, and in consideration of the foregoing and of the execution and delivery of this Bond Purchase Agreement by the Underwriter, the Regents represent and warrant to and covenant with the Underwriter that, as of the date hereof and on and as of the date of the Closing:

(a) The Regents are a body politic and corporate organized and existing under and pursuant to the Constitution and laws of the State, have full legal right, power and authority pursuant to the Constitution, the Act and the Resolution to consummate all transactions contemplated by (i) this Bond Purchase Agreement, the Resolution, the Escrow Agreement dated as of _________ __, 2013 (the "**2013A Escrow Agreement**") between the Regents and Wells Fargo Bank, N.A., as the escrow agent (the "**Escrow Agent**"), the Continuing Disclosure Agreement dated as of ___________ __, 2013 between the Regents and the Trustee, as dissemination agent (collectively, the "**Regents' Documents**"), the Series 2013 Bonds and any and all other agreements and instruments relating to the issuance and sale of the Series 2013 Bonds; and (ii) the Preliminary Official Statement relating to the Series 2013 Bonds, including all appendices thereto, dated _________ __, 2013 (the "**Preliminary Official Statement**") and the final Official Statement, including all appendices thereto, dated as of the date hereof (the final Official Statement, including all appendices, supplements and amendments thereto, collectively is referred to as the "**Official Statement**"); to enter into the Regents' Documents; to issue the Series 2013 Bonds; to approve the Official Statement; to carry out all of its obligations thereunder and to comply with the terms and conditions hereof and thereof applicable to the Regents.

(b) The Regents have duly adopted the Resolution and have duly authorized all necessary action to be taken by them for: (i) the issuance and sale of the Series 2013 Bonds upon the terms and conditions set forth herein, in the Official Statement, and in the Resolution; (ii) the approval and execution, as relevant, of each Regents' Document and the Series 2013 Bonds; and (iii) the execution, delivery or receipt of and performance of the Regents' obligations under each Regents' Document and the Series 2013 Bonds, and any and all such other agreements and documents as may be required to be executed, delivered or received by the Regents in order to carry out, effectuate and consummate the transactions contemplated herein and therein.

(c) The Regents have previously provided the Underwriter with the Preliminary Official Statement, and as of its date, the Preliminary Official Statement has been "deemed final" by the Regents for purposes of Rule 15c2-12 promulgated under the Securities Exchange Act of 1934, as amended (the "**Rule**").

(d) The Regents have never failed to comply in all material respects with any continuing disclosure undertaking with regard to the Rule to provide annual reports or notices of material events specified in the Rule.

(e) The Regents have duly approved and authorized the execution, delivery and distribution of the Official Statement.

(f) The information contained in the Official Statement with respect to forward-looking statements and in the sections thereof titled "INTRODUCTION – The Regents and the University of Idaho" and "– Purpose of the Series 2013 Bonds," "SECURITY FOR THE SERIES 2013 BONDS," "PLAN OF FINANCE – Series 2013A Refunding Project," "– Series 2013A Project," "– Series 2013B Project," and "– Pay off of 2010 Loan," "HISTORICAL PLEDGED REVENUES," "THE UNIVERSITY," "SOURCES OF FUNDING FOR THE UNIVERSITY," "UNIVERSITY GOVERNANCE AND ADMINISTRATION," "CONTINUING DISCLOSURE" and "LITIGATION" and in Appendices A and B (collectively, all such sections and appendices are herein referred to as the "**Relevant Portions**") is, and at the Closing will be, true and correct in all material respects and does not, and at the Closing will not, contain any untrue or misleading statement of a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.

(g) At the time of the Regents' acceptance hereof and (unless an event occurs of the nature described in the last paragraph of Section 3 hereof) at all times subsequent thereto during the period up to and including twenty-five (25) days after the Closing Date, the information contained in the Relevant Portions of the Official Statement does not and will not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.

(h) If the information contained in the Relevant Portions of the Official Statement is supplemented or amended pursuant to the last paragraph of Section 3 hereof, at the time of each supplement or amendment thereto and (unless subsequently again supplemented or amended pursuant to such paragraph) at all times subsequent thereto during the period up to and including twenty-five (25) days after the Closing Date, the information contained in the foregoing sections of the Official Statement, as so supplemented or amended, will not contain any untrue statement of a material fact or omit to state any material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.

(i) Neither the execution and delivery of any Regents' Document, the Series 2013 Bonds, nor the consummation of the transactions contemplated herein or therein or the compliance with the provisions hereof or thereof, will conflict with, or constitute on the part of the Regents a violation of, or a breach of or default under, (i) any indenture, mortgage, commitment, note or other agreement or instrument to which the Regents is a party or by which it is bound, or (ii) any existing law, statute, rule, regulation (other than any state blue sky law) or resolution or judgment, order or decree of any court or governmental agency or body having jurisdiction over the Regents or any of its activities or properties. All consents, approvals, certificates of need, authorizations and orders of governmental or regulatory authorities (other than any state blue sky authorities) which are required for the execution and delivery of, consummation of the transactions contemplated by, and compliance with the provisions of, the Regents' Documents and the Series 2013 Bonds by the Regents have been obtained or will be obtained when required.

(j) Except as is specifically disclosed in the Official Statement, there is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, public board or body, pending or, to the knowledge of the Regents, threatened against or affecting (i) the financial condition of the Regents, the University, the Series 2013A Refunding Project, the Series 2013A Project, the Series 2013B Project, the application of the Pledged Revenues to payment of the Series 2013A Bonds or the operation by the Regents or the University of its properties, or (ii) the corporate existence of the Regents, the offices held by the members of the Regents and officers of the University and their respective rights or powers, their legal existence, or the actions taken or contemplated to be taken by them, or (iii) the transactions contemplated in the Regents' Documents or the Series 2013 Bonds, or (iv) the validity or enforceability in accordance with their respective terms of the Series 2013 Bonds, any Regents' Document or any material agreement or instrument by which the Regents, the University or their respective properties is or may be bound, and, to the knowledge of the Regents, is there any basis therefor wherein an unfavorable decision, ruling or finding would materially adversely affect any of the foregoing described in clauses (i) through (iv).

(k) The Regents will not take or omit to take any action which will in any way cause or result in the proceeds of the sale of the Series 2013 Bonds being applied in a manner other than as provided in the Resolution and the 2013A Escrow Agreement or as described in the Official Statement.

(l) The Regents have not been at any time in default as to principal or interest with respect to any obligation issued by or guaranteed by the Regents or with respect to which the Regents are an obligor.

(m) The audited financial statements of the University for the periods ended June 30, 2012 and June 30, 2011 are a fair presentation of the financial position of the University, the results of the University's operations and the University's changes in its net assets for the periods specified as of the dates indicated.

(n) Except as described in the Preliminary Official Statement, since June 30, 2012, there has been no material adverse change in the condition, financial or otherwise, of the University from that set forth in the audited financial statements as of and for the period ended that date; and except as described in the Preliminary Official Statement, the University, since June 30, 2012, has not incurred any material liabilities, directly or indirectly, except in the ordinary course of the University's operations.

(o) Between the date of this Agreement and the date of the Closing, except as contemplated by the Official Statement, the Regents will not incur and will not cause the University to incur any material liabilities, direct or contingent, or enter into any material transaction, in either case other than in the ordinary course of business.

(p) As of the date of this Bond Purchase Agreement, no event of default has occurred and is continuing and no event has occurred and is continuing which with the lapse of time or the giving of notice, or both, would constitute an event of default under any instrument to which the

Regents or the University is a party and which is material to the business or operations of the Regents or the University.

(q) The Regents agree to furnish or cause to be furnished such information, execute or cause to be executed such instruments and take such other action in cooperation with Underwriter's Counsel as it may reasonably request (i) in any endeavor to qualify the Series 2013 Bonds for offering and sale under the securities or "Blue Sky" laws or regulations of such jurisdictions of the United States of America as the Underwriter may request, (ii) for the application for exemption from such qualification, (iii) for the determination of the Series 2013 Bonds' eligibility for investment under the laws of such jurisdictions as the Underwriter designates and (iv) to provide for the continuance of such qualifications or exemptions in effect for so long as required for distribution or marketing of the Series 2013 Bonds, but not to exceed six (6) months after the date of Closing; provided, however, that the Regents shall not be required to qualify to do business in any jurisdiction where it is not now so qualified, or to take any such action which would subject it to general service of process in any jurisdiction where it is not now so subject.

(r) The Regents will comply and will use its best efforts to insure compliance with the applicable representations, warranties, covenants and obligations of the Regents contained in this Bond Purchase Agreement.

(s) Any certificate signed by any officer of the Regents or the University and delivered to the Underwriter shall be deemed a representation and warranty by the Regents to the Underwriter as to the truth of the statements therein contained

5. Closing. At 9 a.m., Pacific Time, on _________ __, 2013, or at such other time and/or date as shall have been mutually agreed upon by the Regents and the Underwriter (the "**Closing Date**"), the Regents will deliver, or cause to be delivered, to the Underwriter through the facilities of DTC the Series 2013 Bonds in definitive form duly executed by the Regents and authenticated by the Wells Fargo Bank, N.A., as Trustee in accordance with the Resolution, by delivering one fully registered Bond for each maturity of a Series of the Series 2013 Bonds in the principal amount of the related maturity of each Series of the Series 2013 Bonds, registered in the name of Cede &Co., as nominee of DTC, to the Trustee as custodian for DTC; and the Underwriter will accept such delivery of the Series 2013 Bonds and pay the Purchase Price of the Series 2013 Bonds to the Trustee for the account of the Regents by wire transfer or other direct transfer of immediately available funds payable to the order of the Trustee.

The activities relating to the final execution and delivery of the Series 2013 Bonds and the final execution and delivery of the Regents' Documents and the certificates, opinions and other instruments as described in Section 7 of this Bond Purchase Agreement shall occur at the offices of Skinner Fawcett LLP, Boise, Idaho or at such other location which shall be mutually agreed upon by the Regents and the Underwriter. The payment of the Purchase Price for the Series 2013 Bonds and simultaneous delivery of the Series 2013 Bonds to the Underwriter is herein referred to as the "**Closing**."

The Series 2013 Bonds will be made available for inspection by the Underwriter, at such place in Boise, Idaho as the Underwriter and the Trustee shall agree, not less than 24 hours prior to the Closing. The definitive Series 2013 Bonds shall bear proper CUSIP numbers (provided, however, that neither the printing of the wrong CUSIP number on any Series 2013 Bond nor the failure to print a CUSIP number thereon shall constitute cause to refuse to accept delivery of any Series 2013 Bond).

6. Termination. The Underwriter shall have the right to terminate its obligations hereunder by notice given to the Regents prior to delivery of and payment for the Series 2013 Bonds, if at any time prior to such time:

(a) Legislation not yet introduced in Congress shall be enacted or actively considered for enactment by the Congress, or recommended by the President of the United States of America to the Congress for passage, or favorably reported for passage to either House of the Congress by any committee of such House to which such legislation has been referred for consideration, a decision by a court of the United States of America or the United States Tax Court shall be rendered, or a ruling, regulation (proposed, temporary or final) or Official Statement by or on behalf of the Treasury Department of the United States of America, the Internal Revenue Service or other agency or department of the United States of America shall be made or proposed to be made which has the purpose or effect, directly or indirectly, of imposing federal income taxes upon interest on the Series 2013A Bonds under the Internal Revenue Code of 1986, as amended (the "**Code**"); or

(b) Any other action or event shall have transpired which has the purpose or effect, directly or indirectly, of materially adversely affecting the federal income tax consequences of any of the transactions contemplated in connection herewith or contemplated by the Official Statement, and, in the reasonable judgment of the Underwriter, materially adversely affects the market for the Series 2013 Bonds or the sale, at the contemplated offering prices (or yields), by the Regents, of the Series 2013 Bonds; or

(c) Legislation shall be enacted, or actively considered for enactment by the Congress, with an effective date on or prior to the date of Closing, or a decision by a court of the United States of America shall be rendered, or a ruling or regulation by the Securities and Exchange Commission (the "**SEC**") or other governmental agency having jurisdiction over the subject matter shall be made, the effect of which is that (i) the Series 2013 Bonds are not exempt from the registration, qualification or other requirements of the Securities Act of 1933, as amended and as then in effect, or the Securities Exchange Act of 1934, as amended and as then in effect, or (ii) the Resolution is not exempt from the registration, qualification or other requirements of the Trust Indenture Act of 1939, as amended and as then in effect; or

(d) A stop order, ruling or regulation by the SEC shall be issued or made, the effect of which is that the issuance, offering or sale of the Series 2013 Bonds, as contemplated herein or in the Official Statement, is in violation of any provision of the Securities Act of 1933, as amended and as then in effect, the Securities Exchange Act of 1934, as amended and as then in effect, or the Trust Indenture Act of 1939, as amended and as then in effect; or

(e) There shall exist any fact or there shall occur any event which, in the reasonable judgment of the Underwriter, either (i) makes untrue or incorrect in any material respect any statement or information contained in the Official Statement or (ii) is not reflected in the Official Statement but should be reflected therein in order to make the statements and information contained therein not misleading in any material respect and, in either such event the Regents refuse to permit the Official Statement to be supplemented to correct or supply such statement or information, or the Official Statement as so corrected or supplemented is such as, in the judgment of the Underwriter, would materially adversely affect the market for the Series 2013 Bonds or the sale, at the contemplated offering prices (or yields), by the Regents of the Series 2013 Bonds; or

(f) There shall have occurred any outbreak or escalation of hostilities, declaration by the United States of a national emergency or war or other calamity or crisis the effect of which on financial markets is such as to make it, in the reasonable judgment of the Underwriter, impractical or inadvisable to proceed with the offering or delivery of the Series 2013 Bonds as contemplated by the final Official Statement (exclusive of any amendment or supplement thereto); or

(g) Trading in the Regents' outstanding securities shall have been suspended by the Securities and Exchange Commission or trading in securities generally on the New York Stock Exchange shall have been suspended or limited or minimum prices shall have been established on such Exchange; or

(h) A banking moratorium shall have been declared either by federal or New York State authorities; or

(i) There occurs any material adverse change in the affairs, operation or financial condition of the University, except as set forth or contemplated in the Official Statement, the effect of which is, in the reasonable judgment of the Underwriter, to materially adversely affect the market for the Series 2013 Bonds or the sale, at the contemplated prices (or yields) by the Regents of the Series 2013 Bonds; or

(j) The Official Statement is not executed, approved and delivered in accordance with the terms hereof; or

(k) In the reasonable judgment of the Underwriter, the market price of the Series 2013 Bonds, or the market price generally of obligations of the general character of the Series 2013 Bonds, would be adversely affected because: (i) additional material restrictions not in force as of the date hereof shall have been imposed upon trading in securities generally by any governmental authority or by any national securities exchange, or (ii) the New York Stock Exchange or other national securities exchange, or any governmental authority, shall impose, as to the Series 2013 Bonds or similar obligations, any material restrictions not now in force, or increase materially those now in force, with respect to the extension of credit by, or the charge to the net capital requirements of, underwriters; or

(l) Any litigation shall be instituted, pending or threatened to restrain or enjoin the issuance, sale or delivery of the Series 2013 Bonds or in any way contesting or affecting any authority for or the validity of the Series 2013 Bonds, the Regents' Documents, or the existence or powers of the Regents or any of the transactions described herein or in the Official Statement; or

(m) Any underlying rating on the Series 2013 Bonds or other Bonds of the Regents which are secured by a pledge of the Pledged Revenues on a parity with the pledge of the Series 2013 Bonds thereon is reduced or withdrawn or placed on credit watch with negative outlook by any major credit rating agency.

7. <u>Conditions to Purchase</u>. The Underwriter has executed and delivered this Bond Purchase Agreement in reliance upon the representations, warranties and obligations of the Regents contained herein. Accordingly, the Underwriter's obligations under this Bond Purchase Agreement shall be subject to the following conditions:

(a) The representations and warranties of the Regents contained herein shall be true and correct in all material respects at the date hereof and at and as of the Closing, as if made at and as of the Closing and will be confirmed by certificates of the appropriate Regents' or University official or officials, dated the Closing Date, and the statements made in all certificates and other documents delivered to the Underwriter at the Closing pursuant hereto shall be true, complete and correct in all material respects at the Closing; and the Regents shall be in compliance with each of the warranties, agreements and covenants made by them in this Bond Purchase Agreement.

(b) At the Closing, the following conditions shall have been satisfied:

(1) the Series 2013 Bonds shall be executed by the Regents, authenticated by the Trustee and delivered to the Underwriter for purchase as described in Section 5 hereof;

(2) all actions which, in the opinion of Bond Counsel and the Underwriter, shall be necessary in connection with the transactions contemplated hereby, shall have been duly taken and shall be in full force and effect;

(3) the Regents shall perform or shall have performed all of their obligations required under or specified in this Bond Purchase Agreement and the Official Statement to be performed at or prior to the Closing;

(4) all necessary resolutions and other official action of the Regents relating to the Regents' Documents and the issuance and sale of the Series 2013 Bonds, and all necessary resolutions and other official action of the Regents relating to all other agreements or documents to be executed and delivered by the Regents in connection with the issuance and sale of the Series 2013 Bonds shall have been taken and shall be in full force and effect and shall not have been amended, modified or supplemented in any material respect, except with the consent of the Underwriter;

(5) each of the Regents' Documents and the Series 2013 Bonds shall have been fully executed by the relevant parties and shall be in full force and effect;

(6) the Official Statement, executed by the Regents and in form and substance acceptable to the Underwriter, shall have been delivered to the Underwriter; and

(7) evidence satisfactory to the Underwriter of filing a report with the State Treasurer pursuant to Idaho Code Section 67-1222 shall have been delivered to the Underwriter.

(c) At or prior to the Closing, the Underwriter shall receive the following documents in such number of counterparts as shall be mutually agreeable to the Regents and the Underwriter:

(1) Certified copies of the 2013 Supplemental Resolution and all resolutions of the Regents relating to the Series 2013 Bonds and approving the execution and delivery of each Regents' Document and the Official Statement;

(2) Copies of the Series 2013 Bonds;

(3) Executed copies of the 2013A Escrow Agreement, the Continuing Disclosure Agreement, a Tax Certificate relating to the Series 2013A Bonds delivered by the Regents, and the Representations Letter;

(4) The Official Statement executed on behalf of the Regents by their duly authorized officer;

(5) The approving opinions of Co-Bond Counsel, dated the Closing Date, in substantially the form set forth in Appendices F and G to the Official Statement;

(6) A supplemental opinion of Co-Bond Counsel, dated the Closing Date, in substantially the form set forth in **Exhibit A** hereto;

(7) An opinion of Underwriter's Counsel, dated the Closing Date, in substantially the form acceptable to the Underwriter;

(8) A certificate of the Attorney General of the State, dated the Closing Date, relating to validity of the Series 2013 Bonds;

(9) An opinion of Counsel to the Regents and the University addressed to the Underwriter, the Regents, and Co-Bond Counsel, dated the Closing Date, in form and substance satisfactory to the Underwriter, to the effect that (i) the University is an institution of higher education and a body politic of the State, duly and validly created and existing pursuant to the laws of the State with, and the Regents have, full legal right, power and authority to issue the Series 2013 Bonds, to adopt the Resolution, to pledge the Pledged Revenues, to enter into the Regents' Documents, and to consummate the transactions contemplated by the Resolution and the Regents' Documents, (ii) the Resolution was duly adopted by the Regents, (iii) the adoption of the Resolution by the Regents and the execution and delivery of the Regents' Documents and the performance by the Regents or the University of the transactions contemplated thereby will not conflict with or constitute a breach of, or default under, any provision of the applicable law, rule, regulation, ordinance, judgment, order or decree to which the Regents or the University is subject, or any commitment, note, agreement or other instrument to which the University or Regents is a party or by which it or any of their respective property is bound; (iv) the Relevant Portions of the Official Statement are true and correct in all material respects and do not omit to state a material fact; (v) except as disclosed in the Official Statement, there is no action, suit, proceeding, official inquiry or investigation, at law or in equity, pending, or to the knowledge of such Counsel, threatened (and there is no basis for such action, suit, proceeding, official inquiry or investigation) which (1) questions the existence or powers of the Regents or the University or any of their respective officers; (2) seeks to prohibit, restrain or enjoin the sale, issuance or delivery of the Series 2013 Bonds or the authorization, execution and delivery of the Resolution or any Regent Document or validity of the proceedings taken by the Regents in connection with the issuance of the Series 2013 Bonds; or (3) challenges the powers of the Regents or the University to pledge and collect Pledged Revenues and other funds and accounts pledged to the payment of the Series 2013 Bonds under the Resolution;

(10) Letters from Moody's and S&P to the effect that both Series of the Series 2013 Bonds have received ratings of "Aa3" from Moody's and "A+" from S&P, both of which ratings shall be in effect at Closing;

(11) A certificate of the Regents, dated the Closing Date, in substantially the form acceptable to the Co-Bond Counsel and the Underwriter;

(12) A certificate of the Trustee and the Escrow Agent, dated the Closing Date, to the effect that the Trustee and the Escrow Agent (i) are duly organized and validly existing under the laws of the United States of America, with full corporate trust powers, (ii) have full right, power and authority to enter into and perform the obligations under the Resolution and the 2013A Escrow Agreement, respectively and (iii) have validly accepted their respective obligations under the Resolution and the 2013A Escrow Agreement, which obligations are legally valid and binding obligations of the Trustee and the Escrow Agent, respectively;

(13) A certificate of the Regents, dated the Closing Date, required by Sections 7.2 (2) and 7.2(4) of the Original Resolution;

(14) A Consultant's Report required by Section 7.2(3) of the Original Resolution; and

(15) Such additional legal opinions, certificates, proceedings, instruments and other documents as Co-Bond Counsel may reasonably request to evidence compliance by the Regents with legal requirements, the truth and accuracy, as of the time of Closing, of the respective representations of the Underwriter, the Regents herein contained and the due performance or satisfaction by each of them at or prior to such time of all agreements then to be performed and all conditions then to be satisfied by each of them.

If the Regents shall be unable to satisfy the conditions to the obligations of the Underwriter contained in this Bond Purchase Agreement, or if the obligations of the Underwriter to place and accept delivery of the Series 2013 Bonds shall be terminated for any reason permitted by this Bond Purchase Agreement, this Bond Purchase Agreement shall terminate and neither the Underwriter nor the Regents shall be under further obligation hereunder; except that the Regents' obligations to pay fees and expenses, as provided in Section 9 hereof, shall continue in full force and effect. The Underwriter shall have the right to waive any of the conditions to its obligations contained in this Bond Purchase Agreement.

8. Survival of Representations, Warranties and Agreements. All representations, warranties and agreements of the Regents and the Underwriter shall remain operative and in full force and effect, regardless of any investigations made by or on behalf of the Underwriter or the Regents and shall survive the Closing. The obligations of the Regents and the Underwriter under Section 9 hereof shall survive the Closing and any termination of this Bond Purchase Agreement by the Underwriter pursuant to the terms hereof.

9. Fees and Expenses. The Regents will pay or cause to be paid all reasonable expenses incident to the performance of its obligations under this Bond Purchase Agreement, including, but not limited to, mailing or delivery of the Series 2013 Bonds, costs of printing of the Series 2013 Bonds, the Preliminary Official Statement, the final Official Statement and any amendment or supplement to the Official Statement, fees and disbursements of Co-Bond Counsel and Underwriter's Counsel, fees and expenses of the accountants of and counsel to the Regents, any fees charged by rating agencies for the ratings of the Series 2013 Bonds, and any fees and expenses of the Trustee, the Escrow Agent and the paying agent for the Refunded Bonds.

10. Blue Sky Qualification. The Regents covenant with the Underwriter that the Regents will cooperate, at the expense of the Regents, with the Underwriter in qualifying the Series 2013 Bonds for offer and sale under the securities or Blue Sky laws of such jurisdictions of the United States of America as the Underwriter may request; provided, however, that the Regents shall not be required to file any general consent to service of process or to qualify as a foreign corporation or as a dealer in securities in

any jurisdiction in which it is not so qualified or to subject itself to taxation in any jurisdiction in which it is not otherwise subject to taxation. The Regents consent to the use by the Underwriter in the course of its compliance with the securities or Blue Sky laws of the various jurisdictions of the documents relating to the Series 2013 Bonds, subject to the right of the Regents to withdraw such consent for cause by written notice to the Underwriter.

11. Notices. Any notice or other communication to be given to the Regents under this Bond Purchase Agreement may be given by delivering the same in writing at its address set forth above and to the attention of President and any notice or other communication to be given to the Underwriter under this Bond Purchase Agreement may be given by delivering the same in writing to George K. Baum & Company, 1400 Wewatta Street, Suite 800, Denver, Colorado 80202, Attention: Lee White, Executive Vice President and Manager.

12. Benefit. This Bond Purchase Agreement is made solely for the benefit of the Regents and the Underwriter (including the successors or assigns of the Underwriter) and no other person, including any purchaser of the Series 2013 Bonds, shall acquire or have any right hereunder or by virtue hereof. This Bond Purchase Agreement shall be binding upon the successor and assigns, if any, of the Regents and the Underwriter.

13. Governing Law. This Bond Purchase Agreement shall be governed by and construed in accordance with the laws of the State, without giving effect to its principles of conflicts of laws.

[Signature Page Follows]

14. Effective Date. This Bond Purchase Agreement shall become effective upon your acceptance hereof and may be executed in several counterparts, each of which shall be regarded as an original and all of which shall constitute one and the same document.

Very truly yours,

GEORGE K. BAUM & COMPANY

By: ___________________________________
Lee White, Executive Vice President

Accepted and agreed to as of
the date first above written:

THE REGENTS OF THE UNIVERSITY OF IDAHO

By: ___________________________________
Ronald E. Smith, Vice President for
Finance and Administration and Bursar

Time of Execution: ___________________

SCHEDULE 1

**MATURITIES, PRINCIPAL AMOUNTS,
INTEREST RATES AND YIELDS**

$__________

**THE REGENTS OF THE UNIVERSITY OF IDAHO
General Revenue and Refunding Bonds, Series 2013A**

Maturity Date (April 1)	Principal Amount	Interest Rate	Yield
	$		%

$___________

**THE REGENTS OF THE UNIVERSITY OF IDAHO
Taxable General Revenue Bonds, Series 2013B**

EXHIBIT A

Supplemental Opinion of Co-Bond Counsel

[To be provided]

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CONTINUING DISCLOSURE AGREEMENT

Between

THE REGENTS OF THE UNIVERSITY OF IDAHO

and

WELLS FARGO BANK, N.A.
as Trustee and Dissemination Agent

Dated as of ___________ __, 2013

Relating to

THE REGENTS OF THE UNIVERSITY OF IDAHO

$____________	**$_____________**
General Revenue and Refunding Bonds	**Taxable General Revenue Bonds**
Series 2013A	**Series 2013B**

CONTINUING DISCLOSURE AGREEMENT

This Continuing Disclosure Agreement (this "**Agreement**") dated as of __________ __, 2013, is entered into by and between THE REGENTS OF THE UNIVERSITY OF IDAHO (the "**Regents**"), a body politic and corporate organized and existing under and pursuant to the Constitution and laws of the State of Idaho (the "**University**"), and WELLS FARGO BANK, National Association, (the "**Trustee**" and as more particularly defined below, the "**Dissemination Agent**") in connection with the issuance by the Regents of its $___________ General Revenue and Refunding Bonds, Series 2013A and its $_________ Taxable General Revenue Bonds, Series 2013B (collectively, the "**Bonds**"). The Bonds are being issued pursuant to a Supplemental Resolution adopted by the Regents on April __, 2013 (the "**2013 Supplemental Resolution**") supplementing that certain Resolution adopted by the Regents on November 22, 1991 (as subsequently amended and supplemented and together with the 2013 Supplemental Resolution, referred to herein as the "**Resolution**").

The Regents covenant and agree as follows:

SECTION 1. Purpose of the Agreement. This Agreement is being executed and delivered by the Regents for the benefit of the Bondowners and in order to allow the Participating Underwriters (as defined by Rule 15c2-12) to comply with Rule 15c2-12.

SECTION 2. Definitions. In addition to the definitions set forth in the Resolution, which apply to any capitalized term used in this Agreement unless otherwise defined in this Section, the following capitalized terms shall have the following meanings:

"**Annual Financial Information**" means the financial information or operating data with respect to the University and the Pledged Revenues, delivered at least annually pursuant to Section 3 hereof, of the type set forth in the Official Statement, including but not limited to, such Pledged Revenues and debt service coverage information of the type set forth under the caption "HISTORICAL PLEDGED REVENUES," provided that such information shall be provided only on an actual basis, financial information and operating data set forth under the captions "SECURITY FOR THE SERIES 2013 BONDS – Student Fees," "– Sales and Services Revenues," "– Facilities and Administrative Recovery Revenues," "– Other Operating Revenues" and "– Investment Income," "THE UNIVERSITY – Housing and Student Union Facilities," "– Employee Retirement Plan; Post Retirement Health Benefits" and "– Insurance," "SOURCES OF FUNDING FOR THE UNIVERSITY – State Appropriations," "– Financial Assistance" and "– Schedule of Outstanding Indebtedness," the table titled "Five-Year Historical Enrollment Summary" under the caption "THE UNIVERSITY – Student Body," and the table in Appendix B titled "Tuition and Student Fees Academic Year 2012-2013."

"**Audited Financial Statements**" means the annual financial statements for the University, prepared in accordance with generally accepted accounting principles as in effect from time to time, audited by a firm of certified public accountants.

"**Bondowner**" or "**owner of the Bonds**" means the registered owner of the Bonds, and so long as the Bonds are subject to the book-entry system, any Beneficial Owner as such term is defined in the Resolution.

"**Dissemination Agent**" means Wells Fargo Bank, National Association, acting in its capacity as Dissemination Agent hereunder, or any successor Dissemination Agent designated in writing by the Regents and which has filed with the Trustee under the Resolution a written acceptance of such designation.

"**Events**" means any of the events listed in Section 4(a) and 4(b) of this Agreement.

"**MSRB**" means the Municipal Securities Rulemaking Board or any other entity designated or authorized by the Securities and Exchange Commission to receive reports pursuant to Rule 15c2-12. Unless otherwise designated by the MSRB or the Securities and Exchange Commission, filings with the MSRB are to be made through the Electronic Municipal Market Access (EMMA) system of the MSRB, currently located at http://emma.msrb.org.

"**Official Statement**" means the final Official Statement dated _______ __, 2013 delivered in connection with the issue and sale of the Bonds.

"**Rule 15c2-12**" shall mean Rule 15c2-12 adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as the same may be amended from time to time.

SECTION 3. Provision of Annual Information.

(a) Commencing with the Fiscal Year ended June 30, 2013, and annually while the Bonds remain outstanding, the Regents shall provide to the Dissemination Agent Annual Financial Information and Audited Financial Statements.

(b) Such Annual Financial Information shall be provided by the Regents not later than 180 days after the end of each Fiscal Year. The Audited Financial Statements will be provided when available but in no event later than 180 days after the end of each Fiscal Year.

(c) The Regents may provide Annual Financial Information and Audited Financial Statements with respect to the University and the Pledged Revenues by specific cross-reference to other documents which have been submitted by the Dissemination Agent to the MSRB or filed with the Securities and Exchange Commission. If the document so referenced is a final official statement within the meaning of Rule 15c2-12, such final official statement must also be available from the MSRB. The Regents shall clearly identify each such other document so incorporated by cross-reference.

(d) The Dissemination Agent shall provide Annual Financial Information and Audited Financial Statements to the MSRB on or before the tenth day after the Dissemination Agent receives such Annual Financial Information and Audited Financial Statements from the Regents. The Regents shall include with each submission of Annual Financial Information to the Dissemination Agent a written representation addressed to the Dissemination Agent to the effect that the Annual Financial Information is the Annual Financial Information required by this Agreement and that it complies with the applicable requirements of this Agreement.

SECTION 4. Reporting of Events.

(a) At any time the Bonds are outstanding, in a timely manner not in excess of ten (10) business days after the occurrence of an Event, the Regents shall provide or cause to be provided to the MSRB notice of any of the following Events with respect to the Bonds:

(1) Principal and interest payment delinquencies;

(2) Unscheduled draws on debt service reserves reflecting financial difficulties;

(3) Unscheduled draws on credit enhancements reflecting financial difficulties;

(4) Substitution of credit or liquidity providers, or their failure to perform;

(5) Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Bonds, or other material events affecting the tax status of the Bonds;

(6) Defeasances;

(7) Rating changes;

(8) Tender offers; and

(9) Bankruptcy, insolvency, receivership, or similar event of the Obligated Person.

For the purposes of the event identified in paragraph (4)(a)(9) hereof, the event is considered to occur when any of the following occur: (i) the appointment of a receiver, fiscal agent or similar officer for an obligated person in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the obligated person, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or (ii) the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the obligated person.

(b) At any time the Bonds are outstanding, in a timely manner not in excess of ten (10) business days after the occurrence of an Event, the Regents shall provide or cause to be provided to the MSRB notice of any of the following Events with respect to the Bonds, if material:

(1) Non-payment related defaults;

(2) Modification to the rights of the beneficial owners of the Bonds;

(3) Bond calls;

(4) Release, substitution or sale of property securing repayment of the Bonds;

(5) The consummation of a merger, consolidation, or acquisition involving an obligated person or the sale of all or substantially all of the assets of the obligated person, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms; and

(6) Appointment of a successor or additional trustee or a change in the name of a trustee.

Whenever the Regents obtain knowledge of the occurrence of an Event specified in paragraph 4(b), the Regents shall as soon as possible determine if such Event would constitute material information for owners of Bonds.

(c) If the Regents determine that knowledge of the occurrence of an Event listed in Section 4(b) would be material, the Regents shall promptly notify the Dissemination Agent in writing. Such notice shall instruct the Dissemination Agent to report the occurrence pursuant to Section 4(d) hereof.

(d) If the Dissemination Agent has been instructed by the Regents to report the occurrence of an Event listed in Section 4(a) or Section 4(b), the Dissemination Agent shall in a timely manner not in excess of ten (10) business days after the occurrence of an Event file a notice of such occurrence with the MSRB with a copy to the Regents.

(e) The Dissemination Agent, if the Dissemination Agent is also the Trustee, shall promptly advise the Regents whenever, in the course of performing its duties as Trustee under the Resolution, it identifies an occurrence of an Event which could require the Regents to provide a notice pursuant to this Section 4; provided that the failure of the Dissemination Agent so to advise the Regents of such occurrence shall not constitute a breach by the Dissemination Agent, in its capacity as Trustee, of any of its duties and responsibilities hereunder or under the Resolution.

(f) At any time the Bonds are outstanding, the Dissemination Agent shall, without further direction or instruction from the Regents, provide in a timely manner to the MSRB notice of any failure by the Regents to provide Annual Financial Information and Audited Financial Statements (in substantially the form attached as Exhibit A to this Agreement) as specified in Section 3 hereof.

SECTION 5. Filing. The filing of Annual Financial Information, Audited Financial Statements, notices of Events or any other notice required by this Agreement shall be effected by sending the filing or notice to the MSRB, in such designated electronic format, accompanied by such identifying information, as shall have been prescribed by the MSRB and which shall be in effect on the date of filing of such information.

SECTION 6. Concerning the Dissemination Agent.

(a) The Dissemination Agent shall not have any obligation to examine or review the Annual Financial Information and Audited Financial Statements and neither shall it have a duty to verify the accuracy or completeness of the Annual Financial Information and Audited Financial Statements.

(b) Solely for the purpose of (i) defining the standards of care and performance, including indemnification, applicable to the Dissemination Agent in the performance of its obligations under this Agreement, (ii) the manner of execution by the Dissemination Agent of those obligations, and (iii) matters of removal, resignation, succession of the Dissemination Agent under this Agreement, Article VIII of the Resolution is hereby made applicable to this Agreement as if this Agreement was (solely for this purpose) contained in the Resolution; provided that the Dissemination Agent shall have only such duties under this Agreement as are specifically set forth in this Agreement. Except as provided in Section 4(e) hereof, the Dissemination Agent shall have no duty to investigate or monitor compliance by the Regents with the terms of this Agreement. The Disseminating Agent shall have no obligation to examine or review the Annual Financial Information, Audited Financial Statements and notices of Events provided to it pursuant to the terms of this Agreement, and shall have no liability or responsibility for the form of, or the accurateness or completeness of, the Annual Financial Information, Audited Financial Statements and notices of Events disseminated by the Dissemination Agent hereunder.

Notwithstanding the provisions of Section 6 above, the Regents hereby agree to the extent permitted by law to hold harmless and to indemnify the Dissemination Agent, its employees, officers, directors, agents and attorneys from and against any and all claims, damages, losses, liabilities, reasonable costs and expenses whatsoever (including attorneys' fees and expenses, whether incurred before trial, at trial, or on appeal, or in any bankruptcy or arbitration proceedings), which may be incurred by the Dissemination Agent by reason of or in connection with the disclosure of information in accordance with this Agreement, except to the extent such claims, damages, losses, liabilities, costs or expenses result directly from the negligence or willful misconduct of the Dissemination Agent in the performance of its duties under this Agreement. In no event shall Disclosure Agent be liable for special, indirect, or consequential losses or damages of any kind whatsoever (including but not limited to lost profits) even if Disclosure Agent has previously been advised of such losses and damages. This Section shall survive the termination of the Agreement, payment of the Bonds, and the removal or resignation of the Dissemination Agent.

SECTION 7. Term. This Agreement shall be in effect from and after the issuance and delivery of the Bonds and shall extend to the earliest of (a) the date all principal and interest on the Bonds shall have been deemed paid pursuant to the terms of the Resolution; (b) the date that the Regents shall no longer constitute an "obligated person" with respect to the Bonds within the meaning of Rule 15c2-12; and (c) the date on which those portions of Rule 15c2-12 which require this Agreement are determined to be invalid by a court of competent jurisdiction in a non-appealable action, have been repealed retroactively or otherwise do not apply to the Bonds, which determination may be made in any manner deemed appropriate by the Regents, including by an opinion of any attorney or firm of attorneys experienced in federal securities laws selected by the Regents. The Regents shall provide a notice of any such termination with the Dissemination Agent who shall file such notice with the MSRB.

SECTION 8. Amendment; Waiver. Notwithstanding any other provision of this Agreement, the Regents may amend this Agreement, and any provision of this Agreement may be waived, if such amendment or waiver is consistent with Rule 15c2-12. Written notice of any such amendment or waiver shall be provided by the Regents to the Dissemination Agent who shall file it with the MSRB, and the Annual Financial Information shall explain the reasons for the amendment and the impact of any change in the type of information being provided. If any amendment changes the accounting principles to be followed in preparing financial statements, the Annual Financial Information for the year in which the change is made will present a comparison between the financial statement or information prepared on the basis of the new accounting principles and those prepared on the basis of the former accounting principles.

SECTION 9. Additional Information. Nothing in this Agreement shall be deemed to prevent the Regents from disseminating any other information, using the means of dissemination set forth in this Agreement or any other means of communication, or including any other annual information or notice of occurrence of an event which is not an Event, in addition to that which is required by this Agreement; provided that the Regents shall not be required to do so. If the Regents choose to include any annual information or notice of occurrence of an event in addition to that which is specifically required by this Agreement, the Regents shall have no obligation under this Agreement to update such information or include it in any future annual filing or notice of occurrence of an Event.

SECTION 10. Default and Enforcement. If the Regents fail to comply with any provision of this Agreement, any Bondowner may take action to seek specific performance by court order to compel the Regents to comply with its undertaking in this Agreement; provided that any Bondowner seeking to require the Regents to so comply shall first provide at least 30 days' prior written notice to the Regents of the Regents' failure (giving reasonable details of such failure), following which notice the Regents shall have 30 days to comply and, provided further, that only the owners of no less than a majority in aggregate principal amount of the Bonds may take action to seek specific performance in connection with a challenge to the adequacy of the information provided by the Regents in accordance with this Agreement, after notice and opportunity to comply as provided herein, and such action shall be taken only in a court of jurisdiction in the State of Idaho. A DEFAULT UNDER THIS AGREEMENT SHALL NOT BE DEEMED AN EVENT OF DEFAULT UNDER THE RESOLUTION OR THE BONDS, AND THE SOLE REMEDY UNDER THIS AGREEMENT IN THE EVENT OF ANY FAILURE OF THE REGENTS TO COMPLY WITH THIS AGREEMENT SHALL BE AN ACTION TO COMPEL PERFORMANCE.

SECTION 11. Beneficiaries. The Agreement shall inure solely to the benefit of the Regents, the Participating Underwriters and owners from time to time of the Bonds, and shall create no rights in any other person or entity.

[Signature page follows]

THE REGENTS OF THE UNIVERSITY OF IDAHO

By:____________________________________
Ronald E. Smith, Vice President
for Finance and Administration and Bursar

WELLS FARGO BANK, NATIONAL ASSOCIATION, as Trustee and Dissemination Agent

By:____________________________________
Name:__________________________________
Title:___________________________________

EXHIBIT A

NOTICE TO MSRB OF FAILURE TO FILE ANNUAL FINANCIAL INFORMATION AND/OR AUDITED FINANCIAL STATEMENTS

Name of Authority: The Regents of the University of Idaho

Name of Bond Issue: The Regents of the University of Idaho General Revenue and Refunding Bonds, Series 2013A, and The Regents of the University of Idaho Taxable General Revenue Bonds, Series 2013B

Name of Borrower: UNIVERSITY OF IDAHO

Date of Issuance: April __, 2013

NOTICE IS HEREBY GIVEN that the Borrower has not provided Annual Financial Information and/or Audited Financial Statements with respect to the above-named Bonds as required by Section 3 of the Continuing Disclosure Agreement dated as of _______ __, 2013, adopted by the Regents of the University of Idaho. The Borrower anticipates that the Annual Financial Information and/or Audited Financial Statements will be filed by [Date].

Dated: _______ __, 20__

WELLS FARGO BANK, NATIONAL ASSOCIATION, as Trustee

By:______________________________
Authorized Signatory

cc: Borrower

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SF DRAFT 3/12/13

ESCROW AGREEMENT

Dated as of May 7, 2013

Between

THE REGENTS OF THE UNIVERSITY OF IDAHO

and

WELLS FARGO BANK, NATIONAL ASSOCIATION

ESCROW AGREEMENT

This ESCROW AGREEMENT, dated as of May 7, 2013, between the REGENTS OF THE UNIVERSITY OF IDAHO (the "Issuer"), a state institution of higher education and body politic and corporate under the laws of the State of Idaho and Wells Fargo Bank, National Association (in its capacity as escrow agent hereunder, the "Escrow Agent"), a national banking association organized and existing under the laws of the United States of America;

W I T N E S S E T H

WHEREAS, the Issuer has heretofore issued its Student Fee Refunding and Revenue Bonds, Series 2003 (the "2003 Bonds" or "Prior Obligations"); and,

WHEREAS, the Issuer has determined to cause the refunding of the Prior Obligations with maturity dates, principal amounts, and interest rates as set forth in Exhibit "A" attached hereto.

WHEREAS, in order to accomplish the refunding, the Issuer has authorized the execution and delivery of the Issuer's General Revenue Refunding Bonds, Series 2013A (the "Bonds") in the aggregate principal amount of $_____________ pursuant to the provisions of Issuer's General Bond Resolution adopted on November 22, 1991, and Supplemental Resolution adopted on April 18, 2013 and related Terms Certificate (collectively, the "Resolution");

WHEREAS, the Issuer and the Escrow Agent are entering into this Escrow Agreement in order to provide for the refunding and defeasance of certain of the Prior Obligations; and

NOW, THEREFORE, to secure all Prior Obligations referenced in Exhibit "A", the payment of the principal thereof and interest thereon, the Issuer does hereby sell, assign, transfer, set over and pledge unto the Escrow Agent its successors in the trust and its assigns forever, all of the right, title and interest of the Issuer in and to all amounts in the funds established hereunder,

TO HAVE AND TO HOLD the same and any other revenues, property, contracts or contract rights, accounts receivable, chattel paper, investments, general intangibles or other rights and the proceeds thereof, which may, by delivery, assignment or otherwise, be subject to the lien and security created by this Escrow Agreement.

IN ESCROW AND TRUST, NEVERTHELESS, for the equal and ratable benefit and security of all present and future holders of such Prior Obligations, without preference, priority or distinction as to such Prior Obligations.

SECTION 1. Creation of Escrow Fund. There is hereby created and established with the Escrow Agent a special and irrevocable escrow fund designated the University of Idaho Series

2013A Refunding Escrow Fund (the "Escrow Fund") to be held by the Escrow Agent as a trust fund for the benefit of the owners of said Prior Obligations. The Escrow Fund shall be held by the Escrow Agent separate and apart from other funds of the Issuer and of the Escrow Agent.

SECTION 2. Receipt of Funds. The Escrow Agent hereby acknowledges receipt of the sum of $____________ from the proceeds of the Bonds.

SECTION 3. Application of Proceeds of Bonds.

(a) Upon receipt by the Escrow Agent of the amount of the proceeds of the Bonds as set forth in Section 2 hereof the Escrow Agent shall immediately deposit said amount in the Escrow Fund.

The Escrow Agent shall apply $____________ of the amount to be deposited in the Escrow Fund pursuant to this Section 3 to the purchase of non callable United States Treasury Obligations, as described in Exhibit "B" hereto (the "Government Obligations") with $___________ remaining to be held in cash. The Escrow Agent acknowledges receipt of book entry credit for the Government Obligations from an office of the Federal Reserve Bank.

Any portion of the amounts received from the Government Obligations not needed at the time of receipt to make the payments of interest and principal and premium to the holders of the Prior Obligations shall remain uninvested in the Escrow Fund until applied for such purpose. For the purposes of the immediately preceding sentence "uninvested" shall mean (i) cash, if in an amount of less than $5,000, or (ii) the purchase of additional Government Obligations provided, however, that such additional Government Obligations shall be in an amount at least equal to their purchase price and shall mature on or before the dates and in the amounts needed to pay principal and interest on the said Prior Obligations. The Escrow Agent shall at no time invest any amounts held in the Escrow Fund in any unit trust or mutual fund, nor shall the Escrow Agent enter into any agreement or contract for the investment of cash balances held in the Escrow Fund provided that, at the written direction of the Issuer, the Escrow Agent may enter into one or more of said investments if the Escrow Agent has received the written opinions of Moody's Investors Service and Standard & Poor’s that the rating on the Prior Obligations will not be lowered or withdrawn as a result of such investment.

SECTION 4. Issuance Costs. All costs and expenses related to the issuance of the Bonds shall be paid from the proceeds of the Bonds or other legally available sources of the Issuer.

SECTION 5. Application of Escrow. The Escrow Agent agrees that the amounts deposited in the Escrow Fund pursuant to Section 3 hereof and the interest income to be earned thereon and any other moneys and investments deposited in the Escrow Fund will be held in trust for the holders of the said Prior Obligations described on Exhibit "A". The Escrow Agent shall cause to be applied any cash held in the Escrow Fund and the principal of, and interest earned, on the Government Obligations (a) to the redemption on October 1, 2013 of all said 2003 Bonds set forth in Exhibit "A", and payment of all interest due thereon until October 1, 2013.

SECTION 6. Investment of Escrow Funds.

(a) Except as provided in Section 3 hereof, the Escrow Agent shall have no power or duty to invest any funds held under this Escrow Agreement or to sell, transfer or otherwise dispose of or make substitutions of the Government Obligations.

(b) The Issuer hereby covenants that no part of the moneys or funds held at any time in the Escrow Fund shall be used directly or indirectly to acquire any securities or obligations, the acquisition of which would cause the Bonds or the Prior Obligations or the obligations to which they relate to be "arbitrage bonds" as defined in subsections (a) and (b) of Section 148 of the Internal Revenue Code of 1986, as amended, and to be subject to treatment under subsection 103(b)(2) of the Internal Revenue Code of 1986 as obligations not described in subsection 103(a)(1).

(c) At the written request of the Issuer and upon compliance with the conditions hereinafter stated, the Escrow Agent shall have the power to sell, transfer or otherwise dispose of or request the redemption of the Government Obligations acquired hereunder and to substitute therefor non callable United States Treasury Obligations meeting the requirements of this subsection (the "Substitute Government Obligations"). At the written direction of the Issuer, the Escrow Agent shall purchase such Substitute Government Obligations with the proceeds derived from the sale, transfer, disposition or redemption of the Government Obligations, together with any other funds available for such purpose. Any such transaction may be effected only if (i) an independent certified public accountant shall certify or have certified that after such transaction (A) the principal amount of and interest on the Government Obligations to be held in the Escrow Fund, after giving effect to such transaction (including the Substitute Government Obligations to be acquired), will, together with any other cash to be held in the Escrow Fund, after giving effect to such transaction, be sufficient to pay without regard to further investment, as the same become due at maturity or earlier redemption, all principal of and premium, if any, and interest on the Prior Obligations that have not been paid previously, and (B) the amounts and dates of the anticipated payments from the Escrow Fund to the registered owners of the Prior Obligations will not be diminished or postponed thereby; and (ii) an opinion of counsel nationally recognized on the subject of municipal bonds shall be delivered to the Escrow Agent, which opinion shall be to the effect that such transaction will not result in the interest on the Prior Obligations or the Bonds becoming subject to federal income taxes then in effect.

The Escrow Agent shall not be responsible or liable for any diminution of the funds held in the Escrow Fund that may result from any actions taken pursuant to this Agreement, particularly, including any losses on any investment required to be liquidated prior to maturity in order to make a payment or distribution. The Escrow

Agent may purchase from or sell to itself or an affiliate, as principal for the Escrow Agent.

The Issuer acknowledges that to the extent that regulations of the Comptroller of the Currency grants the Issuer the right to receive brokerage confirmations of securities transactions, the Issuer waives receipt of such confirmations. The Escrow Agent shall furnish to the Issuer the report referenced in Section 10(a) which includes detail of all investment transactions made by the Escrow Agent.

SECTION 7. Notice to Bond Holders and Redemption. The Escrow Agent acknowledges receipt of a certified copy of the Resolution, in which the refunding of the said Prior Obligations is approved, and the Issuer hereby irrevocably directs the redemption and notices of the refunding of the Prior Obligations as described herein. The Escrow Agent further agrees for each of the Prior Obligations set forth in Exhibits "A" hereto, to cause a notice of the refunding of the Prior Obligations, in the applicable form attached hereto in Exhibit "C" to be mailed as soon as possible by certified mail, postage prepaid, to all registered owners of the Prior Obligations, to each insurer of the Prior Obligations, to Moody's Investment Service, New York, New York, and to Standard and Poor's, New York, New York and by certified or registered mail or overnight delivery service, to all registered securities depositories and to national information services that disseminate redemption notices.

The Escrow Agent will cause a notice of redemption, in substantially the form as provided in Exhibit "D" attached hereto, of the 2003 Bonds set forth in Exhibit "A" hereto to be mailed by the Trustee to all registered owners of the said 2003 Bonds and the insurer for the 2003 Bonds at least thirty-five (35) days and not more than sixty (60) days prior to October 1, 2013. A similar notice shall be sent by certified or registered mail simultaneously and preferably not less than thirty-five (35) days prior to the said redemption date, or as soon thereafter as possible, to all registered securities depositories then in the business of holding substantial amounts of obligations of types comprising the said Prior Obligations (such depositories including Depository Trust Company of New York, New York and other similar holders) and to one or more national information services that disseminate notices of redemption of obligations such as the Prior Obligations (such as MUNIFACTS). On October 1, 2013, the Escrow Agent shall cause to be redeemed from monies in the Escrow Fund all 2003 Bonds set forth in Exhibit "A".

SECTION 8. Disposition of Remaining Amounts, If Any. On or after October 1, 2013, after payment of the principal of, and interest on, all the Prior Obligations set forth in Exhibit "A" has been made, all remaining moneys and securities in the Escrow Fund shall be transferred by the Escrow Agent to the Issuer, and to such other person or applied to such other purpose as may be approved in a written opinion of nationally recognized bond counsel satisfactory to the Issuer to the effect that such other application of such amounts will not cause the Bonds to become "arbitrage bonds" within the meaning of Section 148 of the Internal Revenue Code of 1986. Upon the taking of all the actions as described herein by the Escrow Agent and the consummation of the redemptions contemplated by this Agreement, the Escrow Agent shall have no further obligations or responsibilities hereunder to the Issuer, the owners of the Prior Obligations or to any other person or persons in connection with this Agreement.

SECTION 9. Lien and Irrevocable Pledge; Perfection of Security. The Escrow Fund created hereby is irrevocably pledged to the payment of the Prior Obligations and the holders of the Prior Obligations shall have an express lien on and security interest in all amounts deposited in the Escrow Fund, including all amounts representing principal and all amounts representing interest on the Government Obligations in the Escrow Fund, until used and applied in accordance herewith. The Issuer agrees that financing statements may be filed with respect to this Escrow Agreement in such manner and in such places as may be required by law to fully protect the security of the holders of the Prior Obligations and the right, title and interest of the Escrow Agent, to all amounts deposited in the Escrow Fund and the principal and interest with respect to the Government Obligations, and shall take or cause to be taken all action necessary to preserve the aforesaid security so long as any of the Prior Obligations remain unpaid.

SECTION 10. Indemnification; Escrow Agent Compensation and Liability; Resignation.

(a) The Escrow Agent shall be compensated for its reasonable fees, expenses and disbursements, including legal fees, as more particularly set out in Exhibit "E" attached hereto. This constitutes a right to receive compensation notwithstanding, the Escrow Agent acknowledges that it has no claim for any such payment under the Resolution, and that it has no lien on the moneys in the Escrow Fund for any such payment. On October 15, 2013, the Escrow Agent shall submit to the Issuer a report covering all money it shall have received and all payments it shall have made or caused to be made hereunder.

If the Escrow Agent renders any service hereunder not provided for in this Agreement, or the Escrow Agent is made a party to or intervenes in any litigation pertaining to this Agreement or institutes interpleader proceedings relative hereto, the Escrow Agent shall be compensated reasonably by the Issuer for such extraordinary services and reimbursed for any and all claims, liabilities, losses, damages, fines, penalties and expenses, including out-of-pocket and incidental expenses and legal fees and expenses occasioned thereby.

(b) The Escrow Agent may act in reliance upon any signature believed by it to be genuine, and may assume that any person purporting to give any notice or receipt or advice or make any statements in connection with the provisions hereof has been duly authorized to do so.

(c) The Escrow Agent may act relative hereto in reliance upon advice of nationally recognized bond counsel in reference to any matter connected herewith, and shall not be liable for any mistake of fact or error of judgment, or for any acts or omissions of any kind, unless caused by its negligence or willful misconduct.

None of the provisions contained in this Escrow Agreement shall require the Escrow

Agent to use or advance its own funds in the performance of any of its duties or the exercise of any of its rights or powers hereunder. The liability of the Escrow Agent to transfer funds for the payment of the principal of and interest on the Prior Obligations shall be limited to the proceeds of the Government Obligations and the cash balances from time to time on deposit in the Escrow Fund. Notwithstanding any provision contained herein to the contrary, the Escrow Agent shall have no liability whatsoever for the insufficiency of funds from time to time in the Escrow Fund, for the failure of the Government Obligations to provide amounts sufficient to pay the Prior Obligations, or any failure of the obligors of the Government Obligations to make timely payment thereon. The Escrow Agent makes no representations as to the value, condition or sufficiency of the Escrow Fund, or any part thereof, or as to the title of the Issuer thereto, or as to the security afforded thereby or hereby, and the Escrow Agent shall not incur any liability or responsibility in respect to any of such matters.

The Escrow Agent's liabilities and obligations in connection with this Escrow Agreement are confined to those specifically described herein

The recitals herein and in the proceedings authorizing the Bonds shall be taken as the statements of the Issuer and shall not be considered as made by, or imposing any obligation or liability upon, the Escrow Agent.

(d) The Escrow Agent may resign and be discharged of its duties hereunder provided that: (i) it has given thirty (30) days written notice to the Issuer of such resignation; (ii) the Issuer has appointed a successor to the Escrow Agent hereunder; (iii) the Escrow Agent and the Issuer have received an instrument of acceptance executed by the successor to the Escrow Agent and (iv) the Escrow Agent has delivered to its successor hereunder all of the escrowed documents, Government Obligations, moneys and investments held by the Escrow Agent in the Escrow Fund. Such resignation shall take effect only upon the occurrence of all of the events listed in clauses (i) through (iv) above. Upon receipt by the Issuer of the written notice described in clause (i) above, the Issuer shall use its best efforts to obtain a successor to the Escrow Agent hereunder as soon as possible.

If, in a proper case, no appointment of a successor Escrow Agent shall be made pursuant to the foregoing provisions of this section within 60 days after a vacancy shall have occurred, the owner of any Prior Obligation or the Escrow Agent may apply to any court of competent jurisdiction to appoint a successor Escrow Agent. Such court may thereupon, after such notice, if any, as it may deem proper, prescribe and appoint a successor Escrow Agent.

Should the Escrow Agent consolidate, merge with, transfer or sell substantially all of its corporate trust business to any bank or banks, trust company or other banking institution, such consolidation, merger, transfer or sale shall in no way affect the rights of the parties hereto, or the owners of any of the Prior Obligations, and such succeeding corporation shall be the Escrow Agent under this Agreement, without the execution or filing of any paper or any further act on the part of the parties hereto, anything in this Agreement to the contrary notwithstanding.

(e) To the extent permitted by law, the Issuer covenants and agrees to indemnify and save the Escrow Agent harmless against any loss, expense or liability which it may incur arising out of or in the exercise or performance of its duties and powers hereunder, including the costs and expenses of defending against any claim or liability, or enforcing any of the rights or remedies granted to it under the terms of this Agreement, excluding any losses or expenses which are due to the Escrow Agent's negligence or willful misconduct. The obligations of the Issuer under this Section 10 shall survive the resignation or removal of the Escrow Agent under this Agreement and the payment of the Prior Obligations and discharge under this Agreement.

(f) THE ESCROW AGENT SHALL NOT BE LIABLE, DIRECTLY OR INDIRECTLY, FOR ANY (I) DAMAGES, LOSSES OR EXPENSES ARISING OUT OF THE SERVICES PROVIDED HEREUNDER, OTHER THAN DAMAGES, LOSSES OR EXPENSES WHICH HAVE BEEN FINALLY ADJUDICATED TO HAVE DIRECTLY RESULTED FROM THE ESCROW AGENT'S NEGLIGENCE OR WILLFUL MISCONDUCT, OR (II) SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES OR LOSSES OF ANY KIND WHATSOEVER (INCLUDING WITHOUT LIMITATION LOST PROFITS), EVEN IF THE ESCROW AGENT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES AND REGARDLESS OF THE FORM OF ACTION.

SECTION 11. Governing Law, Counterparts, Termination. This Escrow Agreement may be executed in several counterparts as part of one and the same instrument and shall be governed by the laws of the State of Idaho. This Escrow Agreement shall terminate when the principal of, and premium and interest on, all the said Prior Obligations has been paid.

SECTION 12. Amendments or Supplements. This Escrow Agreement shall not be repealed, revoked, rescinded, altered, amended or supplemented in whole or in part without the written consent of 100% of the then holders of the said unpaid Prior Obligations and the Bond Insurers for the Prior Obligations, and the written consent of the Escrow Agent; provided, however, that this Escrow Agreement may be amended with the consent of the Issuer and the Escrow Agent with written notice to Trustee for the Prior Obligations to correct, cure or supplement any ambiguous or defective provision in a manner not inconsistent with the security of the holders of the said Prior Obligations, upon delivery of an opinion of nationally recognized bond counsel satisfactory to the Issuer that such amendment will not adversely affect the exemption from federal income tax of the interest on either the Prior Obligations or the Bonds. The Escrow Agent shall give notice (including draft copies of such amendments) to the bond insurers of the Prior Obligations, Moody's Investors Service, Standard & Poor's or any other rating service then rating the Bonds or the Prior Obligations, as the case may be, of any amendment proposed pursuant to this Section if the Bonds or the Prior Obligations have been assigned a rating by either such agency.

SECTION 13. Severability. If any one or more of the covenants or agreements provided in this Escrow Agreement on the part of the Issuer or the Escrow Agent to be performed should be determined by a court of competent jurisdiction to be contrary to law, such covenant or agreement shall be deemed and construed to be severable from the remaining covenants and agreements herein contained and shall in no way affect the validity of the remaining provisions of this Escrow Agreement. In such event, the Escrow Agent shall give notice thereof to Moody's Investors Service and Standard and Poor’s.

SECTION 14. Successors and Assigns and Bond Insurers are Third Party Beneficiaries. All of the covenants, promises and agreements in this Escrow Agreement contained by or on behalf of the Issuer or the Escrow Agent shall bind and inure to the benefit of their respective successors and assigns, whether so expressed or not. The bond insurers for the Prior Obligations shall be deemed third party beneficiaries of this Escrow Agreement.

SECTION 15. Headings. Any headings preceding the text of the several Sections hereof, and any table of contents appended to copies hereof, shall be solely for convenience of reference and shall not constitute a part of this Escrow Agreement, nor shall they affect its meaning, construction or effect.

SECTION 16. Notices. Any notices or communications to or among the Escrow Agent, the Issuer or the Trustee of Prior Obligations may be given as follows:

To the Issuer:

University of Idaho
Finance and Administration
Administration Building, Room 213
Moscow, Idaho 83844-3166
Attention: Vice President for Finance
and Administration
Telephone: (208) 885-6530 Fax: (208) 885-8931.

To the Escrow Agent:

Wells Fargo Bank, National Association
1700 Lincoln Street, 10th Floor
MAC C7300-107
Denver, Colorado 80203
Attn: Corporate Trust Department
Telephone: (303) 863-5235 Fax: (303) 863-5645

with a copy to:

Wells Fargo Bank, National Association
1300 SW 5th Ave.
MAC P6101-114
Portland, OR 97201
Attn: Corporate Trust Department
Telephone: (503) 886-1367 Fax: (503) 886-3300

To the Trustee of Prior Obligations:

Wells Fargo Bank, National Association
1700 Lincoln Street, 10th Floor
MAC C7300-107
Denver, Colorado 80203
Attn: Corporate Trust Department
Telephone: (303) 863-5235 Fax: (303) 863-5645

with a copy to:

Wells Fargo Bank, National Association
1300 SW 5th Ave.
MAC P6101-114
Portland, OR 97201
Attn: Corporate Trust Department
Telephone: (503) 886-1367 Fax: (503) 886-3300

Addresses for Bond Insurers shall be those on file with the Escrow Agent which is also Trustee for the Prior Obligations. Any person may, by written notice to the other persons listed above, designate a different address or telephone number(s) to which subsequent notices or communications should be sent.

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

THE REGENTS OF THE UNIVERSITY OF IDAHO

By: __________________________________
Bursar

WELLS FARGO BANK, NATIONAL ASSOCIATION, as Escrow Agent

By: __________________________________
AUTHORIZED OFFICER

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EXHIBIT "A"

Schedule of the Regents of the University of Idaho
Student Fee Refunding and Revenue Bonds, Series 2003

Maturity Date (April 1)	Par Amount	Initial Term Interest Rate	CUSIP
2014	$1,080,000	5.000%	914318 YS3
2022*	$4,465,000	4.750%	914318 YT1

*Term Bond, final maturity

NOTE: The above 2003 Bonds are in denominations of $5,000 each, or integral multiples thereof, and are not callable prior to April 1, 2013. The 2003 Bonds shall be redeemed at the redemption price of par plus accrued interest to the redemption date.

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EXHIBIT "B"

The Government Obligations set forth below shall be purchased pursuant to Section 3 of this Escrow Agreement.

SLGS Certificates	Investment Rate (SLGS)*	Issue Date	Maturity Date	Date of Series 2003 Redemption	Type of Security	Total Costs
$__________	___%	May, 7, 2013	October 1, 2013	October 1, 2013	___________	_____________

* 2-Month SLGS rate as of May 7, 2013[?]

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EXHIBIT "C"

FORM OF NOTICE OF REFUNDING

Regents of the University of Idaho
Student Fee Refunding and Revenue Bonds, Series 2003

NOTICE IS HEREBY GIVEN that, for the payment of the interest and principal of the above-designated Bonds, (the "Bonds") as are more fully described on Schedule "1" attached hereto, funds have been deposited in escrow with Wells Fargo Bank, National Association, which, except to the extent maintained in cash, have been invested in direct obligations of the United States of America. The projected principal payments to be received from such investments and the projected interest income therefrom have been calculated to be sufficient to pay the interest on all said Bonds through October 1, 2013, and to redeem on October 1, 2013, the Bonds which mature on April 1, 2014 and thereafter at the redemption price of 100% of the par amount thereof plus accrued interest to the date of redemption.

DATED this __________ day of May, 2013.

WELLS FARGO BANK, NATIONAL ASSOCIATION, as Trustee

By: ___________________________________
Authorized Officer

(The remainder of this page left blank intentionally.)

SCHEDULE "1"
TO NOTICE OF REDEMPTION

Regents of the University of Idaho
Student Fee Refunding and Revenue Bonds, Series 2003

Maturity Date (April 1)	Par Amount	Initial Term Interest Rate	CUSIP
2014	$1,080,000	5.000%	914318 YS3
2022*	$4,465,000	4.750%	914318 YT1

*Term Bond, final maturity

NOTE: The above 2003 Bonds are in denominations of $5,000 each, or integral multiples thereof, and are not callable prior to April 1, 2013 (for 2003 Bonds maturing on April 1, 2014 and thereafter). The 2003 Bonds shall be redeemed at the redemption price of par plus accrued interest to the redemption date.

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EXHIBIT "D"

NOTICE OF REDEMPTION
To the Owners of

Regents of the University of Idaho
Student Fee Refunding and Revenue Bonds, Series 2003

NOTICE IS HEREBY GIVEN, pursuant to the provisions of the resolution adopted by the Regents of the University (the "Issuer") on November 22, 1991 as amended and supplemented by a supplemental resolution of the Issuer dated April 18, 2013 (collectively, the "Resolution"), authorizing the issuance of the Issuer's below described bonds (the "Bonds"). All of the following Bonds will be redeemed as provided in the Resolution on October 1, 2013 (the "Redemption Date"), at a redemption price equal to 100% of the par amount thereof plus accrued interest to the Redemption Date:

Maturity Date (April 1)	Par Amount	Interest Rate	CUSIP
2014	$1,080,000	5.000%	914318 YS3
2022*	$4,465,000	4.750%	914318 YT1

*Term Bond, final maturity

Interest on the Bonds to be redeemed shall cease to accrue from and after the Redemption Date.

Redemption of the Bonds is conditional upon receipt by the undersigned Paying Agent on or before the Redemption Date of the full amount of said redemption price. Upon presentation and surrender of the Bonds to be redeemed and receipt by Paying Agent of the full redemption price, the redemption price is due and payable and payment of the redemption price will be made.

Payment of the redemption price on the Bonds to be redeemed will be made upon presentation and on surrender of the Bonds on or before the Redemption Date at the office of WELLS FARGO BANK, NATIONAL ASSOCIATION, at the following addresses, based on the method of presentation:

Registered/Certified Mail:	*Air Courier:*	*In person:*
Wells Fargo Bank, N.A.	**Wells Fargo Bank, N.A.**	**Wells Fargo Bank, N.A.**
Corporate Trust Operations	Corporate Trust Operations	Northstar East Building
P.O. Box 1517	N9303-121	608 2nd Ave. So., 12th Fl.
Minneapolis, MN 55480-1517	6th & Marquette Avenue	Minneapolis, MN
	Minneapolis, MN 55479	

BY ORDER OF THE REGENTS OF THE UNIVERSITY OF IDAHO

____

By: WELLS FARGO BANK, NATIONAL ASSOCIATION, as Trustee, Paying Agent and Registrar for the Bonds

EXHIBIT "E"

FEE SCHEDULE

University of Idaho

REFUNDING ESCROW

ESCROW AGENT FEE

ADMINISTRATIVE FEE (one time) payable at closing..$1,000.00

Plus out-of-pocket expenses, including but not limited to publication and other expenses of the notice and proceedings for redemption of Bonds, billed at the time such costs are incurred.

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Ballard Spahr LLP

One Utah Center, Suite 800
201 South Main Street
Salt Lake City, UT 84111-2221
TEL 801.531.3000
FAX 801.531.3001
www.ballardspahr.com

SKINNER FAWCETT LLP
LAW OFFICES

515 SOUTH 6TH STREET
P.O. BOX 700
BOISE, ID 83701-0700
TELEPHONE (208) 345-2663
FAX (208) 345-2668

ATTACHMENT 8

May __, 2013

University of Idaho
P.O. Box 443168
Moscow Idaho 83844-3168

RE: The Regents of the University of Idaho General Revenue and Refunding Bonds, Series 2013A and Taxable General Revenue Bonds, Series 2013B

We have acted as co-bond counsel to the Regents of the University of Idaho (the "Regents") in connection with the issuance by the Regents of their General Revenue and Refunding Bonds, Series 2013A (the "Series 2013A Bonds") and Taxable General Revenue Bonds, Series 2013B (the "Series 2013B Bonds," and together with the Series 2013A Bonds, the "Bonds"). The Bonds are being issued pursuant to (i) Title 57, Chapter 5 and Title 33, Chapter 38, Idaho Code, as amended and (ii) a Resolution, adopted by the Regents on November 22, 1991, as heretofore amended, supplemented, and restated, and as further supplemented and amended by a supplemental resolution of the Regents adopted on _______, 2013 (collectively, the "Resolution"). The Bonds are being issued (i) to provide funds to refund certain outstanding bonds issued by the Regents, (ii) to finance and refinance certain capital improvements of the University of Idaho (the "University"), and (iii) to pay costs of issuance associated with the Bonds. Capitalized terms not otherwise defined herein shall have the meanings set forth in the Resolution.

Our services as co-bond counsel have been limited to the preparation of the legal proceedings and supporting certificates authorizing the issuance of the Bonds under the applicable laws of the State of Idaho and to a review of the transcript of such proceedings and certificates. As to questions of fact material to our opinion, we have relied upon the certified proceedings and other certifications of public officials furnished to us without undertaking to verify the same by independent investigation. Our examination has been limited to the foregoing as they exist or are in effect as of the date hereof. Our opinion is limited to the matters expressly set forth herein, and we express no opinion concerning any other matters.

Based on our examination and the foregoing, we are of the opinion as of the date hereof and under existing laws as follows:

ATTACHMENT 8

The Resolution has been duly adopted by the Regents and constitutes a valid and binding obligation of the Regents enforceable upon the Regents.

The Resolution creates a valid lien on the amounts pledged thereunder for the security of the Bonds.

The Bonds are valid and binding limited obligations of the Regents, payable solely from the Pledged Revenues and other amounts pledged therefor under the Resolution.

Based on an analysis of currently existing laws, regulations, decisions and interpretations,

interest on the Series 2013A Bonds is excludable from gross income for purposes of federal income tax under existing laws as enacted and construed on the date of initial delivery of the Series 2013A Bonds, assuming the accuracy of the certifications of the Regents and continuing compliance by the Regents with the requirements of the Internal Revenue Code of 1986. Interest on the Series 2013A Bonds is not an item of tax preference for purposes of either individual or corporate federal alternative minimum tax; however interest on the Series 2013A Bonds held by a corporation (other than an S corporation, regulated investment company, or real estate investment trust) may be indirectly subject to federal alternative minimum tax because of its inclusion in the adjusted current earnings of a corporate holder;

interest on the Series 2013B Bonds is not excludable from gross income for federal income tax purposes; and

interest on the Series 2013A Bonds is exempt from State of Idaho personal income taxes; however, interest on the Series 2013B Bonds is not.

In rendering our opinion, we wish to advise you that:

(i) The rights of the Owners of the Bonds and the enforceability thereof and of the Resolution may be subject to bankruptcy, insolvency, reorganization, arrangement, fraudulent conveyance, moratorium and other laws relating to or affecting creditors' rights heretofore or hereafter enacted to the extent constitutionally applicable, and their enforcement may also be subject to the application of equitable principles and the exercise of judicial discretion in appropriate cases;

(ii) We express no opinion herein as to the accuracy, adequacy, or completeness of the Official Statement or any other offering material relating to the Bonds; and

ATTACHMENT 8

(iii) Except as set forth above, we express no opinion regarding any other tax consequences relating to ownership or disposition of, or the accrual or receipt of interest on the Bonds.

Respectfully submitted,

SKINNER FAWCETT LLP

BALLARD SPAHR LLP

ATTACHMENT 8

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UNIVERSITY OF IDAHO

Attachment: Exterior Capital Improvement details

SUBJECT

Description of proposed 2013A bond three exterior campus capital improvement projects on the Moscow campus.

BACKGROUND/ DISCUSSION

The University desires to plan, design, and construct three campus exterior improvements at the Moscow campus. Each of the improvements are discussed below, and taken individually, each is below the cost threshold required for board authorization.

Campus Entry Signage

In 1999, the University established entry monuments at the intersection of Sweet Avenue and Highway 95, anticipating features of similar scale and permanence would be established at other major campus entries over time. The University finalized a campus signage master plan in 2010. This plan established a standard for signage on the main campus, as well as at remote locations throughout the state. The plan included details for all sign types, including concepts for other major campus entry signage.

In 2011, through a land swap, the University took ownership of the last of the railroad right of way adjacent to the campus, securing all the land fronting Highway 8 along the main campus's northern edge. Other campus improvements in this area in recent years include the new entry established at Stadium Drive, and the restoration of Paradise Creek to its historic channel.

This combination of events, and the fact that many first time and campus event visitors use the three major campus entries along Highway 8, highlights the need to provide incremental improvements to this historically barren and unattractive campus edge.

The University explored the feasibility for campus entry signage at Stadium Drive in 2010, with project costs estimated at $225,000. A project to upgrade all three entries on Highway 8 (i.e., Line Street, Stadium Drive, and Perimeter Drive) is currently estimated at $800,000. The project will include construction of brick-clad entry monuments with signage and the extension of campus amenities such as landscaping, irrigation, hardscape, lighting, and associated pedestrian scale enhancements, from the 'old' campus edge to the new.

General Campus Signage

In accordance with the signage master plan, the University has been installing new campus signage on a phased, incremental approach since 2010. Signage placed to date includes vehicular wayfinding, some exterior building signs on the main campus, and a limited number of building and location signs at various statewide sites. These signs are generally metal with vinyl lettering, mounted on a small concrete footing. Additional work remaining to be completed on the main campus includes more building identification signage, pedestrian wayfinding, campus directory maps, and parking lot signage. The additional work is estimated to cost $400,000.

Pedestrian Crossings

The University published an update to its Transportation Plan in 2011, following a multi-year internal effort engaging a wide cross-section of campus and community stakeholders. The plan identified a series of capital projects necessary to improve campus infrastructure, addressing automobile, bicycle, motorcycle, public transit, and pedestrian needs. High priority projects emerging from that process included improvements to two key pedestrian crossings of public streets passing through campus.

Sixth Street is a major east-west auto and bike transportation corridor through the City of Moscow and the University. This street bisects the main north-south pedestrian corridor of campus linking academic programs to the undergraduate housing and student recreation complex. The University undertook a feasibility study to explore means by which the heavy conflict between pedestrian and motorized traffic at this location can be improved.

A similar condition exists on Deakin Street, where north-south auto traffic conflicts with substantial east-west pedestrian crossings between the Student Union Building and the VandalStore, home to a recently constructed Starbucks outlet.

In both cases, recommended traffic calming measures emerging from the study included a raised table for the auto traffic, lane narrowing, lighting, signage, and colored hardscape. Improvements in these locations will require modification of drainage and stormwater services and may include campus pedestrian scale improvements in the form of plantings and exterior furniture. Improvements at each project location are estimated at $300,000, for a total project cost of $600,000.

In total, the Entry Monument, Campus Signage, and Pedestrian Crossing projects are expected to cost $1,800,000.

A rough timeline for the anticipated design and construction process follows:

April 2013	Regents authorize Series 2013A indebtedness for the three projects; Initiate design for each project
Fall 2013	Install campus signage Complete design for Pedestrian Crossings and Entry Monument Signage

Spring 2013	Begin construction for Pedestrian and Monument projects
Summer 2014	Complete construction

These projects directly support the University's strategic plan and its education, research, and outreach goals, and are fully consistent with the University's Long Range Campus Development Plan (LRCDP), the Campus Signage Master Plan, and the Campus Transportation Plan. There are necessary for the proper operation of the institution and economically feasible within the Series 2013A bond.

IMPACT

Anticipated Project

Funding		**Estimate Budget**	
State	$ 0	Construction	$ 1,500,000
Federal (Grant):	$ 0	A/E & Consultant Fees	$ 150,000
Other (UI/Bond)	$ 1,800,000	Contingency	$ 150,000
Private	$ 0		
Total	$ 1,800,000	Total	$ 1,800,000

The overall projected impact is $1,800.000.

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LEWIS-CLARK STATE COLLEGE

SUBJECT

Lewis-Clark State College (LCSC) requests Board approval to refinance the current interim financing for Clearwater Hall (residence facility)

REFERENCE

October 2004	LCSC informed Board of shortage of residence hall space for Lewiston campus.
December 2004	Board asked for needs analysis and competitive RFP.
January 2005	Board asked LCSC to explore possibility of having private firm(s) build new residence halls, and/or advantages of self-financing without a lease.
March 2005	Board approved sale of tax-exempt bonds to fund the construction of a residence hall; however, at Board request, LCSC postponed action until private firms had time to develop proposals.
October 2005	After LCSC was contacted by two firms (each proposing to fund and build a residence hall) the Board approved the sale of lots to provide land for private development of (College Place) residence hall.
June 2006	Board approved management agreement for the first of two privately-developed residence halls (College Place) located adjacent to Campus.
November 2006	Board approved management agreement for the second of two-privately built residence halls (Clearwater Hall) located in downtown Lewiston.
April 2008	Board authorized LCSC to make offer to purchase the residential portion of Clearwater Hall for the higher of $3.8M or appraised value.
December 2008	Board authorized LCSC to purchase the entire facility (upstairs residential space, first-floor “commercial” space, furniture/fixtures/equipment, and land for $4.5M, subject to subsequent Board approval of financing.
February 2009	Board authorized LCSC to obtain interim financing for $4.5M from Wells Fargo for the purchase of the Clearwater Hall residential facility in Lewiston, Idaho.
June 2010	Board authorized LCSC to refinance the existing Wells Fargo note and consolidate two smaller notes, extending the due date to June 30, 2014.

APPLICABLE STATUTE, RULE, OR POLICY

Idaho State Board of Education Governing Policies & Procedures, Section V.F.1.

BACKGROUND/DISCUSSION

Lewis-Clark State College (LCSC) is seeking approval to refinance the existing note associated with the purchase of the Clearwater Hall residential facility. Approved by the Board in June, 2010, this financing was executed as a promissory note issued on June 23, 2010. The note carries a fixed rate of 3.51% and matures on June 30, 2014.

LCSC has received a proposal from Wells Fargo Bank N.A. to refinance this debt. With a current balance of approximately $3,100,000, the refinancing would carry a rate of 2.28%, fixed for a term of 60 months. Payments of principal and interest would be based upon a 10 year amortization, and total loan costs would be $1,000 plus document and legal expenses. Executed as a promissory note, this refinancing would extend the current financing agreement at a more favorable interest rate and would carry no prepayment penalties. The note would be secured by facility rental revenue.

Financial statement covenants of borrower for the refinancing would remain relatively unchanged, including:

- o Unrestricted net liquid assets equal to or greater than $8,000,000
- o Ratio of Total Liabilities to Net Worth – not greater than 1 to 1
- o Debt coverage not less than 1.25 to 1

IMPACT

The proposed refinancing will allow LCSC to lower its interest rate while extending the due date of the current note until 2018, thus avoiding a balloon payment due in June, 2014. Total interest savings over 5 years will be approximately $178,000.

ATTACHMENTS

Attachment 1: Board Authorizing Resolution	Page 5
Attachment 2: Wells Fargo Commitment Letter	Page 9
Attachment 3: New Note Amortization Schedule	Page 11
Attachment 4: Amended and Restated Loan Agreement	(To be provided)
Attachment 5: Promissory Note	(To be provided)

STAFF COMMENTS AND RECOMMENDATIONS

The proposed refinancing would provide more favorable interest rates than the current note carries and extend the due date for an additional four years beyond the current June 30, 2014 due date, with no prepayment penalty.

The loan agreement contains certain financial covenants, and the College has confirmed with staff that it currently satisfies these financial benchmarks as shown in **bold** below and is positioned to continue to do so during the term of the loan.

- Unrestricted Net Liquid Assets > 8,000,000

  $21,892,093 per 6/30/12 Balance Sheet

- Total Liabilities/Net Assets < 1:1

  13,514,128/66,988,919 = **.20:1**

- Debt Coverage ratio >1.25:1.0

Net Income	5,405,757 (net increase in assets per letter)
Depreciation	2,426,169
Interest Exp.	291,284
	8,123,210
Debt Maturities	950,294 (as of 6/30/12)
Ratio:	**8.55:1.0**

This request to refinance presents an opportunity for the College to restructure existing debt at a favorable rate and term. Staff recommends approval.

BOARD ACTION

I move to approve the request by Lewis-Clark State College to refinance the current promissory note financing for the Clearwater Hall residence facility through a new note from Wells Fargo Bank, N.A., for an amount not to exceed $3,100,000 at 2.28% interest for a period of 5 years, to approve the Board Authorizing Resolution, and to authorize the College's Vice President for Finance & Administration to execute all necessary documents pertaining to the transaction.

Motion by ______________ Seconded by ____________ Carried Yes ___No___

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AUTHORIZING RESOLUTION

A RESOLUTION OF THE STATE BOARD OF EDUCATION ACTING AS THE BOARD OF TRUSTEES OF LEWIS-CLARK STATE COLLEGE, AUTHORIZING THE EXECUTION AND DELIVERY OF AN AMENDED AND RESTATED LOAN AGREEMENT AND A PROMISSORY NOTE WITH WELLS FARGO BANK, NATIONAL ASSOCIATION AND RELATED DOCUMENTS WITH RESPECT TO THE REFINANCING OF THE ACQUISITION OF A FACILITY FOR STUDENT RESIDENTIAL HOUSING; AUTHORIZING THE EXECUTION AND DELIVERY OF DOCUMENTS REQUIRED IN CONNECTION THEREWITH; AND AUTHORIZING THE TAKING OF ALL OTHER ACTIONS NECESSARY TO THE CONSUMMATION OF THE TRANSACTIONS CONTEMPLATED BY THIS RESOLUTION.

WHEREAS, THE STATE BOARD EDUCATION ACTING AS BOARD OF TRUSTEES OF LEWIS-CLARK STATE COLLEGE (the “College”), a body politic and corporate and institution of higher education duly organized, existing and authorized by the Constitution and laws of the State of Idaho, is authorized to borrow money and issue notes or bonds to finance and refinance the acquisition of facilities for student residential housing and other College programs in Lewiston, Idaho through promissory notes (the “Project”); and

WHEREAS, the College desires to refinance a certain prior promissory note for the Project through an Amended and Restated Loan Agreement (the “Agreement”) and Promissory Note (the “Note”) in the amount of up to $3,100,000 and at a projected rate of interest of 2.28% as described in the Commitment Letter from Wells Fargo Bank, National Association (the “Bank”), evidencing a loan commitment for the Project;

WHEREAS, in order to refinance the Project, the College proposes to enter into an Agreement, Note and related documents with the Bank (the “Financing Documents”), the form of which have been presented to the Board of Trustees at this meeting; and

WHEREAS, the Board of Trustees of the College deems it for the benefit of the College and for the efficient and effective administration thereof to enter into the Financing Documents on the terms and conditions therein provided;

NOW, THEREFORE, BE IT AND IT IS HEREBY RESOLVED BY THE BOARD OF TRUSTEES OF LEWIS-CLARK STATE COLLEGE as follows:

Section 1. Approval of Documents.

The form, terms and provisions of the Financing Documents are hereby approved in substantially the forms presented at this meeting; and the Bursar of the College is hereby authorized and directed to execute the Financing Documents and to deliver the Financing Documents to the respective parties thereto.

Section 2. Other Actions Authorized.

The officers and employees of the College shall take all action necessary or reasonably required by the parties to the Agreement and all related documents to carry out, give effect to and consummate the transactions contemplated thereby and to take all action necessary in conformity therewith, including, without limitation, the execution and delivery of any closing and other documents required to be delivered in connection with the Agreement.

Section 3. Severability.

If any section, paragraph, clause or provision of this Resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Resolution.

Section 4. Repealer.

All bylaws, orders and resolutions or parts thereof, inconsistent herewith, are hereby repealed to the extent only of such inconsistency. This repealer shall not be construed as reviving any bylaw, order, resolution or ordinance or part thereof.

Section 5. Effective Date.

This Resolution shall be effective immediately upon its approval and adoption.

ADOPTED AND APPROVED by the BOARD OF TRUSTEES LEWIS-CLARK STATE COLLEGE this 18th day of April, 2013.

THE BOARD OF TRUSTEES OF LEWIS-CLARK STATE COLLEGE

By:______________________________

Printed Name:____________________

Title: President, State Board of Education and Board of Trustees of Lewis-Clark State College

By: ____
Name: Chet Herbst
Title: Bursar

ATTEST:

By:___________________________________

Printed Name:_________________________
Title: Secretary of the Board

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WELLS FARGO

Business Banking Center
MAC P1906-011
221 South Main Street
Moscow, ID 83843
208 883-5625
208 883-1017 Fax

March 14, 2013

Jeff Phelps
Controller
Lewis-Clark State College
500 8th Avenue
Lewiston, ID 83501

RE: LETTER OF INTEREST – $3,100,000 TERM LOAN

Dear Jeff:

Wells Fargo is pleased to inform you that based on our discussions; we are willing to issue this Letter of Interest subject to the following terms and conditions:

1) **BORROWER:** Lewis-Clark State College

2) **PURPOSE:** Renewal of Promissory Noted dated 6-23-2010 finance the reimbursement or payment of Borrower's purchase of real property, equipment and other capital expenditures for student housing program.

3) **COMMITMENT:** $3,100,000

4) **TERM/MATURITY:** Maturity – 5 years, Amortization 10 years

5) **INTEREST RATE:** Bank Qualified Tax-Exempt
2.28%

The interest rate is subject to change until entering into an agreement. The rate would be ¼% higher <u>without automatic payment.</u>

6) **PAYMENTS:** Monthly principal and interest payments.

7) **COLLATERAL:** Pledge of Borrower's Net Fees relating to the housing facilities being financed.

8) **FEE STRUCTURE:** $1,000.00

9) **OTHER TERMS:** Tax Status/Legal Opinion – Execution of satisfactory documentation and all other legal documents usual and customary for a transaction of this type. Borrower agrees to cooperate with Wells Fargo Bank, N.A. in providing evidence as deemed necessary or desirable by Wells Fargo Bank, N.A. to substantiate the tax-exempt status, including a legal counsel opinion. Opinion would also address authority to borrow and authorized signer(s). Borrower agrees to pay all fees, including but not limited to, legal fees and closing fees.

   Approval from the State Board of Education.

   Borrower would sign a Borrowing Resolution and other documents requested by Wells Fargo Bank, N.A.

Prepayment penalty: No prepayment penalty.

Audited financial statements to be provided annually within 180 days after fiscal year end.

The ratio of total liabilities to net assets shall not exceed 1 to 1 as measured annually based on the annual audited financial statements.

Maintain Unrestricted Net Liquid Assets identified in the Statement of Net Assets in the Borrower's annual audited financial statements of $8,000,000.00 minimum.

Maintain a Debt Coverage Ratio of not less than 1.25 to 1.0 measured annually based on the annual audited financial statements. Debt Coverage Ratio is defined as the sum of net increase in assets (net income) plus depreciation expense, amortization expense, and interest expense divided by the sum of current maturities of long-term debt plus interest expense.

This letter should not be construed as a commitment by the Bank to lend money, but rather a basis for further discussion. Loan approval is subject to receiving a formal loan application and bank review and financial analysis of the request.

We sincerely appreciate the opportunity to provide you with these terms for your consideration. Please feel free to call me at 883-5630 should you have any questions or concerns relative to anything stated in this letter.

Sincerely,

John

John P. McCabe
Vice President

LEWIS-CLARK STATE COLLEGE
WELLS FARGO NOTE AMORTIZATION SCHEDULE (Approx)

TERM IN MONTHS:	60
ANNUAL INTEREST RATE:	2.28%
PAYMENT:	28,914.57

PAYMENT	INTEREST	PRINCIPAL	BALANCE
Refinanced Beginning Balance (Approx)			3,100,000.00
1	5,890.00	23,024.57	3,076,975.43
2	5,846.25	23,068.32	3,053,907.11
3	5,802.42	23,112.15	3,030,794.97
4	5,758.51	23,156.06	3,007,638.91
5	5,714.51	23,200.06	2,984,438.85
6	5,670.43	23,244.14	2,961,194.72
7	5,626.27	23,288.30	2,937,906.41
8	5,582.02	23,332.55	2,914,573.87
9	5,537.69	23,376.88	2,891,196.99
10	5,493.27	23,421.30	2,867,775.69
11	5,448.77	23,465.80	2,844,309.90
12	5,404.19	23,510.38	2,820,799.51
13	5,359.52	23,555.05	2,797,244.46
14	5,314.76	23,599.81	2,773,644.66
15	5,269.92	23,644.65	2,750,000.01
16	5,225.00	23,689.57	2,726,310.44
17	5,179.99	23,734.58	2,702,575.86
18	5,134.89	23,779.68	2,678,796.19
19	5,089.71	23,824.86	2,654,971.33
20	5,044.45	23,870.12	2,631,101.21
21	4,999.09	23,915.48	2,607,185.73
22	4,953.65	23,960.92	2,583,224.81
23	4,908.13	24,006.44	2,559,218.37
24	4,862.51	24,052.06	2,535,166.31
25	4,816.82	24,097.75	2,511,068.56
26	4,771.03	24,143.54	2,486,925.02
27	4,725.16	24,189.41	2,462,735.61
28	4,679.20	24,235.37	2,438,500.23
29	4,633.15	24,281.42	2,414,218.81
30	4,587.02	24,327.55	2,389,891.26
31	4,540.79	24,373.78	2,365,517.48
32	4,494.48	24,420.09	2,341,097.40
33	4,448.09	24,466.48	2,316,630.91
34	4,401.60	24,512.97	2,292,117.94
35	4,355.02	24,559.55	2,267,558.39

LEWIS-CLARK STATE COLLEGE
WELLS FARGO NOTE AMORTIZATION SCHEDULE (Approx)

TERM IN MONTHS:	**60**
ANNUAL INTEREST RATE:	**2.28%**
PAYMENT:	**28,914.57**

PAYMENT	INTEREST	PRINCIPAL	BALANCE
36	4,308.36	24,606.21	2,242,952.19
37	4,261.61	24,652.96	2,218,299.22
38	4,214.77	24,699.80	2,193,599.42
39	4,167.84	24,746.73	2,168,852.69
40	4,120.82	24,793.75	2,144,058.94
41	4,073.71	24,840.86	2,119,218.08
42	4,026.51	24,888.06	2,094,330.03
43	3,979.23	24,935.34	2,069,394.69
44	3,931.85	24,982.72	2,044,411.97
45	3,884.38	25,030.19	2,019,381.78
46	3,836.83	25,077.74	1,994,304.03
47	3,789.18	25,125.39	1,969,178.64
48	3,741.44	25,173.13	1,944,005.51
49	3,693.61	25,220.96	1,918,784.55
50	3,645.69	25,268.88	1,893,515.67
51	3,597.68	25,316.89	1,868,198.78
52	3,549.58	25,364.99	1,842,833.79
53	3,501.38	25,413.19	1,817,420.60
54	3,453.10	25,461.47	1,791,959.13
55	3,404.72	25,509.85	1,766,449.28
56	3,356.25	25,558.32	1,740,890.97
57	3,307.69	25,606.88	1,715,284.09
58	3,259.04	25,655.53	1,689,628.56
59	3,210.29	25,704.28	1,663,924.29
60	3,161.46	1,663,924.29	-

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SUBJECT

Superintendent of Public Instruction Update to the State Board of Education

BACKGROUND/DISCUSSION

Superintendent of Public Instruction, Tom Luna, will provide an update on the State Department of Education.

BOARD ACTION

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

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SUBJECT

Pending Rule – Docket No. 08-0201-1301, Rules Governing Administration, Negotiations

REFERENCE

December 13, 2012	Board approved temporary and proposed rule changes to IDAPA 08.02.01.051, Negotiations.

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 pending rule Docket No. 08-0201-1301, 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)~~

15~~2~~1. -- 199. (RESERVED)

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SUBJECT

Temporary and Proposed Rule - Educator Evaluations

REFERENCE

February 16, 2012	State Board Approval of ESEA Waiver
August 16, 2012	State Board Initial Approval of Rule Revisions and Additions.
October 18, 2012	State Board Approval of Final Draft of ESEA Waiver
November 19, 2012	Rule was vacated due to the Students Come First Laws being overturned

APPLICABLE STATUTE, RULE, OR POLICY

Idaho Administrative code, IDAPA 08.02.02 .020, .121

BACKGROUND/DISCUSSION

On February 21, 2012 the State Department of Education (SDE) submitted an Elementary and Secondary Education Act (ESEA) waiver to gain relief from the mandates of No Child Left Behind (NCLB). There were two application periods for waivers: November 2011 and February 2012. Idaho chose to apply in the second round so that the SDE was able to offer additional time for feedback and evaluation.

Principle 3 of the ESEA waiver clearly outlined required elements of teacher and principal evaluation models. As a result, Idaho needed to make adjustments to our teacher evaluation model and adopt a principal evaluation model for the state. The excerpt below is from the cover page that accompanied the waiver which was presented and approved at the State Board Meeting on February 16, 2012 and again on October 18, 2012:

> ***Supporting Effective Instruction and Leadership:***
> *Idaho developed a statewide framework for teacher evaluation. Schools also receive financial rewards for effective instruction as measured by student achievement. The State Department is currently creating a statewide framework for principal evaluation which should be completed by May 2012. The state will use their frameworks to then make necessary changes with teacher and administrator preparation programs.*

As a result of the work of both the Administrator Evaluation Focus Group and the Evaluation Capacity Task Force, both of which are referenced throughout the ESEA Waiver, that State Department of Education brought forth recommended rule changes for increased rigor and utility of teacher evaluations as well as a new section specific to administrator evaluation at the August 16, 2012 State Board meeting.

The State Board of Education approved these revisions during that meeting. On November 6, 2012, Idaho voters repealed the Students Come First laws that formed the foundation of Idaho's teacher and principal evaluation systems. Because of this, Idaho was no longer in compliance with the ESEA Waiver requirements which required student achievement and multiple measures to be a part of both teacher and principal evaluations. As a result, Idaho needed to work with stakeholders to extensively redraft the rules to bring Idaho's teacher and principal evaluation standards back in to compliance with the ESEA Waiver requirements. Because of this, the Idaho State Department of Education vacated the rule making process to allow an Educator Evaluation Task Force to be convened to analyze the gaps between Idaho's current evaluation systems and what was needed to bring Idaho's evaluation system back in to compliance with the ESEA Waiver requirements.

In December 2012, the Idaho State Department of Education submitted the following timeline and plan to the US Department of Education outlining how we would ensure that Idaho was in compliance with the ESEA Waiver requirements.

January – March:

- Convene Educator Evaluation Task Force with the specific goal of making recommendations on the following items to the State Board of Education:
    - The percentage of the evaluation that will be based on Student Achievement?
    - What multiple measures will be used in the evaluation, i.e. Parental Input, Student Input, Work Place Survey, etc.?
    - The inclusion of an Individualized Professional Learning Plan that will be created for each teacher based upon evaluation findings, and shall be used in subsequent years as the baseline measurement for professional development and growth?
    - How many observations are required annually and who must perform the observations?
    - Will administrators be required to compete a proficiency assessment prior to performing any evaluation or as part of their ongoing professional development for recertification?
    - Will we require a proficiency assessment for initial administrator licensure?

April – May:

- Take evaluation rule revisions for IDAPA 08.02.02.120 (Teacher Evaluation) and the addition of IDAPA 08.02.02.121 (Principal Evaluation) to the State Board of Education as Temporary and Proposed Rule.
- Receive State Board of Education approval of revisions to rule.
- Put rule revisions out for public comment.
- Receive final approval from the State Board of Education on Temporary and Proposed Rule.

2013 – 2014 School Year:

- Districts pilot revised evaluation models.

2014 – 2015 School Year:

- Full implementation of revised evaluation models in accordance with ESEA Waiver requirements.

The attached documents include the revisions to IDAPA 08.02.02.120 and the addition of IDAPA 08.02.02.121 which are based off of the recommendations and work of the Educator Evaluation Task Force. This rule is being brought forth as temporary and proposed to ensure that Idaho is able to meet the demands of the timeline outlined above.

IMPACT

If the State Board of Education does not approve the changes, Idaho will be out of compliance with the requirements of the US Department of Education's ESEA Waiver application. If the waiver is repealed as a result, Idaho schools will continue to be held accountable under the NCLB mandates rather than the new system of accountability approved by the State Board on February 16, 2012.

ATTACHMENTS

Attachment 1 – Revisions to IDAPA 08.02.02.120	Page 5
Attachment 2 – Addition of IDAPA 08.02.02.121	Page 9

BOARD ACTION

I move to approve the request by the State Department of Education to revise IDAPA 08.02.02.120 and to add IDAPA 08.02.02.121.

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 – TEACHER AND PUPIL PERSONNEL CERTIFICATE HOLDERS.

Each school district board of trustees will develop and adopt policies for teacher performance evaluation using multiple measures in which criteria and procedures for the evaluation of certificated personnel are research based and aligned to the 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 the 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)

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).~~ **Professional Practice**. For evaluations conducted on or after July 1, 2013, all certificated instructional employees must receive an evaluation in which at least sixty-seven percent (67%) of the evaluation results are based on Professional Practice. All measures included within the Professional Practice portion of the evaluation must be aligned to the Charlotte Danielson Framework for Teaching Second Edition. The measures included within the Professional Practice portion of the evaluation shall include a minimum of two documented observations annually, with at least one (1) observation being completed by January 1 of each year. District evaluation models shall also include at least one (1) of the following as a measure to inform the Professional Practice portion of all certificated instructional employee evaluations: Parent/guardian input, student input and/or portfolios. (~~3-29-12~~)( )

03. **Student Achievement**. For evaluations conducted on or after July 1, ~~2012~~2013, all certificated instructional employees, principals and superintendents must receive an evaluation in which at least ~~fifty percent (50%)~~thirty-three percent (33%) of the evaluation results are based on multiple objective measures of growth in student achievement as determined by the board of trustees and based upon research. Growth in student achievement as measured by the Idaho Standards Achievement Test (ISAT) must be included. This portion of the evaluation may be calculated using current and/or past year's data and may use one (1) or multiple years of data~~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)~~. Growth in student achievement may be considered as an optional measure for all other school based and district based staff, as determined by the local board of trustees. (~~3-29-12~~)( )

04. **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~~. Evaluations shall be differentiated for certificated non-instructional employees and pupil personnel certificate holders in a way that aligns with the Charlotte Danielson Framework for Teaching Second Edition to the extent possible. 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~~)( )

05. **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 instructional staff and pupil personnel performance. The individuals assigned this responsibility ~~should~~shall have received training in evaluation and prior to September 1, 2018, shall demonstrate proof of proficiency in conducting observations and evaluating effective teacher performance by passing a proficiency assessment approved by the State Department of Education as a onetime recertification requirement. (~~4-1-97~~)( )

d. Sources of data -- description of the sources of data used in conducting certificated personnel evaluations. For certificated instructional staff~~classroom teaching personnel~~, a minimum of two (2) documented classroom observations ~~should~~shall be included as one (1) source of data. At least one of those observations must be completed prior to January 1 of each year. Parent/guardian input, student input and/or portfolios shall be considered. (~~4-1-97~~)( )

e. Procedure -- description of the procedure used in the conduct of certificated personnel evaluations. (4-1-97)

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~~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. Aggregate data shall be considered as part of the district and individual schools Needs Assessment in determining professional development offerings. (~~3-29-10~~)( )

n. Individualizing teacher evaluation rating system -- a~~A~~ plan for how evaluations will be used to identify proficiency and record growth over time. No later than July 1, 2013, districts shall have established an individualized teacher evaluation rating system with a minimum of three rankings used to differentiate performance of teachers and pupil personnel certificate holders including unsatisfactory being equal to "1 , basic being equal to "2" and proficient being equal to "3"~~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)

06. Evaluation Policy - Frequency of Evaluation. The evaluation policy shall include a provision for evaluating all teacher and pupil personnel certificated ~~personnel~~employees on a fair and consistent basis. All contract personnel shall be evaluated at least once annually. (~~3-29-12~~)( )

07. 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). Local school districts shall report the rankings of individual certificated personnel evaluations to the State Department of Education annually for State and Federal reporting purposes. The State Department of Education shall ensure that the privacy of all certificated personnel is protected by not releasing statistical data of evaluation rankings in local school districts with fewer than five (5) teachers and by only reporting that information in the aggregate by local school district. (~~4-1-97~~)( )

08. Evaluation System Approval. Each school district board of trustees will develop and adopt policies for teacher and pupil personnel certificated performance evaluation in which criteria and procedures for the evaluation are research based and aligned with the Charlotte Danielson Framework for Teaching Second Edition. By July 1, 2014 an evaluation plan which incorporates all of the above elements shall be submitted to the State Department of Education for approval. Once approved, subsequent changes made in the evaluation system shall be resubmitted for approval. ( )

IDAPA 08
TITLE 02
CHAPTER 02

08.02.02 - RULES GOVERNING UNIFORMITY

121. LOCAL DISTRICT EVALUATION POLICY - SCHOOL PRINCIPAL.

Each school district board of trustees will develop and adopt policies for principal performance evaluation using multiple measures in which criteria and procedures for the evaluation of administratively certificated personnel serving as school principal are research based. The process of developing criteria and procedures for principal 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 principal for whom it is written. ( )

01. Standards. Each district principal evaluation model shall be aligned to state minimum standards based on the Interstate School Leaders Licensure Consortium (ISLLC) standards and include proof of proficiency in conducting teacher evaluations using the state's adopted model, the Charlotte Danielson Framework for Teaching Second Edition. Proof of proficiency in evaluating teacher performance shall be required of all individuals assigned the responsibility for appraising, observing or evaluating certificated personnel performance. Proof of proficiency in evaluating performance shall be demonstrated by passing a proficiency assessment approved by the State Department of Education as a onetime recertification requirement prior to September 1, 2018. Principal evaluation standards shall additionally address the following domains and components: ( )

a. Domain 1: School Climate - An educational leader promotes the success of all students by advocating, nurturing and sustaining a school culture and instructional program conducive to student learning and staff professional development. An educational leader articulates and promotes high expectations for teaching and learning while responding to diverse community interest and needs. ( )

i. School Culture - Principal establishes a safe, collaborative, and supportive culture ensuring all students are successfully prepared to meet the requirements for tomorrow's careers and life endeavors ( )

ii. Communication - Principal is proactive in communicating the vision and goals of the school or district, the plans for the future, and the successes and challenges to all stakeholders. ( )

iii. Advocacy - Principal advocates for education, the district and school, teachers, parents, and students that engenders school support and involvement. ( )

b. Domain 2: Collaborative Leadership - An educational leader promotes the success of all students by ensuring management of the organization, operations and resources for a safe, efficient and effective learning environment. In collaboration with others, uses appropriate data to establish rigorous, concrete goals in the context of student achievement and instructional programs. He/She uses research and/or best practices in improving the education program. ( )

i. Shared Leadership - Principal fosters shared leadership that takes advantage of individual expertise, strengths, and talents, and cultivates professional growth. ( )

ii. Priority Management - Principal organizes time and delegates responsibilities to balance administrative/managerial, educational, and community leadership priorities. ( )

iii. Transparency - Principal seeks input from stakeholders and takes all perspectives into consideration when making decisions. ( )

iv. Leadership Renewal - Principal strives to continuously improve leadership skills through, professional development, self-reflection, and utilization of input from others. ( )

v. Accountability - Principal establishes high standards for professional, legal, ethical, and fiscal accountability for self and others. ( )

c. Domain 3: Instructional Leadership - An educational leader promotes the success of all students by facilitating the development, articulation, implementation, and stewardship of a vision of learning that is shared and supported by the school community. He/She provides leadership for major initiatives and change efforts and uses research and/or best practices in improving the education program. ( )

i. Innovation - Principal seeks and implements innovative and effective solutions that comply with general and special education law. ( )

ii. Instructional Vision - Principal insures that instruction is guided by a shared, research-based instructional vision that articulates what students do to effectively learn. ( )

iii. High Expectations - Principal sets high expectation for all students academically, behaviorally, and in all aspects of student well-being. ( )

iv. Continuous Improvement of Instruction - Principal has proof of proficiency in assessing teacher performance based upon the Charlotte Danielson Framework for Teaching Second Edition. Aligns resources, policies, and procedures toward continuous improvement of instructional practice guided by the instructional vision. ( )

v. Evaluation- Principal uses teacher/principal evaluation and other formative feedback mechanisms to continuously improve teacher/principal effectiveness. ( )

vi. Recruitment and Retention -Principal recruits and maintains a high quality staff. ( )

02. Professional Practice. For evaluations conducted on or after July 1, 2013, all principals must receive an evaluation in which sixty-seven percent (67%) of the evaluation results are based on Professional Practice. All measures included within the Professional Practice portion of the evaluation must be aligned to the Domains and Components listed in Subsection 121.01.a through 121.01.c. District evaluation models shall also include at least one (1) of the following as a measure to inform the Professional Practice portion of all principal evaluations: Parent/guardian input, student input and/or portfolios. ( )

03. Student Achievement. For evaluations conducted on or after July 1, 2013, all certificated instructional employees, principals and superintendents must receive an evaluation in which at least thirty-three percent (33%) of the evaluation results are based on multiple objective measures of growth in student achievement as determined by the board of trustees and based upon research. Growth in student achievement as measured by the Idaho Standards Achievement Test (ISAT) must be included. This portion of the evaluation may be calculated using current and/or past year's data and may use one (1) or multiple years of data. Growth in student achievement may be considered as an optional measure for all other school based and district based staff, as determined by the local board of trustees. ( )

04. Evaluation Policy - Content. Local school district policies will include, at a minimum, the following information: ( )

a. Purpose -- statements that identify the purpose or purposes for which the evaluation is being conducted; e.g., individual instructional leadership, personnel decisions. ( )

b. Evaluation criteria -- statements of the general criteria upon which principals be evaluated. ( )

c. Evaluator -- identification of the individuals responsible for appraising or evaluating principal performance. The individuals assigned this responsibility shall have received training in evaluation. ( )

d. Sources of data -- description of the sources of data used in conducting principal evaluations. Proficiency in conducting observations and evaluating effective teacher performance shall be included as one (1) source of data. ( )

e. Procedure -- description of the procedure used in the conduct of principal evaluations. ( )

f. Communication of results -- the method by which principals are informed of the results of evaluation. ( )

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. ( )

h. Appeal -- the procedure available to the individual for appeal or rebuttal when disagreement exists regarding the results of an evaluation~~s~~. ( )

i. Remediation -- the procedure available to provide remediation in those instances where remediation is determined to be an appropriate course of action. ( )

j. Monitoring and evaluation. -- A description of the method used to monitor and evaluate the district's principal evaluation system. ( )

k. Professional development and training -- a plan for ongoing training and professional learning based upon the district's evaluation standards and process. ( )

l. Funding -- a plan for funding ongoing training and professional development for evaluators of principals. ( )

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 for principals. ( )

n. Individualizing principal evaluation rating system -- a plan for how evaluations will be used to identify proficiency and record growth over time. No later than July 01, 2013, districts shall have established an individualized principal evaluation rating system with a minimum of three rankings used to differentiate performance of principals including unsatisfactory being equal to "1", basic being equal to "2" and proficient being equal to "3". ( )

o. A plan for including stakeholders including, but not limited to, teachers, board members, and administrators in the development and ongoing review of their principal evaluation plan. ( )

05. Evaluation Policy - Frequency of Evaluation. The evaluation policy should include a provision for evaluating all principals on a fair and consistent basis. ( )

06. Evaluation Policy - Personnel Records. Permanent records of each principal 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). Local school districts shall report the rankings of individual certificated personnel evaluations to the State Department of Education annually for State and Federal reporting purposes. The State Department of Education shall ensure that the privacy of all certificated personnel is protected by not releasing statistical data of evaluation rankings in local school districts with fewer than five (5) teachers and by only reporting that information in the aggregate by local school district. ( )

07. Evaluation System Approval. Each school district board of trustees will develop and adopt policies for principal performance evaluation in which criteria and procedures for the evaluation are research based and aligned with state standards. By July 1, 2014 an evaluation plan which incorporates all of the above elements shall be submitted to the State Department of Education for approval. Once approved, subsequent changes made in the evaluation system shall be resubmitted for approval. ( )

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SUBJECT

Council of Chief State School Officers – Recommendations and Multi-State Consortium

APPLICABLE STATUTE, RULE, OR POLICY

Section 33-1254, 33-1258, and 33-114, Idaho Code
IDAPA 08.02.02.100

BACKGROUND/DISCUSSION

With the adoption of more rigorous Common Core standards, it is the responsibility of chief state school officers to keep the promise to our students of a better education. To accomplish this, states must examine and transform how we prepare teachers and principals so that they can provide instruction and organize learning environments to help students reach these heightened expectations. To fulfill this promise, teachers and principals have asked for assistance in implementing a new vision of teaching students and leading schools that will require them to obtain and master new knowledge and skills to improve student achievement and growth. The Council of Chief State School Officers' report, *Our Responsibility, Our Promise*, was written by the Task Force on Educator Preparation and Entry into the Profession. Superintendent Luna was a member of the task force along with other current and former chiefs who are members of the Council of Chief State School Officers (CCSSO) with input from the National Association of State Boards of Education (NASBE) and the National Governors Association (NGA).

The recommendations contained in the CCSSO Report focus on the levers for change that are the responsibility of state education agencies (SEAs) and, where applicable, their partner professional standards boards: licensure; program approval; and data collection, analysis, and reporting. CCSSO pledges to support chief state school officers as they move to implement the state actions recommended in this report. The recommendations are also similar to recently released standards by the Council for Accreditation of Educator Preparation. The attached document shows the intersection of the two group's recommendations as well as the specific areas in which Idaho would like to move forward.

Idaho has already begun addressing many of the recommendations included in the report, and is proposing additional policy for consideration. As part of a multi-state consortium with the support of CCSSO, it is likely that Idaho will be able to meet and exceed many of the recommendations contained in this report. Any change that requires alterations in Administrative Code will be brought forward to the State Board of Education for final approval. The State Department of Education will also continue to provide the State Board of Education with regular updates. By committing to the consortium, Idaho commits to a process to further advance higher standards in teacher preparation.

IMPACT

With the adoption of these more rigorous standards, Idaho will be making a commitment to raise the bar and transform how we prepare teachers and principals so that they can provide instruction and organize learning environments to help students reach the higher expectations that come with the adoption and implementation of the Common Core State Standards.

ATTACHMENTS

Attachment 1 – CCSSO Report: *Our Responsibility, Our Promise: Transforming Educator Preparation and Entry into the Profession* Page 3

Attachment 2 - DRAFT RECOMMENDATIONS FOR THE CAEP BOARD Page 49

Attachment 3 – SBOE- CCSSO RECOMMENDATIONS AND POLICY PROPOSAL FOR TEACHER PREPARATION PROGRAMS Page 87

STAFF COMMENTS AND RECOMMENDATIONS

At the time of agenda production, staff at our public Colleges of Education had not had an opportunity to fully review or provide feedback on strategies proposed by the Department in Attachment 3. Any plan moving forward should be developed in collaboration with the Department staff at the institutions, Board staff, and the Professional Standards Commission.

BOARD ACTION

I move to approve the request by the State Department of Education to join the CCSSO's consortium on Educator Effectiveness.

Moved by __________ Seconded by __________ Carried Yes _____ No _____

Our Responsibility, Our Promise

Transforming Educator Preparation and Entry into the Profession

A Report by the CCSSO Task Force on Educator Preparation and Entry into the Profession

CCSSO
Council of Chief State School Officers

THE COUNCIL OF CHIEF STATE SCHOOL OFFICERS

The Council of Chief State School Officers (CCSSO) is a nonpartisan, nationwide, of public officials who head departments of elementary and secondary education in the states, the District of Columbia, the Department of Defense Education Activity, and five U.S. extra-state jurisdictions. CCSSO provides leadership, advocacy, and technical assistance on major educational issues. The Council seeks member consensus on major educational issues and expresses their views to civic and professional organizations, federal agencies, Congress, and the public.

One Massachusetts Avenue, NW, Suite 700 Washington, DC 20001-1431
Phone (202) 336-7000 Fax (202) 408-8072 www.ccsso.org

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Our Responsibility, Our Promise

EXECUTIVE SUMMARY

To ensure students in the United States receive an education that is the best in the world, and one where they graduate from high school college- and career-ready, chief state school officers and their agencies have raised the bar. States across the country have increased expectations for what our educational system can achieve and what our students can learn by adopting and implementing college- and career-ready standards. One way in which a majority of states have raised expectations is through the adoption of the state-led and developed common core state standards in English language arts and mathematics. Our students are now expected to master rigorous content, think critically and solve problems, and work collaboratively. These standards set higher expectations for our students and articulate the skills they need to thrive personally and professionally.

With the adoption of these more rigorous learning standards, it is the responsibility of chief state school officers to keep the promise to our students of a better education. To accomplish this, we must examine and transform how we prepare teachers and principals so that they can provide instruction and organize learning environments to help students reach these heightened expectations. To fulfill this promise, teachers and principals have asked for assistance in implementing a new vision of teaching students and leading schools that will require them to obtain and master new knowledge and skills to improve student achievement and growth.

This report, *Our Responsibility, Our Promise*, was written by the Task Force on Educator Preparation and Entry into the Profession. The task force is made up of current and former chiefs who are members of the Council of Chief State School Officers (CCSSO) with input from our partners at the National Association of State Boards of Education (NASBE) and the National Governors Association (NGA). This report is a call to action for chiefs and an invitation to our colleagues, especially members of NASBE and NGA who contributed to this report. We ask those in educator preparation and others interested in transforming entry into the education profession for teachers and principals to join us in supporting the implementation of the recommendations contained in this report. While the report attempts to focus on the state policy levers chiefs can activate, it is clear that the work required by these recommendations is not easy and will require the leadership and collaboration of all stakeholders involved in P-20 education.

The focus of the task force is on teacher and principal preparation and entry into professional roles. While an educator's development will span his or her career, the entry point into the profession is the foundation for cultivating the knowledge and skills necessary for effective teaching and leading. Given this belief, the task force has defined learner-ready teachers and school-ready principals and focused on key actions that must be taken by CCSSO's membership in partnership with members of NASBE and NGA to implement the changes now needed.

A learner-ready teacher is one who is ready on day one of his or her career to **model and develop** in students the knowledge and skills they need to succeed today including the ability to think critically and creatively, to apply content to solving real world problems, to be literate across the curriculum, to collaborate and work in teams, and to take ownership of their own continuous learning. More specifically, learner-ready teachers have **deep knowledge of their content and how to teach it**; they **understand the differing needs** of their students, **hold them**

to high expectations, and personalize **learning** to ensure each learner is challenged; they **care about, motivate, and actively engage students in learning**; they **collect, interpret, and use student assessment data** to monitor progress and adjust instruction; they systematically **reflect, continuously improve, and collaboratively problem solve**; and they **demonstrate leadership and shared responsibility** for the learning of all students.

A school-ready principal is ready on day one to blend their energy, knowledge, and professional skills to collaborate and motivate others to **transform school learning environments in ways that ensure all students will graduate college and career ready**. With other stakeholders, they craft **the school's vision, mission, and strategic goals** to focus on and support high levels of learning for all students and high expectations for all members of the school community. To help transform schools, they lead others in using **performance outcomes and other data to strategically align people, time, funding, and school processes to continually improve student achievement and growth,** and to **nurture and sustain a positive climate and safe school environment for all stakeholders.** They work with others to **develop, implement, and refine processes to select, induct, support, evaluate, and retain quality personnel** to serve in instructional and support roles. They **nurture and support professional growth in others and appropriately share leadership responsibilities**. Recognizing that schools are an integral part of the community, they **lead and support outreach to students' families and the wider community to respond to community needs** and interests and to integrate community resources into the school.

The recommendations contained in this report focus on the levers for change that are the responsibility of state education agencies (SEAs) and, where applicable, their partner professional standards boards: licensure; program approval; and data collection, analysis, and reporting.

CCSSO pledges to support chief state school officers as they move to implement the state actions recommended in this report. In doing so, we will ensure that teachers and principals entering the system are truly ready to teach and lead. Utilizing the three state levers, chiefs should consider taking the following actions to ensure that teachers and principals entering the profession are prepared for what their profession requires on day one. The members of the task force are calling on the full CCSSO membership to commit to implementing the recommendations and state actions that follow in order to ensure that the education workforce is prepared to have a positive impact on all students' achievement upon entry into the learning environment regardless of where they teach or lead.

Licensure

1. States will revise and enforce their licensure standards for teachers and principals to support the teaching of more demanding content aligned to college- and career-readiness and critical thinking skills to a diverse range of students.
2. States will work together to influence the development of innovative licensure performance assessments that are aligned to the revised licensure standards and include multiple measures of educators' ability to perform, including the potential to impact student achievement and growth.
3. States will create multi-tiered licensure systems aligned to a coherent developmental continuum that reflects new performance expectations for educators and their implementation in the learning environment and to assessments that are linked to evidence of student achievement and growth.
4. States will reform current state licensure systems so they are more efficient, have true reciprocity across states, and so that their credentialing structures support effective teaching and leading toward student college- and career-readiness.

Program Approval

5. States will hold preparation programs accountable by exercising the state's authority to determine which programs should operate and recommend candidates for licensure in the state, including establishing a clear and fair performance rating system to guide continuous improvement. States will act to close programs that continually receive the lowest rating and will provide incentives for programs whose ratings indicate exemplary performance.
6. States will adopt and implement rigorous program approval standards to assure that educator preparation programs recruit candidates based on supply and demand data, have highly selective admissions and exit criteria including mastery of content, provide high quality clinical practice throughout a candidate's preparation that includes experiences with the responsibilities of a school year from beginning to end, and that produce quality candidates capable of positively impacting student achievement.
7. States will require alignment of preparation content standards standards to PK-12 college- and career-ready standards for all licensure areas.
8. States will provide feedback, data, support, and resources to preparation programs to assist them with continuous improvement and to act on any program approval or national accreditation recommendations.

Data Collection, Analysis, and Reporting

9. States will develop and support state-level governance structures to guide confidential and secure data collection, analysis, and reporting of PK-20 data and how it informs educator preparation programs, hiring practices, and professional learning. Using stakeholder input, states will address and take appropriate action, individually and collectively, on the need for unique educator identifiers, links to non-traditional preparation providers, and the sharing of candidate data among organizations and across states.
10. States will use data collection, analysis, and reporting of multiple measures for continuous improvement and accountability of preparation programs.

OUR RESPONSIBILITY, OUR PROMISE:
Transforming Educator Preparation and Entry into the Education Profession

PURPOSE

The Task Force on Transforming Educator Preparation and Entry into the Education Profession, formed by the Council of Chief State School Officers (CCSSO), is pleased to release the following recommendations and state actions for transforming educator (teacher and principal) preparation and entry into the education profession. Current and former chief state school officers along with representatives from the National Association of State Boards of Education (NASBE) and the National Governors Association (NGA) came together to address the need for a coherent and comprehensive system of entry into the education profession that ensures learner-ready teachers and school-ready principals who can prepare students to be college- and career-ready. This report, written by chiefs for chiefs, identifies areas of critical action chiefs and state education agencies (SEAs) and, where applicable, their partner professional standards boards and NASBE and NGA, can take with respect to licensure; program approval; and data collection, analysis, and reporting.

The spotlight has shifted to the education workforce now that states are in the process of implementing college- and career-ready standards for students. As teachers and principals become increasingly aware of these new standards that states have recently adopted, they have expressed concern that they and educators entering the profession are not yet prepared to lead students in attaining these higher standards. To address their concern, this task force is issuing this report to all chief state school officers to sound a clarion that current policies and practices for entry into the education profession are not sufficient to respond to this new challenge and will not lead to our desired outcomes for students. While the focus of this report is on new teachers and principals, future reports will address the need for additional preparation of veteran teachers and principals.

Through this report we are asking our fellow chiefs to collectively take action to address these issues. We believe chiefs will rise to the occasion because as state education leaders, they are committed to making the policy changes needed to ensure we have the teachers and principals who can implement our desired reforms in education. Recommendations that SEAs may consider implementing are outlined in the State Policy Levers section of this report.

Our Responsibility, Our Promise

Since student achievement and growth are the states' responsibility, the chiefs have already identified the knowledge and skills in mathematics and English language arts that all high school graduates need to be successful

Assumptions

1. Preparation programs include nonprofit organizations, programs offered by local education agencies (LEAs) and institutions of higher education, programs that are online and/or face-to-face, and any other entity or means that prepare teachers and leaders for employment in the education profession.
2. We expect that all newly prepared and licensed teachers are "learner-ready" and principals are "school-ready" regardless of where and how they are prepared.
3. All programs should meet the same standards for outcomes based on demonstrated performance of the teachers and leaders they prepare.

Learner-Ready Teachers

On day one of their careers, teachers should be able to model and develop in students the knowledge and skills they need to succeed today including the ability to think critically and creatively, to apply content to solving real world problems, to be literate across the curriculum, to collaborate and work in teams, and to take ownership of their own continuous learning. More specifically, learner-ready teachers have deep knowledge of their content and how to teach it; they understand the differing needs of their students, hold them to high expectations, and personalize learning to ensure each learner is challenged; they care about, motivate, and actively engage students in learning; they collect, interpret, and use student assessment data to monitor progress and adjust instruction; they systematically reflect, continuously improve, and collaboratively problem solve; and they demonstrate leadership and shared responsibility for the learning of all students.

–2011 InTASC Standards

in college, careers, and in the communities where they live. Setting high expectations for students requires change in the delivery of instruction by an education workforce who must make learning relevant and engaging. The key to our success is having teachers and principals equipped with the content and pedagogical knowledge and skills to improve student achievement, growth, and outcomes in the timeframe that is needed. Tying knowledge and skills that students acquire to their future endeavors requires mastering content, learning to think critically and solve problems, and learning to collaborate and work in teams. The mandate we have to prepare our students for life in the 21st century and beyond requires an education workforce who can deliver on the promise of graduating all students ready for college and careers.

A New Vision for Teaching and Leading Schools

Many Americans are facing situations in which their children and grandchildren will be less prosperous than they are unless we find a way to engage students in their own learning and assist them in attaining high levels of knowledge and skills. Many parents are perplexed about what advice to give their children about preparing for the future because what worked for them in pursuit of a career is often no longer sufficient. The job market is rapidly changing. Jobs that exist today may not exist tomorrow. Many of the jobs of tomorrow can't yet be imagined.

While it is hard to predict what the world will be like when young people now entering kindergarten begin their careers, we know we must prepare students for a lifetime of learning. While family and poverty deeply affect student performance, an effective teacher has even greater impact on student achievement and growth. The challenges described above require new skills for teachers and principals and a deep understanding of content so they can provide guidance to students as they inquire about new concepts, processes, and material. The challenges also require a dramatically different type of preparation for teachers who are expected to enter the classroom on day one ready to assume the responsibility for their students' learning. These challenges also require a dramatically different type of preparation for school leaders who must make the transition from management to leadership with their primary responsibility being to motivate students and teachers and create a supportive environment where active learning takes place.

Teachers must be prepared to provide students with the tools that will be useful over time and durable no matter what changes occur. Knowing how to prepare students for a lifetime of learning and the ability to diagnose why students are not learning are essential skills that teachers must have. In fact, the knowledge and skills required of today's teachers are so extensive that it makes the creation of teams of teachers more necessary. It also reinforces the need for shared leadership and restructuring of the school day to ensure that all students are engaged in learning.

Continuum of Development for Teachers and Principals

While professionals become more proficient in their work as they move through their careers, there are fundamental elements of knowledge and critical skills that need to be in place when both teachers and principals begin their careers. Preparation and entry into the profession compose the first phase of a continuum of development for teachers and principals and are the foundation on which a teacher or principal builds his or her career. The quality of preparation often determines the success a teacher has in the classroom or a principal has leading a school, especially in the first few years in their respective roles. Clearly, educators need an appropriate induction into the profession and mentoring by experienced effective educators who have demonstrated success in achieving student outcomes and in leading teachers and students. They also need ongoing professional learning, collaboration with colleagues, and feedback on their performance. Those topics will be the focus of future reports issued by CCSSO. The focus of this report is on preparation and entry of teachers and principals into the education profession and leadership positions.

Instructional Leadership

Managing schools using low-risk strategies that perpetuate the educational status quo is no longer acceptable if all students are to attain higher levels of learning and graduate from high school ready to enter college and/or begin their careers. We need school principals who serve as leaders with the integrity, talent, knowledge, and skill to lead along new pathways that transform and increase the capacities of schools to provide high quality instruction and caring support to all students. While all school personnel can, and should, engage in leadership activities, principals are the essential catalyst for engaging others in designing, implementing, supporting, and refining school processes that lead to improved outcomes for students and transformational instructional practice for teachers.

The leadership responsibilities of a school principal are daunting and must be taken on in collaboration with others. These school leaders are expected to lead with a vision of high expectations for students and staff alike. They are expected to be collaborators; acquire resources; efficiently manage school facilities and resources; positively engage parents and other community members; lead the analysis of data; shape curriculum; and evaluate school personnel and provide them with actionable feedback. Additionally, they are expected to work with students, staff, and families to establish a strong, safe, tolerant, school culture and climate. Principals must serve as transformational change agents able to apply their leadership knowledge to their specific schools and communities while building the leadership capacities of others. Effective school leaders combine these roles in synergistic ways that motivate and inspire others to continually improve outcomes for students.

With the importance and wide-ranging nature of these many responsibilities, it is easy to understand why school leadership ranks second only behind

School-Ready Principals

On day one, principals should be able to blend their energy, knowledge, and professional skills to collaborate with, and motivate others to **transform school learning environments in ways that ensure all students will graduate college and career ready**. With other stakeholders, they craft **the school's vision, mission, and strategic goals** to focus on and support high levels of learning for all students and high expectations for all members of the school community. To help transform schools, they lead others in using **performance outcomes and other data to strategically align people, time, funding, and school processes to continually improve student achievement and growth** and to **nurture and sustain a positive climate and safe school environment for all stakeholders.** They work with others to **develop, implement and refine processes to select, induct, support, evaluate, and retain quality personnel** to serve in instructional and support roles. They **nurture and support professional growth in others and appropriately share leadership responsibilities**. Recognizing that schools are an integral part of the community, they **lead and support outreach to students' families and the wider community to respond to community needs** and interests and to integrate community resources into the school.

instruction as a critical factor in student achievement and growth. It is also easy to understand why recruiting, preparing, supporting, and retaining talented individuals to effectively lead as school principals is imperative if our country is to attain the high levels of student achievement and growth to which we aspire.

State Levers for Change

After a review of the current policy environment and best practice, three levers for change have been identified that are the responsibility of the states. This report attempts to avoid being prescriptive about how changes in preparation programs should be made. Instead, definitions that articulate the expectations of learner-ready teachers and school-ready principals have been created and recommendations made that identify state actions that can help shape policies on licensure, program approval, and the use of student outcomes and other beginning teacher and leader performance data in the continuous improvement and evaluation of preparation programs. This report and its recommendations for state actions are meant for all entities that prepare teachers and principals — nonprofit organizations, programs offered by local education agencies (LEAs) and institutions of higher education, programs that are online and/or face-to-face, and any other entity or means that prepare teachers and leaders for employment in the education profession. These preparation providers are in the best position to develop their own capacity for meeting the needs schools, districts, and states have for improving student achievement and growth. They are also most qualified to develop the innovative practices that prepare principals to be school-ready and teachers to enter the learning environment ready for the students they serve no matter their zip code or impediments that may exist.

Background

In 2011, many states were still in the early stages of implementing college- and career-ready student standards. These standards reflect a growing consensus about what students should know and be able to do in a dynamic world where our students are persistently compared to and compete against students across the United States, and from other countries that have their own common standards and high levels of student achievement. As states progressed with their implementation, a growing concern arose among principals that they were not prepared to support teachers in achieving higher levels of effective practice. And there was also concern by teachers that they were not prepared for teaching to the rigor of higher standards and did not possess the strategies and approaches necessary for successful implementation of college- and career-ready standards.

We applaud the willingness of educators to seek assistance in implementing college- and career-ready standards and to signal their concern for those teachers and principals entering the profession. Individually, teachers and leaders are not responsible for inadequate preparation or the lack of understanding of the changes that are required to improve student achievement and growth. Components of the education system such as standards have changed without proper attention to and adjustment of other aspects of the system — namely the support to help teachers and leaders in continuous improvement. In the current education workforce, when teachers and principals are provided with the opportunity to learn the standards, realize the implications they have on their practice, discuss and learn from others in improvement communities or communities of practice, and receive feedback on actual classroom practice, the chances are much greater that they will be able to meet the rigor of the higher standards and achieve the results that are part of the mandate for more in-depth student achievement and growth. While teachers and leaders must develop additional knowledge and skills, it is essential that the system change to provide for knowledge acquisition in content and skills, to support teachers as they change their teaching practice, and to provide feedback on what is effective and what is not.

With the new college- and career-ready standards for students in hand, CCSSO established a committee to revise practice standards for teachers to reflect the knowledge, skills, and dispositions they need to successfully implement college- and career- ready standards. Instructional leadership is key to the success of student attainment of increased knowledge and skills. The revised Interstate Teacher Assessment and Support Consortium (InTASC) *Model Core Teaching Standards* were released in April 2011 and laid the foundation for a new vision of teaching. These standards are currently being used by SEAs and where applicable, their partner professional standards boards to create systems for effective teachers, with preparation programs as major components of their curriculum; additionally, the *ed*TPA, a performance assessment process being piloted in teacher preparation programs in 24 states, is aligned with the InTASC standards. The Interstate School Leaders Licensure Consortium (ISLLC) *Educational Leadership Policy Standards* were revised in 2008 and plans are underway by the National Policy Board on Educational Administration (NPBEA) to revise the standards in light of recent reforms.

Soon after being elected as president of the Council of Chief State School Officers (CCSSO) in November 2011, Tom Luna, State Superintendent of Public Instruction in the State of Idaho, convened a task force to ensure that school districts across the country have access to teachers prepared to assist all students in graduating from high school college- and career-ready. Our Task Force on Educator Preparation and Entry into the Profession is composed of seven current chief state school officers and three former chiefs, several of whom have had experience as leaders in both PK-12 and educator preparation. Members of NASBE and NGA also contributed to the task force discussions and recommendations. (A full list of the task force members can be found in Appendix A.)

The task force had four formal meetings and a range of other interactions in the course of our study. We were advised by an Expert Advisory Group with a range of expertise and perspectives on what knowledge, skills, and dispositions teachers and leaders should have in order to be licensed to teach and lead; on the components for which educator preparation programs should be held accountable; and on what and how data should be used by educator preparation programs for continuous improvement and evaluation. A full list of the advisory group can be found in Appendix A. We also held a working meeting on educator preparation for members of CCSSO's State Consortium on Education Effectiveness (SCEE) who provided feedback on this report. The state teams were composed of SEA teacher and leader staff, educator preparation faculty, and state teachers of the year.

Many reports on educator preparation reform have preceded this report (e.g., *A Nation Prepared: Teachers for the 21st Century* [Carnegie Task Force on Teaching as a Profession, 1986]; *Tomorrow's Schools of Education* [Holmes Group, Inc., 1995]; the 19 postulates of *Teachers for our Nation's Schools* [Goodlad, 1990]) and made recommendations on some measures that have led to change in the way teachers and leaders are prepared. But despite the huge number of changes that have occurred in society, we continue to prepare teachers much the same way veteran educators were prepared. And, we continue to teach much the same way we were taught. Despite research and promising practices, we have failed to implement changes in preparation that are systemic and universal, and produce the desired results in student achievement necessary for success in college and careers.

We realize that recommendations that have been made in previous reports have had a marginal impact on transforming the preparation of teachers and principals or failed to accomplish their intent for a number of reasons. It is our belief that the outcome will be different due to a number of related considerations:

1. The Task Force focused on areas where chiefs have responsibility. While involving key stakeholders in implementing these recommendations will be critical, the recommendations focus on what chiefs and their agencies and partners have authority to exercise.

2. The Task Force sought and received feedback and buy-in from the CCSSO membership. CCSSO also intends to seek and receive commitments from chiefs to proceed with advancing the recommendations and then fully support our members in acting on such recommendations.

3. The Task Force gathered input from our partners at NASBE and NGA and other external stakeholder groups. CCSSO also used an expert panel to help craft and enhance the recommendations.

4. The number of states adopting the common core state standards and other college- and career-ready standards requires a fundamental shift in how educators are prepared to meet new student expectations. The stakes have never been higher with the increased expectations for student achievement and growth and the competition we have from around the globe.

5. There are a multitude of deadlines and reforms that are to be implemented in states which will impact and influence the conversation about what we should expect of educators throughout their careers, including those entering the profession.

6. Other organizations are also focusing on reforming educator preparation and entry into the profession. While this report might differ in approaches for transforming preparation and entry, it seems like there is common agreement on state policy levers that will garner the necessary transformation—licensure, program approval, and data collection, analysis, and reporting.

While this report is written with chiefs in mind, it is also an open invitation to our partners and colleagues in educator preparation and others who have a stake in transforming entry into the education profession for teachers and principals by supporting the implementation of the recommendations contained in this report. This work is difficult and will require additional or reallocated resources to take the actions recommended in this report and the leadership and collaboration of all stakeholders involved in P-20 education. If we put aside our turf protection, find ways to collaborate effectively, and focus on what we must do for students to make good on our promise, this time we can be successful.

EDUCATOR PREPARATION

As candidates enter educator preparation programs to prepare for a career in teaching or leading schools, they should begin a journey of continuous improvement during which the sophistication of their skills and strategies, application of their knowledge of content and student cognitive development, use of data to drive instruction, and knowledge of their communities grow over time. As self-contained classrooms are replaced with teams of teachers and anywhere, anytime learning, teachers will have even greater need for collaboration, communication, and problem-solving skills to keep pace with rapidly changing learning environments and new technologies. There is also a need for shared leadership where teachers take on more leadership roles and assist with the tasks of leading and operating a school. A teacher or principal's professional growth increases with feedback, mentoring, collegial sharing, and other forms of support and development.

Variation in Policy and Practice

One of the lessons we have learned from studies of educator preparation programs is that there is tremendous variability among programs. The readiness of candidates to enter classrooms and schools varies from program to program across states, within states, and even within preparation providers. In other words, within the same institution or organization, candidates from some licensure areas are much better prepared than candidates in other licensure areas. For a variety of reasons, the range of program quality is wide. The varieties of routes and programs through which teachers enter classrooms and principals enter schools have different requirements for coursework and clinical practice and set different standards for quality. For example, while candidates in some programs receive extensive preparation in methods for teaching their subject areas and for reaching diverse students effectively, others receive only an overview of different types of student disabilities and a session or two of general ideas for teaching English language learners and students with disabilities.

The licensure requirements for teaching and leading vary from state to state. One of the most striking disparities in initial licensure requirements is in the passing score on licensure tests such as Praxis II exams. States with the highest score requirements tend to have a cut score 20-30 points (on a 100-point scale) above the states with the least-demanding scores. This spread is significant. For example, for the mathematics Praxis II exam, it separates the 25th percentile of takers nationwide from the 75th percentile — meaning that some states require teachers to know their subject matter better than one out of four candidates, while others require knowledge superior to three out of four (ETS, 2012).

All but two states currently use some type of standardized assessment as a requirement for licensure. With their widespread use, these assessments have the potential to serve as an effective means of driving change in educator preparation programs. The assessments, including performance measures, that we put in place to measure a candidate's readiness for the classroom or leadership position are essential to changes needed in the preparation of teachers and principals and should be aligned to a state's college- and career-ready standards. In addition to ensuring that cut scores for licensure tests are set at an appropriate level, a review of the scope and depth of the topics that are addressed on licensing tests and other measures may lead to a work group composed of state education leaders who will promote licensing test enhancements including performance assessments that will determine the readiness of candidates to be learner- or school-ready.

National Institute of Education, Singapore's report, *Teacher Education Model for the 21st Century* (TE21), recommends five improvements for preparation programs

1. Curriculum—The curriculum should be composed of a coherent collection of courses across the program with clear linkages between courses. It should include a concept mind map for the preparation program so that candidates understand how they will acquire the competencies and what is included in their learning journey that will ensure they are effective in the classroom. Singaporeans believe in using introductory courses to develop values, including candidate's social responsibility, responsibility for cultural literacy development, and how to be an active contributor in the community.
2. Pedagogy—Candidates should be taught how to be good designers of learning environments, engage students in their own learning, transfer ownership of learning from teacher to student, become a facilitator and coach, harness enabling powers of technology, promote learning outside of the classroom, and use the "flipped classroom" model where students do "homework" in class.
3. Assessment—Candidates need to know how to use formative and summative assessment to assess 21st century competencies.
4. Theory-practice linkage—Preparation programs should strengthen their relationships with schools and follow graduates to the schools where they teach.
5. Facilities—Preparation programs should create 21st century facilities that are interactive and provide space for group work.

Many principals come to their leadership roles through a personal decision to enroll in preparation programs that were designed to lead them to licensure as school leaders. Few preparation programs make concerted efforts to recruit educators and other personnel who exhibit the potential to become effective school leaders. But not everyone who enrolls in these programs expects to serve as administrators. Some educators enroll in leadership programs because they want to assume school leadership roles in their schools other than administrative roles, and principal preparation programs are usually the only available programs for developing leadership knowledge and skills. Other leadership candidates pursue a degree because compensation structures provide incentives for attaining a higher level of education even if the candidate does not assume a school leadership role. States should consider revising these salary incentives to ensure that we are using our resources to prepare the best principals possible to create learning environments for students to achieve and grow and teachers to implement effective instructional practices.

The recruitment of principals should be considered and purposeful. Principals should be recruited who have demonstrated interest and performance that would predict that they would likely be able to successfully complete the requirements of rigorous preparation and successfully lead schools. School districts need to actively partner with preparation programs in creating a more "selective and probing" process of determining who they will prepare to be the school leaders of the future.

International Lessons Learned about Educator Preparation

In the past few years, CCSSO has assisted chiefs in learning more about education systems in other countries that have taken significant steps to increase student achievement levels. From studies of other countries, chiefs have learned lessons that apply to the education system in the United States. Two of the most notable countries we have learned about — Singapore and Finland — are spotlighted in this report for their efforts to transform educator preparation.

Singapore

Singapore began its transformation of educator preparation by having a comprehensive review at the system level conducted by the National Institute for Education (NIE). As a result of this review, NIE published a report, *Teacher Education Model for the 21st Century* (TE21), which includes a framework that articulates the 21st century competencies that educators must have to be effective. They arrived at these competencies by determining that Singapore needed confident, self-directed, active, and concerned citizens and then identifying the preparation that teachers needed to educate students to acquire these attributes.

Two inspiring components of Singapore's educator preparation system are their desire to do research in order to continue to improve and to associate themselves with other countries who are also studying ways to improve the preparation of teachers. They understand their role as change agents in preparing students for the future.

Singapore's framework includes values, skills, and knowledge that guide teachers in the three key roles they have in a classroom:

1. nurture the child and quality of learning of the child—hence, believe that every child can learn;
2. facilitate learning of content/ subject in a deep way; and
3. work with colleagues to build the profession and have respect for diversity.

Finland

Finland has a nationwide education system that is radically different from our own and is ranked first by the United Nations. The Programme for International Student Assessment (PISA) ranks Finland as one of the top education systems in the world, while the U.S. is ranked as average overall.

One of the keys to Finland's high levels of student achievement is strong and competitive teacher preparation. Admissions to Finnish teacher preparation programs are highly competitive; prospective candidates must earn high marks on their matriculation exams, pass a rigorous entrance exam, and undergo an interview. Only 10 percent of applicants are accepted into educator preparation programs. As part of the teacher preparation program paid for by the Finnish government, prospective teachers earn a BA and MA in their subject and/or pedagogy, completing five years of college-level classes and training. In addition, the students observe master teachers and then prepare lessons and teach in front of a panel of other prospective teachers, professors, and master teachers. Finland's preparation programs haven't always been examples of best practice. The change occurred after the country underwent a complete overhaul of their preparation programs due to a major effort to raise student performance. Programs were closed and reopened as part of research universities where the selectivity we now associate with Finland was implemented.

One of the keys to Finland's success is strong and competitive teacher preparation. Admissions to Finnish teacher preparation programs are highly competitive; prospective candidates must earn high marks on their matriculation exams, pass a rigorous entrance exam, and undergo an interview.

Most analysts observe that excellent teachers have played a critical role in Finland's success in improving student achievement. Among Finland's successful practices for preparing teachers that we can emulate is the development of rigorous, research-based teacher education programs that prepare teachers in content, pedagogy, and educational theory, as well as the capacity to do their own research, and that includes fieldwork mentored by expert veterans.

Finnish teachers' capacity to teach in classrooms and work collaboratively in professional communities has been systematically built through academic teacher education. Teachers' strong competence and preparedness create the prerequisite for the professional autonomy that makes teaching a valued career. Because teaching is a desirable career in Finland, teacher preparation programs can afford to be both selective and demanding.

Teachers in Finland spend at least 10 hours each week working collaboratively to plan and develop curriculum as a team, working together on research and professional development planning, and working on teams with administrators to discuss curriculum, textbooks, assessments, professional growth, and budgeting. Finnish teachers spend over 100 hours more per year teaching than the Organisation for Economic Co-operation and Development average. This allows more time for supporting students with learning difficulties and for collaboration.

High Quality Preparation Systems

In addition to the examples of best practice in other countries, there are also examples of best practice in preparation programs throughout this country. High quality preparation programs have several characteristics that make a difference in the candidates that they produce for the teaching profession. They are designed such that school districts have a significant role in the design and implementation of the program, the selection of candidates for clinical placements in their schools, and the assessment of candidate performance and progress. These partnerships are critical to the success of preparation programs, and preparation programs should be held accountable for how well they address the needs of schools and help improve PK-12 student achievement and growth.

> Alverno College set up promotional gates within its teacher preparation programs that enable students to advance in the program from theory and subject-matter preparation to clinical training only after they meet rigorous criteria, enabling the program to be open to a broader range of students and to advance students who demonstrate high performance.
>
> –NCATE, 2010

For many years, educational administration and teacher preparation programs have been criticized for their lack of selectivity, irrelevance of coursework to the demands of the job, and inadequate connections between universities and school sites. More recently, states have been taking significant action to change the standards and requirements for approval of preparation programs, based on research that has identified the key factors in strong teacher and leadership preparation and models for supporting teachers and school leaders during their initial years on the job and throughout their careers.

Highly Selective Criteria for Program Entry and Exit

Not only do high quality preparation systems have selective criteria in choosing candidates for entry into their preparation programs, these preparers of teachers also have transparent and rigorous criteria for program completion. These programs understand that it is no longer sufficient for candidates to complete a series of courses without knowing what skills and knowledge a candidate has acquired and if they can apply them in classroom settings and other learning environments. High quality preparation systems have begun using performance assessments and other authentic assessments to determine the readiness of their candidates for licensure and employment in a learning environment. These assessments, as well as other well thought out criteria, are the basis for recommendations from preparation programs of their candidates for state licensure.

Supply and Demand

In addition to having highly selective criteria for program entry, admission to preparation programs should be based on the needs that districts and states have for teachers. Science and math teachers, as well as teachers of students with disabilities, have been in short supply for as long as we have been tracking shortages. On the other hand, we consistently have an oversupply of elementary teachers who have a difficult time finding a teaching job. Teachers who have technological skills to teach in online learning environments are in short supply. As more and more instruction will be provided in online and blended (face-to-face and online) environments, teachers must be equipped with the skills to be successful in these environments.

Candidates should be made aware of the supply and demand findings in their state and the country before they enroll in preparation programs. Preparation programs should also be provided with incentives for preparing teachers in shortage areas and in underrepresented populations in the education workforce. States may want to consider capping the enrollment of candidates in licensure area programs where there is an oversupply of teachers (e.g., elementary). We recommend that scholarships and loan forgiveness be based on shortage areas and focused on those who agree to teach in and serve as a principal in hard-to-staff schools.

Assessment Literacy

Just as educator preparation programs must use data to do a better job of preparing candidates and to make changes to their curriculum, assessments, and clinical practice, teachers must also know how to use data to drive instruction. In this era of increased school accountability, high quality educator preparation programs must prepare candidates to "use data from a variety of assessments as well as information on student attendance, student engagement, demographics, and school climate in order to develop or adjust instruction" (NCTQ, 2012). In fact, teacher candidates should not only learn the types of assessments that demonstrate student growth and achievement, but also how to create formative and summative assessments that align to content standards. Preparation faculty and mentor teachers should routinely model appropriate uses of assessment and how to analyze student learning to plan instruction to increase student achievement and growth.

Assessment Literacy

Three domains of knowledge needed by teacher candidates in the area of assessment preparation:

1. Assessment Literacy: How to measure student performance using assessments
2. Analytical Skills: How to analyze student performance data from such assessment
3. Instructional Decision Making: How to use student performance data from assessments to plan instruction

–NCTQ, 2012

Clinically-Based Preparation Approaches

Prospective teachers must be prepared to become practitioners who know how to use the knowledge of their profession to advance student achievement and growth and build their professional knowledge through practice. Practice must be placed at the center of teaching preparation.

High quality preparation systems use clinically-based approaches and have relevant and well-planned clinical experiences throughout the preparation of candidates. Currently, most state policies require a specific number of days or weeks that candidates must participate in clinical practice prior to program completion. Clinical practice includes what has traditionally been called student teaching as well as practica usually associated with methods classes. However, the amount of time spent in clinical experiences is not the key to ensuring that a candidate receives the hands-on experience they need to prepare for their own classroom. What is important is the nature and quality of the candidate's experiences during their clinical practice. If the candidates are observing teaching, they should have specific things to look for and a framework for making sense of the complexity of what they see. As much as possible, clinical experiences should simulate the actual practice of teaching that candidates will encounter in their first job. In fact, candidates should be prepared to be able to open a classroom at the beginning of the school year and close a classroom at the end of a year as well as the events and learning progression that takes place during the school year.

> Maryland and the state of Washington have taken steps to describe what high quality clinical practice should look like and how programs should be held accountable.

Laboratory experiences are also important in the preparation of teaching candidates. Prospective teachers can learn through online and video demonstrations, analyzing case studies representing both exemplary practice and common dilemmas, and participating in peer and micro-teaching (NCATE, 2010).

Diverse clinical settings are also important to help candidates prepare to teach no matter where they accept a teaching job. Working with students with disabilities and in schools facing high-needs and low-performance are challenging, but teachers should not face these challenges for the first time in their first teaching job. Programs for preparing educators to serve English language learners and students with disabilities need particular attention. Educators need to develop strong cultural competency and be prepared to teach every student to higher standards.

A number of preparation programs are moving to residency programs where candidates have an extended opportunity to practice their craft with students under the close guidance of an experienced and effective PK-12 teacher who is licensed in the area that the candidate is preparing to teach. These extended residencies also include supervision and mentoring by a representative of the preparation program who, along with the PK-12 teacher, ensures the candidate is ready for program completion and recommendation for licensure. Research on professional development schools and urban teacher residencies indicates new teachers prepared in these intensive clinically-based programs have greater teacher efficacy and higher retention rates. There are also models for clinical practice where the candidate has a more traditional student teaching experience for the first part of the clinical practice and then becomes the teacher of record for the

> **Urban Teacher Residency United (UTRU)**
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> Urban Teacher Residency United is an example of a nonprofit organization that supports the development of residency programs that select a diverse group of talented college graduates, career changers, and community members for preparation through a residency program. During the residency year, teacher candidates participate in a unique synthesis of theory and practice, combining a yearlong classroom apprenticeship with a carefully aligned sequence of master's-level coursework. The UTRU completers often outperform and are rated more effective than their peers. For more information, please visit www.utrunited.org.

remainder of the experience. For the most part, these types of more in-depth clinical experiences have produced better-prepared candidates and have also resulted in changes to the preparation programs after observing firsthand the gaps in their candidates' performance.

No matter what model is used for preparing teacher candidates for the classroom, preparation programs should develop a screening process for identifying PK-12 clinical teachers who positively impact student growth and achievement and demonstrate effective instructional practices. Preparation programs should train all PK-12 teachers who will serve as mentors in clinical practice, whether or not states require this type of training. States should consider requiring the training of mentors as part of the program approval process. Additionally, the funding structure for clinical preparation needs to be changed and the roles of clinical faculty (preparation program faculty and PK-12 teachers) should be clearly defined between the roles of clinical faculty hired by the preparation program and those hired by the PK-12 learning environment. First, clinical faculty who are employed by the preparation program should have their role legitimized and should be rewarded accordingly. As long as clinical practice is relegated to faculty who are not part of the decision-making process within the preparation program, the program cannot adequately address needed changes in program requirements. At the same time, funding for clinical practice is heavily skewed toward the preparation program with little or no funding going to the school in which the candidate is placed, nor any compensation to the teacher who is expected to mentor and coach the candidate on a daily basis. Just as clinical faculty members are paid for their roles as supervisors and mentors, PK-12 teachers should be compensated for their role as model, coach, and evaluator. If schools and PK-12 teachers receive the financial support needed to carry out the important role of assisting with the preparation of candidates for teaching positions, schools are more likely to accept placements and mentor teachers will have more accountability for carrying out required tasks. If there is going to be a true partnership between educator preparation programs and PK-12 schools, the PK-12 teachers who assume the responsibility of helping candidates apply what they have learned in ways that help real students learn must be treated as an equal partner. This partnership may also lead to a cadre of teacher candidates available for employment in the school that helped prepare them.

> Tennessee and Florida have implemented policies that require that candidates are placed in clinical practice only with effective teachers.

STATE POLICY LEVERS

States have three key policy levers — licensure; program approval; and data collection, analysis, and reporting — they can use to drive development of these new entry systems into the education profession. States must oversee construction of a data feedback infrastructure that will be essential to implementation of the new entry systems. Listed below are specific actions we will ask states to commit to take in each of the three leverage areas.

Recommendations for Licensure

Initial licensure requirements can be a key driver of what an entry system will look like for teachers and leaders. Before states can address reforming teacher and leader licensure systems in this country, however, they must first ask themselves, "What do we want licensure to do?" Historically, state licensure followed a "Do No Harm" policy and set minimum qualifications for educators before they were allowed to practice in a classroom or school. That is what the current system is designed to do and why we have basic skills tests, and tests of content and pedagogical knowledge. Today, however, we are asking licensure assessments to do more, to ensure a certain standard of educator quality and to be based on indicators correlated with readiness to enter a classroom or a school so we can make better-informed decisions of who gets into the profession. Current reform efforts are focused on these new expectations of performance — Can the candidate actually do the job? — and higher standards of rigor — Are educators effective?

Specific actions that states should take include

1. **States will revise and enforce their licensure standards for teachers and principals to support the teaching of more demanding content aligned to college- and career-readiness and critical thinking skills to a diverse range of students.**

Licensure requirements should embed and leverage the new vision of teaching and leading necessary to move all students to college- and career-readiness. This new vision includes not only the new content included in the common core state standards (CCSS), but also changes in pedagogy (such as cross- or inter-disciplinary perspectives; teaming and collaborative problem solving; assessment literacy to define, collect, and interpret data; and understanding individual learners in ways that education can be personalized), as well as changes in leadership strategies to support this new pedagogy. This means the new student achievement and growth expectations (e.g., CCSS) must be fused with the state's performance expectations of both teachers (e.g., *InTASC Model Core Teaching Standards*) and leaders (e.g., *ISLLC School Leader Standards)* into one conceptual framework for how we must deliver education differently.

Adopting new common definitions for learner-ready teachers and school-ready principals is a first step in building coherent entry systems both within and across states. The next step is to translate those definitions into specific expectations and embed them into standards that will drive development of licensure assessments and preparation program curriculum.

2. **States will work together to influence the development of innovative licensure performance assessments that are aligned to the revised licensure standards and include multiple measures of educators' ability to perform, including the potential to impact student achievement and growth.**

Consensus has been growing that we need to move away from a focus on input measures that serve as a proxy for candidates' knowledge and skill (e.g., courses taken and GPA) to authentic evidence of their ability to perform. Performance assessments vary, but include real-time observation models and/or evidence from authentic artifacts of teaching, which might include teacher and student work samples, unit or lesson planning and implementation, case studies of students, video of actual teaching, analysis of student assessment results, and reflection on the teaching.

The focus on demonstrating performance for the initial license is beginning to show promise through the *ed*TPA (formerly the Teacher Performance Assessment Consortium or TPAC) in which

> The *ed*TPA (formerly the Teacher Performance Assessment Consortium or TPAC) is a new pre-service performance assessment that was field tested in 24 states plus the District of Columbia and 160 preparation programs.

24 states plus the District of Columbia and 160 preparation programs participated in a field study of a new assessment to measure a candidate's ability to perform to standards before completing the program and/or receiving a recommendation for licensure. The assessment is completed during the candidate's student teaching experience and generates data that can be fed back to the candidate and the program for improvement purposes. The assessment also serves state policy in that it builds capacity of preparation program faculty members by providing them with opportunities for professional growth as they reflect on the impact of their curriculum on their candidates' performances. (See Note 3 at the end of this report.) Challenges for states in implementing new performance assessment systems and in evaluating preparation programs generally are staff and resource capacity to conduct the reviews and how much of those costs should be shared by preparation providers, states, and candidates.

As part of the evidence of a candidate's ability to perform, states will need evidence of a candidate's content knowledge, content-specific pedagogical knowledge, and general pedagogical strategies. This is the foundational content for the new vision of teaching and leading that must be incorporated into a reformed licensure system. To model this new vision, states should leverage development of innovative assessments that might include interactive video scenarios or simulations to which candidates react in real time (to a student achievement and growth challenge, to a collaborative problem solving task, to a professional learning opportunity) and which capture the critical thinking skills that the Measures of Effective Teaching (MET) study and other studies show are insufficiently addressed in today's learning environments. These kinds of assessments could be part of the preparation program curriculum or stand-alone licensure tests. They would be one element in a set of multiple measures that could be administered at appropriate times during preparation or a residency period before receiving a license. States should specify the performance data and criteria upon which recommendations for licensure are made or require that preparation providers be transparent about and outline the performance data and criteria upon which they are relying to make recommendations for licensure of individual candidates.

An emerging trend in states is making evidence of student achievement and growth one key aspect of license renewal. If licensure systems are to measure what we value, then evidence of student achievement and growth must be included in the licensure process. This is a challenge for initial licensure because educators who are new to the classroom have a limited track record with students from which to pull evidence. We need to identify indicators beyond student test scores, including high leverage educator qualities (e.g., verbal skills, content knowledge) that are predictive of improved student achievement and growth, and focus on those to inform licensure in the early part of the candidate's career.

One key action that CCSSO can take as a first step is to convene states to identify and share lessons learned across states from implementation of existing pre-service performance assessments including *ed*TPA, Performance Assessment of California Teachers (PACT), California TPA, and other valid and reliable assessments regarding their potential use in making licensure decisions.

3. **States will create multi-tiered licensure systems aligned to a coherent developmental continuum that reflects new performance expectations for educators and their implementation in the learning environment and to assessments that are linked to evidence of student growth.**

As states design requirements for initial licensure, they should be looking to build a continuum of licensure expectations and assessments that are coherent and linked to improved student achievement and growth. A number of states are moving toward tiered licensure as they recognize that licensure can be a lever to promote educator development, advancement, and retention, and work hand-in-hand with policies on compensation, career ladders, and ongoing professional learning. It is also a way for states to ensure that candidates implement what they have learned through courses and other activities for licensure renewal. According to the National Association of State Directors of Teacher Education and Certification (NASDTEC KnowledgeBase, 2012), roughly 10 states use a single certificate, about 21 use a two-tier system consisting of an initial and a professional license, and about 17 states use three or more tiers. An advantage of multiple tiers is it creates a structure of incentives for educators to develop and improve their performance along with increased professional opportunities and compensation. It also provides an accountability system for determining which teachers or principals advance in the system.

States should also leverage the relationships between preparation providers and the districts in which their candidates are placed (either for clinical practice, residencies, or employment) so there is follow through into the early induction years and a culture of collegial coaching carries over from preparation into early practice. The state's interest is in seeing initial licensure candidates supported and further developed so they reach the professional licensure stage with limited attrition. This opportunity to learn and scaffold the development of early educators should be transparent and resourced, and should be a shared responsibility among preparation providers, districts, and states.

> Ohio House Bill 1 created a new 4-tier licensure structure that took effect in January 2011. The first tier is a 4-year nonrenewable Resident Educator License followed by a Professional Educator, a Senior Professional Educator, and a Lead Professional Educator License, all being 5 year renewable licenses. The structure is aligned to the Ohio Standards for the Teaching Profession and the Ohio Continuum of Teacher Development. See http://www.ode.state.oh.us.

The *InTASC Draft Learning Progressions for Teachers*, currently being developed by CCSSO and aligned to the *InTASC Model Core Teaching Standards*, will be a useful tool to help states in crafting a tiered system of licensure, supports, assessments, and advancement opportunities for teachers. They will help states see how teaching practice develops over time and what more sophisticated practice looks like at different developmental levels. Specifically, the progressions can inform preparation program curriculum development and scaffolding of preparation experiences during clinical practice; a bridging plan for continued growth from pre-service into induction; ongoing professional growth plans linked to evaluation systems at the district level; and requirements for initial and tiered licensure levels.

4. **States will reform current state licensure systems so they are more efficient, have true reciprocity across states, and so that their credentialing structures support effective teaching and leading toward student college- and career-readiness.**

Our current licensure systems are antiquated and have lost credibility with the public. They should be revised to ensure they align with new performance expectations and realities. Any new licensure system must take into account the fact that new generations of workers anticipate having multiple careers across their lifetime. Education policy needs to accommodate career changers and create flexibility that allows them to become an education professional without undue burdens. This does not mean sacrificing high standards, but only allowing multiple pathways for entry and multiple ways to demonstrate competence without automatically having to satisfy onerous input requirements. The demonstration of competence again calls for the development of a new generation of performance assessments.

In addition, our system of portability of licenses across states is inefficient and often burdened by too many hurdles and processes. Certainly, states have a vested interest in ensuring the quality of educators coming in from other states and many requirements are in place for good reason. However, if we are to achieve true reciprocity, states need to streamline, simplify, and reach consensus on licensure requirements. As a first step, states need to

- Adopt comparable definitions of learner-ready teachers and school-ready principals so we have some consensus on what it takes to enter the profession

- Develop agreement on the kinds of evidence that will demonstrate performance against the definitions

- Develop common definitions for key preparation components that implicate licensure requirements such as clinical practice, including

    - defining the nature and quality of clinical practice experiences (e.g., co-teaching v. observing; quality and role of school-based clinical faculty; urban or rural experience; experience with students with disabilities or second language learners)

- Develop common guidelines for reciprocity for multiple pathways, including online programs that cross state lines

- Address the issue of widely varying licensure requirements across states, which means teachers and leaders meet very different standards for entry into the profession, for example

    - passing scores on common licensure assessments like the Praxis exams differ 20-30 points (on a 100-point scale) between the least and most-demanding states (ETS, 2012)

    - requirements for content knowledge vary with some states requiring a bachelor's degree in content and others requiring varying levels of coursework (NASDTEC, 2012)

- Examine the implications of the new vision of teaching and leading for changing licensure requirements such as

> Recently, a Maryland teacher who is the wife of a serviceman described how difficult it is for her to get a license in a new state when her husband gets new orders and the family moves. Even with a degree and successful teaching experience, teachers have to obtain a new license in each new state. As a result, some spouses of service men and women have given up on teaching because of the labor-intensive application process and confusing requirements.

- o eliminating broad licenses that cover wide grade spans or multiple content areas to ensure a teacher has deep content knowledge and skills appropriate to a smaller range of student developmental levels. (The tradeoff is that districts will lose flexibility in making staff assignments, which will be a challenge for rural areas especially where one teacher often teaches a range of subjects and students. Blended programs that include virtual and face-to-face instruction may address some of these challenges at the high school level.)
- o adding a requirement that all teachers be able to develop student literacy across the curriculum (a requirement of the CCSS)
- o requiring that all general education teachers have greater knowledge and skill in teaching students with disabilities and English language learners

In addition, states need to shift away from duality of licensure as either traditional or alternative and set one standard for all pathways into the profession. (See Assumptions on page 1.) High quality and consistently applied licensure assessments and requirements can provide an objective and equitable measure of accountability for *all* preparation providers by focusing on the quality of the candidates they produce.

Recommendations for Approving Educator Preparation Programs

Program approval is an evaluation process that determines if a preparation program seeking educator preparation authorization meets state standards defined in statute, state board of education requirements, and SEA policy and guidance. A preparation program may include preparation in one or more licensure areas. Typically, the determination of program approval is carried out in a collaborative effort by the SEA and, where applicable, their partner licensing board, and the state agency that oversees higher education and includes initial approval and reauthorization usually not more than once every five years. Initial approval and reauthorization are required for any entity offering educator preparation programs leading to licensure, including public, private, and out-of-state institutions, LEAs, and nonprofit and for-profit organizations. (See Note 1 at the end of this report.) Currently, in many states, accreditation by the National Council for the Accreditation of Teacher Education (NCATE) or the Teacher Education Accreditation Council (TEAC), the two entities approved by the U.S. Department of Education as accreditors for educator preparation programs, is substituted for state program approval. NCATE and TEAC have merged and will soon begin accrediting educator preparation programs as the Council for the Accreditation of Educator Preparation (CAEP).

To ensure that an educator preparation program continues to meet the requirements set by the state, two stages of program approval are required — initial and reauthorization. Initial program approval in essence is the process that determines whether an entity is eligible to offer an educator preparation program and recommend candidates for licensure in a state. Initial program approval is granted by a state only after a preparation program has demonstrated that it meets the appropriate preconditions and standards. Reauthorization of program approval is accomplished by reviewing evidence submitted by the preparation program that describes how it meets the appropriate program standards and provides the necessary evidence (e.g., performance assessments, description of field experiences, course syllabi, handbooks, data on program graduates, evaluation forms) to support the narrative description. The SEAs and where applicable, their partner professional standards boards should be able to determine at any point if program intervention or assistance is needed. Success of the program approval system is measured by the continuing viability of programs that produce effective educators for a state's students.

Specific actions that states should take include

5. **States will hold preparation programs accountable by exercising the state's authority to determine which programs should operate and recommend candidates for licensure in the state, including establishing a clear and fair performance rating system to guide continuous improvement. States will act to close programs that continually receive the lowest rating and will provide incentives for programs whose ratings indicate exemplary performance.**

A primary purpose of the program approval system is to ensure accountability to the public, PK-12 students, and the education profession that educator preparation programs are producing candidates with the potential to be effective and are responsive to the educational needs of current and future candidates. Only an approved educator preparation program should recommend a candidate for a license to teach or lead in a state. The general public has a compelling interest in program approval decisions, especially consumers of those programs such as potential candidates for teacher and principal positions and parents.

States should address the following issues in their policies for program approval:

a. States must provide a transparent process for selecting and training reviewers who have the expertise and experience to examine submitted evidence and provide feedback for program approvers to use to make decisions.

b. No licensure area program should be allowed to underperform for a prolonged period before it is prohibited from admitting or graduating candidates.

c. All licensure area programs should be held accountable for the performance of their graduates (e.g., during the period teachers hold a probationary license using a sliding scale of responsibility that decreases over time).

d. All licensure area programs should provide knowledge of student and educator standards along with the instructional framework adopted by the state or district, strong content preparation through appropriate coursework, and pedagogical preparation that supports higher order thinking and performance skills for students.

e. Clinical practice in all licensure area programs should begin early and include

   i. Clear and rigorous clinical training expectations that build the link between theory and practice. (See Note 2 at the end of this report.)

ii. More school-based models of preparation, such as residency models; school-university professional development school partnerships for teachers, especially in high-need communities; and residency components for principals.

iii. Collaboration with school-based partners regarding the criteria for selection of school sites, effective clinical personnel, and site-based supervising personnel. These partnerships create stronger programs and learner- and school-ready candidates.

iv. Selection of trained school-based clinical faculty who are knowledgeable and supportive of the academic content standards for students. School-based clinical faculty should be trained in supervision, oriented to the supervisory role, and evaluated and recognized as effective teachers.

f. All preparation programs should make transparent how they will use the results of program approval or national accreditation for continuous program improvement.

g. Accountability results from all licensure area programs should be made available to states that import teachers.

6. States will adopt and implement rigorous program approval standards to assure that educator preparation programs recruit candidates based on supply and demand data, have highly selective admissions and exit criteria including mastery of content, provide high quality clinical practice throughout a candidate's preparation that includes experiences with the responsibilities of a school year from beginning to end, and that produce quality candidates capable of positively impacting student achievement.

In addition to accountability, a second purpose of program approval is to ensure that educator preparation programs are high quality, effective, and provide education and experiences consistent with the knowledge, skills, and dispositions required of an educator serving the needs of the diverse population in today's public schools. In most states, SEAs have statutory responsibility for adopting program approval standards that describe levels of quality it deems acceptable for quality assurance. Standards should require trained reviewers with professional expertise to review program outcomes as well as some inputs to ascertain whether an educator preparation program is characterized by acceptable levels of quality as defined in the standards that will be used to make a recommendation to the board or agency that grants program approval. Program approval decisions should hinge on findings that are evidence-based, educationally significant, and clearly related to quality-oriented standards.

Program approval standards should be written so program providers can meet them in a variety of acceptable ways. There are effective and ineffective forms of educator preparation; program approval should differentiate between them. There are also multiple ways of effectively educating prospective educators; program approval should not favor any of these over the others. Standards should describe levels of quality and effectiveness without stipulating how program providers are to comply.

Explanations of the standards should clarify their meaning without making the standards overly restrictive or prescriptive. The training of program approval reviewers should, moreover, emphasize the importance of understanding diversity and creativity among the variety of program providers while still meeting standards.

States should address the following essential components (this is not an inclusive list) in drafting their program approval standards:

a. admission requirements for entry into an educator preparation program (e.g., admitted candidates should have appropriate experiences and personal characteristics, including sensitivity to diverse populations, effective communication skills, and basic academic skills that suggest a strong potential for professional effectiveness);

b. a plan for how performance will be measured, including a description of how data systems and assessments will be used to measure candidate and program performance;

c. standards for clinical practice and a plan for enforcing the implementation of those standards;

d. alignment with college- and career-ready standards and standards for teaching and leading (e.g., CCSS, InTASC, ISLLC); and

e. exit requirements that candidates must demonstrate to be recommended for licensure.

7. States will require alignment of preparation content standards to PK-12 college- and career-ready standards for all licensure areas.

A third purpose of the program approval system is to ensure candidates have demonstrated competence in the content standards for which they will teach and for which they are being licensed. The approving agency within a state, usually the SEA, should have a process for reviewing standards used by licensure area programs and determining if they are appropriate for the requirements of professional service in public schools. In many cases, states require all preparation programs to use the state's adopted standards for teachers and principals as well as content standards. If that is the case, states should invite stakeholders to participate in periodic reviews of the teacher and principal standards to ensure they are aligned with the state adopted academic content and performance standards for PK-12 students (e.g., college- and career-readiness).

A review of how each preparation program meets the state's standards should take place when a determination is being made for initial program approval. The program approval system should require educator preparation programs to provide evidence that their programs address specific licensure area content standards as well as teacher and principal standards and that their candidates can implement the standards effectively in learning environments. Sources of evidence that could be provided by preparation programs are performance data from pre-service clinical practice, including initial and eventual pass rates of candidates; surveys of program graduates upon initial licensure, Tier II licensure, and license renewal regarding preparation; surveys of supervisors and human resources personnel regarding teacher and principal preparation; and, where available, results of performance assessments of practice in a public school classroom or school. See the Recommendations for Data Collection, Analysis, and Reporting section below for more information on the types of data preparation programs that should be provided by states.

8. **States will provide feedback, data, support, and resources to preparation programs to assist them with continuous improvement and to act on any program approval or national accreditation recommendations.**

A fourth purpose of the program approval system is to support program improvement. The program approval process can drive improvements in the quality of a preparation program's policies, practices, and outcomes as its faculty, administrators, and candidates strive to meet program approval standards. In addition, specific program approval decisions can initiate needed improvements. States should have a plan for supporting programs that have identified weaknesses and areas for improvement, especially in cases where a preparation program has been identified as at-risk or low performing. To do this, though, the process must identify and describe with some specificity the weaknesses in the quality of a preparation program's offerings. In addition to identified weaknesses, preparation programs should also receive commendations for exemplary program offerings and practices that other programs might emulate.

See Appendix B for a description of the key attributes of program approval that function within the four purposes described above.

Recommendations for Data Collection, Analysis, and Reporting

The success and public perception of the educator effectiveness agenda depends in large part on states' abilities to collect and report data for different purposes in ways that are meaningful to multiple stakeholders over time. An ideal data reporting system provides relevant information to support continuous improvements in educator preparation programs and to inform licensure and program approval reform. A transparent system supports teacher and principal candidates in selecting the highest-quality programs for pursuing a career in education and principals in selecting the best-prepared graduates for teaching positions. Data systems also enable states that have preparation programs that are struggling with educator effectiveness to take evidence-based action such as reducing program sizes in cases where there is an oversupply of teachers in certain licensure areas or even closing programs based on data identifying how programs and their graduates perform.

With regard to student outcome data, there is still much debate within the education community over whether and how that data should be used in teacher and principal evaluation, and whether data should be linked back to the preparation programs where the candidates were prepared. While consensus is emerging in the PK-12 community and in some preparation programs that student-learning outcomes should be a central educational metric for assessing student and system progress, the capacity to do so remains substantially underdeveloped. Significant gaps exist in data collection, data connectivity, data quality, analytic capacity, and political will at all levels of the educational system. In addition, the absence of common data definitions and indicators has led to a lack of consistency in the data that is collected and shared.

Many efforts are already underway in states and preparation programs to collect and analyze data, including the development of state longitudinal data systems (which should be in place in every state by the end of 2013); annual reporting required by the Higher Education Act; and new educator evaluation systems under the Race to the Top state grants, and, most recently, under the ESEA flexibility waivers granted to 34 states and Washington, DC, so far. These 34 states and DC and thousands of LEAs are currently in the process of creating or adopting, piloting, and implementing new or revised evaluation systems for teachers and leaders; however, less than one-fourth of the waiver applications include plans to provide these data to preparation programs. While much state energy has gone to the PK-12 system of evaluating practicing educators, increased emphasis needs to be placed on connecting data on educator effectiveness back to the programs that prepare educators. The same student growth data that are utilized in teacher and principal evaluation systems can serve as an indicator of how well preparation programs prepare learner-ready teachers and school-ready principals. States will also find those data useful to inform the state policy levers of licensure and program approval.

Elements for Consideration with Data Systems

Elements states should consider when establishing or transforming data sets on educator preparation include but are not limited to educator observation data, student achievement and growth data, surveys of alumni and principals/employers, program retention rates, program non-completers, field retention rates disaggregated by licensure area, candidate diversity, and placement in hard-to-staff positions. States have varying capacities to report on student growth data depending on the growth model they use. Although many preparation programs conduct surveys of their graduates, creating a state-specific survey will allow for comparability. To increase the return rate of the survey, some states have tied the task to licensure requirements.

Specific actions that states should take include

9. **States will develop and support state-level governance structures to guide confidential and secure data collection, analysis, and reporting of PK-20 data and how it informs educator preparation programs, hiring practices, and professional learning. Using stakeholder input, states will address and take appropriate action, individually and collectively, on the need for unique educator identifiers, links to non-traditional preparation providers, and the sharing of candidate data among organizations and across states.**

Governance Structure

SEAs and preparation programs will need policies to guide data collection, synthesis, evaluation, and use, including how long states will report data on new teachers and leaders (e.g., during the period teachers hold a probationary license using a sliding scale of responsibility that decreases over time) to preparation programs and hold them accountable for their graduates' performance in a teaching or principal position. With increasing reliance on data, these policies will need to be reviewed periodically, and, if needed, updated. As an important first step in developing a data reporting system, states should convene stakeholders to identify purposes and needs and build on existing data reporting techniques to inform practices based on the elements, issues, and key attributes described below. States should involve stakeholders at all levels in the verification of data before such information is used for decision-making or disseminated to the public. States should also consider issues of privacy and control in terms of who owns those data, who has access to the data (and at what grain size), and how to prevent data from being used for unintended and undesired purposes. A recent paper, *Presenting Findings from Measures of Teacher Effectiveness,* written by Carole Gallagher (2012) for CCSSO's Accountability Systems and Reporting State Collaborative on

Assessment and Student Standards (ASR SCASS), provides helpful information to states on sharing and reporting data on educator effectiveness, including examples of reports being used by states.

Unique Educator Identifier

Once the governance system is in place, one of the first tasks of states, individually or collectively, is to establish or enhance the ability to identify and link information about individual educators across data systems. This will require creating a unique identifier for each educator so the system can identify the students they teach, at which preparation provider and in which licensure area program they received their preparation to be a teacher and/or a principal, and their effectiveness in their roles. These links will be especially critical for students who have multiple teachers (e.g., students with disabilities). Having teams of teachers work with a group of students for one or more years is a growing practice, and the data system should be created to identify the impact of a team on student achievement.

States should also consider working together to create a unique educator identifier that identifies where a candidate received his or her preparation for teaching or leading. The identifier can be assigned to candidates when they enroll in programs to achieve consistency across states. This unique identifier would allow states to provide feedback to out-of-state preparation providers and would be especially beneficial to states that are importers of teachers and principals. Making these changes to the unique educator identifier will fulfill multiple data collection and reporting purposes.

Data Passport

Mobility has become much more prevalent among teachers and principals as they relocate to take a job, to return where they grew up, or to accommodate family needs. It becomes difficult for preparation programs or states to keep track of teacher and principal candidates when they leave the state where they were prepared. Modern state data systems have elevated the potential for cross-state data sharing regardless of teacher and principal mobility. Over the next three years, CCSSO will work with states to identify the necessary standard data elements, determine the appropriate policies, and understand the technology needs in order to implement candidate record exchange allowing all candidates and practicing teachers and principals access to their own "Education Data Passport." A data passport is one method that the task force recommends be employed to help track teacher and principal program completers across state lines and to provide data back to the preparation programs where they were prepared. Another use of this passport would be to help ensure that states have sufficient data to rate a preparation program's effectiveness, including the individual licensure areas within a program. In some programs, the majority of the program completers leave the state and statistically significant data is not available to determine a program's effectiveness. The data passport could be piloted by states in one or more regions of the country where any issues with the system could be resolved before being used by all states.

Links to Non-Traditional Preparation Providers

Even if states are establishing links from state PK-12 data systems to postsecondary education, few, if any, of these systems are being linked to LEAs, nonprofit organizations, or others that prepare teachers and leaders. One of the assumptions (see page 1) used in writing this report is that there should be multiple ways to enter the profession and that all preparation programs should be held to the same requirements. Making these links will be challenging because there is no established system for assigning identifiers to the programs that are not housed at institutions of higher education. A consortium of states working together could devise a system or identify an organization with the responsibility for assigning identifiers to preparation programs that are not housed at institutions of higher education.

Sharing Candidate Data

Preparation programs should also share data about their program completers with employers in the PK-12 sector for the purpose of fulfilling future employment needs, specifically recruiting and hiring. This type of partnership will strengthen the quality of clinical experiences and other types of support that the program provider can provide to the LEA. Further, the PK-12 educator development system (professional learning) would benefit from data shared from educator preparation to determine how teachers and principals should be inducted, mentored, and supported. Finally, it would also be useful to preparation programs to have employment information on their graduates, including their retention rates and their continued employment.

10. States will use data collection, analysis, and reporting of multiple measures for continuous improvement and accountability of preparation programs.

While achieving transparency remains an important part of the data reporting agenda, accountability and continuous improvement have emerged as major drivers for data collection and reporting of multiple measures. Collecting PK-12 student outcome data in multiple ways and using these data to make instructional decisions and hold teachers and leaders accountable for *all* students and preparation programs for *all* candidates is critical. In an effort to ensure that all students achieve high standards, state policymakers are looking to data—especially data on performance and outcomes—to determine how well our system of education is serving all students and to identify areas for improvement. In particular, if analysis of data results in consequences for programs, mechanisms for decision-making must be valid and reliable. A robust data set with multiple measures supports high-stakes decisions with increased data quality and confidence in the results.

Continuous Improvement

The primary purpose of sharing these data is to stimulate continuous improvement that leads to the preparation of more effective future teachers and leaders. Many different kinds of data are being collected by states on teachers and students. Much of this data can be useful to preparation programs to help them determine if there are gaps in their curriculum or if their clinical experiences are providing the practice that candidates need to successfully perform in their own classroom or school. States should share educator performance data, including student achievement and growth outcomes, with preparation programs responsible for preparing educators to teach and lead. In addition to student achievement and growth outcomes, other data may include observation data, student surveys, self-reflections, teacher work samples, employer satisfaction survey results, candidate satisfaction survey results, and employment data. These data should be used to stimulate continuous improvement in preparation programs in all licensure areas.

Because of variation in the quality of preparation across licensure areas within a program, outcome data by licensure area should be provided to educator preparation programs to ensure that candidates in all licensure areas receive the preparation they need to be effective. For instance, a program may successfully prepare secondary science teachers but inadequately prepare middle school social studies teachers. Disaggregating data to the appropriate level of information, such as by standard, within a licensure area will contribute to the use of data for continuous improvement.

Likewise, states have been working to diversify the workforce and ensure that shortage areas are filled. Data on their success in producing diverse teachers and leaders as well as data on teachers and leaders who are prepared to work in hard-to-staff subjects and schools should be collected and reported. States must be able to disaggregate data by both student and educator demographics in order to determine their progress toward these types of specific goals.

Accountability

States should use data not only to monitor and drive continuous improvement in educator preparation programs but also for accountability. Data should be provided to state policymakers, the general public, accrediting bodies, and other education stakeholders to guide decisions related to the status of preparation programs and whether or not they are allowed to operate in a state. States are responsible for ensuring that programs have the capacity to offer a quality program to candidates and for monitoring the performance of preparation programs and their graduates. These data can be useful to states in making these evaluation decisions. States and preparation programs should be able to disaggregate data by licensure area so that strengths and weaknesses can be identified by licensure areas as opposed to identifying an entire program as effective or ineffective based on the results of one area. By providing programs with outcome data at the level of student standards and educator standards (*InTASC Model Core Teaching Standards*, *ISLLC School Leader Standards*, and/or adapted versions), states will enable programs to identify and remediate their weaknesses.

States should be able to monitor actual program quality by examining the effectiveness of preparation program completers and the extent to which a program is improving or not. Determining which data to collect that provides the necessary evidence for decisions that must be made and that are cost effective can be challenging. Survey results collected by preparation programs and states often have very low return rates and rarely provide helpful information about the quality of the candidates produced by a specific preparation program. States will also need to make a determination of whether the usefulness of retention data outweighs the time and cost of collecting it, especially with all the outside factors that can impact retention (e.g., marriage, parenting, graduate school) and it is currently almost impossible to track data across states.

States should also use data to identify best practices across programs. Once identified, states can disseminate information about these practices to all programs. States may also use this data to inform policy changes to encourage the adoption of these practices in all preparation programs.

States will further need data to determine if a program should be put on probation, closed, or be subject to other consequences. Other consequences might include, for example, withholding federal scholarship monies from low performing programs. Many states also use state resources to award scholarships or loan forgiveness for candidates who enter educator preparation and should consider whether those funds should be awarded to students who attend low-performing preparation programs. Other state and federal funds could be withheld if programs do not measure up to the quality necessary to achieve the ambitious PK-12 goals. A determination will need to be made regarding the degree to which programs are responsible for the effectiveness of educators depending on educators' years of service. Multiple factors begin to influence effectiveness over time. A sliding scale of accountability for preparation programs should be considered (e.g., the program's responsibility for the effectiveness of a first year teacher is greater than its responsibility for a fourth year teacher whose effectiveness is influenced to a greater extent by other factors).

CONCLUSION

The clarion has been sounded. As chief state school officers, we are responsible for student achievement and growth. We have raised our expectations for students and have made a promise that we will provide them with the education they need to be college- and career-ready and productive in their communities. To fulfill this promise, we must have great teachers and leaders for *all* students.

Teaching matters. Teachers are key to making reforms happen in classrooms and learning environments where they have firsthand responsibility for student achievement and growth. Higher expectations for students have led to higher expectations for teaching and leading. A new vision of teaching that includes teams of teachers working and leading collaboratively must be implemented in all learning environments throughout the country.

Leadership matters. Effective principals are second only to effective teaching in importance to ensuring student achievement and growth. A school principal who can facilitate shared leadership among teams will have a greater impact on student achievement and growth than one who leads individually. School principals exert key influence on the quality of instruction provided to students in the classroom and other learning environments. They observe and monitor instruction and work with others to provide actionable feedback about how instruction can be improved. And school principals provide each teacher ongoing professional learning opportunities to improve his/her practice.

As leaders of state education systems, we owe teachers and principals the preparation and ongoing support they need to carry out their responsibilities for student achievement and growth. We also owe students, their parents, and the taxpayers who support the system to hold teachers and leaders accountable for getting the results that will demonstrate we are making progress.

Through this report, we are asking all chief state school officers and leaders of the education systems in their respective states to commit to taking the following actions to ensure we have an education workforce prepared to enter the profession ready to teach and ready to lead. We believe the entry point on the continuum of development for teachers and leaders is the foundation for the remainder of their career, and we must set a level of expectation that will ensure they are ready on day one. We feel strongly that, individually and collectively, chiefs should commit to the following state actions:

Licensure

1. States will revise and enforce their licensure standards for teachers and principals to support the teaching of more demanding content aligned to college- and career-readiness and critical thinking skills to a diverse range of students.

2. States will work together to influence the development of innovative licensure performance assessments that are aligned to the revised licensure standards and include multiple measures of educators' ability to perform, including the potential to impact student achievement and growth.

3. States will create multi-tiered licensure systems aligned to a coherent developmental continuum that reflects new performance expectations for educators and their implementation in the learning environment and to assessments that are linked to evidence of student achievement and growth.

4. States will reform current state licensure systems so they are more efficient, have true reciprocity across states, and so that their credentialing structures support effective teaching and leading toward student college- and career-readiness.

Program Approval

5. States will hold preparation programs accountable by exercising the state's authority to determine which programs should operate and recommend candidates for licensure in the state, including establishing a clear and fair performance rating system to guide continuous improvement. States will act to close programs that continually receive the lowest rating and will provide incentives for programs whose ratings indicate exemplary performance.

6. States will adopt and implement rigorous program approval standards to assure that educator preparation programs recruit candidates based on supply and demand data, have highly selective admissions and exit criteria including mastery of content, provide high quality clinical practice throughout a candidate's preparation that includes experiences with the responsibilities of a school year from beginning to end, and that produce quality candidates capable of positively impacting student achievement.

7. States will require alignment of preparation content standards to PK-12 student standards for all licensure areas.

8. States will provide feedback, data, support, and resources to preparation programs to assist them with continuous improvement and to act on any program approval or national accreditation recommendations.

Data Collection, Analysis, and Reporting

9. States will develop and support state-level governance structures to guide confidential and secure data collection, analysis, and reporting of PK-20 data and how it informs educator preparation programs, hiring practices, and professional learning. Using stakeholder input, states will address and take appropriate action, individually and collectively, on the need for unique educator identifiers, links to non-traditional preparation providers, and the sharing of candidate data among organizations and across states.

10. States will use data collection, analysis, and reporting of multiple measures for continuous improvement and accountability of preparation programs.

NEXT STEPS

Implementing these 10 recommended actions will take the leadership and political will of the chief state school officer and the involvement of many key stakeholders in each state including their partners from NASBE and NGA. Implementation will also require resources and support from many different levels of the system. Collectively, the commitment from a number of state chiefs to move forward with implementation of transformed policies in licensure; program approval; and data collection, analysis, and reporting will increase the knowledge and skills of the educator workforce. Hiring teachers who are learner-ready and principals who are school-ready along with these focused actions will help chiefs meet their responsibility and promise of helping students reach our heightened expectations of college- and career-readiness.

With commitment from chief state school officers, CCSSO will activate a number of supports and services to ensure success in this work. CCSSO's State Consortium on Educator Effectiveness (SCEE), a network of 29 states, will provide a backbone of support to chiefs and their teams ready and willing to take on the recommendations contained in this report. States will also receive a guided self-assessment tool that they and their stakeholders can use to examine current policies and determine the steps needed to implement the recommendations. Through a work group within SCEE, self-assessment results will be analyzed and turned into action plans customized for each state. States will learn from each other as they make progress in implementing the recommendations contained in this report.

Lessons learned from proposed activities such as the ones listed below will be shared across states:

- Examining results from implementing existing pre-service performance assessments including *ed*TPA, Performance Assessment of California Teachers (PACT), California Teacher Performance Assessment, and others regarding their potential use in making licensure decisions;
- Reviewing the scope and depth of topics that are addressed in current licensing tests and determine if steps need to be taken to promote licensing test enhancements;
- Identifying necessary standard data elements, determining appropriate policies for use of data (especially with respect to privacy and security), and addressing the technology needed to implement a candidate record exchange that would allow all candidates and practicing teachers and principals access to their own education data passport;
- Periodic reviews of teacher and principal standards to ensure they are aligned with the state-adopted academic content and performance standards for PK-12 students (e.g., college- and career-readiness); and
- Examining the feasibility of creating a system and/or identifying an organization with the responsibility for assigning identifiers to preparation programs that are not housed at institutions of higher education.

The work CCSSO will pursue with states will influence and inform our advocacy agenda and hopefully influence the national dialogue about our expectations for entering teachers and principals. CCSSO will also work with other associations and organizations that have an interest in transforming educator preparation and entry into the profession to capitalize on the synergy of work being done.

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NOTES

Note 1: The program approval state actions, purposes, and key attributes presented in this working paper are derived from the introduction of the Commission on Teacher Credentialing's *Accreditation Framework: Educator Preparation in California*. This framework was adopted by the California Commission on Teacher Credentialing in December 2007. For more information, please visit http://www.ctc.ca.gov/educator-prep/PDF/accreditation_framework.pdf.

Note 2: National Council for Accreditation of Teacher Education's (NCATE's) 2010 report, T*ransforming Teacher Education through Clinical Practice: A National Strategy to Prepare Effective Teachers.*

A clinically based approach to teacher education will give aspiring teachers the opportunity to integrate theory with practice, to develop and test classroom management and pedagogical skills, to hone their use of evidence in making professional decisions about practice, and to understand and integrate the standards of their professional community. Working with clinical faculty from the university and the PK-12 sector and with trained mentor teachers from their districts and other experts, the programs will help aspiring candidates respond to the challenge of teaching and leading with integrity in the face of increasingly high standards.

That portion of preparation that is practiced and demonstrated in real schools with real students helps ensure that candidates will be ready for the students with whom they will work and the schools in which they will teach. This is critically important in preparing teachers to be successful in hard-to-staff, low-performing schools and is useful in all teaching environments.

Transforming teacher education by placing clinical preparation at its center can help usher in additional changes in schools, for clinically based teacher preparation does not end with initial preparation. New teachers require intensive induction programs. This continuum of teacher development requires a parallel continuum of experienced, trained professionals (university- and school-based) who teach, supervise, and mentor candidates and novice teachers.

Note 3: License Teachers Based on Performance by Linda Darling-Hammond (in Hammond's NEA policy brief, *Recognizing and Developing Effective Teaching: What Policy Makes should Know and Do*, available at http://www.nea.org/assets/docs/HE/Effective_Teaching_-_Linda_Darling-Hammond.pdf)

To leverage stronger preparation and teacher quality, states should make initial licensing decisions based on greater evidence of teacher competence than merely completing a set of courses or surviving a certain length of time in the classroom. Since the 1980s, the desire for greater confidence in licensing decisions has led to the introduction of teacher licensing tests in nearly all states. However, these tests—generally multiple-choice tests of basic skills and subject matter—are not strongly predictive of teachers' abilities to effectively teach children. Furthermore, in many cases these tests evaluate teacher knowledge *before* they enter or complete teacher education, and hence are an inadequate tool for teacher-education accountability.

Moving the field forward, several states have incorporated performance assessments in the licensing process. These measures of performance—which can provide data to inform the program approval process—have been found to be strong levers for improving preparation and mentoring, as well as determining teachers' competence. For example, the Performance

Assessment for California Teachers (PACT) requires teachers to document their plans for a unit of instruction linked to the state standards, adapt them for special education students and English language learners, videotape and critique lessons, and collect and evaluate evidence of student achievement and growth. School-based and university-based teacher educators, who are trained to produce reliable scores that are calibrated and audited, score it. The Connecticut Beginning Educator Support and Training (BEST) assessment used a similar portfolio for granting the professional license for beginning teachers (year 2 or 3 in the profession).

Like the National Board assessments, beginning teachers' ratings on the PACT and the BEST assessments have been found to predict their students' achievement gains on state tests. This form of *predictive validity* has not been established for traditional teacher tests, but is essential to making the claim that an assessment measures the right things on which to focus teachers' attention and learning.

Currently, more than 25 states have joined together in the Teacher Performance Assessment Consortium to create a common version of an initial licensing assessment, based on the work done in these states, which could be used nationwide to make preparation and licensing performance based and grounded in teachers' abilities to support student achievement and growth. This assessment, currently being piloted, is based on teaching standards that are linked to the common core state standards (CCSS) and will ultimately be embedded in states' curriculum frameworks. The assessment ensures that teachers-in-training can plan, teach, and evaluate student achievement and growth effectively.

A more advanced version of the assessment could also be used at the point of the professional license (at the end of the probationary period), and to guide the mentoring process during the induction period. More than 40 states currently require some form of induction for beginning teachers, but these programs are rarely guided by a clear vision of what teachers should be able to do by the end of that period. Since the professional license is generally granted just before local districts make tenure decisions, this assessment could inform those decisions as well. States and districts that have adopted performance assessments to guide induction and decisions about licensing and tenure have supported much more purposeful and focused mentoring, with greater attention to a shared vision of good practice.

University and school faculty score these portfolios using standardized rubrics in moderated sessions following training, with an audit procedure to calibrate standards and ensure reliability. Faculties then use the PACT results to revise their curriculum. The scoring participants describe how this process creates a shared understanding of good teaching, focuses them on how to improve preparation, and creates a foundation for planning teacher induction and professional development.

Teacher education programs receive detailed, aggregated data on all of their candidates by program area and dimensions of teaching, and use the data to improve their curriculum, instruction, and program designs. Using these aggregated data for program approval will ultimately provide a solid basis for deciding which program models should be approved and expanded, and which should be closed if they cannot improve enough to enable most of their candidates to demonstrate that they can teach. With the addition of the incentives for National Board Certification, these assessments would provide a continuum of measures that both identify and help stimulate increasing effectiveness across the career.

APPENDIX A

A special expression of thanks goes to all of the members of the Task Force on Educator Preparation and Entry into the Profession who gave their time and expertise to lead the production of the recommendations and state actions described in this report.

Task Force Members

CCSSO

Tom Luna, Chair, State Superintendent of Public Instruction, Idaho

Terry Holliday, Vice-Chair, Commissioner of Education, Kentucky

Virginia Barry, Commissioner of Education, New Hampshire

Mitchell Chester, Commissioner of Education, Massachusetts

Judy Jeffrey, Former Director of Education, Iowa

Christopher Koch, Superintendent of Education, Illinois

Rick Melmer, Former Secretary of Education, South Dakota

Jim Rex, Former State Superintendent of Education, South Carolina

Melody Schopp, Secretary of Education, South Dakota

NGA

David Archer, Senior Policy Advisor to Governor John Hickenlooper, Colorado

Jeanne Burns, Board of Regents, Louisiana

NASBE

Brenda Gullett, NASBE Board of Directors, Arkansas Board of Education

Steven Pound, NASBE Board of Directors, Maine Board of Education

Patrick A. Guida, Esquire, NASBE Board of Directors, Rhode Island Board of Education

We are also most appreciative to the members of the Expert Advisory Group who gave their time and expertise to advise us on the work of the task force.

Expert Advisory Group Members

Deborah Ball, Dean of Education, University of Michigan

Jim Cibulka, President, National Council on Accreditation of Teacher Education (NCATE) and the Council of Accreditation of Educator Preparation (CAEP)

Ann Nutter Coffman, Senior Policy Analyst, National Education Association (NEA)

Hardin Daniel, Vice President, Discovery Education Assessment

Mary Diez, Dean of Education, Alverno College

Tabitha Grossman, Program Director, National Governors Association (NGA)

Diann Huber, President, iteachU.S.

Sandi Jacobs, Vice President, National Council on Teacher Quality (NCTQ)

Jim Kohlmoos, Executive Director, National Association of State Boards of Education (NASBE)

Jill Pitner, Innovation Director, Urban Teacher Residency United (UTRU)

Mary Vixie Sandy, Executive Director, California Commission on Teacher Credentialing

Michelle Young, Director, University Council for Educational Administration (UCEA) and Professor, Curry School of Education University of Virginia

APPENDIX B
Key Attributes of Program Approval of Educator Preparation Programs

Key Attributes of Program Approval of Educator Preparation Programs

The key attributes described below function within the four purposes of program approval. These attributes pertain to the development of program standards, the initial program approval process, and the subsequent reviews and program approval of educator preparation programs.

The Professional Character of Program Approval

Professional educators, as well as states, should hold themselves and their peers accountable for the quality of education they give to their students. Professionals should be involved intensively in the entire program approval process. They should be involved in creating program approval standards, conducting program approval reviews, and making program approval recommendations. In each step of program approval, recommendations should emerge from adherence to the standards and consultative procedures that result in the consensus of the professional participants.

Breadth and Flexibility

For institutions/program providers to be effective in states, they must be creative and responsive to the changing needs of the students and communities they serve as well as prospective educators. In a society as diverse as ours, states, universities, colleges, and other program providers vary substantially in their missions and philosophies. Program approval standards and practices should have a firm basis in principles of educational quality, effectiveness, and equity. The program approval system should accommodate breadth and flexibility in the processes used within and among institutions/program providers to support improvement as long as their candidates are prepared to be effective teachers and leaders.

Program approval standards should be written so different institutions/program providers can meet them in a variety of acceptable ways. There are effective and ineffective forms of educator preparation; program approval should differentiate between them. There are also multiple ways of effectively educating prospective educators acceptably; program approval should not favor any of these over the others. Standards should describe levels of quality and effectiveness without stipulating how institutions/program providers are to comply.

Explanations of the standards should clarify their meaning without making the standards overly restrictive. The training of program approval reviewers should, moreover, emphasize the importance of understanding diversity and creativity among the variety of institutions/ program providers.

Intensity in Program Approval

Program approval should focus with intensity on key aspects of educational quality and effectiveness. While allowing and encouraging divergence, the process should also be exacting in assembling key information about critical aspects of educational quality and effectiveness.

In order to recommend a program provider for program approval, experienced professional reviewers should be satisfied that the program provider provides a comprehensive array of excellent learning opportunities and assurances that future educators have demonstrated that they have attained the knowledge, skills, and abilities necessary to be effective professionals. Program approval decisions should be based on information that is sufficient in breadth and depth for the results to be credible and dependable. Program approval reviewers should understand the components of the program under review and the types of standards-based evidence that substantiate its overall quality and effectiveness. To find out if broad, quality-oriented standards are met, and to make reliable judgments and sound recommendations, reviewers need to assemble a considerable body of data that is collectively significant.

Efficiency and Cost-Effectiveness

A program approval system should fulfill its purposes efficiently and cost-effectively. Review procedures, decision processes, and reporting relationships should be streamlined and economical. Participants' roles should be clearly defined, and communications should be efficient.

There are costs associated with establishing standards, training reviewers, assembling information, preparing reports, conducting meetings, and checking the accuracy of data and the fairness of decisions. Containing these costs is an essential attribute of program approval, but efficiency must not undermine the capacity of reviewers and decision makers to fulfill their responsibilities to the public and the profession. Program approval costs, which are borne by institutions/program providers and the program approver (state), should be reviewed periodically by the states in relation to the key purposes of program approval.

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CAEP Commission on Standards and Performance Reporting

DRAFT RECOMMENDATIONS FOR THE CAEP BOARD

As part of its commitment to transparency and public accountability, the Council for the Accreditation of Educator Preparation (CAEP), the nation's newest specialized accrediting body, is seeking public comment on the recommendations developed by the CAEP Commission on Standards and Performance Reporting. Following a public comment period, the Commission will consider the feedback received in developing its final recommendations to the CAEP Board of Directors. These draft recommendations also may be viewed online at http://caepnet.org/commission/standards/, and public comments may be submitted at http://standards.caepnet.org February 22–March 29, 2013.

CAEP Council for the Accreditation of Educator Preparation

CAEP Commission on Standards and Performance Reporting

Camilla Benbow, co-chair
Patricia and Rodes Hart
Dean of Education and Human Development
Vanderbilt University, Peabody College

Terry Holliday, co-chair*
Commissioner of Education
Kentucky Department of Education

Andrés Alonso, Chief Executive Officer, Baltimore City Public Schools

JoAnn Bartoletti, Executive Director, National Association of Secondary School Principals

Erik Bitterbaum, President, State University of New York College at Cortland

Mary Brabeck, Dean, Steinhardt School of Culture, Education and Human Development, New York University

Peggy Brookins, NBCT, Mathematics Instructor, Forest High School, Florida

Gail Connelly, Executive Director, National Association of Elementary School Principals

Richard DeLisi, Dean, The Graduate School of Education, Rutgers University

Melissa Erickson, PTA Leader, Hillsborough Public Schools, Florida

Francis (Skip) Fennell, Professor of Education, McDaniel College

Deborah L. Ford, Chancellor, University of Wisconsin-Parkside

Susan Fuhrman, President, Teachers College, Columbia University

Kurt F. Geisinger, Professor of Educational Psychology, University of Nebraska

Rick Ginsberg, Dean, School of Education, University of Kansas

Marquita Grenot-Scheyer, Dean, College of Education, California State University, Long Beach

William Isler, School Board Representative, Pittsburgh Public Schools

Christopher Koch, State Superintendent, Illinois State Board of Education

Jim Kohlmoos, Executive Director, National Association of State Boards of Education

Jillian Lederhouse, Professor of Education, Wheaton College

Arthur Levine, President, Woodrow Wilson National Fellowship Foundation

Annie Lewis O'Donnell, Vice President, Program Design and Teacher Preparation, Teach for America

Paul Lingenfelter, President, State Higher Education Executive Officers

Patricia Manzanares-Gonzales, Provost and Vice President for Academic Affairs, Western State Colorado University

Tina Marshall-Bradley, Associate Vice President, Academic Affairs, Paine College

Susan B. Neuman, Professor of Education, University of Michigan

Tom Payzant, Professor of Practice, Harvard Graduate School of Education

Rebecca Pringle, Secretary/Treasurer, National Education Association

Sidney Ribeau, President, Howard University

Benjamin Riley, Director of Policy and Advocacy, New Schools Venture Fund

David Ritchey, Executive Director, Association of Teacher Educators

Haydee Rodriguez, NBCT, History and Theatre Teacher, Central Union High School District, California

Terry Ryan, Vice President for Ohio Programs & Policy, Thomas B. Fordham Institute

Philip Schmidt, Associate Provost, Teachers College, Western Governors University

David Steiner, Dean, School of Education, Hunter College

Jennifer Stern, Executive Director, Talent Management, Janus Education Alliance and Denver Public Schools

Julie Underwood, Dean, School of Education, University of Wisconsin-Madison

Randi Weingarten, President, American Federation of Teachers

Bob Wise, President, Alliance for Excellent Education

Donna Wiseman, Dean, College of Education, University of Maryland

*Dr. Holliday became co-chair in December 2012.

Gene Harris, Superintendent and CEO for Columbus City Schools, Ohio, was co-chair from May 2012 until she resigned from the Commission in December 2012.

Designees at the December meeting

Jarrod Bolte for Andres Alonso
Andy Coons for Haydee Rodriguez
Shannon Hagerman for Jennifer Stern
Mariana Haynes for Bob Wise
Christine Mason for Gail Connelly
Dyan Smiley for Randi Weingarten
Linda Tomlinson for Christopher Koch

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Executive Summary

The Council for the Accreditation of Education Preparation (CAEP) is poised to raise the bar. As the new accrediting body for educator preparation, CAEP will serve as a model accreditor with rigorous standards, demanding sound evidence and establishing a platform to drive continuous improvement and innovation. As its first initiative to achieve those goals, the CAEP Board of Directors created the CAEP Commission on Standards and Performance Reporting and charged it to develop accreditation standards for preparation programs. The Commission is comprised of representatives from diverse professional positions who often reflect a range of divergent perspectives that challenge the status quo and push for urgent changes in educator preparation.

The Commission's Draft Report For Public Comment

The Commission has developed a draft of its recommendations for the CAEP Board of Directors and is circulating this report for public feedback. The Commission has given emphasis to a firm grounding of its standards and evidence on empirical research or, where there is little guiding research, has based its recommendations on best practices and professional consensus. The Commission calls for accountability of providers and CAEP, itself; public reporting must be forthright and transparent. And, the Commission recommends new standards and decision procedures that balance strong evidence with professional judgment.

CAEP's leaders have set challenging goals to enhance the value of accreditation. Commission members have responded to their charge by identifying four especially critical points of leverage to transform educator preparation in our nation:

- Build partnerships and strong clinical experiences—Educator preparation providers and collaborating schools and school districts bring complementary experiences that, joined together, promise far stronger preparation programs. (See standard 2.)
- Raise and assure candidate quality—From recruitment and admission, through preparation, and at exit, educator preparation providers must take responsibility to build an educator workforce that is more able, and also more representative of America's diverse population. (See standard 3, including minimum admissions criteria and a group average performance on nationally normed admissions assessments in the top third of national pools.)
- Include all providers—Accreditation must encourage innovations in preparation by welcoming all of the varied providers that seek accreditation and meet challenging levels of performance.
- And surmounting all others, insist that preparation be judged by outcomes and impact on P-12 student learning—Results matter; "effort" is not enough. (See standard 4, especially.)

These points of leverage are not accreditation "business as usual," nor do they represent marginal changes from current and former education accreditation practice. Exercising them can add value to what states are trying to accomplish with their reforms in preparation policy.

The Draft Standards And Recommendations

The Commission's work is organized in part around three areas of teacher preparation identified by the National Academy of Sciences 2010 report, Preparing Teachers: Building Evidence for Sound Policy. The Academy panel sifted through hundreds of research studies from recent decades and, not surprisingly, concluded that more research is needed in order to have sound evidence about the effects of particular aspects of preparation. But it found that existing research provides some guidance: content knowledge, field experience, and the quality of teacher candidates "are likely to have the strongest effects" on outcomes for students.[1]

The Commission has drafted the following three standards:

Standard 1: CONTENT AND PEDAGOGICAL KNOWLEDGE
The provider ensures that candidates develop a deep understanding of the critical concepts and principles of their discipline and, by completion, are able to use discipline-specific practices flexibly to advance the learning of all students toward attainment of college and career-readiness standards.

Standard 2: CLINICAL PARTNERSHIPS AND PRACTICE
The provider ensures that effective partnerships and high-quality clinical practice are central to preparation so that candidates develop the knowledge, skills and dispositions necessary to demonstrate positive impact on all P-12 students' learning.

Standard 3: CANDIDATE QUALITY, RECRUITMENT AND SELECTIVITY
The provider demonstrates that the quality of candidates is a continuing and purposeful part of its responsibility from recruitment, at admission, through the progression of courses and field and clinical experiences, and to decisions that completers are prepared to teach effectively and are recommended for certification.

The Commission also explored important functions of an accrediting body that are fashioned around attributes of high-performing education organizations. These are supported by research on effective management, and, especially, the Baldrige education award criteria for performance excellence, and also by recent trends and new approaches among accreditors. Key concepts advanced in these resources are a relentless focus on results, and a systematic and purposeful use of evidence for continuous improvement. The fourth and fifth standards and two additional recommendations for the CAEP Board of Directors are built upon these sources.

Standard 4: PROGRAM IMPACT
The provider demonstrates the impact of its completers on P-12 student learning, classroom instruction and schools, and the satisfaction of its completers with the relevance and effectiveness of their preparation.

Standard 5: PROVIDER QUALITY, CONTINUOUS IMPROVEMENT, AND CAPACITY
The provider maintains a quality assurance system comprised of data from multiple measures, including evidence of candidates' and completers' positive impact on P-12 student learning and development. The provider supports continuous improvement that is sustained, evidence-based, and that evaluates the effectiveness of its completers. The provider uses the results of inquiry and data collection to establish priorities, enhance program elements and capacity, and test innovations to improve completers' impact on P-12 student learning.

Recommendations on ANNUAL REPORTING AND CAEP MONITORING
The Commission recommends that CAEP gather the following data and monitor them annually from all providers:

On program impact:

1. Impact on P-12 learning
2. Indicators of teaching effectiveness
3. Employer surveys, candidate retention and employment milestones
4. Results of completer surveys

On program outcomes:

5. Graduation rates
6. Ability of completers to meet licensing (certification) and any additional state requirements
7. Ability of completers to be hired in education positions for which they have prepared
8. Student loan default rates

The Commission recommends that CAEP identify significant amounts of change in any of these indicators that would prompt investigation to initiate (1) adverse action that could include revocation of accreditation status or (2) recognition of eligibility for a higher level of accreditation. In addition, the Commission recommends that CAEP include these data as a recurring feature in the CAEP annual report.

Recommendations on LEVELS OF ACCREDITATION

The Commission proposes four levels of accreditation decisions:

1. denial of accreditation—for providers that fall below threshold in two or more standards
2. probationary accreditation—awarded to providers that meet or surpass the threshold in four standards, but fall below in one of the standards
3. full accreditation—awarded to providers that meet all five standards at the CAEP-established thresholds
4. exemplary or "gold" accreditation—awarded to a small number of providers that meet the threshold level set for all five standards and surpass the threshold in a combination of standards

The Commission also recommends that CAEP accreditation be based on a judgment that the provider's accreditation evidence meets a designated "threshold" for each of the five standards recommended by the Commission. To achieve full accreditation, all components for standard 4 on Program Impact and components 5.4 and 5.5 on continuous improvement must reach an "operating" threshold for evidence.

The CAEP Board of Directors will need to craft implementation plans so that new standards and recommendations for action can be put into place. The evidence expectations must be phased in over a brief period of years, and as new assessments and more common measures come into place, the expectations can be raised. These new CAEP standards set the bar high so that attaining accreditation status will be a meaningful achievement. Setting high standards will change incentives and change the behavior of providers. High expectations for admissions and gaining proficiency during preparation will, themselves, attract more able candidates into teaching.

The charge to the Commission gave equal weight to "essential standards" and to "accompanying evidence" indicating that standards are met. Commissioners are optimistic that advances in the quality of evidence are at hand, and some of the pending opportunities are illustrated in the listed examples that follow each standard. The Commission has included examples of evidence that would be familiar to any accredited provider (e.g., observation measures of candidate performance), and ones that are familiar but with more rigorous performance levels expected (e.g., common cut scores on licensure tests). Some examples explicitly anticipate the emergence of additional measures or new assessments (e.g., a new generation of licensure tests), and the Commission recommends some evaluation data strategies that would be new to accreditation (e.g., recruitment plans, goals and monitoring of results). During the public comment period, the Commission is soliciting feedback on the appropriateness, rigor, comprehensiveness, and adequacy of these examples of evidence for accreditation decisions.

Message from James G. Cibulka, President

The Council for the Accreditation of Education Preparation (CAEP) is poised to raise the bar for accreditation. We need educators for our schools and classrooms who can raise the levels of learning for American students, and CAEP can play a powerful role to make that happen. As the new accrediting body for educator preparation, CAEP will serve as a model accreditor with rigorous standards, demanding sound evidence and establishing a platform to drive continuous improvement and innovation.

In line with this new vision and as its first public action, CAEP invited representatives of diverse and often divergent views and perspectives that would challenge the status quo and push for the urgent change needed in the field of educator preparation. We invited critics of accreditation, innovative educator preparation providers, teachers, parents, district and state leaders, and reformers to craft recommendations for a foundation to support the vision of CAEP as a new kind of accrediting body that drives innovation and change. The Commission's makeup reflects a partnership between higher education and P-12 education, signaling the new demands for collaboration that CAEP expects.

Charge to the Commission

The CAEP Board of Directors charged the CAEP Commission on Standards and Performance Reporting with transforming the preparation of teachers by creating a rigorous system of accreditation that demands excellence and produces educators who raise student achievement.

The Commission has taken its responsibility seriously and interpreted its mandate to encompass the full scope of the educational challenge facing our nation's teachers. America's teachers must not only raise student achievement for some learners, but they are challenged to do so for all learners in a nation with an increasingly diverse P-12 student population. Creating effective learning environments that challenge and engage all learners has been the frame of reference that guided the Commission's work and that readers of these draft standards and recommendations will find reflected at various points. I believe we all share a common goal that our teachers can help young people become successful, happy, productive contributors to American society.

Specifically, the Commission was established to develop accreditation standards for all preparation programs that are based on evidence, continuous improvement, innovation, and sound clinical practice. Wherever possible, the Commission has grounded its standards and evidence on empirical research or, where there is little guiding research, it has based its recommendations on best practices and professional consensus. CAEP is committed to building a stronger research base for preparation programs through its accreditation work. Better knowledge is needed on which input (e.g., candidate and program characteristics) and outcome measures predict high performance on the job. We can expect that new assessments will become available, measures of teacher impact on P-12 student learning will be refined, observation protocols will be applied to preservice, and so on.

As the knowledge base improves, CAEP standards and the evidence we can use to measure performance validly against those standards can be revised to reflect what truly matters in producing effective teachers who improve P-12 student learning. While this is a longer term goal, in the short run CAEP will employ a number of strategies to strengthen the use of evidence in accreditation decisions, informing both the Commission's deliberations and those of the CAEP Board. Along with rigorous standards and evidence, the Commission will recommend transparent CAEP public accountability reporting with multiple measures, including ones directly linked to student achievement.

Invitation for Public Comment

Now it is the public's turn to weigh in with feedback on the draft recommendations for the next generation of accreditation standards and performance measures for educator preparation. We invite all stakeholders and the general public to comment on this draft. The public feedback will be used to further strengthen the final Commission recommendations to the CAEP Board, to be completed in spring 2013. Information on how to respond to the draft is contained on the cover page.

James G. Cibulka

James G. Cibulka
President

Message from Camilla Benbow and Terry Holliday, Co-chairs

The members of the CAEP Commission on Standards and Performance Reporting have enthusiastically accepted President Cibulka's invitation and charge. CAEP is taking up its new responsibilities at a critical time. Its accreditation functions can provide powerful leverage for a new vitality in educator preparation that leads to more effective learning by America's P-12 students.

The Opportunity

The current policy context for education makes this moment as a pivotal one, offering an unprecedented opportunity. CAEP falls at the intersection of education policy with practice of the education profession. Its leaders have set challenging goals to make accreditation more effective by raising its rigor, and simultaneously, by fostering innovation.

What makes CAEP's beginnings even stronger is the sea change in the education policy landscape. This moment is characterized by the fortuitous juncture of governmental policies and practices: a now widely held perspective that well-prepared teachers and other education professionals are critical for increased learning in the classroom, and the advent of CAEP as the new and sole national educator preparation accreditor. If CAEP fails to take bold action now, states will move on, leaving accreditation on the sidelines.

The potential for CAEP to make a decisive impact on educator preparation has motivated the Commissioners. We eagerly are searching for appropriate ways to maximize the considerable leverage that the accreditation process can create. Commissioners have identified four especially critical points of leverage for CAEP accreditation:

- Build partnerships and strong clinical experiences—Educator preparation providers and collaborating schools and districts bring complementary experiences that, joined together, promise far stronger preparation programs.

- Raise and assure candidate quality—From recruitment and admission, through preparation, and at exit, educator preparation providers must take responsibility to prepare an education workforce that is more able and more representative of America's diverse population.

- Include all providers—CAEP must encourage innovations in preparation by welcoming all of the varied providers that seek accreditation and meet challenging levels of performance.

- And, surmounting all others, insist that preparation be judged by outcomes and impact on P-12 student learning—Results matter; "effort" is not enough.

These points of leverage are not accreditation "business as usual," nor do they represent marginal changes from education accreditation in the past. Exercising them can add value to what states are trying to accomplish with their reforms in preparation policy, reinforcing the efforts of leading states.

Consequences

After the Commission completes its final recommendations later this year, the CAEP Board will need to craft practical implementation plans. Realistically, the Commission's vision for higher quality, more consistent, and more rigorous evidence will need to be phased in over a brief period of years in collaboration with states. As new assessments and more common measures become available, the evidence expectations can be raised.

States and philanthropic foundations also must step up to their responsibilities for preparation. The Council of Chief State School Officers has recently published a report[2] on educator preparation and entry into the profession. One of its recommendations is that state purposes to "support program improvement." The report continues, "[s]tates should have a plan for supporting programs that have identified weaknesses and areas for improvement, especially in cases where a preparation program has been identified as at-risk or low performing."

We concur. Some providers simply lack appropriate faculty, sufficient resources, or capacity to monitor their own progress for continuous improvement. Effective preparation requires both sufficient, and effectively used, funds. The facts cannot be ignored.

These changes may not be for every provider. The bar is high so that attaining accreditation status would be a meaningful achievement. Setting high standards will change incentives and change the behavior of providers. High expectations for admissions and a wide array of opportunities to develop proficiencies during preparation will, themselves, attract more able candidates into teaching.

Status

Our work is not complete. At this mid-point, review and comments from the public and the education profession are the essential next step. At the close of the public comment period, the Commission will review the compiled feedback and make appropriate revisions before completing our final recommendations for the CAEP Board of Directors. Thank you for your time and attention to this important matter!

Camilla Benbow
Co-Chair

Terry Holliday
Co-Chair

Accreditation Standards and Recommendations

The Commission's draft includes five standards and two additional recommendations that address CAEP Board responsibilities for accreditation and accountability. Each of the five standards is followed by a rationale, and then by examples of evidence. Public comments are solicited on the standards, the examples of evidence, and the additional recommendations. The public comment website, http://standards.caepnet.org (available February 22), is arranged to guide reviewers through the recommendations serially.

Structure of the Standards

The Commission has adopted a structure for the standards that was proposed by President Cibulka during its first meeting. The first part of that structure is organized around the three areas of teacher preparation identified by the National Academy of Sciences 2010 report, Preparing Teachers: Building Evidence for Sound Policy. The Academy panel sifted through hundreds of research studies from recent decades and, not surprisingly, concluded that more research is needed in order to have sound evidence about the impact of particular aspects of preparation. But it found that existing research provides some guidance: content knowledge, field experience, and the quality of teacher candidates "are likely to have the strongest effects" on outcomes for students (p. 180).

Adapting that guidance to its task, the Commission's first three recommended standards are:

- Content and pedagogical knowledge
- Clinical partnerships and practice
- Candidate quality, recruitment and selectivity

The Commission also explored important functions of an accrediting body that are fashioned around attributes of high-performing education organizations. These are supported by research on effective management, and, especially, the Baldrige education award criteria, and also by recent trends and new approaches among accreditors. The fourth and fifth standards and additional recommendations for the CAEP Board are built on these sources:

- Standard 4: Program impact
- Standard 5: Provider quality, continuous improvement, and capacity
- Recommendation on Annual reporting and CAEP monitoring
- Recommendation on Levels of accreditation

These groupings serve to structure the draft recommendations that immediately follow the comments on evidence, below.

Evidence That Standards Are Met

President Cibulka's charge to the Commission gave equal weight to "essential standards" and to "accompanying evidence" indicating that standards are met. The additional rigor that CAEP has committed itself to apply is often found in the evidence rather than in the language of standards. In each of the Commission's draft standards there is a concluding section providing "examples of evidence." The Commissioners have identified these examples during their work over the past eight months and seek public comments on them as the next step toward final recommendations later this year.

In an ideal world, educator preparation accreditation would draw its evidentiary data from a wide array of sources that have different qualitative characteristics from many of those currently available. There would be elements of preparation that are quantified with common definitions or characteristics (e.g., different forms or patterns of clinical experiences) that everyone would understand and that providers would use in their own data systems. There would be comparable experiences in preparation that providers as well as employers, state agencies, and policymakers agree are essential. There would be similar requirements across states for courses, experiences and licensure. There would be a few universally administered examinations that serve as strong anchors for judgments about effective preparation and that are accepted as gateways to preparation programs, or employment, or promotion.

Educator preparation has few close approximations of such an ideal system. However, Commission members are optimistic that advances in the quality of evidence are at hand. From many arguments that might be made in defense of that optimism, three stand out. The current policy interest in well prepared teachers and leaders is probably higher than it has ever been, especially in states. In addition, the U. S. Department of Education's Institute for Education Sciences is supporting randomized controlled trials that are examining elements of preparation, including selection and clinical experiences. And the Gates foundation's "Measures of Effective Teaching" project has recently concluded a large research study of instruments used to evaluate teacher performances, some or all of which might be adapted to serve as preservice measures.

As the Commission's recommendations are put into place by CAEP, the years immediately ahead should be ones of substantial, even order of magnitude, advances in access to sound evidence. Indeed, the examples that the Commission has selected for this report on its draft recommendations amply illustrate this position.

- Among the examples are ones that would seem familiar to any accredited provider.
  See Standard 1, example a (noted as 1.a), state licensure exams; 1.b, grade point average (GPA) in coursework related to the area of teaching; 2.h video analysis of a candidates' teaching; 3.e, teacher work samples and Renaissance project portfolios; 4.d, employer surveys; 5.a, a quality assurance system with broad capacity to compile, store, access, manage and analyze data, and also 5.a, feedback from completers.

- There are examples of familiar forms of evidence applied more rigorously.
  Here illustrations found in the examples are 1.a, a licensure pass rate of 80 percent on a "common cut-score across states," within two administrations; and 3.i, general education and content course grades with at least a 3.0 average and 3.5 in practica courses. For admissions, minimum criteria are built into component 4 of standard 3, a GPA minimum of 3.0 and average cohort performance on standardized admissions tests in the top third of national test pools.

- Some examples explicitly anticipate the emergence of additional measures or new assessments.
  1.a provides a note that CAEP should work with states to develop and employ new or revised licensure tests; 1.e lists P-12 student surveys of preservice candidates, and 1.f and 3.e list the Stanford/AACTE "edTPA" assessment, now being piloted; and 4.g includes edTPA "for in-service teachers (when an in-service version becomes available)." Also, component 3.4 contains, as an option for provider-established admissions criteria, "a model that predicts effective teaching" and measures the results in reliable and valid ways; and, similarly, an illustration of evidence for P-12 student learning in 4.c is "case studies of completers that demonstrate the impacts of preparation on P-12 student learning."

- And the Commission recommends some evaluation data strategies that would be new to accreditation.
  2.a, 2.b, and 2.c on clinical partnerships call for evidence of understanding, data sharing, tracking and hiring patterns, and action indicating combined resource allocation and joint decision-making. Standard 3 on Candidate quality includes a strategic recruitment plan (3.a) with goals, evidence that progress is monitored, and use of the results for action. Standard 5 requires program outcome measures of graduation rates, candidate ability to meet licensing requirements, candidate hiring in the positions for which they prepared, and student loan default rates.

Another characteristic of the evidence examples is that they differ in level of specificity. Some are explicit performance measures (e.g., a state licensure test, a particular cut score on a test), while others describe inputs (e.g., coursework on assessment, embedding assessment topics in content and methods courses). Some recommendations are outlined in conceptual terms (e.g., evidence of tracking and sharing data with school district partners). Some measures give the appearance of precision (e.g., completion rates, placement rates), but anyone familiar with longstanding debates over the "Title II" preparation data reporting to the U. S. Department of Education is aware that every term must be defined and respondents trained if the results are to be consistent.

As new and better evidence becomes available, CAEP must be committed to use that evidence appropriately in making accreditation decisions. In addition, it should expect providers to take responsibility for examining the quality of evidence on which they rely—in part to make their case for accreditation but, routinely, for continuous improvement of their own programs. As the Commission moves into the final stages of its work, public comments on the examples of evidence contained in this report will be a critical source of counsel. Also, President Cibulka has made arrangements for additional technical advice to the Commission on appropriate conditions for use of various kinds of evidence, on accreditation decision rules and on threshold requirements that are developed for each standard and its components. The decision rules may require adaptation for providers operating in different states with differing approaches to constructing important performance indicators. The rules will need to be developmental and flexible enough to accommodate changes as the evidence measures change.

Providers, the public, and policymakers all need to perceive CAEP decisions as credible. The evidentiary base available to CAEP must improve, and it will. Stronger evidence, which CAEP will help generate, will provide a more solid foundation for the professional judgments reached in CAEP's accreditation decisions.

Standard 1:
CONTENT AND PEDAGOGICAL KNOWLEDGE

The provider ensures that candidates develop a deep understanding of the critical concepts and principles of their discipline and, by completion, are able to use discipline-specific practices flexibly to advance the learning of all students toward attainment of college and career-readiness standards.

Content Knowledge and Pedagogical Knowledge

1.1 Candidates demonstrate an understanding of the critical concepts and principles in their discipline, including college and career-readiness expectations, and of the pedagogical content knowledge necessary to engage students' learning of concepts and principles in the discipline.

Instructional Practice

1.2 Candidates create and implement learning experiences that motivate P-12 students, establish a positive learning environment, and support P-12 students' understanding of the central concepts and principles in the content discipline. Candidates support learners' development of deep understanding within and across content areas, building skills to access and apply what students have learned.

1.3 Candidates design, adapt, and select a variety of valid and reliable assessments (e.g., formative and summative measures or indicators of growth and proficiency) and employ analytical skills necessary to inform ongoing planning and instruction, as well as to understand, and help students understand their own, progress and growth.

1.4 Candidates engage students in reasoning and collaborative problem solving related to authentic local, state, national, and global issues, incorporating new technologies and instructional tools appropriate to such tasks.

1.5 Candidates use research and evidence to continually evaluate and improve their practice, particularly the effects of their choices and actions on others, and they adapt their teaching to meet the needs of each learner.

The Learner and Learning

1.6 Candidates design and implement appropriate and challenging learning experiences, based on an understanding of how children learn and develop. They ensure inclusive learning environments that encourage and help all P-12 students reach their full potential across a range of learner goals.

1.7 Candidates work with P-12 students and families to create classroom cultures that support individual and collaborative learning and encourage positive social interaction, engagement in learning, and independence.

1.8 Candidates build strong relationships with students, families, colleagues, other professionals, and community members, so that all are communicating effectively and collaborating for student growth, development, and well-being.

Equity

1.9 Candidates reflect on their personal biases and access resources that deepen their own understanding of cultural, ethnic, gender, sexual orientation, language, and learning differences to build stronger relationships and to adapt practice to meet the needs of each learner.

NOTE 1: In this report, the term "candidate" refers to individuals preparing for professional education positions. "Completer" is used as a term to embrace candidates exiting from degree programs, and also candidates exiting from other higher education programs or preparation programs conducted by alternative providers that may or may not offer a certificate or degree.

NOTE 2: In Standard 1, the subjects of components are "candidates." The specific knowledge and skills described will develop over the course of the preparation program and may be assessed at any point, some near admission, others at key transitions such as entry to clinical experiences, and still others near candidate exit as preparation is completed.

Rationale

This standard asserts the importance of a strong content background and a foundation of pedagogical knowledge for all candidates. Teaching is complex and preparation must provide opportunities for candidates to acquire knowledge and skills that can move all P-12 students significantly forward—in their academic achievements, in articulating the purpose of education in their lives, and in building independent competence for life-long learning. Such a background includes experiences that develop deep understanding of major concepts and principles within the candidate's field, including college and career-ready expectations.[3] Moving forward, college and career ready standards can be expected to include additional disciplines, underscoring the need to help students master a range of learner goals conveyed within and across disciplines. Component 1.6 refers "a range of learner goals," and these would explicitly include interdisciplinary emphases as a complement to the disciplinary focus in component 1.1. Examples, among others, would be civic literacy, health literacy and global awareness.

Content knowledge describes the depth of understanding of critical concepts, theories, skills, processes, principles, and structures that connect and organize ideas within a field.[4] Research indicates that students learn more when their teachers have a strong foundation of content knowledge:[5]

> Teachers need to understand subject matter deeply and flexibly, so that they can help students create useful cognitive maps, relate ideas to one another, and address misconceptions. They need to see how ideas connect across fields and to everyday life, and how ideas develop a foundation for pedagogical content knowledge[6] that enables them to make ideas accessible to others.[7]

These essential links between instruction and content are especially clear in Linda Darling-Hammond's description of what the Common Core State Standards mean by "deeper learning:"[8]

- An understanding of the meaning and relevance of ideas to concrete problems
- An ability to apply core concepts and modes of inquiry to complex real-world tasks
- A capacity to transfer knowledge and skills to new situations, to build on and use them
- Abilities to communicate ideas and to collaborate in problem solving
- An ongoing ability to learn to learn

Pedagogical content knowledge in teaching includes "core activities of teaching, such as figuring out what students know; choosing and managing representations of ideas; appraising, selecting, and modifying textbooks; . . . deciding among alternative courses of action, and analyz(ing) the subject matter knowledge and insight entailed in these activities."[9] It is crucial to "good teaching and student understanding."[10]

The development of pedagogical content knowledge involves a shift in a teacher's understanding from comprehension of subject matter for themselves, to advancing their students' learning through presentation of subject matter in a variety of ways that are appropriate to different situations—reorganizing and partitioning it, and developing activities, metaphors, exercises, examples and demonstrations—so that it can be grasped by students.[11]

Understanding pedagogical content knowledge is complemented by knowledge of learners—where teaching begins. Teachers must understand that learning and developmental patterns vary among individuals, that learners bring unique individual differences to the learning process, and that learners need supportive and safe learning environments to thrive. Teachers' professional knowledge includes how cognitive, linguistic, social, emotional, and physical development occurs.[12] Neuroscience is influencing education, and future educators should be well versed in findings from brain research, including how to facilitate learning for students with varying capacities, strengths, and approaches to learning.

The Commission's development of this draft standard and its components has been influenced especially by the InTASC Model Core Teaching Standards, the Common Core State Standards Initiative[13], and the National Board for Professional Teaching Standards' Five Core Propositions.

Examples of Evidence

On content and pedagogical knowledge

a. State licensure exams
   - o There should be a recommended specific and common cut-score across states, and a pass-rate of 80 percent within two administrations.
   - o CAEP should work with states to develop and employ new or revised licensure tests that account for college and career readiness standards, and establish a common passing score for all states. (Note: Recent reports from CCSSO, Our Responsibility, Our Promise: Transforming Educator Preparation and Entry into the Profession, and from AFT, Raising the Bar: Aligning and Elevating Teacher preparation and the Education Profession, address preparation and entry requirements, indicating growing support for vastly improved licensure assessments).

b. Grade point average (GPA) and/or grades in relevant coursework
   - o This could be an overall GPA, GPA in the major, or GPA in supporting/integral content coursework related to the area of teaching (e.g., science coursework for early childhood educators).

c. Candidate performance on provider-based capstone measures related to content and pedagogical knowledge

On Instructional practice and the learner and learning

d. Student performance on valid, reliable assessments aligned with instruction during clinical practice experiences
e. P-12 student surveys of their preservice candidate teachers during clinical practice experiences
f. Observational data of candidate performance during clinical practice experience, judged against rubrics and/or other performance metrics (e.g., edTPA, Danielson's Framework for Teaching, etc.)
g. Evidence that the provider promotes candidates' assessment proficiencies (1) in course work focused on assessment, (2) by embedding assessment topics in content and methods courses, (3) by providing candidates with real-world opportunities to apply what they have learned, and (4) in the assessments it employs in all aspects of preparation

On equity

h. Provider criteria that qualify candidates for completion, with program performance indicating that all completers have opportunities to reflect on their personal biases, access appropriate resources to deepen their understanding, can use this information and related experiences to build stronger relationships with P-12 learners, and can adapt their practices to meet the needs of each learner

(NOTE: The provider would also monitor data on:

(1) Quality of candidates available in response to Standard 3 on Candidate quality, recruitment and selectivity, and
(2) P-12 student learning, observations and surveys that are available in response to Standard 4, Program Impact).

Standard 2:
CLINICAL PARTNERSHIPS AND PRACTICE

The provider ensures that effective partnerships and high-quality clinical practice are central to preparation so that candidates develop the knowledge, skills and dispositions necessary to demonstrate positive impact on all P-12 students' learning.

Partnerships for Clinical Preparation

2.1 Partners co-construct mutually beneficial P-12 school and community arrangements for clinical preparation, including technology-based collaborations, and share responsibility for continuous improvement of candidate preparation. Partnerships for clinical preparation can follow a range of forms, participants, and functions. They establish mutually agreeable expectations for candidate entry, preparation and exit; ensure that theory and practice are linked; maintain coherence across clinical and academic components of preparation; and share accountability for candidate outcomes.

Clinical Educators

2.2 Partners co-select, prepare, evaluate, support and retain high-quality clinical educators who demonstrate a positive impact on candidates' development and P-12 student learning. In collaboration with their partners, providers use multiple indicators and appropriate technology-based applications to establish, maintain and refine criteria for selection, professional development, performance evaluation, continuous improvement and retention of clinical educators in all clinical placement settings.

Clinical experiences

2.3 The provider works with partners to design clinical experiences of sufficient depth, breadth, diversity, coherence and duration to ensure that candidates demonstrate their developing effectiveness and positive impact on all students' learning. Clinical experiences, including technology-based applications, are structured to demonstrate candidates' development of the knowledge, skills, and dispositions that are associated with a positive impact on P-12 student learning.

NOTE: In this report, the term "all students" is defined as children or youth attending P-12 schools including students with disabilities or exceptionalities, who are gifted, and students who represent diversity based on ethnicity, race, socioeconomic status, gender, language, religion, sexual identification, and geographic origin.

Rationale

Education is a practice profession and preparation for careers in education must create nurturing opportunities for aspiring candidates to practice the application of their developing knowledge and skills. These opportunities take place particularly in real-life situations, but may be augmented by settings and situations enhanced by technology, such as simulations, video and online activities. The 2010 NCATE Panel report, Transforming Teacher Education Through Clinical Practice,[14] identified important dimensions of clinical practice and the Commission has drawn from the Panel's recommendations to structure the three components of this standard.

Educator preparation providers (EPPs) seeking accreditation should have strong collaborative partnerships with school district and individual school partners as well as other community stakeholders. The term "partnerships" for clinical practice signifies a collaboration among various entities in which all participating members pursue mutually agreed upon goals for preparation of education professionals. Characteristics of effective partnerships include: mutual trust and respect; sufficient time to develop and strengthen relationships at all levels; shared responsibility and accountability among partners and periodic formative evaluation of activities among partners.[15] Linda Darling-Hammond and J. Baratz-Snowden[16] call for strong relationships between universities and schools to share standards of good teaching that are consistent across courses and clinical work. The 2010 NCATE Panel proposed partnerships that are "strategic" in meeting partners' needs by defining common work, shared responsibility, authority and accountability.

Clinical educators are individuals from diverse settings who assess, support, and develop a candidate's knowledge, skills and dispositions during clinical experience. The literature indicates that the quality of the clinical educators, both school-based and provider-based, can ensure the learning of educator candidates and P-12 students.[17] Transforming Teacher Education Through Clinical Practice described high-quality clinical experiences as ones in which both providers and their partners require candidate supervision and mentoring by certified clinical educators—drawn from discipline-specific, pedagogical, and P-12 professionals—who are trained to work with and provide feedback to candidates. Clinical educators should be accountable for the performance of the candidates they supervise, as well as that of the students they teach.[18]

High-quality clinical experiences take place in a variety of settings including schools; community-based centers; and homeless shelters; as well as through simulations, video analyses, and other virtual opportunities (for example, online chats with students). Teacher candidates observe, critique, assist, tutor, instruct, and conduct research. They may be student teachers or interns.[19] The experiences integrate applications of theory from pedagogical courses or modules in P-12 or community settings. They offer multiple opportunities for candidates to relate and reflect upon clinical and academic components of preparation.

The members of the 2010 Panel on clinical preparation and partnerships consulted both research resources and professional consensus reports in shaping their conclusions and recommendations, including proposed design principles for clinical experiences.[20] Among these are: (1) a student learning focus, (2) clinical practice that is integrated throughout every facet of preparation in a dynamic way, (3) continuous monitoring and judging of candidate progress on the basis of data, (4) a curriculum and experiences that permit candidates to integrate content and a broad range of effective teaching practices and to become innovators and problem solvers, and (5) an "interactive professional community" with opportunities for collaboration and peer feedback. Howey[21] also suggests several principles, including tightly woven education theory and classroom practice as well as placement of teacher candidates in cohorts. An ETS report[22] proposed clinical preparation experiences that offer opportunities for "Actual hands-on ability and skill to use . . . types of knowledge to engage students successfully in learning and mastery." Linda Darling-Hammond and J. Baratz-Snowden[23] proposed an extended clinical experience of at least 30 weeks that is carefully mentored and interwoven with coursework.

Examples of Evidence

On partnerships

a. Memoranda of understanding or data-sharing agreements with diverse P-12 and/or community partners
b. Evidence of tracking and sharing data such as hiring patterns of the school district/school or job placement rates contextualized by partners' needs
c. Evidence of actions that indicate combined resource allocation and joint decision-making, such as:
   - o program and course adjustments to meet partners' human capital and instructional needs
   - o stated characteristics and roles for on-site delivery of programmatic courses

On clinical faculty

d. Plans, activities, and results related to selection of diverse clinical educators and their support and retention, such as training and support protocols, including implementation data, with and for clinical educators in EPP programs

On clinical experiences

e. Performance data such as evidence of how candidates develop high-leverage instructional practices/ strategies, throughout their programs in diverse clinical settings, with continuous opportunities for formative feedback and coaching from high-quality and diverse clinical educators
f. Evidence that candidates integrate technology into their planning and teaching and use it to differentiate instruction
g. Evidence of candidates' graduated responsibility for all aspects of classroom teaching and increasing ability to impact all students' learning
h. Evidence of candidates' reflection upon instructional practices, observations, and their own practice with increasing breadth, depth, and intention with an eye toward improving teaching and student learning (e.g., video analysis of teaching, reflection logs)
i. Studies of the effectiveness of diverse field experiences on candidates' instructional practices
j. Other evidence, including reliable and valid measures or innovative models of high-quality partnerships, clinical educators, or clinical experiences

Standard 3:
CANDIDATE QUALITY, RECRUITMENT, AND SELECTIVITY

The provider demonstrates that the quality of candidates is a continuing and purposeful part of its responsibility from recruitment, at admission, through the progression of courses and clinical experiences, and to decisions that completers are prepared to teach effectively and are recommended for certification.

Plan for Recruitment
3.1 The provider presents plans and goals for strategic and recruitment outreach to recruit high-quality candidates from a broad range of backgrounds and diverse populations to accomplish their mission.

Recruitment of Diverse Teacher Candidates
3.2 The provider documents goals, efforts and results for the admitted pool of candidates that demonstrate the diversity of America's P-12 students (including students with disabilities, exceptionalities, and diversity based on ethnicity, race, socioeconomic status, gender, language, religion, sexual identification, and geographic origin).

Recruitment to Meet Employment Needs
3.3 The provider demonstrates efforts to know and address community, state, national, or regional or local needs for hard to staff schools and shortage fields, including STEM, English language learning, and students with disabilities.

Admission Standards Indicate That Candidates Have High Academic Achievement And Ability
3.4 The provider sets admissions requirements, including CAEP minimum criteria or the state's minimum criteria, whichever are higher, and gathers data to monitor applicants and the selected pool of candidates. The provider ensures that the average GPA of its accepted cohort of candidates meets or exceeds the CAEP minimum GPA of 3.0 and a group average performance in the top third of those who pass a nationally normed admissions assessment such as ACT, SAT or GRE.[24] The provider demonstrates that the standard for high academic achievement and ability is met through multiple evaluations and sources of evidence. If a program has a model that predicts effective teaching empirically as measured in reliable and valid ways, the cohort group floor must be above the mean of the predicted measure.

Additional Selectivity Factors
3.5 Provider preparation programs establish and monitor attributes beyond academic ability that candidates must demonstrate at admissions and during the program. The provider selects criteria, describes the measures used and evidence of the reliability and validity of those measures, and reports data that show how the academic and non-academic factors deemed important in the selection process and for development during preparation, predict candidate performance in the program and effective teaching.

Selectivity During Preparation
3.6 The provider creates criteria for program progression and monitors candidates' advancement from admissions through completion. All candidates demonstrate the ability to teach to college and career ready standards. Providers present multiple forms of evidence to indicate candidates' developing content knowledge, pedagogical content knowledge, and pedagogical skills, including the effective use of technology.

Selection At Completion
3.7 Before the provider recommends any completing candidate for licensure or certification, it documents that the candidate has reached a high standard for content knowledge in the fields where certification is sought, and can teach effectively with positive impacts P-12 student learning.

3.8 Before the provider recommends any completing candidate for licensure or certification, it documents that the candidate understands the expectations of the profession including codes of ethics, professional standards of practice, and relevant laws and policies.

Rationale

Educator preparation providers have a critical responsibility to ensure the quality of their candidates. This responsibility continues from purposeful recruitment that helps fulfill the provider's mission, to admissions selectivity that builds an able and diverse pool of candidates, through monitoring of candidate progress and providing necessary support, and to demonstrating that candidates are proficient at completion and that they are selected for employment opportunities that are available in areas served by the provider. The integration of recruitment and selectivity as EPP responsibilities to ensure quality is emphasized in a recent National Research Council report:[25]

> The quality of new teachers entering the field depends not only on the quality of the preparation they receive, but also on the capacity of preparation programs to attract and select academically able people who have the potential to be effective teachers. Attracting able, high-quality candidates to teaching is a critical goal.

The majority of American educators are White, middle class, and female.[26] A 2006 study reported 75 percent of teachers are female, 84 percent are White.[27] The makeup of the nation's teacher workforce has not kept up with the changing demographics. At the national level, students of color make up more than 40 percent of the public school population, while teachers of color are only 17 percent of the teaching force.[28] The mismatch has consequences. Goldhaber and Hansen[29] found that student achievement is positively impacted by a racial/ethnicity match between teachers and students.

While recruitment of talented minority candidates is a time- and labor-intensive process,[30] "teachers of color and culturally competent teachers must be actively recruited and supported."[31] Recruitment can both increase the quality of selected candidates and offset potentially deleterious effects on diversity from more selective criteria—either at admissions or throughout a program.[32] "Successful programs recruit minority teachers with a high likelihood of being effective in the classroom" and "concentrate on finding candidates with a core set of competencies that will translate to success in the classroom."[33] There is evidence that providers of alternative pathways to teaching have been more successful in attracting non-White candidates. Feistritzer reports alternative provider cohorts that are 30 percent non-White, compared with 13 percent in traditional programs.[34]

The 2010 NCATE Panel on Clinical Partnerships advocated attention to employment needs as a way to secure greater alignment between the teacher market and areas of teacher preparation.[35] The federal Department of Education regularly releases lists of teacher shortages by both content area specialization and state.[36] Some states also publish supply and demand trends and forecasts and other information on market needs. These lists could assist EPP programs in shaping their preparation program offerings and in setting recruitment goals.

There is a broad public consensus that providers should attract and select able candidates who will become effective teachers. The 2011 Gallup Phi Delta Kappan education poll[37] reported that 76 percent of the U. S. adult public agreed that "high-achieving" high school students should be recruited to become teachers. Another example is found in a recent AFT report on teacher preparation.[38] AFT seeks to "attract academically capable students with authentic commitment to work with children" and would set GPA requirements at 3.0, SATs at 1100 and ACT scores at 24.0.

Researchers conclude that academic quality, especially in verbal ability and math knowledge, impacts teacher effectiveness.[39] A study for McKinsey and Company[40] found that high-performing countries had a rigorous selection process similar to that of medical schools. Whitehurst[41] suggests that educator preparation providers should be much more selective in terms of their candidates' cognitive abilities. When looking at the cost of teacher selection, Levin[42] found "that recruiting and retaining teachers with higher verbal scores is five to ten times as effective per dollar of teacher expenditure in raising achievement scores of students as the strategy of obtaining teachers with more experience." Rockoff, Jacob, Kane, & Staiger[43] concluded that "teachers' cognitive and non-cognitive skills…have a moderately large and statistically significant relationship with student and teacher outcomes, particularly with student test scores."

In measuring teachers' cognitive and non-cognitive skills, researchers have found that both cognitive and non-cognitive factors "have a moderately large and statistically significant relationship with student and teacher outcomes, particularly with student test scores."[44] There is strong support from the professional community that qualities outside of academic ability are associated with teacher effectiveness. These include grit, the ability to work with parents, the ability to motivate, communication skills, focus, purpose, and leadership, among others. Duckworth et al[45] found "that the achievement of difficult goals entails not only talent but also the sustained and focused application of talent over time." A Teach for America study[46] concluded that a teacher's academic achievement, leadership experience, and perseverance are associated with student gains in math, while leadership experience and commitment to the TFA mission were associated with gains in English. Danielson asserts that "teacher learning becomes more active through experimentation and inquiry, as well as through writing, dialogue, and questioning."[47] In addition, teacher evaluations involve "observations of classroom teaching, which can engage teachers in those activities known to promote learning, namely, self-assessment, reflection on practice, and professional conversation." These "other" attributes and abilities lend themselves to provider innovation. Some providers might emphasize certain attributes because of the employment field or market for which they are preparing teachers.

Several researchers, including Deborah Ball in mathematics education, the MET study[48] on components of teaching, and skills approaches such as Lamov's Teach Like a Champion, assert there are important critical pedagogical strategies that develop over time. Henry,[49] Noell and Burns,[50] and Whitehurst[51] all found that, in general, teachers became more effective as they gained experience. Both research, as synthesized by the National Research Council,[52] and professional consensus, as represented by the Council of Chief State School Officers InTASC standards,[53] indicate that the development of effective teaching is a process.

There are various sets of criteria and standards for effective teaching and teacher education; many include performance tasks[54] and artifacts created by the teacher candidate.[55] These standards, like the ones the CAEP Commission has drafted, have a central focus on P-12 learning. Student learning should be a criterion for selecting candidates for advancement throughout preparation. The evidence indicators that appear below can be used to monitor and guide candidates' growth during a program. The Commission's draft standard 4 in this report is built around the ultimate impact that program completers have when they are actually employed in the classroom or other educator positions.

Many professional efforts to define standards for teaching (e.g., InTASC; CCSSO, NCTQ, and also rubrics for teaching in observational measures covered in the Gates foundation Measures of Effective Teaching study) recommend that candidates know and practice ethics and standards of professional practice as described in these national standards (such as those in InTASC standard 9 and 9(o)). The Commission recommends that CAEP strongly encourage additional research to define professional practices of P-12 educators, and how these practices, beliefs, and attitudes relate to student learning. (See also CAEP component 1.9 on equity responsibilities.)

However, many measures of both academic and non-academic factors associated with high-quality teaching and learning need to be studied for reliability, validity and fairness. CAEP should encourage development and research related to these measures. It would be shortsighted to specify particular metrics narrowly because of the now fast-evolving interest in, insistence on, and development of new and much stronger preparation assessments, observational measures, student surveys, and descriptive metrics. Instead, CAEP should ask that providers make a case that the data used in decision-making are valid, reliable and fair. States and localities are developing their own systems of monitoring and both providers and CAEP should obtain the data from these systems, where available, to use as valuable external indicators for continuous improvement.

Examples of Evidence

On recruitment:

a. Strategic recruitment plans to achieve the EPP mission, taking account of employment opportunities for its completers, needs to serve increasingly diverse populations, and meeting needs for STEM, ELL, special education and other shortage areas
   - o Plans define outreach efforts to locate and target high-quality applicants from a broad range of backgrounds and diverse populations
   - o Plans contain specific numerical goals and base data
   - o Progress is monitored and analyzed annually
   - o Judgments are made about the adequacy of progress toward recruitment goals
   - o Data are used to make changes in recruitment efforts
   - o Movement of resources toward the identified areas and away from low need areas is monitored
   - o Evidence of marketing and recruitment to high schools and colleges that are racially and culturally diverse and reflecting opportunities and needs in areas of shortages
   - o Evidence of collaboration with other providers, states, and school districts could be an indicator of outreach and provide an awareness of employment needs and opportunities

On Admissions In Addition To The CAEP Floor Described In Component 3.4:

b. Providers set other admissions requirements such as:
   - o High school course taking indicating rigorous courses (e.g., Advanced Placement, higher level math and languages)
   - o Academic awards achieved

On Nonacademic Factors At Admissions Or During The Preparation Experiences:[56]

c. Programs demonstrate how they assess non-academic qualities of candidates and how these qualities relate to teacher performance. Examples might include student self-assessments, letters of recommendation, Interviews, essays, leadership, surveys, Gallup measures, Strength finder 2/0, Meyers-Briggs, and personality tests
d. Other examples illustrate candidate commitment and dispositions, such as (1) teaching, volunteerism, coaching, civic organizations, commitment to urban issues; (2) content related, goal oriented, data-driven, contributions/ value-add to current employer or organization; (3) mindsets/ dispositions/ characteristics such as coachability, empathy, teacher presence or "withitness," [57] cultural competency, collaboration, beliefs that all children can learn; or (4) professionalism, perseverance, ethical practice, strategic thinking, abilities to build trusting, supportive relationships with students and families

During Preparation:

e. The edTPA test,[58] Renaissance, Teacher Work Samples. Sample measures that often appear in these forms of assessment are:
   - o Differentiated instruction based on group and subgroup results on teacher created or standardized assessments (ELL, special education, gifted, high-needs students, etc.)
   - o Evidence of differentiated instruction in response to student test data
   - o Evidence of teacher reflection on practice.
f. Analysis of video recorded lessons with review and evaluation using rubrics, rater rules and agreement levels
g. Observation measures with trained review procedures, faculty peer observations with rubrics
h. Appropriate performance measures, including those required by a state
i. Content knowledge assessments, standardized test data and general education and content course grades throughout the program with at least a 3.0 average and 3.5 in practica courses
j. Assessments of specialized abilities when appropriate, such as math content tests or ability to teach reading (as applicable to reading and other content teachers)
k. Data provided by states on student achievement, teacher observations, student and employer surveys (NOTE: see also the Commission's recommendations for Standard 4)
l. Evidence of candidate ability to design and use a variety of formative assessments with PK-12 students

At Completion

m. Provider criteria that qualify candidates for completion, with program performance documenting that all completers have reached a high standard for content knowledge
n. Provider criteria that qualify candidates for completion, with program performance documenting that all completers can teach effectively with positive impact on P-12 student learning
o. Provider criteria that qualify candidates for completion, with program performance information indicating that all completers understand expectations set out in codes of ethics, professional standards of practice, and relevant laws and policy

Standard 4:
PROGRAM IMPACT

The provider demonstrates the impact of its completers on P-12 student learning, classroom instruction and schools, and the satisfaction of its completers with the relevance and effectiveness of their preparation.

Impact on P-12 student learning

4.1 The provider documents, using value-added measures where available, other state-supported P-12 impact measures, and any other measures constructed by the provider, that program completers contribute to an expected level of P-12 student growth.

Indicators of teaching effectiveness

4.2 The provider demonstrates, through structured and validated observation instruments and student surveys, that completers effectively apply the professional knowledge, skills and dispositions that the preparation experiences were designed to achieve.

Satisfaction of employers

4.3. The provider demonstrates, using measures that result in valid and reliable data, and including employment milestones such as promotion and retention, that employers are satisfied with the completers' preparation for their assigned responsibilities in working with P-12 students.

Satisfaction of completers

4.4 The provider demonstrates, using measures that result in valid and reliable data, that program completers perceive their preparation was relevant to the responsibilities they confront on the job and that the preparation was effective.

Rationale

CAEP Commission standards 1 through 3 address the preparation experiences of candidates, their developing knowledge and skills, and their abilities at the point of program completion. Candidate progress and faculty conclusions about the readiness of completers at exit are direct outcomes of the provider's efforts.

By contrast, Standard 4 addresses the results of preparation programs at the point where they matter—the classroom teaching and other educator responsibilities in schools. Knowing results, learning from that knowledge, and turning the information back to assess the preparation experiences are the expected responsibilities of every provider. The Baldrige education award criteria place 45 percent (450 of 1000) of their rating points on results. Student results and operational effectiveness are a significant component of those points. For a preparation provider, the student results have a dual meaning: first, candidate mastery of the knowledge and skills necessary for effective teaching, and second teaching that has positive effects on P-12 student learning.

The paramount goal of providers is to prepare candidates who will have a positive impact on P-12 students. Impact can be measured in many ways, and one being adopted by several states and districts is known as "value-added modeling." A large Gates' supported research effort, the Measures of Effective Teaching (MET) project, provides useful guidance about the circumstances under which this model can most validly be used. These new findings are consistent with those noted in Preparing Teachers: Building Evidence for Sound Policy (NRC, 2010):[59] "Value-added models may provide valuable information about effective teacher preparation, but not definitive conclusions, and are best considered together with other evidence from a variety of perspectives."

The MET study also provides empirical evidence not previously available about structured teacher observations that employ videotapes and specific evaluation protocols, and it found that "student perception surveys provide a reliable indicator of the learning environment and give voice to the intended beneficiaries of instruction."[60] Beyond these sources of evidence, some providers will develop close collaborative relationships with districts in which their completers are employed and construct case studies that examine completers' impacts on student learning. (NOTE: In addition, the Commission is still considering advice about appropriate conditions for use of evidence, as explained earlier in this report.)

Satisfaction measures such as employer surveys can provide useful feedback about completer performance. The Commission recommends that CAEP encourage more consistent use of employer surveys, and collaborate with states and other stakeholders to create more descriptive and more reliable instruments. In addition, the actual employment trajectories of completers—their retention, their promotion, their changing responsibilities—are useful indicators of employer satisfaction. Completer surveys are another source of program impact information. These can describe completer perceptions of the relevance and utility of aspects of their preparation as they view them in their day to day responsibilities.

An exemplary provider will be able to demonstrate superior impact on P-12 students and also the links between program characteristics and P-12 impact. The rationale for this exemplary distinction is that exemplary providers contribute to current P-12 achievement through the work of their own completers and to future P-12 achievement by serving as a model for other providers. (See CAEP Levels of Accreditation in the recommendations, below.)

Examples of Evidence

P-12 student learning

a. Value-added measures of P-12 student learning that can be linked with teacher data
b. State supported measures that address P-12 student learning that can be linked with teacher data
c. Case studies of completers that demonstrate the impacts of preparation on P-12 student learning and can be linked with teacher data

Employer satisfaction

d. Employer surveys and/or focus groups
e. Completer retention
f. Completer promotion and employment trajectory

Observations and surveys

g. edTPA for in-service teachers (when an in-service version becomes available, or if/when other assessments that provide valid and reliable information about in-service teaching are available)
h. Observations by credentialed evaluators of in-service teachers (e.g., Classroom Assessment Scoring System (CLASS) developed by Bob Pianta and Bridget Hamre; Framework for Teaching, developed by Charlotte Danielson)
i. P-12 student surveys

Completer satisfaction

j. Completer surveys and/or focus groups

Standard 5:
PROVIDER QUALITY, CONTINUOUS IMPROVEMENT, AND CAPACITY

The provider maintains a quality assurance system comprised of valid data from multiple measures, including evidence of candidates' and completers' positive impact on P-12 student learning and development. The provider supports continuous improvement that is sustained, evidence-based, and that evaluates the effectiveness of its completers. The provider uses the results of inquiry and data collection to establish priorities, enhance program elements and capacity, and test innovations to improve completers' impact on P-12 student learning.

Quality and Strategic Evaluation

5.1 The provider's quality assurance system demonstrates capacity to address all CAEP standards and investigates the relationship between program elements and candidate outcomes to improve graduates' impact on P-12 student learning.

5.2 The provider's quality assurance system relies on relevant, verifiable, representative, cumulative, and actionable measures, and produces empirical evidence that interpretations of data are valid and consistent. The system generates outcomes data that are summarized, externally benchmarked, analyzed, shared widely, and acted upon in decision-making related to programs, resource allocation, and future direction.

5.3 The provider's quality assurance system is comprised of multiple measures that can monitor candidate progress, completer achievements and the provider's operational effectiveness. These include measures of program outcomes for:

- Completer or graduation rates;
- Ability of completers to meet licensing (certification) and any additional state accreditation requirements;
- Ability of completers to be hired in education positions for which they are prepared; and
- Student loan default rates.

Continuous Improvement

5.4 The provider regularly and systematically assesses performance against its goals and relevant standards, tracks results over time, tests innovations and the effects of selection criteria on subsequent progress and completion, and uses results to improve program elements and processes. Available evidence on academic achievement of completers' P-12 students is reported, analyzed, and used to improve programs and candidate performance. Leadership at all levels is committed to evidence-based continuous improvement.

5.5 The provider assures that appropriate stakeholders, including alumni, employers, practitioners, school and community partners, and others defined by the provider are involved in program evaluation, improvement, and identification of models of excellence.

Capacity

5.6 The provider assures continuing quality of curricula; educators (faculty); facilities, equipment, and supplies; fiscal and administrative capacity; student support services; recruiting and admissions practices; academic calendars, catalogs, publications, grading policies, and advertising; measures of program length and objectives; and student complaints.[61]

Rationale

Effective organizations rely on evidence-based quality assurance systems characterized by clearly articulated and effective processes for defining and assuring quality outcomes and for using data in a process of continuous improvement. A robust quality assurance system ensures continuous improvement by relying on a variety of measures, establishing performance benchmarks for its measures (with reference to external standards where possible), seeking the views of all relevant stakeholders, sharing evidence widely with both internal and external audiences, and using results to improve policies and practices in consultation with partners and stakeholders.[62]

Ultimately the quality of an educator preparation program is measured by the abilities of its completers to have a positive impact on P-12 student learning and development.[63] Program quality and improvement are determined, in part, by characteristics of candidates that the provider recruits to the field; the knowledge, skills, and professional dispositions that candidates bring to the program and acquire during the program; the relationships between the provider and the schools where its candidates receive clinical training; and subsequent evidence of completers' impact on P-12 student learning[64] in schools where they ultimately teach. To be accredited a preparation program must meet standards on each of these dimensions and demonstrate success in its own continuous improvement efforts.

Effective quality assurance systems rely on multiple measures and include a clearly articulated and effective process for defining and assuring quality outcomes. Reasons for the selection of each measure and the establishment of performance benchmarks for individual and program performance, including external points of comparison, are made clear. Providers show evidence of the credibility and dependability of the data that inform their quality control systems, as well as evidence of ongoing investigation into the quality of evidence and the validity of their interpretations of that evidence. Providers must present empirical evidence of each measure's psychometric and statistical soundness (reliability and validity).[65]

Continuous improvement systems enable programs to quickly develop and test prospective improvements, deploy what is learned throughout the organization, and add to the profession's knowledge base and repertoire of practice.[66] CAEP should encourage providers to develop new models for evaluating and scaling up effective solutions to problems in educator preparation. Research and development in the accreditation framework can deepen the knowledge of existing best practices and provide models of emerging innovations to transform educator preparation.[67]

A provider must have the capacity to support the desired program and candidate outcomes.[68] Core program elements include curriculum, faculty/educators, administrative and financial support, and candidate services that support candidates' ability to positively impact P-12 student learning. The adequacy and effectiveness of these elements in relation to candidate outcomes must be investigated as part of the quality assurance system.

Examples of Evidence

Quality Assurance System

a. The quality assurance system demonstrates capabilities to compile, store, access, manage, and analyze data from diverse sources, including:
   - o multiple indicators from standards 1, 2, and 3 of candidate developing knowledge and skills from recruitment and admissions, during the preparation experience, and measures that inform provider decisions at candidate completion, including assessments of candidate performance such as licensure tests and evaluations of student teaching/ internship;
   - o feedback from standard 4 on completers, employer satisfaction surveys, completer retention and employment milestones, state data on the academic achievement of completers' P-12 students, program completers own evaluation of their level of preparedness, and other sources that provide useful information on professional performance; and
   - o documentation of program outcomes from standard 5 such as the proportions of a candidate cohort who complete, who are licensed or certified, who are placed in education positions for which they have prepared, and the student loan default rate.

Use of Quality Assessment and Descriptive Measures

b. Practices for investigating the quality of data sources and efforts to strengthen and improve the overall quality assurance system
c. Processes for testing the reliability and validity of measures and instruments used to determine candidates' progress through the preparation program, at completion of the program, and during the first years of practice. The evidence should meet accepted research standards for validity and reliability of comparable measures and should, among other things, rule out alternative explanations or rival interpretations of reported results.
    - Validity can be supported through evidence of:
        - Expert validation of the items in an assessment or rating form (content validation)
        - Agreement among findings of logically-related measures (convergent validity)
        - A measure's ability to predict performance on another measure (predictive validity)
        - Expert validation of performance or of artifacts (expert judgment)
        - Agreement among coders or reviewers of narrative evidence
    - Reliability in its various forms can be supported through evidence of:
        - Agreement among multiple raters of the same event or artifact (or the same candidate at different points in time)
        - Stability or consistency of ratings over time
        - Evidence of internal consistency of measures
d. Documentation that data are shared with both internal and external audiences and the use of data for program improvement.

Continuous Improvement Process

e. Documentation of innovations that have been tested and improvements that have been made
f. Examples of leadership commitment to continuous improvement such as planning and implementing change
g. Documentation of stakeholder involvement in the provider's assessment of the effectiveness of programs and completers

Capacity

h. Curriculum that reflects current needs in P-12 schools as well as national and P-12 state and/or college and career ready standards
i. Quality of faculty members and/or other staff, including the range of relevant experiences such as academic qualifications; P-12 teaching experience and involvement in P-12 schools and districts; and course evaluations by candidates, teaching awards, or P-12 educator feedback to indicate their effectiveness as teachers
j. Facilities that support teaching and learning.
k. Fiscal and administrative resources that support programs and P-12 school partnerships; that develop expertise in new assessments (e.g., edTPA, teacher work samples); that support professional development for content area scholarship and expertise in new technologies, pedagogies, and curriculum (e.g., Common Core State Standards); and that support collaborative inquiry to make decisions regarding priorities and their implementation
l. Candidate support services such as academic advising services, and counseling center services
m. Provider's recruiting and admissions policies and practices, academic calendars, catalogs, publications, grading, and advertising
n. Information that describes the length and objectives of programs
o. Policies for handling candidate complaints and examples of complaints and their disposal
p. Review of any state actions on the institution or program, or any concerns that have come to the state's attention

Additional Recommendations of the CAEP Commission

The CAEP Commission was also charged with determining what information would be reported to the public, how often programs are reviewed and monitored, and what the levels of accreditation would be.

Commission members were guided in their work by analyses of recent trends and promising practices in accreditation.[69] In particular, the members put the most weight on student learning outcomes, referring to both candidate outcomes and P-12 student outcomes. In addition, however, Commissioners included consideration of program characteristics that would be expected to ensure and enhance quality, and that would support fair treatment of candidates.

CAEP Commission Recommendations On
ANNUAL REPORTING AND CAEP MONITORING

The Commission recommends that CAEP gather the following data and monitor them annually from all providers:

Measures Of Program Impact:

1. Impact on P-12 learning (data provided for component 4.1 that include value-added measures in states where they are available, as well as other state-supported P-12 impact measures and/or provider measures)
2. Indicators of teaching effectiveness, including structured observations for evaluation and student surveys on teacher interactions (data provided for component 4.3)
3. Results of employer surveys, and including retention (annually and across five and ten year periods) and employment milestones (data provided for component 4.2, on a 2-year floating average)
4. Results of completer surveys (data provided for component 4.4, on a 2-year floating average)

Measures Of Program Outcomes:

5. Graduation rates (data provided for component 5.3 on program outcomes)
6. Ability of completers to meet licensing (certification) and any additional state requirements (e.g., through acceptable pass rates on state licensure exams; data provided for component 5.3 on program outcomes)
7. Ability of completers to be hired in education positions for which they have prepared (by certification area; data provided for component 5.3 on program outcomes)
8. Student loan default rates (on a 3-year floating average; data provided for component 5.3 on program outcomes)

The Commission recommends that CAEP identify significant amounts of change in any of these indicators that would prompt investigation to initiate (1) adverse action that could include revocation of accreditation status or (2) recognition of eligibility for a higher level of accreditation. In addition, the Commission recommends that CAEP include these data as a recurring feature in the CAEP annual report.

Indicators (1) through (4) are in-service measures of quality that are broadly consistent with recommendations from the National Research Council[70] regarding the incorporation of value-added measures, satisfaction and employment milestone measures from employers, and preparation satisfaction from program completers. Indicators (5) through (8) are intended to ensure the fair treatment of candidates and completers, so that candidates accepted to an educator preparation program would have specific information about chances for completion, licensure, finding a job in field for which they prepare, and student loan default rates.

As seen by the Commission, these data and their annual review serve a variety of purposes. They are incentives for providers to routinely gather, analyze and report critical data about their programs as one means for public accountability and transparency. Such data encourage more in-depth evaluation, self-interrogation, and reporting on the full breadth of standards and components. Employers and prospective applicants for admission need this kind of information in user-friendly, transparent, forms.

For CAEP, itself, there are many uses:

- The data will become the foundation of a national information base that increases in value over time.
- The data can send an alert to CAEP that trigger points have been exceeded so that closer inspection of a provider's preparation program should be scheduled. (See the explicit provision in the recommendation, above, for indicators of change that would prompt investigation to initiate (1) adverse action that could include revocation of accreditation status or (2) recognition of eligibility for a higher level of accreditation.)
- They will be a source of information for CAEP's annual report, will complement descriptive measures for all accredited providers, facilitate monitoring of trends over time, allow analysis of preparation patterns for different subgroups of institutions (e.g., state, regional, urban, rural), and be a resource for identifying benchmark performances.

The database will enable CAEP to report on the progress of continuous improvement not just for an individual provider but for educator preparation across all accredited providers.

CAEP Commission Recommendations On
LEVELS OF ACCREDITATION

The Commission proposes four levels of accreditation decisions:

1. denial of accreditation—for providers that fall below threshold in two or more standards
2. probationary accreditation—awarded to providers that meet or surpass the threshold in four standards, but fall below in one of the standards
3. full accreditation—awarded to providers that meet all five standards at the CAEP-established thresholds
4. exemplary or "gold" accreditation—awarded to a small number of providers that meet the threshold classification set for all five standards and surpass the threshold for a combination of standards

The Commission also recommends that CAEP accreditation be based on a judgment that the provider's accreditation evidence meets a designated "threshold" for each of the five standards recommended by the Commission. To achieve full accreditation, all components for standard 4 on Program Impact and components 5.4 and 5.5 on continuous improvement must reach an "operating" threshold for evidence.

The Commission proposes four levels of accreditation decisions. The first three would be "denial," "probationary," and "full accreditation." The fourth or highest level would be the Commission's vision for an exemplary or "gold" accreditation. Such a designation would break a new path in accreditation, giving visibility to attainment of a superior level of performance.

The Commission recommends that CAEP establish "threshold" classifications that define evidence from "beginning" to "leading" for each component. The threshold would be set on the basis of CAEP's experience in identifying and updating evidentiary measures that represent best current practice in provider performance. Threshold classifications would be defined by rubrics that describe both characteristics of the evidence and markers of performance. Each component of each standard would contribute to the composite evaluation for the standard.

The generic classification definitions are illustrated in the following example:

- beginning: a plan is in place for gathering data or identification of metrics and initial data collection has begun
- developing: actual data collection has been completed for at least a year and studies to examine and verify the data are underway
- operating: studies to examine and verify the data are completed, there is some reliability evidence, and data are available for more than one year. Data demonstrate performance markers meeting a threshold requirement, and data have been used for at least one cycle of evaluation, analysis, and subsequent improvement decisions

- leading: data are available for several years, with completed validity and reliability information about the use and interpretation of the data. The actual values of the data are higher than for the "operating" threshold, and data are routinely used to evaluate and improve preparation

A CAEP decision to award full accreditation would signal that the provider's efforts and results substantially comply with the rigorous levels recommended by the Commission. Accreditation could be achieved if there are some areas where component evidence fails to reach the set threshold, with two exceptions. Meeting the "operating" threshold criteria would be required for:

- all components of standard 4 on program impact, and
- components 5.4 and 5.5 on continuous improvement.

Achieving an exemplary CAEP accreditation decision would signal that the provider's evidence meets the "leading" classification for a specified number of standards, including standard 4 on program impact and standard 5 continuous improvement components.

Commissioners are aware that program impact data are not universally available. Asking providers to develop data collection systems individually raises challenges of costs, efficiency, and comparability of data. In the short term, CAEP must work with states and providers to develop the necessary information metrics and systems to gather data. CAEP collaboration with States and providers, and federal support through initiatives in statistics, research, and resources are necessary.

The qualities of evidence might be improved through actions of the provider, with the maturing of its quality assurance system and use of data for continuous improvement. However, Commissioners anticipate that, over time, the information available for accreditation decisions will grow much stronger, permitting a gradual shift in CAEP's evidentiary expectations. The Commissioners especially draw attention to the statement in President Cibulka's covering letter for this report:

> As the knowledge base improves, CAEP standards and the evidence we use to measure performance against those standards can be revised to reflect what truly matters in producing effective teachers who improve P-12 student learning.

The anticipated revisions over time will enable CAEP to rely more on program outcomes and performance results, and less on inputs and processes to make its judgments.

The Commission proposes that CAEP undertake decisive steps to design and test this approach for exemplary accreditation over a specific timeline. The Commission's vision for exemplary accreditation status may be implemented in a variety of ways, but it must be merited by performance beyond the rigorous expectations for full accreditation that the Commission is recommending, with the aspiring institutions displaying evidence that they have achieved a good number of "leading" evidence threshold ratings. A two level review process in which the second level would employ a special panel of peers to evaluate the higher performance expectations might be considered as a means of awarding exemplary status.

The CAEP design and test initiative for awarding exemplary status should engage appropriate technical and teacher education experts. It should refine and calibrate rubrics to guide designation of exemplary or "gold" level accreditation, and conduct validity and reliability studies of the judgments inherent in those decisions.

While the system for reaching exemplary-level accreditation decisions is under development, the Commission recommends that the CAEP Accreditation Council consider an interim process for recognizing truly outstanding preparation programs.

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CAEP Council for the Accreditation of Educator Preparation

2010 Massachusetts Ave., NW, Suite 500 • Washington, DC 20036 • (202) 223-0077 • http://caepnet.org

CCSSO RECOMMENDATIONS AND POLICY PROPOSAL FOR TEACHER PREPARATION PROGRAMS

RECOMMENDATIONS FOR LICENSURE

CCSSO 1 - States will revise and enforce licensure standards to support more demanding content and critical thinking standards.

A. ***Idaho is working to ensure that candidates develop a deep understanding of the critical concepts and principles of their discipline to advance learning of all students toward attainment of college and career readiness standards:***

a. Common Core implementation and effective instructional technology to support 21st century learning embedded in Framework for summative performance assessment of candidates. (CAEP 1.1 – 1.9)

b. Pre-service standards for technology use, ELA across the curriculum and mathematical thinking created, and evidence of implementation will be a critical factor in ongoing state approval for the preparation of teachers (CAEP 1.1)

PROPOSED FOR FURTHER DISCUSSION-DEEPER CONTENT KNOWLEDGE

a. Degree must be in field of study, not a general teaching degree. (CAEP 1.1.)
   - Liberal Arts major for elementary
   - Major in content discipline required for secondary
   - No “education” majors so that candidates existed prior to certification will have a viable degree

B. Idaho is working to ensure that effective partnerships and high quality clinical practices are central to preparation; candidates develop the knowledge, skills and disposition necessary to demonstrate positive impact on student learning:

a. Regular state review of clinical practice policies and quality of candidate experience will begin in 2014. (CAEP 2.1 &2.2)
b. Proof of Proficiency required for supervisors and cooperating teachers in order to effectively assess and guide candidate practice . (CAEP 2.2)
c. Summative assessment with proof of minimum “basis” ranking to include review of growth on Student Learning Objectives. (CAEP 2.2)
d. Selection process, criteria, training, proof of proficiency in effective teaching for cooperating teachers and supervisor faculty (CAEP 2.2)

PROPOSED FOR FURTHER DISCUSSION- STRONGER CLINICAL PRACTICES

e. Faculty/instructors must have practical experience in the field (perhaps Board action could include this as acceptable tenure track credit load). (CAEP 2.2)

f. Faculty should be the supervisors, not adjuncts.
g. Compensation to teachers in the field who provide the mentoring; revenue from extra fees charged to students in the program.

C. PROPOSED FOR CONSIDERATION – RIGOROUS PROGRAM REQUIREMENTS

a. Interviews of students prior to being admitted. CAEP 3.5 & 3.6)
b. Disposition screening as a requirement (CAEP 3.5 & 3.6)
c. GPA - May agree to 2.75 entrance standards into the program, but GPA within the program must be maintained at a standard of 3.0 or above; a pre-requisite for student teaching. (CAEP 3.4 & 3.6)

CCSSO 2 – States will influence the development of innovative licensure performance assessments that include multiple measures of performance and potential to impact student achievements and growth.

A. Idaho is developing measures to ensure that candidates can demonstrate impact on student learning, classroom instruction and the relevance of their preparation.

a. In order for candidates to be recommended for certification, a summative assessment using the Framework must be successfully passed to include: proof of minimum "Basic" ranking across all four domains and a review of candidate impact on students achievement through growth, measured through Student Learning Objectives. (CAEP 4.1 & 4.2)
b. Development of a professional development plan based on the summative assessment (Framework) to ensure on-going professional learning in order for candidates to be recommended for certification. (CAEP 4.1 & 4.2)

(Performance Assessment using the Framework for Teaching will be the foundation for an ongoing Individualized Professional Learning Plan. Data collected will be captured as part of the longitudinal data base on teacher performance and used a measure of IHE performance. These processes are applicable to traditional or non-traditional preparation programs.)

CCSSO 3 –States will create multi-tiered licensure systems aligned to a development continuum that reflects expectations and assessments that are linked to evidence of student achievement and growth.

A. Idaho is working toward the development of a multi-tiered system for certification

a. Three year period of novice licensure that requires specified coursework and performance measures. (CAEP 4.3 & 4.4)
b. Successful completion of the novice licensure phase, including verifiable teaching proficiency, will allow teachers to move on to full licensure. (CAEP 4.3 & 4.4)

c. Required coursework during this period may include *Mathematical Thinking for Instruction, Literacy , and Problem Based Learning Strategies to ensure sustainable and successful integration of the common core*
   i. Idaho- approved IHEs should be the designated as providers for this coursework, bridging the gap between pre-service and in-service and providing opportunities for IHEs to gather data on candidate and employer satisfaction
d. Strengthens the connection between K-12 and Higher Ed and supports the critical concepts behind prolonged internships and mentoring. IHE involvement and oversight of professional development and formal performance assessments will inform teacher effectiveness data to be linked to student achievement data and prep program data. (CAEP 4.3 & 4.4)
e. Idaho has developed Teacher Leader endorsements to support tiered structure.

CCSSO 4 - States will reform current state licensure systems so they are more efficient, have true reciprocity across states, and so that their credentialing structures support effective teaching and leading toward student college- and career-readiness.

A. ***Idaho will continue to work through the NASDTEC Interstate Agreement Committee with all states to inform processes.***

RECOMMENDATIONS FOR APPROVING EDUCATOR PREPARATION PROGRAMS

CCSSO 5 and 6 – States will hold preparation programs accountable by exercising the state's authority to determine which programs should operate and recommend candidates for licensure, including establishing a clear and fair performance rating system *AND* States will adopt and implement rigorous program approval standards.

A. ***Idaho is in the process of developing a quality assurance system comprised of valid data from multiple measures is in place that informs continuous improvement and evaluates the effectiveness of its completers.***
   a. First State Review to initiate 2-3 year cycle begins in fall 2014. Specific state reviews will be key in providing recommendations to the Professional Standards Commission for ongoing approval of Idaho teacher preparation programs. (CAEP 5.1, 5.2, 5.3, 5.4)
   b. Data from the state longitudinal database matching student achievement with teacher performance by preparation program will be a significant factor in program approval. (CAEP 5.1, 5.2, 5.3, 5.4)
   c. An updated training manual for Program Reviewers in currently in revision to ensure fidelity and consistency in reviewing individual programs across the state.

Teacher effectiveness measures and longitudinal data will link student achievement and back to preparation programs. (CAEP 5.1, 5.2, 5.3, 5.4)

d. Proposing that SBOE designated representatives may participate in state-specific program approval reviews to ensure that the unit is supporting faculty in meeting requirements. Once finalized, this process will be required of non-traditional preparation programs in addition to university programs.

CCSSO 7 - States will require alignment of content standards to PK-12 student standards for all areas in which candidates seek licensure areas.

*A. **Current Professional Standards Commission practice ensures that a minimum of 20% of the P-12 Standards are reviewed annually to ensure alignment.***

CCSSO 8 - States will provide feedback, data, support, and resources to preparation programs to assist them with continuous improvement and to act on any program approval or national accreditation recommendations.

*A. **Idaho is working toward linking student achievement back to preparation programs, but other sources of data and support are to be determined according to resources.***

RECOMMENDATIONS FOR DATA COLLECTION, ANALYSIS, AND REPORTING

CCSSO 9 - States will develop and support state-level governance structures to guide confidential and secure data collection, analysis, and reporting of PK-20 data and how it informs educator preparation programs, hiring practices, and professional learning. Using stakeholder input, states will address and take appropriate action, individually and collectively, on the need for unique educator identifiers, links to non-traditional preparation providers, and the sharing of candidate data among organizations and across states.

*A. **Idaho has developed a longitudinal data system with the capability of reporting across the PK-20 continuum***

a. Idaho proposes consistent assessment of, and longitudinal data from, all teachers whether traditionally or non-traditionally prepared.

*B. **Idaho intends to continue the work with other states on sharing information***

a. The National Association of State Directors of Teacher Education and Certification will be drafting recommendations for the 2015 iteration of the Interstate Agreement signed by all but 4 states. In October 2012, The Executive Board agreed to make it a goal for 2013 to gather feedback related to common preparation standards for initial licensure to determine how these might also become a part of the next revision *of the Agreement. These recommendations* *will be incorporated into the draft 2015-2020 agreement and presented at the 2014 Conference.*

CCSSO 10- States will use data collection, analysis and reporting of multiple measures for continuous improvement and accountability of preparation programs.

A. **Idaho is working toward developing a *quality assurance system comprised of valid data from multiple measures is in place that informs continuous improvement and evaluates the effectiveness of its completers.***
    a. Reporting/Accountability - Idaho has a plan in place to collect multiple measures of candidate effectiveness and track ongoing improvement within preparation programs. The next step is to apply the same metric to non-traditional providers.
    b. A template or "Report Card" will be developed and required of each preparation program approved in Idaho to ensure transparency. (CAEP 5.1, 5.2, 5.3, 5.4)

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BOISE STATE UNIVERSITY

SUBJECT

Approval of New Self-support Educational Specialist (Ed.S.) in Educational Leadership with a Superintendent Endorsement

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 new self-support program that will award an Education Specialist degree (Ed.S.) in Educational Leadership. Successful graduates of this program will be recommended to the Idaho State Department of Education for the Idaho Superintendent endorsement.

BSU's program was created in response to an increasing national call for a new approach to educational leadership preparation at both the district and school level. As was articulated in the recent 2012 report by the Task Force on Educator Preparation and Entry into the Profession, of the Council of Chief State School Officers:

> *"…leadership ranks second only behind instruction as a critical factor in student achievement and growth."*

The proposed program will be offered in Boise State University's regional service area. The program will be delivered face-to-face using a closed cohort model but will use a non-traditional approach that is fundamentally different from those currently offered in Idaho. It will target and recruit educators who have demonstrated leadership capacity or potential. Fifteen students will be admitted annually. The program will use a closed cohort structure to support the needs of adult learners and to facilitate a collaborative learning environment. Such an environment will foster a professional learning network that can support aspiring leaders during pre-service preparation and as they transition into district-level leadership roles.

BSU's integrated, standards-based curriculum will create transformational, "turnaround" leaders. In an integrated curriculum, students learn about specific aspects of school law and school finance, for example, as they learn about broader topics such as system-wide improvement of teaching and learning. The curriculum will be developed by a faculty team in consultation with practicing superintendents. The program will bridge the gap between theory and practice in three ways (i) A student-centered pedagogy will emphasize problem-based learning (an approach used in the medical field); (ii) All BSU faculty members have extensive, recent experience as practitioners; and (iii) Exemplary practicing superintendents will serve as formal mentors to each cohort, attending all class sessions.

In addition to providing an educational opportunity for aspiring educational leaders, the program will cause far-reaching improvements in PK-12 education in the state of Idaho by preparing graduates for the current complexities of district-level administrative positions and to make the essential changes to our educational system necessary to meet future challenges.

In his letter of support for the proposed program, Bob Lokken, Chair of the Education Alliance of Idaho and President & CEO of WhiteCloud Analytics, states:

> *"…I am passionate about growing Idaho's future economy. I believe that creating new leaders is essential to driving needed improvements in our K-12 public school system. We need to enhance our educational system to create graduates who have the skills necessary to fill jobs that will move our companies and economies forward. I fully support creating an Executive Educational Leadership program at Boise State University."*

The primary target market for the proposed program consists of individuals located in Idaho or adjacent states and,(i) who are presently principals or other educational administrators, (ii) are teachers who have earned a master's degree in another area (such as literacy), but desire to become administrators, increase their leadership skills, and/or earn an advanced degree, or (iii) are employed in a government agency (e.g., the State Department of Education). The target market will also include those who seek to be certified at the Superintendent level. The program will appeal to those who seek a program that utilizes a closed cohort format with an integrated curricular structure focused on transformational change, as opposed to a traditional curricular structure offered in a non-cohort format.

BSU's program will enhance leadership preparation in the state's rural school districts in several ways: (i) The program will be offered on a schedule that will enable a student from a rural district to travel to Boise for one weekend a month and for two weeks during the summer. (ii) Students participating in BSU's closed-cohort model will be in a strongly supportive group of students, resulting in lower attrition than those in an online program. (iii) A closed cohort model will provide a popular option for students who learn best in a face-to-face format. (iv) BSU's program will make use of practicing rural superintendents as contributors to the program.

Workforce need for Ed.S. graduates in Educational Leadership can be estimated using annual openings for the categories "Education Administrators, All Other" and "Education Administrators, Elementary & Secondary" where 54 annual openings are predicted statewide; and 10,330 annual openings are predicted nationally. These two categories will generally include the educational leadership positions for which the program will prepare students in any of the following jobs: Superintendent, Associate Superintendent, Assistant Superintendent, Director of Curriculum, Director of Federal Programs, Area or Region Directors, Directors of Elementary or Secondary Education, Director of Instruction, Director of Technology, Supervisor of Mathematics or Social Studies, etc. Additionally, the Idaho State Department of Education reported between 88%-90% of Idaho's superintendents would be eligible to retire between 2005 and 2015.

A survey sent to 415 high school principals and superintendents in the southwestern region of Idaho yielded 62 (or 15%) responses. Pertinent results from the survey are:

- 45.2% reported that they are likely to enroll in a college or university in the next three years to pursue a credential to enhance their professional skills and career
- 29.3% (i.e., 17 individuals) reported that they are likely to enroll in Boise State's Ed.S. degree program in the next three years

A subsequent survey, not described in the proposal, was sent in March, 2013, to 970 principals and superintendents in public and charter schools and districts throughout the state. Responses were received from 152, or 15.7%. Of the 127 respondents who identified themselves as not holding superintendent positions:

- 58% are interested in becoming a superintendent
- 69% are interested in pursuing an advanced degree in education, and three-quarters of those are interested specifically in an Educational Specialist degree
- 46% of those interested in pursuing an advanced degree (39 individuals) would prefer to enroll at BSU rather than at one of the other three institutions in Idaho

UI has objected to the proposed program, citing duplication with its own Ed.S. in Leadership program offered both face-to-face and online from UI's Boise Center. However, Board policy III.Z is very clear regarding the offering of programs that are not the statewide responsibility of any institution, and which are therefore the "Service Region Program Responsibility" of, in this case, BSU. BSU has fulfilled the conditions of policy III.Z by including the proposed program in its 5-year plan that was submitted in spring of 2012.

Furthermore, the closed-cohort delivery model of BSU's proposed program differs substantially from UI's traditional delivery model, and will therefore appeal to a different clientele. In addition, UI's program relies on traditional methods of recruiting, via advertising, etc., whereas BSU's program will make use of targeted recruiting, in which individuals with leadership potential are specifically sought out. The programs together would reach a substantially greater population than either recruiting method alone, with the result that a substantially greater proportion of district-level educational leaders in the state will receive advanced degrees.

Board policy III.Z identifies that Service Region Program shall mean an educational program to be delivered by the institution within its respective service region that meets regional educational and workforce needs. It further indicates that Service Region Program Responsibility shall mean an institution's responsibility to offer and deliver a Service Region Program to meet regional educational and workforce needs in its primary service region as defined in Section III.L.3. As identified in III.L.3., the Southwest Region is the program service region of BSU and the College of Western Idaho (CWI), and they are therefore considered the Designated Institutions.

It is the responsibility of the Designated Institution to plan for and determine the best means to deliver a Service Region Program, and they may plan and develop the capacity to offer a program within a service region where such program is currently being offered by another institution (the Withdrawing Institution) as follows:

1) The institution shall identify its intent to develop the program in the next update of its Institution Plan. The institution shall demonstrate its ability to offer the program through the requirements set forth in Subsection b.ii.1) above.

2) Except as otherwise agreed between the institutions pursuant to an MOU, the Withdrawing Institution shall be provided a minimum three (3) year transition period to withdraw its program.

BSU garnered support from the following entities and individuals for the proposed Ed.S. Educational Leadership program: Bob Lokken, WhiteCloud Analytics; Representative Paul Shepherd; Melissa Nickell, TVEP; Derick O'Neill, United Way; Rob Winslow, Idaho Association for School Administrators; Jim Everett, David Duro, Teresa Wood-Adams, YMCA; Jon Ruzicka, Capital High School; Mary Ann Ranells, Superintendent Lakeland School District; and Dr. Lonnie Barber, Superintendent, Blaine Co.,

IMPACT

BSU plans to charge $450 per credit hour taken. In the third year of the program (when the program is fully functional), two cohorts will be active (one that began in the second year and one that began in the third year), and BSU will teach, for those two cohorts, a total of five (5) courses of six (6) credits each. Conservatively, BSU estimates cohort size to be 15 students beginning in each cohort with attrition resulting in 10 graduates per cohort. Thus BSU will produce 378 student credit hours per year for a total gross income of $170,100.

ATTACHMENTS

Attachment 1 – EdS in Leadership Proposal and letters of support Page 7

STAFF COMMENTS AND RECOMMENDATIONS

Boise State University (BSU) proposes to create a new self-support program that will lead to an Education Specialist (Ed.S.) in Educational Leadership with a focus on preparing students for the Superintendent Endorsement. The program builds upon BSU's existing Master's degree program in Educational Leadership using a similar model to create a preparation program for district-level leaders. Students will complete five, six-credit modules to be taken over the course of five semesters.

BSU indicates that the proposed program will require a two-year commitment up front from students. This will be in the form of a verbal agreement with intention to complete the entire program. While there will be no penalties if a student chooses to drop out of the program, students would not be allowed to jump back into the cohort they left at a later date. Students would have to reapply to the program and begin again. Ideally, all successful students would complete the program in five consecutive semesters.

BSU's request to create a new self-support Educational Specialist degree in Educational Leadership is consistent with their Service Region Program Responsibilities and their Five-year Plan for Delivery of Academic Programs in the Southwest Region. Pursuant to III.Z., no institution has the Statewide Program Responsibility for Education. Currently, the only adjacent state to offer an Ed.S., in Educational Leadership is Montana State University. The following represents programs in Educational Leadership currently being offered:

Institution	Program Title	CIP Code	Degree Level/Certificate	College/Dept.	Location(s)	Regional/ Statewide	Method of Delivery
BSU	Educational Leadership	13.0401	M.Ed.	Education/ Curriculum, Instruction, and Foundational Studies	Boise	Regional	Traditional
ISU	Educational Leadership	13.0401	Ed D	Education	ISU Campus	Regional	Hybrid
ISU	Educational Leadership (Ed. Admin.)	13.0401	Ed D Emp.	Education	ISU Campus	Regional	Hybrid
ISU	Educational Leadership (Ed. Training & Dev.)	13.0401	Ed D Emp.	Education	ISU Campus	Regional	Hybrid
ISU	Educational Leadership (Higher Ed. Admin.)	13.0401	Ed D Emp.	Education	ISU Campus	Regional	Hybrid
ISU	Educational Administration	13.0499	Ed S	Education	ISU Campus	Regional	Hybrid

UI	Educational Leadership	13.0401	M.Ed.; Ed.S.Ed.Ldrshp.	ED	Boise, Coeur d'Alene, Moscow	Regional	Online, Hybrid, Face-to-Face

The proposal went through the program review process and was presented to the Council on Academic Affairs and Programs (CAAP) on February 28, 2013. The University of Idaho did not support the establishment of a new Ed.S., Educational Leadership program based on economics, effective use of state resources, and debatable need for another program in the state.

CAAP held significant discussion regarding the provisions provided in Board Policy III.Z. regarding an institution's right to first offer a program in their respective service region and how it applies to existing online educational programs. CAAP determined based on current, literal interpretation of Board Policy III. Z. to recommend BSU's proposal be moved forward to Instruction, Research, and Student Affairs (IRSA) committee. A roll call vote was taken as follows: 5 yes, 1 no, 3 abstain, and 1 no response.

While CAAP supported moving the program proposal forward, they concluded there are many complexities regarding Board Policy III.Z. and how it applies to program longevity, modality, program model and impact of program viability. CAAP determined that discussion with IRSA will be necessary regarding Board Policy III.Z. and the associated complications with online education. A roll call vote was taken as follows: 8 yes, 1 no and 1 abstain.

BSU also requests approval to assess a self-support fee consistent with Board Policy V.R.3.b.(v). Based on the information for self-support fees provided in the proposal, staff finds that the criteria have been met for this program. CAAP and Board staff recommends approval of the proposed self-support Ed.S. in Educational Leadership as presented.

BOARD ACTION

I move to approve the request by Boise State University to create a new self-support Educational Specialist degree in Educational Leadership.

Moved by __________ Seconded by __________ Carried Yes _____ No _____

I move to approve the request by Boise State University to designate a self-support fee for the Ed.S. in Educational Leadership in conformance with the program budget submitted to the Board in Attachment 1.

Moved by __________ Seconded by __________ Carried Yes _____ No _____

Institutional Tracking No. 12-05

Idaho State Board of Education

Proposal for **Graduate and Doctoral** Degree Program

Date of Proposal Submission:	November ~~10~~ 9, 2012
Institution Submitting Proposal:	Boise State University
Name of College, School, or Division:	College of Education
Name of Department(s) or Area(s):	Department of Curriculum, Instruction, and Foundational Studies

Program Identification for Proposed New, Modified, or Discontinued Program:

Title:	Executive Educational Leadership Program			
Degree:	Education Specialist in Educational Leadership with Superintendent Endorsement			
Method of Delivery:	Face to Face: closed cohort model.			
CIP code (consult IR /Registrar)	13.0401 Educational Leadership and Administration, General			
Proposed Starting Date:	Summer, 2013			
Indicate if the program is:		**Regional Responsibility**		~~Statewide Responsibility~~

Indicate whether this request is either of the following:

- [x] New Graduate Program
- [ ] New Doctoral Program
- [ ] New Off-Campus Graduate Program
- [ ] New Off-Campus Doctoral Program
- [ ] Contract Program/Collaborative
- [ ] Expansion of an Existing Graduate/Doctoral Program
- [ ] Consolidation of an Existing Graduate/Doctoral Program
- [ ] Discontinuation of an existing Graduate/Doctoral Program

College Dean (Institution)	Date 10/31/12	Vice President for Research **(as applicable)**	Date
Graduate Dean **(as applicable)**	1 Nov 2012	Academic Affairs Program Manager	Date 3/21/13
Chief Fiscal Officer (Institution)	Date 10/30/12	Chief Academic Officer, OSBE	Date 3/21
Chief Academic Officer (Institution)	Date 11/2/12	SBOE/OSBE Approval	Date
President	Date 11/4/12		

March 16, 2012
Page 1

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 discontinuation. 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 program, provide the rationale for the discontinuance. Indicate the year and semester in which the last cohort of students was admitted and the final term the college will offer the program. Describe the teach-out plans for continuing students.*

Boise State University proposes to create a new Executive Educational Leadership program that will award the Education Specialist degree (Ed.S.) in Educational Leadership. Candidates meeting all established Idaho Administrator Certificate and endorsement requirements as delineated in IDAPA 08.02.02.026.02 will be recommended to the Idaho State Department of Education for the Idaho Superintendent endorsement.

In addition to providing an educational opportunity for aspiring educational leaders, our program and its graduates will cause far-reaching improvements in PK-12 education in the state of Idaho. This will occur not only because our proposed program will prepare graduates of the program for the current complexities of district-level administrative positions, but it will also prepare them to make the essential changes to our educational system necessary to meet future challenges.

In his letter of support for the proposed program, Bob Lokken, President and CEO of WhiteCloud Analytics, states:

> *"…I am passionate about growing Idaho's future economy. I believe that creating new leaders is essential to driving needed improvements in our K-12 public school system. We need to enhance our educational system to create graduates who have the skills necessary to fill jobs that will move our companies and economies forward. I fully support creating an Executive Educational Leadership program at Boise State University. Allowing BSU to offer an Educational Specialist Degree that culminates in a School Superintendent certification, will create a competitive approach to higher education in producing real school leaders."*

Our program will use a non-traditional approach that is fundamentally different from those currently offered in Idaho. Specifically:

- The admission process will focus primarily on targeted recruitment of principals and teachers, as well as professionals from outside the field of education, who have demonstrated their potential for leadership.
- The program will use a closed cohort model.
- The curriculum will be organized and taught using an integrated, spiral design.
- Exemplary practicing school superintendents will serve as cohort mentors attending all class sessions.

The proposed program builds on the success of our current master's degree program in educational leadership, and will use a similar model to create a preparation program for district-level leaders. Preliminary analysis of a sample of Boise State graduates currently employed as principals or assistant principals demonstrates a far better than average level of effectiveness when compared to a national sample, with rankings ranging from the 75th percentile to the 87th percentile. Additionally, Boise State's educational leadership faculty, in collaboration with faculty in the Center for School Improvement and Policy Studies, recently received a grant for $3.8 million from the Albertson Foundation to develop leadership capacity in 49 school districts throughout the state. The funding of such a large-scale effort to serve the needs of in-service educators demonstrates a substantial level of confidence in the capabilities of the Boise State faculty.

2. **List the objectives of the program.** The objectives should address specific needs the program will meet. They should also identify and the expected student learning outcomes and achievements. *This question is not applicable to requests for discontinuance.*

The Need for a New Approach to Preparation for Idaho's Educational Leaders

In the past three decades, the role of school leaders has radically changed. Policy makers, taxpayers, parents, and other stakeholders are asking educational leaders to meet new expectations and demonstrate a greater level of effectiveness. They are required to not only manage schools and school systems, but also lead them through an era of profound social change that necessitates a fundamental rethinking of what schools do and how they do it. In short, they are called upon to lead in the redesign of the public education system. In the early years of standard-based education such transformational leadership was the focus of principal preparation programs; however, it is now widely acknowledged that transformational and instructional leadership at the school level will not be fostered or sustained without expecting the same type of leadership at the district level (Fullan, 2005; Honig et.al., 2010; Spovitz, 2006).

Traditional preparation programs have been critiqued as having low admission standards and as offering an irrelevant, theory-heavy curriculum; offering inadequate field experiences; providing a weak research base; and relying on a faculty composed of too many adjunct professors, professors with minimal experience as school administrators, or professors who have been out of the PK-12 field for several years. Nationally, a comprehensive study of preparation programs found that only 2% of education faculty members have been superintendents (Levine, 2005).

Traditional university-based leadership preparation programs have been slow to change, and they therefore continue to graduate aspiring leaders who are ill-prepared to meet the new requirements of the job (Levine, 2005; Davis, Darling-Hammond, LaPointe, & Meyerson, 2005). According to Public Agenda survey data, 80% of practicing school superintendents report that their preparation programs did not prepare them for the realities of the job (Darling-Hammond, LaPointe, & Meyerson, 2005). In 2005, an external taskforce, organized by Boise State's College of Education and comprised of representatives from local school districts, recognized the urgent need to better prepare educational leaders to meet the increased demands in Idaho's schools.

More recently, at the request of Boise State, Eduventures surveyed high school principals and superintendents to gather information that could guide the development of the proposed program. Sixty-two of 413 eligible respondents (15%) completed the survey. Results from the survey clearly reinforced the assertion that traditional programs have failed to adequately prepare educational leaders. Seventy-nine percent of the respondents said, in their school district, there is a minor to large absence of *change leadership*, 81% reported a minor to large absence of *public leadership*, 83% identified a minor to large absence of *strategic leadership,* and 84% said there is a minor to large absence of *leaders who can develop and manage organizational culture*. Such leadership is the kind needed to meet the contemporary demands of the job, as well as future challenges. As stated by Lonnie Barber, Superintendent of the Blaine County School District,

> *"Now more than ever we need an Educational Specialist degree that will prepare our educational leaders for the 21st century…. I received both my Educational Specialist Degree as well as my Ph.D. from the University of Idaho but it is my firm belief that Boise State University is both capable and poised to create a program that is more focused on the type of leadership development currently needed as well as to build the support that is necessary for these leaders following their graduation."*

The Characteristics of Exemplary Programs:

According to the literature cited below, exemplary preparation programs share the following characteristics:

- Vigorous, targeted recruitment of students to identify educators with leadership potential.
- A cohort structure to encourage social and professional support, collaborative learning, improved academic achievement, and greater completion rates.
- A guiding conceptual framework for the development of a coherent curriculum aligned to standards and designed to develop leaders who can successfully lead practices associated with organizational change and improvement, particularly the improvement of teaching and learning.
- Student-centered instruction and formalized mentoring by expert practitioners to bridge theory with practice and to support transitions from preparation to practice.
- Faculty working in teams, who are knowledgeable in their field, and who are experienced as PK-12 administrators.
- Well-designed clinical experiences to allow students to engage in leadership responsibilities for substantial periods of time under the supervision of exemplary veteran administrators.

(Darling-Hammond, et.al., 2007; Jackson & Kelley, 2002; Kraus & Cordeiro, 1995; Lawrence, 2002; Leithwood, et.al., 1996; Nimer, 2009; Norris & Barnett, 1994; Teitel, 1997)

Key Components of the Proposed Program

- Boise State's program will target and recruit educators, as well as professionals outside the field of education, who have demonstrated leadership capacity or potential. Fifteen students will be admitted into the closed cohort annually. Traditional programs often do not conduct targeted recruitment efforts. Most often, these programs admit students who meet their academic criteria; however, these students may or may not intend to become school administrators.
- Boise State's program will use a closed cohort structure to support the needs of adult learners and facilitate a collaborative learning environment. In addition, a closed cohort structure will foster a professional learning network that can support aspiring leaders during pre-service preparation and as they transition into district-level leadership roles. Closed cohort models improve academic achievement and increase completion rates. Although cohort models have been used in educational leadership preparation since the 1950s, and despite their many documented benefits, most programs continue to use a non-cohort model. In his letter of support, Jon Ruzicka, Principal of Capital High School, states:

  > *"This new program is the perfect vehicle to bring together administrators to discuss, learn, and develop leadership skills needed to bring education forward in our State, and to face the upcoming challenges and demands we will face."*

- Boise State's program will use a conceptual framework to guide the development of an integrated, standards-based curriculum intended to engender transformational, "turnaround" leaders. In an integrated curriculum, students learn about specific aspects of school law and school finance as they learn about broader topics such as system-wide improvement of teaching and learning. Respondents to the survey conducted by Eduventures identified four areas in which they would seek to develop skill and knowledge through graduate study—instructional leadership (48.4%), change leadership (45.2%), strategic leadership (41.9%), and developing and managing organizational culture (41.9%). Among a variety of choices, these four leadership domains were ranked the highest. Taken together, the development of skill and knowledge in these areas engenders transformational leadership.

- Boise State's curriculum will be developed by a faculty team in consultation with practicing superintendents, and will be organized into five 6-credit modules. Educational Leadership faculty will collaborate with faculty who teach in other leadership-related programs (e.g., MBA and Public Administration) to integrate a multidisciplinary strand into each module. In traditional programs, faculty often work in isolation, without the benefit of connecting the content they teach to the content others teach or to an overarching conceptual framework that defines the type of leader the program is intended to foster. Traditional preparation programs are typically comprised of isolated, self-paced, 3-credit courses that focus on specific topics such as school finance or school law.
- Boise State's program will bridge the gap between theory and practice in three primary ways. First, a student-centered pedagogy will emphasize problem-based learning (an approach used in the medical field). Second, all Boise State faculty have extensive, recent experience as practitioners. Third, exemplary practicing superintendents will serve as formal mentors to each cohort, attending all class sessions. The curriculum in traditional programs has been critiqued as too theoretical, irrelevant, or laden with "war stories" inappropriate to the contemporary realties of the job. Too often educational leadership faculty members have no experience as PK-12 administrators.

In her letter of support for the proposed program, Dr. Mary Ann Ranells, Superintendent of Schools in the Lakeland Joint School District, states:

> *"As superintendent of schools for the Lakeland Joint School District #272 and a participant in the Idaho Leads Project, I know the proposed Executive Educational Leadership Program will set a new standard of excellence for creating leaders who will take us forward in public schooling."*

In their letter of support, Jim Everett, David Duro, and Teresa Wood-Adams, executives with the Treasure Valley Family WMCA, state:

> *"We are excited about this proposed new degree program at BSU….we know it will be effective and hold itself accountable to driving change in a measurable and meaningful way."*

3. **Briefly describe how the institution will ensure the quality of the program** (i.e., program review). Will the program require specialized accreditation (it is not necessary to address regional 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.*

The following measures will ensure the high quality of the proposed program:

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.

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.

Specialized Accreditation: The program will be reviewed and accredited by the Idaho State Department of Education and the National Council for the Accreditation of Teacher Education

(NCATE).

Program Evaluation: In addition, it is our intent to systematically evaluate the program using the following information:

- Admission data (demographics, requirements, number of applicants, number accepted, number provisional, and types of provisional acceptance)
- Mid-program and summative evaluation of students
- Student evaluations for each module
- District Report Cards and other publically available data from districts employing program graduates
- Alumni Surveys
- The percentage of graduates who seek and are placed in leadership positions
- Employers' satisfaction with the performance of graduate students
- The influence of graduates on student learning, achievement, and other measures of school success

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. Please include course descriptions for new and/or changes to courses. *This question is not applicable to requests for discontinuance.*

Module 1: (ED CIFS 676) Foundations of Leading Complex Educational Organizations (6 credits). This module introduces several constructs related to leading complex educational organizations including leadership theory, organizational theory, how policy works, the moral imperative of educational leadership in addressing persistent problems of practice, and the role of district-level leaders in improving learning. Multiple theories of system-level leadership from within the discipline and outside the field of education are introduced. System-level educational leadership is located in a context of values, moral principles, and historical dilemmas in public education in a democratic society.

The connection between leadership and learning is introduced, as well as the role of superintendent and district-level leadership in promoting systemic innovation and change. A variety of theoretical perspectives that can be used to analyze policy content, processes, and outcomes are introduced and the many ways people in different positions in organizations can influence policy are explored. Each major construct studied in this module is examined in greater depth in subsequent modules.

Module 2: (ED CIFS 677) Leading Continuous System-wide Improvement of Learning (6 credits). Students examine the role of the superintendent and district-level leadership in continuous improvement of learning on three levels—student learning, professional learning, and system learning. Students explore the meaning and the implications for leaders of contemporary reform movements in the public school system and examine a variety of topics related to reform at the school, district, state, and national level. Students examine specific topics related to change and innovation (e.g., role of beliefs, symbols and norms, diffusion of innovations, and research issues).

Students investigate multiple learning theories and consider the nature of learning and learner differences, particularly how educators can work productively with these differences, in relation to particular subjects, assessment, technology, and diversity (language, culture, and disability). Additionally, the meaning of the performance gap between relatively advantaged and disadvantaged students in contemporary American schools and school districts, and the possibilities for reducing and closing it is investigated.

Students also examine multiple approaches for supporting professional learning and the ways in which system-level leaders address the quality of teaching and learning in classrooms, including theory, research, and practice related to effective supervision and evaluation of instructional personnel.

Students investigate the nature and dynamics of organizations within large educational systems, exploring how organizations are designed and function, how policy works, and how systems change, adapt and learn. Finally, students consider the role of superintendent and district-level leadership in fostering partnerships with local, state, and national entities to enhance system-wide educational opportunities for all students.

Module 3: (ED CIFS 678) The Superintendency and Executive Level Leadership: Theory and Research (6 credits) In this module, students investigate the theory, research, and practice related to the contemporary demands of the superintendency and other executive level leadership roles. Critical issues and problems of practice are explored, including effective and efficient governance of the district; budgeting processes; personnel management and development; staff relations; superintendent-board relations; bond issues; facilities planning; and superintendent as instructional leader. Students examine the procedures and techniques pertinent to the management of organizational conflict, including collective bargaining, grievance procedures, mediation, fact finding, and arbitration. A particular emphasis is placed on examining the dynamics of the interface between the public schools and the community.

Module 4: (ED CIFS 679) The Superintendency and Executive Level Leadership: Clinical Experience (6 credits). This module places candidates in approved partnership districts for an extended clinical experience focus. This module also introduces students to systematic inquiry—fundamental ideas about knowing and knowledge, data and evidence, and the applications of these ideas in settings that invite leadership action to address educational issues. In addition, students meet in scheduled university classes throughout the experience. Individual work plans are developed collaboratively with student, mentor, and advisor.

Module 5: (ED CIFS 680) The Superintendency and Executive Level Leadership: Capstone Course (6 credits). Students engage in systematic inquiry in the context of their on-going clinical experience, creating viable, rigorous designs for action-oriented research into local problems of practice. Students develop data collection tools, produce high-quality quantitative and qualitative data, and construct evidence for claims. This module equips system-level leaders with the skills, knowledge, and dispositions to foster a district-wide culture of inquiry and continuous improvement evidenced by authentic and productive strategic planning, high-quality program evaluation, and other forms of data based decision making.

Note regarding the Integrated Content in all Modules 1-5: Two content strands are woven throughout each module. The first content strand considers two major issues facing leaders of complex educational systems—securing and allocating resources (material and human) and conforming to the legal principles and precedents that govern public education. Integration of this strand requires students to examine the legal and financial dimensions of the problems of practice presented in each module. Integration of the second content strand requires students to examine problems of practice from a multidisciplinary perspective. For example, in Module 2 as students are presented with a problem-based learning scenario focused on the dismissal of an incompetent teacher, they not only consider the role of effective human resource management in the improvement of learning, but also the legal and financial implications for leaders in addressing the issue. Additionally, they are prompted to look outside the field of education for theory, research, and practice related to effective human resource management.

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?*

Credit hours required:	30
Credit hours required in support courses:	NA
Credit hours in required electives:	NA
Credit hours for thesis or dissertation:	NA
Total credit hours required for completion:	30

6. **Describe additional requirements such as preliminary qualifying examination, comprehensive examination, thesis, dissertation, practicum or internship, some of which may carry credit hours included in the list above.** *This question is not applicable to requests for discontinuance.*

Students will produce a professional portfolio, which will include components demonstrating competencies aligned with the Idaho Standards for Administrators and the Idaho Superintendent Standards, as well as a scholarly theory of action and the written product resulting from the systematic inquiry conducted in ED CIFS 680 (Module 5).

7. **Identify similar programs offered within Idaho or in the region by other colleges/universities.** *If the proposed request is similar to another state program, provide a rationale for the duplication.*

Degrees/Certificates offered by school/college or program(s) within disciplinary area under review

Institution and Degree name	Level	Specializations within the discipline (to reflect a national perspective)	Specializations offered within the degree at the institution
BSU **M.Ed. in Educational Leadership**	Master's	From description of CIP 13.0401: A program that focuses on the general principles and techniques of administering a wide variety of schools and other educational organizations and facilities, supervising educational personnel at the school or staff level, and that may prepare individuals as general administrators and supervisors	From the BSU catalog: *"The College of Education offers a master's degree in Educational Leadership, designed to develop effective leaders in educational settings. The interdisciplinary course work provides students with the basis for a thorough understanding of leadership, management and reform within educational institutions. Students will have collaborative opportunities to effectively influence current education programs and student learning.*
Ed.S. in Educational Leadership (proposed)	Educational Specialist		The proposed program will offer an Education Specialist degree designed to develop effective system-level leaders. The interdisciplinary course work depends upon instructional coherence achieved through consistency among

			the faculty. Curricular content is based upon the guiding principle that executive educational leadership is the privilege to exercise significant and responsible influence. Such an understanding of leadership necessitates that educators have a moral obligation to ensure an equitable and excellent education for all students; nurture and sustain processes and structures that lead to the improvement of schools as places for learning; encourage authentic involvement of all stakeholders; commit to critical reflection and inquiry as professional responsibilities; understand the link between teaching and learning; and exercise agency to influence improvement in the classroom. To foster these leadership attributes, the curriculum focuses on developing strategic, public leaders who can facilitate change and develop healthy organizational cultures.
CSI	NA		
CWI	NA		
EITC	NA		
ISU **M.Ed. & Ed.D. in Educational Leadership**	 Doctoral		*From the ISU website:* *"The Master of Education with Educational Administration Emphasis is designed to strengthen the student's understanding, knowledge, and skills in Core Professional Studies and Educational Leadership as they relate to building level administration."* *"The Doctor of Education in Educational Leadership is the College of Education's highest degree preparing leaders for pre K-12 and Higher Education. Concentrations in Educational Administration and Higher Education Administration share a core of doctoral studies and branch to more focused curricula with specialty courses. Typically, students enter the programs with substantial knowledge, skills, abilities, and experience. The program supports their further development as scholars, researchers, and, especially, as leaders. Those core areas of the programs are represented in the curriculum and are the foundation of assessment as students journey from admissions to program completion. Undergirded throughout the program by a deepening understanding of leadership theory and*

			practice, students as scholars master content and develop the necessary dispositions and skills to conduct useful education research. Finally, based on a deep understanding of leadership developed through coursework and guided practicum experiences, Doctors of Education demonstrate the ability to use their knowledge, dispositions, and skills as leaders, scholars and researchers in applied leadership settings."
LCSC	NA		
NIC	NA		
UI **M.Ed., M.S., & Ed.S. in Educational Leadership**	Master's & Educational Specialist		From UI website: *"A Master of Education (M.Ed.) or an Education Specialist (Ed.S.) in Educational Leadership prepares you as a leader in education administration. The degree places you on the forefront of theory, and positions you to have an influence on policy-making and improving educational institutions. This degree is for teachers and administrators who desire to be on the leading edge of their professions. With this degree, professionals will learn the skills to make important changes in the educational field at the local, regional, state and national levels. Students should have leadership skills and a desire to make positive changes in education."*

The only Ed.S. program in an adjacent state in Educational Leadership is at Montana State University: Education Specialist (Ed.S.) in Educational Leadership.

Idaho State University offers M.Ed. and an Ed.D. in Educational Leadership. Both are offered face-to-face at ISU's Pocatello campus.

The University of Idaho offers M.Ed., M.S., and Ed.S. degrees in Educational Leadership. According to the SBOE Program Inventory, the Ed.S. degree is (i) not offered online (ii) is offered at three sites: the NICHE site in Coeur D'Alene, the UI campus in Moscow, and the UI-Boise Center in Boise. However, according to the UI website, which has likely been updated more recently, (http://www.uidaho.edu/ed/leadershipcounseling/educationalleadershipprogram), the Ed.S. degree is available (i) online, (ii) at the Boise campus and at the Coeur d'Alene campus, and (iii) "*with various cohorts throughout the state." "Cohorts in Sandpoint, Meridian and Grangeville have provided unique learning opportunities for teachers seeking to progress their education while continuing to teach*."

The offering by a state institution of a second Ed.S. in Educational Leadership program in the Treasure Valley will benefit the state of Idaho for the following reasons:

- Although the proposed program results in the same degree, it will provide a fundamentally different approach to leadership preparation. These differences include a targeted approach to student recruitment and admittance, a closed cohort structure, an integrated curriculum organized in 6-credit modules developed by a faculty team in consultation with practitioners, and formalized mentoring by practicing superintendents who attend all class sessions. The proposed program will provide greater access to a higher level of educational attainment by helping to meet the diverse learning needs of a population much broader than the target population of the UI's programs.

- The proposed program will provide a greater means for Idaho's universities to meet the market demand for increased number of educational administrators, particularly in the most heavily populated region of the state.
- The proposed program will provide an opportunity to create cross-institutional collaboration in research related to leadership preparation.
- As a self-support model, the proposed program will provide consumers (in this case, aspiring educational leaders) a choice regarding institution and format without an added burden to the Idaho taxpayer. Choice is the hallmark of a free market. As stated by Rob Winslow, Executive Director of the Idaho Association of School Administrators, in his letter of support:
  "The BSU program will give our members a new choice in the state in acquiring their superintendent certification."

In addition, the closed cohort model and targeted recruiting will serve a fundamentally different clientele than presently served by the University of Idaho's program. Our closed-cohort requires a two year commitment for students upfront and allows little flexibility in modifying scope and sequence of course offering. Therefore, the proposed program is designed for those educational leadership candidates who are serious about completing an advanced degree and are prepared to make such a commitment prior to acceptance into the program. Among a variety of choices, respondents to the survey conducted by Eduventures identified five reasons they found Boise State's proposed program to be appealing: (i) it addresses skill sets they wish to develop (70.6%), (ii) they prefer an integrated curricular approach (58.8%), (iii) they want to pursue graduate study half-time (6 credits or less) (58.3), and (iv) they want a cohort structure (47.1%). Finally, given the choice of nine universities in a multi-state region, Boise State was identified as the first choice more times than any other regional university.

Jon Ruzicka, Principal of Capital High School, states in his letter of support that he wants to be an early participant in the proposed program:

> *"I have been a high school principal at Capital High School for the last ten years, and in administration for the past fifteen years. I want to extend my knowledge and leadership skills by participating in the Executive Educational Leadership Program."*

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.*

The primary target market for the proposed program consists of individuals (i) located in Idaho or adjacent states, (ii) who are presently principals or other educational administrators, (iii) are teachers who have earned a master's degree in another area (such as literacy), but desire to become administrators, increase their leadership skills, and/or earn an advanced degree, or (iv) are employed in a government agency (e.g., the State Department of Education). The target market will also include, but not be limited to those who seek to be certified at the Superintendent level. The target market will include, but not be limited to, those who seek a program that utilizes a closed cohort format with an integrated curricular structure focused on transformational change as opposed to a traditional curricular structure offered in a non-cohort format. We gained information on the potential market size in two ways: a survey conducted by Eduventures and calculations based on labor statistics.

A survey was sent to 415 high school principals and superintendents in the southwestern region of Idaho. Of those, 62 (or 15%) responded. Pertinent results from the survey are:

- 64.5% reported at least a moderate need to obtain new skills for their current positions through a graduate level educational program.

- 45.2% reported that they are likely to enroll in a college or university in the next three years to pursue a credential to enhance their professional skills and career.
- 29.3% of the total 62 respondents (i.e., 17 individuals) reported that they are likely to enroll in Boise State's Ed.S. degree program in the next 3 years.
- 58.3% of those likely to attend reported that they would be most interested in an Ed.S. degree.
- 69.4% of those likely to attend reported that they would be most interested in a program in Educational Leadership.

The second estimate of potential market size will be calculated as the sum of two groups: Elementary and Secondary level Education Administrators and master's-prepared Primary, Secondary, & Special Education Teachers. Note that according to U.S. Department of Labor figures, approximately 45% of Primary, Secondary & Secondary Education Teachers have a master's degree. So the total number of teachers will be multiplied by 45% to reach a market number. In 2008 in Idaho there were 1,024 Elementary and Secondary level Education Administrators. There were also a total of 17,808 Primary, Secondary, & Special Education Teachers, and 45% of that number is 8,014; therefore, there is a total potential Idaho market of 9,038. That Idaho market is expected to grow by approximately 15% over 10 years to approximately 10,400. Nationally, in 2010, there were 236,100 Elementary and Secondary level educational administrators. There were 3,155,800 primary and secondary teachers; 45% of that number is 1,420,110. Thus, there is a total potential market nationally of 1,656,210. That market is predicted to grow by approximately 15% over 10 years to approximately 1,904,500.

We estimate that roughly one-third of potential students will desire a closed cohort program. Such a program is highly attractive for a number of reasons (opportunities for long-term collaboration and networking, superior learning environment, etc.) but is only practical for those potential students who can make the two year commitment and seek a program delivered primarily face to face. Taking one third of the numbers in the previous paragraph yields an existing market of approximately 3,000 in Idaho and of 630,000 nationally.

These numbers indicate there will be more than sufficient market to supply our expected cohort size of 15 students per year without having an impact on the enrollments of other programs in our area. Again, our program will appeal to only those potential students who want to enroll in a program with a closed cohort model, not to those students who desire the traditional format of other programs in the area.

9. **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.

Discontinuations. Using the chart below include part-time and full-time (i.e., number of majors or other relevant data) by institution for the proposed discontinuation, last three years beginning with the current year and previous two years. Indicate how many students are currently enrolled in the program for the previous two years, to include number of graduates and graduation rates.

Institution	Relevant Enrollment Data			Number of Graduates			Graduate Rate
	Current	Year 1 Previous	Year 2 Previous	Current (2011-12)	Year 1 Previous	Year 2 Previous	
BSU							
M.Ed. in Educational Leadership	29	29	29	16	11	13	~15 grads/yr
Ed.S. in Educational Leadership (proposed)	15/yr per cohort			10/yr expected			~10 grads/yr expected
CSI	NA						
CWI	NA						
EITC	NA						
ISU							
M.Ed. &	0	0	0	0	0	0	0 grads/yr
Ed.D. in Educational Leadership	60	66	74	9	5	8	~8 grads/yr
LCSC	NA						
NIC	NA						
UI (note: these are statewide numbers)							
M.Ed.& M.S.	99	136	135	62	84	49	~50-80 grads/yr
Ed.S. in Educational Leadership	50	50	68	19	26	32	~20-30 grads/yr

The following table shows expected enrollments in each course over time, based on 33% attrition during the duration of the program. This rate of attrition yields estimates of enrollments that are fiscally quite conservative. However, research has shown that attrition is lower in cohort models than non-cohort models and we therefore expect attrition from the program to be substantially lower than 33%. One distinct advantage of learning in cohort is the reduced chance an individual will give up when going through a difficult period (Lawrence, 2002). If one member is considering dropping out, others within the group tend to lend support to the individual. Well-nurtured cohorts become similar to a family in which members take care of one another. Nimer's (2009) work suggests that a cohort model increases the number of individuals who complete their degrees and provides a higher rate of continued interaction among members over the lifetime of their professional careers.

Projected Enrollments in Course Modules by Students in First Three Cohorts in the First Three Years of Program

	FY2014			FY2015			FY2016		
	Summer	Fall	Spring	Summer	Fall	Spring	Summer	Fall	Spring
ED CIFS 676 Foundations of Leading Complex Educational Organizations	15			15			15		
ED CIFS 677 Leading Continuous System-wide Improvement of Learning		14			14			14	
ED CIFS 678 The Superintendency and Executive Leadership: Theory and Research			13			13			13
ED CIFS 690 The Superintendency and Executive Level Leadership: Clinical Experience				11			11		
CIFS 600 The Superintendency and Executive Level Leadership: Capstone Course					10			10	

10. Will this program reduce enrollments in other programs at your institution? If so, please explain.

No. In fact we expect the creation of the new program will cause an increase in students enrolled in our Ed.D. program in Curriculum and Instruction.

11. Provide verification of state workforce needs such as job titles requiring this degree. Include State and National Department of Labor research on employment potential.

Using the chart below, 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. Data should be derived from a source that can be validated and must be no more than two years old. T*his question is not applicable to requests for discontinuance*.

	Year 1	Year 2	Year 3
Local (Regional)	27	27	27
State	54	54	54
Nation	9,540	9,540	9,540

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.**

Workforce need for Ed.S. graduates in Educational Leadership can be roughly estimated using the numbers of individuals employed as “Education Administrators, All Other” and "Education Administrators, Elementary & Secondary." Such categories will generally include the educational leadership positions for which the program will prepare students: Superintendent, Associate Superintendent, Assistant Superintendent, Director of Curriculum, Director of Federal Programs, Area or Region Directors, Directors of Elementary or Secondary Education, Director of Instruction, Director of Technology, Supervisor of Mathematics or Social Studies , etc.

State and federal predictions for workforce needs in the “Education Administrators, All Other” and "Education Administrators, Elementary & Secondary" categories are as follows. In Idaho, there are expected to be 54 openings annually. Nationwide there will be approximately 10,330 job openings in those two categories per year. Note that the Idaho State Department of Education reported between 88%-90% of Idaho's superintendents (one segment of the workforce need that will be addressed by the proposed program) would be eligible to retire between 2005 and 2015.

Local numbers are estimated at one-half of the state numbers.

Idaho Department of Labor statistics for the state of Idaho								
Occupational Title	2008 Employment	2018 Employment	Net Change	Percent Change	Annual Growth	Annualized Growth	Annual Replacements	Annual Openings
Education Administrators, Elementary & Secondary	1,024	1,164	140	13.6%	14	1.29%	31	45
Education Administrators, All Other	174	213	39	22.4%	4	2.04%	5	9

US Dept of Labor for administrator positions requiring master's degree or above					
Occupation Title	Employment 2010	Employment 2020	Employment change 2010-2020	Percent Change	Job openings due to growth and replacement needs, 2010-2020
Education Administrators, Elementary and Secondary School	236,100	259,300	23,200	9.8	89,700
Education Administrators, All Other	32,500	36,900	4,400	4.4%	13,600

b. Describe how the proposed change will act to stimulate the state economy by advancing the field, providing research results, etc.

An effective system of public schooling is essential to stimulate the state's economy, because by increasing the educational attainment of Idahoans, we will better prepare them for future job requirements. Quality leadership is strongly correlated with the effectiveness of schools (Fullan, 2003).

c. Is the program primarily intended to meet needs other than employment needs, if so, please provide a brief rationale.

By creating a diversity of programs in Idaho, we are creating the opportunity for faculty to conduct research on the effectiveness of various models of graduate instruction, and to thereby inform the improvement of educational leadership programs.

12. 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.*

The proposed program will be delivered primarily face-to-face, with portions of each module delivered on-line.

13. 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.*

SBOE Strategic Plan	Relevance of proposed program
GOAL 1: A WELL EDUCATED CITIZENRY: The educational system will provide opportunities for individual advancement.	The proposed program will produce highly qualified educational administrators who will make the changes necessary so that our primary and secondary educational programs successfully meet future challenges.
Objective B: Higher Level of Educational Attainment –	The new program will provide increased access for individuals seeking superintendent endorsement and will provide a different model for students to pursue such a program.
GOAL 2: CRITICAL THINKING AND INNOVATION: The educational system will provide an environment for the development of new ideas, and practical and theoretical knowledge to foster the development of individuals who are entrepreneurial, broadminded, think critically, and are creative. Objective A: Critical Thinking, Innovation and Creativity – Increase research and development of new ideas into solutions that benefit society. Objective B: Innovation and Creativity – Educate students who will contribute creative and innovative ideas to enhance society.	Program alumni who become educational administrators will lead change in our PK-12 schools, with the result that graduating students will be more entrepreneurial, broadminded, and creative.
Objective C: Quality Instruction – Increase student performance through the recruitment and retention of a diverse and highly qualified workforce of teachers, faculty, and staff.	Program alumni who become educational administrators will focus on increasing student performance and on recruiting and retaining a highly qualified workforce.
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. Objective B: Data-driven Decision Making - Increase the quality, thoroughness, and accessibility of data for informed decision-making and continuous improvement of Idaho's educational system. Objective C: Administrative Efficiencies – Create cross institutional collaboration designed to consolidate services and reduce costs in non-competitive business processes.	Program alumni who become educational administrators will have the skills, tools, and resources to lead their districts to become more cost effective and collaborative. They will also be adept at using data to make decisions regarding the improvement of our educational system.

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*.*

14. Describe how this request fits with the institution's vision and/or strategic plan. *This question is not applicable to requests for discontinuance.*

Goals of Institution Strategic Plan ~~Mission~~	**Proposed Program Plans to Achieve the Goal**
1. Create a trademark, high-quality educational experience for all students	• The format and design of the proposed Ed.S. program are unique. The curriculum was developed in response to the changing nature of the responsibilities of school superintendents, and addresses 21st Century demands of school leaders. Additionally, the proposed program will implement current best practices for learning by providing a closed cohort model and on-going opportunities for collaboration and shared learning.
2. Facilitate the timely attainment of educational goals of our diverse student population	• The curriculum is formatted into five modules, taken over the course of five semesters, which may be more manageable for students to complete than traditional programs that offer ten 3-credit courses without the structure of a cohort design. The closed cohort model will encourage student completion and success.
3. Elevate our research, creative activity, and graduate programs to	• Offering an Ed.S./Superintendent endorsement will

higher levels of excellence.	provide an additional route to achieve a doctoral degree, which may boost enrollment in our current Ed.D. in Curriculum and Instruction program, and thereby increase the production of educational research.
4. Align university programs and activities with community needs	• The unique format and delivery of the proposed Ed.S. program will meet the needs of working professionals. • The required clinical experience will put students in a position to assist school districts and community members. • The program will create active learning opportunities in and out of class.
5. Transform our operations to serve the contemporary mission of the university	• The proposed Ed.S. program will provide a unique and rigorous curriculum designed to prepare school district leaders to meet current demands and expectations. • The proposed program will operate on a self-support basis. External funding will be pursued to fully support the cost for all students selected to participate.

15. **Is the proposed program in your institution's Five-Year plan? Indicate below.** *This question is not applicable to requests for discontinuance.*

Yes _x__ No _____

If not on your institution's Five-Year plan, provide a justification for adding the program.

16. 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). For requests to discontinue a program, how will continuing students be advised of impending changes and consulted about options or alternatives for attaining their educational goals?

Boise State's program will target and recruit educators, as well as professionals outside the field of education, who have demonstrated leadership potential. In addition, we will distribute brochures to regional districts and the community with information regarding the new Executive Educational Leadership program. Furthermore, the Educational Leadership website will have information regarding the program with appropriate links to enrollment information. Professors in the program will provide informational meetings and will be present at school leadership conferences throughout the state. Informational letters will be sent to school administrators..

17. In accordance with Board Policy III.G., an external peer review is required for any new doctoral program. Attach the peer review report as **Appendix D**.

N/A

18. **Program Resource Requirements.** Using the ***Excel spreadsheet*** provided by the Office of the State Board of Education indicate all resources needed including the planned FTE enrollment, projected revenues, and estimated expenditures for the first three fiscal years of the program. Include reallocation of existing personnel and resources and anticipated or requested new resources. Second and third year estimates should be in constant dollars. Amounts should reconcile budget explanations below. 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 for graduate programs)								
	FY 14		FY 15		FY 16		Cumulative Totals	
	FTE	Headcount	FTE	Headcount	FTE	Headcount	FTE	Headcount
A. New Enrollments	11	13 to 15	16	13 to 26	16	13 to 26	42	39 to 67
B. Shifting Enrollments	0	0	0	0	0	0	0	0

II. REVENUES	FY 14		FY 15		FY 16		Cumulative Totals	
	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		$113,400		$170,100		$170,100	$0	$453,600
6. Other							$0	$0
TOTAL Revenue	**$0**	**$113,400**	**$0**	**$170,100**	**$0**	**$170,100**	**$0**	**$453,600**

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 14		FY 15		FY 16		Cumulative Totals	
II. Expenditures	On-going	One-time	On-going	One-time	On-going	One-time	On-going	One-time
A. Personnel Costs								
1. FTE		1.18		1.55		1.55		4.28
2. Faculty		$38,538		$62,491		$62,491		$163,520
3. Administrators		$5,000		$5,000		$5,000		$15,000
4. Adjunct Faculty		$0		$0		$0		$0
5. Instructional Assistants		$8,954		$8,954		$8,954		$26,862
6. Research Personnel		$0		$0		$0		$0
7. Support Personnel		$0		$0		$0		$0
8. Fringe Benefits		$15,698		$23,842		$23,842		$63,383
8. Other: Mentors		$9,000		$18,000		$18,000		$45,000
TOTAL Personnel Costs		$77,190		$118,287		$118,287		$313,765
B. Operating Expenses							Cumulative Totals	
1. Travel		$4,000		$6,000		$6,000		$16,000
2. Professional Services		$1,000		$500		$500		$2,000
8. Repairs and Maintenance		$0		$0		$0		$0
9. Materials and Goods for manufacture and		$0		$0		$0		$0
10.Miscellaneous		$14,092		$9,342		$9,342		$32,776
TOTAL OPERATING EXPENSES		$21,092		$17,092		$17,092		$55,276
C. Capital Outlay	FY 14		FY 15		FY 16		Cumulative Totals	
1. Library resources		$0		$0		$0		$0
2. Equipment		$0		$0		$0		$0
TOTAL Capital Outlay		$0		$0		$0		$0
D. Physical Facilities Construction		$0		$0		$0		$0
E. Indirect Costs		$5,897		$8,123		$8,123		$22,142
Total Expenditures		$104,179		$143,502		$143,502		$391,183
Net Income (Deficit)	$0	$9,221	$0	$26,598	$0	$26,598	$0	$62,417

a. Personnel Costs

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.

FY2014 Name, Position & Rank	Annual Salary Rate	FTE Assignment to this Program	Projected Student Credit Hours	FTE Students
Kathleen Budge, Assoc. Prof	63,190	0.4	168	7.0
Roger Quarles, Asst. Prof	66,310	0.2	84	3.5

FY2015 Name, Position & Rank	Annual Salary Rate	FTE Assignment to this Program	Projected Student Credit Hours	FTE Students
Kathleen Budge, Assoc. Prof	63,190	0.6	180	7.5
Roger Quarles, Asst. Prof	66,310	0.3	90	3.75
Kelly Cross, Asst. Prof.	46,840	0.1	30	1.25

FY2016 Name, Position & Rank	Annual Salary Rate	FTE Assignment to this Program	Projected Student Credit Hours	FTE Students
Kathleen Budge, Assoc. Prof	63,190	0.6	180	7.5
Roger Quarles, Asst. Prof	66,310	0.3	90	3.75
Kelly Cross, Asst. Prof.	46,840	0.1	30	1.25

Note: Faculty FTE calculated as 1.0 FTE= 30 credit hours per year; Student FTE calculated as 1.0FTE = 24 student credit hours

Project the need and cost for support personnel and any other personnel expenditures for the first three years of the program.

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.

FY2014 Name, Position & Rank	Annual Salary Rate	FTE Assignment to this Program	Value of FTE Effort to this Program
Roger Quarles	66,310	0.08	$5,000

FY2015 Name, Position & Rank	Annual Salary Rate	FTE Assignment to this Program	Value of FTE Effort to this Program
Roger Quarles	66,310	0.08	$5,000

FY2016 Name, Position & Rank	Annual Salary Rate	FTE Assignment to this Program	Value of FTE Effort to this Program
Roger Quarles	66,310	0.08	$5,000

b. Operating Expenditures

Briefly explain the need and cost for operating expenditures (travel, professional services, etc.)

Operating expenses include funds for the following:

- Travel to professional conferences and for recruiting.
- Website development
- Office supplies
- Tuition for graduate assistant
- Miscellaneous expenses.

c. 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.

Library resources are appropriate for the program.

(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.

Not applicable.

d. 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?

N/A: self support 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: self support program

(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: self support program

(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: self support program

(5) Provide estimated fees for any proposed professional or self-support program.

We plan to charge $450 per credit hour taken. In the third year of the program (when the program is fully functional), two cohorts will be active (one that began in the second year and one that began in the third year), and we will teach, for those two cohorts, a total of 5 courses of 6 credits each. Conservatively, we estimate cohort size to be 15 students beginning in each cohort with attrition resulting in 10 graduates per cohort. Thus we will produce 378 student credit hours per year for a total gross income of $170,100.

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Attachment A: Curriculum

Educational Specialist in Educational Leadership, Superintendent Endorsement	
Course	Credits
Module 1: ED CIFS 676. Foundations of Leading Complex Educational Organizations	6
Module 2: ED CIFS 677. Leading Continuous System-wide Improvement of Learning	6
Module 3: ED CIFS 678. The Superintendency and Executive Level Leadership: Theory and Research	6
Module 4: ED CIFS 679. The Superintendency and Executive Level Leadership: Clinical Experience	6
Module 5: ED CIFS 680. The Superintendency and Executive Level Leadership: Capstone Course	6
Total Credits Required	30

Attachment B: Letters of Support (following pages)

WhiteCloud
ANALYTICS

To Whom It May Concern,

As President and CEO of WhiteCloud Analytics, I am passionate about growing Idaho's future economy. I believe that creating new leaders is essential to driving needed improvements in our K-12 public school system. We need to enhance our educational system to create graduates who have the skills necessary to fill jobs that will move our companies and economies forward.

I fully support creating an Executive Educational Leadership program at Boise State University. Allowing BSU to offer an Education Specialist Degree that culminates in a School Superintendent certification, will create a competitive approach in higher education in producing real school leaders.

I believe that the quality of this proposed program will be cutting edge and attract students from all over the country. This program will be another way of attracting the best and brightest to Boise, Idaho. The Executive Educational Leadership program will prepare graduate students to become highly effective leaders that will drive efforts to increase student achievement for all students.

I know Dr. Roger Quarles and many of his colleagues and have complete confidence in their abilities to help make the program top-notch and critically relevant in today's educational climate.

Sincerely,

Bob Lokken
President and CEO of WhiteCloud Analytics

PAUL E. SHEPHERD
DISTRICT 8-B
CLEARWATER, IDAHO, LEWIS
& VALLEY COUNTIES

HOME ADDRESS
P.O. BOX 277
RIGGINS, IDAHO 83549
RIGGINS (208) 628-3695
MERIDIAN (208) 895-9805
EMAIL: pshepher@house.idaho.gov

COMMITTEES
RESOURCES & CONSERVATION
EDUCATION
HEALTH & WELFARE

House of Representatives
State of Idaho

October 31, 2012

To Whom It May Concern,

I support the creation of an Executive Education Leadership program at Boise State University.

As a state legislator and member of the House of Representative's Education Committee, I have had the opportunity to meet many of Idaho's education leaders. Being a K-12 superintendent is an exceptionally specialized job and requires advanced training. A superintendent not only needs to be an expert in education offerings, but she or he also needs to know how to run a business. Often times a school district is the community's largest employer and so the superintendent's staff should be intimately involved in the community's affairs.

An "Education Specialist" degree would help train superintendents in the multi-facets of that unique job.

I support Boise State University's efforts to create new leaders that can take us forward in public schools.

I have had the pleasure of meeting Dr. Roger Quarles on a personal and professional level. He has testified to our Educational Committee. I have complete confidence in Dr. Roger Quarles and his colleagues to help make the program meaningful and relevant in today's educational climate.

Sincerely,

Paul E Shepherd

Representative Paul Shepherd

TVEP
TREASURE VALLEY
EDUCATION PARTNERSHIP

Idaho State Board of Education
650 West State St Rm 307
Boise, ID 83702

To whom it may concern,

The Treasure Valley Education Partnership (TVEP) is an unprecedented partnership that originated from 10 school districts seeking to work collectively with other sectors including nonprofit, business, and educators both public and private.

In my role as Director of this partnership, I recognize the importance of effective leadership in our public education system and have the opportunity to see every day the positive impact that great leaders can make on our youth.

Over the past four years, I have had the pleasure of working with Roger Quarles in his capacity as the chair of United Way's Education Vision Council, Superintendent of the Caldwell School District, and more recently with Idaho Leads as a partner of TVEP. Roger has consistently been a leader in learning from the past and coming up with innovative ideas for education moving forward.

I support Boise State University's efforts to create an Executive Educational Leadership program. I have complete confidence that Roger would effectively build and lead this program; which would result in effective future leaders in our public school system.

Thank you,

Melissa Nickell

Melissa Nickell
Director, Treasure Valley Education Partnership

United Way
United Way of Treasure Valley

Give. Advocate. Volunteer.

2340 S. Vista Avenue
Boise, Idaho 83705
208.336.1070
www.unitedwaytv.org

Idaho State Board of Education
650 West State Street
Room 307
Boise, ID 83702

October 24, 2012

To whom this may concern:

As President & CEO of United Way of Treasure Valley, I have the pleasure of working with various leaders to engage and mobilize the community so individuals and families have opportunities to succeed. We do this by leading the way to collaborative, innovative and sustainable solutions in education, financial independence and health. I can say with great pleasure that Roger Quarles has been an integral partner that helped create a shared vision for education in the Treasure Valley.

I support Boise State University's efforts to create an Executive Educational Leadership program to offer and Education Specialist degree. I also have full confidence in Roger's ability to help make the program meaningful and relevant in today's educational climate. This program will allow Boise State to help foster new leaders that can take us forward in public schooling.

Sincerely,

Derick O'Neill
President & CEO

Rob Winslow, Executive Director
Idaho Association of School Administrators
777 S. Latah St. Boise, ID 83705
Phone: 208-345-1171
Fax: 208-345-1172
www.idschadm.org
Email: rob.winslow@idschadm.org

October 22, 2012

To Whom It May Concern:

The Idaho Association of School Administrators is a professional association that is committed to assisting all opportunities in educational leadership in the state. Our association is in full support of Boise State University offering an Education Specialist degree. The Executive Educational Leadership program at BSU will prepare principals with the skills for being a school superintendent. The BSU program will give our members a new choice in the state in acquiring their superintendent certification.

IASA has a great partnership with the Education Department program at BSU. The Center for School Improvement and Policy Studies has provided rich professional development for school leadership teams throughout the state. Principals and superintendents have directly benefitted from this positive partnership.

Our members frequently participate in educational research projects with BSU professors. The research topics assist principals and superintendents with practical data to improve their educational leadership roles.

The Idaho Association of School Administrators fully supports the efforts of Boise State University in providing a school superintendent certification program.

Sincerely,

Rob Winslow

Rob Winslow
Executive Director

the YMCA

FOR YOUTH DEVELOPMENT®
FOR HEALTHY LIVING
FOR SOCIAL RESPONSIBILITY

October 22, 2012

To Whom It May Concern:

We are very pleased and proud to write this letter in support of the Executive Educational Leadership Program and, specifically, the proposal to create an Education Specialist degree at Boise State under the leadership of Roger Quarles and his team. We have had the pleasure of working with Roger and know that his leadership, vision, passion and unwavering belief in what "can be" transforms school cultures.

We saw through our work with Roger in the Caldwell School District that leadership makes a huge difference in a system. When everyone is aligned behind a vision that all kids can succeed and that we cannot have tolerance for anyone working in a school setting who believes that it is okay to have some "throw-away" kids, it is amazing to see how kids thrive and parents and teachers are energized behind this expectation. Roger has the ability and creativity to think "outside the box" to identify alternatives to improve education, classroom instruction and school environments. The culture changes and student achievement does too.

We face a crisis in this country with education and our position in the world hinges on us rising to the occasion. World class education, accessible to all, has always been the key to a strong middle class and the ability for kids to have better lives than their parents. Leadership and setting the expectations and truly believing that we can provide the best education for all kids will be critical in driving the continuous improvements we must achieve to reach the level of success to compete on the world stage. It will take an ability to collaborate and break down silos, which has not always been a skill set of public school leaders. Roger and his team are masters at pulling together diverse groups of stakeholders and getting them aligned around a co-produced and co-owned vision.

We are excited about this proposed new degree program at BSU. With Roger Quarles and his team leading this effort, we know that it will be effective and hold itself accountable to driving change in a measurable and meaningful way.

Sincerely,

Jim Everett	David Duro	Teresa Wood-Adams
Chief Executive Officer	President and COO	Branch Executive Director

TREASURE VALLEY FAMILY YMCA - ASSOCIATION SERVICES
1177 W State Street, Boise, Idaho 83702
P 208 344 5501 F 208 331 0018
YMCATVIDAHO.ORG

Capital High School
8055 GODDARD ROAD
BOISE, IDAHO 83704-3199
(208) 854-4490

Wednesday, October 31, 2012

To Whom It May Concern,

I am writing in support of the new program at Boise State University called the Executive Educational Leadership, which provides a certificate of superintendent.

Personally, I will be participating in this new offering as soon as it is available. I have been a high school principal at Capital High School for the last ten years, and have been in administration for the past fifteen years. I want to extend my knowledge and leadership skills by participating in the Executive Education Leadership program. In addition to my participation, I know the other 4A and 5A principals in the Treasure Valley would be able to access this program to enhance their leadership skills and talents. This program is important to me and the other Treasure Valley principals because we desire to be life long learners of education, and working together in collaboration with the program and each other. This new program is the perfect vehicle to bring together administrators to discuss, learn, and develop leadership skills needed to bring education forward in our State, and to face the upcoming challenges and demands we will face.

In addition to the importance of the new program, I would like to express my confidence and support for faculty members at Boise State University, Dr. Roger Quarles and Dr. Kelly Cross. Roger and Kelly have the credibility to lead and teach this program to Southern Idaho and beyond. I have personally worked with both Roger and Kelly, and they are educators of the highest caliber. They both possess the hallmarks of success that any program is looking for. Their hallmarks of success are passion, motivation, integrity, intelligence, and personality. Boise State University is extremely fortunate to have obtained these two individuals to lead the Executive Educational Leadership program. They have the ability to set high standards and goals for the program, and they have the inner most desire and drive to make those goals a reality. Boise State University has a motto in the education department of Innovate, Educate, and Lead. Roger and Kelly are exemplary examples of that motto.

Thank you for taking time to reflect on the importance of this program for education, the Treasure Valley, the State of Idaho, and administrators.

Best regards,

Jon Ruzicka

Jon Ruzicka
Principal, Capital High School

LAKELAND JOINT SCHOOL DISTRICT #272
15506 N. Washington Street P.O. Box 39
Rathdrum, Idaho 83858
Phone: 208.687.0431 Fax: 208.687.1884 Web: lakeland272.org

October 30, 2012

To Whom It May Concern:

It is an honor to write a letter of support for Boise State University to offer an Education Specialist degree which the state would recognize and qualify completers for a School Superintendent certification. As superintendent of schools for the Lakeland Joint School District #272 and a participant in the Idaho Leads Project, I know the proposed Executive Educational Leadership Program will set a new standard of excellence for creating leaders who will take us forward in public schooling.

Every experience we have had throughout the Idaho Leads Project has been exemplary. The focus on leadership, teaching and learning, establishing a collaborative culture focused on continuous school improvement, and a resistance to tolerate mediocrity in any form, are attributes Roger Quarles, Bill Parrot, and their team live and breathe. In all opportunities to observe their expertise and leadership, I am often riveted by their divergent understanding of complex issues, their innovative ideas, and their courage to embrace change. This is what sets the Center for School Improvement and Policy Studies apart from other programs. If something is good for kids, they are unafraid to change the system, even if the change affects them. They make you feel proud to be in the profession. I strongly support the creation of this opportunity for future superintendents throughout Idaho.

Sincerely,

Mary Ann Ranells

Mary Ann Ranells, Ph.D.
Superintendent of Schools

committed to academic excellence …dedicated to student success

Blaine County School District # 61
118 West Bullion Street – Hailey, Idaho 83333
Phone 208.578.5000 – Fax 208.578.5110
www.blaineschools.org

Date: October 22, 2012

Dear State Board of Education:

It is my honor to write a letter of support for Boise State University and their efforts to create an Executive Educational Leadership program that will culminate in an Educational Specialist degree. Now more than ever we need an Educational Specialist degree that will prepare our educational leaders for the 21st Century.

I received both my Educational Specialist Degree as well as my Ph.D. from the University of Idaho but it is my firm belief that Boise State University is both capable and poised to create a program that is more focused on the type of leadership development currently needed as well as to build the support that is necessary for these leaders, following their graduation.

The face of public schooling is, as you know, changing at a pace that we have not seen before and Boise State University is very attuned to the current trends and issues in education through their exceptional work with school districts and their educational professional development programming. Because of this work it is a natural extension for them to begin offering the Educational Specialist degree in Boise and around the state.

The current educational workforce is aging. In our district over 40% of our teachers are eligible for retirement in the next five years. The face of administration is also aging and it is critical for us to begin the process of training the next generation of educational leaders, now. I have full confidence that a program developed by the educational leaders at Boise State University will address the need to create the innovative, pertinent and pragmatic program that will instill the skills needed to successfully lead school districts to higher levels of public satisfaction as well as increased levels of student achievement in the future. Please see this letter as more than a recommendation. Instead, please see this letter as a wholehearted endorsement (from a current educational leader) that Boise State University can craft the type of Educational Leadership program that we truly need. If I can be of further assistance please feel free to contact me at lbarber@blaineschools.org or at 208.578.5000.

Sincerely,

Lonnie Barber

Dr. Lonnie Barber
Superintendent, Blaine County School District #61

Attachment C: Report from Eduventures Survey (relevant pages)

EDUVENTURES

Online Higher Education Learning Collaborative
Boise State University
2012 Educational Leadership Survey: Preliminary Report
September 18, 2012

Project Background
Boise State University is interested in gathering market information that will help guide the development of its Ed.S. Educational Leadership program. As a result, Eduventures surveyed high school principals and superintendents in the Southeastern Idaho region. Eduventures collected responses from July through September 2012. At the conclusion of data collection, 62 superintendents and principals, or 15.0% of 413 eligible respondents, had completed the survey.

The Online Higher Education Learning Collaborative will begin formulating a final report that summarizes the results. In the meantime, this preliminary report is intended to provide Boise State University decision-makers with a graphic overview of the results.

Are you a principal?
(Respondents were limited to **brief** text responses)

Response	Chart	Frequency	Count
N		**53.2%**	**33**
Y		46.8%	29
Other Responses		0.0%	0
		Valid Responses	62
		Total Responses	62

Are you currently a school administrator or teacher in the state of Idaho?
(Respondents could only choose a **single** response)

Response	Chart	Frequency	Count
Yes, I am a vice principal		1.6%	1
Yes, I am a principal		**41.9%**	**26**
Yes, I am an assistant superintendent		1.6%	1
Yes, I am a superintendent		37.1%	23
Yes, I am a		17.7%	11
No, I am not currently a teacher or administrator in the state of Idaho		0.0%	0
		Valid Responses	62
		Total Responses	62

We would like to learn more about your career.
(Respondents could only choose a **single** response for each topic)

		0 – less than a year	1 – 2 years	3 – 5 years	6 – 9 years	10 years or longer	Total
Approximately how many years have you been in an administrative role in education?	Count	3	2	13	9	**35**	**62**
	% by Row	4.8%	3.2%	21.0%	14.5%	**56.5%**	**100.0%**
How many years have you been in your current role?	Count	9	9	**26**	7	11	**62**
	% by Row	14.5%	14.5%	**41.9%**	11.3%	17.7%	**100.0%**
Total	Count	**12**	**11**	**39**	**16**	**46**	**124**
	% by Row	**9.7%**	**8.9%**	**31.5%**	**12.9%**	**37.1%**	**100.0%**

What is the highest level of education that you have completed to date?
(Respondents could only choose a **single** response)

Response	Chart	Frequency	Count
Bachelor's degree		1.6%	1
Post-baccalaureate certificate		0.0%	0
Master's degree, please specify field		**51.6%**	**32**
Graduate certificate, please specify field		1.6%	1
EdD, please specify subfield		9.7%	6
EdS, please specify subfield		29.0%	18
PhD, please specify field		6.5%	4
Other doctoral or professional degree (e.g. MD, JD)		0.0%	0
		Valid Responses	**62**
		Total Responses	**62**

How large of an absence, if any, do you feel there is in your school district overall of each of the following skills?
(Respondents could only choose a **single** response for each topic)

		Large absence	Some absence	Minor absence	No absence	Total	Mean	Std Dev
Change leadership	Count	6	21	**22**	13	**62**	2.677	0.919
	% by Row	9.7%	33.9%	**35.5%**	21.0%	**100.0%**		
Decision making	Count	3	**22**	21	16	**62**	2.806	0.884
	% by Row	4.8%	**35.5%**	33.9%	25.8%	**100.0%**		
Developing and managing organizational culture	Count	6	19	**27**	10	**62**	2.661	0.867
	% by Row	9.7%	30.6%	**43.5%**	16.1%	**100.0%**		
Ethical leadership	Count	2	10	17	**33**	**62**	3.306	0.861
	% by Row	3.2%	16.1%	27.4%	**53.2%**	**100.0%**		
Instructional leadership	Count	3	21	**22**	16	**62**	2.823	0.878
	% by Row	4.8%	33.9%	**35.5%**	25.8%	**100.0%**		
Personnel management	Count	1	**28**	22	11	**62**	2.694	0.781
	% by Row	1.6%	**45.2%**	35.5%	17.7%	**100.0%**		
Problem-based learning	Count	8	**26**	22	6	**62**	2.419	0.841
	% by Row	12.9%	**41.9%**	35.5%	9.7%	**100.0%**		
Project management	Count	8	**22**	**22**	10	**62**	2.548	0.918
	% by Row	12.9%	**35.5%**	**35.5%**	16.1%	**100.0%**		
Strategic leadership	Count	4	**31**	16	11	**62**	2.548	0.862
	% by Row	6.5%	**50.0%**	25.8%	17.7%	**100.0%**		
Public Leadership	Count	7	**25**	18	12	**62**	2.565	0.934
	% by Row	11.3%	**40.3%**	29.0%	19.4%	**100.0%**		
Total	Count	**48**	**225**	**209**	**138**	**620**	N/A	N/A
	% by Row	**7.7%**	**36.3%**	**33.7%**	**22.3%**	**100.0%**		

Are there any other skills not listed above that you feel there is a large absence of in your school district?
(Respondents could only choose a **single** response)

Response	Chart	Frequency	Count
No		**87.1%**	**54**
Yes (please specify)		12.9%	8
		Valid Responses	62
		Total Responses	62

Do you feel you currently have a need or will have a need in the near future to develop any of the following skills? *Select all that apply*
(Respondents were allowed to choose **multiple** responses)

Response	Chart	Frequency	Count
Developing and managing organizational culture		41.9%	26
Personnel management		35.5%	22
Project management		33.9%	21
Decision making		21.0%	13
Ethical leadership		12.9%	8
Instructional leadership		**48.4%**	**30**
Strategic leadership		41.9%	26
Change leadership		45.2%	28
Other (please specify)		4.8%	3
No/none of the above		12.9%	8
		Valid Responses	62
		Total Responses	62

To what extent do you feel a need to update or obtain new skills for your current position through a graduate-level educational program?

(Respondents could only choose a **single** response)

Response	Chart	Frequency	Count
Very urgent need		9.7%	6
Somewhat urgent need		21.0%	13
Moderate need		**33.9%**	**21**
Little need		27.4%	17
No need at all		8.1%	5
		Valid Responses	**62**
		Total Responses	**62**

Are you aware of any programs or credentials offered by universities designed to help educators attain any of the above skills?

(Respondents could only choose a **single** response)

Response	Chart	Frequency	Count
No		**51.6%**	**32**
Yes (please specify)		48.4%	30
		Valid Responses	**62**
		Total Responses	**62**

When do you anticipate the next significant move in your professional career?

(Respondents could only choose a **single** response)

Response	Chart	Frequency	Count
Less than one year		8.1%	5
One to two years		**25.8%**	**16**
Three to four years		21.0%	13
Five years		16.1%	10
More than five years		9.7%	6
Unsure		19.4%	12
		Valid Responses	**62**
		Total Responses	**62**

How likely are you to enroll in a college or university in the next three years to pursue a credential to enhance your professional skills and career?
(Respondents could only choose a **single** response)

Response	Chart	Frequency	Count
Not at all likely		**25.8%**	**16**
Unlikely		11.3%	7
Unsure		17.7%	11
Likely		22.6%	14
Very likely		22.6%	14
		Valid Responses	62
		Total Responses	62

Why do you feel you are unsure or unlikely to enroll in a college or university in the next three years?
(Respondents could only choose a **single** response)

Response	Chart	Frequency	Count
I may enroll in the next two or three years, but not in the next year		11.8%	4
I do not know of a program that will meet my needs		11.8%	4
My employer will not reimburse/pay for continuing my education		0.0%	0
I am currently enrolled in a program (please specify program)		5.9%	2
I do not have time to go back to school		14.7%	5
I do not see the value in earning an academic credential		14.7%	5
I feel I have all the education needed to perform my job		**29.4%**	**10**
I will seek out professional development opportunities outside of a college/university (please specify)		11.8%	4
		Valid Responses	34
		Total Responses	34

Of the following choices, please rank in the order of importance your top three motivations for enrolling in a college or university program in the next three years*(Rows 6-10 not shown):*
Respondents were asked to **rank** their choice(s).

		1	2	3	4	5	Total	Mean
Adding skills	Count	**7**	3	3	0	0	**13**	1.692
	% by Row	**53.8%**	23.1%	23.1%	0.0%	0.0%	**100.0%**	
Making myself more marketable	Count	1	**4**	**4**	0	0	**9**	2.333
	% by Row	11.1%	**44.4%**	**44.4%**	0.0%	0.0%	**100.0%**	
Looking to improve my performance in my current job	Count	**9**	8	7	0	0	**24**	1.917
	% by Row	**37.5%**	33.3%	29.2%	0.0%	0.0%	**100.0%**	
Looking to improve my pay at my current job	Count	2	2	**3**	0	0	**7**	2.143
	% by Row	28.6%	28.6%	**42.9%**	0.0%	0.0%	**100.0%**	
Looking to change jobs/earn a promotion	Count	1	**3**	2	0	0	**6**	2.167
	% by Row	16.7%	**50.0%**	33.3%	0.0%	0.0%	**100.0%**	
Earning certification required in my field	Count	**7**	1	2	0	0	**10**	1.500
	% by Row	**70.0%**	10.0%	20.0%	0.0%	0.0%	**100.0%**	
Earning CEUs that are required for my field	Count	0	**2**	0	0	0	**2**	2.000
	% by Row	0.0%	**100.0%**	0.0%	0.0%	0.0%	**100.0%**	
Taking advantage of tuition assistance	Count	0	0	**1**	0	0	**1**	3.000
	% by Row	0.0%	0.0%	**100.0%**	0.0%	0.0%	**100.0%**	
Building a professional network	Count	2	3	**4**	0	0	**9**	2.222
	% by Row	22.2%	33.3%	**44.4%**	0.0%	0.0%	**100.0%**	
Being an agent for positive change in my district.	Count	7	**10**	**10**	0	0	**27**	2.111
	% by Row	25.9%	**37.0%**	**37.0%**	0.0%	0.0%	**100.0%**	
Total	Count	**36**	**36**	**36**	**0**	**0**	**108**	N/A
	% by Row	**33.3%**	**33.3%**	**33.3%**	**0.0%**	**0.0%**	**100.0%**	

Which level of education would you be most interested in enrolling in?
(Respondents could only choose a **single** response)

Response	Chart	Frequency	Count
MBA		0.0%	0
EdS		**58.3%**	**21**
EdD		27.8%	10
PhD		11.1%	4
Other (please specify)		2.8%	1
		Valid Responses	**36**
		Total Responses	**36**

Which program title do you feel best describes the skills you are seeking to develop:
(Respondents could only choose a **single** response)

Response	Chart	Frequency	Count
Educational Administration		27.8%	10
Educational Leadership		**69.4%**	**25**
Educational Management		2.8%	1
Other (please specify)		0.0%	0
		Valid Responses	**36**
		Total Responses	**36**

Which type of program delivery do you prefer/anticipate enrolling in?
(Respondents could only choose a **single** response)

Response	Chart	Frequency	Count
100% online		22.2%	8
Hybrid/blended (combination of online and traditional classroom format)		**66.7%**	**24**
Traditional classroom format at a college campus		8.3%	3
Traditional classroom format at your workplace		0.0%	0
Other (please specify)		2.8%	1
		Valid Responses	**36**
		Total Responses	**36**

How familiar are you with Boise State University?
(Respondents could only choose a **single** response)

Response	Chart	Frequency	Count
Have never heard of		0.0%	0
Have heard of but not knowledgeable of		5.2%	3
Have some knowledge of		20.7%	12
Very familiar		**74.1%**	**43**
		Valid Responses	58
		Total Responses	58

Within the next three years, how likely would you be to enroll in Boise State's Ed.S. in Educational Leadership program?
(Respondents could only choose a **single** response)

Response	Chart	Frequency	Count
Not at all likely		**39.7%**	**23**
Unlikely		10.3%	6
Unsure		20.7%	12
Likely		15.5%	9
Very likely		13.8%	8
		Valid Responses	58
		Total Responses	58

What do you find most appealing about Boise's proposed program? *Select all that apply*
(Respondents were allowed to choose **multiple** responses)

Response	Chart	Frequency	Count
Addresses a skill set I feel I will need to develop to advance in my career		**70.6%**	**12**
It will fulfill my goal for professional development		52.9%	9
I feel this is a unique program		23.5%	4
The program will pair me with a mentor with practical experience		23.5%	4
It is an Ed.S. degree- more appealing to me than another credential type		41.2%	7
The program is offered in a hybrid format		35.3%	6
The program is offered by Boise State		47.1%	8
I prefer a cohort model rather than self-paced coursework		47.1%	8
I prefer an integrated approach to course curriculum rather than traditional, stand-alone coursework on single topics		58.8%	10
Other (please specify)		11.8%	2
		Valid Responses	**17**
		Total Responses	**17**

How familiar are you of the Educational Leadership programs offered by these institutions?
(Respondents could only choose a **single** response for each topic)

		Have never heard of	Have heard of but not knowledgeable of	Have some knowledge of	Very familiar	Total	Mean	Std Dev
Idaho State University	Count	4	**8**	5	4	**21**	2.429	1.028
	% by Row	19.0%	**38.1%**	23.8%	19.0%	**100.0%**		
Northwest Nazarene University	Count	0	6	**10**	5	**21**	2.952	0.740
	% by Row	0.0%	28.6%	**47.6%**	23.8%	**100.0%**		
University of Idaho	Count	1	3	5	**12**	**21**	3.333	0.913
	% by Row	4.8%	14.3%	23.8%	**57.1%**	**100.0%**		
University of Nevada-Reno	Count	7	**11**	2	1	**21**	1.857	0.793
	% by Row	33.3%	**52.4%**	9.5%	4.8%	**100.0%**		
University of Oregon	Count	7	**12**	2	0	**21**	1.762	0.625
	% by Row	33.3%	**57.1%**	9.5%	0.0%	**100.0%**		
Total	Count	**19**	**40**	**24**	**22**	**105**	N/A	N/A
	% by Row	**18.1%**	**38.1%**	**22.9%**	**21.0%**	**100.0%**		

Overall, which program do you feel you would ultimately like to enroll into, with 1 being your top choice? *(Rows 6-9 not shown)*
Respondents were asked to **rank** their choice(s).

		1	2	3	4	5	Total	Mean	Std Dev
Boise State University Ed.S.	Count	**10**	8	0	0	0	**18**	1.444	0.511
	% by Row	**55.6%**	44.4%	0.0%	0.0%	0.0%	**100.0%**		
Idaho State University Ed.D.	Count	1	**2**	1	0	0	**4**	2.000	0.816
	% by Row	25.0%	**50.0%**	25.0%	0.0%	0.0%	**100.0%**		
Northwest Nazarene University Ed.S.	Count	2	**7**	4	0	0	**13**	2.154	0.689
	% by Row	15.4%	**53.8%**	30.8%	0.0%	0.0%	**100.0%**		
Northwest Nazarene University Ed.D.	Count	2	0	**3**	2	0	**7**	2.714	1.254
	% by Row	28.6%	0.0%	**42.9%**	28.6%	0.0%	**100.0%**		
University of Idaho Ed.S.	Count	**6**	4	2	1	0	**13**	1.846	0.987
	% by Row	**46.2%**	30.8%	15.4%	7.7%	0.0%	**100.0%**		
University of Nevada-Reno Ph.D.	Count	0	0	0	0	0	**0**	N/A	N/A
	% by Row	0.0%	0.0%	0.0%	0.0%	0.0%	**100.0%**		
University of Nevada-Reno Ed.D.	Count	0	0	**1**	0	0	**1**	3.000	N/A
	% by Row	0.0%	0.0%	**100.0%**	0.0%	0.0%	**100.0%**		
University of Oregon Ph.D.	Count	0	0	0	0	0	**0**	N/A	N/A
	% by Row	0.0%	0.0%	0.0%	0.0%	0.0%	**100.0%**		
University of Oregon Ed.D	Count	0	0	0	0	**1**	**1**	5.000	N/A
	% by Row	0.0%	0.0%	0.0%	0.0%	**100.0%**	**100.0%**		
Total	Count	**21**	**21**	**11**	**3**	**1**	**57**	N/A	N/A
	% by Row	**36.8%**	**36.8%**	**19.3%**	**5.3%**	**1.8%**	**100.0%**		

What is your ultimate degree attainment goal?
(Respondents could only choose a **single** response)

Response	Chart	Frequency	Count
Bachelor's degree		1.6%	1
Post-baccalaureate certificate		0.0%	0
Master's degree		4.8%	3
Graduate certificate		0.0%	0
PhD		9.7%	6
EdD		22.6%	14
EdS		**50.0%**	**31**
Other doctoral or professional degree (e.g. MD, JD)		1.6%	1
Other (please specify)		9.7%	6
		Valid Responses	**62**
		Total Responses	**62**

Approximately how many hours do you work each week?
(Respondents could only choose a **single** response)

Response	Chart	Frequency	Count
0 to 20 hours		0.0%	0
21 to 30 hours		1.6%	1
31 to 40 hours		4.8%	3
41 to 50 hours		24.2%	15
51 to 60 hours		**45.2%**	**28**
61 to 70 hours		14.5%	9
Over 70 hours		9.7%	6
Unsure/It varies		0.0%	0
		Valid Responses	**62**
		Total Responses	**62**

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LEWIS-CLARK STATE COLLEGE

SUBJECT

Lewis-Clark State College (LCSC) request for waiver of Board's Student Health Insurance Program policy

REFERENCE

April 2010	Board approval of Student Health Insurance Program (SHIP) Consortium contract
April 2012	Board consideration of several options for SHIP policy waiver. Motion failed.
September 2012	Board considered 1st reading of amendments to Board policy III.P.16. (SHIP). Motion failed.

APPLICABLE STATUTE, RULE, OR POLICY

Idaho State Board of Education Policy Section III.P.16.a-b.

BACKGROUND/DISCUSSION

Idaho State Board of Education policy III.P.16 provides that "*Every full-fee paying student . . . attending classes in Idaho shall be covered by health insurance. Students shall purchase health insurance offered through the institution, or may instead, at the discretion of each institution, present evidence of health insurance coverage that is at least substantially equivalent to the health insurance coverage offered through the institution*. In 2009, Lewis-Clark State College (LCSC), Boise State University (BSU), and Idaho State University (ISU) formed a consortium in an attempt to acquire student insurance coverage plans at a more reasonable rate. Eastern Idaho Technical College (EITC), while not a party to the consortium, has used the same provider for their Student Health Insurance Program (SHIP) coverage.

In the period since the Board mandated student health insurance coverage in 2003, the health insurance world has changed considerably. Following steep increases in last year's SHIP rates within the consortium (the cost increased from approximately $1,200 per year several years ago to over $1,700 per year in FY2013), LCSC faces another significant premium increase. In order to avoid the provider's proposed $565 increase for FY2014, the College reduced base plan coverage to limit the increase to $260 dollars (at an annual cost of $1,960). Even with Spartan coverage, the cost of the consortium-negotiated policy could be a significant hurdle for LCSC students with limited economic means.

Dramatically higher insurance rates and the volatility of federal, state, and industry requirements have made it exceedingly hard to match a "one-size-fits-all" College-provided policy against the widely varying needs of individual students and their families. Some families need more comprehensive coverage, while others would be better served by a no-frills catastrophic cap policy.

It is problematic to insist that all student insurance plans be "at least substantially equivalent" to the coverage details of the consortium plan. It is also problematic to adjudicate exceptions to the rules to best meet the needs of individual students and their families, while carrying out the letter and spirit of the 2003 Board Policy.

Mandatory insurance costs have risen to the point that for 2013-14 they would be close to the equivalent of one semester of tuition. This financial pressure is leading some students to reduce their course loads and enroll part time to escape escalating insurance fees.

In 2014, under the Patient Protection and Affordable Care Act (PPACA), the federal insurance mandate will come into effect, with new options and sanctions. We believe it will no longer be necessary to withhold public education from Idahoans on the condition of health insurance coverage, and that federal and state law will cover the options and consequences of private citizens' decisions, based on their unique circumstances.

Locality-specific concerns over the potential impact of uninsured students on county indigent health care costs appears to have been one of the major drivers of the Board's decision to mandate student health insurance at the four-year institutions. This impact had not been a factor within the Lewis-Clark Valley community, is not currently a problem (for example, with part-time students), and it is not foreseen as a problem in the future.

LCSC has a broad cross-section of students with different economic means and different education and health needs. As reflected in our Board-assigned, complementary baccalaureate and community college missions, we strive to be accessible to students and families with limited financial resources. Ironically, LCSC is not afforded the same flexibility to carry out this mission as the community colleges, which have operated successfully outside the Board's mandatory SHIP policy.

IMPACT

A one year waiver, on a trial basis, of the Board's SHIP policy would enable LCSC to test the waters of the new health insurance environment and to determine if students could be adequately served acting as customers with freedom to choose the options which make the best sense for themselves and their families. LCSC would continue to participate in the current consortium, but students would be able to pick policies which matched their needs, without imposing an extra level of administrative oversight and adjudication on the adequacy of those choices under penalty of being barred from enrollment. The College would continue to mandate health insurance for inter-collegiate athletes and for international students. The College would analyze operations under the temporary waiver and submit recommendations for future procedures to the Board at the regular February 2014 meeting.

STAFF COMMENTS AND RECOMMENDATIONS

At the Board's regular April 2012 meeting Boise State University (BSU), Idaho State University (ISU), Lewis-Clark State College (LCSC) and Eastern Idaho Technical College (EITC) requested that the Board waive its policy for mandatory student health insurance for one year in order to give time for the legal status of PPACA to manifest and for the institutions to evaluate student health insurance options. A motion was made "to delegate to the presidents of the colleges and universities authority to establish guidelines for student health insurance for the coming year." The motion failed for lack of a second.

At a special Board meeting on September 14, 2012, BSU, ISU and LCSC presented a different request for approval. Every full-time student would have still been required to be covered by health insurance. The proposed changes would have made institution-provided insurance permissive but not mandatory. In addition, the proposed changes would have streamlined operations to eliminate the current administrative efforts spent on enrolling in plans. The motion was to approve the first reading of the amendment to Board Policy III.P.16. The motion failed due to lack of a second.

LCSC is requesting a waiver of Board policy only with respect to the mandatory requirement that all full-fee paying student be covered by health insurance. LCSC would still provide an opportunity for students to purchase health insurance on a voluntary basis. Staff notes that mandatory student health insurance may be covered by federal financial aid, but optional insurance cannot be included in education costs for purposes of financial aid.

BOARD ACTION

I move to waive Board policy III.P.16. for Lewis-Clark State College, only with respect to mandatory student health insurance coverage, for FY2014 only, and to direct LCSC to evaluate student health insurance options for subsequent years and report findings and recommendations to the Board by no later than the February 2014 regular Board meeting.

Moved by ___________ Seconded by__________ Carried Yes _____ No _____

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SUBJECT

Board Policy V.M. Intellectual Property – First Reading

REFERENCE

October 2010	Board approved first reading of proposed amendments to Board Policy V.M.
December 2010	Board approved second reading of proposed amendments to Board Policy V.M. and requested the institutions bring forward their individual technology transfer policies to the Board for approval within 12 months.
June 2012	Board considered the institution's internal technology transfer policies and referred the issue to the IRSA Committee.

APPLICABLE STATUTE, RULE, OR POLICY

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

BACKGROUND/DISCUSSION

In 2010 amendments were made to Board Policy V.M. Intellectual Property in response to concerns voiced by industry partners regarding ambiguity in the policy with respect to: (1) vagueness regarding the Board's versus an institution's claim of ownership; and (2) once an institution does claim ownership, what authority it has in terms of transferring, conveying, disclaiming, etc. those ownership rights. In December of 2010 when the Board approved the second reading of the proposed amendments the institutions were directed to bring forward their individual technology transfer policies for Board approval within the following 12 months.

The institutions brought forward their proposed internal technology transfer policies to the Board for approval at the June 2012 Board meeting. There was extensive discussion during the Board meeting regarding the institutions internal policies and whether or not the institutions had received feedback from industry partners on their policies and whether or not there was a need to further refine the Board policy. Final action at the Board meeting was to refer the item to the Instruction, Research, and Student Affairs (IRSA) Committee for further discussion. The IRSA Committee discussed the issue and reviewed proposed changes to the Board's policy including the incorporation of technology transfer guiding principles similar to those used by other research institutions. The University of Idaho, Boise State University, and Idaho State University participated in the discussion and expressed some concerns with the sample guidelines that were provided for discussions. IRSA asked the institutions to work together to propose amendments to the Board policy and bring forward licensing guidelines similar to those discussed during the IRSA Committee meeting. The proposed Board amendment in Attachment 1 and the licensing guidelines in Attachment 2 are the result of the collaborative effort by the institutions. The attached Institution Technology Licensing Guidelines are a compilation of the University of California's licensing guidelines and Association of University Technology Managers (AUTM) *Nine Points to Consider in Licensing University Technology*.

IMPACT

The proposed changes to the policy include the incorporation of the licensing guidelines and will further clarify the Boards intent in regards to the institutions relationship and the transfer of technology developed at the institutions. Following approval of the second reading of Board policy V.M. the institutions will bring forward their internal policies for Board approval.

ATTACHMENTS

Attachment 1 – Board Policy V.M. – First Reading.	Page 5
Attachment 2 – Institution Technology Licensing Guidelines	Page 10

STAFF COMMENTS AND RECOMMENDATIONS

The universities' general counsel have worked collaboratively to bring forward the proposed amendments and licensing guidelines for Board consideration. Due to the timing around the receipt of the proposed changes, additional industry feedback on the proposed changes to the Board policy have not been received. The proposed changes have been distributed to the Higher Education Research Council, with a request to review the policy amendments and licensing guidelines and provide feedback to Board staff regarding these changes. Feedback will be received prior to the second reading of the policy amendments.

Further clarification is needed should the board approve the adoption of the licensing guidelines as to how binding they are on the institutions. The institutions have expressed the need for flexibility in dealing with licensing and technology transfer due to the unique nature of each situation. It is necessary that the Board be very clear in the policy whether or not the institutions are required to follow the licensing guidelines or are only being requested to follow them when the institutions determine it is feasible to do so.

Staff recommends approval of the first reading of the policy with the adoption of the guiding principles at the same time as the second reading of the proposed changes. The final adoption of the guiding principles at the same time as the second reading will allow for additional feedback from industry as well as from the institutions on the licensing guidelines.

BOARD ACTION

I move to approve the first reading of proposed amendments to Board Policy Section V.M. Intellectual Property as presented.

Moved by __________ Seconded by __________ Carried Yes _____ No _____

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1. Objectives and Purposes

The State Board of Education, on behalf of the state of Idaho, and the Board of Regents, on behalf of the University of Idaho, (hereinafter collectively referred to as the "Board") ~~recognize the dynamic relationship between research and education in postsecondary educational institutions. The Board~~ recognizes that ~~inventions, discoveries and published works of commercial importance~~ intellectual property, including patentable inventions and copyrightable works, may be the natural outgrowth of ~~research.~~ the educational, research, and outreach missions of Idaho's postsecondary education institutions. The Board ~~intends~~ is dedicated to promot~~e~~ing the beneficial use of such intellectual propert~~ies~~y for Idaho and the nation. ~~While postsecondary educational institutions must remain open to intellectual inquiry, this openness carries with it the obligation to contribute to the economic growth and development of Idaho and the nation.~~ Th~~e~~is ~~following~~ intellectual property polic~~ies~~y seeks to balance the institutional obligation~~s~~ to preserve open access and inquiry ~~while also actively seeking~~ with the concomitant obligation to foster and advance the ~~commercial value of intellectual property produced by employees of Idaho's postsecondary educational institutions~~ dissemination and use of institutional intellectual property for the public benefit, which may occur through development of protectable discoveries and inventions through rigourous scientific investigation and research, and the development, acquisition, and licensing of patents and other intellectual property for the economic growth and development of Idaho and the nation.

In furtherance of this objective, institutions shall in accordance with the Idaho Institution Licensing Guidelines, adopted by the Board June 2012, assign, transfer, sell or license inventions, or patents or other intellectual property owned by the institutions:

a. to entities that make, market and sell products or services or that contractually agree to do so in connection with the licensed or transferred intellectual property;
b. where the primary purpose of such assignment, transfer, sale or license directly aids and promotes the further development and commercialization of licensed products or services by such entity, and is not intended primarily for the purpose of further licensing or sublicensing such invention or patent to third parties for monetary gain only;
c. where necessary for the institution to perform or have performed sponsored research or other institutional activities, including compliance with applicable requirements of law or contract associated with such research or other activity; or
d. where the transferee is a non-profit entity engaged in research and education and the assignment, transfer, sale or license promotes further research and education for the public good and does not unduly impact use of the intellectual property to contribute to economic growth and development.

2. Intellectual Property

   a. Definition. Intellectual property includes, but is not limited to, any invention, discovery, creation, know-how, trade secret, technology, scientific or technological development, plant variety, research data, mark, design, mask work, work of authorship, and computer software regardless of whether subject to protection under patent, trademark, copyright or other laws.

   b. Claim of ownership interest. The Board, on behalf of the state of Idaho, through and by Idaho's postsecondary educational institutions under the governance of the Board (hereinafter referred to as "institutions") claims ownership of any intellectual property developed under any of the following circumstances:

      i. Arising from any work performed by an employee of any institution during the course of their duties to the institution;

      ii. Arising from any ~~work performed~~ use by an employee of an institution or other ~~individual~~person~~, ~~us~~ing~~e of Board or institution resources not openly available to members of the general public including, but not limited to, laboratories, studios, equipment, production facilities, office space, personnel, or specialized computing resources; or

      iii. Arising from any work performed by an employee of an institution under contract in a program or project sponsored by an institution or between institutions or a closely related research foundation.

   c. Disclaimer of ownership interest. The Board claims no ownership interest in any intellectual property developed by the employee(s) or other person(s), including but not limited to contractor(s) of an institution under the following circumstances:

      i. When the work is performed outside the assigned duties of the employee/~~contractor~~other person; and

      ii. When the employee/~~contractor~~other person is without benefit of Board or institution facilities except libraries.

   d. Policy review. Institutional policies setting out technology transfer administration, including evaluating, financing, assignment, marketing, protection, and the division and use of royalties, as well as amendments thereto, must be submitted to the Board for its review and approval.

   e. Condition of employment - Institution employees and contractors must, as a condition of employment or contract, agree and adhere to the Board approved policy on intellectual property.

3. Copyrights

   a. Notwithstanding Section 2.c. of this Policy, when institution employees~~/contractors~~or other persons are ~~expressly directed~~specially ordered or commissioned to produce specific work ~~for publication, performance or display in the course of their employment duties~~, the institution reserves the right to ~~copyright the publication~~ seek and obtain registration of copyright for such works in the name of the state of Idaho or the institution or to ~~publish~~use such work without securing a copyright registration.

   b. Except as noted in Section 3.a. above, neither the Board nor any institution is required to claim an ownership interest in works submitted for publication, performance or display by institution employees/~~contractors~~other persons. Instead, institutions subject to this ~~P~~policy may elect, by contract or institutional policy, to claim an interest in copyrightable material produced, in whole or part, by their employees or ~~contractors~~other persons subject to this policy. Institutional policy shall provide for institutional ownership in circumstances including, but not limited to, the following:

      i. In cases of specific contracts providing for institutional ownership,

      ii. In cases where the constituent institution or sponsor may employ personnel for the purpose of producing a specific work,

      iii. Where institutional ownership is deemed necessary in order to reflect the contribution of the institution to the work, or

      iv. Where a sponsored agreement requires institutional ownership.

4. Intellectual Property Transfer

   a. The Board delegates to the institutions the right to transfer, convey, license, or disclaim, in accordance with the Idaho Institution Licensing Guidelines, rights in intellectual properties developed within each respective institution~~ under this policy~~. This policy allows the institutions to effect knowledge transfer and foster economic growth and development. Under this policy, each respective institution may:

      i. Grant any or all intellectual property rights to affiliated research foundations for further development or transfer.

      ~~ii. Act to convey any or all intellectual property rights to for-profit, non-profit, and/or governmental entities.~~

~~iii. Grant exclusive intellectual property rights to for-profit, non-profit, and/or governmental entities.~~

ii. Sell, assign, transfer, or exclusively or non-exclusively license intellectual property rights owned by the institution to for-profit, non-profit, and/or governmental entitites that make, market and sell products or services or that contractually agree to do so in connection with the transferred or licensed intellectual property, or where the primary purpose of such assignment, transfer, sale or license directly aids and promotes the further development of the intellectual property or commercialization of products or services or the underlying intellectual property by such entity. However, such assignment, transfer, sale or license must not be for the sole or primary purpose of bring an infringement action.

iii. Sell assign, transfer, or exclusively or non-exclusively license to institution employees or other persons subject to this policy.

iv. Collect and disburse license payments in accordance with institutional policy to inventors and their departments and colleges, as well as to their institutions.

v. Permit institutional employees the right to participate in ownership and governance of for-profit, non-profit, and/or governmental entities that licensed institutional intellectual property to produce and market products and technology based on or derived from the licensed the intellectual property, subject to the conflict of interest policies set forth in Idaho State Board of Education Governing Policies and Procedures, Section I.G. and II.Q.

b. Each institution shall develop an institutional policy on technology transfer. At a minimum, an institution's policy shall include:

i. The name of the institutional position (or office) with the authority and responsibility for carrying out the policy and binding the institution contractually.

ii. Policy and plans for patent acquisition (i.e., who initiates, who pays the lawyers, and an enumeration of the duties, responsibilities, and a process for settling debates).

iii. The range of allowable institutional involvement in the transfer process (i.e., from licensing to acceptance of institutional ownership interests, continued development in institutional facilities for the benefit of the licensee, business planning or production assistance).

c. At the request of the Board the appropriate officer of each institution shall report on technology transfer activities that have occurred at the institution and the general effectiveness of the institution in deploying technology. Institutions should report performance data through the annual Association of University Technology Licensing survey. The report shall also indicate whether any employees of the institution or its respective research foundation have a financial interest in the entity to which the intellectual property rights were conveyed. Terms of any license or technology transfer contract will be made available in confidence upon request for inspection by the Board.

Idaho State Board of Education
Institution Technology Licensing Guidelines

The Idaho State Board of Education (Board) recognizes that institutions must share intellectual property with the public for the betterment of society. To provide a set of operating guidelines for such technology transfer, the Board has adopted these guidelines, derived from the "Nine Points" publication produced by the Association of institution Technology Managers (AUTM) and the "University Licensing Guidelines" adopted by the Regents of the University of California.

The College and Universities under the Board's governance (hereinafter collectively "institutions" or "institution") share certain core values that can and should be maintained to the fullest extent possible in all technology transfer agreements. The purpose of licensing institution intellectual property (IP) rights and materials is to encourage the practical application of the results of institution research by industry for the broad public benefit; meet our obligations to sponsors of institution research: build research relationships with industry partners to enhance the research and educational experience of researchers and students; stimulate commercial uptake and investment; stimulate economic development; and ensure an appropriate return of taxpayer investments in institution research. Financial returns from technology licensing provide additional support for research and education, an incentive for faculty retention, and support of the institution technology transfer program. Institutions are charged to pursue these objectives in licensing institution IP. In carrying out these objectives, institutions are called upon to make complex licensing decisions based upon a multiplicity of facts and circumstances and by applying their professional experience, in consideration of the following guidelines. It is incumbent of the institutions to analyze each licensing opportunity individually in a manner that reflects the business needs and values of their institution, but at the same time, to the extent appropriate, also to bear in mind the concepts articulated herein when crafting agreements with industry. Multiple factors must be considered in each transaction, such as: the nature and stage of development of the technology; the breadth and complexity of the potential fields of use; the product development path and timeline; the extent of intellectual property protection; the relevant markets and market niches; specific campus practices; unique needs of prospective licensees; ethical considerations for the use of future products; and emerging issues, among other elements. All factors require careful consideration in developing a relationship with a prospective licensee, and the institution needs flexibility to address each of these issues. Further, the result of any one licensing decision may or may not be appropriate to another similar situation, as changes in knowledge and individual factors should be taken into consideration for each case-specific circumstance.

In all cases, the institution reserves the right, to the fullest extent permitted by Board policy and law, to exercise its discretion over decisions regarding its choice of licensee, the extent of rights licensed, and/or a refusal to license to any party.

GUIDELINES

1. The primary objective in developing a patenting and licensing strategy for an invention should be to support the education, research, and public benefit mission of the institution.

The institution recognizes the need for and desirability of broad utilization of the results of institution research, not only by scholars but also for the general public benefit, and acknowledges the importance of the patent system in providing incentives to create practical applications that achieve this latter goal.

In addition, with respect to federally-funded inventions (which comprise a large portion of the institution's invention portfolio), the Bayh-Dole Act (35 U.S.C. 200-212) requires the institution's use of the patent system to promote the utilization of inventions arising from federally supported research, to encourage maximum participation of small business firms, to promote collaboration between commercial concerns, nonprofits and universities and to promote free enterprise without unduly encumbering future research and discovery. As such, the institution is responsible for crafting a technology management strategy that supports the education, research, and public service mission of the institution. This requires establishing a balance of priorities between the timely transfer of technology to industry for commercialization while preserving open access to research results for use by the institution and the research community.

A primary licensing decision is whether to license exclusively or non-exclusively. The institution should consider licensing either non-exclusively, or exclusively within specific fields-of- use when an invention is broad in scope and can be used in multiple industries as well as for a platform technology that could form the basis of new industries. In general, institutions should consider granting exclusive licenses to inventions that require significant investment to reach the market or are so embryonic that exclusivity is necessary to induce the investment needed to develop and commercialize the invention or when the technology requires a company willing to dedicate financial resources and the additional research to realize the commercial potential. Finally, as noted below, exclusive licensing must have performance milestones connected to the continuation of such exclusivity.

Alternatively, an exclusive "field-of-use" license is a way to create market incentives for one company while enabling the institution to identify additional licensees to commercialize the invention in additional markets. In some cases, a limited-term exclusive license that converts to a non-exclusive license can be an effective strategy to meet the public benefit objective. Further, special consideration should be given to the impact of an exclusive license on uses of a technology that may not be appreciated at the time of initial licensing. A license grant that encompasses all fields of use for the life of the licensed patent(s) may have negative consequences if the subject technology is found to have unanticipated utility. This possibility is particularly troublesome if the licensee is not able or willing to develop the technology in fields outside of its core business. Institutions are encouraged to use approaches that balance a licensee's legitimate commercial needs against the university's goal (based on its educational and charitable mission and the public interest) of ensuring broad practical application of the fruits of its research programs.

Finally, the licensing strategy should ensure prompt broad access to unique research resources developed by the institution. To preserve the ability of the institutions to perform research, ensuring that researchers are able to publish the results of their research in dissertations and peer- reviewed journals and that other scholars are able to verify published results without concern for patents, the institution should consider reserving rights in all fields of use, even if the invention is licensed exclusively to a commercial entity, for themselves and other non-profit and governmental organizations. This is designed to practice inventions and to use associated information and data for research and educational purposes, including research sponsored by commercial entities and to transfer research materials and results to others in the non-profit and governmental sectors. Clear articulation of the scope of reserved rights is critical.

2. Institution must meet existing third party obligations

Research projects increasingly involve a multiplicity of third party agreements and relationships. For some inventions, the institution will have existing licensing obligations to a company or other research partner based upon contractual commitments made under sponsored research, material transfer, database access, inter-institutional, or other third-party IP agreements. Institutions shall seek to identify all licensing obligations to third parties so that such obligations can be met. While the inventor(s) should be required to identify these obligations at the time of disclosure to the institution, the institution is encouraged to verify the completeness or accuracy of the inventor(s) obligations.

Direct discussions with the inventor(s) and/or review of system-wide and local contract and grant databases may help determine whether the appropriate agreements are identified. Careful review of these agreements is critical to understanding the nuances of any third party obligations. Copies of any relevant agreements should be retained in the licensing file for future reference and to document the basis for decisions affecting the status of such third party obligations.

In addition, the institution should evaluate any other factors that may affect the institution's right to license the invention. The institution should investigate whether an inventor's disclosed invention entails a possible claim to prior ownership rights by a third party based upon the inventor's previous or current outside activities, for example, consulting arrangements, visiting scientist agreements, inventor start-up companies, and other contract obligations, particularly in light of court decisions (e.g. Stanford v. Roche, Fed Cir., 2009).

3. The selected licensee should be capable of bringing the invention to the marketplace and the license should be structured in a manner that encourages technology development and use.

The institution should seek licensees capable of bringing the invention to the marketplace in a timely manner. While often only one potential licensee comes forward for any given institution invention, the institution should nevertheless assess the potential licensee's technical, managerial and financial capability to commercialize the technology. From a programmatic perspective, licensing preference should be given to small business concerns, when appropriate, pursuant to federal law and regulations, provided such small businesses appear capable of bringing the technology to the marketplace.

Institutions should use care when licensing multiple technologies, invention portfolios, or a single technology with multiple variant applications to a single commercial organization to ensure that the licensing strategy meets the institution's desire to maximize public benefit.

In selecting a licensee, the institution, should consider whether the potential licensee:

- has a general business plan that delineates a clear strategy to commercialize the invention
- has or can secure the technical, financial and personnel resources to develop and commercialize the invention in a timely manner
- has experience relevant to developing and commercializing the invention
- has appropriate marketing capabilities
- possesses a strong desire and commitment to make the product/technology a success
- is able to meet any regulatory requirements needed to commercialize the technology
- has, or can develop sufficient capacity to satisfy the market demand for the technology
- demonstrates commitment to the institution's invention in light of other technologies competing for resources in the company
- has goals that generally align with those of the institution with respect to public benefit

The institution should obtain and retain documents that address the licensee's ability to bring the technology to the market. In the case of a start-up company, not all factors necessary to commercialize the technology may be present at the outset. The institution should consider whether the start-up has an appropriate level of resources and technical capabilities, given the development stage of the company and the nature of the invention, as well as whether the start-up has the potential to acquire the necessary resources to successfully develop and market the technology in a timely manner.

Institutions also need to be mindful of the impact of granting overly broad exclusive rights and should strive to grant just those rights necessary to encourage development of the technology. Performance milestones are a necessary part of any license, and are even more import in exclusive licenses.

In situations where an exclusive license is warranted, it is important that licensees commit to diligently develop the technology to protect against a licensee that is unable or unwilling to move an innovation forward. In long-term exclusive licenses, diligent development should be well-defined and regularly monitored during the exclusive term of the agreement and should promote the development and broad dissemination of the licensed technology. Ideally, objective, time-limited performance milestones are set, with termination or non-exclusivity (subject to limited, but reasonable, cure provisions) as the penalty for breach of the diligence obligation.

Another means of ensuring diligent development, often used in conjunction with milestones, is to require exclusive licensees to grant sublicenses to third parties to address unmet market or public health needs ("mandatory sublicensing") and/or to diligently commercialize new applications of the licensed rights. Such a requirement could also be implemented through a reserved right of the licensor to grant direct licenses within the scope of the exclusive grant to third parties based on unmet need. In such situations, it is important to ensure that the parties have a common understanding of what constitutes a new application or unmet need for the purpose of implementing such a provision.

3.A. Future Improvements

Although licensees often seek guaranteed access to future improvements on licensed inventions, the obligation of such future inventions may effectively enslave a faculty member's research program to the company, thereby exerting a chilling effect on their ability to receive corporate and other research funding and to engage in productive collaborations with scientists employed by companies other than the licensee – perhaps even to collaborate with other academic scientists. In particular, if such future rights reach to inventions made elsewhere in the university, researchers who did not benefit from the licensing of the original invention may have their opportunities restricted as well, and may be disadvantaged economically relative to the original inventors if the licensing office has pre-committed their inventions to a licensee.

For these reasons, exclusive licensees should not automatically receive rights to "improvement" or "follow-on" inventions. Instead, as a matter of course, licensed rights should be limited to existing patent applications and patents, and only to those claims in any continuing patent applications that are (i) fully supported by information in an identified, existing patent application or patent and (ii) entitled to the priority date of that application or patent.

In the rare case where a licensee is granted rights to improvement patents, it is critical to limit the scope of the grant so that it does not impact uninvolved researchers and does not extend indefinitely into the future. It is important to further restrict the grant of improvements to inventions that are owned and controlled by the licensor institution - i.e., (i) not made by the inventor at another institution, should they move on or (ii) co- owned with, or controlled by, another party. One refinement to this strategy would be to limit the license to inventions that are dominated by the original licensed patents, as these could not be meaningfully licensed to a third party, at least within the first licensee's exclusive field. As was discussed earlier, appropriate field restrictions enable the licensing not only of the background technology, but also of improvements, to third parties for use outside the initial licensee's core business. In all cases, a license to improvements should be subject to appropriate diligent development requirements.

It should be recognized, however, that not all "improvements" have commercial potential (for example, they may not confer sufficient additional benefit over the existing technology to merit the expense of the development of new or modified products), in which case a licensee might not wish to develop them. In general, it may be best simply not to patent such improvements.

4. *The license agreement should include diligence terms that support the timely development, marketing, and deployment of the invention.*

The institution should include diligence provisions in a license agreement to ensure that the licensee develops and commercializes the invention in a timely manner, especially when an invention is exclusively licensed. The institution's commitment to public benefit is not met by allowing an invention to languish due to a licensee's lack of commitment, "shelving" the technology to protect its competing product lines, or inadequate technical or financial resources. Appropriate diligence provisions are invention-specific and will vary depending on the circumstances. Common diligence obligations that an institution should consider include:

- the amount of capital to be raised (for a start-up) or the amount of funding committed (for an existing business) by the company to support the technology's development.

- specific dates by which the licensee must achieve defined milestones, such as: secure levels of regulatory approval; make a working prototype; initiate beta testing of a licensed product; receive formal market/customer feedback; achieve specific prototype performance thresholds (such as efficiency or size); establish a production facility; first sell the commercial product; or achieve a certain level of sales.

To ensure that the institution continues to manage its technologies as assets for the public's benefit, clearly defined diligence provisions allow verification of the licensee's compliance with its diligence obligations. Therefore, the licensing agreement language should be sufficiently specific so that both parties can determine whether the diligence obligations have been met. Further, the license should provide a remedy for failure to meet diligence obligations, such as termination of the license or, in the case of an exclusive license, a reduction to a non-exclusive license.

5. The license agreement should be approved as to legal integrity and consistency.

In order to ensure that the institution has the right to enter into licensing discussion, the institution should ensure that the inventors have signed an agreement that acknowledges the institutions patent policy, and institution claim of ownership of inventions under the Policy, and/or an actual Assignment Agreement that confirms the institution's ownership in the invention and that includes a present assignment of invention rights.

In determining the rights that can be granted in a license agreement, the institution should ask the inventors about past and present sponsors of their research, material providers, and independent consulting and other agreements (e.g., visitor, confidentiality, etc.) they have signed that could be related to the invention to determine if conflicting obligations exist between such agreements and the proposed license.

The institution shall ensure that the provisions of the license agreement are reviewed and approved by the institution Office of General Counsel, and comply with institution policies with regard to legal integrity and consistency, including the following concerns:

5.A. Use of Name:

The institution shall ensure that the license agreement prohibits the use of the institution's name, or the names of its employees, to promote the licensee or its products made under the license agreement, unless specifically approved by authorized institution personnel. The license may provide limited use of the institution's name where required by law, to give effective legal notice such as a copyright mark, or to make a statement of fact regarding the origin of plant material.

5.B. Indemnification:

The institution shall ensure that the license agreement contains an indemnification provision under which the licensee assumes all responsibility for any product or other liability arising from the exercise of the license covering the invention. The licensee should assume all responsibility as it has complete control over product development while the institution only provides rights under the patents it holds.

5.C. Limitation of Liability:

The institution shall ensure that the license agreement contains a provision that limits the institution's liability for any damages that may result from the licensee's acts under the license agreement (e.g., intellectual property infringement, lost profits, lost business, cost of securing substitute goods, etc.).

5.D. Insurance:

The institution shall ensure that the license agreement requires the licensee to carry sufficient insurance or have an appropriate program of self-insurance to meets its obligations to protect the institution, and provide evidence of such.

5.E. Limited Warranty:

The institution shall ensure that the license agreement contains a limited warranty provision stating that nothing in the license shall be construed as (i) a warranty or representation regarding validity, enforceability, or scope of the licensed patent rights; (ii) a warranty or representation that any exploitation of the licensed patent rights will be free from infringement of patents, copyrights, or other rights of third parties; (iii) an obligation for the institution to bring or prosecute actions or suits against third parties for patent infringement except as provided in the infringement provision of the license; (iv) conferring by implication, estoppel, or otherwise any license or rights under any patents or other rights of institution other than the licensed patent rights, regardless of whether such patents are dominant or subordinate to the licensed patent rights; and (v) an obligation to furnish any new developments, know-how, technology, or technological information not provided in the licensed patent rights.

5.F. Patent Prosecution:

The institution shall ensure that the license agreement contains a patent prosecution provision that stipulates the institution will diligently prosecute and maintain the patent rights using counsel of its choice who will take instructions solely from the institution. The institution will use reasonable efforts to amend any patent application to include claims requested by the Licensee. For an exclusive license, all such costs will be borne by the licensee. For non-exclusive licenses, a common practice is for each licensee to pay a pro-rata share of such costs.

5.G. Patent Infringement:

The institution shall ensure that an exclusive license agreement contains a patent infringement provision that stipulates that neither the institution nor the licensee will notify a third party (including the infringer) of infringement or put such third party on notice of the existence of any patent rights without first obtaining consent of the other party; with additional language that addresses infringement notification process, participation, control and prosecution of the suit, and payment of costs and sharing of awarded damages.

5.G.1. Infringement Action Considerations

In considering enforcement of their intellectual property, it is important that universities be mindful of their primary mission to use patents to promote technology development for the benefit of society. All efforts should be made to reach a resolution that benefits both sides and promotes the continuing expansion and adoption of new technologies. Litigation is seldom the preferred option for resolving disputes.

However, after serious consideration, if a university still decides to initiate an infringement lawsuit, it should be with a clear, mission-oriented rationale for doing so- one that can be clearly articulated both to its internal constituencies and to the public. Ideally, the university's decision to litigate is based on factors that closely track the reasons for which universities obtain and license patents in the first place, as set out elsewhere in this paper. Examples might include:

- Contractual or ethical obligation to protect the rights of existing licensees to enjoy the benefits conferred by their licenses; and
- Blatant disregard on the part of the infringer for the university's legitimate rights in availing itself of patent protection, as evidenced by refusal on the part of the infringer to negotiate with or otherwise entertain a reasonable offer of license terms.

5.G.2. Patent Aggregators and "Flippers"

As is true of patents generally, the majority of university-owned patents are unlicensed. With increasing frequency, university technology transfer offices are approached by parties who wish to acquire rights in such 'overstock' in order to commercialize it through further licenses. These patent aggregators typically work under one of two models: the 'added value' model and the so-called 'patent troll' model.

Under the added value model, the primary licensee assembles a portfolio of patents related to a particular technology. In doing so, they are able to offer secondary licensees a complete package that affords them freedom to operate under patents perhaps obtained from multiple sources. As universities do not normally have the resources to identify and in-license relevant patents of importance, they cannot offer others all of the rights that may control practice (and, consequently, commercialization) of university inventions. By consolidating rights in patents that cover foundational technologies and later improvements, patent aggregators serve an important translational function in the successful development of new technologies and so exert a positive force toward commercialization. For example, aggregation of patents by venture capital groups regularly results in the establishment of corporate entities that focus on the development of new technologies, including those that arise from university research programs. To ensure that the potential benefits of patent aggregation actually are realized, however, license agreements, both primary and secondary, should contain terms (for example, time-limited diligence requirements) that are consistent with the university's overarching goal of delivering useful products to the public.

In contrast to patent aggregators who add value through technology-appropriate bundling of intellectual property rights, there are also aggregators (the 'patent trolls') who acquire rights that cut broadly across one or more technological fields with no real intention of commercializing the technologies. In the extreme case, this kind of aggregator approaches companies with a large bundle of patent rights with the expectation that they license the entire package on the theory that any company that operates in the relevant field(s) must be infringing at least one of the hundreds, or even thousands, of included patents. Daunted by the prospect of committing the human and financial resources needed to perform due diligence sufficient to establish their freedom to operate under each of the bundled patents, many companies in this situation will conclude that they must pay for a license that they may not need. Unlike the original patent owner, who has created the technology and so is reasonably entitled to some economic benefit in recognition for its innovative contribution, the commercial licensee who advances the technology prior to sublicensing, or the added value aggregator who helps overcome legal barriers to product development, the kind of aggregator described in this paragraph typically extracts payments in the absence of any enhancement to the licensed technology. Without delving more deeply into the very real issues of patent misuse and bad-faith dealing by such aggregators, suffice it to say that universities would better serve the public interest by ensuring appropriate use of their technology by requiring their licenses to operate under a business model that encourages commercialization and does not rely primarily on threats of infringement litigation to generate revenue.

A somewhat related issue is that of technology ‘flipping’, wherein a non-aggregator licensee of a university patent engages in sublicensing without having first advanced the technology, thereby increasing product development costs, potentially jeopardizing eventual product release and availability. This problem can be addressed most effectively by building positive incentives into the license agreement for the licensee to advance the licensed technology itself – e.g., design instrumentation, perform hit-to-lead optimization, file an IND. Such an incentive might be to decrease the percentage of sublicense revenues due to the university as the licensee meets specific milestones.

5.H. Third Party Obligations and Conflicts of Interest:

Technology transfer offices should be particularly conscious and sensitive about their roles in the identification, review and management of conflicts of interest, both at the investigator and institutional levels. Licensing to a start-up founded by faculty, student or other university inventors raises the potential for conflicts of interest; these conflicts should be properly reviewed and managed by academic and administrative officers and committees outside of the technology transfer office. A technology licensing professional ideally works in an open and collegial manner with those directly responsible for oversight of conflicts of interest so as to ensure that potential conflicts arising from licensing arrangements are reviewed and managed in a way that reflects well on their university and its community. Ideally, the university has an administrative channel and reporting point whereby potential conflicts can be non-punitively reported and discussed, and through which consistent decisions are made in a timely manner.

5.I. Export Controls

Institution technology transfer offices should have a heightened sensitivity about export laws and regulations and how these bodies of law could affect university licensing practices. Licensing “proprietary information” or “confidential information” can affect the “fundamental research exclusion” (enunciated by the various export regulations) enjoyed by most university research, so the use of appropriate language is particularly important. Diligence in ensuring that technology license transactions comply with federal export control laws helps to safeguard the continued ability of technology transfer offices to serve the public interest.

6. The institution should receive fair consideration in exchange for the grant of commercial licensing rights.

The institution should ensure that institution receives fair consideration for commercial licenses of its inventions (as public assets created using public funds, supplies, equipment, facilities, and/or staff time) to private entities. Generally, the value of the consideration received by the institution should be based on the licensee's sale or distribution of licensed products or licensed services by the licensee. Other factors that impact the negotiation of the institution's consideration may include:

- the type of technology and industry
- the stage of development and market consideration
- the perceived value to the licensee's business and competitive position ("must-have" vs. "nice-to-have")
- the market potential, contribution of the technology to market penetration, and market sector dynamics (i.e. growing, static, declining?)
- the projected cost and risk of product development and marketing
- the competitive advantage over alternative products; is the invention a seminal "game-change" one or an incremental improvement?
- the likelihood of competing technologies
- the net profit margin of the anticipated product
- comparable prices for similar technologies or products
- the scope and enforceability of the institution's patent claims, extent of freedom-to-operate required, and years remaining on patent term
- the projected decrease in the cost of production or R&D expenditures
- the scope of license (exclusive/nonexclusive, narrow/broad fields of use, U.S./non- U.S.)
- the opportunity for accelerated time to market based upon the necessity for meeting a critical public need.

In general, the fair consideration to the institution should be in cash, but other forms of consideration may be accepted in partial lieu of cash fee(s) such as equity in the company (discussed below). The form of such consideration negotiated by the institution may vary widely based on case-specific factors.

The institution should consider including some or all of the following elements as part of the consideration:

6.A. Reimbursement of institution's patent costs:

The licensee pays for domestic and/or foreign patent applications either through an up-front fee that covers past and future costs and/or through a requirement to reimburse past, present and future costs upon invoicing by the institution. Where the technology is licensed to multiple parties, reimbursement may be done on a pro-rata basis. Full reimbursement by an exclusive licensee is standard institution practice.

6.B. License Issue fee:

The licensee pays a fee to the institution upon final execution of the license agreement either in a lump sum or on an agreed upon schedule. The amount of this fee should reflect the value of the invention at the time it is made available to the licensee. Such fees range widely, depending on the circumstance. Under some circumstances, the issue fee for small companies or start-ups may be partially postponed until sufficient investment capital is secured, or may be replaced in part by the institution's acceptance of equity in the company (see *Equity* below).

6.C. Running royalties:

The licensee pays ongoing consideration to the institution in the form of a running (or earned) royalty, typically calculated as a percentage of net sales or use of licensed products or services that incorporate the technology. Such royalties should not be "capped" at a pre-determined dollar level, as the institution should share fully in the success of any commercial use of technology made available to the licensee. In some rare cases, a running royalty value may be difficult to assess due to the particular market and the type of products being developed. In such cases a fixed amount for each unit of licensed product sold or a one-time or annual fee may be contemplated, where the fee should reflect the value of the invention over the projected length of patent protection (both U.S. and foreign).

6.D. Annual maintenance fee/minimum annual royalty:

The licensee pays an annual license maintenance fee which serves as a form of diligence and represents the licensee's continuing interest in and a financial commitment to commercialize the invention. A minimum annual royalty begins in the first year of commercial sales and serves not only as a diligence obligation but also incentivizes the licensee to achieve sales generating royalties that meet or exceed the minimum annual royalty. Typically, annual maintenance fees cease after commercial sales begin when they are replaced by the minimum annual royalty. Minimum annual royalties, if paid in advance, are generally creditable against the running royalty due that year. The institution may use these fees singly, in combination, or not at all as judgment dictates, however, including such fees not only creates diligence obligations but also provides annual income to support the institution's research and education mission.

6.E. Sublicensing fees:

Under an exclusive license where the licensee is permitted to transfer rights to third parties (a sublicense), the licensee pays the institution consideration for sales or use of licensed products or services by its sublicensees. The institution should receive a fair share of all consideration, including royalty and non-royalty income, received by the licensee from the sublicensee. It is institution practice not to include sublicensing rights under its non-exclusive licenses as the granting of such rights could place the licensee in direct licensing competition with the institution, except in those cases where the sublicensee's activities are necessary for the sublicensor to commercialize the licensed technology (e.g. sublicensee is a contract research organization or contract manufacturer providing a vital component to the sublicensor necessary for the licensed technology, etc.).

6.F. Equity:

To encourage commercialization of institution technology, the institution may accept equity in a company as partial consideration for invention licensing in a manner consistent with Board and institution policies. This option may be particularly useful in working with small or startup companies where financial considerations limit the company's and its investors' willingness to pay cash to the university for licensing costs, such as license issue fees and annual maintenance fees. When accepting equity, institutions should consider the risk- adjusted value of equity and the potential loss of value associated with dilution of equity.

6.G. Other:

The institution may negotiate forms of consideration other than those described above, such as milestone payments upon the completion of certain licensed product development events or upon financing or investment triggers (e.g., investment rounds, merger or acquisition, or a public stock offering). Other unique exchanges of value occasionally may be appropriate forms of fair consideration. The institution should note, however, that such non-monetary forms of consideration (other than equity) fall outside the royalty-sharing provisions of the institution Patent Policy. The institution should take care to not designate research funding as a form of consideration in a license as license income is subject to the royalty-sharing provisions of the institution Patent Policy whereas research funding is not consideration for a license but is fixed at a level to pay for the cost of conducting the research (Singer v. The Regents, 1996).

Finally, the institution should be aware that "overly-aggressive" negotiation of financial consideration may impede commercialization of an invention and may not be consistent with certain research sponsor guidelines (e.g., Federal, State, or non-profit extramural sponsorship policies). However, undervaluing a commercial license reduces the additional monetary support for research and education and compromises the principle of seeking a fair return on the public asset that is the institution's technology. The institution should weigh all appropriate factors discussed above in crafting a commercial license to create an optimal structure and fair consideration.

7. The license agreement should support the academic principles of the institution.

The institution should ensure that the provisions of the license agreement support the institution's academic teaching and research mission, including the following concerns:

7.A. Open Dissemination of Research Results and Information:

License agreements with external parties shall not limit the ability of institution researchers to disseminate their research methods and results in a timely manner. The most fundamental tenet of the institution is the freedom to interpret and publish, or otherwise disseminate, research results to support knowledge transfer and maintain an open academic environment that fosters intellectual creativity.

7.B. Accessibility for Research Purposes:

The institution should ensure that the license agreement protects the ability of institution researchers, including their student and research collaborators, to use their inventions in future research, thus protecting the viability of the institution's research programs. The institution has a commitment to make the results of its research widely available through publication and open distribution of research products for verification and ongoing research. The institution also seeks to foster open inquiry beyond the interests of any one research partner, particularly where the invention is a unique research tool. One way in which the institution addresses this is through the retention in the license agreement of the institution's right to use and distribute inventions to other non- profit research institutions for research and educational purposes.

7.C. Broad Access to Research Tools:

Consistent with the NIH Guidelines on Research Tools, principles set forth by various charitable foundations that sponsor academic research programs and by the mission of the typical university to advance scientific research, universities are expected to make research tools as broadly available as possible. Such an approach is in keeping with the policies of numerous peer-reviewed scientific journals, on which the scientific enterprise depends as much as it does on the receipt of funding: in order to publish research results, scientists must agree to make unique resources (e.g., novel antibodies, cell lines, animal models, chemical compounds) available to others for verification of their published data and conclusions.

Through a blend of field-exclusive and non-exclusive licenses, research tools may be licensed appropriately, depending on the resources needed to develop each particular invention, the licensee's needs and the public good. The drafting of such an exclusive grant should make clear that the license is exclusive for the sale, but not use, of such products and services; in doing so, the university ensures that it is free to license non-exclusively to others the right to use the patented technology, which they may do either using products purchased from the exclusive licensee or those that they make in- house for their own use.

8. All decisions made about licensing institution inventions should be based upon legitimate institutional academic and business considerations and not upon matters related to personal financial gain.

It is important that the institution conduct the technology transfer process, including patenting, marketing, and licensing in a manner that supports the education, research, and public service missions of the institution over individual financial gain.

Because institutions and inventors may have the opportunity to influence institution business decisions in ways that could lead to personal gain or give advantage to associates or companies in which they have a financial interest, the institution and the inventor must comply with existing Board policy, institution policy and State law concerning such potential conflicts of interest. Under Board policy and State conflict of interest law, any institution employee or representative is prohibited from making, participating in making, or influencing an institution decision (including selection of licensees and other decisions made in the course of commercializing institution technology) in which they have a personal financial interest. Certain specific actions may be taken, however, consistent with Board policy, institution policy and State law, to allow participation in the licensing process by such inventors. An inventor's expectancy of receiving money or equity as inventor share under the institution Patent Policy is not a disqualifying financial interest.

For institutions who have a personal financial interest in potential licensees, this situation can be readily managed by having the invention case assigned for management to another institution without a financial interest. For inventors who have a personal financial interest in potential licensees, another individual with appropriate scientific and technical background may be able to carry out the duties and responsibilities typically handled by the inventor. In both cases, personal disqualification requirements would need to be satisfied under Board policy, institution policy and State law.

Institution inventors, however, may not be able to reasonably remove themselves from involvement in the process under disqualification requirements as their expertise and input may be essential to successful technology transfer. It may be necessary for the inventor to work closely with the institution and with potential licensees, or involve themselves in companies that are potential licensees, with the objective of commercializing institution inventions, even when they have a personal financial interest. It is in this context, when the inventor is involved in the process, that the selection of a licensee and other commercialization decisions may have the potential to raise concerns about conflicts of interest. Some inventor contributions to the licensing process are primarily technical advice and do not constitute "participation in" or "attempting to influence" a licensing decision under State conflict of interest law. They are called "ministerial." An action is ministerial, even if it requires considerable expertise and professional skill, if there is no discretion with respect to the outcome. Thus an inventor can provide technical or scientific information about an invention where necessary without being considered to be participating in a licensing decision. This exception, however, does not apply to technical tasks such as most data gathering or analysis in which the inventor makes professional judgments which can affect the ultimate decision in question.

Therefore, the institution and inventor(s) should discuss: i) the disqualification option; ii) an approach to and level of inventor involvement in the technology transfer process; iii) compliance with Board policy, institution policy and State law concerning potential conflicts of interest; and (iv) where helpful, these institution Licensing Guidelines.

In general, the role in the technology transfer process of any inventor who has a personal financial interest in a potential licensee should be kept to the minimum necessary to successfully achieve the institution's objectives in patenting, marketing, and licensing. When an inventor has a personal financial interest in a potential licensee and does not fully disqualify him or herself from involvement in the process, an independent substantive review (Licensing Decision Review - LDR) and recommendation concerning the licensee selection and other licensing decisions is required. Thus, both the institution and the inventor should understand that the extent to which the inventor is involved in the technology transfer process may be a factor in the considerations and ultimate recommendations of the LDR body. The LDR body, composed of one or more qualified individuals with appropriate expertise, knowledge and professional judgment, must independently check the original data and analysis upon which recommendations for the selection of licensees and for other licensing determinations were made by the institution and make its own independent recommendations concerning those decisions. The LDR may be performed by the a institution committee responsible for review and management of conflicts of interest; such committee, when undertaking an LDR, should have the expertise, knowledge and professional judgment required of the LDR body under these Guidelines.

The institution must ensure that disclosure and management of potential inventor conflicts of interest are handled in accordance with institution policy. By doing so, the institution can help ensure that the inventor may continue to participate in the technology development process while remaining in compliance with institution policies and State law in this area. Future issues may arise, such as an inventor's desire to bring technology back to the institution for further testing, development, and purchase for use in the lab as the licensee further develops the technology. If the institution becomes aware of such issues, the institution should ensure that other institution officials impacted by such activities on the part of the inventor (e.g., procurement, C&G office, Conflict of Interest review board, etc.) are educated about the rationale and processes needed for a successful technology transfer program.

9. Technology-specific Considerations

The following guidance supports a general understanding of the objectives, practices and issues involved in the institution licensing program with respect to specific technologies. The licensing strategies described herein are not intended to be applied in an absolute or mechanical manner. Each licensing decision is unique and a matter of professional judgment. The institution's ALOs retain complete discretion in choosing the appropriate licensee and technology management strategy for its technologies.

9.A. Research Tools

In determining an appropriate licensing strategy for an invention that is used primarily as a research tool, the institution should analyze if further research, development and private investment are needed to realize this primary usefulness. If it is not, publication, deposition in an appropriate databank or repository, widespread non-exclusive licensing, or electing not to file a patent application may be the appropriate strategy. Where private sector involvement is necessary to assist in maintaining (including reproducing), and/or distributing the research tool, where further research and development are needed to realize the invention's usefulness as a research tool, or where a licensee has the ability to enhance the usefulness, usability, or distribution of the research tool, licenses should be crafted with the goal of ensuring widespread distribution of the final research tool to the research community. Any such license should also contain a provision preserving the institution's ability to continue to practice the licensed invention and allow other educational and non-profit institutions to do so for educational and research purposes. If carefully crafted, exclusive licensing of such an invention, such as to a distributor that will sell the tool or to a company that will invest in the development of a tool from the nascent invention, could support the institution's objectives.

One particular concern is royalties assessed on sales of products that are developed using (directly or indirectly) an institution invention that is a research tool ("reach-through" royalties), rather than assessed on products actually incorporating the institution invention. The institution should note that reach-through royalties may impede the scientific process or create unreasonable restrictions on research and therefore generally should be avoided. Licensing of research tools should encourage prompt and broad access through a streamlined process. For NIH-funded inventions, see the NIH "Principles and Guidelines for Recipients of NIH Research Grants and Contracts on Obtaining and Disseminating Biomedical Research Resources."

9.B. Global Health

While many of the licensing strategies discussed below are presented in the context of global health issues, such strategies are equally applicable to other current and future emerging technologies that can be used to support humanitarian efforts in underprivileged populations (e.g., clean water, sustainable sources of energy, food sources, etc.).

As innovative healthcare technologies are discovered and, after meeting extensive development and regulatory hurdles, introduced as publicly available therapeutic or diagnostic products, the ability of underprivileged populations to access and afford these technologies may be constrained by price or distribution. In particular, healthcare and agricultural products may not be readily accessible and affordable to the world's poorest people in developing countries and as a public institution striving to uphold its public benefit mission, the institution should consider such public benefit and broad societal needs when developing licensing strategies for such technologies.

Developing "successful practices" is an evolving process, particularly for an issue as complex as balancing access by developing countries to biomedical products with ensuring timely and appropriate development and commercialization of the product. Such practices demand creative and flexible rather than rigid approaches. Entirely new business models coupled with nuanced intellectual property management strategies may be needed to produce the desired outcomes. Each situation is unique and must be addressed based on its own fact pattern to encourage licensees to make the substantial and risky investment necessary to develop biomedical products. Without appropriate and timely investments, the healthcare technology may never be developed into a product, thus eliminating access by all patients. A prescriptive approach may discourage licensees because of a perceived need to overcome too many obstacles in product development. Institutions frequently need to balance conflicting objectives and must be able to make compromises in the interest of moving a technology forward.

As part of the institution's public benefit mission, the institution should carefully consider patenting and licensing strategies that promote access to essential medical and agricultural innovations in developing countries. Although a multitude of downstream factors may affect the accessibility and affordability of essential technologies in developing countries, e.g. healthcare infrastructure, poverty, food security, international treaties and laws, sanitation, energy, and political stability, it remains possible for the institution to impart a profound life- changing impact in the developing countries through humanitarian patenting and licensing strategies.

One patenting strategy that the institution and its licensee might pursue is to limit patent protection to those developed countries with a healthcare infrastructure that can afford the healthcare products and not seek patent protection in developing countries thereby allowing other manufacturers to freely practice the technology. Some examples of alternate licensing strategies to consider could be: (i) inclusion in a license agreement of mechanisms to allow third parties to create competition that affects or lowers prices in developing countries, create incentive mechanisms for widespread distribution of the licensed product, or reserve a right for the institution to license third parties under specific humanitarian circumstances, (ii) inclusion of license terms requiring mandatory sublicensing to generic or alternative manufacturers in a developing country or a program that requires the distribution of the healthcare product at low or no cost to underprivileged populations with assurance that the licensee will continue to develop, manufacture and distribute the product to all such populations; and (iii) inclusion of uniquely crafted diligence provisions or other creative pricing tied to the patient's ability to afford the technology that are consistent with sponsor's march-in rights provision (if applicable).

Financial terms for products that address diseases that disproportionately affect developing countries should, where possible, facilitate product availability in the country of need. At a minimum, the financial terms should recognize the low profitability of such products. The institution could also consider foregoing royalties on products distributed in such countries or requiring the licensee to sublicense other companies if the licensee is unwilling to invest in the development of a product distribution network within that country.

To be most effective in promoting global health, the institution needs to pursue creativity and consider a wide variety of patenting and licensing strategies, since the most impactful approach in one situation may fail in others. Prescriptive guidelines dictating limited strategies could be particularly detrimental to achieving the institution's goals of public benefit. Creative patenting and licensing strategies addressing global health should focus on effectiveness and should aim to achieve the greatest impact worldwide.

9.C. Software

Because of the cross-over of software and other digital media between the patent and copyright policies, licensing of these technologies are less straight-forward than simple patent or copyright licenses. In addition, under institution Copyright Policy, an institution may have implemented procedures and supplementary local policies regarding licensure, disposition of royalty income, and other rights related to copyrights. As such, copyright licensing practices will vary from institution to institution.

9.D. Diagnostics

Licensing clinical diagnostics technologies, regardless of type (genetic or otherwise), should balance the need of the licensee to achieve a fair return on investment with the public's need to have the test as broadly available as possible, including enabling patients to obtain a second opinion by accessing the test from an alternative provider. Licenses should also reserve the right for the academic community to use the diagnostic for research purposes, including studying and independently validating the test and employing it to advance medical research. The institution will need to take into account that licensees can elect to commercialize the technology (i) as an FDA-approved kit sold to end-users, (ii) as a testing service business using an in-house Laboratory Developed Test (LDT) subject to the Clinical Laboratory Improvement Amendments (CLIA) of 1988 administered by the Centers for Medicare and Medicaid Services, or (iii) a sequential combination of (i) and (ii) whereby the licensee initially enters the market to generate near-term revenue with an LDT-based testing service and subsequently obtains market approval via the costlier and lengthier FDA review process to market a kit for sale. Licensors that have academic medical centers need to structure their licenses to take into account the needs of their own clinical laboratories to insure affordable access to the licensee's FDA-approved kit or to have the right to provide an LDT in their CLIA labs (either as a carve-out or an affordable sublicense from the licensee).

For markets that can reasonably support two diagnostics developers (e.g. melanoma), the institution should consider co-exclusive licensing. However, for more limited markets, in order to assure maximum availability and multiple sources, the institution might consider such approaches as (i) a time- limited exclusive license that automatically converts to a nonexclusive license after several years, or (ii) a license grant for the exclusive right to sell and a non-exclusive right to make and use the patented technology. In this way the licensor can be the sole provider of an FDA-approved kit while clinical labs that cannot afford the kit can still serve patient needs with their own LDTs.

Lastly it is important to appreciate that whereas a single-source provider of an FDA-approved kit provides patients with a uniform, consistent product, LDTs developed by different clinical labs (commercial and academic) may vary in performance quality and have different degrees of false-positive and false-negative results. Thus a given patient's diagnostic outcome could vary depending on which CLIA lab performs the test.

However, insuring test availability from more than one source can mitigate the variability from center-to-center.

9.E. Genetic Resources/Traditional Knowledge

Country laws or international treaties may influence licensing decisions where inventions are derived from genetic resources or traditional knowledge. The institution should investigate all project sponsored or collaborative research agreements, including material transfer agreements, to identify if any genetic resource or traditional knowledge was used in making the invention and if any specific requirements apply to the use of such resources. In some situations, the requirement may be attached to a collection permit or a visa document.

Even in the absence of such laws, treaties or contractual requirements, the institution should carefully consider biodiversity issues and negotiate individual agreements that recognize the origin or source of the material. Where possible, such agreements should consider benefit sharing arrangements with indigenous and custodial communities or governments in consideration for access to such biological material or traditional knowledge.

9.F Emerging Technologies

Over time, whole new fields of technology and innovation will emerge that will raise new issues for consideration. As with any emerging technology area, the evolution of "successful practices" will require careful and conscientious decisions that may vary from previously released guidance. The institution should thoughtfully consider how best to address these emerging issues so as to optimally manage institution-developed technologies for public benefit.

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