# STATE BOARD OF EDUCATION MEETING

December 18-19, 2013 College of Western Idaho Micron Center 5725 E. Franklin Rd Nampa, Idaho



Wednesday, December 18th, 2013, 1:00 pm, College of Western Idaho

#### **BOARDWORK**

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

# PLANNING, POLICY & GOVERNMENTAL AFFAIRS (Work Session)

A. Board of Education Strategic Plan

#### DEPARTMENT OF EDUCATION

- 1. Superintendent's Update
- 2. Tiered Licensure Presentation

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

# Boise State University

- 1. I move to hold executive session pursuant to Idaho Code §67-2345(1)(c) to conduct deliberations concerning labor negotiations or to acquire an interest in real property which is not owned by a public agency;
- 2. I move to hold executive session pursuant to Idaho Code §67-2345(1)(c) to conduct deliberations concerning labor negotiations or to acquire an interest in real property which is not owned by a public agency

Thursday December 19, 2012, 8:30 a.m., College of Western Idaho

# OPEN FORUM CONSENT AGENDA

#### **IRSA**

- 1. Quarterly Report: Programs and Changes Approved by the Executive Director
- 2. EPSCoR Idaho Appointment

# **PPGA**

- 3. Alcohol Permits Approved by University Presidents
- 4. Boise State University Facilities Naming
- 5. Indian Education Committee Appointment

#### SDE

6. Professional Standards Commission Appointment

# PLANNING, POLICY & GOVERNMENTAL AFFAIRS

- College of Western Idaho Report
- 2. Presidents' Council Report
- 3. Idaho Digital Learning Academy Annual Report
- 4. Higher Education Research Council Annual Report
- Board Policy I.J. Facilities Use First Reading
- 6. Division of Professional Technical Education Interim Administrator Appointment
- 7. State Authorizer Reciprocity Agreement
- 8. Statewide STEM Education Strategic Plan
- CCA STEM Grant Announcement
- 10. University of Idaho Statement of Student Rights

#### AUDIT

- 1. FY13 Financial Statements Review
- FY13 Net Assets Report
- 3. FY13 College and Universities' Financial Ratios

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

#### Section I - Human Resources

- 1. Boise State University Multi-Year Employment Agreement Head Swimming and Diving Coach
- 2. Idaho State University Multi-Year Employment Agreement Head Women's Softball Coach
- Appointment of the Chief Academic Officer
- Boise State University – Material Terms for Employment Agreement Head Football Coach

# Section II - Finance

- 1. University of Utah Agreement Renewal and Annual Report
- 2. Amendment to Board Policy Section V.R. Establishment of Fees First Reading
- 3. Amendment to Board Policy Section V.U. Entertainment and Related Expenses First Reading
- Amendment to Board Policy Section V.F. Bonds and Other Indebtedness Second Reading
- 5. Boise State University Sports/Recreation Green Field Project
- 6. University of Idaho Aquaculture Research Facility Building Project
- 7. FY 2015 Opportunity Scholarship

# **INSTRUCTION, RESEARCH & STUDENT AFFAIRS**

- 1. Affordable Care Act and Student Health Insurance
- 2. Student Health Insurance Program
- 3. Remediation Update
- Eastern Idaho Technical College Approval to discontinue the Mechanical Trades program and convert Automotive Technology and Diesel Technology Options into Stand-Alone Programs
- 5. Amendments to III.E. Certificates and Degrees First Reading
- 6. Amendments to III.Q. Admission Standards First Reading
- 7. Repeal III.F. Academic and Program Affairs Second Reading and Amendments to III.G. Program Approval and Discontinuance Second Reading
- Repeal III.K. Prior Learning Second Reading and Amendments to III.L.
   Continuing Education/Off-Campus Instruction Second Reading
- Amendments to III.Z. Planning and Delivery of Postsecondary Programs and Courses – Second Reading

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

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# 1. Agenda Approval

Changes or additions to the agenda

# **BOARD ACTION**

I move to approve the agenda as submitted

# 2. <u>Minutes Approval</u>

# **BOARD ACTION**

I move to approve the minutes from the October 16-17, 2013 Regular Board meeting, the October 31 - November 1, 2013 Special Board meeting, the November 18, 2013 Special Board meeting, and the November 20, 2013 Special Board meeting as submitted.

# 3. Rolling Calendar

# **BOARD ACTION**

I move to set December 17-18, 2014 as the date and North Idaho College as the location for the December 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 October 16-17, 2013 Lewis-Clark State College Williams Conference Center Lewiston, Idaho

A regularly scheduled meeting of the State Board of Education was held October 16-17, 2013 at Lewis-Clark State College in Lewiston, Idaho.

#### Present:

Don Soltman, President Emma Atchley, Vice President Richard Westerberg Milford Terrell Bill Goesling

Ken Edmunds

#### Absent:

Rod Lewis, Secretary Tom Luna, State Superintendent

# Wednesday, October 16, 2013

The Board met in the Williams Conference Center at Lewis-Clark State College in Lewiston, Idaho. Board President Don Soltman called the meeting to order at 1:00 pm. President Soltman took a moment to acknowledge the students who worked on the poster presentation in the lobby of the Williams Conference Center and thanked them for their time and engagement.

#### **BOARDWORK**

1. Agenda Review / Approval

#### **BOARD ACTION**

M/S (Atchley/Terrell): By unanimous consent to approve the agenda as submitted. There motion carried six to zero.

2. Minutes Review / Approval

#### **BOARD ACTION**

M/S (Atchley/Westerberg): To approve the minutes from the August 14-15, 2013 regular Board meeting and the August 26, 2013 special Board meeting as submitted. The motion carried six to zero.

3. Rolling Calendar

#### **BOARD ACTION**

M/S (Atchley/Goesling): To set October 15-16, 2014 as the date and Lewis-Clark State College as the location for the October 2014 regularly scheduled Board meeting. The motion carried six to zero.

# WORKSESSION - Planning, Policy & Governmental Affairs

#### A. Annual Performance Measure Presentation

Mr. Edmunds turned the time over to Mr. Howell and Mr. Grothe from the Board office to present the data on the performance measures. The institution representatives were invited to the table for discussion during the presentation.

Mr. Howell indicated this report would be in two segments which are related to statewide measures and selected institutional measures, indicating the data was collected from data submitted by the institutions to the State Board of Education, the Integrated Postsecondary Education Data System (IPEDS), and the US Census Bureau reports. Mr. Howell started with the Board statewide measures that included the 60% goal, dual credit, college readiness, go-on rate, remediation, and STEM degrees. He reported the latest Census Bureau data shows Idaho holding steady at about 35% for an associate's degree or higher, compared to the nationwide level of about 40.9%. Dual credit data numbers show an increase in total credits and total credit hours earned by students. The 10<sup>th</sup> graders are at 18.4% and 11<sup>th</sup> and 12<sup>th</sup> graders are at 28%. He provided details of the percent of SAT and ACT college readiness scores at or above benchmarks, and explained the drop in scores on the SAT chart. Mr. Terrell asked about the downward trend in reading. Mr. Howell also pointed out that the number of SAT takers declined and the number of ACT takers has increased which may explain some of the trend. Mr. Howell reviewed a chart showing the percent of high school graduates who enroll in postsecondary public education in Idaho within 12 months of graduation which showed about 32% of students going on. He indicated that more data is currently being collected for this information. Mr. Terrell continued to express concern on how to achieve our goals when the data we have doesn't provide an accurate picture of the current situation.

Mr. Howell moved on to speak about the percent of high school students needing remediation at Idaho four-year postsecondary institutions. This chart showed roughly 28% of students in need of remediation. Measures of remediation are institution specific. Mr. Howell also provided detail of the remediation needs at Idaho two-year postsecondary institutions, which showed progress. STEM and non-STEM credentials show an upward trend and presently have exceeded the existing benchmark of above 2,200. Mr. Edmunds asked for a recommendation of a revised STEM benchmark based on workforce needs. Mr. Howell responded that he does not have a recommendation at this time, but would look at Department of Labor data on workforce needs and make a recommendation to adjust the benchmark.

Mr. Howell reviewed the Board-selected institution measures which include retention, cost per credit hour, credential completed per \$100K in education and related spending, and undergraduate credentials conferred per 100 FTE. He reviewed the retention rates of 2-year and 4-year institutions. The benchmark is at 60% for 2-year institutions and we currently are at 54% for full time students and 39.5% for part time students. For the College of Southern Idaho (CSI), their retention rates are at 57% for full time students and 40% for part time students. For the College of Western Idaho (CWI), their retention rates were 49% for full time and 37% for part time students. For North Idaho College (NIC) their retention rates were 51% for full time and 38% for part time. For Eastern Idaho Technical College (EITC), they are at 59% for full time and 40% for part time.

There was discussion about the retention rates and Mr. Westerberg pointed out the two year institutions showed a reduction in retention rates between 2011 and 2013, suggesting it was related to the economy. Dr. Glandon from CWI added that the change in federal financial aid played a significant role during that time as well. Dr. Goesling asked about what actions are being taken at the two year institutions to find out why students are not returning. Dr. Dunlap indicated they do both formal and informal information

surveys with the students, indicating students come and go for a very wide variety of life reasons that they cannot put their finger on one specifically. Ms. Atchley commented on the relationship between the number of students retained from year to year and their future accomplishment as completers. Generally the more students that are retained past the first year, the more students there are who achieve degrees or certificates. Such data is an indicator for retention rates. Mr. Westerberg echoed the comments on retention as one of the measures of whether our students are succeeding, and the importance of reviewing this kind of data.

Mr. Howell moved on to review the 4-year retention rates which showed Idaho hovering just below the benchmark of 70%. Tracie Bent from the Board office clarified that the benchmark for 4-year institutions is 85%. Boise State University (BSU) was at 71% for full time and 47% for part time. For peer comparison, they are about in the middle of their peers. There was discussion about the measures and the data being collected, and the need for refining the data collected from the Census Bureau and the data needed for measuring the 60% performance measure. There needs to be an indicator of growth toward the goal. Ms. Bent added that the Complete College Idaho (CCI) plan includes strategies for reaching the Boards goals.

Mr. Howell moved on to review Idaho State University's (ISU) retention data which showed 62% for full time and 40% for part time. Their peer comparison showed them below that of their peer institutions in full time retention. Dr. Woodworth-Ney indicated the peer groups have vast differences and that they are addressing the problems related to the peer comparison. Mr. Edmunds questioned whether they are using the right set of peers and suggested the Board re-evaluate the Board approved peer groups. Mr. Westerberg recommended using just the full time student trend line for comparison.

Mr. Howell reviewed the retention rates for the University of Idaho (UI) which showed 77% for full time and 33% for part time. UI is below the rates of their peer institutions. Interim President Burnett pointed out that the environmental factors where an institution operates also has an impact on retention. In reviewing Lewis-Clark State College (LCSC), their full time retention rate was 50%, and 29% for part time, and they appeared to be below the ranking of their peers.

Mr. Howell went on to discuss the cost per undergraduate credit statewide and at the institution level. He pointed out that there is some discrepancy in how that data is reported by the institutions. Four-year institutions used weighted credit hours, and *The Cost of College* report. Two-year institutions do not complete the *Cost of College* report, and used IPEDS data instead. IPEDS does not use weighted credit hours. To summarize, the two-year institutions are using the same data and the four-year institutions are using the same data, but should not be compared against each other. The cost per credit hour is the cost for delivery to the student. CSI's cost per credit hour is down from 2010, both CWI's and NIC's have increased slightly from 2010. EITC's cost per credit hour has increased a considerable amount more since 2010. However, for EITC, the costs to deliver technical programs is vastly different and hence, the dramatic swing on their chart. President Albiston commented that their costs are spread over a smaller number of students. Mr. Freeman reminded the Board that many of those programs are professional-technical programs and are capped in enrollment, supporting Dr. Albiston's comments. Dr. Dunlap and Dr. Glandon also provided feedback on the specialized costs of professional technical programs adding that the cost structure for faculty for these types of programs is also higher.

For the four-year institutions, BSU and ISU showed a very slight increase since 2010. Both the UI and LCSC showed a decrease in cost. Mr. Howell provided data on the public institution undergraduate credentials per \$100K of instructional cost and reviewed that detail on a per institution basis. Both two-year and four-year institutions showed an increase since 2010; more so for the two-year institutions.

Mr. Westerberg reminded the group that we are looking at trends and an improvement in numbers. Mr. Howell reviewed undergraduate certificates and degrees conferred per 100 undergraduate FTE by institution since 2010. For the two-year institutions, CSI showed a 19.4% increase, CWI showed a 19.4% increase, NIC showed a 31.3% increase, and EITC showed a 16.7% increase. Similar trends are evident at the four-year institutions. BSU showed a 12% increase, ISU showed a 5.9% increase, UI showed an 18.1% increase, and LCSC showed a 15.8% increase.

Mr. Howell reviewed the 2-year full-time first-time graduation rates by institution. He indicated he would provide the Board with data of what percent of the student population these numbers represent. Mr. Westerberg recommended removing the graduation rates as part of the criteria for measurement. Mr. Howell indicated that CCA data would have detail and information that would be a good substitute. He indicated there are better measurements to use than the graduation rate data and would work on that recommendation. Mr. Westerberg indicated a replacement rate which would be more meaningful and encouraged suggestions.

Dr. Schimpf asked about the Board measure of degrees conferred by institution and the data supporting that query. Mr. Grothe indicated he had that info available by degree but not at the institutional level. Mr. Grothe reviewed public institution degrees and certificates that fit within the Boards 60% performance measure definition. Since 2007, in general all credentials have been increasing with the exception of one-year certificates. All but the one-year certificates showed progress ahead of the curve toward the 60% measure. Mr. Grothe pointed out that this information is derived from one year's worth of data. The second year data is recently available and will be added to the information. He added that the data used from the Census Bureau includes bachelor's level and above. Dr. Rush remarked the Board may want to consider a recommendation from the President's Council to have a measure for master's and doctoral level credential in addition to the 60% goal that shows economic development or specific industry need as a target.

Mr. Terrell requested looking at Idaho as a whole. Mr. Westerberg suggested bringing in goal attainment as one of the measures. Mr. Edmunds supported those remarks. Dr. Goesling was concerned with including masters and doctoral level credentials in the count. He recommended expanding the data to include 25-34 year olds who come to Idaho to attain their masters or doctorate credentials and stay in Idaho as part of the economic picture. Dr. Woodworth-Ney remarked that in regard to economic development, we need to ramp up the number of graduate students we are producing to create the workforce we need for the undergraduates.

Dr. Rush commented that staff did some initial per-institution calculations based on the statewide measure, but have been reluctant to publish that information because it does not take into account where the production needs to be. There was continued discussion related to refining the data. Mr. Edmunds suggested refining portions of the reporting data and performance measures. Mr. Soltman commented that there is a need for solid projections from the Department of Labor on what the job market needs are 3-5 years down the road. Mr. Edmunds asked for feedback from the institutions on whether the Board sets top level goals and pushes that on to the institutions or whether to let the institutions tell the Board where they think they can get to and how they will get there.

Dr. Fernandez commented that in around 2011, the Board gave the institutions goals and numbers to work on, and each institution responded with what they thought was a reasonable expectation and what their contribution could be. Mr. Westerberg asked whether there should be an aspirational goal for the state of Idaho and not just a generic goal, such as to what disciplines are important to the state. Dr. Burnett indicated the institutions are addressing that work already and that type of assessment. Dr. Dunlap commented on labor data and that it is made up of projected growth within an industry and projected retirements within that industry. It is based largely on historical data and is not accurate in accounting for factors like emerging markets, entrepreneurs, and businesses that create a large number of jobs in an area. He requested, from the community college perspective, the latitude to be responsive to their respective community needs.

Ms. Atchley suggested reminding the state of the importance of higher education and to ask state stakeholders what they want from higher education for Idaho. She felt that would help inform some of the decisions made by the Board and institutions, and also to encourage more partnerships. Mr. Edmunds suggested having university presidents take to the road again to tour the state with a message about higher education. He felt it was increasingly important to band together to promote higher education in general, and not just on an individual institution basis. Ms. Atchley reminded the Board members that those original tours were initiated by the University of Idaho Alumni Foundation in the 1980's because of

the same concerns. Dr. Goesling asked whose responsibility it is to travel throughout the state to promote higher education and felt it would be a responsibility of the Board. The remarks surrounding this discussion were in full support of having the presidents promote higher education through visiting different regions and communities in the state.

Returning to the original discussion on performance measures, Mr. Edmunds recommended Ms. Bent and Mr. Howell compile the recommendations discussed during the work session, and reminded the Board members those measures would be back before the Board in December for approval. Dr. Schimpf asked about the key performance indicators related to the number of degrees granted. He pointed out the difference in the number of degrees granted versus the number of students getting degrees. Ms. Bent also asked for additional clarification on peer comparison measures, trend lines, etc., and that the measures in the Board's plan are system wide measures and what they have directed the institutions to report on are institution measures. Mr. Westerberg remarked that both peer comparisons and trends are helpful and there should be a balance of both in the Board and institution strategic plans. Mr. Edmunds echoed those remarks.

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

**Boise State University** 

#### **BOARD ACTION**

M/S (Atchley/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 six to zero.

M/S (Atchley/Westerberg): To go out of Executive Session at 4:50 p.m. The motion carried unanimously.

Thursday October 17, 2013, 8:00 a.m., Lewis-Clark State College, Williams Conference Center, Lewiston, Idaho.

The Board convened at Lewis-Clark State College in the Williams Conference Center for regular business. Board President Don Soltman called the meeting to order at 8:00 a.m.

#### **OPEN FORUM**

There were three individuals who requested to speak during open forum.

Max Cowan, Student Body President from the University of Idaho provided a summary update from the student governments of the Idaho institutions. He indicated the student governments have been meeting with each other to discuss ways to work together to better advocate for students in Idaho and on the federal level. He talked about the expansion of programs during Higher Education week, and how to better represent students to the state legislature and communicate the importance of the programs they support. He also reported on his trip to Washington DC as a student representative from Idaho wherein he met Secretary of Education Arne Duncan. He was able to discuss unique challenges students in Idaho face and hoped to get support from the federal government in support of federal financial aid policies for students. He reported that student governments from 35 different states have been working on looking at the federal financial aid policy to see what is coming up with the Higher Education Act reauthorization in December. He indicated they are working on a white paper that should be sent within the next couple of months.

Ms. Liz Chavez, former legislator and co-chair of the Region II Children's Mental Health Coalition based in Lewiston addressed the Board. She reported on a curriculum project that has been a work in progress

for about four years and has had a successful pilot program that moved to yearly implementation in 2012 at Jenifer Junior High School in Lewiston. She indicated that for grades 6-8 a curriculum has been found that is in alignment with the Idaho Content Standards and meets the criteria established for use at the middle school level. She discussed the benefit of a long term cultural shift for students that would in part create a culture of kids advocating for kids which would carry over to advocacy as an adult. Ms. Chavez encouraged the Board to review the potential new curriculum, indicating it represents a piece of the solution to a serious need in the community, state, and nation. She remarked she has met with a member of the Department's staff and has provided a packet of information to both the Department and the Board.

Mr. Jim Downy, Chairman of the local Democratic Party for his county as well as a concerned citizen, commented on the Education Task Force recommendations. He indicated he was not speaking on the party's behalf, but urged the Board to make strong recommendations to the Legislature to increase the funding for both K-12 and higher education.

#### PLANNING, POLICY & GOVERNMENTAL AFFAIRS

#### 1. Lewis-Clark State College (LCSC) - Annual Progress Report

LCSC President Dr. Tony Fernandez provided the Board with a progress report on the college's strategic plan. President Fernandez invited Faculty Senate President Ed Miller, President of the Associated Students of Lewis-Clark State College (ASLCSC) Sam Carlson, and Vice President of ASLCSC Jennifer Howlett to join him for comment. President Fernandez recapped the college's mission statement and reviewed their goals for FY13. He indicated they continue to bring faculty and staff salaries further in line with accepted standards and with their peers. He remarked on several of the goals that they are making good progress on such as expanding credentials that will contribute to the Board's 60% goal, collaborating with other institutions, and expanding opportunities for students. He indicated that nearly 6,000 students are served each year by the college. Student credit hours totaled about 90,000 per year, which is down slightly from FY12. Degrees and certificates awarded are near 700 annually, which is also down slightly from just over 700 in FY12. Dr. Fernandez indicated the retention rate is estimated at nearly 60% for FY14, and they have experienced nearly a 10% increase in retention. The graduation rate is holding steady at around 30% despite Fall enrollments and FTE being slightly down.

Dr. Fernandez recapped instructional programs which showed, with few exceptions, 90% or more of their students passed their program industry certification assessments. Regarding community outreach, Dr. Fernandez mentioned they have several programs that show clear collaboration and support for economic development throughout the region. He reported on their new comprehensive 5-year strategic plan, recapping the five goals of the plan and highlighting a few of the objectives of those goals. To sustain and enhance excellence in teaching in learning, they are focusing on program prioritization, general education assessment, tech based course delivery and a faculty and staff change in compensation. Dr. Fernandez showed a recap of LCSC faculty salaries which are lower than other institutions in the state, and indicated it has had a direct effect on retention and recruitment of faculty and staff at the college.

Dr. Fernandez indicated they intend to strengthen and expand collaborative relationships and partnerships, and increase participation in intercollegiate athletics and the NAIA Champions of Character program. They intend to leverage resources to maximize institutional strength and efficiency, supporting priorities and programs central to the mission of LCSC. He recapped their legislative requests for FY14-15 which included a change in employee compensation, enrollment workload adjustment (EWA), inflation, and capital equipment replacement. Dr. Fernandez recapped remarked on several capital projects and alteration repair projects. Additionally, he discussed research, grants and contracts, and remarked on their access for students, the student success retention and completions rates, and the colleges work toward career readiness for students. Dr. Fernandez concluded by stating that advancement in assets and endowments show an upward trend and they have a good chance of reaching their goal of \$12 million.

At this time Mr. Edmunds requested to move to item number four on the agenda for the Idaho Regional Optical Network (IRON) update. There were no objections.

#### 2. President's Council Report

Interim President Don Burnett, current chair of the Presidents' Council provided a report on the recent President's Council meetings. The President's Council last met on September 25<sup>th</sup> where their discussion focused on a framework and the process of analyzing program proposals where overlaps in missions and roles exist. They discussed relationship to institutions with land grant missions to the missions of other institutions, procedural matters including distribution of newsletters, progress in developing a web portal for Idaho higher education, and performance measures. The President's Council also talked with Rod Grammer, Director of Idaho Business for Education (IBE), and discussed the three initiatives IBE is pursuing, including a workforce needs study for both soft skills and hard skills. The results of that study will be forthcoming. IBE has also expressed support of the Idaho Core Standards and expressed a need for Idaho's colleges and universities to align their curriculum with the outcomes that are implied by the Idaho core content standards. They also discussed anticipating the needs of entry level college students.

Interim President Burnett indicated the Council discussed implementation of the Governor's Task Force on Education recommendations. They discussed reconciling data reporting and the balance that needs to be achieved there. They also discussed cooperating with each other in making public appearances and speaking engagements, and how powerful it is in making the case for higher education to the public and communities. The Council also discussed the need for better data tracking across higher education in an effort to see where graduates go.

President Kustra remarked on employer surveys for assessing the needs of the workplace. He felt that some of them seem to be short sighted by only looking at what he referred to as the first job skills – or skills one would have upon leaving the university. He recommended a focus on post-baccalaureate study and reporting.

Mr. Terrell reminded the presidents of the seriousness of the institution alcohol policies. He also encouraged the institutions to involve the public more in their councils and advisory groups, and to look at the recommendations of constituents and the public from the regions of each of the institutions.

Mr. Soltman recognized the passing of Idaho Alumni Malcom Renfrew. Dr. Burnett offered some heartfelt comments about Dr. Renfrew and highlighted some of his outstanding accomplishments, commenting that he was an polymer chemist, inventor, and professor emeritus at the University of Idaho, and had a major contribution to the development of Teflon. The university's chemistry building, Renfrew Hall, was named for him in 1985.

#### 3. Idaho Division of Vocational Rehabilitation – Annual Report

Don Alveshere, Administrator of the Idaho Division of Vocational Rehabilitation (IDVR), provided a report to the Board on the progress of the agency's strategic plan. He thanked the Board for their support and guidance contributing to the success of IDVR. He highlighted several of IDVR's 2013 accomplishments which included 38 WorkStrides programs throughout the state, reaching 260 IDVR customers, and several training programs that assist IDVR customers. Mr. Alveshere reported on the number of successful rehabilitations which were approximately 1,827 for FY13. The federal standard for rehabilitation is 55.8%, and IDVR is at 60%. This indicator shows individuals who exit the program after receiving services who are confirmed to have achieved an employment outcome.

Mr. Alveshere indicated they focus not only on the quantity of outcomes, but on the quality of outcomes. The IDVR customer average hourly wage has increased to \$11.30 for FY13 which is up \$.50 per hour. An ongoing project of IDVR is in working with adult corrections that emphasizes continued support and commitment by working with customers on probation or parole. He indicated they have met or exceeded all required federal indicators for FY13. Mr. Alveshere highlighted the Coeur d'Alene Regional rehab

recipient of the year who was an individual who started his own business in the taxi cab industry.

Mr. Alveshere reported on the six legislative audit findings, all of which have been addressed. He also highlighted the Twin Falls regional rehab of the year who received her associate's degree from CSI, and then went on to earn her baccalaureate degree in social work, and now works for the Filer School District. These rehab students have physical limitations or sensory limitations and often have no work history or transferable skills. Mr. Alveshere reported there was an increase in supported employment rehabilitations in FY13, showing a 31% increase from FY12 to FY13. They have also realized success in their extended employment services. The benchmark is 53% and they realized 58% for FY13, and there has been an increased emphasis on high school transition services to community integrated settings. Mr. Alveshere reported on fiscal activity and the recapture of social security monies which showed a 20% increase in FY13.

#### 4. Idaho Regional Optical Network (IRON) Update

Mr. Edmunds introduced Ms. Stacey Carson, Idaho Regional Optical Network (IRON) President and CEO for today's presentation and update. Ms. Carson announced they would be recognizing and celebrating the founders of IRON to mark their five year anniversary. She showed a short video from Governor C.L. "Butch" Otter that gave some history on IRON since its launch in 2009, and applauded its efforts and achievements as a high-speed fiber optic research network. IRON connects state government, research institutions, education, and health care facilities across Idaho, enabling researchers to collaborate on regional, national, and international research projects. IRON partners include state and regional universities, the State of Idaho, the Idaho Hospital Association (IHA), and the Idaho National Laboratory (INL).

To commemorate their fifth anniversary, IRON presented awards to the chief executive officers of its Charter Associates in acknowledgement of their commitment to improving Idaho's research, education, and healthcare. Ms. Carson presented awards to some honorees present at today's meeting. The entire list of honorees included President Kustra from Boise State University, President Kim Clark from Brigham Young University – Idaho, President Steven Millard of the Idaho Hospital Association, Director John Grossenbacher from Idaho National Laboratory, President Arthur Vailas from Idaho State University, Director Teresa Luna from Idaho Department of Administration, Interim President Donald Burnett from University of Idaho, and President Nelson Floyd from Washington State University. Ms. Carson also thanked LCSC for its participation in the IRON network.

#### 5. 2014 Board Legislation

M/S (Edmunds/Terrell): I move to approve the proposed legislation in substantial conformance to the form submitted as attachments 1-7 and to authorize the Executive Director to make additional non-substantive changes as necessary as the legislation moves forward through the Governor's legislative process. The motion carried six to zero.

Mr. Edmunds clarified that staff recommends approval of language for seven legislative ideas and does not recommend moving forward with the legislation regarding Enrollment Workload Adjustment (EWA) at this time. Mr. Westerberg recommended the BAHR committee revisit EWA and provide some recommendations to the Board. Mr. Terrell indicated the BAHR committee would work on that recommendation.

At this time, they moved to item 11 on the agenda to recognize some recipients of the Distinguished Schools Awards.

6. Pending Rules - Docket 08-0105-1301, 08-0106-1301, 08-0112-1301 - Scholarships Repeal

#### **BOARD ACTION**

M/S (Edmunds/Westerberg): To approve the pending rules Docket 08-0105-1301, Docket 08-0106-

1301, and Docket 08-0112-1301 as submitted. The motion carried six to zero.

7. Pending Rule - Docket 08-0109-1301 - Gear-Up Idaho Scholarship

#### **BOARD ACTION**

M/S (Edmunds/Terrell): To approve the pending rule Docket 08-0109-1301 as submitted. The motion carried six to zero.

Mr. Terrell commented on the Gear-Up program and how far it has come. He thanked the presidents and vice presidents for their support of this program and remarked how much it has benefitted the students.

8. Pending Rule - Docket 08-0113-1301 - Opportunity Scholarship

#### **BOARD ACTION**

M/S (Edmunds/Westerberg): To approve the pending rule Docket 08-0113-1301 as submitted. The motion carried six to zero.

9. Pending Rules – Docket 08-0204-1301, Rules Governing Charter Schools and Docket 08-0301-1301, Rules of the Public Charter School Commission

#### **BOARD ACTION**

M/S (Edmunds/Goesling): To approve the pending rule Docket 08-0204-1301 and Docket 08-0301-1301 as submitted. The motion carried six to zero.

10. Temporary Rule IDAPA 08.02.03.113 – Award Schools

#### **BOARD ACTION**

M/S (Edmunds/Westerberg): To approve the temporary rule changes to IDAPA 08.02.03.113 as submitted. The motion carried six to zero.

11. Distinguished Schools Awards

President Soltman indicated that since 2007, the Board has recognized Idaho K-12 schools who meet very rigorous performance requirements. The Distinguished Schools Award is given to the highest performing public schools within the state. He reviewed the criteria the schools were required to meet for this distinction.

Mr. Soltman named the seven schools receiving these awards as follows: Thatcher Elementary, Leadore School, Kennedy Elementary, Prairie Elementary, Ramsey Elementary, Donnelly Elementary, and Nezperce Elementary. Representatives from Ramsey Elementary, Donnelly Elementary and Nezperce Elementary were present to receive the awards today. President Soltman congratulated the schools and their representatives for their good work.

12. Postsecondary Professional Technical Educator Certification Fee

#### **BOARD ACTION**

M/S (Edmunds/Terrell): To approve the request by the State Division of Professional-Technical Education to set the postsecondary certification fee at \$0. The motion carried six to zero.

13. Board Policy I.O. Data Management Council - Second Reading

#### **BOARD ACTION**

M/S (Edmunds/Goesling): To approve the second reading of Board Policy I.O. Data Management Council as submitted. The motion carried six to zero.

#### 14. Alcohol Permits

Mr. Terrell requested this item be returned to the consent agenda for future meetings. He felt the policies are working and presidents have a good handle on the item going forward.

#### **DEPARTMENT OF EDUCATION**

# 1. Public Schools Budget

Deputy Chief of Staff, Jason Hancock, provided an update on the State Department of Education's (SDE) budget request for the 2014-2015 school year. Mr. Hancock indicated that the Department is requesting a 5.9% increase in state general funds for Idaho's public schools for fiscal year 2015, which will fund the 2014-2015 school year. The increase covers the first year of implementation of the Task Force for Improving Education's recommendations, as well as other key initiatives and programs for Idaho's K-12 public schools. Mr. Hancock commented on each of the line items recapped on the Department's spreadsheet showing revenues and distributions for dedicated revenues.

Mr. Terrell questioned a 10.4% increase in budgeting. Mr. Hancock responded it applies to the subset of dedicated funds and is being driven by the fund balance of the public school income fund. Mr. Terrell continued to question the increase in total dollars. Mr. Hancock responded that it is a considerable increase and is being driven largely by the recommendations of the Governor's Education Task Force recommendations. Dr. Goesling commented of that he feels it is an inappropriately high request for funding, and that higher education would likely suffer. He encouraged seeking a better balance in their request to benefit both, and to help build higher education, adding that it is the Board's responsibility that all education be fairly funded.

Mr. Soltman pointed out that one of the recommendations of the Education Task Force was to restore funding. Mr. Hancock clarified it would be around \$82.5 million to accomplish that. Mr. Westerberg provided remarks on the recommendations of the Education Task Force and also reminded the Board that the Department is far from having its budget restored. He felt the argument would be flawed to say this recommendation is at the cost of higher education. He also reminded the members that K-12 does not have the same flexibility in funding sources as higher education does.

Ms. Atchley asked if this budget was based on a five year plan or a single year. Mr. Hancock responded that some of the recommendations are on a phased in schedule, and others require more development. Ms. Atchley asked then if the Department would be asking for a 10% increase each year over the coming years. Mr. Hancock responded that was a fair assumption, adding that some of the items become part of the base where additional funding is not requested going forward. Adding on to Ms. Atchley's comments, Mr. Edmunds indicated that he is hearing from his region a push for the restoration of funds for education.

There was additional dialogue regarding the budget and funding of education in general. Mr. Westerberg reminded the Board members that this is a budget which has been recommended by the Department and has not yet been considered by the Governor, and that each institution and agency would be making recommendations they feel are the best recommendations for those institutions.

Mr. Hancock added that there is a request for a technical advisory committee and a student advisory committee to continue work on the Task Force recommendations. He also reminded the Board that this is a budget request and reflects the costs associated with recommendations of the Task Force; and that it would be up to the Governor and Legislature to act on the request. Mr. Soltman reminded the Board members that this is an informational item and the Department is not required to submit their budget request to the Board. Mr. Hancock continued his presentation to the Board on the Department's budget

request, clarifying each item.

#### INSTRUCTION, RESEARCH, AND STUDENT AFFAIRS

Mr. Westerberg requested at this time to recognize the work of Ms. Selena Grace, and to wish her the best with her acceptance of a position at Idaho State University. He remarked on her contribution to the work of the Board. Ms. Grace thanked the Board for the opportunity to serve and work with each of them.

1. Repeal III.F. Academic Program Affairs – First Reading and Amendments to III.G. Program Approval and Discontinuance – First Reading

#### **BOARD ACTION**

M/S (Westerberg/Goesling): To approve the first reading of amendments to Board Policy III.F., Academic Program and Affairs, repealing the section in its entirety. The motion carried six to zero.

#### **BOARD ACTION**

M/S (Westerberg/): To approve the first reading of proposed amendments to Board Policy III.G., Academic Program and Discontinuance, as submitted in Attachment 2. The motion carried six to zero.

<u>2. Repeal III.K. Prior Learning – First Reading and Amendments to III.L. Continuing Education/Off-Campus Instruction – First Reading</u>

#### **BOARD ACTION**

M/S (Westerberg/Goesling): To approve the first reading of amendments to Board Policy III.K., Credit for Prior Learning, repealing the section in its entirety. The motion carried six to zero.

#### **BOARD ACTION**

M/S (Westerberg/Goesling): To approve the first reading of proposed amendments to Board Policy III.L., Continuing Education and Credit for Prior Learning, as submitted in Attachment 2. The motion carried six to zero.

#### 3. Program Prioritization - Status Report

Selena Grace and Matt Freeman from the Board office provided a report on program prioritization. Ms. Grace indicated the Business Affairs and Human Resource (BAHR) and Instruction, Research, and Student Affairs (IRSA) committees have this item as a standing item on their committees. The intent is for the institutions to come back to the Board only on an exception reporting basis. The institutions' final reports and recommendations will be presented to the Board at the August 2014 meeting.

Ms. Grace indicated the information on each institution is provided in the agenda materials, and added that each institution is progressing nicely on their program prioritization work. She first highlighted the details for ISU's program prioritization criteria and viability indicators for academic programs, indicating they are using internal and external demand, quality of outcomes and quality of inputs, revenue and costs, and impacts and history as their criteria. She added that for each of the criteria selected, ISU will also indicate how it aligns with their core themes. Mr. Soltman asked if there are any concerns for ISU in this process. Ms. Grace responded there are none, and added that each institution appears to be progressing appropriately.

Moving on, Ms. Grace highlighted the details for BSU's prioritization criteria of academic programs. They will use four criteria which include relevance, quality, productivity and efficiency. The details of the criteria include alignment with university mission and strategic plan, evidence of success in achieving goals,

evidence of assessment and improvement, output production, and operational effectiveness to name a few. Additionally, a fifth criterion will be used in adjusting initial categorizations which is opportunity analysis. They have described this as enhancements that can be made to address unmet needs or better advance the university's goals.

Ms. Grace went on to highlight the details and timeline of Ul's prioritization criteria for its programs. She indicated that UI continues to use several criteria based on the Dickeson model for its academic and administrative programs. She added that they have been using this model since 2008. Those criteria have been updated and include centrality to the university's mission, cost effectiveness, external and internal demand, impact, productivity, quality, program size and scope and synergies that contribute to trans-disciplinary teaching, research and outreach.

Ms. Grace then identified the details for LCSC, pointing out that they are using the same criteria for academic and non-academic programs. Those criteria include impact (justification and overall essentiality of the program), quality of program outcomes, external and internal demand, and net revenue.

Mr. Freeman indicated that in September, over 100 of the UI's leaders met to discuss the weighting of their criteria and are making good progress.

Ms. Grace indicated that the institutions would appreciate feedback from the Board on next steps. She indicated that an option for feedback could be channeled through the Board committees. The Board members agreed with that recommendation.

4. North Idaho College - Academic Program Approval

#### **BOARD ACTION**

M/S (Westerberg/Terrell): To approve the request from North Idaho College for approval of the academic and professional-technical education programs listed in Attachment 1. The motion carried six to zero.

Mr. Westerberg indicated that in review of the five year plan, and oversight was discovered where many of the NIC programs had not been formally approved by the Board. Idaho code requires all academic programs be approved by the Board. This motion corrects that oversight.

5. Amendment of Five-Year Plan to Include Boise State University's Ph.D. in Ecology, Evolution, and Behavior

#### **BOARD ACTION**

M/S (Westerberg/Goesling): To approve the inclusion of Boise State University's Ph.D. in Ecology, Evolution, and Behavior in the Five-Year Plan. The motion carried six to zero.

Mr. Westerberg indicated that approval of the amendment will allow Boise State University (BSU) to add their proposed Ph.D. program to their Five-Year plan and will give BSU the ability to proceed to the program proposal development stage. Staff recommends inclusion of BSU's Ph.D. in Ecology, Evolution, and Behavior in the Five-Year Plan.

# 6. Intellectual Property Commercialization Update

Mr. Westerberg provided details on this item indicating that during the June Board meeting, staff was requested to look further into the issues raised regarding institutions' ability to transfer intellectual property to the market place, and perceived restrictions created by the state constitution. He indicated there remains some work to be done around this policy. An analyses was done by Board staff and the Board's legal counsel in consultation with the institutions legal counsel and it was determined that there was not a conflict. Board policy allows for the institutions to create research foundations that are

separate entities from the institution itself, as the University of Idaho has done. It was noted that Board policy should address research foundations specifically as currently policy regarding the relationship between institutions and institution foundations specifically excluded them. Mr. Edmunds felt it may be an item that should be reviewed by the BAHR committee. President Soltman confirmed that recommendation.

#### **AUDIT**

1. Amendment to Board Policy V.Y. - Compliance Programs - Second Reading

#### **BOARD ACTION**

M/S (Atchley/Goesling): To approve the second reading of the proposed amendment to Board Policy V.Y., as presented in Attachment 1.

AMMENDED MOTION: M/S (Atchley/Goesling): To approve the second reading of the proposed amendment to Board Policy V.Y., with the striking of the phrase "for purposes of this subsection", as presented in Attachment 1. The motion carried six to zero.

Mr. Freeman commented that there was a phrase that would help clarify the policy. The change would be to strike from section 3.b. to strike the words "for purposes of this subsection." Ms. Atchley offered an amended motion which carried unanimously.

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

#### Section I - Human Resources

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

#### **BOARD ACTION**

M/S (Terrell/Goesling): To approve the first reading of proposed amendments to Board Policy II.H., Coaches and Athletic Directors, with all revisions as presented. The motion failed with a three-to-three vote. Mr. Westerberg, Mr. Edmunds and Mr. Soltman voted nay on the motion.

Mr. Terrell introduced the item and indicated the proposed policy change would provide head and assistant coaches at the universities 192 hours of annual leave per year up-front and not accrued on a monthly basis as they do currently. The leave would be use-it or lose-it on an annual basis and no cashout would be allowed for unused leave. He pointed out the proposed 192 hours of leave is equivalent to 24 days or two days per month which is the same amount of leave non-classified employees earn annually pursuant to Board policy.

Mr. Freeman provided some background indicating that the athletic directors (ADs) at the three universities approached staff about revising annual leave accrual for coaches. The ADs identified a concern that coaches are accruing high annual leave balances (capped by law at 240 hours) and then when they leave the university's employment (either voluntarily or involuntarily) the university has a financial liability, sometimes significant, to payout the coach's vacation. Secondly, the universities provide that coaches are unique in that they put in significant hours during the season and then off-season their schedule slows down, but depending upon their date of hire they may not have accrued enough leave to take advantage of their off time. Mr. Freeman also pointed out that if this policy is enacted, it does require coordination with the State Controller's Office who has indicated there would be material programming costs involved related to implementing an alternate leave policy because it is different from any other state structure and would require additional programming of the states electronic personnel management

system. Those costs would be in the range of \$30,000.

Mr. Rob Spear, Athletic Director, indicated this is a financial liability problem for the athletic departments where if a coach leaves with 240 hours, it creates an unbudgeted liability at the end of the year for payout.

Mr. Westerberg expressed concern over changing a policy for a fairly small number of employees. Mr. Spear responded that it goes back to the financial liability, pointing out that the turnover rate for coaches is higher than other staff. He gave an example that this past year at UI they absorbed a \$50,000 expense in payout for the transition of coaches. Ms. Pearson commented on behalf of BSU that they require coaches to take the leave and do not pay them out for accrued annual leave, which may be an alternative for other institutions. Mr. Spear responded this may not be an option for those coaches who terminate their contract or get terminated early, and that the leave still will be paid out.

#### 2. Board-Sponsored Retirement Plan Amendments

M/S (Terrell/Atchley): To approve amendments for the Board's Optional Retirement Plan 401(a), 403(b), supplemental 403(b) and 457(b) plans as set forth in Attachment 1, and to declare said amendments effective August 15, 2013. The motion carried six to zero.

Mr. Freeman indicated that at its August 2013 meeting, the Board approved TIAA-CREF's Share Class Change/Revenue Credit Account proposal for the Board's 401(a), 403(b), supplemental 403(b) and 457(b) retirement plans. These changes must now be incorporated into the corresponding retirement plan documents which is the purpose of this item.

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

#### Section II - Finance

#### 1. FY 2014 Sources and Uses Funds

Mr. Freeman indicated this is a standard report for the Board and details were provided in the agenda materials. Mr. Westerberg recognized BSU for several of their uses of funds and asked what attributed to the student services costs number being up. Ms. Pearson responded for BSU that the university has made significant investment in improving student services and have added things such as an orientation program for new students as an example. He asked Idaho State University (ISU) why their student services costs appear to be flat. Mr. Fletcher responded that they have invested significantly in student services over the last several years. Mr. Westerberg pointed out that private gifting is down at UI. Ron Smith from UI responded it could be attributed to more effort going into their campaign, endowment and facilities costs. Mr. Westerberg requested a follow-up memo from UI for an explanation. Mr. Smith indicated he would provide that information. Mr. Westerberg asked about LCSC's gifting being down also. Mr. Herbst confirmed they are down slightly and also indicated the normal inflation is evident in student services. There was additional discussion about gifting and student services in particular, and Mr. Westerberg clarified that he pointed out those two areas because of the significant source of revenue they provide for the institutions.

Mr. Freeman pointed out that on the revenue side of private gifts, the bulk of those revenue gifts are to the foundations and are not reflected on the report distributed in the Board materials.

2. Amendment to Board Policy V.F. – Bonds and Other Indebtedness – First Reading

#### **BOARD ACTION**

M/S (Terrell/Atchley): To approve the first reading of proposed amendments to Board policy Section V.F., Bonds and Other Indebtedness, with all revisions as presented. The motion carried six to zero.

Mr. Terrell indicated that 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. Mr. Freeman indicated that they have spent considerable time reviewing the proposed policy. He indicated that previously, Board member Edmunds had 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.

Mr. Freeman walked through the policy for the benefit of the Board members. The first section under *General Powers* included some clarifying. Sections two and three were struck out. Those included the attorney general's opinion which is already included in statute, and *Private Sale* which is not applicable. Paragraph five, *Expenditure of Excess Revenue*, was also struck in its entirety and was not applicable. A new paragraph three on debt policy was added which contains guiding principles.

Mr. Edmunds indicated a preference for fixed rate over variable rate of debt financing in today's environment. He also asked about the 20% variable rate debt amount and where that number came from in section 3b.v.b. Mr. Freeman indicated the 20% is somewhat of an arbitrary number, but that the language could be tightened up. Mr. Edmunds responded that his first choice would be to change the language to *fixed* unless there was a very logical reason not to. Responses from the vice presidents of finance were in agreement with Mr. Edmunds comments. Mr. Freeman indicated the word "typically" could be replaced with "preferred" in the first paragraph of section 3b.v.

Dr. Goesling commented that there is always a possibility the cash flow coming in may not be able to service the debt at some point. He asked if there were any suggestions of other ratios used by boards to effectively gauge the abilities of institutions to meet their debt – for instance from the Association of Governing Boards (AGB). Mr. Freeman responded that there are four ratios that the Board has tracked historically and uses.

Ms. Pearson reminded the Board that other reports such as Moody's or Standard and Poor's are also used when institutions bring forward a debt issuance, and those have also been addressed in this policy. She added that Moody's typically runs about 27 ratios, and that analysis is available to the Board. Dr. Goesling responded that the Board generally only sees that information when a debt issuance comes before the Board and requested seeing that information more frequently. Mr. Terrell recommended seeing that detail monthly at the financial vice-president meetings.

Mr. Freeman pointed out that the 8% stated on Tab 2, page 8, is not unreasonable for a debt burden ratio. He added that the equation is defined in the policy so the calculation is clearly stated. Mr. Freeman went on to identify the other additions to the policy, and pointed out that section 3.h. addresses Dr. Goesling's concerns about supporting documents for debt issuance. He added that there is also a post issuance monitoring section included in policy now. Mr. Edmunds asked for consideration of a more conservative approach of 7% for a debt burden ratio. Mr. Westerberg echoed those concerns.

3. Boise State University - Amendment to NIKE Contract

#### **BOARD ACTION**

M/S (Terrell/Goesling): To approve the request by Boise State University to extend its multi-sport product supply and sponsorship agreement with NIKE, Inc. for an additional two years, as outlined herein. The motion carried six to zero.

4. Boise State University - Purchase of Phoenix Thermal Ionization Mass Spectrometer

#### **BOARD ACTION**

M/S (Terrell/Westerberg): To approve Boise State University's request to purchase a thermal ionization mass spectrometer in substantial conformance with Attachment 1. The motion carried six to zero.

#### 5. University of Idaho – Executive Residence Project Update

Ron Smith, VP of finance and Administration, from the UI reported to the Board on the work done to date on the recommendations for the president's house. Mr. Smith pointed out that Interim President Burnett appointed an advisory committee to explore the full extent of options reasonably available to the university. The consensus and recommendation of that committee is to rebuild the residence and not to attempt remodel of the existing dwelling. They have appointed a subcommittee to evaluate architects and received eleven submissions. They have named an architect for the project and are presently in negotiations with that architect. The project will be built to LEED standards and the timeline is to have the project built by Spring of 2015.

#### **OTHER BUSINESS**

Dr. Goesling requested that Mr. Lewis have an opportunity to reconsider BAHR HR item 1 – Amendment to Board Policy Section II.H. – Coaching, Personnel and Athletic Directors that had previously failed and possibly bring it back for reconsideration.

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

M/S (Terrell/Westerberg): To adjourn the meeting at 3:15 p.m. The motion carried unanimously.



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

# DRAFT MINUTES STATE BOARD OF EDUCATION October 31 – November 1, 2013 Special Board Meeting Boise, ID

A special meeting of the State Board of Education was held October 31 – November 1, 2013. It originated from the Board office in Boise Idaho. Board President Don Soltman presided and called the meeting to order at 8:05 a.m. A roll call of members was taken.

#### **Present:**

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

Thursday, October 31, 2013

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

University of Idaho

#### **BOARD ACTION**

M/S (Atchley/Goesling): To go into Executive Session pursuant to Idaho Code §67-2345(1)(a) – for the purpose of considering the hiring of a public officer, employee, staff member or individual agent. A roll call vote was taken and the motion carried unanimously.

The Board recessed until November 1, 2013 at 8:00 am

Friday, November 1, 2013

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

The Board reconvened at 8:00 am.

M/S (Terrell/Goesling): To go out of Executive Session at 12:20 p.m. on Friday, November 1, 2013. The motion carried unanimously.

The Board reconvened for regular business on Friday, November 1, 2013 at the Board office in Boise Idaho. Board President Don Soltman presided and called the meeting to order at 8:00 a.m.

# PLANNING, POLICY AND GOVERNMENTAL AFFAIRS (PPGA)

1. Pending Rule Docket 08-0203-1313 – Reward Schools

#### **BOARD ACTION**

M/S (Edmunds/Westerberg): To approve the Pending Rule Docket 08.0201.1302 as submitted. The motion carried 8-0.

2. Pending Rule Docket 08-0201-1302 - GED Requirements

# **BOARD ACTION**

M/S (Edmunds/Westerberg): To approve the Pending Rule Docket 08.0203.1303 as submitted. The motion carried 8-0.

Mr. Lewis asked about the changes regarding the General Education Development (GED) test requirements. He asked about the difference of the requirements in section 01 and section 04. Ms. Bent clarified the changes to the policy and clarified that GED sets the passing score for the GED test which is a nationally known number. She commented the GED test scores set by the state are being used to meet the Idaho high school equivalency requirement, but we have set our own cut scores. She clarified that anyone could take the GED test, receive a passing GED score, and receive a GED, but to get an Idaho high school equivalency certificate they have to meet Idaho's cut scores.

# **DEPARTMENT OF EDUCATION (SDE)**

1. Pending Rule Docket 08-0202-1301 – Accreditation

#### **BOARD ACTION**

M/S (Luna/Terrell): To approve Pending Rule - Docket No. 08-0202-1301, Rules Governing Uniformity, as submitted. The motion carried 7-0. Mr. Edmunds was absent from voting.

Ms. Willits from the State Department of Education (SDE) provided a short explanation of the changes to this rule. Ms. Atchley asked about the number of students driving the rule. Ms. Willits responded that the number of students in a class is 36 and it seemed like a good starting point. Mr. Luna added that the 36 represents three support units.

2. Pending Rule Docket 08-0202-1303 – Alternate Route to Certification

#### **BOARD ACTION**

M/S (Luna/Terrell): To approve the Pending Rule - Docket No. 08-0202-1303, as submitted. The motion carried 8-0.

Ms. Willits indicated this rule will allow for more alternative learning routes for students.

3. Pending Rule Docket 08-0202-1304 – Mathematics In-Service Program

#### **BOARD ACTION**

M/S (Luna/Goesling): To approve Pending Rule – Docket No. 08-0202-1304, as submitted. The motion carried 8-0.

Ms. Willits indicated the changes that were made were requested as clarification related to strategies for teaching math, and also requested by the legislature and stakeholder groups.

4. Pending Rule Docket 08-0202-1305 - Code of Ethics

#### **BOARD ACTION**

M/S (Luna/Goesling): To approve Pending Rule – Docket No. 08-0202-1305, Rules Governing Uniformity, as submitted. The motion carried 8-0.

Mr. Luna indicated that this rule deals with the teacher Code of Ethics and the changes provide clarity to the rule. Mr. Lewis asked about a phrase in the rule stating, ". . . during the course of professional practice". Mr. Luna responded that the phrase refers to any time professional educators are performing their responsibilities as an educator. Mr. Lewis felt the lead in language appears to be limiting. Mr. Luna and Mr. Lewis agreed to converse about the changes in more detail outside of the meeting.

<u>5. Pending Rule Docket 08-0202-1306 – Documents Incorporated by Reference</u>

# **BOARD ACTION**

M/S (Luna/Terrell): To approve Pending Rule – Docket No. 08-0202-1306, Rules Governing Uniformity, Incorporation by Reference. The motion carried 7-0. Mr. Westerberg was absent from voting.

6. Pending Rule Docket 08-0202-1307 – MTI and Out of State Applicants

#### **BOARD ACTION**

M/S (Luna/Atchley): To approve Pending Rule – Docket No. 08-0202-1307, Rules Governing Uniformity, as submitted. The motion carried 8-0.

7. Pending Rule Docket 08-0202-1308 – Endorsements

#### **BOARD ACTION**

M/S (Luna/Atchley): To approve Pending Rule – Docket No. 08-0202-1308, Rules Governing Uniformity, as submitted. The motion carried 8-0.

Ms. Willits provided clarification on the differences in the rule, pointing out the changes in endorsements complement the changes in teacher standards that were made, and that there were no comments received on the rule changes. She indicated these changes also raise the

English standards for teachers, and a mastery provision is included.

Mr. Lewis asked why the Math standards aren't increased as much. Ms. Willits responded that the review of the standards are broken out over a number of years, such that a few standards are reviewed each year and the requirement for more credits in math will be seen in the coming years. She indicated for illustrative purposes that next year is science. Mr. Lewis responded that this is a significant jump and it may be going too far at once with moving from 20 to 45 credits. He recommended seeing the subjects all increased at the same time. Mr. Luna responded that if the Board wants to adopt a faster pace for each subject area, they can certainly do that with a request through the Professional Standards Commission. He also indicated they could discuss this in more detail in the CAAP committee. He added they want to allow teachers to demonstrate mastery that translates to credits. Mr. Lewis cautioned on disincentivizing teachers on becoming students by having the bar too high. Mr. Westerberg also added that he felt the changes could be problematic for small schools. There was additional discussion on the number of credits required. Mr. Luna commented that if we have adopted content standards for students that are considerably higher, we need to make sure we have a teaching force that can effectively teach to the higher content standards and this is a move toward achieving that.

8. Pending Rule Docket 08-0203-1303 - Gun Free Schools

#### **BOARD ACTION**

M/S (Luna/Terrell): To approve the Pending Rule - Docket No. 08-0203-1303 - Gun-free Schools, as amended. The motion carried 8-0.

M/S (Lewis/Atchley): I move to amend the language in the rule by striking out the words "students prohibited from". The amended motion carried 8-0.

Mr. Luna indicated that this rule resolves the problem with conflicting rules and brings clarity to what is in code, clarifying what is in code and what is not. Ms. Willits indicated this rule requires that school districts have a policy about guns on campus and clarified that these changes were largely requested by the Legislature and also a result of the Sandy Hook tragedy. Ms. Bent clarified the relevant section of code references that faculty must have permission from the local school board to carry weapons on campus. Mr. Lewis expressed concern about how the wording is in the policy that it is related to just students. He felt the policy should be inclusive of everyone on campus, including faculty and staff, not just students. Mr. Lewis recommended taking the word "students" out of the language so it would be clearer that the policy is for everyone on campus.

Mr. Terrell wanted to ensure by this change that the ability of school staff to protect the students would not be compromised. Mr. Luna clarified that this just requires districts to have policy for guns on campus in general. Mr. Terrell asked what happens between now and when the policy is enacted. Ms. Marcus commented that the statute clearly prohibits students from possessing weapons. Mr. Lewis confirmed that this would not prohibit the districts from allowing certain staff from carrying weapons on campus. Ms. Willits added that this rule will not go into effect until the Legislature approves it.

9. Pending Rule Docket 08-0203-1304 – On-Line Course Approval

#### **BOARD ACTION**

M/S (Luna/Atchley): To approve Pending Fee Rule - Docket No. 08-0203-1304, Rules Governing Thoroughness, as amended. The motion carried 8-0.

M/S (Lewis/Goesling): To amend rule language by striking the words "course providers" and inserting the word "courses" under section 128.06 in the third sentence of paragraph 06.

Mr. Lewis asked permission from the chair to remove this amended motion. There were no objections to the request.

M/S (Lewis/Atchley): To amend the rule language by inserting the words "and courses" after the word "providers" in the third sentence under section 128.06. The motion carried 7-0. Mr. Terrell was absent from voting.

Mr. Luna introduced the item stating it is dealing with the State Department of Education's online course portal and provides some details as to what the portal will be and the uses it will provide. It requires online course providers to have an approved course that will be reviewed and approved every four years. Mr. Lewis asked if it is the courses or the providers that are being approved for four years. Mr. Luna responded it is for the courses. There was further discussion that clarifying language needs to be added to the rule. Mr. Lewis offered an amendment to the language.

10. Amend Temporary Rule Docket 08-0203-1305 – Graduation Requirements

#### **BOARD ACTION**

M/S (Luna/Terrell): To approve the amendment to Temporary Rule - Docket No. 08-0203-1305, as amended. The motion carried 8-0.

M/S (Terrell/Goesling): To approve the amendment to Temporary Rule - Docket No. 08-0203-1305, including the language in Tab 11 dealing with middle school and math. The motion carried 8-0.

Ms. Willits walked the Board members through the changes by section. She pointed out some of the highlights from each section. Mr. Lewis pointed out a couple of typos that required correction.

Ms. Willits pointed out on tab 11, section 6, there is a new subsection D, and read aloud the new section which clarifies the changes for math students. The language they discussed will be copied and added to the temporary rule. Mr. Lewis pointed out that substantively they are giving math students credit for taking computer science. Mr. Luna commented that in order to take computer science the student must first take algebra II. Mr. Lewis questioned why computer science is an equivalent to math. Ms. Willits responded that it would be treated as a math credit or science credit because of the high level of math required to take a dual credit or Advanced Placement computer science course. There was additional discussion related to the math requirements.

Mr. Lewis pointed out that the top requirement for math in Idaho is geometry and declared it an embarrassment. Mr. Edmunds echoed those sentiments. He urged the Department to determine if that is truly a sufficient level of math for Idaho students and to bring back feedback for the Board. He specifically requested a recommendation from the Department on what the

level of math should be for Idaho high school students. Mr. Luna acknowledged that request.

# 11. Pending Rule Docket 08-0203-1306 – Graduation Requirements

#### **BOARD ACTION**

M/S (Luna/Goesling): To amend Pending Rule - Docket No. 08-0203-1306, as submitted.

A substitute motion was offered.

M/S (Terrell/Goesling): To amend the Pending Rule – Docket No. 08-0203-1306, to remove section 105.101.01 and to remove the word "the requirement" from section 105.01.11. The motion carried 7-1. Mr. Edmunds voted nay on the motion.

Ms. Willits clarified the details of the pending rule, stating that everything that was approved in the temporary rule is contained in the pending rule. Ms. Willits indicated the first motion includes elementary schools requiring a minimum of 60 minutes of physical education (PE) on a weekly basis. For middle schools and junior high schools, for the Fall of 2015, it includes an average of 200 minutes of PE on a bi-weekly basis during the period of enrollment. Ms. Willits detailed the changes for the math section, which state that for AP computer science, dual credit computer science, and dual credit engineering, the courses may be counted as a math credit if the student has completed Algebra II standards, but can't be double counted as both a math and a science credit. Those same changes were made for the science section.

For the section on health and wellness, it requires that students have one class period where they learn CPR. Additionally, there will be two credits of PE required for graduation beginning in the Fall of 2015. Ms. Willits read aloud a substitution that was driven by public comment which essentially states that students participating in a sport recognized by the Idaho High School Activities Association or a club sport recognized by the local school district, or 18 weeks of a sport recognized by the local school district may choose to substitute participation for one credit of PE. Summarily, the two major changes with this rule are to PE, and math and science.

Mr. Soltman expressed concern about the PE requirement for middle schools in that some middle schools do not have the capacity in gyms or the staff to accommodate the 200 minute requirement. Ms. Willits responded that concern would be addressed by the occurrence of the class on a bi-weekly basis. There was discussion on activities that could be counted toward the PE requirement.

Mr. Edmunds expressed concern about the state exercising too much control with items like the PE requirement. He felt the control should be at a local level and should be outcomes driven. Ms. Atchley also indicated that she had heard of public comments where individuals were opposed to the 200 minute requirement for PE. There was additional discussion about different associations who may have influence over concerns like this. Mr. Westerberg expressed concern about the physical condition of students and also was concerned with the requirement. Mr. Lewis commented that many districts are already requiring PE and that there could be some compromise to tie the requirement together with outside athletic activities.

Mr. Luna summarized the details of the discussion by clarifying the changes would be kept for the CPR, the grade school and middle school PE requirements, and to remove the two credits of PE required for graduation. Mr. Lewis recommended some alternative language. There was additional discussion about the limits on PE credits. The concern was expressed that the

students are getting to their senior year and not having to participate in certain classes by being awarded credit for other activities. The discussion moved on to mastery and several different opinions were expressed.

12. Pending Rule Docket 08-0203-1307 - Cursive Writing

# **BOARD ACTION**

M/S (Luna/Goesling): To approve Pending Rule - Docket No. 08-0203-1307, as submitted. The motion carried 5-3. Mr. Soltman, Mr. Edmunds and Ms. Atchley voted nay on the motion.

#### Other Business:

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

M/S (MT/BG): To adjourn at 2:34 p.m. The motion carried unanimously.



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

# DRAFT MINUTES STATE BOARD OF EDUCATION November 18, 2013 Special Board Meeting Boise, ID

A special teleconference meeting of the State Board of Education was held November 18, 2013. It originated from the University of Idaho, Administration Building Auditorium in Moscow, Idaho. Board President Don Soltman presided and called the meeting to order at 11:30 a.m. MST. A roll call of members was taken.

#### Present:

Don Soltman, President Emma Atchley, Vice President Rod Lewis, Secretary Bill Goesling Milford Terrell

Richard Westerberg

Tom Luna

Ken Edmunds (joined at 11:33 a.m.)

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

1. University of Idaho – Consideration of Chief Executive Officer

#### **BOARD ACTION**

M/S (Atchley/Terrell): To approve the appointment of Dr. Chuck Staben as President of the University of Idaho effective March 1, 2014, for a term of three (3) years, expiring on June 17th, 2017, at an annual salary of \$350,000, and to authorize the President of the Board of Regents of the University of Idaho on behalf of the Board to execute an appointment agreement with Dr. Staben in substantial conformance to the form presented to the Board. A roll call vote was taken and the motion carried unanimously eight to zero.

Mr. Soltman introduced the item, indicating the purpose of the meeting was to appoint a new president to the University of Idaho. Mr. Terrell congratulated the University of Idaho on its new president and welcomed Dr. Staben to Idaho and to the university on behalf of the staff in Boise.

#### Other Business:

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

M/S (Terrell/Goesling): To adjourn at 11:38 a.m. MST. The motion carried unanimously.



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

DRAFT MINUTES
STATE BOARD OF EDUCATION
November 20, 2013
Special Board Meeting
Boise, ID

A special teleconference meeting of the State Board of Education was held November 20, 2013. It originated from the State Board of Education office in Boise, Idaho. Board President Don Soltman presided and called the meeting to order at 3:30 p.m. MST. A roll call of members was taken.

# Present:

Don Soltman, President Emma Atchley, Vice President Rod Lewis, Secretary Bill Goesling Milford Terrell (joined at 3:36) Richard Westerberg

Tom Luna Ken Edmunds

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

1. State Department of Education (SDE) - Elementary Secondary Education Act (ESEA) Waiver

#### **BOARD ACTION**

M/S (Luna/Atchley): To approve Idaho's application for the Elementary Secondary Education Act flexibility waiver as submitted. A roll call vote was taken and the motion carried unanimously 8-0.

Mr. Luna indicated this item deals with a number of the components of the ESEA waiver and transition to the new SBAC test. He said it is important to move forward with this rule to avoid double testing students this Spring, and also that all students have the opportunity to experience this assessment before it becomes effective. He indicated materials were provided for review in the agenda and the item has been voted on before and is now being brought forward at the end of the public comment period.

Dr. Goesling asked what kind of comments were received. Ms. Willits from the Department of Education responded that some comments were in support, while some expressed frustration about testing. Ms. Willits indicated the Department has been very transparent with districts and parents on how the testing will work and have collaborated with the districts to communicate clearly about it. Overall it appears that the districts are supportive. Dr. Rush added that the waiver requested has been reviewed by the Accountability Oversight Committee who was supportive of it.

Ms. Willits clarified further that because there is not a statewide assessment with reportable student information for this year, the amendment to the waiver is necessary to waive part of the accountability determinations. There will be a level of accountability but there will not be a traditional Idaho Standards Achievement Test (ISAT). Mr. Soltman asked what would happen if the waiver is not approved. Ms. Willits responded it would result in students being double tested. Mr. Luna added that if it is not approved they would likely need to double test all students which would not be a favorable approach, but it would be the most likely outcome to occur.

Ms. Atchley asked if the SBAC test would replace the ISAT and asked when it would be ready. Mr. Luna responded it is part of the roll-out and transition of pilot tests, field tests, and then the new state accountability exam.

#### Other Business:

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

M/S (Terrell/Goesling): To adjourn at 3:41 p.m. MST. The motion carried unanimously.

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# PLANNING, POLICY AND GOVERNMENTAL AFFAIRS DECEMBER 18, 2013

#### **SUBJECT**

Idaho State Board of Education 2014-2018 Strategic Plan

#### REFERENCE

April 2010	Board	postponed	strategic	plan	approval to	June 2010

meeting

June 2010 Board approved 2011-2015 State Board of Education

Strategic Plan

December 2010 Board approved 2011-2015 State Board of Education

Strategic Plan

December 2011 Board approved 2012-2016 State Board of Education

Strategic Plan

December 2012 Board reviewed and requested amendments to the 2013-

2017 State Board of Education Strategic Plan

February 2012 Board approved 2013-2017 State Board of Education

Strategic Plan

# APPLICABLE STATUTE, RULE, OR POLICY

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

# **BACKGROUND/ DISCUSSION**

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

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

At the October 2013 Regular Board meeting, the Board had an opportunity to review performance measures and discuss potential changes in performance measures and benchmarks for the December 2013 approval of the updated strategic plan. During the October Board meeting, Board members had requested some amendments to the performance measures contained with the Board's strategic plan. Those changes have been incorporated into the attached document.

# PLANNING, POLICY AND GOVERNMENTAL AFFAIRS DECEMBER 18, 2013

The Complete Idaho College plan are statewide strategies that have been developed to move the Board's strategic plan forward with a focus on moving the needle on the 60% of Idahoans hold a degree or certificate by 2020 measure.

# **IMPACT**

Once approved, the institutions and agencies will align their strategic plans to the Board's strategic plan and bring them forward to the Board for approval in April.

The Board and staff use the strategic plan to prioritize statewide education initiatives in Idaho. By focusing on critical priorities, Board staff, institutions, and agencies can direct limited resources to maximum effect.

# **ATTACHMENTS**

Attachment 1 – 2014–2018 Idaho State Board Education Strategic Plan Page 3 Attachment 2 – Performance Measure Report Page 8

# STAFF COMMENTS AND RECOMMENDATIONS

There have been minor wording changes to the performance measures to further define the data being collected, in addition to the changes requested by Board members at the October 2013 Board meeting.

In addition to the broader statewide strategic plan for Education, the Higher Education Research Council (HERC) has developed a Higher Education Research Strategic Plan. The current chair of HERC will update the Board on the progress the council has made. Additionally, staff has been working with a group of stakeholders to develop a statewide plan for Science, Technology, Engineering, and Math (STEM) education. The STEM strategic plan will be presented to the Board for approval as part of the regular meeting agenda. These two more specific plans allow for more detail in their respective emphasis areas and will be in alignment with the Board's broader statewide K-20 education strategic plan.

The work session will provide the Board with an opportunity to review and amend the strategic plan goals, objectives, performance measures, and/or benchmarks. Staff will be prepared to walk the Board through the various parts of the plan, as well as provide additional information on potential performance measure changes. Staff has proposed initial amendments based on direction from the Board during the performance measure report at the October Board meeting. Should the Board have no additional amendments, the plan may be approved at this meeting.

#### **BOARD ACTION**

I move to approv	ve the 2014-2018 Idaho Sta	ate Board of Educatior	n Strategic Plar
	nd to authorize the Execu enchmarks as necessary.	tive Director to finaliz	ze performance
Moved by	Seconded by	Carried Yes	No

# PLANNING, POLICY AND GOVERNMENTAL AFFAIRS DECEMBER 18, 2013



# IDAHO STATE BOARD OF EDUCATION 2014-2018 Strategic Plan

An Idaho Education: High Potential – High Achievement



# **VISION**

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

# **MISSION**

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

# **AUTHORITY AND SCOPE:**

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

State Board of Education Governed Agencies and Institutions:

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

# PLANNING, POLICY AND GOVERNMENTAL AFFAIRS DECEMBER 18, 2013

# **GOAL 1: A WELL EDUCATED CITIZENRY**

The educational system will provide opportunities for individual advancement.

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

#### **Performance Measures:**

• Annual number of state funded scholarships awarded and total dollar amount.

Benchmark: 20,000, \$16M

• Amount of need-based aid per student.

Benchmark: undergraduate FTE WICHE Average

 Postsecondary student enrollment by race/ethnicity/gender as compared against population.

**Benchmark:** 85,000 students for White & White, non-Hispanic; 30,000 students for all other race/ethnicities.

• Percentage of Idaho graduates (secondary) meeting placement test college readiness benchmarks.

**Benchmark:** SAT – 60% by 2017 ACT – 60% by 2017

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

# **Performance Measures:**

- Percent of high school students enrolled and number of credits earned in Dual Credit (tied to HS enrollment, based on trend):
  - Dual credit

**Benchmark:** 25% students per year **Benchmark:** 75,000 credits per year

Tech prep

**Benchmark:** 27% students per year enrolled.

• Percent of high school students taking Advanced Placement (AP) exams and number of exams taken each year.

Benchmark: 10% students per year

Benchmark: 10,000 exams taken per year

High School Graduation rate as defined in the Accountability Workbook.

Benchmark: 95%

 Percent of high school graduates who enroll in postsecondary institution within 12 months of graduation

Benchmark: 80%

• Percentage of <u>first-year freshmennew full-time students</u> returning <u>(or graduated)</u> for second year in an Idaho public institution.

2-year Institution Benchmark: 75% 4-year Institution Benchmark: 85%

# PLANNING, POLICY AND GOVERNMENTAL AFFAIRS DECEMBER 18, 2013

• Percent of Idahoans (ages 25-34) who have a college degree or certificate requiring one academic year or more of study.

**Benchmark:** 60% by 2020

Benchmark: 26% with a Baccalaureate degree by 2020 Benchmark: 8% with a graduate level degree by 2020

 Percent increase of postsecondary unduplicated students receiving undergraduate awards (certificate of one academic year or more) during the academic year (Summer-Fall-Spring).

Benchmark: TBD (2yr institutions/4yr institutions)

 Percent of first-time, full-time, degree seeking undergraduate freshmen who graduate within 150% of completion time (3yrs/6yrs) Postsecondary unduplicated awards (certificate of one academic year or more) as a percentage of total student headcount)

**Benchmark:** 3520% for 2-year institutions, 4520% for 4-year institutions

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

# **Performance Measures:**

 Number of integrated training and or reintegrated training programs in the technical colleges.

Benchmark: 10

• Number of adults enrolled in upgrade and customized training (including statewide fire and emergency services training programs).

Benchmark: 45,000

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

#### **Performance Measures:**

Number Ratio of STEM to non-STEM baccalaureate degrees conferred in STEM fields (CCA/IPEDS Definition of STEM fields).

Benchmark: 2,177 degrees 1:4

· Percentage of students participating in internships.

Benchmark: 30%

Percentage of students participating in undergraduate research.

Benchmark: 30%

 Number of University of Utah Medical School graduates who are residents in one of Idaho's graduate medical education programs.

Benchmark: 8 graduates at any one time

Percentage of Boise Family Medicine Residency graduates practicing in Idaho.

Benchmark: 60%

• Percentage of Psychiatry Residency Program graduates practicing in Idaho.

Benchmark: 50%

### **GOAL 2: CRITICAL THINKING AND INNOVATION**

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

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

#### **Performance Measures:**

Institution expenditures from competitive Federally funded grants

Benchmark: \$112M

• Institution expenditures from competitive industry funded grants

Benchmark: \$7.2M

Number of sponsored projects involving the private sector.

Benchmark: 10% increase

Total amount of research expenditures

Benchmark: 20%increase

 Percent of students meeting college readiness benchmark on college entrance exam (ACT/SAT) in Mathematics and Science.

Benchmark: 42.2%

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

#### **Performance Measures:**

- Percent of student meeting proficient or advance placement on the Idaho Standards Achievement Test, broken out by subject area.
  - **Benchmark:** 100% for both 5<sup>th</sup> and 10<sup>th</sup> Grade students, broken out by subject area (Reading, Language Arts, Mathematics, Science)
- Average composite college placement score of graduating secondary students.

Benchmark: ACT - 24.0

SAT - 16501500 (average score of 500 on each exam)

- Percent of elementary and secondary schools rated as four star schools or above.
   Benchmark: 100%
- Percentage of first-time students from public institution teacher training programs that pass the Praxis II.

Benchmark: 90%

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

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

#### **Performance Measures:**

Cost per successfully completed weighted student credit hour

**Benchmark:** 2-year – less than or equal to \$280185 **Benchmark:** 4-year – less than or equal to \$165

Average net cost to attend public 4 year institution.
 Benchmark: 90% of peers (using IPEDS calculation)

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

**Benchmark:** Associates – 70 credits or less

Transfer Students: 70 credits or less

**Benchmark:** Bachelors – 130 credits or less

Transfer Student: 130 credits or less

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

**Benchmark:** 2 year – less than 55% **Benchmark:** 4 year – less than 20%

Institutional reserves comparable to best practice.

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

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

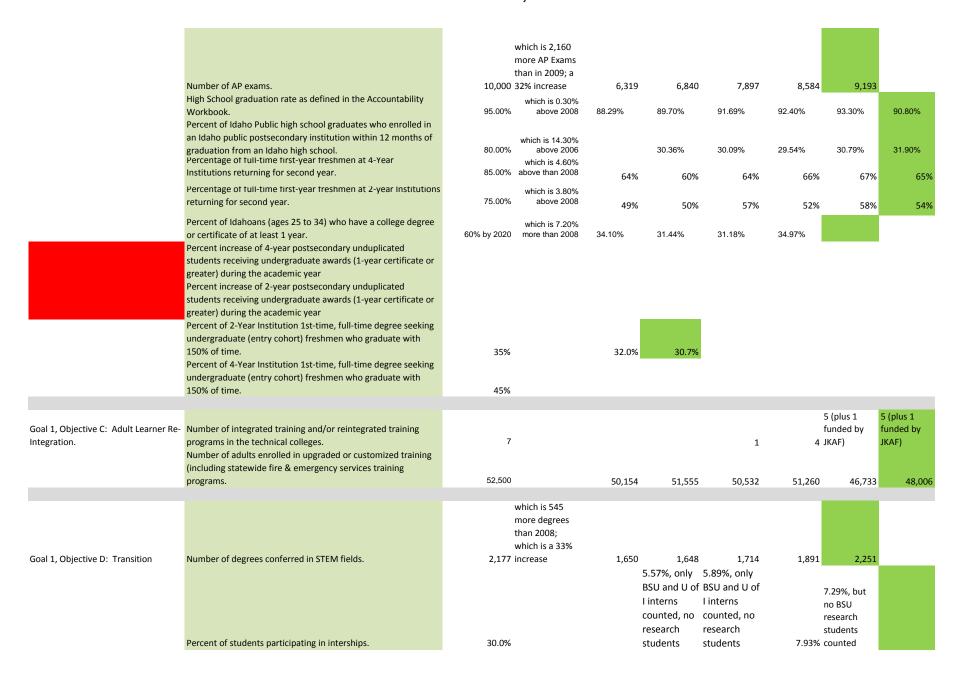
#### **Performance Measures:**

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

Benchmark: Completed by 2015.

Phase Two completed by June 30, 2013 Phase Three completed by June 30, 2014 Phase Four completed by June 30, 2015

			_	Performar	nce for Scho	ol Year Endir	ng in Spring	(i.e., Acade	mic Year):
		2017	Benchmark						
Goal/Objective	Performance Measure	Benchmark	Perspective	2008	2009	2010	2011	2012	2013
Goal 1: A Well Educated Citiz	enry								
Goal 1, Objective A: Access.	Annual number of state-funded scholarships awarded.	20,000	\$8.0M more scholarship dollars than	9,089	10,878	10,956	7,904	7,740	8,219
	Annual total dollar amount of state-funded scholarships awarded.	\$16,000,000	2009, which is double the dollar amount	\$8,816,132	\$9,610,456	\$7,439,092	\$5,934,857	\$7,627,099	\$6,992,527
	Amount of need-based aid per undergraduate student.	\$489	WICHE Average	\$51	\$46	\$31	\$22		
	Postsecondary student enrollment by race/ethnicity/gender as compared against population.		J	·	·	·			
	Total Postsecondary student enrollment by race/ethnicity for White/White, non-Hispanic.	85,000	)	67,927	66,862	75,634	77,267		
	I otal Postsecondary student enrollment by race/ethnicity for all other race/ethnicities.	30,000	)	17,968	22,448	22,221	25,385		
	Percent of Idano (High School) graduates meeting placement test college readiness benchmark on SAT Reading Test	60%	,			68.4%	66.6%	69.7%	34.2%
	Percent of Idaho (High School) graduates meeting placement test college readiness benchmark on SAT Writing Test	60%	,			57.7%	56.3%	60.7%	31.9%
	Percent of Idaho (High School) graduates meeting placement test college readiness benchmarks on ACT Reading Test	60%	•			60.0%	59.0%	59.0%	54.0%
	Percent of Idaho (High School) graduates meeting placement test college readiness benchmarks on ACT English Test	60%	,			72.0%	72.0%	72.0%	74.0%
Goal 1, Objective B: Higher Level of Educational Attainment	Percent of high school students enrolled in dual credit courses.	25.0%	Tied to HS enrollment & based on trend.	8.5%	10.1%	12.2%	13.3%	15.8%	18.4%
	Number of credits earned in dual credit courses.	75,000	enrollment & based on trend.	30,565	35,862	43,131	46,134	54,465	63,076
	Percent of high school students enrolled in tech prep courses.  Percent of students taking AP exams.	27.0% 10.0%		15.6% 6.3%	21.1% 7.0%	22.9% 7.7%	26.3% 8.2%	24.3% 8.8%	24.2%



	Percent of students participating in undergraduate research.	30.0% See note & comment to		counted, no research	BSU and U of I interns		7.29%, but no BSU research students counted	
	Number of University of Utah Medical School graduates.  Parentage of Boise Family Medicine Residency Graduates Practicing in Idaho.  Percent of Psychiatry Residency Program graduates practicing	8 the far right.  See note & comment to 60% the far right. See note & comment to	8		8 2 of 11 for 18.2%	6 of 12 for		7 of 12 for 58.3%
	in Idaho.	50% the far right.	100% (2)	0%	50% (1)	50% (1)	50% (1)	67% (2)
Goal 2: Critical Thinking & In	novation		, ( <b>-</b> )	3,0	(-)	(-)		
Goal 2, Objective A: Critical Thinking, Innovation & Creativity.	Institution expenditures from competitive Federally funded grants.	which is \$18.5M more than 2009; which is a 20% \$112,000,000 increase which is \$1.8M more than	\$76,490,071	\$93,537,598	\$122,966,139	\$112,458,680	\$97,131,693	
	Institution expenditures from competitive industry funded grants.  Number of sponsored projects involving the private sector Total amount of research expenditures.  Percent of students meeting college readiness benchmark on	2009; which is a \$7,200,000 20% increase 10% increase 20% increase	\$6,226,448	\$6,016,139	\$10,589,050	\$3,955,569	\$2,684,459	
	the ACT Mathematics exam.  Percent of students meeting college readiness benchmark on	22			47.0%	47.0%	47.0%	52.0%
	the ACT Science exam.  Percent of students meeting college readiness benchmark on	23			32.0%	32.0%	32.0%	43.0%
	the SAT Mathematics exam.	500			67.0%	65.8%	66.4%	35.2%
Goal 2, Objective B: Quality Instruction.	Percent of students scoring in the proficient or advance ranges on the Idaho Standards Achievement Test - <b>10th Grade Reading.</b>	100.00% 16% above 2009	85.70%	N/A due to many (but not all) of these students "banking" their scoresnot accurate comparison, per Scott Cook.  N/A due to many (but not all) of these students "banking" their scoresnot accurate	86.40%	87.20%	87.60%	89.20%
	Percent of students scoring in the proficient or advance ranges on the Idaho Standards Achievement Test - <b>10th Grade Math.</b>	100.00% 30% above 2009	76.60%	comparison, per Scott Cook.	76.80%	78.50%	78.00%	76.40%

Percent of students scoring in the proficient or advance ranges on the Idaho Standards Achievement Test - 10th Grade Science.		Percent of students scoring in the proficient or advance ranges on the Idaho Standards Achievement Test - <b>10th Grade Language.</b>	100.00%	35.60% above 2009	68.80%	N/A due to many (but not all) of these students "banking" their scoresnot accurate comparison, per Scott Cook.  N/A due to many (but not all) of these students "banking" their scoresnot	71.50%	72.60%	76.60%	72.30%
on the Idaho Standards Achievement Test - Sth Grade Reading.  Percent of students scoring in the proficient or advancer anges on the Idaho Standards Achievement Test - Sth Grade Math. Percent of students scoring in the proficient or advancer anges on the Idaho Standards Achievement Test - Sth Grade Math. Percent of students scoring in the proficient or advance ranges on the Idaho Standards Achievement Test - Sth Grade Math. Percent of students scoring in the proficient or advance ranges on the Idaho Standards Achievement Test - Sth Grade Math. Percent of students scoring in the proficient or advance ranges on the Idaho Standards Achievement Test - Sth Grade Math. Percent of students scoring in the proficient or advance ranges on the Idaho Standards Achievement Test - Sth Grade Science.  Percent of students scoring in the proficient or advance ranges on the Idaho Standards Achievement Test - Sth Grade Science.  Average composite ACT score.  Average composite ACT score.  Average Total SAT Score (not a Board measure as of 8/28/12) Percent of students meeting college readiness benchmark on the ACT Regist exam. Percent of students meeting college readiness benchmark on the ACT Regist exam. Percent of students meeting college readiness benchmark on the SAT Critical Reading exam. Percent of students meeting college readiness benchmark on the SAT Critical Reading exam. Percent of students meeting college readiness benchmark on the SAT Critical Reading exam. Percent of students meeting college readiness benchmark on the SAT Critical Reading exam. Percent of students meeting college readiness benchmark on the SAT Criticing exam. Percent of students meeting college readiness benchmark on the SAT Criticing exam. Percent of students meeting college readiness benchmark on the SAT Criticing exam. Percent of students meeting college readiness benchmark on the SAT Criticing exam. Percent of students meeting college readiness benchmark on the SAT Criticing exam. Percent of students meeting college readiness benchmark on the SAT			100.00%		66.90%	accurate comparison,	67.90%	69.30%	72.50%	72.70%
on the Idaho Standards Achievement Test - Sth Grade Math. Percent of students scoring in the proficient or advance ranges on the Idaho Standards Achievement Test - Sth Grade Language.  Percent of students scoring in the proficient or advance ranges on the Idaho Standards Achievement Test - Sth Grade Language.  Percent of students scoring in the proficient or advance ranges on the Idaho Standards Achievement Test - Sth Grade Science.  Percent of Students scoring in the proficient or advance ranges on the Idaho Standards Achievement Test - Sth Grade Science.  24 80% above 2009 60.10% 66.40% 64.80% 67.40% 69.30% 72.20% 24. points above 25. points above 26. points above 26. points above 26. points above 27. points above 27. points above 27. points above 28. points above 29. points			100.00%		84.30%	86.40%	88.00%	88.10%	87.80%	88.50%
Language.  100.00% 2009 74.20% 77.20% 77.20% 78.70% 78.40% 80.10%  Percent of students scoring in the proficient or advance ranges on the Idaho Standards Achievement Test - <b>5th Grade Science.</b> Average composite ACT score.  Average composite ACT score.  Average Total SAT Score (not a Board measure as of 8/28/12)  Percent of students meeting college readiness benchmark on the ACT Reading exam.  Percent of students meeting college readiness benchmark on the ACT English exam.  Percent of students meeting college readiness benchmark on the SAT Critical Reading exam.  Percent of students meeting college readiness benchmark on the SAT Critical Reading exam.  Percent of students meeting college readiness benchmark on the SAT Critical Reading exam.  Percent of students meeting college readiness benchmark on the SAT Critical Reading exam.  Percent of students meeting college readiness benchmark on the SAT Critical Reading exam.  Percent of students meeting college readiness benchmark on the SAT Critical Reading exam.  Percent of students meeting college readiness benchmark on the SAT Writing exam.  Percent of elementary and secondary schools rated as four star schools or above.  Percent of first-time students from public institution teacher training programs that pass the Praxis II.  Goal 3. Effective & Efficient Delivery Systems  Soo		on the Idaho Standards Achievement Test - <b>5th Grade Math.</b>	100.00%		78.00%	77.90%	79.80%	80.90%	78.60%	79.20%
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Average Total SAT Score (not a Board measure as of 8/28/12) Percent of students meeting college readiness benchmark on the ACT Reading exam. Percent of students meeting college readiness benchmark on the ACT English exam. Percent of students meeting college readiness benchmark on the SAT Critical Reading exam. Percent of students meeting college readiness benchmark on the SAT Writing exam. Percent of students meeting college readiness benchmark on the SAT Writing exam. Percent of fludents meeting college readiness benchmark on the SAT Writing exam. Percent of fludents meeting college readiness benchmark on the SAT Writing exam. Percent of fludents meeting college readiness benchmark on the SAT Writing exam. Percent of fludents meeting college readiness benchmark on the SAT Writing exam. Percent of fludents meeting college readiness benchmark on the SAT Writing exam. Percent of elementary and secondary schools rated as four star schools or above. Percent of first-time students from public institution teacher training programs that pass the Praxis II.  Goal 3: Effective & Efficient Delivery Systems  Goal 3, Objective A: Cost Effective & Cost per successfully completed weighted student credit hour for 2-year institutions.  Cost per successfully completed weighted student credit hour for 4-year institutions.  Salo for 2-Year  \$280 for 2-Year  \$280 for 2-Year  \$100.00%  \$280 for 2-Year		Average composite ACT score.	24.0	0.5% increase is	21.5	21.6	21.8	21.7	21.6	22.1
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the ACT English exam. Percent of students meeting college readiness benchmark on the SAT Critical Reading exam.  Percent of students meeting college readiness benchmark on the SAT Critical Reading exam.  Percent of students meeting college readiness benchmark on the SAT Writing exam.  Percent of elementary and secondary schools rated as four star schools or above.  Percent of first-time students from public institution teacher training programs that pass the Praxis II.  Goal 3: Effective & Efficient Delivery Systems  Goal 3, Objective A: Cost Effective & Fiscally Prudent.  Cost per successfully completed weighted student credit hour for 2-year institutions.  Cost per successfully completed weighted student credit hour for 4-year institutions.  \$280 for 2-Year \$280 for 2-Year \$280 for 2-Year \$100.00%  \$100		the ACT Reading exam.	22				60.0%	59.0%	59.0%	54.0%
the SAT Critical Reading exam.  Percent of students meeting college readiness benchmark on the SAT Writing exam.  Percent of elementary and secondary schools rated as four star schools or above.  Percent of elementary and secondary schools rated as four star schools or above.  Percent of first-time students from public institution teacher training programs that pass the Praxis II.  Goal 3: Effective & Efficient Delivery Systems  Goal 3, Objective A: Cost Effective & Fiscally Prudent.  Gost per successfully completed weighted student credit hour for 2-year institutions.  \$280 for 2-Year \$280 for 2-Year \$165 \$165 \$165 \$166 \$168		the ACT English exam.	18				72.0%	72.0%	72.0%	74.0%
the SAT Writing exam.  Percent of elementary and secondary schools rated as four star schools or above.  Percent of first-time students from public institution teacher training programs that pass the Praxis II.  Goal 3: Effective & Efficient Delivery Systems  Goal 3, Objective A: Cost Effective & Cost Effective & Fiscally Prudent.  Cost per successfully completed weighted student credit hour for 4-year institutions.  \$280 for 2-Year \$285 \$280 \$300 \$300 \$31.9%		the SAT Critical Reading exam.	500						69.7%	34.2%
schools or above.  Percent of first-time students from public institution teacher training programs that pass the Praxis II.  Goal 3: Effective & Efficient Delivery Systems  Goal 3, Objective A: Cost Effective & Cost per successfully completed weighted student credit hour for 2-year institutions.  Cost per successfully completed weighted student credit hour for 4-year institutions.  \$280 for 2-Year \$285 \$280 \$300 \$300 \$300 \$300 \$300 \$300 \$300 \$3			500						60.7%	31.9%
training programs that pass the Praxis II.  Goal 3: Effective & Efficient Delivery Systems  Goal 3, Objective A: Cost Effective & Cost per successfully completed weighted student credit hour for 2-year institutions.  Cost per successfully completed weighted student credit hour for 4-year institutions.  \$280 for 2-Year \$280 for 2-Year \$165 \$169 \$168		schools or above.	100.00%						58.5%	59.4%
Goal 3: Effective & Efficient Delivery Systems  Goal 3, Objective A: Cost Effective & Cost per successfully completed weighted student credit hour for 2-year institutions.  Cost per successfully completed weighted student credit hour for 4-year institutions.  \$280 for 2-Year \$280 for 2-Year \$280 for 2-Year \$280 for 2-Year \$300 \$300 \$3165		·	00.000/							
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Fiscally Prudent.  for 2-year institutions.  Cost per successfully completed weighted student credit hour for 4-year institutions.  \$280 for 2-Year  \$280 for 2-Year  \$165  \$165  \$169  \$168		• •								
for 4-year institutions. \$165 \$169 \$168		for 2-year institutions.	\$280 for 2-Year				\$285	\$280	\$300	
Average her cost to attend public 4-year institution.		, , , , , , , , , , , , , , , , , , , ,	\$165 <b>????</b>				\$175	\$169	\$168	

	Associates degree program - NON-TRANSFER STUDENTS.  Average number of credits earned at completion of an Associates degree program - TRANSFER STUDENTS.	70 70	include LCSC	93; Transfer = 101 (doesn't include CWI)				
	Average number of credits earned at completion of Bachelor's		Full-time = 139.8; Part-	Full-time = 141; Part-time				
	degree program - NON-TRANSFER STUDENTS.  Average number of credits earned at completion of Bachelor's	130	time = 141.5;  Transfer =  140.0 (doesn't	t Transfer = 130				
	degree program - TRANSFER STUDENTS.	130	data)	credits)				
	Percent of 2-year postsecondary first-time first year freshman who graduate from an Idaho High School in the previous year requiring remedial education in math and/or language art.	<55%	71.1%	73.0%	65.5%	72.7%	74.7%	59.4%
	Percent of 4-year postsecondary first-time first year freshman who graduate from an Idaho High School in the previous year							
	requiring remedial education in math and/or language arts.	<20%	20.3%	27.7%				24.1%
					,	of I=1.6%;	BSU = 3.5%; ISU= 7.3%; U of I = 2.3%;	
	Institution reserves comparable to best practice.	> or = 5%			LCSC = 3.5%	LCSC=3.5%	LCSC = 3.8%	
		Phase II completed by 6/30/13; Phase III completed by 6/30/14; Phase						
· · · · · · · · · · · · · · · · · · ·		IV completed by 6/30/15.						

TAB	DESCRIPTION	ACTION
1	SUPERINTENDENT'S UPDATE	Information Item
2	PRESENTATION ON TIERED LICENSURE	Information Item

SDE TOC Page i

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SDE TOC Page ii

### **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**

Presentation on Tiered Licensure in Response to the Governor's Task Force on Education

#### **BACKGROUND/DISCUSSION**

One of the recommendations of Governor Otter's Task Force for Improving Education was "a continuum of professional growth and learning that is tied to licensure," more commonly known as a tiered licensure system. Currently, there are fewer than ten states that use a single certificate system, including Idaho. Approximately 21 states use a two-tier system, and at least 17 states use three or more tiers.

In accordance with the Task Force for Improving Education's recommendation, the State Department of Education worked with stakeholders to form a technical advisory committee that will make recommendations regarding the expectations and measures to earn each tier of the licensure model.

Christina Linder, Director of Teacher Certification and Professional Standards, will present on efforts around tiered licensure in the state of Idaho, beginning with early state work by the Maximizing Opportunities for Students and Teachers (MOST) Committee through recent efforts, such as the Network for Transforming Educator Preparation (NTEP) Grant and the Tiered Licensure Technical Advisory Committee.

#### **ATTACHMENTS**

Attachment 1 – Power Point Presentation on Tiered Licensure

Page 3

#### **BOARD ACTION**

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

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## **Tiered Licensure**

resentation to the State Board of Education in Response to the Governor's

Task Force on Education



## **Background Discussion**

December 18-19, 2013

# Idaho's Plan for Tiered Licensure The MOST Committee 2000-2004

Idaho's *Maximizing Opportunities for Students and Teachers* (MOST) committee was formed by the State Board of Education in1999.

- Five year project to develop a *performance and standards-based* system for teacher preparation, licensure and professional development.
- Approved by Idaho State Board of Education in August 2003
- MOST Advisory Group presented their plan to the legislature in January 2004



## MOST Recommendation (2004): Tiered Teacher Licensure Model

# The proposed Idaho Tiered Teacher Licensure policies, practices and procedures were designed to:

- Improve student learning and provide an infrastructure for state, district, school and individual accountability.
- · Reflect best practices in teaching.
- Ensure quality teaching by requiring high performance-based standards.
- · Promote focused professional development.
- Align the licensure/certification system with Idaho performancebased teacher standards.
- Include a licensure system and a systematic plan for professional growth and recognition of quality teaching.

# Current Certification in Idaho Single Tier of Licensure

- Entry into Profession
  - Institutional Recommendation Full licensure
  - "Passport" and District Approval Interim to Full
  - Consortium Approval Interim to Full
- Maintenance of Certification
  - 90 Hours of Professional Development / Five Years
- Advanced/Leadership Certificates
  - · Administrator or Consulting Teacher



## What Other States Are Doing

- Fewer than 10 states use a single certificate
- Approximately 21 states use a two-tier system, and at least 17 states use three or more tiers

"Multi-tiered licensure structures can incentivize educators to develop and improve their performance as they work toward advanced status. When working in tandem with policies related to compensation, career ladders, and ongoing professional learning, licensure can be a lever to promote educator development, advancement, and retention. Licensure also serves as an accountability mechanism in that it sets the parameters for determining which teachers or principals advance in the system."



-American Institute of Research, Center on Great Teachers & Leaders
June 2013

## "Our Responsibility, Our Promise – CCSSO's Task Force Report on Educator Preparation and Entry into the Profession" 2013

- Superintendent Luna's Initiative as CCSSO President
- Adopted by Multiple States
- Ten Recommendations in Three Areas



## CCSSO Network for Transforming Educator Preparation – Three Point Implementation Plan

Program Approval

Program approval and improvement shall be based upon key data elements that have been correlated with teacher effectiveness

Data Systems

A web portal shall be established for public access to all of the key data elements that indicate program effectiveness

Multiple Tiers of Licensure



### Livensure- Tier One

*Initial* tier of teacher licensure shall be implemented based upon performance measures:

- By the end of year two, performance requirements for the gateway to *Initial Licensure* shall be fully implemented.
- A model for *Initial Licensure*, a three-year license specifically for novice teachers whether prepared traditionally or nontraditionally, shall be piloted, vetted and proposed as Administrative Rule.
- Performance measures shall be studied during this pilot period of initial licensure in order to create a model to determine advancement into professional licensure or trigger remediation.



#### Licensure - Tier Two

*Professional* tier of teacher licensure proposed based upon performance measures:

- Performance measures shall be studied during this two year period.
- Professional Licensure shall be proposed as a five year, renewable license which includes performance measures.
- Performance measures for the purpose of renewing a
  professional license will likely NOT be fully determined at the
  end of the second year, however the following will be included as
  possible measures to be implemented:
  - » Student Learning Objectives
  - » Student Surveys
  - » Evidence of Teacher Effectiveness Using the Framework for Teaching.



## Initial and Professional Tiers of Administrator Licensure

- Designed over the next two years;
- Like teacher licensure, administrators will have a three year period
  of induction, and a renewable Professional License shall be granted
  only if specific performance measures, aligned to the new Idaho
  Administrator Standards, have been successfully met;
- By the end of year two, this model shall be ready to be piloted across the state.



# Task Force for Improving Education Tiered Licensure Recommendation

"We recommend a continuum of professional growth and learning that is tied to licensure. Movement through the system would be accomplished in a very specific, objective way using performance measures."



# Tiered Licensure Technical Advisory Committee

"The committee recommends the State Department of Education work with stakeholders to clearly determine expectations and authentic measures to earn each tier of the licensure model."



# Tiered Licensure Technical Advisory Committee

- Andy Grover, Superintendent, Melba School District
- Barb Leeds, Human Resources Director, Meridian School District
- Becky Meyer, Principal, Lake Pend Oreille School District
- Lisa Burtenshaw, Idaho School Boards Association President
- Mikki Nuckols, Teacher, Bonneville School District
- Shawn Tiegs, Teacher, Nez Perce School District
- Paula Kellerer, Dean, Northwest Nazarene University



# Tiered Licensure Technical Advisory Committee

- Penni Cyr, Idaho Education Association President
- Rod Gramer, Idaho Business for Education President
- Roger Brown, Office of the Governor
- Roger Quarles, Idaho State Department of Education
- Tracie Bent, Office of the State Board of Education
- · Parent Representative, To Be Determined



# Tiered Licensure Technical Advisory Committee

### Ex-Officio Members

- Don Soltman, Idaho State Board of Education
- Senator Jim Patrick
- Representative Steven Harris
- Minority Caucus Legislators, To Be Determined



# Tiered Licensure Technical Advisory Committee

## **October Meeting**

- Reviewed early state work and Task Force recommendations
- Developed list of essential questions

## **November Meeting**

Review other states' tiered licensure systems



# Tiered Licensure Technical Advisory Committee

### Next Steps

- Meet monthly through March 2014
- Propose administrative rule summer 2014



The stakes are high. Everyday, we wager the future of this country on our teachers. We are daily entrusting the dreams of our young people to those who teach them. Whether those dreams are delayed, denied, or fulfilled is ours to decide.

No Dream Denied

National Commission on Teaching and America's Future



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## CONSENT AGENDA DECEMBER 19, 2013

TAB	DESCRIPTION			ACTION
1	•	Report: Programs and Cl by Executive Director	nanges	Information Item
2		nt of Idaho Experimenta Competitive Research (E Members		Motion to Approve
3	PPGA – Alcohol Pe	ermits – Issues by Unive	ersity Presidents	Information Item
4	PPGA – Boise Stat	e TECenter Facility Nar	ning	Motion to Approve
5		licy I.P. Idaho Indian Ed e, Nominations	ucation	Motion to Approve
6	SDE – Appointment Commission	to the professional stan	dards	Motion to Approve
BOAF	RD ACTION I move to approve th	ne Consent Agenda as p	oresented.	
	Moved by	_ Seconded by	Carried Yes	No

## CONSENT AGENDA DECEMBER 19, 2013

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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 including "Changes, additions, expansions, and consolidations to existing instructional programs, majors, minors, options, emphases or instructional units with a financial impact of less than \$250,000."

Consistent with Board Policy III.G.4.b.(ii), "All modifications approved by the executive director shall be reported quarterly to the Board." The Board office is providing a report of program changes, additions, and discontinuations from Idaho's public colleges and universities that were approved between August 2013 and November 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 August 2013 and November 2013

## **Boise State University**

Addition of a new Minor in Non-Profit Management

Other Non-substantive Changes (does not require approval but is required to notify OSBE per policy III.G.)

Change the name of existing Public Policy Center to Public Policy Research Center

Change name of existing Bachelor of General Studies to Bachelor of Arts in Multidisciplinary Studies

Change name of existing Emphasis in Environmental and Natural Resource Policy and Administration to Emphasis in Environmental, Natural Resource, and Energy Policy and Administration

Changed name of existing Department of Modern Languages and Literatures to Department of World Languages

Change name of existing Basque Studies Center to Basque Studies Consortium

Change name of existing Minor in Latin Language and Literature to Minor in Latin

## Idaho State University

Other Non-substantive Changes (does not require approval but is required to notify OSBE per policy III.G.)

Merge the Department of Computer Science and the Department of Computer Information Systems into one Department of Informatics and Computer Science

Relocate the Department of Economics from the College of Arts & Letters to the College of Business to include renaming the Department of Finance and Economics

Remove the School of Engineering from the College of Science and Engineering organizational structure. School was never established as approved by the Board in the administrative restructure of 2010.

Relocate the existing BA in Theatre, Film, and Video from the James E. Rogers Department of Communication, Media, and Persuasion to the Department of Theatre & Dance within the School of Performing Arts

Merge the Department of Communication and Rhetorical Studies with the James E. Rogers Department of Communication, Media, and Persuasion.

## **Lewis-Clark State College**

Change name of existing Division of Natural Sciences to the Division of Natural Sciences and Mathematics

Change name of existing Division of Education to the Division of Education and Kinesiology

## **University of Idaho**

Addition of new Mathematical Biology option to the existing Applied Mathematics BS degree program

Addition of a new Marketing Minor

# Professional - Technical Education Programs Approved by Executive Director

Program Activity	Institution
Addition of two new credentials to the Business Technology Program  • AAS and Postsecondary Technical Certificate, Small Business Technology	ISU
New Healthcare Informatics Technician Program, AAS and Advanced Technical Certificate option	NIC
Addition of new Medical Coding option to the Computer Applications and Office Technology program, Technical Certificate	NIC
Discontinued Hospitality option connected to the Culinary Arts program; added a new stand- alone Hospitality Management program, which will offer an AAS and Advanced Technical Certificate in Hospitality Management, a Technical Certificate in Lodging, and a Technical Certificate in Food & Beverage Management	NIC

# CONSENT AGENDA DECEMBER 19, 2013

#### **SUBJECT**

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

### REFERENCE

April 2012 Board appointed Gynii Gilliam's to the

Idaho EPSCoR Committee

August 2012 Board appointed Dave Tuthill to the

Idaho EPSCoR Committee

February 2013 Board reappointed Doug Chadderdon

and Jean'ne Shreeve to the Idaho

**EPSCoR Committee** 

August 2013 Board appointed Dr. Hill to the Idaho

**EPSCoR Committee** 

### APPLICABLE STATUTE, RULE, OR POLICY

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

#### **BACKGROUND/DISCUSSION**

The Experimental Program to Stimulate Competitive Research (EPSCoR) represents a federal-state partnership to enhance the science and engineering research, education, and technology capabilities of states that traditionally have received smaller amounts of federal research and development funds. As a participating state, Idaho EPSCoR is subject to federal program requirements and policy established by the Idaho State Board of Education (Board). The purpose of EPSCoR is to build a high-quality, academic research base to advance science, technology, engineering and mathematics (STEM) to stimulate sustainable improvements in research and development capacity and competitiveness.

Idaho EPSCoR is guided by a committee of sixteen (16) members appointed by the Board. The membership of this committee is constituted to provide for geographic, academic, business and state governmental representation as specified in Board policy III.W.

## **ATTACHMENTS**

Attachment 1 – EPSCoR Committee Letter	Page 3
Attachment 2 – Mr. Barneby Letter of Interest	Page 4
Attachment 3 – Mr. Barneby Statement of Qualification	Page 5

#### STAFF COMMENTS AND RECOMMENDATIONS

Mr. Barneby has served on the Idaho EPSCoR Committee since 2008 as a representative of the private sector. Mr. Barneby's term expires December 2013. When the EPSCoR Idaho member appointments were shifted from the Governor's office to the Board, appointment terms were shifted from a January to December time frame to a June to July time frame. If re-appointed by the Board,

## CONSENT AGENDA DECEMBER 19, 2013

Mr. Barneby's new term would expire on June 30<sup>th</sup> 2019. Board policy III.W. outlines the requirements for committee appointments. Appointees are limited to serving three consecutive terms. This would be Mr. Barneby's second term.

### **BOARD ACTION**

I move to re-appoint Mr. David Barneby to the Idaho Experimental Pro	gram to
Stimulate Competitive Research Committee as a representative of the	private
sector, effective January 1, 2014 to June 30, 2019.	

Moved by Seconded by	Carried Yes No
----------------------	----------------

# CONSENT DECEMBER 19, 2013 Idaho EPSCoR



## Experimental Program to Stimulate Competitive Research

University of Idaho, 875 Perimeter Drive MS 3029, Moscow ID 83844-3029 Tel: 208-885-7102 Fax: 208-885-5111 http://www.uidaho.edu/epscor

November 18, 2013

Tracie Bent Chief Planning & Policy Officer Idaho State Board of Education 650 West State St. Rm. 307 Boise, ID 83702

Dear Ms. Bent:

On behalf of the Idaho EPSCoR Committee, I write to recommend the re-appointment of Mr. David Barneby to a new five-year term (2013-2018) on the Idaho EPSCoR Committee. The dedication and service of such individuals - and their unwavering commitment to programs of the highest possible quality - is vital to the continued success of EPSCoR/IDeA programs in Idaho.

Idaho's recent major EPSCoR awards, including the new \$20M National Science Foundation (NSF) EPSCoR Research Infrastructure Improvement (RII) program, would not have been possible were it not for the dedicated individuals who have served the Idaho EPSCoR Committee and thus our State so well. Mr. Barneby would be pleased to continue serving on the Idaho EPSCoR Committee. Please see the attached letter of interest and statement of qualifications.

Thank you for your prompt consideration of this request.

Sincerely,

Laird Noh

Idaho EPSCoR Committee Chair

Diele

David G. Barneby 3083 E 3100 N Twin Falls, ID. 83301 208-732-5896 barnebyd@aol.com

Nov. 10, 2013

Dr. Laird Noh Chairman, Idaho EPSCoR Committee 3442 Addison Ave. E. Kimberly, ID. 83341

Subject: Barneby EPSCoR Committee Appointment

Dear Laird:

My appointment to the Committee expires Dec. 13, 2013. I would be pleased to serve another term if reappointed. Please advise if I can provide further information.

Sincerely,

David G. Barneby

cc: Rick Schumaker,

Assistant Project Director/Project Administrator

#### STATEMENT OF QUALIFICATION

for

#### Idaho EPSCoR Committee

# Mr. David Barneby, Vice President (retired), Nevada Power and Sierra Pacific Power Companies, Twin Falls, Idaho

Mr. David Barneby is a retired utility industry executive with 35 years of engineering and management experience. He received a mechanical engineering degree from California State Polytechnic University. Most recently, he was Vice President, Generation, for Nevada Power Company and Sierra Pacific Power Company. Mr. Barneby has been a resident of Twin Falls, Idaho, since he retired in 2001. He serves on the Industry Advisory Council for the colleges of engineering at the University of Nevada, Las Vegas, and California Polytechnic University. Mr. Barneby has served on term (2008-2013) as a member of the Idaho EPSCoR Committee.

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#### **SUBJECT**

Alcohol Permits - Issued by University Presidents

### APPLICABLE STATUTE, RULE, OR POLICY

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

#### **BACKGROUND/DISCUSSION**

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

The last update presented to the Board was at the October 2013 Board meeting. Since that meeting, Board staff has received fifty-three (53) permits from Boise State University, seven (7) permits from Idaho State University, six (6) 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.

CONSENT - PPGA TAB 3 Page 1

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#### APPROVED ALCOHOL SERVICE AT BOISE STATE UNIVERSITY September 2013 – December 2013

	September 2013 – Dec	CITIDEI ZU	10	
EVENT	LOCATION	Institution Sponsor	Outside Sponsor	DATE (S)
Boise Philharmonic Revel's Bolero	Morrison Center		X	9/12/13
Fine Art Building Reception	COBE	X		9/25/13
Gordon Lightfoot	Morrison Center		X	9/25/13
Chapala's Restaurant Award Dinner	COBE		X	9/26/13
Annual Kinesiology Alumni & Friends Reception	Stueckle Sky Center (SSC)		х	9/26/13
ID Non-Profit Conference Reception	Student Union Building (SUB)		X	9/26/13
North American Realtors 2013 Conf.	SSC		Х	10/2/13
Exec. Function Mgmt OIT Symposium	SUB	X		10/2/13
Josh Groban Concert	Taco Bell Arena		X	10/2/13
Salt River Project Reception	Hall of Fame		×	10/3/13
Charles Schwab Presentation	SSC		Х	10/3/13
U.S. Navy Ball	SSC		X	10/5/13
Memphis – Broadway in Boise	Morrison Center		X	10/9/13 10/10/13 10/11/13
Hospice & Palliative Care Conf. & Awards	SUB		Х	10/14/13
The Avett Brothers	Morrison Center		X	10/15/13
Annual Mtg for Assoc. of Suppliers for the Paper Industry	SSC		Х	10/15/13
Boise State Athletics Board Meeting	SSC	X		10/15/13
Ruth Reichl	Morrison Center		Х	10/16/13
Disney on Ice-Rockin Ever After	Taco Bell Arena		Х	10/17/13 10/18/13 10/19/13 (2) 10/20/13 (2)
Presidential Alumni Gala	SSC	Х		10/18/13
Sing-4 Men's All-NW Acapella Tournament	Morrison Center		X	10/19/13

EVENT	LOCATION	Institution Sponsor	Outside Sponsor	DATE (S)
Power Engineers		oponico:	оронос.	
Corporate Dinner Meeting	COBE		X	10/21/13
Be Inspired Dinner Fundraiser	SSC		Х	10/22/13
BSU Foundation Board of Directors Quarterly	SUB	X		10/23/13
Macklemore & Ryan Lewis	Taco Bell Arena		Х	10/25/13
Fall Show-Trey McIntyre Project	Morrison Center		X	10/26/13 (2)
Akimbo/Serenade/ Footage-Ballet Idaho	Morrison Center		X	11/1/13 11/2/13
Visual Definition Committee	COBE		Х	11/5/13
Junot Diaz-Readings & Conversations	Morrison Center		Х	11/5/13
Fundraiser for Friends of Nursing	SSC		X	11/7/13
St. Luke's Comstock Awards	SSC		X	11/8/13
Fall Friendraiser/ Silent Auction	SUB		Х	11/8/13
ID Dance Theatre – Fall Performance	SUB		X	11/8/13 11/9/13
OR – ID Boy Scouts of America	SSC		X	11/9/13
Mandy Wright / Tyler Fortunati Wedding	SSC		X	11/9/13
TV Family YMCA – 28 <sup>th</sup> Annual Heritage Club Dinner	SUB		Х	11/12/13
Fidelity – Investments Dinner	SSC		Х	11/13/13
MOMIX: Botanica	Morrison Center		Х	11/14/13
So You Think You Can Dance Tour	Taco Bell Arena		Х	11/18/13
Bogus Basin Bridge Builders	SSC		Х	11/21/13
Trans-Siberian Orchestra	Taco Bell Arena		Х	11/21/13
Wyakin Warrior – Fundraiser Dinner	SUB		Х	11/23/13
Zac Brown Band	Taco Bell Arena		Х	11/23/13
ES Osher Institute – Annual Winter Celebration	Yanke Park Special Events Room 207	Х		12/05/13
GemState Radiology – Holiday Party	SSC		Х	12/7/13

EVENT	LOCATION	Institution Sponsor	Outside Sponsor	DATE (S)
Boise Valley Economic Partnership – Stakeholder Appreciation Annual Reception	SSC		Х	12/9/13
Boise Radiology Group  – Holiday Staff Dinner Party	SSC		Х	12/11/13
Moreton & Company – Christmas Party	SSC		X	12/12/13
Idaho State Police – Annual Christmas Party	SSC		×	12/14/13
McMillen, LLC – Holiday Party	SSC		×	12/14/13
Albertson's LLC – Company Christmas Party	SSC		Х	12/18/13
Fidelity Investments – Founder's Room Ballet Event	Morrison Center		Х	12/20/13
Keeth/Manweiler – Wedding Reception	SSC		X	12/31/13

# APPROVED ALCOHOL SERVICE AT IDAHO STATE UNIVERSITY November 2013 – December 2013

EVENT	LOCATION	Institution Sponsor	Outside Sponsor	DATE (S)
ISU Women's Basketball – 5 <sup>th</sup> Annual Crab Feed	SUB – Pond	Х		11/5/13
ID Museum of Natural History – Dave George Donation	Museum Gallery Lobby	Х		11/8/13
Bingham Healthcare Foundation – Benefit Concert with Lee Greenwood	Stephen's Performing Arts Center (SPAC)		Х	11/30/13
ISU Credit Union – Holiday Party	SPAC		X	12/7/13
College of Arts & Letters – Holiday Party	SUB – Pond - Wood River Room	X		12/11/13
ISU Office of the Pres.  – Holiday Open House	ISU – IF, SUB – Bennion	X		12/12/13
ISU Office of the Pres.  – Holiday Open House	ISU – Meridian Health Science Center	X		12/17/13

# APPROVED ALCOHOL SERVICE AT UNIVERSITY OF IDAHO September 2013 – November 2013

EVENT	LOCATION	Institution Sponsor	Outside Sponsor	DATE (S)
Inland Empire Senior Golf Association	UI Golf Course		X	9/30/13
Alpha Phi 85 <sup>th</sup> Anniversary Celebration	SUB – Ballroom	х		10/19/13
Advantage VSF Fundraiser – Reception	Litehouse Room		X	10/26/13
Inland Northwest Cyclocross Series Finals Race	UI Sandpoint – Beer Garden		х	11/17/13
CAA Advisory Council – Reception	Prichard Art Gallery	X		11/7/13
Elevator Pitch Competition - Judges' Dinner	ALB 311 Boardroom	Х		11/7/13

#### APPROVED ALCOHOL SERVICE AT Lewis-Clark State College December 2013

EVENT	LOCATION	Institution Sponsor	Outside Sponsor	DATE (S)
LCSC Winter Revels Holiday Party – Employee Gathering	LCSC – William's Conference Center	Х		12/6/13

#### **BOISE STATE UNIVERSITY**

#### **SUBJECT**

Boise State TECenter Facility Naming

#### APPLICABLE STATUTE, RULE, OR POLICY

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

#### **BACKGROUND/DISCUSSION**

In 2003 Boise State University opened the Technology and Entrepreneurial Center (TECenter) at 5465 E Terra Linda Way, Nampa ID. The building was made possible in large part by the vision and commitment of Jim Hogge.

Hogge spent 20 years with the Idaho Small Business Development Center; established the TechHelp program; created a partnership with the University of Idaho Law School; formed a program to help companies with federal SBIR grants; and served on the national association board.

Jim Hogge's vision was to construct a building where early stage technology-based companies could receive focused commercialization assistance to accelerate company growth. Hogge wrote a grant proposal to the Economic Development Administration (EDA). The first grant was awarded for \$3 million with Boise State providing an additional \$1.5 million in land and improvements. This funding allowed construction of the 38,000 square foot building. Hogge later wrote another EDA grant and received an additional \$1 million to perform necessary renovations and finish the building. This work was completed in 2012.

Since opening in 2003, the TECenter has:

- Housed more than 100 resident entrepreneurs
- Worked with over 250 emerging companies
- Has helped those companies create 295 new jobs

The proposed name has been reviewed by the University's Naming Committee.

#### **IMPACT**

Naming the TECenter in Nampa the "Jim Hogge TECenter" will honor Hogge's vision and commitment to the TECenter and Boise State University.

#### STAFF COMMENTS AND RECOMMENDATIONS

Board policy I.K. Naming/Memorializing Buildings and Facilities specifies that the Board will consider the following factors in addressing requests for naming of a building, facility, or administrative unit for a former employee retired or deceased shall be considered on the basis of the employee's service to education in the state of Idaho. Significant factors will include, but shall not be limited to:

- a) Recommendation of the chief executive officer of the institution and the recommendation of the institutional community.
- b) Contributions rendered to the academic area to which the building, facility, or administrative unit is primarily devoted.

The University's request is compliant with Board policy. Staff recommends approval.

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I	move	to	approve	Boise	State	University's	request	to	name	the	TECenter	in
١	lampa	the	: "Jim Ho	gge TE	Cente	r."						

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

#### **SUBJECT**

Board Policy I.P. Idaho Indian Education Committee, Nominations

#### 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.

April 18, 2013 The Board approved the second reading of Board

Policy I.P.

#### **BACKGROUND/DISCUSSION**

Following approval of Board Policy I.P, Idaho Indian Education Committee, in April 2013, the Boards Higher Education Indian Education Committee and the Departments K-12 Committee were combined to form a single committee. Board Policy I.P, outlines the membership and responsibilities of this committee. The purpose of the Board's 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".

Consistent with Board Policy I.P, the composition of the Indian Education Committee shall include:

- 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 member

#### **IMPACT**

Board action will formally appoint the members of the new committee and set their terms of service.

#### **ATTACHMENTS**

Attachment 1 –Indian Education Committee Membership Summary Page 3

#### STAFF COMMENTS AND RECOMMENDATIONS

Nominations for the Indian Education Committee were solicited from the eight public institutions, the five recognized tribes, and the Bureau of Indian Education schools. The summary in Attachment 1 provides a list of nominations and the proposed staggered terms to provide a rolling renewal of appointments.

Board staff recommends approval of the committee composition.

BO.	ARI	) AC	TION	ı

	appoint the members n Attachment 1.	of the Idaho	Indian Education	on Committee	e as
Moved by _	Seconded	by	Carried Yes _	No	

### State Board of Education Indian Education Committee

**Dr. Yolanda Bisbee** is the Director of the College Assistance Migrant Program at the University of Idaho (UI). The UI previously had representation on the Board's former Native American Higher Education committee and the Department of Education's former Indian Education Committee. Dr. Bisbee has been nominated by the UI to serve as the institutions representative. Term: July 1, 2013 – June 1, 2017.

**Selena Grace** is the Associate Vice President for Institutional Effectiveness at Idaho State University (ISU). ISU previously had representation on the Board's former Native American Higher Education committee and the Department of Education's former Indian Education Committee. Mrs. Grass has been nominated by ISU to serve as the institutions representative. Term: July 1, 2013 – June 1, 2016.

James Anderson is the Vice President for Enrollment Services in the Division of Student Affairs at Boise State University (BSU). Mr. Anderson was identified to represent BSU as one of the Postsecondary Institution Representatives. BSU previously had representation on the Board's former Native American Higher Education committee and the Department of Education's former Indian Education Committee. Mr. Anderson has been nominated by BSU to serve as the institutions representative. Term: July 1, 2013 – June 1, 2018

**Bob Sobbotta, Jr.** is the Director of Native American/Minority Student Services at Lewis-Clark State College (LCSC). He served on the Board's former Native American Higher Education committee and also served on the Department of Education's former Indian Education Committee. Mr. Sobbotta has been nominated LCSC to serve as the institutions representative. Term: July 1, 2013 – June 1, 2016

**Evanlene Melting-Tallow** is an Advisor for American Indian students at North Idaho College (NIC). She served on the former Board's Native American Higher Education committee and the Department of Education's former Indian Education Committee. Ms. Melting-Tallow has been nominated by NIC to serve as the institutions representative. Term: July 1, 2013 – June 1, 2017

**Silvia Renova-Gaxiola** is the New Student Services Coordinator for the College of Southern Idaho (CSI). She served on the Board's former Native American Higher Education committee. Ms. Renova-Gaxiola has been nominated by CSI to serve as the institutions representative. Term: July 1, 2013 – June 1, 2018

**Lori Manzanares** is the Director for Student Enrichment at the College of Western Idaho (CWI). She served on the Board's former Native American Higher Education committee. Ms. Manzanares has been nominated by CWI to serve as the institutions representative. Term: July 1, 2013 – June 1, 2016

**Jared Gardner** is currently an Admissions Counselor at Eastern Idaho Technical College (EITC). Previously, EITC did not have a representative on either former committee. Mr. Garner has been nominated by EITC to serve as the institutions representative. Term: July 1, 2013 – June 1, 2017

**Jennifer Porter** is the chairperson for the Kootenai Tribe. Ms. Porter was identified to serve on the committee as the Tribal Chairperson for the Kootenai tribe. Ms. Porter formerly served on the Department of Education's Indian Education Committee. Term: July 1, 2013 – June 1, 2017

**Dr. Chris Meyer** is the Director of Education for the Coeur d'Alene tribe. Dr. Meyer served on the Department of Education's former Indian Education Committee. Dr. Meyer has been identified to serve on the new committee as the Tribal Chairperson's designee for the Coeur d'Alene tribe. Term: July 1, 2013 – June 1, 2016

**Justin Marsh** is the High School Coordinator for the Coeur d'Alene tribe. Mr. Marsh served on the Department of Education's former Indian Education Committee. Mr. Marsh was identified to serve on the new committee as the K-12 representative for the Coeur d'Alene Tribe. Term: July 1, 2013 – June 1, 2016

**Joel Moffett** is the Vice-Chairman of the Nez Perce tribe and was identified to serve on the new committee as the Tribal Chairperson's designee. Mr. Moffett served on the Department of Education's former Indian Education Committee. Term: July 1, 2013 – June 1, 2018

**Joyce McFarland** is the Education Manager for the Nez Perce tribe. She was identified as the K-12 representative for the Nez Perce tribe. Ms. McFarland served on the Department of Education's former Indian Education Committee. Term: July 1, 2013 – June 1, 2018

**Tino Batt** is a member of the Fort Hall Business Council and was identified as the Tribal Chairperson's designee for the Shoshone-Bannock Tribe. Term: July 1, 2013 – June 1, 2017

**Claudia Washakie** is the Youth Education Coordinator for the Shoshone-Bannock Tribe. Ms. Washakie served on the State Department of Education's former Indian Education Committee. Ms. Washakie has been identified as the K-12 representative for the Shoshone-Bannock Tribe. Term: July 1, 2013 – June 1, 2016

**Nancy Egan** is the Tribal Administrator for the Shoshone-Paiute Tribe. Ms. Egan has been identified as the Tribal Chairperson's designee for the Shoshone-Paiute Tribe. Term: July 1, 2013 – June 1, 2018

**Shana Thomas** is the Owhyee Combined School Counselor for the Shoshone-Paiute Tribe. Ms. Thomas has been identified as the K-12 representative for the Shoshone-Paiute Tribe. Term: July 1, 2013 – June 1, 2017

**Eric Kendra** is the Superintendent of the Coeur d'Alene Tribal School. Mr. Kendra was identified to represent a Bureau of Indian Education school. Term: July 1, 2013 – June 1, 2016

**Eric Lords** is currently the Superintendent of the Sho-Ban Jr-Sr High School. Mr. Lords was identified to represent a Bureau of Indian Education school. Term: July 1, 2013 – June 1, 2018

#### **SUBJECT**

Appointment 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 the private colleges of the state, 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.

A nomination was sought for the position of Department of Education from the State Department of Education. A resume from the interested individual is attached.

#### **ATTACHMENT**

Page 3

#### **BOARD ACTION**

I move to	appoir	nt I	Roger	Quarle	es as	a member	of the	Profe	ssional	Standa	ards
Commission	on for	а	three	year	term	effective	immedi	ately,	repres	enting	the
Departmer	nt of Ed	luc	ation.								

Moved by	Seconded by	Carrie	d Yes _	No	
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#### **ROGER QUARLES**

11341 Hickory Loop, Boise, Idaho 83713 Cell: (208) 559-2313 quarlest@msn.com

#### **EXECUTIVE PROFILE**

Innovative Educational leader with a deep understanding of the importance of building relationships, utilization of effective practice, managing change and committing to continuous improvement. Builds and retains high performance teams by hiring, developing and inspiring skilled professionals.

#### SKILL HIGHLIGHTS

- Instructional, Political and Managerial Leadership
- Recruitment, hiring and retention of highly effective team members
- Organizational change
- Budget development

- Customer relations
- Critical problem solving
- Professional development
- Political strategist
- Performance evaluation

#### CORE ACCOMPLISHMENTS

#### **Idaho Leads Project**

Created and lead the statewide initiative to drive educational reform in Idaho which is resulting in dramatic improvements in public schools.

Boise State University Educational Leadership Program

Developed the Executive Educational Leadership Program that will introduce a new type of educational leader, nationally.

Governor's Educational Reform Task Force

Motivated Idaho's elected officials to form a comprehensive task force compiled of key stakeholders to make informed decisions to improve education.

#### PROFESSIONAL EXPERIENCE

#### **BOISE STATE UNIVERSITY**

Boise, Idaho

**Director of Idaho Leads Project** 06/2011 to Current Created the statewide initiative to build leadership capacity in Idaho school districts. Secured 7 million dollars of external resources to develop and implement the project over a 2 1/2 year period. Developed a team of the top educational leaders in Idaho and nationally to carry out the project.

#### **BOISE STATE UNIVERSITY**

Boise, Idaho

**Associate Professor** 06/2011 to Current Direct the Educational Leadership program at Boise State University. Teach and prepare graduate students for school and district leadership in the 21st century.

#### CALDWELL SCHOOL DISTRICT

Caldwell, Idaho

**Superintendent** 07/2005 to 05/2011 Led Idaho's 8th largest school district from one of the lowest performing school districts in the state to one of the top performers over a 6 year period. Completely transformed the district to meet the needs of all students.

Utilized research-based best practices to inspire and motivate teachers and leaders to improve the educational delivery system. Built community pride through a revitalized group effort from all key stakeholders.

#### KUNA HIGH SCHOOL

Kuna, Idaho

**Principal** 07/2000 to 06/2005 Served as the educational leader of a 9-12 comprehensive high school. Dramatically improved teacher performance which resulted in sustainable increases in student learning levels. Built meaningful relationships with the community resulting in positive outcomes for students and staff alike. Multiple state champions in athletics and extra-curricular activities.

#### WOOD RIVER HIGH SCHOOL

Hailey, Idaho

**Business Teacher** 08/1995 to 06/2000 Taught and inspired all students to learn at a high level. Created the Blaine County Academy of Arts and Sciences to best meet the needs of a diverse student population during their junior and senior years of school. Coached varsity boys basketball.

#### STADIUM PIZZA INCORPORATED

Temecula, California

Founder and President 06/1985 to 07/1995 Created and built from scratch a multiple location pizza

restaurant chain. Developed a sports theme and catered to local communities with amazing pizza and topnotch customer service. High volume and fast paced environment.

EDUCATION —	
PH.D.: EDUCATIONAL LEADERSHIP University of Idaho, Boise, Idaho, USA	2011
MASTER OF ARTS: EDUCATIONAL LEADERSHIP University of Idaho, Boise, Idaho, USA	2000
BACHELOR OF ARTS: PUBLIC ADMINISTRATION California State University, Chico, Boise, California, USA	1983

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TAB	DESCRIPTION	ACTION
1	COLLEGE OF WESTERN IDAHO – ANNUAL PROGRESS REPORT	Information Item
2	PRESIDENTS' COUNCIL REPORT	Information Item
3	IDAHO DIGITAL LEARNING ACADEMY – ANNUAL REPORT	Information Item
4	HIGHER EDUCATION RESEARCH COUNCIL – ANNUAL REPORT	Information Item
5	BOARD POLICY I.J. FACILITIES USE – FIRST READING	Motion to Approve
6	DIVISION OF PROFESSIONAL TECHNICAL EDUCATION – INTERIM ADMINISTRATOR APPOINTMENT	Motion to Approve
7	STATE AUTHORIZER RECIPROCITY AGREEMENT	Motion to Approve
8	STATEWIDE STEM EDUCATION STRATEGIC PLAN	Motion to Approve
9	CCA STEM GRANT ANNOUNCEMENT	Information Item
10	UNIVERSITY OF IDAHO – STATEMENT OF STUDENT RIGHTS	Motion to Approve

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**PPGA** ii

#### **COLLEGE OF WESTERN IDAHO**

#### **SUBJECT**

College of Western Idaho Biannual Progress Report

#### APPLICABLE STATUTE, RULE, OR POLICY

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

#### **BACKGROUND**

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

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

#### **IMPACT**

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

#### **ATTACHMENTS**

Attachment 1 – CWI Progress Report

Page 3

#### **BOARD ACTION**

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

PPGA TAB 1 Page 1

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PPGA TAB 1 Page 2



# Progress Report State Board of Education

President Bert Glandon December 10, 2013

PPGA TAB 1 Page 3

## Enrollment

# Total Students Served: 19,861

9,204

10,657

#### **Credit Students (Fall 2013)**

7,954 - Academic Transfer

1,250 - Professional Technical

#### Non-Credit Students (Fiscal Year 2013)

2,494 - Adult Basic Education

**8,163** - Business Partnerships / Workforce Development



PPGA



# **Dual Credit**



College of Western Idaho

**PPGA** 

**708** Dual Credit Students

37%

Increase in Student Enrollment

# Accessibility

### 10 County Area

- Ada
- Adams
- Boise
- Canyon
- Elmore\*

- Gem
- Owyhee\*
- Payette
- Valley
- Washington

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

**Online** 3,878 Canyon County Ada Campuses County 9,588 Campuses 9,394 Community Locations 1,760 County Ada County

College of Western Idaho

# Additional Infrastructure

- Micron Center for Professional Technical Education
- Aspen Creek Multi-Purpose
  - 20,000 Square Feet
  - Library and computer classroom
  - Health Clinic
  - Early Child Care & Development



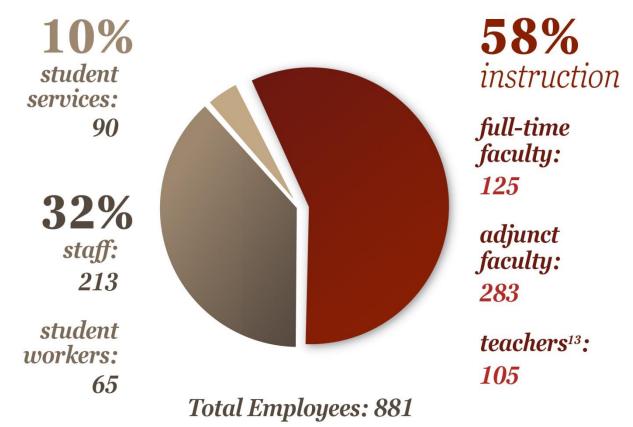


# Additional Infrastructure

- Ada County Expansion
- Nampa Campus Programming
  - Student Union
  - Health Science
- Nampa Campus Master Plan
- Park & Ride
- Signage

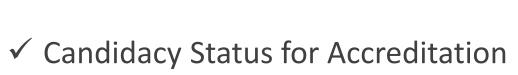


# **Employee Demographics**



### Accreditation

January 2010; CWI's application for consideration for candidacy was accepted Fall 2010; CWI submitted selfstudy analysis requirement February 2012; CWI received Candidacy Status September 2012; Year One Report is due Fall 2014; 2<sup>nd</sup> Site Visit



- ✓ Independent Student Registration System
- ✓ Independent Federal Student Aid
- ✓ Year One Report Accepted



- 2. Develop Systems to Support Faculty & Staff
- 3. Implement Practices of Fiscal Stability
- 4. Connect the College to the Community
- 5. Ensure the Sustainability of CWI's Infrastructure

# Strategic Planning

Institutional Priorities Support SBOE Goals

#### **College of Western Idaho**

- Student Success
- Employee Success
- Fiscal Stability
- Community Connections
- Institutional Health

#### **State Board of Education**

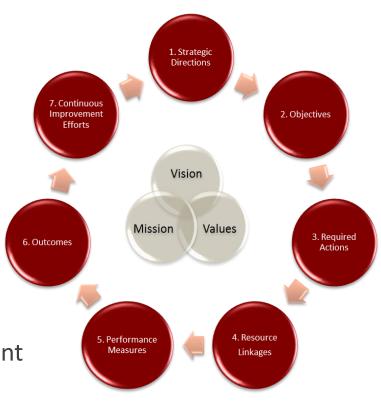
- Well-educated Citizenry
- Critical Thinking and Innovation

 Effective and Efficient Delivery Systems



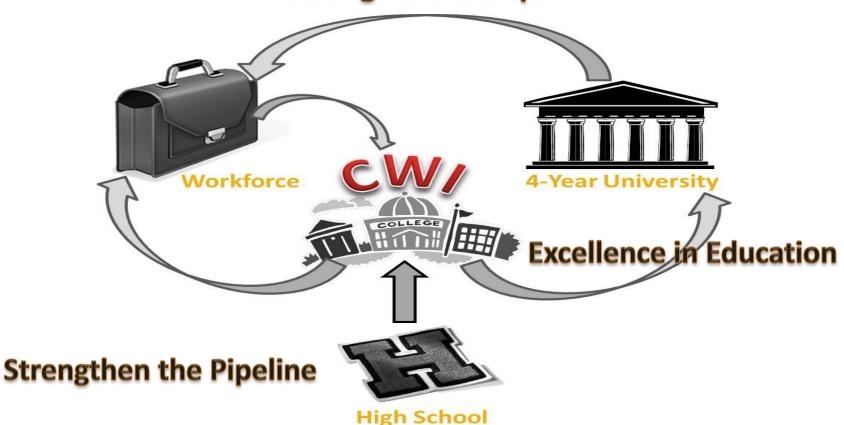
# Strategic Planning

- CWI follows an annual cyclical pattern of planning
  - Guides the institution
  - Supports State Board of Education
  - Supports NWCCU Accreditation
- Currently in mid-planning cycle
  - Mission/Vision verified
  - Institutional Priorities verified
  - Objectives developed
  - Meaningful measures in development



### Structure Student Success

### **Strong Partnerships**



**PPGA** 



# Prep Programs





PLANNING, POLICY AND GOVERNMENTAL AFFAIRS

# Student Retention

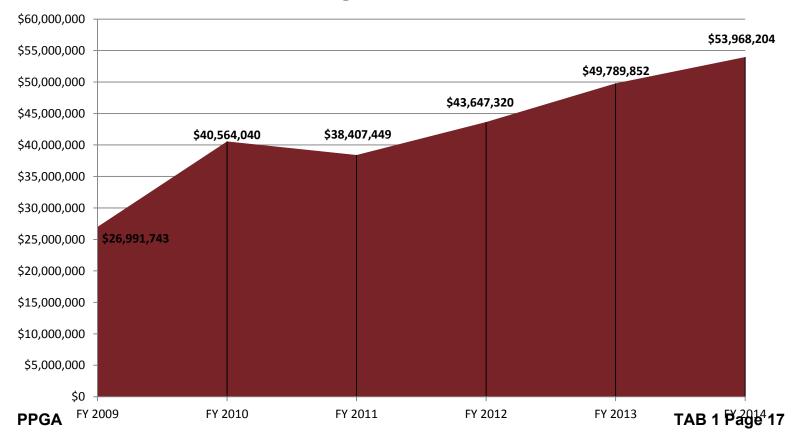




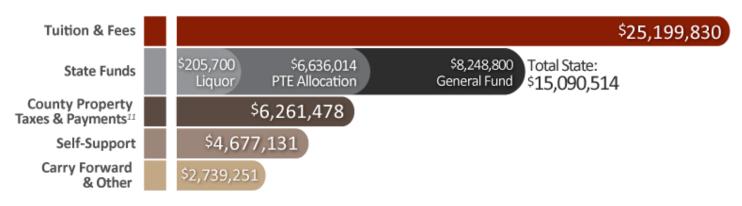
### PLANNING, POLICY AND GOVERNMENTAL AFFAIRS

## **Budgeted Revenue**

### **Budgeted Revenue**



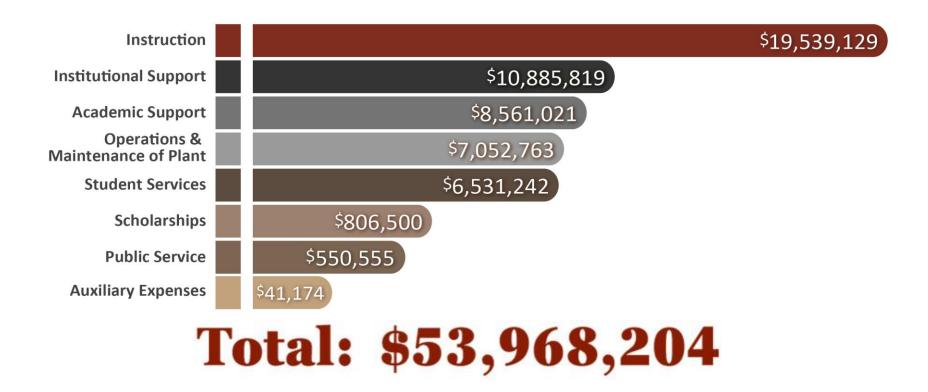
## Budgeted Revenue: FY2014



Total: \$53,968,204

47%
of CWI budget
comes from
tuition & fees

## **Expenditures by Function**



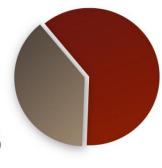
64.2% in Direct Support of Students (Instruction, Academic Support, Student Services); 69.7% when excluding student fees directed to Reserves .

### PLANNING, POLICY AND GOVERNMENTAL AFFAIRS

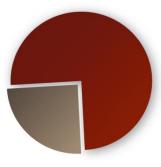
## Financial Assistance

CWI helps
more than
9,000 students
access over

\$55 million in financial aid and loans.



55%
of CWI students
receive some form
of grant or
scholarship



72%
of CWI students
receive some form
of financial aid
(including loans)



## Foundation Support

**Grants Applications** 

185
Alumni Members

331
Scholarships Awarded
\$230,000







### PLANNING, POLICY AND GOVERNMENTAL AFFAIRS

## Strategic Planning

### **CWI Performance Measure Highlights**

	FY 2009	FY 2010	FY 2011	FY 2012	FY2013
Annual (unduplicated) Enrollment					
Headcount					
Professional Technical	*	1,718	1,514	1,419	1,564
Academic	1,221	4,422	7,602	9,677	11,345
(PSR Annual Enrollment)		·			·
<sup>1</sup> Annual Enrollment FTE					
Professional Technical	*	835	807	784	775
Academic	722	2,393	4,314	5,269	5,524
(PSR Annual Enrollment)					
Degrees/Certificates Awarded	*	199	527	647	777
(IPEDS Completions)					
Undergraduate Certificate and Degree	*	6.16	10.29	10.69	12.34
Completions per 100 (FTE) undergraduate					
students enrolled					
(IPEDS Completions and IPEDS Fall FTE)					
Dual Credit Headcount (unduplicated)					
Total Annual Credit Hours	*	260	2,568	4,227	6,735
Total Annual Student Headcount	*	98	408	734	1,253
(SBOE Dual Credit Enrollment Report)					
Workforce Training Headcount	**12,365	9,623	8,370	6,778	8,163
(duplicated)	(duplicated)				
ABE/ASE/ESL (unduplicated)	*	3,130	3,033	2687	2,412

**PPGA** 



PLANNING, POLICY AND GOVERNMENTAL AFFAIRS

# Devoted Educators





# Questions?

### PRESIDENTS' COUNCIL

### **SUBJECT**

Presidents' Council Report

#### **BACKGROUND/DISCUSSION**

Interim President Don Burnett, University of Idaho (UI) Interim President and current chair of the Presidents' Council, will give a report on the recent activities of the Presidents' Council and answer questions. The Presidents' Council last met on December 18th.

At the August Board meeting the Presidents' Council, in response to the Boards request that the institutions evaluate their institution substance abuse policies, recommended the University of Idaho, Boise State University, Idaho State University, and Lewis-Clark State College submit a "Substance Abuse Safety Action Plan." The Board adopted the recommendation. Attachments 1 through 4 are the institution's responses to the request.

### **ATTACHMENT**

Attachment 1 – University of Idaho Substance Abuse Safety Plan	Page 3
Attachment 2 – Boise State University Substance Abuse Safety Plan	Page 7
Attachment 3 – Idaho State University Substance Abuse Safety Plan	Page 9
Attachment 4 - Lewis-Clark State College Substance Abuse Safety Plan	Page 19

### **BOARD ACTION**

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

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TO: Mike Rush, Executive Director, Idaho State Board of Education

FROM: Don Burnett, Interim President, University of Idaho

SUBJECT: University of Idaho Alcohol/Substance Abuse Safety Action Plan and Progress

Report

DATE: November 18, 2013

This memorandum responds e to SBOE requests for information on the University's specific issues and it is also a progress report on implementation of an action plan addressing points identified by the Council of Presidents. This report describes what has been accomplished and highlights additional actions that are planned for spring 2104. The UI Alcohol Task Force will continue to meet on alcohol issues, and will examine related substance abuse issues, as they arise. The Task Force will consider the effectiveness of the University's ongoing program and will recommend improvements as the University continues to implement elements of the recommendations. The Alcohol Task Force will also serve as a means of bringing the University and the local community together to address ongoing issues related to drug and alcohol abuse.

1. Providing mandatory, interactive education for all incoming students on risks and issues of alcohol and substance abuse...including encouragement of, and mechanisms for, voluntary disclosure of past history and self-referral for counseling.

**Response**: Fall semester 2013, the University of Idaho implemented for all incoming students a mandatory, interactive education experience that includes risks and issues of alcohol and substance abuse. The program is called "Think About It". All new students must complete the program before registering for spring semester classes. More than 96% have completed the program as of this date. "Think About It encourages students to self-refer and to assist their friends who may be in distress.

Counseling Center staff now hold monthly outreach programs in the Idaho Commons to promote use of counseling services. They sponsor alcohol screening and depression screening programs to promote self –referral to counseling services.

A suicide prevention grant was awarded to the University of Idaho in September 2013. This \$300,000 three- year grant will promote peer identification of suicidal behavior and will introduce the QPR system to our campus. The objective of the grant is to equip peers and others to make appropriate referrals to Counseling Services. This very competitive grant was one of 15 awarded by the Substance Abuse and Mental Health Services Administration (SAMHSA).

2. Establishing clear policies for referral to law enforcement of underage drinking and other alcohol or substance –related behaviors that occur on campus and are violations of law.

**Response**: Law enforcement personnel have adopted a strict enforcement policy with regards to alcohol and drug violations. When officers confront behavior, they are not given discretion to decide whether to cite a person. All violators are cited and also referred for action in the university conduct system.

Local law enforcement and prosecutors have initiated a review of the "alcohol diversion program" that has been used by the local court system for several years. The current diversion program has allowed first time offenders to avoid some criminal consequences if offenders complete a court supervised education program. The effectiveness of the diversion program is being evaluated and some elements may be changed.

3. Extending (where not already extended), and applying, the institution's code of conduct to student behavior off campus, and establishing collaborative relations with law enforcement agencies regarding investigations and appropriate sharing of information.

**Response**: The University of Idaho Student Code of Conduct is being revised. On November 12, 2013, Faculty Senate approved changes to the code of conduct that will extend the jurisdiction to off-campus behavior. Assuming approval by the General Faculty and the President, the policy will be effective for spring semester 2014. On November 14, 2014, the Faculty Senate also approved an "amnesty policy" that will encourage students to seek help for their friends if they feel that their friends are at risk. This policy will encourage those who are involved with a medical or safety emergency to take action immediately to get help for themselves or others without fear that student code of conduct penalties will be imposed. This "amnesty" extends only to the code of conduct; it does not (and, of course, could not) extend to enforcement of other laws. University personnel meet each week with Moscow Police to share information about incidents that have occurred and to work collaboratively on prevention strategies. We also share information frequently when urgent situations are unfolding. Moscow Police are also members of our "threat assessment team" when their participation is appropriate. Application of the student code of conduct to off campus activities will be added as a part of these weekly meetings. Focus will be on coordination of effort and mutual enforcement assistance.

The University is working to incorporate Moscow Police Department officials as university officials for law enforcement purposes, allowing freer communication of information between Student Services and Moscow Police.

4. Creating and furnishing education to all students, staff and faculty for bystander intervention and assistance whenever alcohol or substance abuse is observed on or off campus.

**Response**: The University now utilizes the Green Dot bystander intervention program which has been widely introduced throughout the university community during fall semester. An introduction has been presented to many student, faculty, and staff groups. More detailed Green Dot workshops that are specifically designed for faculty and staff are scheduled for February 2014, and an extensive one-day student leadership workshop is scheduled on January 25, 2014. This program is now a part of new student orientation. The "I Got Your Back" video has been shown at major campus events such as the Take Back The Night program and has been shown to Moscow community leaders. The video was also sent to UI parents so that they can be part of our safety effort and be encouraged to call if they feel that their son/daughter is at risk.

As noted under item 3 above, the Faculty Senate has approved an "amnesty" measure designed to encourage reporting and requests for assistance without fear that the person making such a report or request would thereby subject him/herself to adverse action under the code of student conduct.

5. Establishing collaborative relations with nearby hospitals(s) and urgent care facilities for professional evaluations and referrals (subject to medical privacy laws) of students who receive care or treatment for injuries and conditions related or substance abuse.

**Response**: Medical staff at the UI Health Clinic now routinely screen for symptoms of alcohol abuse and other drugs. They will address those issues in the course of their professional responsibilities to improve the health of their clients. A review of models of collaboration is being done in order to form a proposal to Gritman Medical Center for sharing data. For example, we are reviewing the relationship between Pullman Regional Hospital and Washington State University to help us to define our data collection process.

6. Creating frameworks for recognition of "Greek life" organization and similar entities, based on memoranda of understanding that contain explicit expectations regarding alcohol and substance abuse practices; that require securing institutionally issued permits for events at which alcohol will be available; and to provide sanctions for noncompliance with stated expectations( e.g. withdrawal of recognition, coupled with preclusion against on-campus recruitment of students and prohibitions against utilization of institutional facilities or communication systems to recruit students).

**Response**: A Greek Relationship Statement has been written and is being reviewed by stakeholders. The Greek Relationship Statement includes expectations for recognition and a process to withdraw recognition if that action is needed. It also establishes a waiver process that must be used for Greek organizations to be able serve alcohol at certain events. It will be adopted and put into force early spring semester 2014.

7. Reporting annually to the State Board on the effectiveness of institutional polices and on the collaborative development with sister institutions in Idaho of "best practices" to address ongoing alcohol and substance abuse issues.

Response: The University of Idaho will comply with reporting expectations that the SBOE establishes.

8. Clear standards and policies regarding alcohol in institutional housing or student residence situations.

Response: University Residences provide alcohol-free living options for students. No alcohol use or consumption is allowed in Theophilus Tower. Alcohol is also prohibited on the 3<sup>rd</sup> floor Stevenson in the Wallace Residence Center. Alcohol is permitted in other residence halls for students who are of legal age to consume.

All sororities prohibit alcohol by their own national policies. Approximately 50% of the fraternities prohibit alcohol by national policy.

Students who violate alcohol limitations in student residences will face campus disciplinary action and criminal penalties. Residence hall students may also be evicted for serious or persistent violations.

#### Other Actions

- In September, a student leadership case study competition challenged student leaders to design strategies to reduce alcohol abuse and associated harm. A number of excellent proposals were submitted and the winning team presented their proposal to the Alcohol Task Force. Its focus was developing a "peer education program".
- A hiring process has begun to establish a staff position committed to alcohol education and intervention programs.
- In January 2014, the University of Idaho will send a team of Student Affairs staff to a conference that is devoted to alcohol, drugs, and mental issues. We will build more capacity to address the confluence of these important issues. We need to make certain that we are using best practices and that we have expertise on these issues by staff in the Counseling Center, the Dean of Students Office, Residence Life, and Greek Life.
- We are working with Moscow City leaders to create a community forum during the spring 2014 semester that focuses on alcohol and safety issues.
- This is our first year of implementing Regulation L which disqualifies new students from returning to the University of Idaho if they earn less than a 1.00 grade point average in their first semester of matriculation. We anticipate that some high risk students will not qualify to return to the University in spring semester.

### Substance Abuse Education Plan Boise State University November 2013

### **Mandatory Alcohol Education**

Boise State University recognizes that alcohol education and intervention are of great importance. Health Services, in conjunction with campus colleagues, provides a variety of responses and outreach; through education, assessment, intervention, and treatment of alcohol issues. Our collaborative approach focuses on behavioral risk reduction versus alcohol abstinence. Risk reduction focuses on responsible drinking tips (including being 21, designated drivers, etc.), drink size and blood alcohol content information, emergency response, consequences of under age and high risk drinking, and binge drinking. The university is currently exploring the implementation of an electronically delivered new student alcohol and other drug education model. The program will be an evidenced based intervention effort designed to reduce the risk of self harm, promote campus policy and state law, provide referral for medical and/or counseling services based upon an a series of interactive program modules.

### **Violation Referral for Alcohol and other Drugs**

Boise State Security and Police Services resolves alcohol and drug incidents occurring in non-housing locations. Boise Police issue citations when they deem it warranted. In the residence halls the current protocol is to involve police only when residents are not cooperative.

### **Off Campus Conduct Code**

Boise State's Student Code of Conduct currently includes a provision applying the code to off campus events. See Article 2, Section 20 below. Further, we have a long-standing relationship with Boise City Police and have begun an alcohol work group to further refine reporting and accountability mechanisms.

Article 2, Section 20 states: The term "off-campus" includes anywhere that is not University premises. Conduct off-campus in violation of the Student Code of Conduct that affects the clear and distinct interest of the University is subject to conduct sanctions. Specifically included within the University's interest are violations that:

- 1. involve conduct directed at other members of the University community;
- 2. disrupt educational or other functions of the University;
- 3. occur during or at University-sponsored events;
- 4. occur during the events of organizations affiliated with the University, including the events of student organizations;
- 5. occur during a Study Abroad Program; or
- 6. pose a threat to the health and/or safety of members of the University community.

### **Information for Parents**

Information and education about Boise State alcohol and other drug policies occurs during new student orientation. The Dean of Students Office in cooperation other Student affairs units and Boise City Police provide comprehensive information about policy, enforcement, and parental notification procedures. Beginning in fall 2014, we will alter our notice procedures so that all parents of students under 21 receive written information regardless of their attendance at new student orientation.

### **Bystander Intervention Education**

The Boise State Women's Center is the Student Affairs unit responsible for bystander intervention training. The Women's Center hosts a variety of training sessions throughout the year in the residence halls, with student athletes, and the general campus population. To date for the 2013-14 academic year 599 attendees have been trained.

### **Tailgating Policy**

Security and Police Services enforce Boise State Tailgating Policy. Persons engaging in public indecency, disorderly conduct, lewd behavior and other violations are subject to disciplinary action that could include arrest, issuance of a citation, exclusion and revocation of game tickets and parking privileges. Drinking games of any sort involving alcohol are prohibited during tailgating. Also, any activity that promotes alcohol consumption is prohibited.

### **Medical and Psychological Care Partnerships**

Boise State has a comprehensive medical and counseling services unit, which in includes psychiatric care and alcohol and other drug addiction counseling. In addition to campus services we currently partner with Boise area hospitals, Idaho Department of Health and Welfare Mobile Crisis (involuntary Psychiatric holds), and U. S. Department of Veterans Affairs for professional training and assistance.

### **Fraternity and Sorority Programs**

Fraternity and Sorority organizations at Boise State are a model community. Policies currently enforced by the Student Involvement and Leadership Center (SILC) include, but are not limited to, institutional approval to serve alcohol via a licensed third party vendor at off-campus locations only and a relationship agreement published in the SILC Student Organizations Handbook. The Student Code of Conduct is the mechanism used to sanction an organization for any policy violation, which includes withdrawal of recognition. Additional training specific to risk management, hazing, alcohol abuse and a variety of other issues exclusive to fraternities and sororities is provided by the SILC Fraternity and Sorority Coordinator. In light of the Board directive to have specific recognition agreements for fraternities and sororities SILC will work with general fraternities to craft a new recognition document, with plans to have fully implemented by Fall 2014.

### **Periodic Reporting**

Boise State collects a variety of data to assess the effectiveness of our policies and learning outcomes of educational programs. We are prepared to provide any materials requested by the Board.

#### Housing

Board policy general prohibits alcohol in areas open to and most commonly used by the general public unless a waiver is granted. Board policy also allows president to allow alcohol possession and use in campus residential facilities. Boise State's policy has for many years been to allow students over the age of 21 to have alcohol in apartment style housing. Regardless of age, alcohol is not allowed in dormitory style residence halls (Chaffee, Towers, etc.).

#### Idaho State University Alcohol and Substance Abuse Safety Action Plans Draft

Report to the SBOE

### Mandatory Alcohol and Illegal Drugs' Education and Training

Beginning fall, 2014, every student who attends New Student Orientation will be required to participate in an interactive workshop on alcohol and substance abuse. Students not able to attend in person will be required to complete the workshop on line.

### ISU Student Conduct Code Policy on Alcohol and Illegal Drugs

The *ISU Student Conduct Code* states that "Any student or student organization found to have committed or to have attempted to commit the following misconduct is subject to the disciplinary sanctions outlined in Article VI.D. The proscribed behaviors identified in this section are not an exhaustive list. See Article IV.B., pg. 12, for general information on behavioral expectations:

Q. Illegal Drugs. Use, possession, manufacturing, or distribution of marijuana, heroin, narcotics, or other controlled substances except as expressly permitted by law. Violation of alcohol or drug regulations may lead to notification of a student's parents.

The University expects its students to comply with local, state, and federal laws regarding proscribed substances, in addition to institutional policies. We recognize that our society provides certain privileges to its citizens at different age-points, but adapting to these demands, even while perhaps working for their change, is part of our obligations as free citizens.

#### FEDERAL TRAFFICKING PENALTIES—ILLEGAL SUBSTANCES

DRUGS/SCHEDULE	QUANTITY	PENALTIES	QUANTITY	PENALTIES
Cocaine (Schedule II)	500 - 4999 gms mixture	First Offense: Not less than 5 yrs, and not	5 kgs or more mixture	First Offense: Not less than 10 yrs, and not more
Cocaine Base (Schedule II)	5-49 gms mixture	more than 40 yrs. If death or serious injury,	50 gms or more mixture	than life. If death or serious injury, not less than 20 or
Fentanyl (Schedule II)	40 - 399 gms mixture	not less than 20 or more than life. Fine of not more	400 gms or more mixture	more than life. Fine of not more than \$4 million if an
Fentanyl Analogue (Schedule I)	10 - 99 gms mixture	than \$2 million if an individual, \$5 million if	100 gms or more mixture	individual, \$10 million if not an individual. <b>Second</b>
Heroin (Schedule I)	100 - 999 gms mixture	not an individual Second Offense:	1 kg or more mixture	Offense: Not less than 20 yrs, and not more than life. If

LSD (Schedule I)  Methamphetamine (Schedule II)	1 - 9 gms mixture 5 - 49 gms pure or 50 - 499 gms mixture	Not less than 10 yrs, and not more than life. If death or serious injury, life	10 gms or more mixture  50 gms or more pure or 500 gms or more mixture	death or serious injury, life imprisonment. Fine of not more than \$8 million if an individual,
PCP (Schedule II)	10 - 99 gms pure or 100 - 999 gms mixture	imprisonment. Fine of not more than \$4 million if an individual, \$10 million if not an individual	100 gm or more pure or 1 kg or more mixture	\$20 million if not an individual. 2 or More Prior Offenses: Life imprisonment

### FEDERAL TRAFFICKING PENALTIES – ILLEGAL SUBSTANCES

Other Schedule I & II drugs (and any drug product containing Gamma Hydroxybutyric Acid)	Any amount	First Offense: Not more than 20 yrs. If death or serious injury, not less than 20 yrs, or more than Life. Fine \$1 million if an individual, \$5 million if not an individual. Second Offense: Not more than 30 yrs. If death or serious injury, not less than life. Fine \$2 million if an individual, \$10 million if not	
Flunitrazepam (Schedule IV)	1 gm or more	an individual	
Other Schedule III drugs	Any amount	First Offense: Not more than 5 years. Fine not more than \$250,000 if an individual, \$1 million if not an individual.	
Flunitrazepam (Schedule IV)	30 to 999 mgs	Second Offense: Not more 10 yrs. Fine not more than \$500,000 if an individual, \$2 million if not an individual	
All other Schedule IV drugs	Any amount	First Offense: Not more than 3 years. Fine not more than \$250,000 if an individual, \$1 million if not an individual.	
Flunitrazepam (Schedule IV)	Less than 30 mgs	Second Offense: Not more than 6 yrs. Fine not more than \$500,000 if an individual, \$2 million if not an individual.	
All Schedule V drugs	Any amount	First Offense: Not more than 1 yr. Fine not more than \$100,000 if an individual, \$250,000 if not an individual.  Second Offense: Not more than 2 yrs. Fine not more than \$200,000 if an individual, \$500,000 if not an individual.	

### FEDERAL TRAFFICKING PENALTIES—MARIJUANA

DRUG	QNT.	1 <sup>ST</sup> OFFENSE	2 <sup>ND</sup> OFFENSE
Marijuana	1,000 kg or more mixture; or 1,000 or more plants	<ul> <li>Not less than 10 years, not more than life</li> <li>If death or serious injury, not less than 20 years, not more than life</li> <li>Fine not more than \$4 million if an individual, \$10 million if other than an individual</li> </ul>	<ul> <li>Not less than 20 years, not more than life</li> <li>If death or serious injury, mandatory life</li> <li>Fine not more than \$8 million if an individual, \$20 million if other than an individual</li> </ul>
Marijuana	100 kg to 999 kg mixture; or 100 to 999 plants	<ul> <li>Not less than 5 years, not more than 40 years</li> <li>If death or serious injury, not less than 20 years, not more than life</li> <li>Fine not more than \$2 million if an individual, \$5 million if other than an individual</li> </ul>	<ul> <li>Not less than 10 years, not more than life</li> <li>If death or serious injury, mandatory life</li> <li>Fine not more than \$4 million if an individual, \$10 million if other than an individual</li> </ul>
Marijuana	more than 10 kgs hashish; 50 to 99 kg mixture more than 1 kg of hashish oil; 50 to 99 plants	<ul> <li>Not more than 20 years</li> <li>If death or serious injury, not less than 20 years, not more than life</li> <li>Fine \$1 million if an individual, \$5 million if other than an individual</li> </ul>	<ul> <li>Not more than 30 years</li> <li>If death or serious injury, mandatory life</li> <li>Fine \$2 million if an individual, \$10 million if other than individual</li> </ul>
Marijuana	1 to 49 plants; less than 50 kg mixture	<ul><li>Not more than 5 years</li><li>Fine not more than</li></ul>	<ul> <li>Not more than 10 years</li> <li>Fine \$500,000 if an individual,</li> <li>\$2 million if other than</li> </ul>
Hashish Hashish Oil	10kg or less 1kg or less	\$250,000, \$1 million other than individual	individual

R. Alcohol. Use, possession, manufacture, or distribution of alcoholic beverages (except as expressly permitted by Idaho State University regulations). Violation of alcohol or drug regulations may lead to notification of a student's parents. Alcoholic beverages may not, in any circumstances, be used by, possessed by or distributed to any person under twenty-one (21) years of age.

#### **Alcohol Violations and Policy**

#### 1. Regulations

- a. Consumption and possession of alcohol is prohibited in general use areas and all University Residence Halls. General use areas shall include all University owned, leased or operated facilities, and on-campus grounds.
- b. Consumption and possession of alcohol is only permitted in the University Apartments of persons of legal age, and other areas designated by the President with the approval of the State Board of Education. Distribution of alcohol to a minor is prohibited.
- c. Possession and consumption of alcohol by a minor is prohibited.
- d. Possession or consumption of alcohol in areas that are designated as "alcohol free" is prohibited.
- e. If a student violates the *Student Conduct Code* while under the influence of alcohol, this policy will also apply.
- f. Sale of alcohol, unless authorized by the State Board of Education and with the appropriate licenses and permits, is prohibited.

#### 2. Enforcement

- a. All incidents of alcohol violations shall be reported to the Public Safety Office.
- b. All reports of incidents involving alcohol will be forwarded to the University Student Conduct Administrator.
- c. The University Student Conduct Administrator, or designee, will be responsible for the following:
  - (1) Determining if an incident reported constitutes a violation of the University alcohol policy.
  - (2) Recording and tracking all students involved with alcohol violations.
  - (3) Notification of the criminal justice system, when warranted, of the behavior of an individual involved in an incident.
  - (4) Enforcing sanctions described.

#### 3. Sanctions

a. Minimum Sanctions

The sanctions described are minimum sanctions and do not limit the disciplinary power of the University in any matter involving *Student Conduct Code* violations.

- b. Infractions and Mandatory Sanctions
  - (1) First infraction of the Academic Year The student must attend an alcohol education class and will be placed on University conduct probation.
  - (2) Second infraction in the Academic Year <u>without injury or conduct likely to lead to injury</u> The student is placed on conduct probation and, at the student's expense, must submit to a substance abuse evaluation administered by a qualified authority. The student will provide the evaluation results or authorize the release of the evaluation results to the University Student Conduct Administrator, or designee.

- (3) Second infraction in the Academic Year with injury or conduct likely to lead to injury The student is placed on conduct probation, and, at the student's expense, must submit to a substance abuse evaluation performed by a recognized authority. The student will provide the evaluation results or authorize the release of the evaluation results to the Vice President for Student Affairs Office. The University Student Conduct Administrator or designee may share all records of the incident with the Pocatello Police Department or other appropriate law enforcement agencies as deemed necessary.
- (4) Third infraction in the Academic Year <u>without injury or conduct likely to lead</u> to injury The student is suspended from the University for one academic semester.
- (5) Third Infraction in the Academic Year with injury or conduct likely to lead to injury The student is suspended from the University for at least one academic year and all records involving the incident may be shared with the Pocatello Police Department or other appropriate law enforcement agencies as deemed necessary by the University Student Conduct Administrator or designee.
- c. Recording Cycle for Violations is One Academic Year The academic year begins the first day University Housing opens for the fall semester and will continue through the day prior to University Housing opening for the next academic year.
- d. Right of Appeal The student may appeal to the Vice President for Student Affairs. The procedure described in the Student Conduct System policy will apply for all appeals. On-campus residents who live in University Housing and who violate the alcohol policy in on-campus housing will be governed by the policy and appeals process described in the University
- 4. Additional Information Alcohol Violations

Housing Standards of Residence Life Handbook.

Students who violate the *Student Conduct Code* Alcohol and/or Illegal Drug rules and regulations are subject to disciplinary action through University Housing [http://www.isu.edu/housing/manual.shtml] and/or the University Student Conduct system.

Students may also be subject to arrest and prosecution in cases where state laws have been violated. Sanctions up to and including expulsion may be imposed for drug or alcohol violations. A conviction for violation of state or federal drug laws may jeopardize federal financial aid.

The University will attempt to help students who have an alcohol and/or drug problem and wish to receive assistance in dealing with that problem. The University will not, however, condone illegal activity; continued violation of drug or alcohol policies may result in expulsion" (ISU Student Conduct Code, pgs. 22 - 27).

#### Notification of ISU Policy on Alcohol and Illegal Drugs

The ISU Student Conduct Code is sent via email twice each academic year to all registered students in October following the October 15<sup>th</sup> enrollment census date and immediately following the 10<sup>th</sup> day of enrollment for spring.

### Extension of the ISU Student Conduct Code to Off Campus Behavior

ISU's Student Conduct Code already extends to off campus behavior. [INSERT STATEMENT FROM CODE HERE]. The ISU Department of Public Safety has an MOU with the Pocatello Police Department.

Notification to Parents about Alcohol and Illegal Drugs' Policies and Enforcement

ISU's Student Conduct Code and policies are discussed at the Parents Orientation program. This information is also available on the Student Affairs home page (<a href="www.isu.edu/studenta">www.isu.edu/studenta</a>). ISU's policy permits notification of parents on any offenses, including 1<sup>st</sup> time violations, at the discretion of the Vice President for Student Affairs.

#### **Bystander Education and Training**

ISU conducts bystander education including "Green Dot", a nationally renowned intervention program focusing on positive culture change and the power of individual choices to shift social norms and encourage bystanders to act. The skills participants acquire through Green Dot help them be safe and intervene when a peer is exhibiting at risk behaviors. Situations that involve alcohol as well as other potential risky behaviors are covered throughout the curriculum. Participants learn how to identify high risk behaviors and situations and how the addition of alcohol may change the scenario. Green Dot is a student focused program, however it is open to the entire ISU community and many faculty and staff have engaged in the comprehensive six hour training sessions. We have had a very positive response and plan to continue Green Dot indefinitely.

### **Tailgating Policies and Enforcement**

Alcohol is served by commercial restaurants at tailgating events which is monitored by licensed bartenders and events are patrolled by ISU Public Safety. In addition, Public Safety distributes the following information on alcohol at tailgating events:

- Idaho State Board of Education policy prohibits the possession and consumption of alcohol on campus except in designated areas.
- Pocatello city ordinance prohibits the possession and consumption of alcohol in public except as designated by their ordinance.
- The possession and consumption of alcohol in Holt Arena and the parking lot outside of the designated "Bengal Fest Area" is prohibited.
- Failure to comply with these requirements may result in you being issued a criminal summons to appear in court.

- Tailgating Policy: The parking lot will close two hours after the game ends, at which time everyone must vacate the lot.
- Please make your attendance at this event a pleasurable experience by complying with these requirements" (Idaho State University Alcohol Policy Information, Public Safety Flyer, 2013).

#### Holt Arena Tailgating

"Regular patrol of the area will be conducted. When an officer has reasonable suspicion that a suspect vehicle is being used to violate this policy, contact with the person responsible for the vehicle will be made, and the occupants will be advised of the policy. If alcohol is observed, the officer will follow these steps:

"Adults found in violation will be advised of the policy and requested to dispose of the alcohol, remove it from the premises, secure it in a vehicle, relinquish it to Public Safety or leave the property.

Persons who refuse to comply will be requested to leave the premises. Those who refuse to leave will be advised that they will be subject to arrest.

If they continue to refuse, the Pocatello Police Department will be summoned and the subject will be either escorted from the property or issued a summons for trespassing and/or other violations (i.e., open container) and escorted from the property. Actions taken will be at the discretion of the officers involved, based on the circumstances that exist at the time of the incident.

Persons who comply with the request, but are later found in violation of the policy will be detained for the Pocatello Police, or the Pocatello Police will be notified of the violation and requested to issue a summons for trespass and/or other violations, i.e., open container, and escorted from the property.

Pocatello Police are encouraged to continue to patrol ISU facilities and to enforce applicable alcohol statues.

If the subject is of legal age to possess alcohol and agrees to relinquish any unopened alcohol to the Public Safety officer, they may retrieve it after the event or at a later date at the convenience of the Public Safety Department.

All violations involving ISU employees or students will be reported to the Dean of Students or the employee's supervisor and Human Resources" (ISU Public Safety Operations Manual, Chapter III – Section 2, pg. 46).

### **General Areas of Campus Alcohol Policy**

"Alcohol is prohibited on the General Areas of Campus.

Persons found in violation of the University's Alcohol policy, and being the legal age to possess alcohol in the State of Idaho, may be asked to remove the alcohol from University property or surrender all unopened containers of alcohol to Public Safety Officers.

Refer to Section 2.8.2 for enforcement procedures for Alcohol Policy Violations.

ISU Public Safety will continue to enforce the alcohol policy as they have in the past, i.e., when an officer has reasonable suspicion that a suspect vehicle is being used to violate this policy, contact with the person responsible for the vehicle will be made and the occupants advised of the policy. If alcohol is observed, the officer will follow the steps as outlined previously in this policy. (See section entitled "Holt Arena Parking at Athletic Events")

Persons under the legal age to possess or consume alcohol may be referred to the Pocatello Police. If the subject is of legal age to possess alcohol and agrees to relinquish any unopened alcohol to the Public Safety officer, they may retrieve it after the event or at a later date at the convenience of the Public Safety Department.

Persons who refuse to comply with the policy will be requested to leave the premises. Those who refuse to leave will be advised that they will be subject to arrest. If they continue to refuse, the Pocatello Police will be summoned and the subject will be issued a summons for trespassing and/or other violations, i.e., open container, and escorted from the property.

Persons who comply with the request, but are later found in violation of the policy will be detained for the Pocatello Police, or the Pocatello Police will be notified of the violation and requested to issue a summons for trespass and/or other violations, i.e., open container, and escorted from the property.

All violations involving ISU employees or students will be reported to the Dean of Students or the employee's supervisor and Human Resources.

Pocatello Police will be encouraged to continue to patrol ISU facilities and to enforce applicable alcohol statutes" (ISU Public Safety Operations Manual, Chapter III – Section 2, pg. 47).

#### **MEMORANDUM OF UNDERSTANDING**

This Memorandum of Understanding is entered into between the City of Pocatello, a municipal corporation of Idaho (hereinafter referred to as "City"), and Idaho State University, a body politic and corporate of the State of Idaho (hereinafter referred to as "ISU").

WHEREAS, the Pocatello Police Department and Idaho State University Public Safety Department desire a Memorandum of Understanding to direct officers of each jurisdiction as to the exercise of peace officer authority on the property of Idaho State University;

NOW, THEREFORE, the City and ISU agree as follows:

#### **CONDITIONS OF AUTHORIZATION**

1.1 It is intended that in emergency situations where police action is necessary, ISU may request the City to respond and take appropriate action.

- 1.2 It is agreed that officers of the City have authority to act on ISU property when there is reasonable suspicion to believe that a crime was committed on ISU property.
- 1.3 If an investigation indicates that a crime was committed on ISU property, the officer leading the investigation will immediately notify the ISU Public Safety Department.
- 1.4 The Pocatello Police Department will keep the ISU Public Safety Department informed as to the disposition of the incident.

#### STANDARDS OF CONDUCT

- 2.1 The City's officers shall maintain the standards of professional conduct required by their current departmental policies and procedures.
- 2.2 It shall be the sole duty and responsibility of the City to determine if there has been a breach of professional standards by City officers.
- 2.3 Where a tactical shooting/deadly force incident occurs within the City the "Critical Incident Protocol" for Bannock County Law Enforcement shall be initiated.

#### MEDIA RELEASES

3. As a general guideline, media information will be released according to each party's internal guidelines and procedures. Each party is encouraged to consult with the other prior to media releases.

#### LIABILITY

4. Each party agrees to be solely responsible for any and all liability for money damages arising out of the negligent or otherwise wrongful acts or omissions of its employees acting within the course and scope of their employment or duties as provided for within the course and scope of their employment or duties as provided for within the Idaho Tort Claims Act, as set forth within Idaho Code §-901, et sec., and as provided within Idaho Code §67-2337(4). Further, each party agrees to indemnify and hold harmless the other party against any and all claims for money damages, costs, judgments, or other expenses arising out of the negligent or otherwise wrongful acts or omissions of its employees while performing within the course and scope of their employment.

CITY OF POCATELLO, a municipal corporation of Idaho

Roger W. Chase, Mayor Date: September 4, 2009

IDAHO STATE UNIVERSITY, a body politic and corporate

Arthur C. Vailas, President Date: September 3, 2009

### **Exceptions to Policy**

Exceptions to the University's alcohol policy are permitted. Permitted uses include within student apartments, the President's home, and other areas designated by the President with the approval of the State Board of Education (ISU Public Safety, 2013).

#### Communications Between Local Law Enforcement and ISU Public Safety

The Pocatello Police generally notify the ISU Department of Public Safety whenever an ISU student, if known, is transported to the Portneuf Hospital. ISU Student Affairs staff from either the Vice President for Student Affairs Office, the Counseling and Testing Service or the Department of Housing follow-up with any admitted student and ensure appropriate interventions take place.

### Student Clubs and Organizations' Events On and Off Campus

ISU has less than 80 Greek members and most of them are at least 21 years and older. None of the Greek organizations on ISU's campus hold social events with alcohol unless it's at a local hotel with a cash bar. No social events sponsored by a student club or organization with alcohol are allowed on campus.

No alcohol or drug related incidents have been reported to ISU Public Safety or the Pocatello Police arising out of any sponsored student club or organization event in the last three years. ISU maintains records of all Student Conduct Code infractions and closely monitors the completion of sanctions and evaluates the effectiveness of all programming.

#### Alcohol in Campus Residences Policy

Alcohol is only allowed in University owned apartments if the student renter and his or her guests are of legal age. No alcohol is allowed in any traditional residence halls, regardless of the age of the student.

### Alcohol at University Sponsored Events

No alcohol is served at any university function where the majority of guests are under legal age. All alcohol served on campus is expressly approved by the President of the University who issues alcohol permits subject to SBOE approval.

### Lewis-Clark State College Alcohol and Substance Abuse Safety Action Plan Fall 2013

Lewis-Clark State College is augmenting its current menu of alcohol and substance abuse education programs. Many of these programs have been in place for many years. These programs have focused on prevention of alcohol/substance abuse as well as therapy and guidance for students who seek assistance in overcoming addiction. Generally speaking, these programs have proven to be effective in part because they are reviewed and modified annually and in light of campus-based statistics related to student alcohol and/or drug consumption. Several new measures have been adopted for the 2013-14 academic year and others are slated to be implemented by Fall 2014.

Following the outline provided by the State Board of Education Staff, a summary of the college's current and future Safety Action Plan is presented herein below:

Delivering mandatory, interactive education to all incoming students on risks and issues of alcohol and substance abuse -- including encouragement of, and mechanisms for, voluntary disclosure of past history and self-referral for counseling.

Lewis-Clark State College hosts a new student orientation program for all new degree-seeking students at the beginning of both the fall and spring semesters. During the orientation programs, which draw approximately 90% of the new-entering student population, college personnel review for the students and their families the college's drug and alcohol policies. The review includes information about the student adjudication process associated with violations of the college polices and counseling programs available for those who need or desire help with alcohol and other substance addictions. Students and their families are introduced to the Director of the Student Counseling Center in an effort to create a more personal reference point.

Each participant in new student orientation is also issued a Student Handbook (for students) and a Parent Guide (for family members) which also contain information about alcohol and drug programs and policies. All students who live in campus residence halls participate in a separate residence hall orientation and are provided an additional resource, the Residence Hall Handbook, which also includes information about alcohol/drug policies and assistance programs.

Alcohol and drug abuse are presented as a high risk behaviors. Risk is assessed in the context of health and wellness as well as career planning. In addition to information about health risks, students are advised of the potential employment risks associated with alcohol and/or drug abuse problems.

In addition, when LCSC students register for classes, they must complete an electronic "conditions of registration" prior to selecting courses. As a part of these conditions, they are presented with the college's policies on alcohol and drugs.

For Fall 2014: The college is pursuing a required orientation program for all new degree-seeking students.

Establishing clear policies for referral to law enforcement of under-age drinking and other alcohol or substance-related behaviors that occur on campus and are violations of law.

Lewis-Clark State College enjoys a cooperative relationship with local law enforcement and the primary point-of-contact for that relationship is the Director of Campus Security. LCSC's Campus Security force consists of non-sworn security professionals who police the campus 24 hours per day, 7 days per week.

In most alcohol or drug-related incidents, Campus Security manages the initial investigative and reporting processes. Based on those reports, students who violate the college's alcohol and drug polices, including students who are under-age, are adjudicated under the LCSC Student Code of Conduct by the Vice President for Student Affairs.

Local law enforcement officials, in an agreement made with Campus Security, respond to incidents reported to Campus Security upon request. The Lewiston Police Department has advised Campus Security of the protocols they should follow when particular alcohol or drug violations occur and has identified a threshold (e.g., a quantity of drugs discovered) at which they wish to respond.

Any illegal drugs and/or drug paraphernalia discovered by Campus Security are confiscated and turned over to the Lewiston Police Department.

For Fall 2014: The college will consider a formal memorandum of agreement with the Lewiston Police Department and the Nez Perce County Sheriff's Office to outline response protocols.

Extending (where not already extended), and applying, the institution's code of student conduct to student behavior off campus, and establishing collaborative relations with law enforcement agencies regarding investigations and appropriate sharing of information.

Lewis-Clark State College's Student Code of Conduct currently extends to off-campus student behavior when the students are participating in an official college function or are otherwise representing the college in an official capacity (e.g., student government or athletics). The current agreements with local law enforcement agencies also allow for the sharing of information with college officials and, depending upon the circumstances surrounding a given drug or alcohol violation, students are referred to counseling, are subject to disciplinary measures, or both.

For Fall 2014: The college will consider a formal memorandum of agreement with the Lewiston Police Department and the Nez Perce County Sheriff's Office to outline response protocols.

Furnishing detailed, institution-specific information to parents or guardians on alcohol and substance abuse policies, and – to the full extent allowed by law -- providing notification to parents or guardians of any serious or repeated violation of the alcohol or substance abuse provisions of the code of student conduct by their sons or daughters under the age of 21 unless the institution determines, in exceptional cases, that family circumstances militate against such notification.

Lewis-Clark State College provides all parents of new-to-LCSC students with a Parent Guide, which includes information on alcohol and substance abuse policies, the student adjudication process, and student resources (e.g., Student Counseling). The college routinely notifies parents or next-of-kin when under-age students violate alcohol or substance abuse provisions of the Student Code of Conduct. Citing one of the exceptions to the Family Education Rights and Privacy Act (FERPA), which permits college officials to share otherwise protected elements of a student's educational record when the student's health and well-being is in jeopardy, the Vice President for Student Affairs (the college's primary student adjudication officer) notifies parents/guardians in writing of the student's violation and of the sanctions (including alcohol/drug education) imposed on the students. These notifications are sent under most circumstance but exceptions are made depending upon the nature of the offense and upon family circumstances.

For Fall 2014: The college will expand the information presented on alcohol and drug policies and prevention programs to include provisions for parents to make referrals to campus personnel if their sons or daughters have a substance abuse problem.

Creating -- and furnishing education to all students, staff, and faculty regarding -- programs for bystander intervention and assistance whenever alcohol or substance abuse is observed on or off campus.

Lewis-Clark State College has implemented a "Step Up" program, which is a formal program developed in the State of Arizona. Its premise is to educate the campus community on identifying problematic behavior (including alcohol and drug use or abuse) and making an appropriate referral for counseling, discipline, or other forms of assistance. Training sessions have been offered during the Fall 2013, including training targeted towards the residence hall population, and will continue throughout the year.

The college also hosts a committee comprised of faculty, staff, and student representatives called the "Student Life Committee." The charge of this committee is to develop programming primarily for students to promote general wellness and safety. A major element of the group's work is to promote alcohol and substance abuse education programs. This committee recommended the adoption of the "Step Up" program.

Faculty and staff are referred to Human Resource Services if instances of substance abuse are noticed or suspected. Human Resource Services engages employees in the Employee Assistance Program upon referral.

Finally, in compliance with the federal "Drug Free Schools and Communities Act," the college produces annual notifications to faculty, staff, and students to make them aware of the college's myriad services for those who suffer from addiction.

Prescribing standards of conduct at "tailgating" and other campus social events where alcohol is expected to be available, and communicating those standards to campus visitors.

The college does not host tailgating events as precursor to athletic or other events. During the NAIA World Series, people are permitted to park their RVs in designated campus parking lots but are held to a standard such that any alcohol must be consumed inside the RV. Alcohol is not permitted on the campus proper.

Policy 3.113 at Lewis-Clark State College prescribes the conditions under which alcohol can be made available at campus social events, which are consonant with Idaho State Board of Education alcohol policies. These conditions include obtaining formal permission from the college administration and ensuring that proper security, identification checks, and safe driver provisions are in place prior to obtaining approval.

Establishing collaborative relations with nearby hospital(s) and urgent care facilities for professional evaluations and referrals (to the full extent allowed by law) of students who receive care or treatment for injuries and conditions related to alcohol or substance abuse.

Lewis-Clark State College enjoys a strong collaborative relationship with most regional medical providers including hospitals and urgent care facilities. Personnel in the college's Student Counseling Center and in Student Health Services make several referrals each year for students who require more intensive, external treatment for alcohol and substance abuse issues. However, it would be very problematic for medical providers to reciprocate due to the stringent legal requirements with which they must comply. Occasionally, external medical providers, when clients/patients have given proper authorization, will engage in collaborative treatment programs.

Creating, in consultation with national and campus leaders of "Greek life" organizations, frameworks for institutional recognition of such organizations as set forth in memoranda

of understanding that contain specific expectations regarding alcohol and substance abuse safety practices; that require such organizations to secure institutional permits for events at which alcohol will be available; and that provide sanctions for noncompliance with these stated expectations (e.g., withdrawal of institutional recognition, resulting in preclusion of on-campus recruitment of students and in prohibition against utilizing institutional facilities or communication systems to recruit students).

Lewis-Clark State College does not have an affiliation with any "Greek Life" organizations.

Reporting, at such times as the State Board may determine, on the effectiveness of the institution's safety action plan and on the collaborative development, with sister institutions in Idaho, of "best practices" to address ongoing alcohol and substance abuse issues.

Lewis-Clark State College produces a federally required biennial report on Drug and Alcohol Policies and Programs. Those reports are made available in student/parent orientation materials and on the college's web site. The college also produces annual statistics on alcohol and drug violations per the federally required Clery Report. This report is also available online.

Campus Security officials, student counseling personnel, and the Vice President for Student Affairs maintain routine dialogues with colleagues at other Idaho institutions about best practices. For example, student counseling staff continue to participate in the Idaho College Health Coalition, which is made up of professionals from most of Idaho's post-secondary institutions. This coalition addresses and implements best practices in managing drug and alcohol education based on national standards. Examples of outcomes of this type of collaboration include the use of "E-Chug" and "Choices" as formal programs for alcohol education.

For Fall 2014: The college stands ready to provide the State Board with specific data upon request.

### Clear standards and policies regarding alcohol in institution housing or student residence situations.

Lewis-Clark State College manages a few rental properties and approximately 300 bed spaces in campus residence halls. Alcohol policies for these facilities are fully compliant with Idaho State Board of Education policy I.J.e. There has not been alcohol prohibition in the rental properties heretofore with the exception of applicable state and local laws related to people under the age of 21. Students in campus rental properties are subject to the provisions of the LCSC Student Code of Conduct.

The college has experimented with different policies related to alcohol consumption in residence halls. The current policy permits students who are 21 years of age or older to possess and consume alcohol in their residence hall rooms provided that no one under the age of 21 shares the room or is in the room at the time the alcohol is consumed. Student discipline statistics show that there are fewer alcohol consumption incidents overall since this policy was changed from a no-alcohol policy just a few years ago.

### **IDAHO DIGITAL LEARNING ACADEMY**

#### **SUBJECT**

Idaho Digital Learning Academy Annual Report

### APPLICABLE STATUTE, RULE, OR POLICY

Section 33-5501, Idaho Code

Idaho Administrative Code, IDAPA 08.04.01 Rules Governing the Idaho Digital Learning Academy

### BACKGROUND/DISCUSSION

According to IDAPA 08.04.01 Rules Governing the Idaho Digital Learning Academy, an annual report is required to be submitted each year to the State Board of Education. This request is to meet the requirements as outlined in the rule. This report will include Accreditation, Acceptable Use, and an IDLA fee schedule in order to be in compliance with statute and State Board rule.

The 2002 Idaho Legislature created the Idaho Digital Learning Academy (IDLA) as an online, school-choice learning environment (Title 33 Chapter 55, Idaho Code). IDLA is a state virtual school providing Idaho students with greater access to a diverse assortment of courses. This virtual school was created to address the educational needs of all Idaho students: traditional, home schooled, at-risk, and gifted learners and is a service to Idaho students and schools. Rigorous online courses delivered by highly qualified faculty assists the state in preparing Idaho students to meet Idaho's high school graduation requirements, Idaho standards, and the increased demand from colleges and industry.

#### **IMPACT**

IDLA served 19,036 enrollments for 2012-2013 which is an 11% increase over 2011-2012. 99% of the school districts in Idaho participated in 2012-2013. The number one reason for taking IDLA courses is scheduling conflicts. Other reasons include: course not offered; advanced placement; dual credit; early graduation; foreign languages; and credit recovery.

### **ATTACHMENTS**

Attachment 1 – 2013-2014 Fee Policy Statement	Page 3
Attachment 2 – Acceptable Use Policy	Page 5
Attachment 3 – Accreditation Confirmation	Page 11

### **BOARD ACTION**

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

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### 2013-2014 IDLA FEES POLICY STATEMENT

### FEES FOR IDAHO DIGITAL LEARNING ACADEMY:

The fee schedule for 2013-2014 is determined upon a per-enrollment basis. An "enrollment" is defined as one (1) student enrolled into one (1) IDLA course. IDLA enrollment fees apply to all courses offered through IDLA.

All IDLA course fees are paid by the district directly to IDLA. IDLA policy does not dictate the collection of fees from students/parents. District policy will determine if fees will be paid by the student/parent to the District. IDLA does not invoice or collect fees

from students or parents.

### **IDLA PER-ENROLLMENT COST:**

The cost for one (1) enrollment is \$75 for Idaho public school students.

### PRIVATE SCHOOL AND OUT-OF-STATE STUDENT FEES:

The cost for one (1) enrollment is \$400.

#### **ISAT REMEDIATION COURSES:**

Courses designated as "ISAT Remediation Courses" will not incur a perenrollment cost to the district.

### ADVANCED PLACEMENT/DUAL CREDIT COURSES:

Courses designated as "Advanced Placement or Dual Credit" will not incur a perenrollment cost to the district.

Students are responsible for any fees that may be charged by universities to receive college credit for Dual Credit Courses. Additionally, students are responsible for any fees that may be charged by the College Board to take the Advanced Placement Exam. Advanced Placement and Dual Credit courses may require additional textbooks (see below).

### **SCHOLARSHIPS:**

Scholarships are awarded through an application process which is submitted by the District Site Coordinator. Scholarship submissions should be based on the financial need of the parent/student and are only available for IDLA courses which are taken in addition to the student's full course load at the local school. Limited, partial scholarships are available for 2013-2014 at \$50 per enrollment.

### **TEXTBOOKS:**

IDLA provides online textbooks in the majority of content areas and provides access to Libraries Linking Idaho (LiLI-D). In cases where an online textbook is unavailable, the local school district may be responsible to provide the required text(s) according to school district policy. For example, advanced placement, dual credit, and English courses may require additional textbooks or required

readings not available online. The local school district is also responsible to provide access and assistance to library media centers if necessary. Please refer to the IDLA Course Catalog posted at www.ldahoDigitalLearning.org for a list of required textbooks.

#### **IDLA ACCEPTABLE USE POLICY**

Students should print and review this policy with a parent or guardian to ensure a safe and rewarding experience with IDLA. All students enrolled in any course work of Idaho Digital Learning Academy (IDLA) shall be responsible to comply with all of the policies of their home school district and the policies of IDLA including this Acceptable Use Policy (AUP).

- 1. The IDLA network is for educational purposes only and includes computers, communication networks, the Internet, and other electronic resources used in the delivery of IDLA courses.
- 2. All users of IDLA must agree to all of the terms of this AUP prior to being able to access a user account providing access to the IDLA network.
- 3. Privileges and Rights of IDLA Community Members:

Members of the IDLA community have certain privileges and rights. These include:

### A. Safety

- No student or IDLA personnel shall utilize the IDLA network to access any site that includes, but is not limited to pornography, graphic sexual or violent content, or advocates the use of illegal substances.
- Communication on the IDLA network between students shall respect the privacy of all individuals and shall not contain personal information regarding other persons.
- Bullying or harassment of IDLA users shall not be tolerated. No user of the IDLA network shall engage in any communication or entry that shall have the intent of, or results in, the bullying or harassment of other students or employees of IDLA or utilizes profanity or degrading language directed at known persons. Any user who receives, or believes they are subject of, such communications should immediately notify the IDLA online principal.
- For reasons of privacy and safety, users are prohibited from downloading or uploading photographs of persons other than as may be directly relevant to the required coursework, and any depiction of fellow students or IDLA personnel is expressly prohibited without the written permission of the individual, or permission of that individual's parent or legal guardian if the individual is a minor.
- Any graphic or digital representation must be presented in an appropriate manner in accordance with the local school district's dress code policy. IDLA reserves the right to determine whether a graphic representation is appropriate and to respond accordingly.

#### B. Access for all users

All IDLA users shall be granted access to as many IDLA services as the available technology and IDLA role will allow. Relevant exploration of the Internet for educational purposes is permissible in IDLA courses within the limitations of compliance with this policy and the acknowledgement that certain sites may be offensive to specific individuals. IDLA will make every effort to ensure that course content will be appropriate to the designated grade-level of that course, regardless of the ages of students enrolled in that course.

#### C. Intellectual Freedom

- Discussion forums within the IDLA course management system are a free and open forum for expression, including all viewpoints within the role and mission of IDLA. The poster of an opinion should be aware that other community members may be openly critical of such opinions.
- Any statement of personal belief is implicitly understood to be representative of the author's individual point of view, and not that of the IDLA, its administrators, teachers, other staff, or the participating schools. Personal attacks are not an acceptable use of IDLA resources at anytime and IDLA instructional staff or administration should be notified. IDLA does not officially endorse any opinions stated on the network.

### D. Privacy

In guarding the safety of its students and users, there is no reasonable expectation of privacy in any use of the IDLA network by any user. IDLA is a public educational agency and therefore IDLA personnel, both technology specialists and teaching and/or administrative staff, may periodically access accounts, review emails sent or received, internet sites (including any social networking websites) and chat rooms visited, as well as electronic class discussion materials.

### 4. The Family Educational Rights and Privacy Act (FERPA)

The Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. § 1232g; 34 CFR Part 99) is a Federal law that protects the privacy of student education records.

FERPA gives parents certain rights with respect to their children's education records. These rights transfer to the student when he or she reaches the age of 18 or attends a school beyond the high school level. Students to whom the rights have transferred are "eligible students."

 Parents or eligible students have the right to inspect and review the student's education records maintained by the school. Schools are not required to provide copies of records unless, for reasons such as great distance, it is

impossible for parents or eligible students to review the records. Schools may charge a fee for copies.

- Parents or eligible students have the right to request that a school correct records which they believe to be inaccurate or misleading. If the school decides not to amend the record, the parent or eligible student then has the right to a formal hearing. After the hearing, if the school still decides not to amend the record, the parent or eligible student has the right to place a statement with the record setting forth his or her view about the contested information.
- Generally, schools must have written permission from the parent or eligible student in order to release any information from a student's education record. However, FERPA allows schools to disclose those records, without consent, to the following parties or under the following conditions (34 CFR § 99.31):
  - School officials with legitimate educational interest;
  - Other schools to which a student is transferring;
  - Specified officials for audit or evaluation purposes;
  - o Appropriate parties in connection with financial aid to a student;
  - o Organizations conducting certain studies for or on behalf of the school;
  - Accrediting organizations;
  - o To comply with a judicial order or lawfully issued subpoena;
  - o Appropriate officials in cases of health and safety emergencies; and
  - State and local authorities, within a juvenile justice system, pursuant to specific State law.

### 5. Responsibilities of IDLA users

With the rights and privileges of participation in the IDLA community come certain responsibilities. IDLA users need to familiarize themselves with these responsibilities.

#### A. Using appropriate language

Profanity or obscenity will not be tolerated. All IDLA community members must use language appropriate for school situations. Inappropriate language includes, but is not limited to language that is: defamatory, inaccurate, abusive, rude, sexually explicit, threatening, harassing, or racially offensive;

#### B. Avoiding offensive or inflammatory speech

IDLA users must respect the rights of others both in IDLA courses and in the Internet at large. Personal attacks are an unacceptable use of the network. If an IDLA user is the victim of a personal attack, they are responsible to bring the incident to the attention of an IDLA teacher or administrator.

### C. Copyright adherence

IDLA users must respect all copyright issues regarding software, information, and attributions of authorship. The unauthorized copying or transfer of copyrighted materials may result in the loss of IDLA privileges.

#### D. Plagiarism

IDLA users must not engage in plagiarism, which is the act of presenting other peoples' ideas, writings, or products (written or electronic) by claiming them to be one's own and not giving credit to these sources. Forms of plagiarism include: submitting work that is not your own, failing to properly cite words and ideas that are not your own, using direct wording from another source (even a cited one) without quotation marks, or slightly re-wording phrases from another source and passing the phrases as your own.

#### E. Cheating

IDLA users must not engage in cheating, which in its various forms includes, but is not limited to: copying another student's work or allowing your work to be copied; allowing someone other than yourself to submit work in your name; using unauthorized assistance on an assessment; allowing someone other than yourself to take an assessment; inappropriate use of a translator in language classes; submitting the same work for multiple courses; or giving answers to other students.

### F. Fabricating Data

IDLA users must not engage in fabricating data when completing assignments that require research and/or collecting data. Forms of fabrication include, but are not limited to: falsifying or manipulating data to achieve a desired result; reporting data for an experiment that was not conducted (dry-labbing); or submitting written work with fabricated or falsified sources.

#### G. Academic Sabotage

IDLA users must not engage in Academic sabotage, which consists of any act that damages another student's work or grade on purpose.

#### H. False Information

IDLA users must not lie to an instructor, site coordinator, parent, or principal (such as saying an assignment has been completed when it has not, or lying about your grade).

#### I. Illegal activities

Illegal activities include tampering with IDLA computer hardware or software, unauthorized entry into computers, knowledgeable vandalism or destruction of computer files, or encouraging the use of illegal materials. Use of the IDLA for any illegal activities is prohibited and will result in legal action.

#### J. System disruption

Intentional or malicious attempts to degrade or disrupt system performance of the IDLA or any other computer system or network are considered criminal activity under state and federal law. IDLA encourages IDLA users to use best practices to avoid unintentional disruption of system performance.

### K. Account responsibility

IDLA users have full responsibility for the use of their account. All violations of this policy traced to an individual account name will be treated as the sole responsibility of the owner of that account.

#### L. User information

IDLA mandates all users to provide current demographic information which includes but is not limited to full name, mailing address, email address, and phone number.

#### M. Impersonation

All IDLA users must use their own name in the use of the IDLA network. Impersonation (logging in as another user or under a false name) is not allowed. (This prohibition does not extend to activities with curricular objectives, such as role-playing within a class discussion, in which users are not attempting to disguise their identities).

### N. Anonymity

All IDLA users must use their name on all communication. Anonymity is not allowed. As an educational network, we believe that individuals are responsible for their actions and words:

### O. Representation.

When navigating locations on the Internet or using IDLA tools, IDLA users must conduct themselves as representatives of both their respective schools and the IDLA.

### P. Email Communication

Email accounts are required to communicate on the IDLA network, and inappropriate email user account names will not be allowed in the system.

- 6. IDLA assumes no responsibility for Internet access including phone charges, line costs, usage fees, hardware, software, other media, or any other non-specified technology costs associated with a user's connectivity to the Internet or that may be required to access IDLA courses or other instructional resources. IDLA assumes no responsibility for information obtained via the Internet, which may be illegal, defamatory, inaccurate or offensive. IDLA assumes no responsibility for any damages to the user's computer system under any circumstances. The technology requirements of all courses are available on the IDLA website prior to enrollment. Users are solely responsible for acquiring and learning to use all required technology needed to access and complete all online IDLA courses activities.
- 7. Failure to abide by the IDLA Acceptable Use Policy could result in:
  - Report to the local district of the infraction
  - Immediate removal of the user's access to IDLA instructional computing resources, which could result in their inability to complete learning activities and

subsequent course failure.

- Immediate removal of the user from the course.
- Involvement of law enforcement agencies and possible legal action.

IDLA reserves the right to make modifications to the document at any time without prior notification.



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#### **SUBJECT**

Higher Education Research Council and Statewide Strategic Plan for Higher Education Research Annual Update

#### **REFERENCE**

April 2010 The Board was provided with a summary of the Statewide

Strategic Plan for Higher Education Research

October 2010 The Board was provided with an update of the progress

made toward the development of the Statewide Strategic

Plan for Higher Education Research

December 2011 Board approved the Statewide Strategic Plan for Higher

**Education Research** 

December 2012 The Board was updated on the progress made in the Higher

Education Research Strategic Plan

### APPLICABLE STATUTE, RULE, OR POLICY

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

#### BACKGROUND/DISCUSSION

Board Policy III.W Higher Education Research recognizes the significant role science, technology, and other research play in statewide economic development as well as the need for collaboration and accountability in publicly funded research, to this end, the Higher Education Research Council (HERC) is assigned the responsibility of directing and overseeing the development, implementation, and monitoring of a statewide strategic plan for research. The Statewide Strategic Plan for research will assist in the identification of general research areas that will enhance the economy of Idaho through the collaboration of academia, industry, and/or government. The Research Strategic Plan was completed and approved by the Board in December 2011.

The plan represents the role Idaho's research universities play in driving innovation, economic development, and enhancing the quality of life in Idaho through national and internationally research programs in strategic areas. The plan identifies areas of strength among Idaho's research universities; research challenges and barriers facing universities; research opportunities Idaho should capitalize upon to further build its research base, and steps for achieving the research vision for Idaho's universities. Additional responsibilities of HERC include the management of the Incubation Fund and HERC IGEM Fund programs, in alignment with Board policy and receiving annual reporting from the Center for Advanced Energy Studies (CAES).

This presentation will provide the Board with an update the activities of HERC and the progress made toward meeting the Goarls in the Higher Education Research Strategic Plan. Dr. Mark Rudin is the current chair of HERC and will be available to answer questions.

### **IMPACT**

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

#### **ATTACHMENTS**

Attachment 1 - Statewide Strategic Plan for Higher Education Research	Page 3
Attachment 2 – Research Strategic Plan Performance Measure Report	Page 16
Attachment 3 – Research Activity Report	Page 18
Attachment 4 – Incubation Fund project summary	Page 22

#### STAFF COMMENTS AND RECOMMENDATIONS

The plan is monitored annually and updated as needed based on the work of HERC and direction from the Board. This is the first comprehensive annual report from HERC, and serves as an opportunity for the Board to provide additional feedback and direction to the council.

#### **BOARD ACTION**

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

### STRATEGIC RESEARCH PLAN FOR IDAHO HIGHER EDUCATION (2012-2017)

Submitted by: State Board of Education Higher Education Research Council

#### **EXECUTIVE SUMMARY**

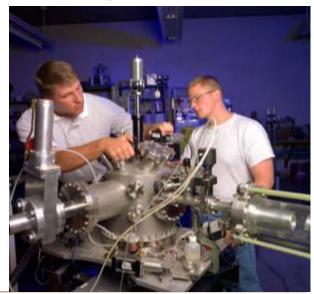
Research is being increasingly acknowledged by industry, government and education as a key factor in the future economic vitality of Idaho. The universities and colleges of Idaho's system of higher education understand the need for greater collaboration in order to be competitive in today's global environment.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

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

Research is the foundation of a university's economic development role. The influx of research

dollars from external grants and contracts creates new jobs at the university, along with the attendant purchases of supplies, services, materials and equipment. The results of the research are new knowledge, new ideas, and new processes, which lead to patents, startup companies and more efficient businesses.

Idaho's research universities have strengths and opportunities for economic development in 1) Energy, 2) Natural Resource Utilization and Conservation, 3) Biosciences, 4) Novel Materials and 5) Software Development. By focusing



collaborative efforts in these areas, the research universities will expand research success, public-private partnerships and the overall economic development of the State. Specifically, this collaboration will:

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

This Statewide Strategic Research Plan for Idaho Higher Education is a tool for identifying and attaining quantifiable goals for research and economic growth and success in Idaho. The plan will be reviewed and updated annually as needed amid the fast-changing pace of research discovery.

VISION	

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

MISSIO	N

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

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



#### **GOALS AND OBJECTIES**

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Goal 1: Increase research at, and collaboration among, Idaho universities and colleges to advance the universities areas of research strengths and opportunities.

Objective 1.A: Ensure growth and sustainability of public university research efforts.

Performance Measure 1.A.1: Total amount annual research expenditures (broken out by source). Benchmark: 20% increase

Performance Measure 1.A.2: Number of diverse external funding sources.

Objective 1.B: Ensure the growth and sustainability of the existing collaborative research at the Center for Advanced Energy Studies (CAES).

Performance Measure 1.B.1: Total amount of ongoing state funding received annually at each of the universities to support CAES activities. Benchmark: \$3M

Performance Measure 1.B.2: Total annual research expenditures derived from external funds on CAES activities (broken out by source). Benchmark: 20% increase

Objective 1.C: Expand joint research ventures among the state universities, including EPSCoR and Institutional Development Award (IDeA) related programs.

Performance Measure 1.C.1: Number of sponsored proposals submitted by an Idaho University that involved a subaward with another Idaho institution of higher education (in either direction). Benchmark: 50% increase

Performance Measure 1.C.2: Number of sponsored projects awarded to an Idaho University that involved a subaward with another Idaho institution of higher education (in either direction). Benchmark: 30% increase

# Goal 2: Create research and development opportunities that strengthen the relationship between the state universities and the private sector.

Objective 2.A: Increase the number of sponsored projects involving the private sector.

Performance Measure 2.A.1: Number of sponsored projects involving the private sector. Benchmark: 50% increase

Objective 2.B: Increase access for the private sector to state universities facilities.

Performance Measure 2.B.1: Number of university/private sector facility use agreements (in both directions). Benchmark: 50% increase

Performance Measure 2.B.2: Number of sponsored projects with private sector and an Idaho institution of higher education that involves an award or subaward (in either direction). Benchmark: 50% increase

Performance Measure 2.B.3: Number of student internships with private sector.

Benchmark: 20% increase

#### Goal 3: Contribute to the economic development of the State of Idaho.

Objective 3.A: Increase the amount of university-generated intellectual property introduced into the marketplace.

Performance Measure 3.A.1: Number of technology transfer agreements (as defined by AUTM (Association of University Technology managers)). Benchmark: 15% of invention disclosures

Performance Measure 3.A.2: Number of invention disclosures (including plant varieties). Benchmark: 1 for every \$2M of research expenditures

Performance Measure 3.A.3: Number of patent filings (as defined by AUTM). Benchmark: 33% of invention disclosures

Performance Measure 3.A.4: Number of issued patents. Benchmark: 10% increase over previous 4 year average

Performance Measure 3.A.5: Amount of licensing revenues

Benchmark: \$380,000 (many independent variable contribute to this number, do to public purpose of institutions these numbers do not cover cost of tech transfer)

Objective 3.B: Increase the number of university start-up companies (includes start-up's outside of Idaho).

Performance Measure 3.B.1: Number of start-up companies. Benchmark: 10% of licenses

Performance Measure 3.B.2: Number of employees at startup companies

Benchmark: 10% increase

### Goal 4: Enhance learning and professional development through research and scholarly activity.

Objective 4.A: Increase the number of university and college students and staff involved in sponsored project activities.

Performance Measure 4.A.1: Number of undergraduate and graduate students paid from sponsored projects. Benchmark: 20% increase

Performance Measure 4.A.2: Number of faculty and staff paid from sponsored projects. Benchmark: 20% increase

Objective 4.B: Increase the dissemination of research findings.

Performance Measure 4.B.1: Number of external publications. Benchmark: 20% increase

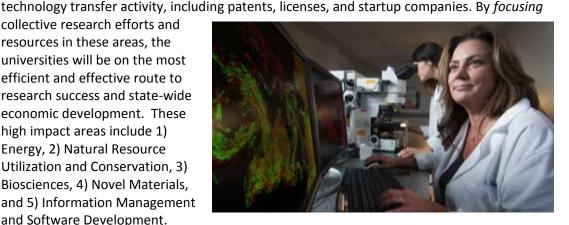
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Performance Measure 4.B.2: Number of theses and dissertations. Benchmark: 10% increase

#### **RESEARCH OPPORTUNITIES**

Idaho's research universities have developed statewide strengths in strategic research areas that have great potential to drive future economic growth and success. The criteria used to select these areas include: number of faculty and qualifications; peer-reviewed publications and impact; infrastructure (facilities, equipment, information technology, staff); external grant and contract funding; academic programs; student involvement; potential benefit to the State; and

collective research efforts and resources in these areas, the universities will be on the most efficient and effective route to research success and state-wide economic development. These high impact areas include 1) Energy, 2) Natural Resource Utilization and Conservation, 3) Biosciences, 4) Novel Materials, and 5) Information Management and Software Development.



Energy: Energy is a critical driver of any economy. The projected increases in the population of the world and increases in the standard of living will produce severe strains on the ability to meet the demands of the next few decades. In addition, finite reserves of fossil fuels and pollution from their combustion requires that alternative sources of energy production be developed. The combination of natural resources in Idaho and presence of the Idaho National Laboratory makes energy a natural area of emphasis. Indeed, the three universities with research capabilities already have extensive research projects in this area. The Center for Advanced Energy Studies is an example of the significant investment the three universities and the Idaho National Laboratory have made to develop expertise in nuclear engineering and safety, biofuel production from dairy waste, geothermal exploration, carbon sequestration, energy policy, and energy efficient structures. Intellectual property has already been generated from these products and is licensed. Further growth in these areas not only takes advantage of the strong base but strongly supports economic development through new markets for new product development

Natural Resource Utilization and Conservation: In the broad field of natural resource utilization and conservation, Idaho's universities have expertise in water resources, agriculture, forestry, recreation, and geophysics and geochemical detection and monitoring of groundwater pollutants. For example, university geologists, ecologists, and policy experts are collaborating on broad-ranging research projects that examine and predict the impact of climate change on Idaho's water resources. As water is essential to agriculture, recreation, the ecosystem, and

human health, the universities have research strength in an area of tremendous societal and economic impact. Agriculture remains an important part of the economy of Idaho. Development of new plant varieties with improved resistance to disease and climate change remain an area of importance as does the development of new feeds for domestic fish production. The often competing demands for preservation and exploitation put on the environment require understanding of the various ecosystems in the state and region as well as societal and economic impacts of policy decisions. The future economic success of the state will rely on a deep understanding of these processes.

Biosciences: Idaho's universities have well-established research programs in selected areas of

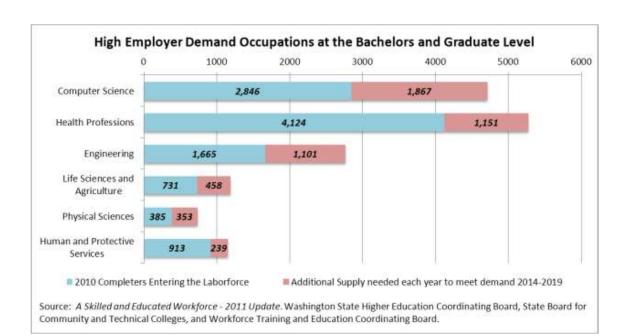
biosciences. Faculty at Idaho University engaged in research related to human health and the treatment of cancer and other genetic related disorders. University microbiologists and



informatics experts are also studying real-time change in pathogenic microorganisms that enable them to become resistant to drugs and chemical toxins thus resulting in worsening human disease and mortality rates as well as in domestic and wild animals, food plants and trees. These phenomena are having a significant negative impact on Idaho's agriculture and forests. Further stress is being put on these important commercial sectors through climate variability. Research in these areas is critical for preserving important economic sectors of Idaho's economy while addressing future global needs.

**Novel Materials:** The global materials industry is worth an estimated \$550 billion, conservatively. Materials revolutionize our lives by offering advanced performance and new possibilities for design and usage. For example, the market for biocompatible materials has grown from a few to \$60 billion in the past decade. Market size is growing for materials in emerging areas such photonic materials, electronic and dielectric materials, functional coatings, and green materials. Materials research in Idaho is conducted by a wide range of scientists in diverse fields. Current materials researchers in Idaho cover a broad spectrum of specializations, including semiconductor device reliability, microelectronic packaging, shape memory alloys, DNA machinery, environmental degradation, materials for extreme environments, biomaterials and bio-machinery, materials characterization, and materials modeling. Nanoscale materials and devices, functional materials and their uses and materials for energy applications are a focus of research throughout the state. These areas of research are highly synergistic with local industries and the Idaho National Laboratory (INL). Access to materials characterization equipment and processing laboratories has resulted in collaborations with small businesses and start-up companies.

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





### EXTERNAL FACTORS: IDAHO RESEARCH ADVANTAGES AND CHALLENGES

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#### **RESEARCH ADVANTAGES**

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

The Idaho National Laboratory (INL) and the Center for Advanced Energy Studies (CAES): Idaho is fortunate to be home to the Idaho National Laboratory, one of only 20 national laboratories in the U.S. The INL's unique history and expertise in nuclear energy, environmental sciences and engineering, alternative forms of energy, and biological and geological sciences and related fields provides an excellent opportunity for research collaboration with Idaho's university faculty in the sciences, engineering, business and other fields.

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

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external support for CAES research that has contributed to both scientific advances and economic development in the state and region.

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

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

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

#### **RESEARCH CHALLENGES**

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

However, it is not only the current recession which threatens Idaho university research. Idaho has relatively few industries, and seems to attract fewer new companies and industries than

other states. When one major sector suffers, as agriculture is at the present time, the entire state suffers. As state institutions, the research universities suffer. Over time, a relatively slow state economy leads to at least two problems: 1) recruitment and retention of faculty, who go to institutions offering higher salaries, more startup money, and



better infrastructure; and 2) aging infrastructure, keeping Idaho researchers behind their national peers in terms of having the most up-to-date facilities and equipment. Without proper infrastructure, Idaho research faculty is at a distinct disadvantage in competing with peers across the nation for federal grants.

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

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

**Vastness of State and Distances Between Schools:** Although the distances between the research universities is not much different from those in other western states, the topography of Idaho increases the time and cost required for travel well beyond those experienced in other states. This fact discourages collaborations between faculty members and administrators at



the different research universities as well as between universities and other entities within Idaho. Although video conferencing can alleviate this problem, there is limited capability at each university. There is also the continuing problem of finding funds to pay for the necessary connectivity between the universities as well as to the world outside of Idaho.

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

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

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

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

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

**Lack of Diversity:** The population of faculty, staff and students at each of the three research universities, like that of the State, is fairly homogeneous. This lack of diversity—be it cultural,

socio-economic or ethnic—hurts the universities and surrounding communities in several different ways. First, it makes recruitment of students, faculty and staff from under-represented groups more difficult. Second, it is noted on accreditation reports and, as such, is a negative reflection on the institution. Finally, it limits the competitiveness of the university in several federal agencies where plans for including under-represented groups in the program are a key element of the proposal.



Performance Measure	FY 2009	FY 2010	FY 2011	FY 2012	FY 2013
Amount of ongoing state funding received annually at each of the universities to support CAES activities	\$1,603,100	\$1.752.943	\$1,741,582	\$1,709,538	\$1,894,080
Number of graduate degrees resulting from CAES-related activities each year	34	59	57	197	211
Annual expenditures derived from external funds on CAES activities	NA	NA	\$4,495,747	\$4,818,337	\$5,849,927
Number of collaborative, sponsored proposals submitted	18	19	16	75	106
Number of collaborative, sponsored projects awarded	14	12	13	53	48
Number of university/private sector facility use agreements (in both directions)	NA	NA	NA	49	840
Number of proposed sponsored projects with private sector	105	95	124	150	157
Number of awarded sponsored projects with private sector	97	128	105	92	108
Number of student internships	1,779	1,931	2,293	2,688	2,905
Number of faculty conducting research in external facilities	NA	NA	NA	99	167
Number of private sector personnel conducting research in residence at university facilities	NA	NA	NA	NA	19
Number of joint university/industry workshops	NA	NA	NA	NA	474
Number of technology transfer agreements	10	25	29	35	26
Number of invention disclosures	39	39	57	55	43
Number of non-disclosure agreements	22	65	50	60	4.5
Number of patent filings	33 29	65 36	58 63	60 41	46 39
Number of issued patents	7	14	16	5	39
Amount of licensing revenues	\$404,772	\$203,201	\$289,798	\$478,891	\$404,153
Number of start-up companies	1	0	1	0	3
Number of jobs created by startup companies	2	0	8	0	12
Number of undergraduate students supported by sponsored projects	NA	NA	972	846	782

Performance Measure	FY 2009	FY 2010	FY 2011	FY 2012	FY 2013
Number of graduate students supported by sponsored projects	NA	NA	1,706	1,610	1,615
Number of faculty and staff PAID BY sponsored projects	778	653	2,121	2,113	2,310
Number of peer-reviewed publications (students and faculty)	203	243	228	1,629	1,442
Number of theses and dissertations	409	446	490	487	563
Number of STEM events promoting research-related activities	NA	NA	NA	NA	467
Number of K-12 students involved in research presentations and instruction	NA	NA	NA	NA	37,686
Number of proposals targeted for research equipment, facilities, and services	18	17	20	16	17
Number of awards for research equipment, facilities, and services	8	14	6	8	8
Amount of space dedicated to research	1,186,019	695,954	879,867	963,253	961,123

#### University of Idaho - FY2013 Research Activity Report

Awards for the Period July 1, 2012 through June 30, 2013

	Federal	State	Industry	Other	Total	% of Grand	% of Sponsor
						Total	Total
Instruction:							
Sponsored Programs	\$ 2,406,587.00	\$ 100,266.00	\$ 20,000.00	\$ 8,778.99	\$ 2,535,631.99		2.86%
	\$ 2,406,587.00	\$ 100,266.00	\$ 20,000.00	\$ 8,778.99	\$ 2,535,631.99	2.13%	
Research:							
Sponsored Programs	\$ 60,366,812.04	\$ 3,592,388.53	\$ 1,871,585.86	\$ 3,721,006.61	\$ 69,551,793.04		78.92%
Sponsored ARRA Stimulus Funding	442,491.00				442,491.00		
Federal Land Grant Appropriations (FFY13)	2,469,263.00				2,469,263.00		
State Research/Endowment Appropriations		15,571,391.00			15,571,391.00		
Subtotal Research:	\$ 63,278,566.04	\$ 19,163,779.53	\$ 1,871,585.86	\$ 3,721,006.61	\$ 88,034,938.04	74.05%	
Public Service:							
Sponsored Programs	\$ 14,524,405.56	\$ 1,358,298.30	\$ 12,572.82	\$ 215,756.61	\$ 16,111,033.29		18.22%
Sponsored ARRA Stimulus Funding	44,889.00				44,889.00		
Federal Land Grant Appropriations (FFY13)	2,505,561.00				2,505,561.00		
State Extension Appropriations		9,659,816.79			9,659,816.79		
Subtotal Public Service:	\$ 17,074,855.56	\$ 11,018,115.09	\$ 12,572.82	\$ 215,756.61	\$ 28,321,300.08	23.82%	
Construction:							
Sponsored Programs			-	-	-	0.00%	0.00%
Total Sponsored Programs Funding & ARRA Funding Only	\$ 77,785,184.60	\$ 5,050,952.83	\$ 1,904,158.68	\$ 3,945,542.21	\$ 88,685,838.32		
Percent of Total Sponsored Programs	88%	6%	2%	4%	100%		100%
Grand Total of All Funding Per Category	\$ 82,760,008.60	\$ 30,282,160.62	\$ 1,904,158.68	\$ 3,945,542.21	\$ 118,891,870.11		
Percent of All Funding	70%	25%	2%	3%	100%	100%	

#### Expenditures for the Period July 1, 2012 through June 30, 2013

	Federal	State	Industry	Other	Institutional	Total	% of Grand	% of Sponsor
							Total	Total
Instruction:								
Sponsored Programs	\$ 3,433,703.66	\$ 82,894.72	\$ 13,878.47	\$ 5,082.56	\$ 416,460.32	\$ 3,952,019.73		4.64%
State Board of Vocational Ed (ARRA Pass Thru)	(5,496.40)					(5,496.40)		-0.01%
Other Sources		\$ 2,000.42			28,601.46	30,601.88		
	\$ 3,428,207.26	\$ 82,894.72	\$ 13,878.47	\$ 5,082.56	\$ 445,061.78	\$ 3,977,125.21	3.08%	
Research:							•	•
Sponsored Programs	\$ 49,453,827.70	\$ 2,912,555.74	\$ 2,254,637.39	\$ 1,105,015.97	\$ 7,031,359.34	\$ 62,757,396.14		73.73%
Sponsored ARRA Stimulus Funding	1,349,432.21					1,349,432.21		1.59%
Federal Land Grant Appropriations	3,182,394.00					3,182,394.00		
State Research Appropriations		13,964,144.86				13,964,144.86		
State Endowment/Other Appropriations		5,019,493.31				5,019,493.31		
Other Sources			349,628.05	1,582,901.13	7,685,603.57	9,618,132.75		
Subtotal Research:	\$ 53,985,653.91	\$ 21,896,193.91	\$ 2,604,265.44	\$ 2,687,917.10	\$ 14,716,962.91	\$ 95,890,993.27	74.29%	
Public Service:								•
Sponsored Programs	\$ 13,923,661.34	\$ 748,216.15	\$ 13,914.17	\$ 81,451.99	\$ 1,609,729.65	\$ 16,376,973.30		19.24%
Sponsored ARRA Stimulus Funding	144,950.22					144,950.22		0.17%
Federal Land Grant Appropriations	2,291,161.17					2,291,161.17		
State Extension Appropriations		9,665,047.58				9,665,047.58		
Other Sources					186,785.60	186,785.60		
Subtotal Public Service:	\$ 16,359,772.73	\$ 10,413,263.73	\$ 13,914.17	\$ 81,451.99	\$ 1,796,515.25	\$ 28,664,917.87	22.21%	
Construction:								•
Sponsored Programs	\$ 517,650.57	\$ -	\$ -	\$ -	\$ 26,735.72	\$ 544,386.29	0.42%	0.64%
Total Sponsored Programs Funding & ARRA Funding Only	\$ 68,817,729.30	\$ 3,743,666.61	\$ 2,282,430.03	\$ 1,191,550.52	\$ 9,084,285.03	\$ 85,119,661.49		
Percent of Total Sponsored Programs	81%	4%	3%	1%	11%	100%		100%
Grand Total of All Funding Per Category	\$ 74,291,284.47	\$ 32,392,352.36	\$ 2,632,058.08	\$ 2,774,451.65	\$ 16,985,275.66	\$ 129,077,422.64	100%	
Percent of All Funding	58%	25%	2%	2%	13%	100%		
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# Sponsored Project Activity Report FY2013

#### Awards for the Period July 1, 2012 through June 30, 2013

	Federal	State	Industry	Other	Total	% of Grand
Activity Type						Total
Instruction:						
Sponsored Programs	\$ 2,560,750	\$ 1,535,731	\$ -	\$ 3,002,459	\$ 7,098,940	22.63%
Research:						
Sponsored Programs*	\$ 12,420,978	\$ 911,572	\$ 106,398	\$ 390,499	\$ 13,829,447	
Construction	\$ -	\$ -	\$ -	\$ -	\$ -	
State Research Appropriations	\$ -	\$ 77,000	\$ -	\$ -	\$ 77,000	
Subtotal Research	\$ 12,420,978	\$ 988,572	\$ 106,398	\$ 390,499	\$ 13,906,447	44.33%
Other Sponsored Activities:						
Sponsored Programs*	\$ 9,066,782	\$ 632,996	\$ 6,999	\$ 655,109	\$ 10,361,886	
Construction					\$ -	
Subtotal Other Sponsored Activities	\$ 9,066,782	\$ 632,996	\$ 6,999	\$ 655,109	\$ 10,361,886	33.03%
Grand Totals	\$ 24,048,510	\$ 3,157,299	\$ 113,397	\$ 4,048,067	\$ 31,367,273	
Percent of Grand Total	76.67%	10.07%	0.36%	12.91%	100%	100%

#### Expenditures for the Period July 1, 2012 through June 30, 2013

		Federal		State		Industry	Other	Totals	% of Grand
Activity Type								Total	
Instruction:									
Sponsored Programs	\$	2,713,777.62	\$	1,391,607.21	\$	492.33	\$ 2,461,781.45	\$ 6,567,658.61	17.68%
Research:									
Sponsored Programs	\$	16,039,458.29	\$	474,134.07	\$	211,464.61	\$ 976,849.32	\$ 17,701,906.29	
Construction	\$	116,846.72	\$	=	\$	-	\$ =	\$ 116,846.72	
State Research Appropriations	\$	-	\$	53,224.16	\$	-	\$ =	\$ 53,224.16	
Subtotal Research	\$	16,156,305.01	\$	527,358.23	\$	211,464.61	\$ 976,849.32	\$ 17,871,977.17	48.12%
Other Sponsored Activities:									
Sponsored Programs*	\$	6,974,960.41	\$	473,642.72	\$	3,286.97	\$ 1,019,093.86	\$ 8,470,983.96	
Construction	\$	4,232,782.56	\$	=	\$	-	\$ =	\$ 4,232,782.56	
Subtotal Other Sponsored Activities	\$	11,207,742.97	\$	473,642.72	\$	3,286.97	\$ 1,019,093.86	\$ 12,703,766.52	34.20%
Grand Totals	\$	30,077,825.60	\$	2,392,608.16	\$	215,243.91	\$ 4,457,724.63	\$ 37,143,402.30	·
Percent of Grand Total		80.98%		6.44%		0.58%	12.00%	100%	100%

<sup>\*</sup>Totals do not include construction project activity. Construction project information has been identified separately.

# Idaho State University Office for Research Economic Development Award Breakdown by Funding Agency Type and Project Type July 1, 2012 through June 30, 2013

	Federal	State	Industry	Other	Totals	Percent of Total
Research	4,801,909	3,473,636	1,712,699	740,416	10,728,660	45%
Training and Instruction	1,645,572	2,234,222	1,698,643	268,692	5,847,129	24%
Other/Public Service	434,106	6,427,694	208,958	288,806	7,359,564	31%
Construction	-	-	-	-	-	0%
Totals	6,881,587	12,135,552	3,620,300	1,297,914	23,935,353	100%
Percent of Total	29%	51%	15%	5%	100%	

File Name: Annual Awards FY2013

### IDAHO STATE UNIVERSITY

SPONSORED PROJECT EXPENDITURE REPORT FY2013

### Expenditures for the Period July 1, 2012 through June 30, 2013

	Federal	State	Industry	Other	Totals	
Training and Instruction	\$7,925,706	\$478,643	\$519,972	\$629,224	\$9,553,545	33%
Research	\$13,205,788	\$116,833	\$937,969	\$663,131	\$14,923,721	51%
Other/Public Service	\$4,207,964	\$148,635	\$295,078	\$5,474	\$4,657,151	16%
Totals	\$25,339,458	\$744,111	\$1,753,020	\$1,297,828	\$29,134,417	
Percent of Total	87%	3%	6%	4%	100%	100%

Number	Institution	<u>PI</u>	<u>Project</u>	Award	Faculty Involved	Students Involved	<u>Patents</u>	Copyrights	<u>Licenses</u>	Options	License or Option Revenue	Start Ups Spin Outs	Industry Involvement	OTT Ref. #
IF11-004	BSU	Greg Hampikian	MSM Micro Pumps	\$ 49,382.00	2	2	Provisionals filed 61/560,603 and 61/507,991; combined for utility filing 13/550,386 on 7/16/12	n/a	n/a	n/a	n/a	n/a	Testing with Lockheed Martin; International MSM Conference held at BSU 6/3	90 and 96 (combined 122)
IF11-010	ISU	Alok Buhshan	Cancer Drug	\$50,000		2	1	0	0	0	0	0	no	n/a
IF11-011	U of I	Stephen L. Love	Propagation Capability	\$ 49,770.00	1	0	N/A	N/A	1	0		Idaho start-up company created around technology. Company called Native Roots, LLC.	Conservation Seeding & Restoration, Inc.	10-023
IF11-012	U of I	Erik R. Coats	Production Facility	\$ 50,000.00	2	1	none filed	N/A	0	0		0	Inventor secured an attional \$120K from Idaho Dairymen and is now using the pilot scale systems in a \$300K / 3 year grant from NSF.	10-019
IF11-013	U of I	Kerry C. Huber	Potato-Based RS	\$ 50,000.00	2	1	Two Patent Cooperative Treaty (PCT) applications filed.	N/A	Being negotiated	0		0	Simplot funded research associated with technology.	09-028 & 10- 004
IF11-016	U of I	Kenneth Cain	Probiotic Bacterial Strains	\$ 33,848.00	1	2	Issue fee for patent allowance paid 7/25/13.	N/A	1	0		0	Clear Springs Foods, Inc.	09-002
IF11-018	U of I	David McIlroy	Nano spring Coatings	\$ 50,000.00	0	1	US utility application filed. Selection of foreign patent applications made in June/July 2013.	N/A	0	1		Idaho start-up company created around technology. Company called MJ3 Technologies, LLC.	Using project results, MJ3 was able to secure \$150K NSF Phase I funding. Some of the tasks under this SBIR awarded are subcontacted to UI.	10-018
IF12-001	BSU	Warren Barrash	Pump n Pack	\$ 50,000.00	2	2	Provisional filed 11/22/10 (61/416,200) and utility filed 9/14/11 (13/232,876); PCT filed but BSU has declined to nationalize	4	n/a	n/a	n/a	n/a	Collaboration with Stanford and Eni; using the IP currently in Italy: PI took this IP to Stanford for funding from Eni (not Boise State)	71
IF12-003	BSU	Greg Hampikian	MSM Micro Pumps	\$ 50,000.00	2	2	Provisionals filed 61/560,603 and 61/507,991; combined for utility filing 13/550,386 on 7/16/12	n/a	n/a	n/a	n/a	n/a	Testing with Lockheed Martin; International MSM Conference held at BSU 6/3	90 and 96 (combined 122)
IF12-005	BSU	Owen McDougal	3 Industrial Cleaners	\$ 49,600.00	1	5	n/a	n/a	n/a	n/a	n/a	n/a	SRA and CDA with BHS Marketing, LLC.	Not disclosed to OTT
IF-12-011	ISU	Doug Wells	electron linear accelerator	\$50,000	4	3	Application filed. 13/100,324. No action from USPTO yet.	0	0	0	0	0	ecify work in joint develo	n/a
IF12-014	U of I	Dean Edwards	A high performance, horizontal plate battery for plug-in, hybrid electric vehicles (PHEVs)	\$ 44,000.00	3	6	none filed	N/A	0	0		0	0	11-006
IF12-015	U of I	Suat Utku Ay	SSLAR Imaging system for surveillance camera markets	\$ 50,000.00	1	2	PCT application filed	N/A	0	0		0	0	08-022 & 09- 016
IF12-017	U of I	Richard Wall	Development of an independent fault monitor to increase safety and marketability of the advanced accessible pedestrian system	\$ 39,400.00	1	4	none filed	N/A	0	0		0	Campbell Company	11-011
IF13-001	U of I	Patrick Hrdlicka	Development of diagnostic kits for gender determination of animal embryos	\$ 50,000.00	1	1	PCT application filed.	N/A	1	0		0	Company name confidential	11-020

IF13-002	U of I	Kenneth Cain	"Natural occurring" probiotic bacterial strains	\$ 50,000.00	1	1	Issue fee for patent allowance paid 7/25/13.	N/A	1	0		0	Aquatic Life Sciences,Inc.; Uath Fisheries Experiemntal Station; and USDA Aquatic animal Health Research Unit conducting fish trials.	09-002
IF13-003	Uofl	An Chen	Development of an energy integrated FRP- confined precast sandwich roof panel for green buildings	\$ 50,000.00	1	2	PCT application filed	N/A	0	0		Results from this project were used to secure a Jear \$1.5 million dollar award from U.S. Dept of Energy (Fficiency & Renewable Energy Office, Project titled "Energy Efficient Integrated FRP-confined Sandwich Roof System"	Missouri Structural Composites, LLC	11-025
IF13-004	U of I	Jon Van Gerpen	Ultrafast fermentation	\$ 45,100.00	1	1	PCT application filed.	N/A	0	1		Idaho start-up company formed around this technology. Company called Ruckus Fermentation, Company.	0	12-002
IF13-005	U of I	Brian He	Advancing glycerol conversion technology for commercialization for sustainable biodiesel industry	\$ 50,000.00	2	1 collaborator (and technology inventor) from MSU-Northern Bio-Energy Center	US utility filed.	N/A	0	0		0	0	11-022
IF13-006	BSU	Tinker	Staph Vaccine	\$ 50,000.00	2	5	Two patents filed (parent 13/328,686 and CIP 13/896,854)	n/a	*Exclusive Technology Brokerage Agreement with Dr. Brian Mitchell	n/a	n/a	n/a	Partnered with DairyTeam Veterinary Consulting; Exclusive Brokerage Agreement for licensing; written in USDA Grant Proposal	93
IF13-007	BSU	Lujan	Bone Fracture Analysis	\$ 27,000.00	1	2	n/a	n/a	n/a	n/a	n/a	n/a		Not disclosed to OTT
IF14-002	BSU	Greg Hampikian	capear killing pullomer	\$ 50,000.00			_							
IF14-004	BSU	Maria Mitkova	Structure to improve	\$ 45,750.00										
IF14-005 IF14-008	BSU BSU	Peter Mullner Gang-Ryung Uh	Integral 3-D straing	\$ 45,750.00 \$ 45,800.00										
IF14-009	ISU	Guang Yan	Cationic Prodrugs	\$50,000	1	1	0	0	0	0	0	0	no	n/a
IF14-012	U of I	Patrick Hrdlicka	Production of gender-	\$ 50,000.00	1	1	PCT application filed.	N/A	1	0		0	Company name	11-020
IF14-013	U of I	Daniele Tonina	Thermal scour-deposition chain	\$ 45,800.00	1	2 collaborators (and technology inventors) from the US Forest Service and former student now at CH2M Hill.	US utility application filed.	N/A	0	0		0	CH2M Hill and US Forest Service Rocky Mountain Research Station	12-009

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#### **SUBJECT**

Board Policy I.J. Use of Institutional Facilities and Services – First Reading

#### **REFERENCE**

February 2011 Board approved first reading of amendments to Board policy

I.J. specific to the alcohol possession and consumption

section in relation to NCAA events.

April 2011 Board approved second reading of amendments to Board

policy I.J. specific to the alcohol possession and

consumption section in relation to NCAA events.

### APPLICABLE STATUTE, RULE, OR POLICY

Idaho State Board of Education Governing Policies & Procedures, Section I.J. Use of Institutional Facilities and Services with Regard to the Private Sector.

#### **BACKGROUND/DISCUSSION**

Board Policy I.J. specifies that institution facilities should be used for educational purposes related to the mission of the institution and not directly competitive with services and facilities reasonably available from the private sector. Questions have arisen regarding the facilities use that may be in competition with the private sector and providing educational experiences related to the program of study the student may be enrolled in.

To address these questions, amendments are being proposed that indicate the facilities may be used in competition with the private sector; however, said use must be to the benefit of a specific education program of the institution.

#### **IMPACT**

Approval of the changes will allow for clarity in the administration of this Board policy.

#### **ATTACHMENTS**

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

Page 3

#### STAFF COMMENTS AND RECOMMENDATIONS

Following the request by Idaho State University to operate the Bengal Pharmacy at the February 2013 Board meeting, there was discussion regarding the need to further clarify the language in Board policy I.J. Additionally, during the work on amendments to Board policy V.M. Intellectual Property, there was some confusion regarding the prohibition to compete with the private sector in Board policy I.J. and the Board's interest in facilitating the movement of intellectual property out of the institutions. It has been clarified with those concerned that this language is specific to the use of facilities and the management of intellectual property is controlled through Board policy V.M.

Staff recommends approval.

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I move to approve Facilities and Service	•	•			al
Moved by	Seconded by	Carried	d Yes	No	

Idaho State Board of Education
GOVERNING POLICIES AND PROCEDURES
SECTION: I. GENERAL GOVERNING POLICIES AND PROCEDURES
SUBSECTION: J. Use of Institutional Facilities and Services with Regard to the Private Sector

April 2011 February 2014

- 1. Use of Institutional Facilities and Services
  - a. Consistent with education's primary responsibilities of teaching, research, and public service, the institutions, under the governance of the State Board of Education and Board of Regents of the University of Idaho (Board), have and will continue to provide facilities and services for educational purposes. Such services and facilities, when provided, should shall be related to the mission of the institution and not directly competitive with services and facilities reasonably available from the private sector, unless said use is for the benefit of a specific educational program of the institution and the institution has received prior Board approval. The institutions' provision of services and facilities should be educationally related. In addition, the Board recognizes that the institutions have a role in assisting community and economic development in a manner that supports the activities of the private sector. To this end, cooperation with local, state, and federal agencies is encouraged. A short term rental or lease of facilities for private use is not prohibited.
  - b. Priority and guidelines for use of institutional services and facilities is as follows:
    - i. Institutionally sponsored programs and projects.
    - ii. Community programs or projects of an educational nature where the services or facilities provided by the institutions are directly related to the teaching, research, or service mission of the institution.
    - iii. Local, state, or federally sponsored programs and projects.
    - iv. The institutions will maintain a list of special events, services and facilities provided in those special events, the sponsor's name, the date of the use, and the approximate number of persons attending. This list will be available for public inspection. Individual institutional policies should be adopted in accordance with this general philosophy and policy statement of the Board. To this end, a coordinated effort between the public and private sector is encouraged.
- 2. Possession, Consumption, and Sale of Alcohol Beverages at Institutional Facilities
  - a. Board Administrative Rules IDAPA 08.01.08 provides requirements relative to alcoholic beverages on campus grounds. Said rules generally prohibit the possession or consumption of alcoholic beverages in areas open to and most commonly used by the general public on campus grounds. The rules authorize

the Board to waive the prohibition pursuant to Board policies and procedures. 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 this policy. The grant of any such waiver shall be determined by the chief executive officer ("CEO") only in compliance with this Policy and in accordance with the provisions set forth herein, and not as a matter of right to any other person or party, in doing so, the chief executive officer must ensure that the decisions to allow possession and consumption of alcoholic beverages are consistent with the proper image and the mission of the institution.

- b. Each institution shall maintain a policy providing for an institutional Alcohol Beverage Permit process. For purposes of this policy, the term "alcoholic beverage" shall include any beverage containing alcoholic liquor as defined in Idaho Code Section 23-105. Waiver of the prohibition against possession or consumption of alcoholic beverages shall be evidenced by issuance of a written Alcohol Beverage Permit issued by the CEO of the institution which may be issued only in response to a completed written application therefore. Staff of the State Board of Education shall prepare and make available to the institutions the form for an Alcohol Beverage Permit and the form for an Application for Alcohol Beverage Permit which is consistent with this 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. An Alcohol Beverage Permit may only be issued to allow the sale or consumption of alcoholic beverages on public use areas of the campus grounds provided that all of the following minimum conditions shall be met. An institution may develop and apply additional, more restrictive, requirements for the issuance of an Alcohol Beverage Permit.
  - i. An Alcohol Beverage Permit may be granted only for a specifically designated event (hereinafter "Permitted Event"). Each Permitted Event shall be defined by the activity planned, the area or location in which the activity will take place and the period of time during which the activity will take place. The activity planned for the Permitted Event must be consistent with the proper image and mission of the institution. The area or location in which the activity will take place must be defined with particularity, and must encompass a restricted space or area suitable for properly controlling the possession and consumption of alcoholic beverages. The time period for the activity must be a single contiguous time period for a separate defined occurrence (such as a dinner, a conference, a reception, a concert, a sporting competition and the like). An extended series of events or a continuous activity with no predetermined conclusion shall not be a Permitted Event. The area or location of the Permitted Event, the restricted space or area therein for possession and consumption of alcoholic beverages and the applicable time periods for the Permitted Event must each be set forth in the Alcohol Beverage Permit and in the application therefore.

- ii. The serving of alcoholic beverages must be part of a planned food and beverage program for the Permitted Event, rather than a program serving alcoholic beverages only. Food must be available at the Permitted Event. Consumption of alcoholic beverages and food cannot be the sole purpose of a Permitted Event.
- iii. Non-alcoholic beverages must be as readily available as alcoholic beverages at the Permitted Event.
- iv. A Permitted Event must be one requiring paid admission through purchase of a ticket or through payment of a registration fee, or one where admission is by written, personal invitation. Events generally open to participation by the public without admission charges or without written personal invitation shall not be eligible for an alcoholic beverage permit. Only persons who have purchased a ticket or paid a registration fee for attendance at a Permitted Event, or who have received a written invitation to a Permitted Event, and who are of lawful age to consume alcoholic beverages, will be authorized to possess and consume alcoholic beverages at the Permitted Event.
- v. Permitted Events which are generally open to the public through purchase of a ticket (such as sporting events, concerts or other entertainment events) must set out a confined and defined area where alcoholic beverages may be possessed and consumed. For such events, the defined area where alcoholic beverages may be possessed and consumed shall be clearly marked as such, and shall be separated in a fashion that entry into the area and exit from the area can be controlled to ensure that only those authorized to enter the area do so and that no alcoholic beverages leave the area. Only those individuals lawfully attending the Permitted Event who are of lawful age to consume alcoholic beverages may be allowed into the defined area, provided that such individuals may be accompanied by youth for whom they are responsible, but only if such youth are, at all times, under the supervision and control of such individuals. For such events there shall be sufficient space outside of the area where alcoholic beverages may be possessed and consumed to accommodate the participating public who do not wish to be present where alcoholic beverages are being consumed.
- vi. No student athletic events, (including without limitation NCAA, NIT, NAIA and intramural student athletic events) occurring in college or university owned, leased or operated facilities, or anywhere on campus grounds, shall be Permitted Events, nor shall a Permitted Event be allowed in conjunction with any such student athletic event.
- vii. An Alcohol Beverage Permit for a Permitted Event to which attendance is limited to individuals who have received a personal written invitation, or to those who have registered to participate in a particular conference (for example, a reception, a dinner, an exclusive conference) may allow alcoholic beverages to be possessed and consumed throughout the area of the event,

provided that the area of the event is fully enclosed, and provided further that the area of the event must be such that entry into the area and exit from the area can be controlled to ensure that only those authorized to enter the area do so and that no alcoholic beverages leave the area. Additionally, the area of the Permitted Event must not be open to access by the general public, or to access by persons other than those properly participating in the Permitted Event.

- viii. Application for an Alcohol Beverage Permit must be made by the organizers of the event. Such organizers must comply with all applicable laws of the State of Idaho and the local jurisdiction with respect to all aspects of the event, including the possession sale and consumption of alcoholic beverages.
- ix. The Alcohol Beverage Permit, any required local catering permit, and applicable state or local alcoholic beverages permits shall be posted in a conspicuous place at the defined area where alcoholic beverages are authorized to be possessed and consumed.
- x. The sale, service and consumption of alcoholic beverages at a Permitted Event shall be confined to the specific event, area or activity identified on the Beverage Permit application. Any alcoholic beverages allowed at a Permitted Event shall be supplied through authorized contractors of the organizers (such as caterers hired by the organizers). In no event shall the institution supply or sell alcoholic beverages directly. In no event shall the general public or any participants in a Permitted Event be allowed to bring alcoholic beverages into a Permitted Event, or leave the defined area where possession and consumption is allowed while in possession of an alcoholic beverage.
- xi. The person/group issued the Beverage Permit and the contractors supplying the alcoholic beverages shall assume full responsibility to ensure that no one under the legal drinking age is supplied with any alcoholic beverage or allowed to consume any alcoholic beverage at the Permitted Event. Further, the person/group must provide proof of insurance coverage, including host liquor liability and liquor legal liability, in amounts and coverage limits sufficient to meet the needs of the institution, but in no case less than \$500,000 minimum coverage per occurrence. Such insurance must list the permitted person/group, the contractor, the institution, the State Board of Education and the State of Idaho as additional insured's, and the proof of insurance must be in the form a formal endorsement to the policy evidencing the coverage and the required additional insured's.
- xii. The Alcohol Beverage Permit shall set forth the time at which sale, service, possession and consumption of alcoholic beverages will be permitted, which times shall be strictly enforced. Service and sale of alcoholic beverages shall stop at a time in advance of the time of closure of the event sufficient to allow an orderly and temperate consumption of the balance of the alcoholic

beverages then in possession of the participants of the event prior to closure of the event.

- xiii. These guidelines shall apply to both institutional and non-institutional groups using institutional facilities.
- c. The sale or consumption of alcoholic beverages on campus grounds in conjunction with NCAA football games may be permitted with prior Board approval. Each year an institution that wishes to seek Board approval must present a written proposal to the Board, at the Board's regularly scheduled June Board meeting, for the ensuing football season. The proposal must include detailed descriptions and drawings of the areas where events which will include alcohol service will occur. The Board will review the proposal under the following criteria and, upon such review, may also apply further criteria and restrictions in its discretion. An institution's proposal shall be subject to the following minimum conditions:
  - i. The area must be for sponsors to entertain clients/guests for home football games. Attendance is limited to adult patrons and guests who have received a personal written invitation and must not be open to access by the general public.
    - For pre-game events held in institution stadium suite areas, only patrons who hold tickets to seats in the area shall be allowed into the area during games.
  - ii. The event must be conducted during pre-game only, no more than three-hours in duration, ending at kick-off.
    - For events held in institution stadium suite areas, the sale of alcohol must begin no sooner than three hours prior to kick off and must end at the start of the 4<sup>th</sup> quarter to allow for an orderly and temperate consumption of the balance of the alcoholic beverages then in possession of the participants of the game prior to the end of the game.
  - iii. The event must be conducted in a secured area surrounded by a fence or other methods to control access to and from the area. There must be no more than two entry points manned by security personnel where ID's are checked and special colored wrist bands issued. A color-coded wrist band system must identify attendees and invited guests, as well as those of drinking age. Unless otherwise specifically approved annually by the Board, under such additional terms and conditions as it sees fit, no one under the legal drinking age shall be admitted into the alcohol service and consumption area of an event. The area shall be clearly marked and shall be separated in a fashion that entry into the area and exit from the area can be controlled to ensure that only those authorized to enter the area do so and that no alcoholic beverages leave the area.

For events held in institution stadium suite areas adult patrons may be accompanied by youth for whom they are responsible, but only if such youth are, at all times, under the supervision and control of such adult patrons.

- iv. Companies involved in the event must be sent a letter outlining the location and Board alcohol policy. The letter must state the minimum drinking age in Idaho is 21 and that at no time should such companies allow any underage drinking and/or serving of alcohol to visibly intoxicated persons.
- v. Alcohol-making or -distributing companies are not allowed to sponsor the event. In no event shall the institution supply or sell alcoholic beverages directly. In no event shall invitees or participants in such event be allowed to bring alcoholic beverages into the area, or leave the defined area where possession and consumption is allowed while in possession of an alcoholic beverage.
- vi. The food provider must provide TIPS trained personnel who monitor the sale and consumption of all alcoholic beverages to those of drinking age. Any required local catering permit, and applicable state or local alcoholic beverage permits, shall be posted in a conspicuous place at the defined area where alcoholic beverages are authorized to be possessed and consumed.
- vii. Food must be available at the event. Non-alcoholic beverages must be as readily available as alcoholic beverages.
- viii. Security personnel located throughout the area must monitor all alcohol wristband policies and patron behavior.
- ix. Event sponsors/food providers must be required to insure and indemnify the State of Idaho, the State Board of Education and the institution for a minimum of \$2,000,000, and must obtain all proper permits and licenses as required by local and state ordinances. All applicable laws of the State of Idaho and the local jurisdiction with respect to all aspects of the event, including the possession, sale and consumption of alcoholic beverages, must be complied with. Event sponsors/food providers supplying the alcoholic beverages shall assume full responsibility to ensure that no one under the legal drinking age is supplied with any alcoholic beverage or allowed to consume any alcoholic beverage at the event. Further, event sponsors/food providers must provide proof of insurance coverage, including host liquor liability and liquor legal liability, in amounts and coverage and coverage limits sufficient to meet the needs of the institution, but in no case less than \$500,000 minimum coverage per occurrence. Such insurance must list the event sponsor/food provider, the institution, the State Board of Education and the State of Idaho as additional insureds, and the proof of insurance must be in the form of a formal endorsement to the policy evidencing the coverage and the required additional insureds.

- x. A report must be submitted to the Board annually after the conclusion of the football season before consideration is given to the approval of any future requests for similar events on home football game days.
- d. The sale or consumption of alcoholic beverages on campus grounds in conjunction with NCAA football bowl games shall be permitted only with Board approval under the same conditions i. through x, as described in subsection c. above, except that the minimum amount of insurance/indemnification shall be \$5,000,000.
- e. Within residential facilities owned, leased or operated by an institution, the CEO may allow the possession or consumption of alcoholic beverages by persons of legal drinking age within the living quarters of persons of legal drinking age. Consumption of alcohol shall not be permitted in the general use areas of any such residence facility. Possession of alcohol within the general use areas of a residential facility may only be done in a facility where consumption has been authorized by the CEO, and such possession shall be only as is incidental to, and reasonably necessary for, transporting the alcohol by the person of legal drinking age to living quarters where consumption is allowed. The term "living quarters" as used herein shall mean, and be limited to, the specific room or rooms of a residential facility which are assigned to students of the institution (either individually or in conjunction with another room mate or roommates) as their individual living space.
- 3. Alcohol-making or -distributing companies shall not be allowed to advertise goods or services on campus grounds or in any institutional facilities.

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#### **SUBJECT**

Idaho Division of Professional Technical Education Interim Administrator Appointment

### APPLICABLE STATUTE, RULE, OR POLICY

Idaho State Board of Education Governing Policies and Procedures IV.E.

#### **BACKGROUND/DISCUSSION**

Todd Schwarz, the current Administrator for the Division of Professional Technical Education (PTE), has accepted a position with the College of Southern Idaho, effective January 1<sup>st</sup>, 2014. The Board office has initiated a search for a new Administrator. Staff anticipates it will take a minimum of two months to complete the process with a targeted start date for the new Administrator no later than July 1, 2014.

The Executive Director is recommending the appointment of Dr. Vera McCrink as the Interim Administrator during the hiring process. Dr. McCrink has served as the Associate Administrator for PTE since October 2010. Dr. McCrink has a long history of service to the state and professional-technical education, as outlined in Attachment 1. Her appointment to the interim position will assure continuity for PTE throughout the hiring process.

#### **ATTACHMENT**

Attachment 1 – Dr. Vera McCrink Resume

Page 3

### STAFF COMMENTS AND RECOMMENDATIONS

There is no prohibition for the interim appointment to apply for the Administrator position.

Staff recommends approval.

#### **BOARD ACTION**

I move to appoint Dr. Vera McCrink as the Interim Administrator for the Division of Professional-Technical Education and to set her salary at \$44.95/hr (\$93,496 annually), effective January 1, 2014.

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### Resume Vera A. McCrink, Ph.D.

### **Education**

- 2000 Ph.D. with a major in Education, University of Idaho, Moscow, ID
- 1995 M.Ed. with a major in Vocational Education, University of Idaho, Moscow, ID
- 1992 B.S. with a major in Management/Health Care, Park University(formerly Park College), Parkville, MO
- 1982 A.A.S. with a major in Respiratory Therapy, Sinclair Community College, Dayton, OH
- 1975 Diploma, Entry-Level Respiratory Therapist Program, Miami Valley Hospital, Dayton, OH (transcript not available)

### **Professional Experience**

<u>October 2010 – Present, Associate Administrator</u>, Idaho Division of Professional-Technical Education (PTE), Boise, ID

#### <u>Milestones</u>

- Worked with Administrator to develop the Framework which depicts the connection of secondary and postsecondary PTE student learning outcomes.
   Working on operationalizing this Framework.
- Actively involved with the Technical College Leadership Council (TCLC) with membership of the six technical college Deans, working toward a vision of a Technical College System.
- Streamlined and defined process for postsecondary curriculum changes including documents and timelines.
- Worked with Tech Prep Task Force to gather input for changes needed in this advanced learning opportunity. Assisted with changes to Board policy and will work toward operationalizing changes beginning fall 2013.
- Led state-wide initiative for the C3T grant through the Department of Labor (DOL). Set agendas, facilitated discussions, updated action items, moved the grant project forward on the proper timeline. Assured involvement of the DOL, PTE Deans, Department Chairs, faculty, and grant writers. Kept the Office of the State Board informed of progress. Worked through difficult issues that arose.
- Worked with Administrator and Chief Fiscal Officer to re-write the PTE Strategic Plan to align with the State Board's strategic plan. Kept in the forefront the PTE hallmarks of the secondary go-on rates and the postsecondary job placement rates. Helped to develop the operational planning for the PTE Strategic Plan by defining the performance measures and benchmarks.
- Assisted with updating the annual Performance Measurement Report for the Division of Financial Management through the State Board of Education office.

- Attended CAAP meetings to provide PTE input. Worked with the State Board of Education Chief Academic Officer on policy changes to assured PTE's needs were addressed.
- Conducted searches for several positions in PTE that included announcement review, selection and oversight of screening committees, developing questions for interview, interviewing candidates, and checking references of finalists. Worked through several personnel issues and attended Progressive Discipline Guidance workshop.
- Oversee the Workforce Training Network including the development of a strategic plan, data collection, and routine meetings to help foster a Technical College System approach to non-credit offerings.
- Presented the PTE opening address for the annual PTE Summer Conference June 2011.
- Attended meetings of the Workforce Development Council, Region II, III, and IV Superintendents, and CWI Advisory Council.
- Member of the Data Management Council, Common Core Development Committee, and STEM Summit Planning group.
- Worked with Administration to develop a re-working of the "10" system used by the secondary schools to initiate, track, and request reimbursement for the partial added-cost funding of secondary PTE programs.
- Served on the search committee for the Eastern Idaho Technical College President. Reviewed applications, interviewed semifinalists, and interviewed finalists with the State Board of Education Chair and another State Board of Education member.

### July 2009 - October 2010, PTE Division Dean, College of Western Idaho

#### Milestones

- Developed CWI Faculty Orientation through facilitation of general education and PTE Department Chairs.
- Developed PTE Calendar to include timelines and processes.
- Facilitated and oversaw the process of Program Viability. Developed executive summary of all programs remaining on the Boise State University campus and presented results to the CWI College Council.
- Collaboratively developed a prioritized capital list for the PTE Division using a "zero-based budgeting" approach.
- Actively involved in development of the FY10 PTE budget and the Perkins budget. Reviewed and approved expenditures.
- Developed form, timelines, tracking, and process for submitting special course fees.
- Revised and refined the Program Assessment Report to include information on Technical Advisory Committees, tying capital requests to student learning outcomes, tying professional development requests to Assessment Report, developed Division-wide goals, tracking and analysis to Technical Skill Assessment results, and developed timelines for review and submission.

- Developed a process for detailed analysis of program enrollment, retention, and placement. Used PTE reports to determine data needed and developed framework for the analysis and reporting of data.
- Provided leadership and oversight of the Advanced Learning Partnership (ALP) committee. Developed focus, implemented online marketing, included President Glandon from CWI to discuss the need for Tech Prep.
- Conducted annual Technical Advisory Committee (TAC) breakfast, inviting CWI Trustees, Executive Team, Chairs, faculty, and all TAC members

**2007 – June 2009, Dean**, Larry G. Selland College of Applied Technology, Boise State University

#### <u>Milestones</u>

- Worked with BSU, CWI, and PTE on the transfer of the Selland College to CWI.
- Conducted college-wide addresses to facilitate communication and to provide a forum for questions regarding the transfer of the college.
- Conducted weekly meetings with the Center Managers to plan and make decisions regarding instruction.
- Developed a new 8-year plan with a thorough justification for each new program and option that will become the basis for CWI.
- Re-organized the college to reflect the organizational structure for the transfer to CWI.
- Finalized new syllabus standards spring 2007 through an ad-hoc committee of faculty and Center Managers. Oversaw the implementation of the new syllabus standards effective spring 2008.
- Oversaw the planning for the faculty in-service fall 2007 and spring 2008.
   Sessions included student advising, demonstration of new curriculum software, program assessment, and a guest speaker discussing the topic "Coping with Change".
- Implemented the Program Assessment process for each program with a deadline of November 2007 incorporating a standardized format.
- Finalized new job description for faculty and developing implementation criteria to use the new format for faculty evaluations beginning spring 2009.
- Continued to oversee the New Faculty Orientation that includes a half-day initial meeting, monthly meetings, and a faculty handbook for resource information.
- Initiated lunch meetings with six to eight employees at a time to promote an open atmosphere for questions and concerns during the transition to CWI
- Oversaw the planning and implementation of the Selland College Career Fair with a record number of participants (800 vs 423 the previous year).
- Participate in monthly meetings with the Technical College Leadership Council to discuss issues for post-secondary technical education.

- Convened the Selland Advisory Council monthly to "advise, assist, and be critical advocates" of the college through the transfer to CWI.
- Initiated and oversaw the Advanced Learning Partnership for Region III. The purpose of the Partnership is to promote and support linkages between secondary and postsecondary professional-technical education programs.
- Attended Technical Advisory Committee meetings for the credit and noncredit programs.

**2006-2007: Associate Dean of Instruction**, Larry G. Selland College of Applied Technology, Boise State University

#### Milestones

- Initiated and led the Salary Equity Committee that developed a Selland policy for faculty salary equity.
- Initiated and led the Syllabus Standards Committee. Standards were developed with an implementation fall 2007.
- Initiated and led the Faculty Workload Policy Committee. Researched best practices and developed policy.
- Oversaw Faculty In-Service for fall semester 2006 and spring semester 2007.
- Revised admission criteria for the Practical Nursing program and implemented fall 2006.
- Began the oversight of Program Assessment plan implementation.
- Led the Related Instruction initiative that changed the curriculum for every program in the college to meet North West Commission on Colleges and University's accreditation requirements.

<u>1999 – 2006: Center Manager</u>, Centers for Culinary Arts, Health and Human Services, and Horticulture Technology, Larry G. Selland College of Applied Technology, Boise State University

#### Milestones

- Refined the curriculum change process for the college.
- Responsible for representing all college curriculum changes to the University Curriculum Committee.
- Initiated format change to Boise State catalog to list all certificate and degree options for the Selland College.
- Initiated and continue to refine and coordinate the New Faculty Orientation and Faculty Handbook.
- Developed and implemented the Practical Nursing program working collaboratively with the Department of Nursing, Enrollment Management and Student Success, University Curriculum Committee, Faculty Senate, SDPTE, Registrar, Admissions, Financial Aid, Canyon County, and the Bookstore.
- Initiated and managed the process for program closure for the Entry Level Respiratory Therapist program.

- Developed Collaborative Agreement with the Center for Horticulture Technology and the Idaho Botanical Garden to define the benefit to the Horticulture program and the Botanical Garden from the close location of each.
- Developed articulation agreement with the University of Idaho Landscape Architecture program and the Horticulture program. The agreement allows Horticulture A.A.S. graduates to transfer to U of I and receive a B.S. degree in Architectural Landscaping with 3 additional years.
- Served on Charting the Course: A Strategic Vision for Boise State University to develop the strategic plan for the University.
- Served on the New Chairs Orientation steering committee to design and implement an orientation program for new Boise State University department Chairs.
- Served on the State Division for Professional Technical Education Allied Health Professions Council.
- Awarded the Fredrick Helmholtz Research Award through the American Association for Respiratory Care for my research on pre-major admission criteria affecting student success in Entry-Level Respiratory Therapist programs.

<u>1995-1999: Program Director</u>, Entry-Level Respiratory Therapist Program, Larry G. Selland College of Applied Technology, Boise State University

#### Milestones

- Developed the Associate Degree option for the program.
- Coordinated a successful accreditation site visit.
- Implemented computer-based simulations for lab exercises.

<u>1991-1995: Director of Clinical Education</u>, Entry-Level Respiratory Therapist Program, Larry G. Selland College of Applied Technology, Boise State University

### **Milestones**

- Expanded clinical sites.
- Developed clinical handbook.
- Developed consistent clinical grading system used by all clinical sites.

<u>1990-1991: Clinical Instructor</u>, Kettering College of Medical Arts and Sinclair Community College, Dayton, OH

1984-1991: Respiratory Therapist, Miami Valley Hospital, Dayton, OH

<u>1982-1984: Instructor</u>, Entry-Level Respiratory Therapist Program, Miami Valley Hospital, Dayton, OH

1976-1982: Respiratory Therapist, Miami Valley Hospital, Dayton, OH

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#### **SUBJECT**

State Authorization Reciprocity Agreement

### APPLICABLE STATUTE, RULE, OR POLICY

Title 33, Chapter 24, Idaho Code

#### **BACKGROUND/DISCUSSION**

In October 2010, the US Department of Education issued regulations indicating that postsecondary institutions must follow existing state authorization regulations and that all institutions offering education in other states be able to demonstrate that they had the approval to serve students in each of those other states. While Idaho statute only requires registration of postsecondary institutions with a physical presence in Idaho, many states require postsecondary institutions that offer online courses and do not have a physical presence in their state to be authorized. In some states, the authorization regulations and fees can be quite extensive, generally requiring the addition of dedicated staff at the institution to manage the process of applying and maintaining authorization in multiple states.

Consistent with their collaborative missions, the four existing regional higher education interstate compacts in collaboration with other national groups have explored the possibility of a multi-state reciprocity agreement to help states and complex issues institutions in navigating the surrounding authorization. The compacts include the Midwestern Higher Education Compact (MHEC), the New England Board of Higher Education (NEBHE), the Southern Regional Educational Board (SREB), and the Western Interstate Commission for Higher Education (WICHE). The compacts operate with the express purpose of expanding educational opportunity within their respective regions. The four regional compacts have agreed to collaborate to provide regional reciprocity. Similarly, the four regional compacts have agreed to collaborate to provide interstate reciprocity, covering all participating states and territories. belongs to WICHE.

#### **IMPACT**

Signing onto the State Authorization Reciprocity Agreement would allow postsecondary institutions, with a physical presence based in Idaho, to then also sign onto the agreement. Institutions that participate in the agreement may offer online courses in states, other than their home state, that also participate in the agreement without paying additional fees for state authorization in those states.

### **ATTACHMENTS**

Attachment 1 – State Authorization Reciprocity Agreement Page 3
Attachment 2 – Application Procedures for State Membership Page 20

#### STAFF COMMENTS AND RECOMMENDATIONS

Idaho statute currently requires only institutions with a physical presence in Idaho to register with the state. Idaho institutions located in Idaho are required to

register in many of the states in which they offer online classes. Should Idaho sign onto the reciprocity agreement, Idaho's public and private institutions would voluntarily be able to sign onto the agreement. Once signed onto the agreement, they would be able to offer online courses in other states participating in the agreement without paying additional fees in those states.

While there is no fee for Idaho to sign onto the agreement, there will be additional resources used to manage the oversight requirements of the agreement. Currently, the authorization duties conducted by the Board office are supported through the registration fee currently collected; any additional resources would be covered through additional fees charged to institutions who wish to participate in the agreement. Institutions that are currently required to register with the State would continue to register through the current process. Institutions who wish to participate in the reciprocity agreement would be required to follow the current process and pay an additional fee based on the size of the institution that would go to support WICHE's role in the management of the agreement, as well as the national collaboration efforts. Should Idaho choose not to sign onto the agreement, no institution based in Idaho would have the opportunity to sign onto the agreement.

Should the Board approve participation in the agreement; staff will work to develop the necessary complaint resolution policy, and policies addressing catastrophic events that result in the closure of the institutions. Once the policies have been developed, the Board office will initiate the application procedures.

Staff recommends approval.

### **BOARD ACTION**

I move to authorize Idaho join the Western Interstate Commission for Higher Education State Authorization Reciprocity Agreement and to authorize the Executive Director to sign the agreement on behalf of the Board.

Moved by Seconded by Carried Yes I	No
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### Western Interstate Commission for Higher Education STATE AUTHORIZATION RECIPROCITY AGREEMENT

Finalized November 1, 2013

#### PREAMBLE

Americans deserve and require access to high quality postsecondary education, not only because the economic vitality of the nation depends upon how well our population is educated but because a well educated population also contributes greatly to the social and civic vitality of the nation.

Historically, the federal government, state governments, and the postsecondary education community through its accrediting processes and organizations have collaborated to assure that the providers of higher education services were meeting standards of quality and access to serve the nation and its citizens well. Through this triad of quality oversight efforts, the federal government has accepted responsibility for assessing the financial viability of education providers; the states have accepted primary responsibility for assuring that students, as the consumers of educational services, are protected from fraud, abuse, or inadequate provision of services by educational providers; and the educational community through accreditation has accepted responsibility for assuring the adequacy of educational services offered by educational providers.

This three way collaboration has traditionally worked well to assure reasonable quality, accountability, and consumer protection.

As the nature of postsecondary education has evolved, particularly since the advent of the Internet and the exponential growth of education offered "off campus," each leg of the federal triad has faced challenges, but the states' role in assuring consumer protection has come under particular scrutiny. What state is responsible when an institution physically located in one state (the traditional criteria for state oversight) provides education in other states?

To clarify the federal government's understanding of state responsibilities in this regard, in October 2010 the U.S. Department of Education issued regulations indicating that, consistent with existing federal law, states were responsible for all education offered to residents within their state boundaries, regardless of where this education "originated." This regulation appropriately applied to all types of postsecondary education for which students qualified for federal student assistance, regardless of the sector or level of higher education. While this was consistent with existing law, it was counter to the way in which many states were overseeing education; relatively few states were either overseeing or were even aware of the substantial amount of education being provided within their boundaries by institutions from other states.



This clarification of federal expectations had major implications for postsecondary institutions and states. In addition to existing state regulations, there was now a clear federal requirement that all institutions offering education in other states be able to demonstrate that they had the approval to serve students in each of those other states. With the expansion of distance education (via Internet-based education, telecommunications, or other means) many institutions increasingly served students from other states. While some institutions had sought and received such authorizations, in many cases at substantial expense, most institutions offering such instruction had not done so. This federal clarification, therefore, had significant potential implications for institutions, including incurring the costs of securing and maintaining such approvals to operate and the substantial time and effort in securing such authorizations. In some cases access for students to quality higher education was eliminated if their institution decided not to incur the cost of complying. States also faced substantial new expectations, with the potential of thousands of institutions requesting approval from all states,

52 well exceeding the management capacity of current state authorization agencies.

Although a federal district court has vacated this regulation and an appeals court affirmed the lower court's decision, those rulings dealt only on technical issues regarding the Department of Education's processes for notification in development of the regulation. The Department's ultimate authority to regulate in this area was upheld. The Department has indicated through Dear Colleague letters and in Notice of Proposed Rulemaking that it continues to believe strongly in the role of the states in overseeing the delivery of these educational services. While it will not enforce the regulation as originally written, some form of the regulation will likely emerge that addresses the court's concerns but maintains a strong state role in overseeing all education delivered within a state's boundaries.

Despite the difficulties arising from the federal regulatory action, the federal expectation of a strong state role in authorization makes sense. This is, in fact, an appropriate state role and responsibility with or without the federal mandate. Consistent with their collaborative missions, the four existing regional higher education interstate compacts are uniquely positioned to quickly and effectively assist on this issue. The compacts include the Midwestern Higher Education Compact (MHEC), the New England Board of Higher Education (NEBHE), the Southern Regional Educational Board (SREB), and the Western Interstate Commission for Higher Education (WICHE). The compacts operate with the express purpose of expanding educational opportunity within their respective regions. We believe that states within a region, working together and agreeing on terms of engagement and collaboration, can trust each other to work cooperatively and consistently toward reciprocally accepting each others' authorization of institutions to operate. Similarly, the four regional compacts have agreed that they will collaborate to provide regional reciprocity, as well, thus interstate reciprocity will extend throughout the country to cover all participating states and territories. Trust, thus, becomes a guiding principle for a state authorization reciprocity agreement. Trust, however, requires confidence that each of the partners takes seriously its responsibilities with regard to authorizing only institutions that provide high quality education, whether that is through traditional campus-based classroom experiences or through technology mediated or off-campus based experiences.

Similarly, this agreement presumes the efficacy of the triad of federal, accreditation, and state oversight of quality within American higher education.

This State Authorization Reciprocity Agreement (SARA), therefore, is built upon these three



partnerships: the first being between each higher education regional compact's member states and territories as reciprocal partners, the second being agreement between the four higher education regional compacts, and finally the partnership between nationally recognized accreditors, the federal government, and the states.<sup>1</sup>

#### Definitions

A good agreement must be easily and consistently understood by all partners. Definitions of terms, therefore, become very important. Throughout this agreement, where references are made to terms that might be interpreted differently by different partners, definitions are included in footnotes to ensure maximum transparency.

### This is a Voluntary Agreement

This agreement establishes reciprocity between willing regional compact member states and territories that accept each others' authorization of accredited institutions to operate in their states to offer educational services beyond state boundaries. Participation in this agreement is entirely voluntary on the part of the state. This agreement is intended to facilitate expanded access to high quality distance education opportunities for students by improving state policy and operational mechanisms. This agreement applies only to educational services provided by institutions outside of their home state boundaries, and in no way affects the unique processes that states may use to authorize institutions to operate or to *exempt* institutions from oversight within their own state.

Just as participation at the state level is voluntary, so too is participation at the institution level. Institutions that wish not to subject themselves to the level of oversight consistent with interstate reciprocity can opt not to participate and thus either choose not to provide educational services beyond the boundaries of their state or to seek separate authorization to operate in those states in which they wish to offer educational services.

#### **Benefits of Reciprocity**

Significant benefits accrue to students, institutions and states as the current lack of uniformity in the patchwork of state regulation is improved through sharing in common, high quality and consistently applied processes and standards.

 Institutions reap financial benefits by no longer having to engage in the confusing and duplicative process of seeking approval to operate on an individual, case-by-case basis in

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<sup>&</sup>lt;sup>1</sup> SARA is an agreement among states and territories; it is not an agreement among institutions. Institutions need to seek authorization from their home state to participate in the reciprocity agreement.

<sup>&</sup>lt;sup>2</sup> **Exempt** means: an institution that by state regulation is not required to have a full approval to operate within the state based on meeting certain criteria in that state. Exempt institutions will not be eligible to participate in the State Authorization Reciprocity Agreement unless they seek and obtain approval from their home state to operate under the terms of this agreement.



each state in which it serves students.

• States benefit by maintaining their rights and responsibilities to assure quality programs are offered by institutions within their state. States also benefit by focusing their limited resources on the oversight of institutions within their state, regardless of where that institution serves students. As the number of institutions serving students in multiple states continues to increase, state regulatory offices would find it difficult to conduct meaningful reviews and on-going oversight of the hundreds, if not thousands, of out-of-state institutions operating in their states.

• Students benefit as lower costs for institutions mean fewer costs passed on to students. Without reciprocity, some students have found their options limited as institutions choose not to serve students in states with onerous authorization requirements. With reciprocity, regulators focus their reviews on their "home state" institutions, thus students can have more confidence in the review process and assurance that complaints will be handled and resolved.

Ultimately, the quality of postsecondary education is reflected in the outcomes derived from education. Quality outcomes result from quality processes, however, and state authorization reciprocity focuses on both the processes that enable students to acquire the pertinent knowledge and skill as well as the outcomes that demonstrate the acquisition of knowledge and skills.

### **Partnerships**

WICHE is indebted to the Presidents' Forum and Council of State Governments (CSG) for their work in the early development of this agreement. With support from Lumina Foundation, the Presidents' Forum and CSG were the first organizations to attempt fashioning a national approach to interstate reciprocity. Building on their seminal work, WICHE and the other three regional compacts established a framework for the four regional interstate compacts to achieve this same objective, but doing so through these four longstanding, well respected compacts. The Commission on Regulation of Postsecondary Distance Education took the product of these two preceding efforts, improved upon them and brought the entire community around the ideas encompassed in the Commission's final report, <u>Advancing Access through Regulatory Reform: Findings, Principles, and Recommendations for the State Authorization Reciprocity Agreement (SARA).</u> WICHE SARA has been crafted to reflect precisely the same intent captured in the report and WICHE is grateful to the Commission for its leadership in setting out this new state authorization framework.

#### PURPOSES OF STATE AUTHORIZATION RECIPROCITY

The State Authorization Reciprocity Agreements build upon and strengthen the existing efforts of states, accrediting bodies, and the federal government to facilitate expanded access to high quality education by:



- 1. Establishing common, high quality and consistently applied processes and standards endorsed by participating states, which are efficient and cost-effective;
- 2. Providing for consumer protection and a complaint resolution process;
- 3. Providing for the uniform collection and sharing of information between and among member states for the purposes of assuring adequate quality for education services provided by institutions operating outside of their home state boundaries;
- 4. Reducing barriers to innovation in educational delivery;
- 5. Increasing access to postsecondary education and degree completion.

#### RESPONSIBILITIES OF THE REGIONAL COMPACTS AND THE RECIPROCATING STATES

### Responsibilities of the Regional Compacts

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Each of the regional higher education compacts manages reciprocity between its member states<sup>3</sup> in the acceptance of state authorization from all reciprocating states that meet the criteria for reciprocity as defined in this agreement. Each compact will establish a regional State Authorization Reciprocity Agreement (SARA) steering committee. Within W-SARA, the regional steering committee is composed of one representative from each state participating in the reciprocity program selected by the regional compact's commissioners from that state, and sufficient additional members selected by the regional compact's commissioners from a slate developed by WICHE's President to represent communities of interest in this agreement that have not been included naturally through the selection process outlined above. Examples of communities of interest include, but are not limited to: state regulators, accreditors, institutions from all sectors of higher education, and state government. Steering committee members' terms of service are determined by the WICHE Commission.

Three states (New Jersey, New York, and Pennsylvania), the District of Columbia, and all of the U.S. territories and protectorates except for the U.S. Pacific Territories and Freely Associated States, which are members of WICHE, do not currently belong to a regional compact. They all have access to all federal education programs and thus are captured at least by the federal government's interest in this set of regulatory issues. These states and territories, subsequently referred to as "non-affiliated" states in this agreement, have the option of paying a \$50,000 annual fee to align with one of the regional compacts so that they can participate in the reciprocity agreement. If they do so, they will each have one representative on the respective compact's regional steering committee. WICHE encourages these states and territories to align with the regional compact most geographically proximate to each of them. Should one or more of these states or territories decide to align with W-SARA, WICHE will honor their request and will also comply if they subsequently desire to shift their alignment to another regional compact. W-SARA's steering committee will establish the criteria for state participation in this reciprocity

<sup>&</sup>lt;sup>3</sup> **State** means: any state, commonwealth, district, or territory of the United States.



program and will adjust these criteria, as appropriate, over time. A WICHE state seeking to participate in W-SARA will submit a plan as to how it will meet the criteria for participation. The regional steering committee will review the plan and work with the state to improve the plan until the committee is able to recommend its approval by the WICHE Commission The steering committee also recommends other procedural details and actions regarding participation in SARA to the WICHE Commission.

W-SARA will develop processes for informing states of the requirements for joining the regional reciprocity agreement, accepting states into the reciprocal arrangement, rejecting states from acceptance into the reciprocal arrangement, sanctioning states that fail to meet fully the requirements for participation, and dismissing from the reciprocal arrangement states that fail to respond to concerns that they are not meeting the requirements for participation. These processes must include a process for appeal in the event that a state disagrees with the compact's decision. All states entering into the reciprocity agreement will be reviewed on at least a biennial basis by W-SARA to assure that their authorization processes and participating institutions continue to meet all of the criteria for inclusion in the reciprocity agreement.

The program will be operated by WICHE under its bylaws, consistent with all other programs that are under its control. WICHE will oversee the agreement within its own region.

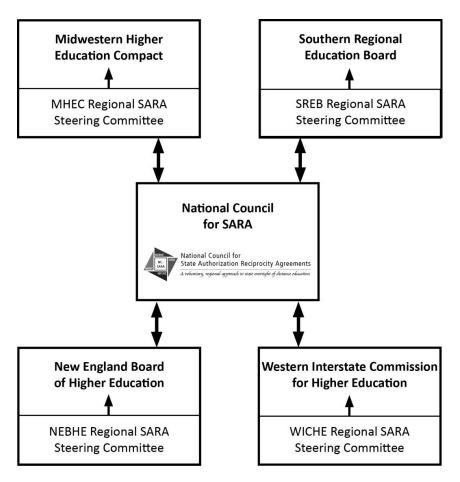
#### Creating Reciprocity Nationwide

The four regional compacts jointly accept the responsibility for working together and with states and territories that currently do not belong to a regional compact, for the purposes of harmonizing the State Authorization Reciprocity Agreement across the regions and assuring that the quilt of regional agreements covers the nation as a whole. This includes creating an organizational structure for the coordination of efforts between these various entities, the National Council for State Authorization Reciprocity Agreements (NC-SARA). The Council's board members include the chief executive officers of each of the regional organizations, four individuals representing the principle partners in creating SARA – the Presidents' Forum, the Council of State Governments, the State Higher Education Executive Officers and the Commission on Regulation of Postsecondary Distance Education, and up to 15 additional members selected to represent the diversity of stakeholders in state authorization of institutions to operate beyond state lines, including state authorizing entities, accreditors, institutions from all sectors of postsecondary education, and state government.

Below is a diagram of how this network of collaborative efforts fit together to provide a nationwide framework. An organizational flow chart follows.



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This organizational structure works as follows. The states are the principal guardians of consumer protection. They are responsible for developing processes for authorizing and overseeing all accredited degree granting postsecondary education<sup>4</sup> institutions<sup>5</sup> within their state that wish to offer distance education outside the state's boundaries. The regional W-SARA Steering Committee develops processes for recognizing<sup>6</sup>, for purposes of reciprocity in

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<sup>&</sup>lt;sup>4</sup> **Postsecondary education** includes all education beyond high school and includes all public, non-profit private, and for-profit private institutions as well as all institutions offering certificates, diplomas, and/or degrees. For purposes of this reciprocity agreement, however, institutional participation will be restricted only to degree granting institutions.

<sup>&</sup>lt;sup>5</sup> *Institution* means: a college, university, or other postsecondary education institution or collection of such entities doing business as one organization, with an institutional identification from the Office of Postsecondary Education within the U.S. Department of Education (OPEID).

<sup>&</sup>lt;sup>6</sup> **Recognize** means: states participating in the reciprocity agreement agree to accept each other's institutional authorization decisions.



state authorization, states that demonstrate that they have developed and operate agencies that appropriately *authorize*<sup>7</sup> and oversee all degree granting postsecondary education institutions within their state that wish to offer distance learning outside state boundaries. The National Council (NC-SARA) will develop processes for recognizing reciprocity between regional SARAs, for assuring that each SARA is appropriately overseeing the states within its regional reciprocity agreement, and for harmonizing procedures among the regions to make the reciprocal recognition of state authorization as seamless and uniform as possible for institutions.

#### Responsibilities of the Reciprocating States

States participating in this reciprocity agreement have two major areas of responsibility.

<u>Authorizing Responsibility</u>: First, the states must assure that they have appropriate laws, policy, practice, and processes for authorizing all *accredited*<sup>8</sup> postsecondary education institutions that operate from their state. The state is defined as the *home state*<sup>9</sup> for all institutions claiming the state as its principle location for accreditation purposes. This includes authorizing all distance learning activities of these institutions not only in the home state, but in all other states (defined as *host states*<sup>10</sup>) in which the institutions provide distance learning. After initial authorization, the home state must review the institution every year for the purposes of affirming or denying authorization. To demonstrate a state's adequacy in authorizing institutions, the state must demonstrate to the regional SARA that it meets all of the criteria for authorizing institutions outlined in the next section of this agreement.

#### **Physical Presence**

 One of the most difficult tasks in crafting an interstate agreement on state authorization is determining what activities an institution can or cannot conduct in a state, whether those activities be at a distance or face-to-face. While states use different monikers for these criteria used to determine which activities are allowed in a state, they tend to fall under the notion of "physical presence." It is imperative, therefore, to clearly define what "physical presence" means for institutions participating in SARA for two reasons: 1) because institutions with a physical presence in a host state will not be eligible for reciprocal authorization; and 2) to clearly define what activities can be conducted in a state as a result of participating in this

<sup>&</sup>lt;sup>7</sup> **Authorized** means: holding a current valid charter, license or other written document issued by a state, federal government or government of a recognized Indian tribe, granting the named entity the authority to issue degrees.

<sup>&</sup>lt;sup>8</sup> **Accredited** means: holding institutional accreditation by name to offer distance education as a U.S.-based institution from an accreditor recognized by the U.S. Department of Education. Only institutions holding such accreditation can participate in interstate state authorization reciprocity.

<sup>&</sup>lt;sup>9</sup> *Home State* means: a state where the institution holds its principal institutional accreditation.

 $<sup>^{10}</sup>$  *Host State* means: a state in which an institution operates under the terms of this agreement, other than the home state.



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291		As stipulated in the final report of the National Commission, "for purposes of the
292		interstate reciprocity agreement, the definition of "physical presence" should be limited
293		to the ongoing occupation of an actual physical location for instructional purposes or the
294		maintenance of an administrative office to facilitate instruction in the state."
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296		
297	The	following sections describe the activities that may or may not be considered as physical
298	pres	ence that an institution participating in SARA can or cannot conduct in other states that
299	are	part of the Agreement.
300		
301	Acti	vities in a Host State Not Considered to be Physical Presence and Thus Allowed by SARA
302		·
303	If an	institution is authorized by its home state and that home state is an approved participant
304		ARA, the institution is eligible to conduct the following activities in any of the SARA states.
305		sical presence is not triggered in a state participating in this agreement by any of the
306	-	owing activities:
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308	1.	Courses offered at a distance, be they online, through the United States mail or similar
309		delivery service, and that do not require the physical meeting of a student with
310		instructional staff in a host state.
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312	2.	Academic offerings among institutions from SARA states that are participating in a
313		consortia agreement approved by each of those participating institutions.
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315	3.	Advertising to students within a state, whether through print, billboard, direct mail,
316		internet, radio, television or other medium.
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318	4.	Recruiting (e.g., hosting or attending recruitment fairs).
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320	5.	An educational experience arranged for an individual student, such as a clinical,
321		practicum, residency, or internship, so long as the institution has obtained all the
322		necessary professional and licensure approvals necessary to conduct the learning
323		opportunity in the state, no more than ten students from an institution are physically
324		present simultaneously at a single field site, and there is no multiyear contract
325		between the institution and the field site.
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327	6.	An educational field experience arranged for a group of students that are participating
328		in campus-based programs in another state.
329		
330	7.	An offering in the nature of a short course or seminar, if instruction for the short
331		course or seminar takes no more than twenty classroom hours.
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333	8.	A portion of a full-term course for which no more than two meetings, totaling less than

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334 six hours, take place in a setting where the instructor and students physically meet 335 together. 336 337 9. Course offerings by an accredited institution on a U.S. military installation, limited to active and reserve military personnel, dependents of military personnel, and civilian 338 employees working on the military installation. 339 340 341 10. Operation of a server, router or similar electronic service device when such device is not housed in a facility that otherwise would constitute a physical 342 presence; the presence of a server or similar pass-through switching device in a 343 344 state. 345 11. Having faculty, adjunct faculty, mentors, tutors, recruiters, or other personnel residing 346 in a state. The presence of instructional faculty in a state, when those faculty offer 347 entirely online or other distance-education instruction and never meet their students in 348 349 person for educational purposes while in that state, does not establish a presence of 350 the institution in that state or an offer of a course or program from that state for 351 purposes of this agreement. 352 12. Requiring a student to take a proctored exam at a location or with an entity in the host 353 354 state prescribed by the institution. 355 356 13. Having a contractual arrangement in a state. 357 358 Physical Presence Activities in a Host State Not Covered by SARA 359 For purposes of this agreement, any of the following activities in a host state are not covered 360 361 by this agreement since they constitute a "physical presence." An institution would be 362 subject to the laws and regulations of each individual state in which it conducts these activities: 363 364 1. Establishing a physical location in a state for students to receive synchronous or 365 366 asynchronous instruction; or 367 2. Requiring students to physically meet in a location in the state for instructional 368 purposes as required for the course, except as noted in 6 above; or 369 370 3. Establishing an administrative office in the state, including: 371 372 373 a. Maintaining an administrative office in the state for purposes of 374 providing information to prospective students or the general public about the institution, enrolling students, or providing services to 375 enrolled students; 376 377 378 b. Providing office space to instructional or non-instructional staff; or

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c. Establishing an institutional mailing address, street address, or phone number in the state.

 <u>Complaint Resolution Responsibility</u>: The states must assure that they have reasonable processes for monitoring authorized institutions and for addressing and redressing complaints or concerns that are raised concerning authorized institutions. To demonstrate a state's adequacy in monitoring and adjudicating the actions of authorized institutions, the state must demonstrate to W-SARA that it meets all of the *criteria for monitoring and adjudicating actions of authorized institutions, as outlined in the next section of this agreement.* 

#### CRITERIA FOR STATE AUTHORIZATION AND OVERSIGHT

The previous section introduced the responsibility of states in two essential, related, but distinctly different types of activities: authorization of accredited institutions to operate and oversight of institutions that are authorized to operate. Because the criteria for these two functions differ, they are detailed separately in this section.

#### Criteria for Authorizing Institutions to Operate and to Continue Operating

 Academic Integrity: States wishing to participate in this regional interstate reciprocity agreement must accept accreditation by a federally-recognized accrediting agency as both necessary and sufficient evidence of reasonable institutional academic quality for purposes of delivering services outside their home state or receiving services from other states participating in the reciprocity agreement. Accreditation, therefore, will be acceptable evidence of adequate quality assurance for initial acceptance into W-SARA with respect to curriculum, measurement and achievement of student learning outcomes, award of credit, faculty qualifications, student support services, and academic support services. States that wish to require more documentation for their home institutions certainly have the prerogative of doing so, but for purposes of reciprocal acceptance of institutional authorization from other states to offer educational services beyond state boundaries, accreditation by an accrediting agency recognized by the U.S. Secretary of Education upon the advice of the U.S. Department of Education's National Advisory Council on Institutional Quality and Integrity (NACIQI) must be accepted as sufficient evidence of reasonable institutional academic quality. Additional criteria to be used in resolving student academic complaints about an institution are provided in the complaint section below.

<u>Financial Integrity</u>: States wishing to participate in this interstate reciprocity agreement will agree to accept the standards established by the federal government for demonstrating financial responsibility. The U.S. Department of Education considers a public institution to be financially responsible if its debts and liabilities are backed by the full faith and credit of the state or other government entity. The school must provide the Department with a letter verifying the backing from the state, local, or municipal government entity, tribal authority, or other government entity that has the legal authority to make that designation. While accrediting associations also collect financial information, the federal government has



developed a robust and well-accepted process for assessing independent, nonprofit and for-profit institutions' financial data based on audited financial statements. Relying on this federal information provides a high quality mark that is updated annually and reduces redundancy of reporting by institutions, thus reducing administrative burden. All institutions deemed financially responsible by the federal government for participation in federal Title IV programs, with a composite financial responsibility score of 1.5 or better, will be deemed financially responsible for purposes of approval to operate within the State Authorization Reciprocity Agreement. Institutions with a federal composite financial responsibility score of 1.0 to 1.5 may be deemed conditionally financially responsible for up to two years within the State Authorization Reciprocity Agreement if the home state, upon broad review of the institution's financial information, determines that the institution's financial condition is sound. No institution with a federal composite financial responsibility score less than 1.0 will be considered eligible for interstate reciprocity, even if it has been deemed to be Title IV eligible by the U.S. Department of Education. Any institution that wishes to participate in the State Authorization Reciprocity Agreement but that does not have an established federal composite financial responsibility score because it has chosen not to participate in federal Title IV programs must be determined by the state authorizing entity in its home state to be financially responsible based on audited financial information and calculations comparable to those used by the U.S. Department of Education.

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<u>Consumer Protection</u>: The triad of federal, accreditation, and state quality oversight gives states the lead responsibility for protecting consumers of postsecondary education. Some elements of consumer protection are accomplished within institutional accreditation and within federal oversight, but the primary responsibility for protecting consumers lies with states. The potential adverse consequences for the citizens of the states are so significant that these criteria cannot be assigned solely to either the accreditors or the federal government. States must demonstrate that they maintain responsibility for:

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455 456 Recruitment, Marketing, and Other Institutional Disclosures: To qualify for acceptance into the State Authorization Reciprocity Agreement, a state must demonstrate that institutions authorized by the state are held accountable for and have attested to the veracity and adequacy of the institutions' recruitment material, marketing efforts, and other institutional disclosures. This must include each institution being held accountable for and attesting to at least the following:

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 Providing full information about institutional and program requirements in a format that prospective students and the public can easily understand and access.

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 Assuring that program advertisements and promotional information include all special or exceptional program requirements.

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 Ensuring that job placement and related salary information are supported by evidence of their accuracy and efficacy.



- Providing information on programs that prepare students for licensed professions that explicitly states whether the program, including clinical or experiential practice, meets licensure standards in all states in which the institution has students enrolled.
- Monitoring and accepting responsibility for assuring professional conduct of recruiting and marketing staff.
- Disclosing institutional and programmatic accreditation status and providing a brief explanation of what the accreditation status means along with the respective accreditor's information.

*Tuition, Fees, and Other Charges:* With respect to tuition, fees, and other charges, states require their authorized institutions do at least all of the following:

- Disclose all tuition, fees, and other costs associated with attendance, including fees and costs that are unique to specific programs of study.
- Publish clear policies and practices regarding refunds to students, including transparent and readily available information on refund deadlines and refund amounts.
- Provide accurate and complete information about financial aid available to students attending the institution, including all forms of financial aid (grants, scholarships, loans, and work-study) and the sources (institutional, private philanthropic, state, and federal) of each form of aid.

Admissions: To qualify for acceptance into the State Authorization Reciprocity Agreement, a state must demonstrate that it assesses the efficacy of the admissions process for every institution seeking new or renewal of authority to serve students via distance delivery in other states. Admissions criteria must include at least the following:

- Clearly stated and comprehensive requirements for admission to the institution must be available to prospective students and this information must also be available as applicable for programs resulting in a certificate, degree, or diploma.
- Reasonable assurance the admitted students have the capacity to succeed in the program(s) to which they are accepted.

Complaints and Concerns: To qualify for acceptance into the State Authorization Reciprocity Agreement, a state must assure that it requires all institutions seeking authorization to demonstrate that they do at least all of the following with respect to complaints against the institution and resolution of such complaints:



- Establish and sustain a complaint procedure that includes clearly understood and published processes for lodging a complaint, both within the institution, to the state authorizing entity, and to the institution's accrediting agency;
- Establish and sustain processes within the institution for responding appropriately to complaints and for documenting their resolution;
- Establish and sustain a process for reporting formal complaints and their
  resolution to the state authorizing entity, including procedures that ensure that
  an institution's complaint resolution process has been exhausted before the
  complaint is elevated to the state authorizing entity; and
- Establish and sustain a process for working with the state authorizing entity on resolving complaints that have been lodged and not resolved with that entity.

In addition to requiring institutions to provide such assurances of responsiveness to consumer complaints, the state must demonstrate that it has processes for following up on both formal complaints that it receives and on concerns that come to the attention of the state authorizing entity. The state must demonstrate that it is prepared to accept and act on all legitimate complaints and concerns registered with the state agency with regard to an institution that it has authorized for operation, whether the education provided by the institution was provided in the home state or in a host state. The state authorizing entity must have processes for responding to complaints and concerns from students as consumers, institutions, accrediting agencies, other states within the reciprocity program, the federal government, or other interested parties. Because the states have the primary responsibility for consumer protection and because the accrediting bodies focus more directly on institutional issues, rather than individual student or consumer complaints, it is the responsibility of the state to follow up on all legitimate complaints. The responsibility includes complaints not only related to violations of the consumer protection requirements or of financial solvency of the institution but also include academic standards initially established with an institution's accreditation.

With respect to resolving complaints regarding academic standards, all states participating in the State Authorization Reciprocity Agreement will be guided by the guidelines for the evaluation of distance education (on-line learning) adopted by the Council of Regional Accrediting Commissions (C-RAC), which is composed of all of the regional accrediting associations. Abiding by the C-RAC guidelines will ensure that the guidelines used by accreditors for initial authorization of institutions by the state will be consistent with the guidelines used by states in responding to complaints or concerns lodged with them regarding matters of academic integrity. If deemed necessary in the future, SARA can review and replace these guidelines with guidelines that are consistent with those used by other entities in reviewing institutional practices.

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The state must demonstrate that it accepts affirmative responsibility to promptly report, as appropriate, complaints and concerns to both the institutions about which the complaints/concerns were lodged and, as appropriate, to the body that accredits the institution. While the host state is not responsible for following up on complaints regarding an institution operating within the state but based elsewhere, the host state must have a process of transferring such complaints that it receives to the home state that has authorized the institution to operate. The home state is responsible for informing the host state of the status or outcome of a complaint lodged through the host state. While primary responsibility is thus vested with the host state in following up on consumer complaints, nothing in this agreement abrogates a host state from also pursuing a complaint if it believes that it should do

#### Criteria for Overseeing Authorized Institutions

As important as assuring that institutions seeking authority to operate within a state are fit for this purpose is the responsibility of the state to assure that the institution abides by the assurances and commitments it made in seeking authorization.

<u>Complaints</u>: The state must periodically demonstrate at least every other year to its State Authorization Reciprocity Program that the formal complaint process on which it was approved works effectively to protect students from possible institutional malfeasance, abuse, incompetence, or criminality. This must include evidence of at least the following:

• Evidence that consumers (students and subsequent employers) have reasonable access to information about the complaint process.

 Documentation of: 1) all formal complaints received, 2) notifications of complaints provided to institutions and accrediting agencies, and 3) complaint resolutions.

 Demonstration that complaint resolutions were appropriate to the severity and veracity of the complaints, including punishment and restitution for violations (within clearly described guidelines) including specific criteria for the termination of authorization to operate.

The W-SARA steering committee will establish the specific criteria for these reporting requirements.

Concerns: State authorizing entities, on occasion, become aware of potential problems or possible violations of state authorization, either through staff inquiries or other sources. It is the affirmative obligation of the state entity to address appropriately such concerns. All states participating in a regional State Authorization Reciprocity Agreement must periodically demonstrate that they have clear and well documented policies and practices for addressing such concerns, and that they have followed these policies and practices, consistent with the processes identified in the preceding paragraph. Each regional SARA steering committee will



establish the specific criteria for these reporting requirements.

 Catastrophic Responses: State authorizing entities must respond on occasion to catastrophic events at one or more of the institutions that they oversee. All states must periodically demonstrate to their regional SARA entity that they have clear and well documented policies and practices for addressing such catastrophic events, including at least the following.

 • In the event of the unanticipated closure of an institution, that the state has a process for assuring that students receive the education they contracted for or reasonable financial compensation for what they did not receive. Such assurances can come in various forms – tuition assurance funds, surety bonds, teach-out provisions, etc. – and they can come from individual institutional requirements, multi-institutional cooperatives, or state-supported activities. A participating state can choose its own approach, but it must demonstrate regularly that the approach it has selected adequately protects students as consumers.

 The state entity must also assure that it either requires institutions to have disaster recovery plans, particularly with respect to the protection of student records, or that the state provides such a plan.

#### **Financing SARA**

To finance the expenses of establishment, organization, and ongoing activities and to assist states in fulfilling their roles in the State Authorization Reciprocity Agreement, the National Council for SARA (NC-SARA) has the authority to collect fees. Fees are collected from institutions from SARA member states that have chosen to participate in the Agreement and have been authorized by the appropriate state entity.

These fees will be managed and distributed by NC-SARA and will be guided by the following principles:

A. Participation in SARA does not infringe upon the right of any member state to charge fees to its home state institutions to cover the costs associated with review, approval, and monitoring of operations of institutions in its state. The home state shall retain all such fees.

B. Institutions operating in states other than their home state under the provisions of this agreement shall pay a SARA fee annually to the NC-SARA.

C. The SARA fees will be sufficient, in aggregate, to fund the operational expenses associated with the NC-SARA and the regional compacts' SARA related work and will be low enough to encourage institutional participation in this activity.



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647	D.	The SARA fee will be standardized across all regions.
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649	After receiv	ing input from each regional compact and participating states and institutions, NSC-SARA
650	will annuall	y approve and publish the SARA fee schedule for institutions.
651	The SARA fe	e will use a graduated scale based upon the number of students enrolled in or served by
652	an institutio	n. The tier levels and the metrics to measure students will be determined by the NC-
653	SARA and op	enly published as part of the fee schedule. Current estimates of the fee for the initial
654	year of oper	ation are \$2,000 for institutions with fewer than 2,500 FTE students, \$4,000 for
655	institutions	with between 2,500 and 4,999 FTE students, and \$6,000 for institutions with enrollments
656	of 10,000 FT	E students or more.
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659	Such are th	e criteria for participating in the State Authorization Reciprocity Agreement. Any of the
660	states who	meet these criteria, and are deemed to have done so by the relevant SARA steering
661	committee	will be accepted into this reciprocal agreement.



### Application Procedures for State Membership in SARA

#### **Application**

A state that wants to apply for membership in the State Authorization Reciprocity Agreement (SARA) must submit to its *Regional* education compact's SARA office a **SARA State Application** form. Include with that form the following documents:

- A. A copy of the statutory or other legal authority for the state entity signing the agreement to enter into an interstate agreement, and \_\_\_\_ Evaluator checkoff
- B. A copy of the complaint investigation and resolution process to be used to handle all complaints resulting from institutional operations (public and nonpublic) under SARA. Evaluator checkoff

#### **Appeals**

A state that wants to appeal an adverse decision by its regional compact on its SARA membership application or its operations under SARA is eligible to appeal to the National Council for SARA under procedures to be developed by the Council.

### Requirements for State Membership in SARA

To be accepted into a regional **State Authorization Reciprocity Agreement**, a state must agree that it can and will operate under the criteria for state membership established in the Regional agreements. The requirements for state membership are set forth below. For purposes of SARA, the term "state" includes the District of Columbia and the organized U.S. Territories.

#### A. BASIC ELIGIBILITY OF STATES

- The state must be a member of one of the four interstate higher education regional compacts that administer SARA, or must have concluded an agreement with such a compact covering SARA activity.
   Evaluator checkoff
- 2. The state entity responsible for joining SARA must have the legal authority under state law to enter an interstate agreement on behalf of the state. Evaluator checkoff

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#### **B. FUNCTIONAL RESPONSIBILITIES OF STATES**

- 3. The state accepts institutional accreditation by an accrediting body recognized by the U.S. Secretary of Education as sufficient, initial evidence of academic quality for approving institutions for participation in SARA.
- 4. The state considers applications from degree-granting institutions of all sectors (public, private non-profit, and private for-profit) on the same basis and approves institutions that meet SARA standards and agree to SARA processes and commitments without differentiating by sector.
- 5. For private institutions, the state accepts an institutional federal financial responsibility rating of 1.5 (or 1.0 with justification) as sufficient financial stability to qualify for participation in SARA.
- 6. The state has a clearly articulated and comprehensive state process for consumer protection in regard to SARA activities, both with respect to initial institutional approval and on-going oversight, including the resolution of consumer complaints in *all sectors*. \_\_\_\_\_ Evaluator checkoff

**NOTE**: The problem-solving methods need not be identical for all institutions, as different boards or agencies may be involved depending on the nature of the problem, but the authority of the state to resolve complaints related to SARA activity must be substantially the same for all institutions.

7. The state designates a "portal agency" as defined in SARA policies and standards to coordinate SARA matters for the state and provide a principal point of contact for resolution of student complaints.

Evaluator checkoff

**NOTE**: The designated agency need not itself be responsible for all oversight activities of SARA providers inside the state, but will be the SARA portal for that state.

- 8. The state agrees that it will work cooperatively with other SARA states, regional compacts and NC-SARA to enable success of the initiative. It will follow up on requests for information or investigation from other SARA member states or any SARA regional or national office, providing such data or reports as are required.
- 9. The state agrees that it will not impose on an institution operating under SARA from another state any requirements, standards, fees or procedures other than those set forth in SARA policies and rules. This does not preclude the state from enforcing its laws against nondomestic institutions in non-educational subject areas outside those covered by SARA.
- 10. The state agrees to require each SARA applicant institution to apply for state approval using the standard SARA institutional application and agree to operate under the *Interregional Guidelines for the Evaluation of Distance Education*, summarized in SARA policy 5(2)1-9.
- 11. The state agrees to serve as the default forum for any SARA-related complaint filed against an institution approved by the state to participate in reciprocity. The state's SARA portal agency is responsible for coordinating any such efforts and is empowered to investigate and resolve complaints that originate outside of the state. All other state agencies and governing boards of SARA participant institutions shall assist as

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necessary in such investigations and report as needed to the portal agency. State remedies, if any, including refunds or other corrective action, must be available to resolve complaints involving residents of other states.

- 12. The state agrees to document:
  - a) all formal complaints received;
  - b) complaint notifications provided to institutions and accrediting agencies;
  - c) actions taken that are commensurate with the severity of violations; and
  - d) complaint resolutions.
- 13. The state agrees that it will promptly report complaints and concerns to the institutions about which the complaint is lodged, the home state SARA portal agency responsible for any such institution and, if appropriate, the relevant accrediting bodies.
- 14. The state has clear and well-documented policies for addressing catastrophic events affecting the institutions for which it is responsible. All states must periodically demonstrate to their regional SARA entity that they have clear and well documented policies and practices for addressing such catastrophic events. Such assurances can come in various forms tuition assurance funds, surety bonds, teach-out provisions, etc. and they can come from individual institutional requirements, multi-institutional cooperatives, or state-supported activities. A participating state can choose its own approach, but it must demonstrate that the approach it has selected adequately protects students as consumers. The state entity must also assure that it either requires institutions to have disaster recovery plans, particularly with respect to the protection of student records, or that the state provides such a plan. The state may request assistance from the institution's accreditor as the accreditor applies its standards under §602.24(c) of federal requirements for catastrophic events. A SARA member state agrees to apply its existing recovery and compensation standards and remedies equally to students of SARA institutions who are residents of any state. \_\_\_\_\_\_\_Evaluator checkoff

Application for State Membership in State Authorization Reciprocity Agreement (SARA)

State:
Portal Agency (principal SARA contact agency):
Fortal Agency (principal SANA contact agency).
Mailing Address of Portal Agency:
Web site of Portal Agency (location of state's SARA information)
Name of staff member in Portal Agency who is principal SARA contact: <sup>1</sup>
Phone number of principal SARA contact:
E-mail for principal SARA contact:

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<sup>&</sup>lt;sup>1</sup> The principal contact is the person with whom states, agencies and students should communicate about SAR. It is not necessarily the state signatory officer.

I, the undersigned representative of the State of, having the authority to commit the state to the SARA interstate agreement, <sup>2</sup> agree that the state will abide by SARA requirements as stated above, have provided proof of those requirements needing documentation, and hereby apply for the state's admission to the SARA interstate agreement.
Signature:
Name of signatory officer:
Date signed:
Title of signatory state officer:
Evaluation of Application for State Membership in SARA
Evaluator findings
In order for a state to join SARA, the evaluator must find that it agrees to or meets all of the standards set forth within in sections 1-14. If the evaluator finds that the state meets all required standards, the regional SARA Director shall recommend approval of the state's membership to the regional compact by signing below.
Signature of regional compact officer:
Name of regional compact officer:
Date signed:
Title of signatory regional compact officer:
If SARA membership is denied by the regional compact, the SARA regional director will provide to the applicant state a written reason for the denial. The state may reapply at any time, having corrected any deficiencies, or may appeal the denial to the National Council for SARA.
Rhonda M. Epper Director, W-SARA Western Interstate Commission for Higher Education 3005 Center Green Drive, Suite 130 Boulder, CO 80301 303.541.0277 Email: repper@wiche.edu

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<sup>2</sup> Attach copy of statutory or other authority for the signatory agency to enter an interstate agreement.

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#### SUBJECT

P-20 STEM Education Strategic Plan

#### REFERENCE

February 2010 The Board received an update on various STEM initiatives

within the state.

May 9, 2011 The Board convened a STEM Summit to work on the

development of a statewide STEM Roadmap.

February 2013 The Board reviewed the proposed STEM Education

Strategic plan and requested changes be made to focus on

the goals from six to four.

#### BACKGROUND/ DISCUSSION

Nationally, there is much concern over the status of Science, Technology, Engineering and Math (STEM) education in the U.S. While the exact numbers may vary depending on reporting periods or definitions of groups included, the majority of reports indicate that students who pursue STEM fields earn higher wages and experience lower rates of unemployment. In addition to the individual benefits of an increased STEM education, the state and local economies also receive benefits. An area with a strong STEM educated workforce will help to recruit industries with more high-wage positions leading to increased economic development.

In Idaho, there are many STEM initiatives and projects at the K-12 and postsecondary level and while there may be pockets of collaboration, on a statewide scale, these initiatives are happening in isolation. Through the development of a statewide STEM Education Strategic Plan, the Board can work to bring these initiatives together for a more coordinated and efficient approach.

The STEM education pipeline has many facets and is impacted by many stakeholders. While the Board can directly impact parts of the pipeline, the proposed plan will cover the entire pipeline and serve as the foundation for the development and collaboration of STEM education initiatives throughout the state. The State Board of Education is vested with the general supervision and governance of the State's public education system, which includes, but is not limited to:

- Setting education policy for the state,
- Public postsecondary program approval,
- The colleges of education requirements,
- Setting teacher certification requirements,
- Setting educational/content standards, and;
- Setting secondary graduation requirements.

All of which impact the availability and quality of STEM education throughout the state. Through the development of a statewide strategic plan for STEM

education, limited resources can be focused on priority areas, and areas that need improvement may be identified. Additionally, the work will help to identify resources available to local communities, best practices, and local initiatives that have been the most impactful and sustainable, which can be scaled up to a statewide level.

In May of 2012, the Board convened a STEM Education Summit. During that summit, stakeholders discussed issues and provided input on the direction for STEM education in Idaho. Following the Summit, a broad group of stakeholders encompassing teachers (K-12 and postsecondary), administrators, colleges of education, community partners, postsecondary institutions, professional-technical education, and industry was brought together to look at the work started at the STEM Summit and further develop it into a STEM Education Strategic Plan. The Mission, Vision, Goals, and Objectives put before the Board for consideration are a product of that work. In addition to this, the workgroup identified many strategies that will be brought back to the Board at a later date for endorsement. Some of these strategies include:

- Development of science standards or the adoption of the Next Generation Science Standards (The Next Generation Science Standards (NGSS) are content standards that are being developed through a collaborative, state-led process managed by Achieve. The NGSS are internationally benchmarked science content standards based on the National Research Council's Framework for K-12 Science Education. More information regarding these standards can be found at <a href="http://www.nextgenscience.org">http://www.nextgenscience.org</a>.)
- Increased graduation requirements in math and science and/or increased levels of math or science
- Increased teacher certification requirements and knowledge of project based learning
- Increased focus on science education in the elementary grades
- Incentivizing teachers to obtain multiple endorsements and or deeper content knowledge
- Incentivizing teachers to teach in STEM areas
- Incentivizing districts to look at alternate models like STEM schools or New Tech High Schools
- Professional development on project-based learning and the integration of STEM subject matter across subjects
- Incentivizing schools and institutions to partner with industry and community partners in developing programs including internship programs, guest speakers from industry, and curriculum development
- Specialized advising at the postsecondary level for students entering STEM disciplines designed toward identifying those at risk prior to them dropping out or changing majors

 Development of a central state STEM resource (EPSCoR hosted STEM Pipeline website). (This resource would be a place schools, communities, and individuals could access to find information on best practices, STEM curriculum aligned to Idaho state content standards, master teachers, or mentors, as well as STEM projects happening around the state.)

Once the Board approves the initial direction of the STEM Education Strategic Plan, the workgroup will reconvene to identify priority strategies and resources for accomplishing those strategies, as well as a timeline for completion.

With the implementation of the Idaho core math standards, Idaho has taken a first step towards increasing rigor at the elementary and secondary level and the preparation of students for postsecondary education and the workforce. With the limited resources available, a concerted coordinated effort is still needed for Idaho to take the next step assuring STEM education is accessible to all Idaho citizens.

#### **IMPACT**

Board approval of the initial goals and objectives will allow staff to continue to move forward with stakeholder groups in the implementation of the STEM Education strategic plan.

#### **ATTACHMENTS**

Attachment 1 – 2014–2018 STEM Education Strategic Plan	Page 5
Attachment 2 – Change the Equation VitalSigns – Idaho Report	Page 8
Attachment 3 – Georgetown University Center on Education and the	
Workforce STEM Report	Page 12

#### STAFF COMMENTS AND RECOMMENDATIONS

Board staff recommends approval of the strategic plan as submitted. If approved staff will start work to identify key performance measures and benchmarks for each objective included in the plan. Idaho has many pockets of excellence in STEM education around the state. Through a collaborative coordinated effort, we can identify those pockets that are sustainable and scalable, thereby making them available to all students in Idaho.

The proposed plan that was reviewed by the Board at the February Board meeting included six (6) goals. Those goals included the four that are proposed at this time as well as a goal regarding diversity and a goal regarding collaboration with business and industry. At the February 2013 Board meeting, the Board requested those two goals be integrated into the other four, as it was felt they were integral to each of them and should not be treated as separate goals. The Idaho EPSCoR committee expressed some concern regarding the removal of the diversity goal as they did not feel it was clear that diversity was an important part of the other goals as written. To address their concerns a

"Diversity Statement" has been added to the plan so that it will be clear that the intent is that the diversity of the students, instructors, and communities is important to the success of the overall plan.

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I move to approve mission, vision, goals			Education	Strategic	Plan
Moved by	Seconded by	C	arried Yes _	No _	



# IDAHO STATE BOARD OF EDUCATION 2014-2018 Science, Technology, Engineering, and Math (STEM) Education Statewide Strategic Plan



#### **Vision Statement**

The State Board of Education envisions a diverse citizenry with the STEM knowledge and skills needed for critical and creative thinking, problem solving, innovation and collaboration.

#### **Mission Statement**

Advance STEM for the future of Idaho by: increasing all students' interest, engagement, and success in STEM education; preparing students for STEM and related careers; and firmly establishing the partnerships between industry, education, and government to make these goals a reality.

#### **Diversity Statement**

Equitable access to P-20 STEM education opportunities and increased diversity will contribute to the success of students and employees entering STEM fields. Diversity and equal access are critical components of each goal within this plan.

#### **Goal One**

All students will have equitable access to P-20 STEM education opportunities, curriculum, programs, and policies that will improve P-20 student content knowledge, academic performance, and interest in STEM, contributing to the success of students and employees entering STEM fields.

**Objective A:** Increase student awareness, interest, participation and achievement in STEM.

**Objective B:** Assess and identify effective, innovative, and sustainable programs for delivering STEM education.

**Objective C:** Develop processes for "scaling up" STEM education delivery models.

**Objective D:** Provide students, parents, and teachers with clear guidelines and advising on the academic requirements for a student to be prepared for STEM programs at the postsecondary level.

**Objective E:** Adopt framework for identifying and recognizing and programs aligned with 21st Century Skills in stem.

**Objective F:** Develop a framework for industry to partner with schools to expose students to STEM jobs and industries.

#### **Goal Two**

P-20 educators will be diverse and of high quality and be prepared and able to incorporate and integrate STEM education in their curriculum and instruction.

**Objective A:** Develop meaningful system-wide professional development and mentoring programs for all education professionals designed to increase content knowledge as well as pedagogy.

**Objective B:** Create a STEM database that catalogs and recommends effective STEM teacher development programs (STEM Pipeline) and pedagogy

**Objective C:** Increase interest and participation in STEM education outreach activities offered by schools, colleges and universities, and industry.

**Objective D:** Increase the supply and influence of effective STEM teachers.

**Objective E:** Develop policies that promote innovative instructional practices to increase student achievement.

#### **Goal Three**

Create awareness and support for STEM education across the state.

**Objective A:** Develop diverse and culturally relevant communication messages and tools to highlight the importance of STEM.

**Objective B:** Identify and showcase STEM events statewide.

**Objective C:** Engage diverse stakeholders in dialog about STEM.

#### Goal Four

Develop a diverse STEM talent base that is prepared to meet the demands of a globally competitive economy and is informed by and aligned with statewide economic and workforce development initiatives.

**Objective A:** Develop, leverage and expand partnerships in STEM education including collaboration among education, business, community and government, including the development of learning communities and integrated STEM networks.

**Objective B:** Align secondary and postsecondary STEM content and programs with workforce and societal needs.

**Objective C:** Increase STEM postsecondary degree production.

**Objective D:** Develop clear and meaningful processes for business engagement and learning at the elementary/secondary and postsecondary levels.

**Objective E:** Communicate STEM values and successes to diverse partners, policy leaders, employers, parents, students and educators.

# VITALSIGNS



### **IDAHO**

**Business leaders in Idaho have sounded an alarm.** They cannot find the science, technology, engineering and mathematics (STEM) talent they need to stay competitive. Students' lagging performance in K-12 is a critical reason why.

To address this challenge, Idaho is raising the bar. The state has joined 44 others in adopting high math standards for K-12 — the Common Core State Standards — and is working with other states to create rigorous assessments aligned to those standards. These are promising steps, but the state must do more to succeed amid profound political, practical and financial challenges.

Idaho needs to ensure that schools and students have opportunities to meet a high bar. Not enough students— least of all minorities— get the chance to learn challenging content that prepares them for college and careers. Science does not yet seem to be a priority in Idaho: Elementary students spend little time on the subject, and most science teachers say they don't have the resources they need. Gender disparities are also troubling: Eighth-grade boys outperform girls in science, and women earn fewer than a fourth of college certificates and degrees in STEM fields.

To its credit, Idaho stretches each dollar it spends on math and science education farther than other states do. Smart investments will be critical as business leaders work with educators and state leaders to tackle new reforms in lean times.

#### **STEM SKILLS ARE IN DEMAND**

In Idaho, STEM skills have stayed in demand even through the economic downturn.





#### CAN IDAHO MEET THE DEMAND FOR STEM SKILLS?

Students have made real academic strides in most states, but no state is on track to getting all students the STEM skills they need to succeed in college and career. Low-income and minority students lag farthest behind.

#### Students have improved in math

Eighth graders in Idaho have made gains on the National Assessment of Educational Progress (NAEP), also known as "the nation's report card." Yet most still have far to go to reach a score of 299, NAEP's cutoff for "Proficient" performance.

#### 8th Grade NAEP scale scores, 2003 & 2011

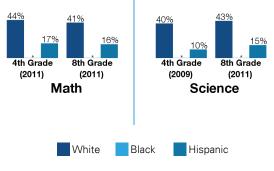
	NAEP Sc	ale Score	Cha	nge Since 2003	
	2003	2011	ID Most Improved State		
All	280	287	+7	+17 (DC)	
Low Income	267	276	+9	+19 (MA)	
White	284	291	+7	+17 (HI)	
Black	*	*	*	+19 (NJ)	
Hispanic	251	267	+16	+24 (AR)	

Totals may not sum due to rounding errors.

### Closing achievement gaps must remain a priority

No state has closed the persistent achievement gaps among racial and ethnic groups.

Percentage of Idaho students scoring at or above proficient in math and science, 2009 & 2011



 $\S$  State did not participate in 4th grade science test.

For the complete state report, methodology, and sources, visit changetheequation.org/stem-vital-signs.



<sup>\*</sup> Data not available or reporting requirements not met.

### VITALSIGNS

#### Idaho must plug gaps in the STEM pipeline

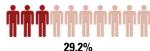
What percentage of high school students graduate? (2009/2010)





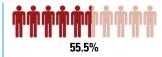
Of students who enter a two-year degree program, what percentage graduate? (2009)





Of students who enter a four-year degree program, what percentage graduate? (2009)





What percentage of college degrees and certificates are in STEM fields?





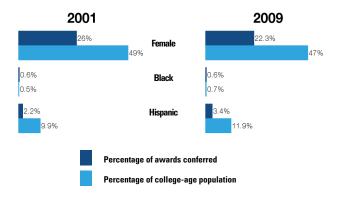
#### No student should need remediation

Idaho did not provide data on the cost and extent of remediation in math.

### Women and minorities are too critical a resource to remain untapped

Women and minorities are a very large share of the population, but they earn a small share of STEM degrees and certificates.

### Percentage of degrees/certificates conferred in STEM fields in Idaho



# WILL IDAHO STAND FIRM ON HIGH EXPECTATIONS?

Setting high expectations is a critical step toward raising student performance in STEM.

### Idaho is showing a commitment to high expectations

Idaho has joined 44 other states in adopting Common Core State Standards in math. Idaho is also working with other states on common math tests to gauge students' mastery of those standards.

### Common standards and tests in math could be a game changer

Idaho used to set a low bar for students in math, but common standards and tests may change that. In 2009, Idaho's bar for proficiency on its 4th- and 8th- grade math tests was near where the National Assessment of Educational Progress (NAEP) set the bar for merely "Basic" performance.

As states adopt common tests aligned to the Common Core, they also will have to set a common high passing score or threaten the credibility of the entire common standards enterprise. As the bar goes up, the rate of the Idaho's students passing may plummet. Idaho leaders will have to stand strong on high expectations, even in the face of pressure to back down.

Of course, even the best standards and tests may fall flat if Idaho does not ensure they are well implemented with supports like strong curriculum, teaching materials and professional development. The state should offer clear and regular public updates on its implementation efforts.

### Science is the next frontier for better standards and higher expectations

Twenty-six states, including Idaho, are collaborating on common, "Next Generation" content standards in science, which they aim to complete in 2013. If these standards meet a high bar, Idaho should adopt them or standards as rigorous.

**IDAHO** 

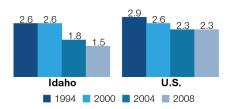
# ARE STUDENTS EXPOSED TO CHALLENGING AND ENGAGING CONTENT?

Lack of access to such content severely limits young people's college and career prospects.

### Building a strong foundation in science takes time

Time for science in Idaho has fallen since 1994.

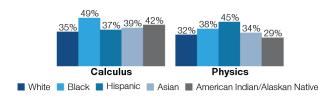
Hours per week spent on science in grades 1-4, 1994-2008

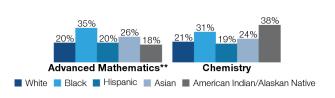


### Students of all backgrounds need access to challenging math and science courses

Many minority students lack access to such courses.

Percentage of students in schools that do not offer challenging math and science courses, by race/ethnicity, 2009





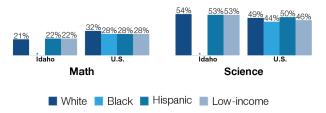
<sup>\*\*</sup> Includes trigonometry, elementary analysis, analytic geometry, statistics, and precalculus

# ARE TEACHERS PREPARED TO TEACH TO HIGH STANDARDS?

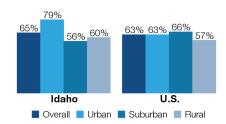
Research shows that teachers' content knowledge and teaching experience can affect student performance.

#### **Teachers need deep content knowledge**

8th graders whose teachers have an undergraduate major in the subject they teach, 2011



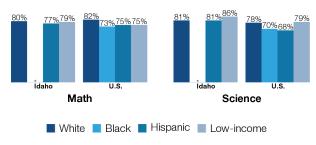
8th graders whose science teachers took three or more advanced science courses in college, 2011



### High-need schools need to retain excellent teachers

In most states, minority and low-income students are most likely to have inexperienced teachers, indicating high turnover rates.

8th graders whose teachers have 5+ years of experience teaching their subject, 2011



\* Reporting Standards not met

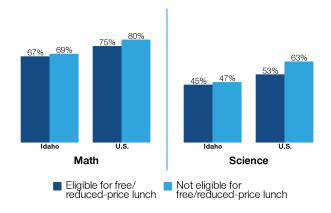
For the complete state report, methodology, and sources, visit changetheequation.org/stem-vital-signs.

#### **IDAHO**

### DO SCHOOLS AND TEACHERS IN IDAHO HAVE WHAT THEY NEED TO SUCCEED?

#### Teachers need the tools of their trade

8th graders whose teachers say they have all or most of the resources they need, by income, 2011



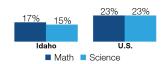
### All students need access to science facilities and supplies

8th graders whose schools have science labs, by income, 2011



### Parent support and engagement are critical to student success

Teachers who say lack of support is a serious problem, 2011



For the complete state report, methodology, and sources, visit changetheequation.org/stem-vital-signs.

### RECOMMENDATIONS

Impatience is a virtue when it takes data and real solutions as its guides. The time to act is now. These Vital Signs provide business, education, state and policy leaders with an extensive and reliable set of indicators to promote STEM learning and high expectations for all students. We've crunched the numbers to offer insights into much-needed actions that can be undertaken right away with resolve.

### Ease the transition between high school and college

Idaho students should understand the requirements for college admission and whether a high school diploma prepares them for college-level work. One way to ensure that diplomas have meaning is to align state high school graduation and college entrance requirements. Idaho also should expand access to rigorous courses in math and science. For example, the state could strengthen initiatives that help schools boost participation in AP courses, especially among women and minorities.

#### Make science count

Idaho tests students in science, but it only holds schools accountable for meeting student performance targets on reading and math tests. Science should count, too. When there are no consequences for science achievement, schools can easily give science short shrift. In fact, the time Idaho's elementary schools devote to science has declined steeply in the past two decades.

#### Improve teacher preparation and support

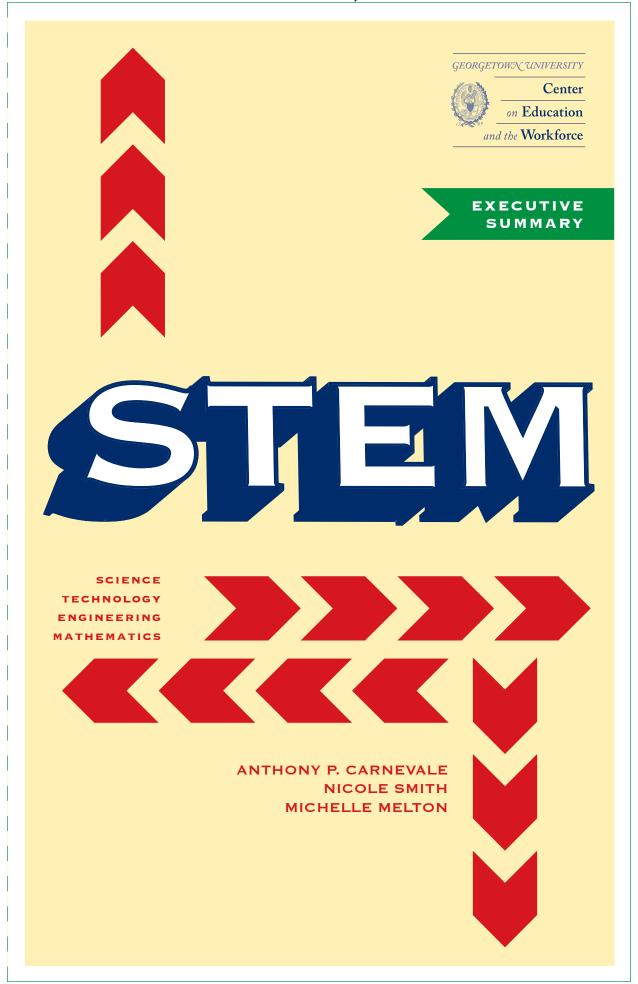
Idaho needs more teachers with a strong background in STEM content and pedagogy, particularly in math. Strategies include requiring teachers to demonstrate a stronger grasp of content while broadening the supply of teachers who can clear the higher hurdles. Idaho should create more pathways into teaching for STEM majors in college or STEM professionals who are interested in teaching. The state should also strengthen incentives to attract and retain such teachers for the schools that need them most—often in lowincome communities.

Current teachers must receive excellent professional development, especially as new math and science standards take effect. Rather than reporting on the amount of professional development teachers receive, states should measure and report on its quality.



Improving teaching and learning in science, technology, engineering and mathematics (STEM)

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The views expressed in this publication are those of the authors and do not necessarily represent those of Lumina Foundation or the Bill and Melinda Gates Foundation, their officers, or employees.

**STEM Executive Summary** 

:: STEM ::

2

### **Executive Summary**

Science, Technology, Engineering, and Mathematics (STEM) occupations are critical to our continued economic competitiveness because of their direct ties to innovation, economic growth, and productivity, even though they will only be 5 percent of all jobs in the U.S. economy by 2018. The disproportionate influence of STEM raises a persistent concern that we are not producing enough STEM workers to compete successfully in the global economy. We find that this concern is warranted—but not for the reasons traditionally claimed.

High and rising wage premiums are being paid to STEM workers in spite of the increasing global supply. This suggests that the demand for these workers is not being met.<sup>2</sup> Indeed, with the exception of some PhD-level researchers in academia, the demand for workers in STEM occupations is increasing at every education level. The STEM supply problem goes beyond the need for more professional scientists, engineers, and mathematicians. We also need more qualified technicians and skilled STEM workers in Advanced Manufacturing, Utilities and Transportation, Mining, and other technology-driven industries.

Innovation and technology change have led to demand for STEM competencies beyond traditional STEM occupations.<sup>3</sup> Previously, STEM work had been concentrated among an elite few workers. Today, competencies necessary for innovation are scattered across a wider swath of the economy. STEM competencies are needed in a broader reach of occupations, and their use is growing outside of STEM. What's more, people within these occupations that use STEM competencies most intensely are earning significantly more than those who are not.

The concern for STEM shortages tends to focus on the possibility of an insufficient supply of STEM workers, but the deeper problem is a broader scarcity of workers with basic STEM competencies across the entire economy. Demand for the core competencies is far greater than the 5 percent traditional STEM employment share suggests, and stretches across the entire U.S. job market, touching virtually every industry. Since 1980, the number of workers with high levels of core STEM competencies has increased by almost 60 percent. Further, in all but two occupational clusters, the rate of growth in demand for these core STEM competencies has increased at far greater rates than the growth in employment.<sup>4</sup>

<sup>&</sup>lt;sup>1</sup> STEM includes Computer occupations (computer technicians, computer programmers, and computer scientists), Mathematical Science occupations, Engineers and Engineering Technicians, Life and Physical Science occupations, and Architects, Surveyors, and Technicians. We do not include social scientists and we do include sub-baccalaureate technical workers as STEM workers.

<sup>&</sup>lt;sup>2</sup> When discussing supply and demand for STEM workers, we use "supply" and "demand" as shorthand for relative supply and relative demand.

<sup>&</sup>lt;sup>3</sup> We define STEM competencies as the set of cognitive knowledge, skills, and abilities that are associated with STEM occupations. We also include and analyze noncognitive work interests and work values associated with motivation and high performance in STEM occupations.

<sup>&</sup>lt;sup>4</sup> Sales and Office Support and Community and Arts are the exceptions. The U.S. labor force grew by 44 percent, while high-level core STEM employment in Managerial and Professional, STEM, and Healthcare Professionals increased by 73 percent, 175 percent, and 79 percent respectively between 1980 and 2008.

#### :: STEM ::

Growth of demand for STEM competencies is especially strong in occupations in fast-growing industries like Professional and Business Services and Healthcare Services. At the same time, technology change in industries like Manufacturing, Mining, and Utilities and Transportation is reducing overall employment but increasing demand for STEM competencies among the more highly skilled workers who remain.

As a result, we find that the demand for traditional STEM workers will only grow. In our projections, STEM is second only to Healthcare as the fastestgrowing occupational category in the economy.<sup>5</sup> But we also find that the occupations competing for STEM workers are growing rapidly, too. In fact, the occupations that poach top STEM talent are also among the fastest-growing and highest-paid in the economy. The intensifying demand for STEM competencies contributes to a process that we call diversion. We define diversion as a process through which both students and workers steer away from STEM degrees and STEM careers for numerous reasons. Diversion is both voluntary and involuntary and students and workers divert at various points throughout K-12 and postsecondary education as well as in the workforce.

The diversion of native-born STEM talent into non-STEM educational and career pathways will continue and likely accelerate in the future. This diversion of native-born STEM talent may contribute to an increasing reliance on foreign-born STEM talent among American employers.<sup>6</sup>

#### 3

# THE GROWING DEMAND FOR STEM TALENT ALLOWS AND ENCOURAGES THE DIVERSION OF STUDENTS AND WORKERS WITH STEM COMPETENCIES.

- occurs in the K-12 education system. Our K-12 education system produces enough talent in math and science to fill our need for traditional STEM workers, but more than 75 percent of these students do not enter STEM majors in college.<sup>7</sup>
- Students also fall out of the STEM pipeline while in college (38% of those students who start with a STEM major do not graduate with one).<sup>8,9</sup>
- Immediately after graduation, 43 percent of STEM graduates do not work in STEM occupations.<sup>10</sup>

<sup>&</sup>lt;sup>5</sup> There is some discrepancy in how we rank the fastest-growing occupations, and this is related to how we rank Healthcare. We can split Healthcare into two separate occupational categories: Healthcare Support occupations and Healthcare Professional occupations. If we keep Healthcare as one broad group, STEM is the second-fastest growing occupational cluster. However, if we list Healthcare Support and Healthcare Professional occupations separately, then STEM is the third-fastest growing cluster.

<sup>&</sup>lt;sup>6</sup> Without sufficient reform of the rules regarding the selection of prevailing wages for H-1B visas, the likelihood of added downward pressure on wages within these occupations remains high.

<sup>&</sup>lt;sup>7</sup> The ability of U.S. students to transition outside of their initial field of study, and later at several points in their career, is a mark of the immense flexibility of opportunities in the U.S. labor market. In Europe, for example, the connection between education and training is far more rigid, as many of their apprenticeship programs link education and career training with occupations at a much earlier age, and are more difficult to transition out of.

<sup>&</sup>lt;sup>8</sup> Compared with other fields of study, STEM majors are "middle-of-the-road" in terms of attrition of its graduates into other fields (if we remove the sub-baccalaureate STEM workers). For example, the comparable rate for teachers is substantially higher at the beginning of their career, while those in the computing fields have the highest retention rates later in their career (defined as 10 years into the workforce).

<sup>&</sup>lt;sup>9</sup> Many students drop out of the STEM pipeline between high school and college, or in college. These students either do not enroll in college or do not complete a degree—any degree. Thirty percent of students who score in the top quartile on a math skills test in high school, clearly demonstrating abilities in STEM, do not have any college degree eight years after graduating high school. This represents an enormous pool of talent from which we could potentially draw to get more workers with STEM competencies. Almost half of students in the second quartile on the same test do not have a college degree eight years after graduating high school.

<sup>10</sup> These numbers only include students with Bachelor's degrees. Our diversion analysis details only Bachelor's degrees.

#### :: STEM ::

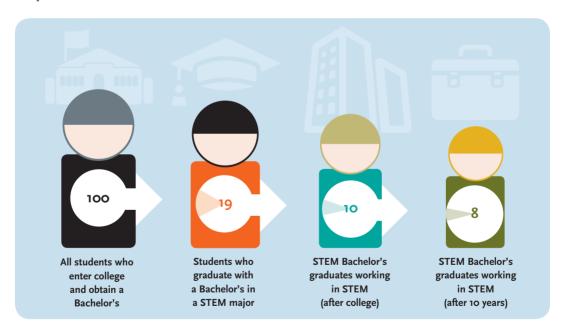
 STEM attrition continues 10 years into the workforce, as 46 percent of workers with a Bachelor's degree in STEM have left the field, oftentimes for higher paying managerial roles.<sup>11</sup>

Diversion of domestic STEM talent away from STEM occupations is driven by three interconnected factors:

- 1. There is a set of core cognitive competencies (knowledge, skills, and abilities) associated with STEM. <sup>12</sup> These core cognitive STEM competencies exist in an increasing share of highly-paid and prestigious non-STEM occupations. <sup>13</sup>
- **2.** Many potential STEM workers never work in STEM occupations, or leave them, because they have *work interests* and *work values* that are more compatible with other careers.<sup>14</sup>

The core work interests associated with STEM occupations are Realistic and Investigative interests. People with these work interests enjoy practical, hands-on problem-solving (Realistic) and working with ideas and solving problems (Investigative), but there are other work interests that compete for STEM talent, including Artistic interests (focused on self-expression); Social interests (focused on the well-being of others); Enterprising interests (associated with selling and leading); and Conventional interests (associated with highly ordered work environments).

Similarly, the work values associated with STEM are Achievement, Independence, and Recognition, but there are other work values that compete for STEM talent such as Relationships (valuing friendly, noncompetitive work environments),



<sup>&</sup>quot;Oftentimes, managers are still working in field, but these workers are counted as managerial workers. However, in most cases, an individual would not have had an opportunity to perform this job without previous STEM training.

4

<sup>&</sup>lt;sup>12</sup> Our analysis of STEM competencies relies on the Occupational Information Network (O\*NET) administered and updated by the Department of Labor/Employment and Training Administration, Version 14.0.

<sup>&</sup>lt;sup>13</sup> This is not to suggest, of course, that all STEM competencies are transferable across the economy. Indeed, we are at this point referring to the subset of knowledge, skills, and abilities (defined later) traditionally associated with STEM occupations that are increasingly demanded by many other types of employers outside of STEM occupations.

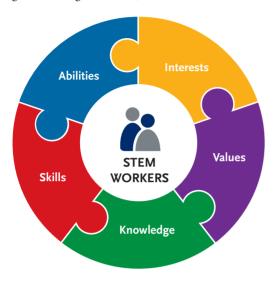
<sup>&</sup>lt;sup>14</sup> We identify STEM work values and STEM work interests as noncognitive competencies required for success in the occupation. This is a point of contention with many of our reviewers. While interests and values are usually characteristics of an individual, we extend this notion as a personal characteristic required for an individual to be successful in an occupation.

#### 5

### PLANNING, POLICY AND GOVERNMENTAL AFFAIRS DECEMBER 19, 2013

#### :: STEM ::

Support (valuing supportive management), and Working Conditions (valuing job security and good working conditions).



3. While STEM earnings are high relative to most other occupations, students and workers with STEM cognitive competencies have access to superior earnings and career choices, especially in Managerial and Professional and Healthcare Professional occupations.

OUR ANALYSIS SHOWS THAT TRADITIONAL STEM JOBS HAVE GROWN FASTER THAN JOB GROWTH OVERALL FOR DECADES, AND THE FUTURE PROMISES MORE OF THE SAME.

Through 2018, the share of STEM occupations in the economy will grow to 5 percent, up from 4.4 percent in 2005—a growth in the number of STEM jobs from 6.8 million in 2008 to 8 million by 2018.<sup>15</sup>

STEM occupations will grow far more quickly than the economy as a whole (17% versus 10%), and will be the second-fastest growing occupational cluster, after Healthcare occupations.<sup>16</sup>

We find that over the same period, there will be 2.4 million job openings in STEM: 1.1 million net new STEM jobs and 1.3 million STEM job openings to replace STEM workers who permanently leave the workforce.<sup>17</sup>

STEM workers are employed in highest concentrations in the Professional and Business Services industry, while the bulk of Engineers and Engineering Technicians are in Manufacturing.

## THE VAST MAJORITY OF STEM JOBS REQUIRE SOME FORM OF POSTSECONDARY EDUCATION OR TRAINING.

- By 2018, 92 percent of traditional STEM jobs will be for those with at least some postsecondary education and training, the third-highest educational concentration among all the occupational clusters after Education and Healthcare Professionals.
- Close to two-thirds of STEM job openings will be for those with Bachelor's degrees and above (65%).
- By 2018, roughly 35 percent of the STEM workforce will be comprised of those with sub-baccalaureate training, <sup>18</sup> including:
  - 1 million Associate's degrees,
  - \* 745,000 certificates, and
  - \* 760,000 industry-based certifications.

<sup>15</sup> It is difficult to pinpoint exactly how many STEM workers are ideal for increasing innovation economy-wide. In theory, we should continue to add STEM workers and STEM jobs as long as each additional worker produces added value. We limit our measure of STEM demand to the more prosaic standard of projected job growth in industries and occupations that employ traditional STEM workers.

<sup>&</sup>lt;sup>16</sup> Please see footnote 5.

<sup>&</sup>lt;sup>17</sup> In the Georgetown University Center on Education and the Workforce's 2010 report, *Help Wanted: Projections of Jobs and Education Requirements Through 2018*, we project 2.8 million STEM jobs by 2018. The *Help Wanted* report includes social science workers in STEM, while this STEM report excludes social scientists from our definition of STEM.

<sup>&</sup>lt;sup>18</sup> Including those with a high school diploma and high school dropouts.

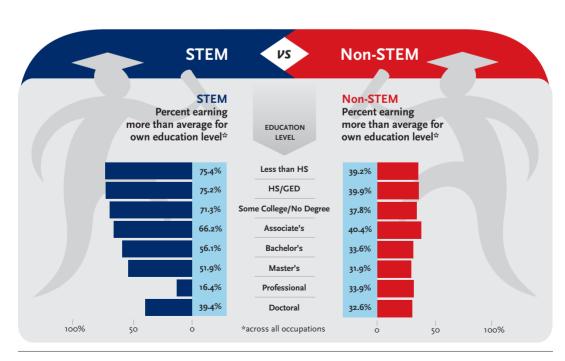
#### :: STEM ::

- Many STEM occupations also require industry-based certifications, especially Computer and Engineering and Engineering Technician occupations.
- Undergraduate STEM majors, especially Life and Physical Science majors, have extremely high rates of graduate degree attainment. Fiftyfour percent of Biology and Life Science majors go on to graduate school, as do 48 percent of Physical Sciences majors.<sup>19</sup>

## WE FIND THAT STEM WAGES ARE HIGH AND HAVE KEPT UP WITH WAGES AS A WHOLE OVER THE LAST 30 YEARS.

- Although some STEM jobs, such as PhD jobs in academia, face oversupply, rising relative wage advantages of STEM sub-baccalaureate, STEM Bachelor's, and STEM graduate degrees suggest increases in the relative demand for STEM competencies.
- STEM workers have earnings advantages at nearly every level of educational attainment.
   In fact:

- Over 75 percent of STEM workers with less than a high school education make more than the average for workers with less than a high school education;
- Over 75 percent of STEM workers with a high school diploma make more than the average for workers with a high school diploma;
- Over 71 percent of STEM workers with some college but no degree make more than the average for workers with some college but no degree;
- Two-thirds (66%) of STEM workers with an Associate's degree make more than the average for workers an Associate's degree;
- Over 56 percent of STEM workers with a Bachelor's degree make more than the average for workers a Bachelor's degree;
- Over half (52%) of STEM workers with a Master's degree make more than the average for workers with a Master's degree.
- People with an undergraduate major in STEM make substantially more over their lifetimes than non-STEM majors, by about \$500,000 (\$1.7 million versus \$2.2 million).



<sup>&</sup>lt;sup>19</sup> For those with a terminal Bachelor's degree working full-time, full-year.

#### :: STEM ::

Wages for Engineers and Engineering
Technicians have grown at 18 percent since
the early 1980s. This wage growth is slow
relative to that of all other workers, yet the
average salary for Engineers and Engineering
Technicians (\$78,000) is higher than all other
STEM occupations.

BUT AT THE SAME TIME, WAGES IN HEALTH-CARE PROFESSIONAL AND MANAGERIAL AND PROFESSIONAL OCCUPATIONS HAVE GROWN FASTER THAN STEM WAGES, ESPECIALLY AT THE GRADUATE LEVEL.

- STEM majors can earn more over their lifetimes in some non-STEM occupations than in STEM occupations.
- At the Bachelor's and graduate degree level, while STEM workers start out with high wages after college, midcareer earnings for many Managerial and Professional occupations surpass those for STEM. By age 35, STEM workers with a graduate degree make about \$50,000 less than Healthcare Professional workers with a graduate degree. For Bachelor's degree-holders, Managerial and Professional workers make about \$10,000 more than STEM workers by midcareer (but STEM workers at the Bachelor's degree level still do better than Healthcare Professionals at the Bachelor's degree level).

IN SPITE OF THE GLOBALIZATION OF THE STEM ENTERPRISE, OUR STEM WORKFORCE STILL OVERWHELMINGLY DRAWS FROM WHITES AND MALES, ESPECIALLY AT THE MOST SENIOR LEVELS.



Women and minorities continue to be underrepresented in STEM occupations relative to their position in the labor market as a whole. Only 23 percent of workers in STEM are women, compared with 48 percent of workers in all occupations. African-Americans and Latinos are underrepresented relative to their share of workers in all occupations, while Asians are a larger share of STEM workers than they are in the labor force in general.<sup>20</sup>

Women and minorities are also paid less than their White male counterparts in STEM, even when they work the same number of hours. However, the earnings gaps are smaller in STEM than in other occupations, and compared with other occupations, women and minorities are better compensated in STEM.

Racial/ethnic and gender diversity in STEM is still lacking, although Asians are a notable exception. In fact, Asians outearn their White male counterparts in all STEM occupations.

Recently, women have become the majority in certain STEM majors, including Biology and Statistics and Decision Science (they are also a large portion of all Mathematics majors). However, they have yet to translate their gains in school into good-paying jobs. Women are strong in majors

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<sup>&</sup>lt;sup>20</sup> See George, Yolanda S., et al. "In Pursuit of a Diverse Science, Technology, Engineering, and Mathematics Workforce: Recommended Research Priorities to Enhance Participation by Underrepresented Minorities." *American Association for the Advancement of Science, and National Science Foundation* (2001). Web.; and Malcom, Shirley M., Yolanda S. George, and Virginia V. Van Horne, Eds. *The Effect of the Changing Policy Climate On Science, Mathematics, and Engineering Diversity*. Washington, DC: American Association for the Advancement of Science, 1996. Print. Mason, Mary Anne. "Better Educating Our New Breadwinners: Creating Opportunities for All Women to Succeed in the Workforce." The Shriver Report: A Woman's Nation Changes Everything. Ed. Heather Boushey and Ann O'Leary. Washington, DC: Center for American Progress, October 2009. 160-194. http://www.americanprogress.org/issues/2009/10/pdf/awn/a\_womans\_nation.pdf (accessed August 2, 2011).

#### :: STEM ::

that lead to careers in Healthcare occupations but are less-represented in the occupations of Engineering and Physical Sciences.

Powerful demographic shifts in American society will have a significant impact on STEM employment going forward. The continued underrepresentation of women and minorities in STEM poses a serious challenge to both economic efficiency and demo-

cratic and social equity.

#### WE HAVE BEEN USING A STRATEGY OF RELYING ON FOREIGN-BORN WORKERS TO PLUG THE LEAKS IN OUR STEM PIPELINE.

Foreign-born workers account for 17 percent of all STEM workers, compared with 12 percent in labor force as a whole.<sup>21</sup> In some STEM occupations, foreign-born workers make up even more of the STEM labor force—for example, 25 percent of all Physical Scientists are foreign-born. Foreign-born workers often start as foreign-born students, who then stay in the United States to work.

- 44 percent of students on F-1 student visas were here to study STEM in 2008.
- 63 percent of foreign-born students in STEM fields are in graduate programs.
- 59 percent of PhD recipients in engineering fields in 2009 were foreign-born.
- The share of the foreign-born workforce in STEM has more than doubled in the last 60 years, from 7 percent in 1950 to 16 percent in 2000 to 17 percent in 2008.
- Increasingly, foreign-born STEM workers are from Asia. Fifty-nine percent of foreign-born workers in STEM occupations were from Asia in 2000.

 Foreign-born STEM workers are more likely than other foreign-born workers to become naturalized citizens.

We are relying heavily on the foreign-born workforce to fill our STEM jobs. Whether we can continue to employ this strategy as wages become more competitive in other countries remains an open question. It is unlikely that we will continue to be able to successfully compete for the top international talent.

# GOING FORWARD, WE WILL NEED MORE WORKERS WITH STEM COMPETENCIES—BUT NOT NECESSARILY TRADITIONAL STEM WORKERS IN TRADITIONAL STEM JOBS.

As the nature of innovation changes, the cognitive competencies traditionally associated with STEM are intensifying in a host of non-STEM occupations. The dispersion of cognitive competencies outside of STEM has resulted in an artificial shortage—not of workers, but of workers with STEM competencies. In school and in the labor market, the pull of wages, personal interests, work interests and work values has allowed STEM talent to divert away from STEM occupations and into other occupations, such as Healthcare Professional and Managerial and Professional, which demand similar cognitive competencies. This diversion has put a significant strain on the STEM workforce at the most elite levels.

Concern for the supply of the highest-performing STEM workers tends to point toward strategies targeted at relatively small portions of American students among our top science and math performers. However, these elite workers are not the

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<sup>&</sup>lt;sup>21</sup> Although it would be ideal to compare domestic STEM workers with guest workers, foreign-born students on work visas, and foreign-born workers, it is almost impossible for independent researchers to determine the exact number of guest or student workers on various types of F-1, H-1B visas, and other visas that permit work. Throughout the report we use data on foreign-born workers. We believe that there is a positive correlation between foreign-born workers and guest-workers who eventually go through the legal permanent resident (green card) and citizenship process.

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entirety of the STEM workforce. The growing demand for STEM competencies outside traditional STEM occupations requires a more broad-reaching strategy in the American K-16 education system. The dialogue on the adequacy of our STEM workforce ultimately leads to the more comprehensive conversation about American education.

While many remain focused on a small cadre of elite STEM workers, more than a third of all jobs in STEM through 2018 will be for those with less than a Bachelor's degree. There is increasing demand for STEM talent at the sub-baccalaureate level and our education system has, thus far, not adequately produced these workers. Going forward, our Career and Technical Education system will need a stronger STEM curriculum at the high school and sub-baccalaureate level that is more tightly linked with competencies necessary for STEM jobs.

The STEM workforce will remain central to our economic vitality well into the future, contributing to innovation, technological growth, and economic development. Capable STEM students, from K-12 all the way through the postgraduate level, will be needed in the pipeline for careers that utilize STEM competencies and increase our innovative capacities.

We cannot win the future without recognizing the growing need for STEM competencies across the economy. We need more STEM talent—but not only for traditional STEM workers in traditional STEM occupations.

Our STEM analysis also includes state-bystate data. By state, we find that Washington,
D.C., has the highest proportion of STEM
jobs nationwide, while California has the
highest number of STEM jobs. The states
with the fastest rates of STEM growth are
Virginia, Nevada, and Utah.

For more information, please see the STEM State-Level Analysis available at cew.georgetown.edu/STEM.





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#### **STEM COMPETENCIES**

**KNOWLEDGE CLASSIFICATIONS** are content domains familiar to educators. Examples include mathematics, chemistry, biology, engineering and technology, English language, economics and accounting, clerical and food production.

**SKILLS** are competencies that allow continued learning in a knowledge domain. They are divided into content, processing, and problem-solving skills. Content skills are fundamental skills needed to acquire more specific skills in an occupation. These include reading comprehension, active listening, speaking, writing, mathematics, and science. Processing skills are procedures that contribute to the more-rapid acquisition of knowledge and skills. These include critical thinking, active learning, learning strategies, and monitoring self-awareness. Problem-solving skills involve the identification of complex problems and related information required to develop and evaluate options and implement solutions.

**ABILITIES** are defined as enduring and developed personal attributes that influence performance at work. In the parlance of education psychology, these closely approximate "aptitudes." O\*NET divides abilities broadly into categories such as creativity, innovation, mathematical reasoning, and oral and written expression. Each of these broad abilities is subdivided into component elements. For example, innovative abilities include fluency of ideas, problem sensitivity, deductive reasoning, and inductive reasoning. Other abilities include oral expression, spatial orientation, and arm-hand steadiness.

**WORK VALUES** are individual preferences for work outcomes. Important outcomes for individuals include recognition, achievement, working conditions, security, advancement, authority, social status, responsibility, and compensation.

WORK INTEREST is defined as individual preferences for work environment. Interests are classified as realistic, artistic, investigative, social, enterprising, and conventional. Individuals who have particular interests—artistic interest, for example—are more likely to find satisfaction in occupations that fit with those interests. Of course, an incumbent can have an artistic interest and not be in an occupation where s/he is able to exercise that interest (for example, accounting is an occupation that is not the best outlet for artistic interest). However, O\*NET allows us to identify which interests can be fulfilled in which occupations—for example, that an incumbent with artistic interest might like a job as a designer.

#### **KNOWLEDGE ASSOCIATED WITH STEM OCCUPATIONS**

**Production and Processing:** Knowledge of raw materials, production processes, quality control, costs, and other techniques for maximizing the effective manufacture and distribution of goods. Computers and Electronics: Knowledge of circuit boards, processors, chips, electronic equipment, and computer hardware and software, including applications and programming.

Engineering and Technology: Knowledge of the practical application of engineering science and technology. This includes applying principles, techniques, procedures, and equipment to the design and production of various goods and services. Design: Knowledge of design techniques, tools, and principles involved in production of precision technical plans, blueprints, drawings, and models. **Building and Construction:** Knowledge of materials, methods, and the tools involved in the construction or repair of houses, buildings, or other structures such as highways and roads. Mechanical: Knowledge of machines and tools, including their designs, uses, repair, and maintenance.

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### STEM COMPETENCIES (continued)

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Mathematics: Knowledge of arithmetic, algebra, geometry, calculus, statistics, and their applications. Physics: Knowledge and prediction of physical principles, laws, their interrelationships, and applications to understanding fluid, material, and atmospheric dynamics, and mechanical, electrical, atomic and sub-atomic structures and processes. Chemistry: Knowledge of the chemical composition, structure, and properties of substances and of the chemical processes and transformations that they undergo. This includes uses of chemicals and their interactions, danger signs, production techniques, and disposal methods. Biology: Knowledge of plant and animal organisms and their tissues, cells, functions, interdependencies, and interactions with each

### SKILLS ASSOCIATED WITH STEM OCCUPATIONS

solutions.

other and the environment

**Mathematics:** Using mathematics to solve problems. **Science:** Using scientific rules and methods to solve problems.

**Critical Thinking:** Using logic and reasoning to identify the strengths and weaknesses of alternative solutions, conclusions, or approaches to problems.

Active Learning: Understanding the implications of new information for both current and future problem-solving and decision-making.

Complex Problem Solving: Identifying complex problems and reviewing related information to develop and evaluate options and implement

Operations Analysis: Analyzing needs and product requirements to create a design.

Technology Design: Generating or adapting equipment and technology to serve user needs.

Equipment Selection: Determining the kind of tools and equipment needed to do a job.

**Programming:** Writing computer programs for various purposes.

**Quality Control Analysis:** Conducting tests and inspections of products, services, or processes to evaluate quality or performance.

**Operations Monitoring:** Watching gauges, dials, or other indicators to make sure a machine is working properly.

**Operation and Control:** Controlling operations of equipment or systems.

**Equipment Maintenance:** Performing routine maintenance on equipment and determining when and what kind of maintenance is needed.

**Troubleshooting:** Determining causes of operating errors and deciding what to do about it.

**Repairing:** Repairing machines or systems using the needed tools.

**Systems Analysis:** Determining how a system should work and how changes in conditions, operations, and the environment will affect outcomes.

**Systems Evaluation:** Identifying measures or indicators of system performance and the actions needed to improve or correct performance, relative to the goals of the system.

### ABILITIES ASSOCIATED WITH STEM OCCUPATIONS

**Problem Sensitivity:** The ability to tell when something is wrong or is likely to go wrong. It does not involve solving the problem, only recognizing that there is a problem.

**Deductive Reasoning:** The ability to apply general rules to specific problems.

**Inductive Reasoning:** The ability to combine pieces of information to form general rules or conclusions (includes finding a relationship among seemingly unrelated events).

**Mathematical Reasoning:** The ability to choose the right mathematical methods or formulas to solve a problem.

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### **STEM COMPETENCIES** (continued)

Number Facility: The ability to add, subtract, multiply, or divide quickly and correctly.

Perceptual Speed: The ability to quickly and accurately compare similarities and differences among sets of letters, numbers, objects, pictures, or patterns. The things to be compared may be presented at the same time or one after the other. This ability also includes comparing a presented object with a remembered object.

**Control Precision:** The ability to quickly and repeatedly adjust the controls of a machine or a vehicle to exact positions.

## WORK INTERESTS AND WORK VALUES ASSOCIATED WITH STEM OCCUPATIONS Work Values

**Achievement:** These jobs let you use your best abilities, see the results of your efforts and get the feeling of accomplishment.

**Independence:** These jobs allow you to do things on your own initiative, and make decisions on your own.

**Recognition:** These jobs offer good possibilities for advancement, and offer prestige or with potential for leadership.

#### **Work Interests**

Realistic: Realistic occupations frequently involve work activities that include practical, hands-on problems and solutions. They often deal with plants, animals, and real-world materials like wood, tools, and machinery. Many of the occupations require working outside, and do not involve a lot of paperwork or working closely with others. Investigative: Investigative occupations frequently involve working with ideas, and require an extensive amount of thinking. These occupations can involve searching for facts and figuring out problems mentally.

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is comprised of a full report, a state report and an executive summary. All can be accessed at cew.georgetown.edu/STEM

GEORGETOWN UNIVERSITY



Center

on Education

and the Workforce

3300 Whitehaven Street, NW, Suite 5000
Washington, DC 20007
Mail: Campus Box 571444,
Washington, DC 20057
cew.georgetown.edu





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- STEM jobs will be 5 percent of all jobs in Idaho in 2018.
- Idaho will demand a total of 37,840 STEM jobs by 2018, up from 33,740 in 2008.
- This represents a 12 percent increase in STEM jobs,
  5 percentage points below the national average.
- 37 percent of STEM jobs in Idaho will be in Computer Occupations by 2018.
- 90 percent of these jobs will require postsecondary education and training by 2018.
- 12 percent of all MA jobs and 11 percent of all PhD in Idaho will be in a STEM field by 2018.

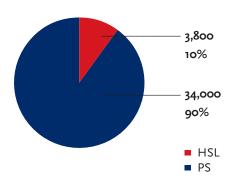
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EDUCATIONAL DISTRIBUTION OF STEM JOBS IN IDAHO (2018)					
High school or less	3,800	10%			
Some college	6,820	18%			
Associate's degrees	4,590	12%			
Bachelor's degrees	16,910	45%			
Master's degrees	5,050	13%			
Doctoral degrees	670	2%			
TOTAL	37,840	100%			

Occupational Distribution of STEM Jobs						
ARCHITECTS, SURVEYORS, & TECHNICIANS	COMPUTERS* M	IATHEMATICIANS	ENGINEERS & TECHNICIANS	LIFE & PHYSICAL SCIENTISTS		
3,170 8%	14,030 37%	740 2%	11,450 30%	8,450 22%		

 $<sup>{\</sup>bf *Computer\ Technicians,\ Programmers,\ and\ Scientists}$ 

Percent of State's Jobs that will be in STEM, by educational attainment							
HIGH SCHOOL OR LESS	SOME COLLEGE	ASSOCIATE'S	BACHELOR'S	MASTER'S	PhD		
1%	6%	3%	12%	10%	11%		



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#### **SUBJECT**

Complete College America Guided Pathways to Success in STEM Careers Technical Assistance Grant

#### **BACKGROUND/DISCUSSION**

Complete College America (CCA) has named Idaho as one of five states to receive a Guided Pathways to Success (GPS) in STEM Careers Initiative technical assistance grant. Other awardees are The District of Columbia, Illinois, Massachusetts, and Ohio.

The grant, supported by the Leona M. and Harry B. Helmsley Charitable Trust, will be used to develop and implement plans to provide clear academic degree maps, default class schedules, guaranteed milestone courses, and proactive advising support to students to support higher degree completion rates, particularly among non-traditional students who are underrepresented in the high demand fields of science, technology, engineering, and mathematics (STEM).

The University of Idaho, Idaho State University, Boise State University, and College of Southern Idaho will each participate as part of the grant. They were chosen based on current enrollment in areas of interest and workforce needs, strength of the programs that exist, working relationships between campuses that position them well to develop expanded 2+2 degree programs, and existing programs that can be leveraged to implement the GPS programs.

During the two-year grant period, State Board of Education staff, policy makers, and campus teams will work with national experts and practitioners to develop STEM completion goals, analyze local STEM labor markets, and implement Complete College America's GPS best practices.

In addition, Idaho will participate in a national network of state and postsecondary leaders dedicated to increasing STEM degrees and will have access to state convenings that showcase proven models of implementation.

#### **IMPACT**

Jobs in STEM, and related areas, continue to grow and provide higher wage career opportunities. Through this technical assistance grant, Idaho institutions will provide more skilled, qualified workers for STEM and related positions.

CCA will provide technical assistance to support the program development and implementation.

#### **BOARD ACTION**

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

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#### **SUBJECT**

Approval to revise the process for modification of the statement of student rights

#### REFERENCE

April 18, 2013	Presidents' Council Report – Presidents reviewed where
	each institution is related to alcohol on campus

each institution is related to alcohol on campus.

June 15, 2013 Presidents' Council Report – The University of Idaho Task

Force addressed alcohol/substance abuse issues.

August 15, 2013 Presidents' Council Report – discussion of recommendations

from University of Idaho Task Force, including recommendation for revisions to student code of conduct.

#### APPLICABLE STATUTE, RULE, OR POLICY

Idaho State Board of Education Governing Policies & Procedures, Section III.P. 12. Student Conduct, Rights, and Responsibilities.

#### **BACKGROUND/DISCUSSION**

As part of a comprehensive review of the alcohol and substance abuse policies at the University of Idaho (UI), and in line with recommendations of the President's Task Force on Alcohol and Substance Abuse at the UI, the university is proceeding with its internal process for revisions to the their Student Affairs Policies relating to the Student Code of Conduct, the Sexual Harassment & Sexual Violence Pertaining Specifically to Students Policy, the Student Judicial System, and the Statement of Student Rights.

Board Policy III.P.12 requires institutions have a statement of student rights, as well as a code of student conduct in which a student charged with violating the code receives reasonable notice of the charge and is given an opportunity to be heard and present testimony in his or her defense. The Board policy further states that "such statements of student rights and codes of conduct, and any subsequent amendments, are subject to review and approval of the chief executive officer."

The current Statement of Student Rights at the UI contains, among other things, detailed provisions on the process for adjudicating student discipline matters, many of which are duplicated in the UI's Student Code of Conduct and are the subject of proposed revisions being considered by the University Faculty Senate.

Section VI of the current statement of student rights sets out a process requirement for the faculty and the student body to propose amendments to the Statement of Student Rights. The requirement includes a two-thirds affirmative vote of the students voting in an election in which at least 35 percent of the students vote, together with the affirmative vote of a majority of the university faculty, at a meeting at which a quorum is present. These requirements are not

required by Board policy, and they exceed the requirements for any other policy change at the university. Additionally, Section VI contains language to the effect that only the Board can make changes to the statement even though the Board did not create the policy in the first instance, as well as language that may appear to limit the ability of the governing faculty body to make changes when deemed necessary or prudent in the same fashion as other university policies.

Section VI of the current Statement of Student Rights contemplates changes made directly by the Board. Direct change by the Board does not require the processes outlined in the preceding paragraph. The Vice Provost for Student Affairs and Dean of Students has been working with university faculty leadership, student leadership, and general counsel to address the need for overall revisions to the student conduct policies, including the current Statement of Student Rights.

The student senate of the Associated Students of the University of Idaho (ASUI) put forth a resolution calling for the Regents to amend the Statement of Student Rights to replace a vote of the student senate with the requirement for a vote of the student body. This resolution itself is outside the process for amendment to the Statement of Student Rights as set out in Section VI; however, Section VI also recognizes the plenary authority of the Regents to effect a change to the Statement of Student Rights without any request. This resolution also evidences the need for clarity in the amendment process for the University of Idaho and consistency with overarching policies of the Board.

#### **IMPACT**

Clarification by the Board of the required process for revisions to the UI Statement of Student Rights will provide clarity to University of Idaho as to the process for contemplated revisions to the University's Student Code of Conduct and related policies to occur within the same processes established for other university-wide policy changes.

#### **ATTACHMENTS**

Attachment 1 – FSH2200 Statement of Student Rights Page 5
Attachment 2 – ASUI of the Senate Resolution Page 10

#### STAFF COMMENTS AND RECOMMENDATIONS

The Ul's General Counsel indicates that mandated student vote and required approval of the Regents, as described in Section VI of the UI Statement of Student Rights as pre-requisites to presidential approval of revisions to the Statement of Student Rights, is inconsistent with Board policy III.P., subsection 12, which places the authority for approval of such amendments with the institution presidents.

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I move to confirm that pursuant to Board Policy III.P., subsection 12, the President of the University of Idaho has the authority to approve amendments to the University of Idaho's Statement of Students Rights and that the requirement of a prior affirmative student vote and direct approval of the Board to effect any such change is inconsistent with Board Policy III.P., subsection 12.

Moved by	Seconded by	Carried Yes	No
		_ • • • • • • • • • • • • • • • • • • •	

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#### 2200

### STATEMENT OF STUDENT RIGHTS

PREAMBLE: The regents recognize that students enjoy the same inalienable rights as other citizens under the constitution and laws of the United States, and have, therefore, adopted the following statement, the purpose of which is to guarantee basic and fundamental rights to UI students. Except for the addition of the second sentence in IV-9, this version is identical to that which appeared in the 1979 Handbook. For purposes of this statement, a "student" is any person who is regularly enrolled in UI as an undergraduate, graduate, law, or nonmatriculated student and who is not a member of the faculty. For further information, contact the Dean of Students (208-885-6757). See also the preamble to 2300.

## **CONTENTS:**

Section I. Freedom of Association

Section II. Freedom of Inquiry and Expression

Section III. Disciplinary Regulations

Section IV. Disciplinary Hearings and Procedures

Section V. Protection Against Improper Disclosure

Section VI. Construction and Amendment

# SECTION I--FREEDOM OF ASSOCIATION.

- 1. Students shall be free to organize and join associations to promote their common interests.
- 2. UI approval shall not be required for the organization of any student association. The operation of such an association is subject to regulations necessary for the orderly scheduling of events, but in no case shall the views or objectives of the association be a basis for exercising these or other regulatory powers. In the event that UI regulations are violated, disciplinary action will be taken only against individual students and not against the association.
- 3. UI may require student associations to submit a list of officers and objectives, but they shall not otherwise be required to disclose their membership.

**SECTION II--FREEDOM OF INQUIRY AND EXPRESSION**. [See also <u>6220</u>.]

- 1. Students and student associations shall be free to examine and discuss all questions of interest to them and to express their opinions publicly or privately, subject only to civil and criminal law.
- 2. Students shall be free to support causes by any lawful means.
- 3. Student associations shall be free to invite and to hear any person at their meetings.
- 4. All official student communications media shall have the right to establish and maintain internal control of operations and content, free from prior censorship. Only for proper and stated causes will editors and managers be subject to removal, and then only by procedures prescribed at a prior date.

## SECTION III--DISCIPLINARY REGULATIONS.

- 1. Disciplinary regulations may be enacted only to govern the conduct of students on campus or at authorized UI activities. Such disciplinary regulations shall be approved by the faculty and shall be codified and published under the title of a "Student Code of Conduct."
- 2. Internal regulations of UI residence halls need not be included in the "Student Code of Conduct," but shall otherwise conform to the provisions of this section.
- 3. No disciplinary regulation shall take effect until after it has been published. No ex post facto regulation shall be enacted.
- 4. No disciplinary regulation shall discriminate against any student because of race, color, national origin, religion, sex, age, or disability, nor shall any regulation in any way deny to any student equal protection of the laws.

## SECTION IV--DISCIPLINARY HEARINGS AND PROCEDURES.

1. "Disciplinary action" is defined as any penalty imposed for misconduct, including cheating and plagiarism. Disciplinary action, except that action necessary to stop a violation, shall not be taken against any student until his or her guilt has been ascertained at a fair and impartial hearing before a body authorized by the faculty for that purpose. Basic requirements of due process and fair play must be observed.

- 2. Disciplinary hearings shall be commenced only for alleged violations of regulations that have been properly enacted and that are in force at the time of the violation.
- 3. Students who are suspected of violations may be questioned, but they must be informed at the beginning of such questioning of the right to remain silent. No form of coercion or harassment shall be used in questioning.
- 4. Neither the premises inhabited by students nor their personal possessions shall be searched or seized in violation of federal or state law.
- 5. A disciplinary hearing may be waived and informal disposition of disciplinary action may be made by agreed settlement with the student or an order by the hearing board consented to by the student. If the student pleads guilty or fails to appear after receiving proper notice, an appropriate penalty may be imposed.
- 6. Except as provided in paragraph 5, the student charged with the violation shall: (a) be entitled to prompt hearing, (b) be informed in writing of the specific charges for proposed disciplinary action, (c) be given sufficient time to prepare for the hearing, and (d) state in writing whether he or she wishes the disciplinary hearing to be public or private.
- 7. During the disciplinary hearing and except as provided in paragraph 5, the student charged with the violation: (a) may be assisted by an adviser of his or her choice, (b) shall be given the opportunity to testify and to present evidence and witnesses on his or her behalf, (c) shall have the opportunity to hear and question adverse witnesses, (d) must have all testimony or evidence introduced in his or her presence unless he or she refuses to appear or fails to appear after having received proper notice, and (e) shall not be forced to testify against himself or herself and his or her refusal to testify shall not be considered as evidence against him or her.
- 8. The hearing board: (a) shall disregard any evidence secured by improper questioning or by illegal search and seizure, (b) shall assume the innocence of the student charged with the violation and shall place the burden of proof upon the party seeking disciplinary action, (c) shall base its findings and decision exclusively upon proper evidence and testimony and upon facts that are universally regarded as true (hearing boards should hear evidence on any disputed points;

however, the board may itself take notice of facts that everyone agrees are true; for example, evidence does not have to be introduced to show it was dark if the act in question is clearly shown to have occurred at midnight), and (d) must state its findings and its decision in writing.

- 9. A student may be expelled or suspended from UI as a penalty for violating disciplinary regulations only if his or her misconduct seriously and critically endangers the essential operation of UI or the safety of members of the university community. By action of the regents, violations of alcohol related disciplinary regulations may lead to suspension or expulsion even without a showing that the misconduct seriously and critically endangers the essential operation of UI or the safety of members of the university community. (See 2300 XI-10.)
- 10. No student shall be tried twice for the same offense within the UI system of disciplinary hearings.
- 11. Any party to a disciplinary hearing shall have the right to appeal the decision to the faculty or its duly authorized representative. Subsequent appeals may be taken to the president and to the regents when the president and the regents agree to hear the appeal.
  - a. A student found guilty of a disciplinary violation will be entitled to a new hearing if prejudicial error is found on appeal. If the appellate body affirms the action of the hearing body, the severity of the penalty shall not be increased.
  - b. Except in extraordinary circumstances, any disciplinary action shall be held in abeyance until appeals have been completed.
  - c. Appellate bodies may consider the validity of the regulations under which a disciplinary hearing was held, the compliance of the hearing body with provisions of this statement, and the adequacy of the hearing body's findings and decision.
  - d. Appellate bodies shall establish their own procedures; these must include adequate notice to the parties and sufficient opportunity for the parties to prepare their arguments.

**SECTION V--PROTECTION AGAINST IMPROPER DISCLOSURE**. [See also <u>2600</u>.]

- 1. Students shall be protected from improper disclosure of data from their disciplinary records. Such data shall only be made available: (a) in cases of legal compulsion, (b) when the student's written permission is secured, or (c) to persons within UI who are directly involved in the disciplinary proceedings established in this statement, and then only to the extent that consultation of the record is essential to determine the charge against the student or to determine penalties, and (d) provided that transcripts of academic records shall not contain information about disciplinary action except when such action affects the eligibility of the student to continue as a member of the academic community.
- 2. Information about a student contained in academic and counseling records shall be considered confidential. Information about the views, beliefs, and associations of students acquired by instructors and advisers may be released only with the written consent of the student. Judgments of ability and character may be provided, however. Information accumulated in counseling students on personal problems of a private or confidential nature shall be available only to those persons authorized by the student's written permission.
- 3. Information in academic and counseling records may be released only when: (a) such release is legally compelled, (b) the student gives written authorization for such release, (c) faculty and staff members have adequate reasons, as defined by the faculty, to consult academic records, or (d) individual students are neither identified nor identifiable in statistical summaries of academic records.

## SECTION VI--CONSTRUCTION AND AMENDMENT.

- 1. The enumeration of rights in this statement shall not be construed to deny or disparage other rights retained by students.
- 2. This statement may be amended by the regents. Proposals for amendments from the university community will be made upon a two-thirds affirmative vote of the students voting in an election in which at least 35 percent of the students vote, together with the affirmative vote of a majority of the university faculty at a meeting at which a quorum is present.
- 3. No legislation enacted by students or by the faculty shall supersede or conflict with the provisions of this statement.



PO Box 442535 Moscow ID 83844-2535

> Phone: 208-885-6331 Fax: 208-885-6944 www.asui.uidaho.edu

# RECEIVED NOV 0 8 2013

OFFICE OF THE STATE BOARD OF EDUCATION

November 5, 2013

Included is a resolution passed by the Senate of the Associated Students University of Idaho Senate on October 30, 2013 expressing our support for the change of section 22000 VI of the statement of student rights of the University of Idaho *Faculty-Staff Handbook*. The handbook currently requires a 2/3 affirmative student vote with at least 35% of the student body participating. It is the belief of the Associated Students of the University of Idaho Senate that such a level of participation is unattainable and a huge reason the Statement of Students Rights has remained unchanged for over 40 years.

Senate Resolution NO. F13-04 urges all parties involved to change the requirement to be a 2/3 affirmative vote of all members of the ASUI Senate. The ASUI Senate is a student-elected group of leaders whose duty it is to represent all student interests. We believe that our student body is best equipped to represent student norms, impact student culture, and transparently direct our Student Code of Conduct.

Currently, the Statement of Students Rights neither reflects University of Idaho student values, nor the laws and culture of the 21<sup>st</sup> Century. We hope that you will best serve student interests at the University of Idaho and help us change section 2200 VI of the Statement of Student Rights of the University of Idaho *Faculty-Staff Handbook*.

Sincerely,

Taylor Williams

Vice President, ASUI

On Behalf of: The Associated Students University of Idaho Senate

# IN THE SENATE SENATE RESOLUTION NO. F13-04 BY SENATOR ARAMA SPONSORED BY SENATOR FILICETTI

1	A RESOLUTION
2	
3	EXPRESSING OUR SUPPORT FOR THE CHANGE OF SECTION 2200 VI OF THE
4	STATEMENT OF STUDENT RIGHTS OF THE UNIVERSITY OF IDAHO FACULTY-STAFF
5	HANDBOOK
6	
7	WHEREAS, any amendment to the Statement of Students Rights in the University of Idaho Faculty-
8	Staff Handbook requires a 2/3 majority vote of students with at least 35% of the student body
9	participating, as outlined in Section 2200 VI;
10	
11	WHEREAS, attempting to capture over a third of the University of Idaho Student body in a vote is
12	unrealistic;
13	
14	WHEREAS, the Senate of the Associated Students of the University of Idaho is comprised of
15	students elected by the Student body, representing their interests and desires;
16	
17	THEREFORE, be it resolved that the Senate of the Associated Students of the University of Idaho
18	supports a change in the Statement of Students Rights in the University of Idaho Faculty-Staff
19	Handbook, section 2200 VI, removing the requirement for a vote of the student body, and adding the
20	requirement for a 2/3 positive vote of all members of the ASUI Senate.
21	

# COPIES OF THIS RESOLUTION SHALL BE SENT TO

Idaho State Board of Education Dean Bruce Pitman Associate Dean Craig Chatriand Faculty Senate UJC Student Code of Conduct revision task force The Argonaut

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TAB	DESCRIPTION	ACTION
1	FY 2013 FINANCIAL STATEMENTS REVIEW	Motion to approve
2	FY 2013 COLLEGE AND UNIVERSITIES' NET POSITION BALANCES	Information item
3	FY 2013 COLLEGE and UNIVERSITIES' FINANCIAL RATIOS	Information item

AUDIT i

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AUDIT ii

## SUBJECT

Presentation of audit findings by the Board's external auditor

### REFERENCE

December Annual report submitted to the Board

# APPLICABLE STATUTE, RULE OR POLICY

Idaho State Board of Education Bylaws, Section V.H.4.f.

# **BACKGROUND/DISCUSSION**

The Board contracts with Moss Adams LLP, an independent certified public accounting firm, to conduct the annual financial audits of Boise State University, Idaho State University, University of Idaho, Lewis-Clark State College, and Eastern Idaho Technical College. FY 2013 is the ninth year that Moss Adams has conducted audits of the financial statements for the colleges and universities.

The audits are conducted in accordance with Generally Accepted Government Auditing Standards and include an auditor's opinion on the basic financial statements.

### **IMPACT**

The external auditor, Moss Adams, will present their audit findings.

## STAFF COMMENTS AND RECOMMENDATIONS

In October, institution management presented their financial statements to the Audit Committee and Board staff. Moss Adams conducted a review of their audit findings with members of the Audit Committee, Business Affairs and Human Resources Committee and Board staff. Board members were subsequently provided the audit reports and financial statements.

# **BOARD ACTION**

I move to accept from the Audit Committee the Fiscal Year 2013 financial audit reports for Boise State University, Idaho State University, University of Idaho, Lewis-Clark State College, and Eastern Idaho Technical College, as presented by Moss Adams LLP.

Moved by	Seconded by	Carried Yes	No
----------	-------------	-------------	----

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## **SUBJECT**

FY 2013 College and Universities' Net Position Balances

### REFERENCE

December

Annual report submitted to the Board

# **BACKGROUND/DISCUSSION**

The volatility of state funding as well as fluctuations in enrollment and tuition revenue necessitates the need for institutions to maintain fund balances sufficient to stabilize their operating budgets. Best practices for responsible fiscal policy suggest that institutions maintain an unrestricted fund balance at a level that: (1) represents 5 to 15 percent of operating expenses; or (2) is sufficient to fund no less than one to two months of operating expenditures.<sup>1</sup>

As such, the Board has set a minimum target reserve of 5% of operating expenditures as a benchmark in its Strategic Plan (Goal 3, Objective A).

The net position balances are shown in the Attachments as of June 30, 2013. The net position is broken down as follows:

**Invested in capital assets, net of related debt:** This represents an institution's total investment in capital assets, net of accumulated depreciation and outstanding debt obligations related to those capital assets. To the extent debt has been incurred but not yet expended for capital assets, such amounts are not included.

**Restricted, expendable:** This represents resources which an institution is legally or contractually obligated to spend in accordance with restrictions imposed by external third parties.

**Restricted, nonexpendable:** This represents endowment and similar type funds in which donors or other outside sources have stipulated, as a condition of the gift instrument, that the principal is to be maintained inviolate and in perpetuity, and invested for the purpose of producing present and future income, which may either be expended or added to principal.

**Unrestricted:** This represents resources derived from student tuition and fees, and sales and services of educational departments and auxiliary enterprises. These resources also include auxiliary enterprises, which are substantially self-supporting activities that provide services for students, faculty and staff. Not all source of revenues noted above are necessarily present in the unrestricted balance.

**AUDIT COMMITTEE** 

<sup>&</sup>lt;sup>1</sup> Government Finance Officers Association (2009). Best Practice: Appropriate Level of Unrestricted Fund Balance in the General Fund. Retrieved from <a href="http://www.gfoa.org/index.php?option=com">http://www.gfoa.org/index.php?option=com</a> content&task=view&id=120&Itemid=134

Within the category of **Unrestricted Net Position**, the institutions reserve funds for the following:

**Obligated:** Contractual obligations represent a variety of agreements which support initiatives or operations that have moved beyond management planning into execution. Obligations include contracts for goods and services, including construction projects. Obligations contain debt service commitments for outstanding debt and staffing commitments for personnel. These amounts also consist of inventories and other balances for which contractual commitments exist.

**Designated:** Designated net position represents balances not yet legally contracted but have been dedicated to initiatives that have been deemed to be strategic or mission critical. Balances include capital or maintenance projects that are in active planning phases. Facility and administrative cost recovery returns from sponsored projects (grants and contracts) are reinvested in infrastructure or on efforts to obtain additional grant funding. Documented central commitments to initiatives that have been approved at an executive level are designated.

Note: Designated reserves are not yet legally contracted, so technically they are still subject to management decision or reprioritization. However, it's critical to understand that these net position balances are a snapshot in time as of June 30, 2013, so reserves shown as "designated" on this report could be "obligated" at any point in the current fiscal year.

**Unrestricted Funds Available:** Balance represents reserves available to bridge uneven cash flows as well as future potential funding shortfalls such as:

- Budget reductions or holdbacks
- Enrollment fluctuations
- Unfunded enrollment workload adjustment (EWA)
- Unfunded occupancy costs
- Critical infrastructure failures

### **IMPACT**

The institutions' unrestricted available balances as a percent of operating expenses are as follows:

	FY 2012	FY 2013
BSU:	3.5%	5.0%
ISU:	7.3%	11.7%
UI:	2.6%	2.7%
LCSC:	3.8%	5.1%

# **ATTACHMENTS**

BSU Net Position Balances	Page 5
ISU Net Position Balances	Page 7
UI Net Position Balances	Page 9
LCSC Net Position Balances	Page 11

# STAFF COMMENTS AND RECOMMENDATIONS

The institutions will present a brief analysis of their respective unrestricted net position.

# **BOARD ACTION**

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

AUDIT COMMITTEE TAB 2 Page 3

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AUDIT COMMITTEE TAB 2 Page 4

# **Boise State University**

# **Net Position Balances**

As of June 30, 2013

Information Taken from Workpapers Relating to Audited Financial Statements

1	Net Position:	Boise State
2	Invested in capital assets, net of related debt	268,939,391
3	Restricted, expendable	14,553,946
4	Restricted, nonexpendable	0
5	Unrestricted	101,641,284
6	Total Net Position	\$385,134,621
7		
8	Unrestricted Net Position:	\$101,641,284
9	Obligated (Note A)	
10	Debt Reserves	18,439,678
11	Capital Projects	
12	Facilities	20,718,867
13	Equipment	3,914,815
14	Program Commitments	
15	Academic	3,508,789
16	Research	3,005,091
17	Other	4,006,819
18	Administrative Initiatives	2,221,606
19	Total Obligated	55,815,665
20	Designated (Note B)	
21	Capital Projects	
22	Facilities	9,800,000
23	FFE	3,760,990
24	Program Commitments	
25	Academic	6,769,183
26	Research	6,412,637
27	Other	1,228,075
28	Administrative Initiatives	349,045
29	Other	1,491,100
30	Total Designated	29,811,031
31		<del></del>
32	Unrestricted Funds Available (Note C)	\$16,014,589
33		
34	Operating expenses	319,371,835
35	Ratio of Unrestricted Funds Available to operating expenses	5.0%
36	5% of operating expenses (minimum reserve target)	15,968,592
37		
38	Two months of operating expenses	53,228,639
39	Ratio of Unrestricted Funds Available to two months of operating expenses	30%
40	Number of days expenses covered by Unrestricted Funds Available	18.30

Note A:

**Obligated** - Contractual obligations represent a variety of agreements which support initiatives or operations that have moved beyond management planning into execution. Obligations include contracts for goods and services, including construction projects. Obligations contain debt service and staffing commitments for outstanding debt and personnel. These amounts also consist of inventories and other balances for which a contractual commitments exist.

Note B:

**Designated** - Designated net assets represent balances that are not yet legally contracted, but have been dedicated to initiatives that have been deemed to be strategic or mission critical. Balances include capital or maintenance projects that are in active planning phases. Facility and administrative returns from sponsored projects (grants and contracts) are reinvested in infrastructure or on efforts to obtain additional grant funding. Documented central commitments to initiatives that have been approved at an executive level are designated.

Note C:

**Unrestricted Funds Available** - Balance represents reserves available to bridge uneven cash flows as well as future potential reduced funding. Current examples of potential future reductions are:

Federal grant reductions related to shut-down, debt ceiling Unfunded Enrollment Workload Adjustment (EWA) Enrollment fluctuations

# **Idaho State University**

# **Net Position Balances**

As of June 30, 2013

Information Taken from Workpapers Relating to Audited Financial Statements

1	Net Position:	FY13
2	Invested in capital assets, net of related debt	\$124,561,381
3	Restricted, expendable	\$4,581,880
4	Restricted, nonexpendable	
5	Unrestricted	\$84,105,550
6	Total Net Position	\$213,248,811
7		
8	Unrestricted Net Position:	84,105,550
9	Obligated (Note A)	
10	Debt Reserves	10,576,572
11	Capital Projects	
12	Facilities	-
13	Equipment	5,391,294
14	Program Commitments	
15	Academic	9,605,061
16	Research	56,007
17	Other	·
18	Administrative Initiatives	
19	Other	3,287,432
20		-
21	Total Obligated	28,916,367
22		, ,
23	Designated (Note B)	
24	Capital Projects	
25	Facilities	4,971,571
26	Equipment	, ,
27	Program Commitments	
28	Academic	9,247,718
29	Research	2,313,488
30	Other	9,552,663
31	Administrative Initiatives	
32	Other	3,000,000
33		-
34	Total Designated	29,085,440
35		
36	Unrestricted Available (Note C)	\$26,103,744
37		
38	Operating expenses	223,289,422
39	Ratio of Unrestricted Funds Available to operating expenses	11.7%
40	5% of operating expenses (minimum available reserve target)	11,164,471
41		. ,
42	Two months operating expenses	37,214,904
43	Ratio of Unrestricted Funds Available to two months of operating expenses	70%
44	Number of days expenses covered by Unrestricted Funds Available	42.67
		- •

Note A:

Obligated - Contractual obligations represent a variety of agreements which support initiatives or operations that have moved beyond management planning into execution. Obligations include contracts for goods and services, including construction projects. Obligations contain debt service commitments for outstanding debt and staffing commitments for personnel. These amounts also consist of inventories and other balances for which a contractual commitments exist.

Note B:

Designated - Designated net assets represent balances that are not yet legally contracted, but have been dedicated to initiatives that have been deemed to be strategic or mission critical. Balances include capital or maintenance projects that are in active planning phases. Facility and administrative returns from sponsored projects (grants and contracts) are reinvested in infrastructure or on efforts to obtain additional grant funding. Documented central commitments to initiatives that have been approved at an executive level are designated.

Note C:

Unrestricted Funds Available - Balance represents reserves available to bridge uneven cash flows as well as future potential reduced funding.



# Idaho College and Universities Net Position Balances

As of June 30, 2013

Information Taken from Workpapers Relating to Audited Financial Statements

Net Assets:	ι	Jniv	ersity of Idal		
Invested in capital assets, net of related debt				\$	243,070,92
Restricted, nonexpendable					
Restricted, expendable					28,851,31
Unrestricted					57,110,97
Total Net Assets				\$	329,033,21
Unrestricted Net Assets:				\$	57,110,97
Obligated (Note A)					
- Debt Service and Real Estate Lease Obligations		\$	16,162,350		
- Capital Project and Equipment Funds			12,395,809		
- Legacy Crossing Purchase			1,850,000	_	
Total Obligated Funds				\$	30,408,15
Designated (Note B)					
Academic Funds:					
- Dedicated Course Fees	\$ 217,996				
- Research Funds	131,507				
- Faculty Start-up Funds	151,609				
- Support Funds	680,500				
Total Academic Funds		\$	1,181,613		
Agricultural Extension Funds:					
- Agricultural Extension Education Funds	\$ 146,249				
- Agricultural Extension Research Funds	223,020				
- Agricultural Extension Support Funds	331,718				
Total Agricultural Extension Funds			700,988		
Student Funds:					
- Student Services Funds	\$ 183,902				
- Student Scholarship Funds	29,282				
Total Student Funds			213,184		
Faculty Start-up & Research Support Funds (from F&A)			1,873,016		
Anticipated University Capital Projects					
(Completion Costs for President's Residence Project)			400,000		
Service Center			268,839		
Benefits & Self-Insured Health Plan			3,729,852		
Auxiliary Services Funds			8,431,890		
Facility/Departmental Repair and Replacement Funds			87,328	_	
Total Designated Funds				\$	16,886,70
Unrestricted Available (Note C)				\$	9,816,10



11	Operating expenses	\$368,809,200
12	Ratio of Unrestricted Funds Available to operating expenses	2.7%
13	5% of operating expenses (minimum available reserve target)	\$18,440,460
14	Two months operating expenses	\$61,468,200
15	Ratio of Unrestricted Funds Available to two months of operating expenses	16%
16	Number of days expenses covered by Unrestricted Funds Available	10

### **NOTES**

# **Note A: Obligated** - Contractual obligations represent a variety of agreements which support initiatives or operations that have moved beyond management plannning into execution. Obligations

include contracts for goods and services, including construction projects. Obligations contain debt service commitments for outstanding debt and staffing commitments for personnel. These amounts also consist of inventories and other balances for which a contractual commitments exist.

#### Note B:

**Designated** - Designated net assets represent balances that are not yet legally contracted, but have been dedicated to initiatives that have been deemed to be strategic or mission critical. Balances include capital or maintenance projects that are in active planning phases. Facility and adminstrative returns from sponsored projects (grants and contracts) are reinvested in infrastructure or on efforts to obtain additional grant funding. Documented central commitments to initiatives that have been approved at an executive level are designated.

#### Note C: Unrestricted Funds Available - Balance represents reserves available to bridge uneven cash

flows as well as future potential reduced funding. Current examples of potential future reductions are:

Budget reductions or holdbacks Enrollment fluctuations Unfunded Enrollment Workload Adjustment (EWA) Loss of ARRA funding

# Lewis-Clark State College

# **Net Position Balances**

As of June 30, 2013

Information Taken from Workpapers Relating to Audited Financial Statements

1	Net Position:	LCSC
2	Invested in capital assets, net of related debt	\$44,002,266
3	Restricted, expendable	1,001,909
4	Restricted, nonexpendable	0
5	Unrestricted	26,099,649
6	Total Net Position	\$71,103,824
7		
8	Unrestricted Net Position:	\$26,099,649
9	Obligated (Note A)	. , ,
10	Debt Reserves	3,575,221
11	Other	317,539
12		
13	Total Obligated	3,892,760
14		
15	Designated (Note B)	
16	Capital Projects	
17	Facilities	5,415,588
18	Equipment	4,030,914
19	Program Commitments	
20	Academic	4,834,423
21	Other	4,910,041
22	Other	540,977
23		
24	Total Designated	19,731,943
25		
26	Unrestricted Available (Note C)	\$2,474,946
27		
28	Operating expenses	48,102,713
29	Ratio of Unrestricted Funds Available to operating expenses	5.1%
30	5% of operating expenses (minimum available reserve target)	2,405,136
31		
32	Two months operating expenses	8,017,119
33	Ratio of Unrestricted Funds Available to two months of operating expenses	31%
34	Number of days expenses covered by Unrestricted Funds Available	19

- Note A: Obligated Contractual obligations represent a variety of agreements which support initiatives or operations that have moved beyond management planning into execution. Obligations include contracts for goods and services, including construction projects. Obligations contain debt service commitments for outstanding debt and staffing commitments for personnel. These amounts also consist of inventories and other balances for which a contractual commitments exist.
- Note B: Designated Designated net assets represent balances that are not yet legally contracted, but have been dedicated to initiatives that have been deemed to be strategic or mission critical. Balances include capital or maintenance projects that are in active planning phases. Facility and administrative returns from sponsored projects (grants and contracts) are reinvested in infrastructure or on efforts to obtain additional grant funding. Documented central commitments to initiatives that have been approved at an executive level are designated.
- **Note C:** Unrestricted Funds Available Balance represents reserves available to bridge uneven cash flows as well as future potential reduced funding. Current examples of potential future reductions are:

Enrollment fluctuations
Budget reductions or holdbacks

# AUDIT DECEMBER 19, 2013

## SUBJECT

FY 2013 College and Universities' Financial Ratios

### REFERENCE

December

Annual report submitted to the Board

### **BACKGROUND/DISCUSSION**

The ratios presented measure the financial health of the institution and include the composite index comprised of four ratios. The ratios are designed as a management tool to measure financial activity and trends within an institution. They do not lend themselves to comparative analysis between institutions because of the varying missions and current initiatives taking place at a given institution. An important caveat is that affiliated entities (e.g. foundations) are reported as component units in the college and universities' financial statements. Foundation assets in particular may have a material effect on an institution's ratios even though foundation assets are not liquid for purposes of institutional operating expenses. As such, the institutions' respective ratios may be artificially inflated by foundation assets. That said, these ratio benchmarks are the industry standard, and no benchmarks have been developed which exclude affiliated entity assets.

Ratio	Measure	Benchmark
Primary reserve	Sufficiency of resources and their	.40
	flexibility; good measure for net assets	
Viability	Capacity to repay total debt through	1.25
	reserves	
Return on net assets	Whether the institution is better off	6.00%
	financially this year than last	
Net operating revenues	Whether institution is living within	2.00%
	available resources	
Composite Index	Combines four ratios using weighting	3.0

### **IMPACT**

The ratios and analyses are provided in order for the Board to review the financial health and relative efficiency of each institution.

# **ATTACHMENTS**

Boise State University	Page 3
Idaho State University	Page 4
University of Idaho	Page 5
Lewis-Clark State College	Page 6

## STAFF COMMENTS AND RECOMMENDATIONS

The institutions will present a brief analysis of the financial ratios and be available for questions by the Board.

# AUDIT DECEMBER 19, 2013

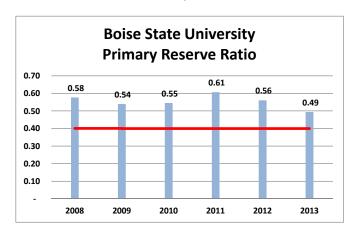
# **BOARD ACTION**

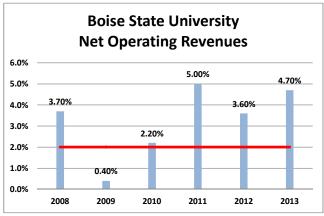
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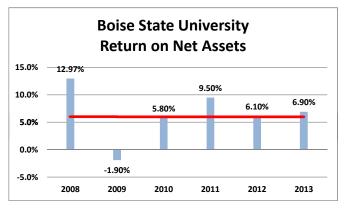
# **Boise State University**

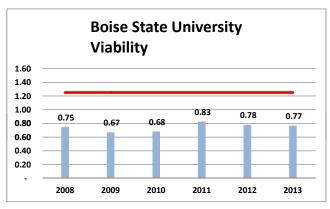
	2008	2009	2010	2011	2012	2013 B	enchmark
Primary Reserve	0.58	0.54	0.55	0.61	0.56	0.49	0.40
Net Operating Revenues	3.7%	0.4%	2.2%	5.0%	3.6%	4.7%	2.00%
Return on Net Assets	13.0%	-1.9%	5.8%	9.5%	6.1%	6.9%	6.00%
Viability	0.75	0.67	0.68	0.83	0.78	0.77	1.25
CFI	3.98	1.85	2.91	3.98	3.28	3.31	3.0

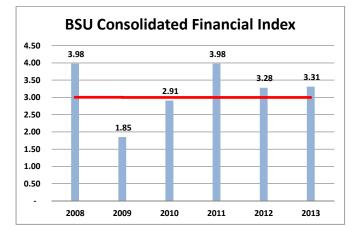
<sup>\* 2008</sup> was restated for FASB cu presentation

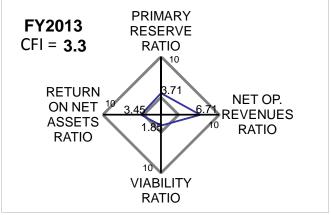






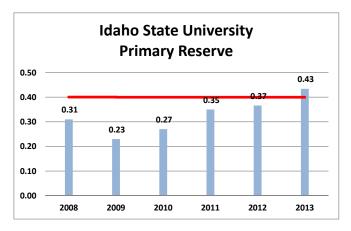


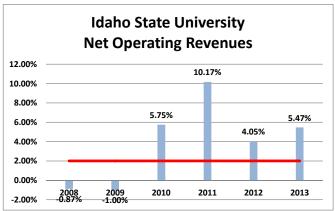


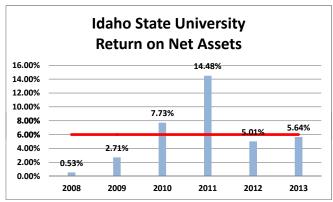


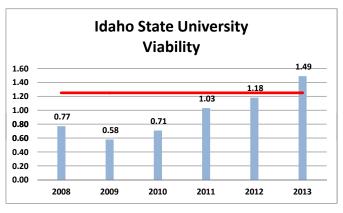
# **Idaho State University**

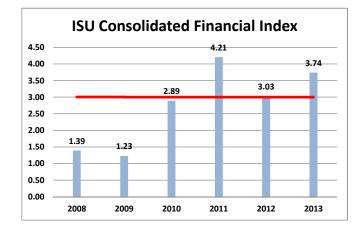
	2008	2009	2010	2011	2012	2013 B	enchmark
Primary Reserve	0.31	0.23	0.27	0.35	0.37	0.43	0.40
Net Operating Revenues	-0.87%	-1.00%	5.75%	10.17%	4.05%	5.47%	2.00%
Return on Net Assets	0.53%	2.71%	7.73%	14.48%	5.01%	5.64%	6.00%
Viability	0.77	0.58	0.71	1.03	1.18	1.49	1.25
CFI	1.39	1.23	2.89	4.21	3.03	3.74	3.0

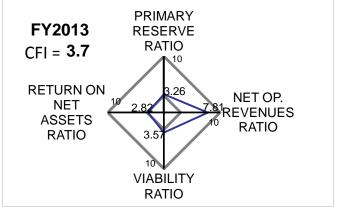






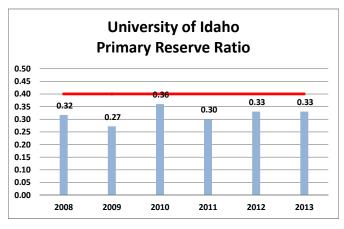


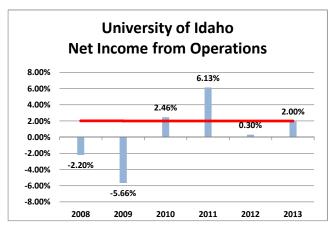


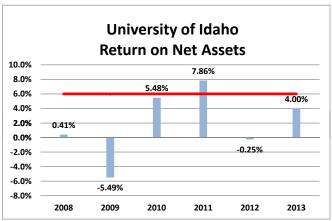


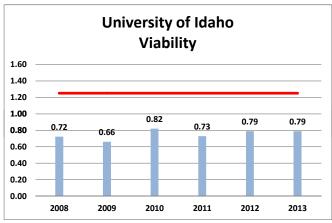
# **University of Idaho**

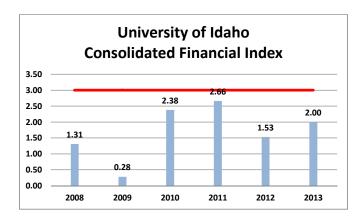
	2008	2009	2010	2011	2012	2013 B	encnmark
Primary Reserve Ratio	0.32	0.27	0.36	0.30	0.33	0.33	0.40
Net Operating Revenues	-2.20%	-5.66%	2.46%	6.13%	0.30%	2.00%	2.00%
Return on Net Assets	0.41%	-5.49%	5.48%	7.86%	-0.25%	4.00%	6.00%
Viability	0.72	0.66	0.82	0.73	0.79	0.79	1.25
CFI	1.31	0.28	2.38	2.66	1.53	2.00	3.0

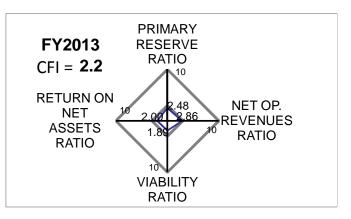






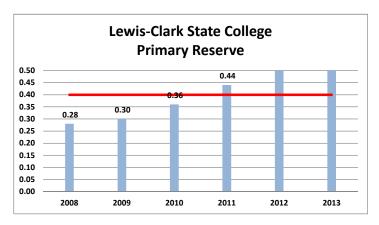


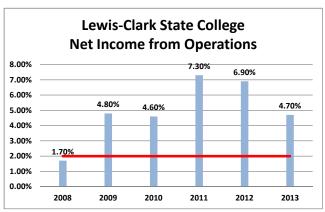


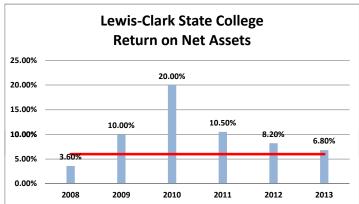


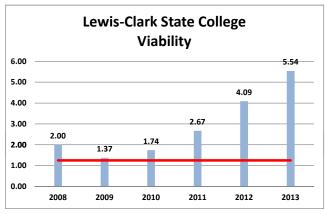
# **Lewis-Clark State College**

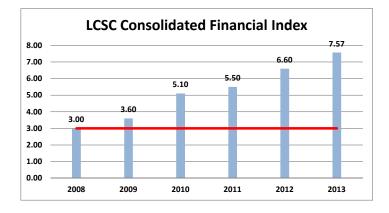
	2008	2009	2010	2011	2012	2013 B	enchmark
Primary Reserve	0.28	0.30	0.36	0.44	0.53	0.60	0.40
Net Operating Revenues	1.70%	4.80%	4.60%	7.30%	6.90%	4.70%	2.00%
Return on Net Assets	3.60%	10.00%	20.00%	10.50%	8.20%	6.80%	6.00%
Viability	2.00	1.37	1.74	2.67	4.09	5.54	1.25
CFI	3.00	3.60	5.10	5.50	6.60	7.57	3.00

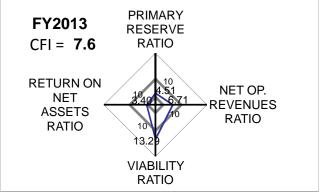












TAB	DESCRIPTION	ACTION
1	BOISE STATE UNIVERSITY  Multi-Year Employment Agreement – Head Swimming and Diving Coach	Motion to approve
2	IDAHO STATE UNIVERSITY  Multi-Year Employment Agreement – Head Women's Softball Coach	Motion to approve
3	OFFICE OF THE STATE BOARD OF EDUCATION Appointment of the Chief Academic Officer	Motion to approve
4	BOISE STATE UNIVERSITY  Material Terms for Employment Agreement – Head Football Coach	Motion to approve

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## **BOISE STATE UNIVERSITY**

### **SUBJECT**

Two year employment contract for the Women's Swimming and Diving Head Coach

# **REFERENCE**

October 2011 Board approved employment agreement with Kristin Hill as Women's Swimming and Diving Head Coach

# APPLICABLE STATUTE, RULE, OR POLICY

Idaho State Board of Education Governing Policies & Procedures, Section II.H.

## **BACKGROUND/DISCUSSION**

Boise State University (BSU) is requesting approval of a new two year contract for its current Women's Swimming and Diving Head Coach, Kristin Hill.

## **IMPACT**

The contract will be for two years. The salary is \$75,000 for the first year and \$80,000 the second year, with incentives as follows:

Academic incentive pay may be earned as follows:

# National Rank within Sport

50th - 59.9% = \$1,400 60th - 69.9% = \$1,600 70th - 79.9% = \$2,000 80% or above = \$3,000

# Athletic incentive pay may be earned as follows:

Conference Championship OR	\$3,000
Qualify team for NCAA Championship AND	\$3,000
NCAA National Coach of the Year AND	\$5,000
Conference Coach of the Year	\$3,000
In addition to:	
Top 25 National Ranking at End of Season OR	\$2,000
Top 10 National Ranking at End of Season OR	\$4,000
Top 5 National Ranking at End of Season AND	\$5,000

Top 35 at NCAA Championships

\$2,000

Total athletic incentive pay will not exceed \$18,000

Total first year potential annual compensation (including base salary, academic incentives and athletic incentives is \$96,000.

# **ATTACHMENTS**

Attachment 1 – Proposed Contract	Page 3
Attachment 2 – Proposed Addendum One	Page 17
Attachment 3 – Redline from the SBOE Model	Page 21
Attachment 4 – Matrix	Page 35

## STAFF COMMENTS AND RECOMMENDATIONS

The academic incentive is a maximum of \$3,000 which is the equivalent of a conference championship.

In the event the coach terminates the agreement for convenience, the following liquidated damages shall be due: (1) if the Agreement is terminated on or before June 30, 2015, the sum of \$20,000; (2) if the Agreement is terminated between July 1, 2015 and June 30, 2016 inclusive, the sum of \$10,000.

The proposed contract conforms with the Board-approved model contract with the exception of BSU's use of an addendum for compensation terms.

Staff recommends approval.

### **BOARD ACTION**

I move to approve the request by Boise State University to approve a two year employment agreement with Women's Swimming and Diving Head Coach, Kristin Hill, for a term commencing July 1, 2014 and expiring on June 30, 2016 with an annual base salary of \$75,000, and such base salary increase and supplemental compensation provisions in substantial conformance with the terms of the agreement set forth in Attachment 1.

Moved by	_ Seconded by	Carried Yes	No
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#### EMPLOYMENT AGREEMENT

This	Employment	Agreement	(the "Ag	reem	ent")	is entered	d into	this	day
of	, 2013	3 ("Effective	e Date")	by	and	between	Boise	State	University
("Un	iversity") and	Kristin Hill ('	"Coach").						

#### ARTICLE 1

- 1.1. <u>Employment</u>. Subject to the terms and conditions of this Agreement, the University shall employ Coach as the head coach of its intercollegiate women's swimming and diving team (the "Position"). Coach represents and warrants that Coach is fully qualified to serve, and is available for employment, in this capacity.
- 1.2. <u>Reporting Relationship</u>. Coach shall report and be responsible directly to the University's Director of Athletics (the "Director") or the Director's designee. Coach shall abide by the reasonable instructions of Director or the Director's designee and shall confer with the Director or the Director's designee on all administrative and technical matters. Coach shall also be under the general supervision of the University's President (the "President").
- 1.3. <u>Duties</u>. Coach shall manage and supervise the University's intercollegiate women's swimming and diving team (the "Team") and shall perform such other duties in the University's athletic program as the Director may assign and as may be described elsewhere in this Agreement and any addenda hereto. Coach shall, to the best of Coach's ability, and consistent with University policies and procedures, perform all duties and responsibilities customarily associated with the Position.

## **ARTICLE 2**

- 2.1. <u>Term.</u> This Agreement is for a fixed-term appointment of two (2) years, commencing on July 1, 2014 and terminating, without further notice to Coach, on June 30, 2016 (the "Term"), unless sooner terminated in accordance with other provisions of this Agreement.
- 2.2. Extension or Renewal. This Agreement is renewable solely upon an offer from the University and an acceptance by Coach, both of which must be in writing and signed by the parties. Any renewal is subject to the prior approval of University's Board of Trustees. This Agreement in no way grants to Coach a claim to tenure in employment, nor shall Coach's service pursuant to this Agreement count in any way toward tenure at the University.

#### **ARTICLE 3**

# 3.1 <u>Regular Compensation</u>.

- 3.1.1. In consideration of Coach's services and satisfactory performance of this Agreement, the University shall provide to Coach:
  - a) A salary in the amount set forth in the attached Addendum, payable in biweekly installments in accordance with normal University procedures (except as provided in the Addendum), and such salary increases as may be determined appropriate by the Director and President and approved by the University's Board of Trustees;
  - b) The opportunity to receive such employee benefits calculated on the "base salary" as the University provides generally to non-faculty exempt employees; and
  - c) The opportunity to receive such employee benefits as the University's Department of Athletics (the "Department") provides generally to its employees of a comparable level. Coach hereby agrees to abide by the terms and conditions, as now existing or hereafter amended, of such employee benefits.
- 3.2 <u>Supplemental Compensation.</u> University may provide supplemental compensation, as set forth in the attached Addendum.
- 3.2.1 Any such supplemental compensation paid to Coach shall be accompanied with a detailed justification for the supplemental compensation and such justification shall be separately reported to the Board of Trustees as a document available to the public under the Idaho Public Records Act.
- 3.2.2 The Coach may receive the compensation hereunder from the University or the University's designated media outlet(s) or a combination thereof each year during the term of this Agreement in compensation for participation in media programs and public appearances (collectively, "Programs"). Agreements requiring the Coach to participate in Programs related to Coach's duties as an employee of University are the property of the University. The University shall have the exclusive right to negotiate and contract with all producers of media productions and all parties desiring public appearances by the Coach. Coach agrees to cooperate with the University in order for the Programs to be successful and agrees to provide Coach's services to and appear on the Programs and to cooperate in their production, broadcasting, and telecasting. It is understood that neither Coach nor any assistant coach shall appear without the prior written approval of the Director on any radio or television program (including but not limited to a coach's show, call-in show, or interview show) or a regularly scheduled news

segment, except that this prohibition shall not apply to routine news media interviews for which no compensation is received. Without the prior written approval of the Director, Coach shall not appear in any commercial endorsements which are broadcast on radio or television that conflict with those broadcast on the University's designated media outlets.

- 3.2.3 Coach agrees that the University has the exclusive right to operate athletic camps ("Camps") on its campus using University facilities. The University shall allow Coach the opportunity to earn supplemental compensation by assisting with the Camps in Coach's capacity as a University employee. Coach hereby agrees to assist in the marketing, supervision, and general administration of the Camps. Coach also agrees that Coach will perform all obligations mutually agreed upon by the parties. In exchange for Coach's participation in the Camps, the University shall pay Coach supplemental compensation.
- 3.2.4 Coach agrees that the University has the exclusive right to select footwear, apparel and/or equipment for the use of its student-athletes and staff, including Coach, during official practices and games and during times when Coach or the Team is being filmed by motion picture or video camera or posing for photographs in their capacity as representatives of University. In order to avoid entering into an agreement with a competitor of any University selected vendors, Coach shall submit all outside consulting agreements to the University for review and approval prior to execution. Coach shall also report such outside income to the University in accordance with National Collegiate Athletic Association (the "NCAA") rules. Coach further agrees that Coach will not endorse any athletic footwear, apparel and/or equipment products, and will not participate in any messages or promotional appearances which contain a comparative or qualitative description of athletic footwear, apparel, or equipment products.
- 3.3 General Conditions of Compensation. All compensation provided by the University to Coach is subject to deductions and withholdings as required by law or the terms and conditions of any fringe benefit in which Coach participates. However, if any fringe benefit is based in whole or in part upon the compensation provided by the University to Coach, such fringe benefit shall be based only on the compensation provided pursuant to section 3.1.1 and paid from the University to Coach, except to the extent required by the terms and conditions of a specific fringe benefit program.

- 4.1. <u>Coach's Specific Duties and Responsibilities</u>. In consideration of the compensation specified in this Agreement, Coach, in addition to the obligations set forth elsewhere in this Agreement, shall:
- 4.1.1. Devote Coach's full time and best efforts to the performance of Coach's duties under this Agreement;

- 4.1.2. Develop and implement programs and procedures with respect to the evaluation, recruitment, training, and coaching of Team members which enable them to compete successfully and reasonably protect their health, safety, and well-being;
- 4.1.3. Observe and uphold all academic standards, requirements, and policies of the University and encourage Team members to perform to their highest academic potential and to graduate in a timely manner; and
- 4.1.4. Know, recognize, and comply with all applicable laws and the policies, rules and regulations of the University, the University's governing board, the conference of which the University is a member (the "Conference"), and the NCAA; supervise and take appropriate steps to ensure that Coach's assistant coaches, any other employees for whom Coach is administratively responsible, and the members of the Team know, recognize, and comply with all such laws, policies, rules and regulations; and immediately report to the Director and to the University's Executive Director of Compliance if Coach has reasonable cause to believe that any person or entity, including without limitation representatives of the University's athletic interests, has violated or is likely to violate any such laws, policies, rules or regulations. Coach shall cooperate fully with the University and Department at all times. The applicable laws, policies, rules, and regulations include the following, as they may be amended from time-to-time: (a) State Board of Education and Board of Regents of the University of Idaho Governing Policies and Procedures and Rule Manual; (b) University's Policy Handbook; (c) University's Administrative Procedures Manual; (d) the policies of the Department; (e) NCAA rules and regulations; and (f) the rules and regulations of the Conference.
- 4.2 <u>Outside Activities</u>. Coach shall not undertake any business, professional or personal activities, or pursuits that would prevent Coach from devoting Coach's full time and best efforts to the performance of Coach's duties under this Agreement, that would otherwise detract from those duties in any manner, or that, in the opinion of the University, would reflect adversely upon the University or its athletic program. Subject to the terms and conditions of this Agreement, Coach may, with the prior written approval of the Director, who may consult with the President, enter into separate arrangements for outside activities and endorsements which are consistent with Coach's obligations under this Agreement. Coach may not use the University's name, logos, or trademarks in connection with any such arrangements without the prior written approval of the Director and the President.
- 4.3 <u>Outside Income</u>. In accordance with NCAA rules, Coach shall obtain prior written approval from the President and Director for all athletically-related income and benefits from sources outside the University. Coach shall report the source and amount of all such income and benefits to the President whenever reasonably requested, but in no event less than annually before the close of business on June 30th of each year or the last regular University work day preceding June 30th. The report shall be in a format reasonably satisfactory to University. In no event shall Coach accept or receive directly or indirectly any monies, benefits, or gratuities whatsoever from any person, association, corporation, University booster club, University alumni association,

University foundation, or other benefactor, if the acceptance or receipt of the monies, benefits, or gratuities would violate applicable law or the policies, rules, and regulations of the University, the University's governing board, the Conference, or the NCAA. Sources of such income shall include, but are not limited to, the following: (a) income from annuities; (b) sports camps, clinics, speaking engagements, consultations, directorships, or related activities; (c) housing benefits (including preferential housing arrangements); (d) country club membership(s); (e) complimentary tickets (i.e., tickets to a Stampede game); (f) television and radio programs; (g) endorsement or consultation contracts with athletic shoe, apparel, or equipment manufacturers.

- 4.4 <u>Hiring Authority</u>. Coach shall have the responsibility and the sole authority to recommend to the Director the hiring and termination of assistant coaches for the Team, but the decision to hire or terminate an assistant coach shall be made by the Director and shall, when necessary or appropriate, be subject to the approval of President and the University's Board of Trustees.
- 4.5 <u>Scheduling</u>. Coach shall consult with, and may make recommendations to, the Director or the Director's designee with respect to the scheduling of Team's competitions, but the final decision shall be made by the Director or the Director's designee.
- 4.6 Other Coaching Opportunities. Coach shall not, under any circumstances, interview for, negotiate for, or accept employment as a coach at any other institution of higher education or with any professional sports team requiring performance of duties set forth herein prior to the expiration of this Agreement, without the prior approval of the Director. Such approval shall not unreasonably be withheld. Coach shall not negotiate for or accept employment, under any circumstances, as a coach at any other institution of higher education or with any professional sports team requiring the performance of the duties set forth herein without first giving ten (10) days prior written notice to the Director.

- 5.1 <u>Termination of Coach for Cause</u>. The University may, in its discretion, suspend Coach from some or all of Coach's duties, temporarily or permanently, and with or without pay; reassign Coach to other duties; or terminate this Agreement at any time for good or adequate cause, as those terms are defined in applicable rules, regulations, and policies.
- 5.1.1 In addition to the definitions contained in applicable rules and policies, University and Coach hereby specifically agree that the following shall constitute good or adequate cause for suspension, reassignment, or termination of this Agreement:

- a) A deliberate or major violation of Coach's duties under this agreement or the refusal or unwillingness of Coach to perform such duties in good faith and to the best of Coach's abilities;
- b) The failure of Coach to remedy any violation of any of the terms of this Agreement within thirty (30) days after written notice from the University;
- c) A deliberate or major violation by Coach of any applicable law or the policies, rules, or regulations of the University, the University's governing board, the Conference, or the NCAA, including but not limited to any such violation which may have occurred during the employment of Coach at another NCAA or National Association of Intercollegiate Athletics ("NAIA") member institution;
- d) Ten (10) working days' absence of Coach from duty without the University's consent;
- e) Any conduct of Coach that constitutes moral turpitude or that would, in the University's judgment, reflect adversely on the University or its athletic programs;
- f) The failure of Coach to represent the University and its athletic programs positively in public and private forums;
- g) The failure of Coach to fully and promptly cooperate with the NCAA or the University in any investigation of possible violations of any applicable law or the policies, rules or regulations of the University, the University's governing board, the Conference, or the NCAA;
- h) The failure of Coach to report a known violation of any applicable law or the policies, rules or regulations of the University, the University's governing board, the Conference, or the NCAA, by one of Coach's assistant coaches, any other employees for whom Coach is administratively responsible, or a member of the Team; or
- i) A violation of any applicable law or the policies, rules or regulations of the University, the University's governing board, the Conference, or the NCAA, by one of Coach's assistant coaches, any other employees for whom Coach is administratively responsible, or a member of the Team if Coach knew or should have known by ordinary supervision of the violation and could have prevented it by such ordinary supervision.

- 5.1.2 Suspension, reassignment, or termination for good or adequate cause shall be effectuated by the University as follows: before the effective date of the suspension, reassignment, or termination, the Director or Director's designee shall provide Coach with notice, which notice shall be accomplished in the manner provided for in this Agreement and shall include the reason(s) for the contemplated action. Coach shall then have an opportunity to respond. After Coach responds or fails to respond, University shall notify Coach whether, and if so when, the action will be effective.
- 5.1.3 In the event of any termination for good or adequate cause, the University's obligation to provide compensation and benefits to Coach, whether direct, indirect, supplemental or collateral, shall cease as of the date of such termination, and the University shall not be liable for the loss of any collateral business opportunities or other benefits, perquisites, or income resulting from outside activities or from any other sources.
- 5.1.4 If found in violation of NCAA regulations, Coach shall, in addition to the provisions of Section 5.1, be subject to disciplinary or corrective action as set forth in the provisions of the NCAA enforcement procedures. This section applies to violations occurring at the University or at previous institutions at which the Coach was employed.

# 5.2 Termination of Coach for Convenience of University.

- 5.2.1 At any time after commencement of this Agreement, University, for its own convenience, may terminate this Agreement by giving ten (10) days prior written notice to Coach.
- 5.2.2 In the event that University terminates this Agreement for its own convenience, University shall be obligated to pay to Coach, as liquidated damages and not a penalty, the "base salary" set forth in section 3.1.1(a), excluding all deductions required by law, on the regular paydays of the University until the Term of this Agreement ends or until Coach obtains reasonably comparable employment, whichever occurs first, provided however, in the event Coach obtains other employment after such termination, then the amount of compensation University pays will be adjusted and reduced by the amount of compensation paid Coach as a result of such other employment, such adjusted compensation to be calculated for each University pay-period by reducing the gross salary set forth in section 3.1.1(a) (before deductions required by law) by the gross compensation paid to the Coach under the other employment, then subtracting from this adjusted gross compensation deductions according to law. In addition, Coach will be entitled to continue the health insurance plan and group life insurance as if Coach remained a University employee until the term of this Agreement ends or until Coach obtains reasonably comparable employment or any other employment providing Coach with a reasonably comparable health plan and group life insurance, whichever occurs first. Coach shall be entitled to no other compensation or fringe benefits, except as otherwise provided herein or required by law. specifically agrees to inform University within ten (10) business days of obtaining other employment and to advise University of all relevant terms of such employment, including

without limitation, the nature and location of the employment, salary, other compensation, health insurance benefits, life insurance benefits, and other fringe benefits. Failure to so inform and advise University shall constitute a material breach of this Agreement and University's obligation to pay compensation under this provision shall end. Coach agrees not to accept employment for compensation at less than the fair market value of Coach's services, as determined by all circumstances existing at the time of employment. Coach further agrees to repay to University all compensation paid by University after the date Coach obtains other employment, to which Coach is not entitled under this provision.

- 5.2.3 The parties have both been represented by, or had the opportunity to consult with, legal counsel in the contract negotiations and have bargained for and agreed to the foregoing liquidated damages provision, giving consideration to the fact that the Coach may lose certain benefits, supplemental compensation, or outside compensation relating to Coach's employment with University, which damages are extremely difficult to determine with certainty. The parties further agree that the payment of such liquidated damages by University and the acceptance thereof by Coach shall constitute adequate and reasonable compensation to Coach for the damages and injury suffered by Coach because of such termination by University. The liquidated damages are not, and shall not be construed to be, a penalty.
- 5.2.4 In the event of non-renewal or termination of Coach's employment, Coach will use all accumulated annual leave prior to the end of the contract period.

# 5.3 <u>Termination by Coach for Convenience</u>.

- 5.3.1 The Coach recognizes that Coach's promise to work for University for the entire term of this Agreement is of the essence of this Agreement. The Coach also recognizes that the University is making a highly valuable investment in Coach's employment by entering into this Agreement and that its investment would be lost were Coach to resign or otherwise terminate Coach's employment with the University before the end of the contract Term.
- 5.3.2 The Coach may terminate this Agreement for convenience during its term by giving prior written notice to the University. Termination shall be effective ten (10) days after such written notice is given to the University. Such termination must occur at a time outside the Team's season (including NCAA post-season competition) so as to minimize the impact on the program.
- 5.3.3 If the Coach terminates this Agreement for convenience at any time, all obligations of the University shall cease as of the effective date of the

termination. If the Coach terminates this Agreement for convenience, Coach shall pay to the University, as liquidated damages and not a penalty, for the breach of this Agreement the following sum: (a) if the Agreement is terminated on or before June 30, 2015, the sum of \$20,000.00; (b) if the Agreement is terminated between July 1, 2015 and June 30, 2016 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. Provided, however, that such liquidated damages shall not be due in either of the following instances:

- 1) Coach terminates this Agreement for convenience for family reasons, unless after such termination Coach becomes employed in a coaching position at another college or university prior to June 30, 2016, in which case the liquidated damages shall be due in accordance with the terms contained in the above paragraph; or
- 2) Coach terminates this Agreement for convenience in order for Coach to take a non-coaching position, unless after such termination Coach becomes employed in a coaching position at another college or university prior to June 30, 2016, in which case the liquidated damages shall be due in accordance with the terms contained in the above paragraph.
- 5.3.4 The parties have both been represented by legal counsel in the contract negotiations and have bargained for and agreed to the foregoing liquidated damages provision, giving consideration to the fact that the University will incur administrative and recruiting costs in obtaining a replacement for Coach, in addition to potentially increased compensation costs if Coach terminates this Agreement for convenience, which damages are extremely difficult to determine with certainty. The parties further agree that the payment of such liquidated damages by Coach and the acceptance thereof by University shall constitute adequate and reasonable compensation to University for the damages and injury suffered by it because of such termination by Coach. The liquidated damages are not, and shall not be construed to be, a penalty. This section 5.3.4 shall not apply if Coach terminates this Agreement because of a material breach by the University.
- 5.3.5 Except as provide elsewhere in this Agreement, if Coach terminates this Agreement for convenience, Coach shall forfeit to the extent permitted by law Coach's right to receive all supplemental compensation and other payments.

### 5.4 Termination Due to Disability or Death of Coach.

- 5.4.1 Notwithstanding any other provision of this Agreement, this Agreement shall terminate automatically if Coach becomes totally or permanently disabled as defined by the University's disability insurance carrier, becomes unable to perform the essential functions of the position of head coach, or dies.
- 5.4.2 If this Agreement is terminated because of Coach's death, Coach's salary and all other benefits shall terminate as of the last day worked, except that the Coach's personal representative or other designated beneficiary shall be paid all

compensation due or unpaid and death benefits, if any, as may be contained in any fringe benefit plan now in force or hereafter adopted by the University and due to the Coach's estate or beneficiaries hereunder.

- 5.4.3 If this Agreement is terminated because the Coach becomes totally or permanently disabled as defined by the University's disability insurance carrier, or becomes unable to perform the essential functions of the position of head coach, all salary and other benefits shall terminate, except that the Coach shall be entitled to receive any compensation due or unpaid and any disability-related benefits to which Coach is entitled by virtue of employment with the University.
- 5.5 <u>Interference by Coach</u>. In the event of suspension, reassignment or termination, Coach agrees that Coach will not interfere with the University's student-athletes or otherwise obstruct the University's ability to transact business or operate its intercollegiate athletics program.
- 5.6 <u>No Liability</u>. The University shall not be liable to Coach for the loss of any collateral business opportunities or any other benefits, perquisites or income from any sources that may ensue as a result of any termination of this Agreement by either party or due to death or disability or the suspension or reassignment of Coach, regardless of the circumstances.
- 5.7 <u>Waiver of Rights</u>. Because the Coach is receiving a multi-year contract and the opportunity to receive supplemental compensation and because such contracts and opportunities are not customarily afforded to University employees, if the University suspends or reassigns Coach, or terminates this Agreement for good or adequate cause or for convenience, Coach shall have all the rights provided for in this Agreement but hereby releases the University from compliance with the notice, appeal, and similar employment-related rights provided for in the State Board of Education and Board or Regents of the University of Idaho Rule Manual (ID. ADMIN. CODE r. 08.01.01 et seq.) and Governing Policies and Procedures Manual, and the University Policies or Faculty-Staff Handbook.

- 6.1 <u>Board Approval</u>. This Agreement shall not be effective until and unless approved of the University's Board of Trustees and executed by both parties as set forth below. In addition, the payment of any compensation pursuant to this Agreement shall be subject to: the approval of the University's Board of Trustees, the President, and the Director; the sufficiency of legislative appropriations; the receipt of sufficient funds in the account from which such compensation is paid; and the Board of Trustees and University's rules or policies regarding financial exigency.
- 6.2 <u>University Property</u>. All personal property, material, and articles of information, including, without limitation, keys, credit cards, personnel records,

recruiting records, team information, films, statistics or any other personal property, material, or data, furnished to Coach by the University or developed by Coach on behalf of the University or at the University's direction or for the University's use or otherwise in connection with Coach's employment hereunder are and shall remain the sole property of the University. Within twenty-four (24) hours of the expiration of the Term of this Agreement or its earlier termination as provided herein, Coach shall immediately cause any such personal property, materials, and articles of information in Coach's possession or control to be delivered to the Director.

- 6.3 <u>Assignment</u>. Neither party may assign its rights or delegate its obligations under this Agreement without the prior written consent of the other party.
- 6.4 <u>Waiver</u>. 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 <u>Severability</u>. 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 <u>Governing Law</u>. This Agreement shall be subject to and construed in accordance with the laws of the state of Idaho as an agreement to be performed in Idaho. Any action based in whole or in part on this Agreement shall be brought in state district court in Ada County, Boise, Idaho.
- 6.7 <u>Oral Promises</u>. Oral promises of an increase in annual salary or of any supplemental or other compensation shall not be binding upon the University.
- 6.8 <u>Force Majeure</u>. Any prevention, delay or stoppage due to strikes, lockouts, labor disputes, acts of God, inability to obtain labor or materials or reasonable substitutes therefore, governmental restrictions, governmental regulations, governmental controls, enemy or hostile governmental action, civil commotion, fire or other casualty, and other causes beyond the reasonable control of the party obligated to perform (including financial inability), shall excuse the performance by such party for a period equal to any such prevention, delay or stoppage.
- 6.9 <u>Non-Confidentiality</u>. The Coach hereby consents and agrees that this document may be released and made available to the public after it is signed by the Coach. The Coach further agrees that all documents and reports Coach is required to produce under this Agreement may be released and made available to the public at the University's sole discretion.
- 6.10 <u>Notices</u>. Any notice under this Agreement shall be in writing and be delivered in person or by public or private courier service (including U.S. Postal Service

Express Mail) or certified mail with return receipt requested or by facsimile. All notices shall be addressed to the parties at the following addresses or at such other addresses as the parties may from time to time direct in writing:

the University: Boise State University

Director of Athletics 1910 University Drive Boise, Idaho 83725-1020

with a copy to:

Boise State University

Office of the President 1910 University Drive Boise, Idaho 83725-1000

the Coach: Kristin Hill

Last known address on file with University 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 whoever received, shall always be effective.

- 6.11 <u>Headings</u>. 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 <u>Binding Effect.</u> 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 <u>Non-Use of Names and Trademarks</u>. The Coach shall not, without the University's prior written consent in each case, use any name, trade name, trademark, or other designation of the University (including contraction, abbreviation or simulation), except in the course and scope of Coach's official University duties.
- 6.14 <u>No Third Party Beneficiaries</u>. There are no intended or unintended third party beneficiaries to this Agreement.
- 6.15 <u>Entire Agreement; Amendments.</u> This Agreement, and the attached Addendum, constitute the entire agreement between the parties and supersedes all prior agreements and understandings with respect to the same subject matter. No amendment or modification of this Agreement shall be effective unless in writing, signed by both parties, and approved by University's Board of Trustees.

# **ATTACHMENT 1**

6.16 Opportunity to Consult with Attorney. The Coach acknowledges that Coach has had the opportunity to consult and review this Agreement with an attorney. Accordingly, in all cases, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any party.

# **ATTACHMENT 1**

IN WITNESS WHEREOF, the parties agree to the terms and conditions of this Agreement and the incorporated documents attached hereto and have executed this Agreement freely and agree to be bound hereby as of the Effective Date.

UNIVERSITY	СОАСН
Mark Coyle, Director of Athletics	Kristin Hill
Dr. Robert Kustra, President	
Approved by the Board on the day of	,2013.

# Addendum to Employment Agreement between Boise State University and Kristin Hill

	This Addendum (the "Addendum") to the Employment	Agreement (the "Agreement")
dated _	, 2013, by and between Boise Sta	te University (the "University")
and Kr	ristin Hill ("Coach"), is entered into this day or	f, 2013 ("Effective
Date")	•	

NOW THEREFORE, in consideration of the foregoing, and for good and valuable consideration, the parties make the following additions to the Agreement.

- 1. <u>NCAA Compliance</u>. Coach shall have a strong working knowledge and understanding of all National Collegiate Athletic Association (the "NCAA") Rules and Regulations ("NCAA Rules") regarding compliance issues. Per NCAA policy, Coach must annually pass the NCAA Coaches Certification Test before contacting any prospects off-campus.
- 2. <u>NCAA Violations</u>. In the event Coach or Coach's Team (as that term is defined in Section 1.3 of the Agreement) is found in violation of NCAA Rules, Coach shall be subject to disciplinary or corrective action up to and including as provided for in Section 5.1 of the Agreement.
- 3. <u>University Name/Logo</u>. Coach shall not use, directly or by implication, the University name or logo in the endorsement of commercial products or services for personal gain without obtaining prior written approval from the Director and University President.
- 4. Additional Rules and Regulations. Coach shall be subject to the State Board of Education Rules (ID. ADMIN. CODE r. 08.01.01 et seq.) and Governing Policies and Procedures Manual, Boise State University policies, the rules of the conference of which the University is a member, and the NCAA Rules as they now exist, and as they may be amended from time-to-time during the term of Coach's employment. Material violation of any of the above rules shall constitute cause for which the University may in its discretion institute discipline up to and including termination of employment as provided in Section 5.1 of the Agreement.
- 5. <u>Specific Duties of Coach</u>. In addition to the duties outlined in the Agreement, Coach is expected to devote full-time to recruitment and coaching duties as appropriate. Coach will attend all staff meetings, public relations functions, dinners, awards banquets, and will make appearances as directed by the Director.

6. Compensation. University shall provide to Coach an annual salary of \$75,000 during the first year and \$80,000 during the second year.

7. Athletic Incentive Pay. Coach may qualify for Athletic Incentive Pay as follows:

Conference Championship: OR	\$3,000
Qualify team for NCAA Championship	\$3,000
NCAA National Coach of the Year	\$5,000
Conference Coach of the Year	\$3,000
Top 25 National Ranking at End of Season OR	\$2,000
Top 10 National Ranking at End of Season	\$4,000
OR Top 5 National Ranking at End of Season	\$5,000
10p 5 Ivational Ranking at Elid of Season	φ5,000
Top 35 at NCAA Championships	\$2,000

If Coach qualifies for Athletic Incentive Pay under this Section, University will pay Coach on the first regular pay date in February 2015 or 2016 if Coach is still employed by the University on that date.

8. Academic Incentive Pay. Coach will qualify for Academic Incentive Pay if the single year team Academic Progress Rate ("APR") for the Team meets the following levels in the National Ranking within Women's Swimming & Diving:

National Rank within Sport

50 <sup>th</sup> - 59.9%	=	\$1,400
60 <sup>th</sup> - 69.9%	=	\$1,600
70 <sup>th</sup> - 79.9%	=	\$2,000
80 <sup>%</sup> or above	=	\$3,000

If Coach qualifies for Academic Incentive Pay, it will be paid as soon as reasonably practical following APR rating determination and verification by the NCAA, if Coach is still employed by the University on that date.

- 9. <u>Effect on Agreement</u>. No other terms or conditions of the Agreement shall be negated or changed as a result of this Addendum.
- 10. <u>Headings</u>. The headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation hereof.

IN WITNESS WHEREOF, the parties hereto agree to the terms and conditions of this Addendum and have executed this Addendum freely and agree to be bound hereby as of the date first above written.

Dr. Robert Kustra	
President	
Mark Coyle, Athletic Director	
Kristin Hill	
Head Coach - Women's Swimming & Diving	
Approved by the Board on the day of	,2013.

Signed:

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#### EMPLOYMENT AGREEMENT

This	Employment	Agreement	(the "Ag	reem	ent")	is entered	d into	this	day
of	, 2013	("Effective	e Date")	by	and	between	Boise	State	University
("Un	iversity") and I	Kristin Hill ('	"Coach").						

#### ARTICLE 1

- 1.1. <u>Employment</u>. Subject to the terms and conditions of this Agreement, the University shall employ Coach as the head coach of its intercollegiate women's swimming and diving team (the "Position"). Coach represents and warrants that Coach is fully qualified to serve, and is available for employment, in this capacity.
- 1.2. <u>Reporting Relationship</u>. Coach shall report and be responsible directly to the University's Director of Athletics (the "Director") or the Director's designee. Coach shall abide by the reasonable instructions of Director or the Director's designee and shall confer with the Director or the Director's designee on all administrative and technical matters. Coach shall also be under the general supervision of the University's President (the "President").
- 1.3. <u>Duties</u>. Coach shall manage and supervise the <u>University's intercollegiate</u> women's swimming and diving team (the "Team") and shall perform such other duties in the University's athletic program as the Director may assign and as may be described elsewhere in this Agreement. <u>The University (College) shall have the right, at and</u> any time, to reassignaddenda hereto. Coach <u>shall</u>, to duties at the <u>University (College) other than as head coachbest</u> 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 <u>(Depending on supplemental pay provisions used)</u> shall ceaseability, and consistent with University policies and procedures, perform all duties and responsibilities customarily associated with the Position.

- 2.1. <u>Term.</u> This Agreement is for a fixed-term appointment of <u>two (2)</u> years, commencing on <u>July 1, 2014</u> and terminating, without further notice to Coach, on <u>June 30, 2016 (the "Term")</u>, unless sooner terminated in accordance with other provisions of this Agreement.
- 2.2. Extension or Renewal. This Agreement is renewable solely upon an offer from the University and an acceptance by Coach, both of which must be in writing and signed by the parties. Any renewal is subject to the prior approval of University's Board of Trustees. This Agreement in no way grants to Coach a claim to tenure in employment, nor shall Coach's service pursuant to this Agreement count in any way toward tenure at the University.

#### **ARTICLE 3**

# 3.1 Regular Compensation.

- 3.1.1. In consideration of Coach's services and satisfactory performance of this Agreement, the University shall provide to Coach:
  - a) An annual A salary of \$\_\_\_\_\_\_ per year in the amount set forth in the attached Addendum, payable in biweekly installments in accordance with normal University procedures (except as provided in the Addendum), and such salary increases as may be determined appropriate by the Director and President and approved by the University's Board of Trustees;
  - b) The opportunity to receive such employee benefits <u>calculated on the "base salary"</u> as the University provides generally to non-faculty exempt employees; and
  - c) The opportunity to receive such employee benefits as the University's Department of Athletics (the "Department") provides generally to its employees of a comparable level. Coach hereby agrees to abide by the terms and conditions, as now existing or hereafter amended, of such employee benefits.
- 3.2 <u>Supplemental Compensation</u>. <u>University may provide supplemental compensation</u>, as set forth in the attached Addendum.
- 3.2.1 Any such supplemental compensation paid to Coach shall be accompanied with a detailed justification for the supplemental compensation and such justification shall be separately reported to the Board of Trustees as a document available to the public under the Idaho Public Records Act.
- 3.2.5 The Coach shall receive the sum of \_(amount or computation)\_3.2.2 The Coach may receive the compensation hereunder from the University or the University's designated media outlet(s) or a combination thereof each year during the term of this Agreement in compensation for participation in media programs and public appearances (collectively, "Programs). Coach's right to receive such a payment shall vest on the date of the Team's last regular season or post season competition, whichever occurs later. This sum shall be paid (terms or conditions of payment) \_\_\_\_."). Agreements requiring the Coach to participate in Programs related to his Coach's duties as an employee of University are the property of the University. The University shall have the exclusive right to negotiate and contract with all producers of media productions and all parties desiring public appearances by the Coach. Coach agrees to cooperate with the University in order for the Programs to be successful and

agrees to provide <a href="hisCoach's">hisCoach's</a> services to and <a href="performappear">performappear</a> on the Programs and to cooperate in their production, broadcasting, and telecasting. It is understood that neither Coach nor any assistant <a href="coachescoach">coachescoach</a> shall appear without the prior written approval of the Director on any <a href="competing">competing</a> radio or television program (including but not limited to a coach's show, call-in show, or interview show) or a regularly scheduled news segment, except that this prohibition shall not apply to routine news media interviews for which no compensation is received. Without the prior written approval of the Director, Coach shall not appear in any commercial endorsements which are broadcast on radio or television that conflict with those broadcast on the University's designated media outlets.

3.2.3 Coach agrees that the University has the exclusive right to operate athletic camps ("Camps") on its campus using University facilities. The University shall allow Coach the opportunity to earn supplemental compensation by assisting with the Camps in Coach's capacity as a University employee. Coach hereby agrees to assist in the marketing, supervision, and general administration of the Camps. Coach also agrees that Coach will perform all obligations mutually agreed upon by the parties. In exchange for Coach's participation in the Camps, the University shall pay Coach <u>(amount)</u> per year as supplemental compensation during each year of his employment as head <u>(Sport)</u> coach at the <u>University (College)</u>. This amount shall be paid <u>(terms of payment)</u>

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3.2.4 Coach 3.2.7 Coach agrees that the University has the exclusive right to select footwear, apparel and/or equipment for the use of its student-athletes and staff, including Coach, during official practices and games and during times when Coach or the Team is being filmed by motion picture or video camera or posing for photographs in their capacity as representatives of University Coach recognizes that the University (College) is negotiating or has entered into an agreement with \_\_(Company Name)\_ to supply the University (College) with athletic footwear, apparel and/or equipment. Coach agrees that, upon the University (College)'s reasonable request, Coach will consult with appropriate parties concerning an (Company Name) product's design or performance, shall act as an instructor at a clinic sponsored in whole or in part by (Company Name), or give a lecture at an event sponsored in whole or in part by (Company Name), or make other educationally-related appearances as may be reasonably requested by the University (College). Notwithstanding the foregoing sentence, Coach shall retain the right to decline such appearances as Coach reasonably determines to conflict with or hinder his duties and obligations as head \_\_(Sport)\_ coach. In order to avoid entering into an agreement with a competitor of \_\_(Company Name) \_, Coach shall submit all outside consulting agreements to the University (College). In order to avoid entering into an agreement with a competitor of any University selected vendors, Coach shall submit all outside consulting agreements to the University for review and approval prior to execution. Coach shall also report such outside income to the University in accordance with National Collegiate Athletic Association (the "NCAA") rules. Coach further agrees that Coach will not endorse any athletic footwear, apparel and/or equipment products, and will not participate in any messages or promotional appearances which contain a comparative or qualitative description of athletic footwear, apparel, or equipment products.

3.3 <u>General Conditions of Compensation</u>. All compensation provided by the University to Coach is subject to deductions and withholdings as required by law or the terms and conditions of any fringe benefit in which Coach participates. However, if any fringe benefit is based in whole or in part upon the compensation provided by the University to Coach, such fringe benefit shall be based only on the compensation provided pursuant to section 3.1.1 <u>and paid from the University to Coach</u>, except to the extent required by the terms and conditions of a specific fringe benefit program.

- 4.1. <u>Coach's Specific Duties and Responsibilities</u>. In consideration of the compensation specified in this Agreement, Coach, in addition to the obligations set forth elsewhere in this Agreement, shall:
- 4.1.1. Devote Coach's full time and best efforts to the performance of Coach's duties under this Agreement;
- 4.1.2. Develop and implement programs and procedures with respect to the evaluation, recruitment, training, and coaching of Team members which enable them to compete successfully and reasonably protect their health, safety, and well-being;
- 4.1.3. Observe and uphold all academic standards, requirements, and policies of the University and encourage Team members to perform to their highest academic potential and to graduate in a timely manner; and
- 4.1.4. Know, recognize, and comply with all applicable laws and the policies, rules and regulations of the University, the University's governing board, the conference of which the University is a member (the "Conference"), and the NCAA; supervise and take appropriate steps to ensure that Coach's assistant coaches, any other employees for whom Coach is administratively responsible, and the members of the Team know, recognize, and comply with all such laws, policies, rules and regulations; and immediately report to the Director and to the University's Executive Director of Compliance if Coach has reasonable cause to believe that any person or entity, including without limitation representatives of the University's athletic interests, has violated or is likely to violate any such laws, policies, rules or regulations. Coach shall cooperate fully with the University and Department at all times. The applicable laws, policies, rules, and regulations include the following, as they may be amended from time-to-time: (a) State Board of Education and Board of Regents of the University of Idaho Governing Policies and Procedures and Rule Manual; (b) University's Policy Handbook; (c) University's Administrative Procedures Manual; (d) the policies of the Department; (e) NCAA rules and regulations; and (f) the rules and regulations of the Conference.
- 4.2 <u>Outside Activities</u>. Coach shall not undertake any business, professional or personal activities, or pursuits that would prevent Coach from devoting Coach's full time and best efforts to the performance of Coach's duties under this Agreement, that

would otherwise detract from those duties in any manner, or that, in the opinion of the University, would reflect adversely upon the University or its athletic program. Subject to the terms and conditions of this Agreement, Coach may, with the prior written approval of the Director, who may consult with the President, enter into separate arrangements for outside activities and endorsements which are consistent with Coach's obligations under this Agreement. Coach may not use the University's name, logos, or trademarks in connection with any such arrangements without the prior written approval of the Director and the President.

- 4.3 NCAA (or NAIA) Rules. Outside Income. In accordance with NCAA rules, Coach shall obtain prior written approval from the President and Director for all athletically-related income and benefits from sources outside the University. Coach shall report the source and amount of all such income and benefits to the President whenever reasonably requested, but in no event less than annually before the close of business on June 30th of each year or the last regular University work day preceding June 30th. The report shall be in a format reasonably satisfactory to University. In no event shall Coach accept or receive directly or indirectly any monies, benefits, or gratuities whatsoever from any person, association, corporation, University booster club, University alumni association, University foundation, or other benefactor, if the acceptance or receipt of the monies, benefits, or gratuities would violate applicable law or the policies, rules, and regulations of the University, the University's governing board, the Conference, or the NCAA. Sources of such income shall include, but are not limited to, the following: (a) income from annuities; (b) sports camps, clinics, speaking engagements, consultations, directorships, or related activities; (c) housing benefits (including preferential housing arrangements); (d) country club membership(s); (e) complimentary tickets (i.e., tickets to a Stampede game); (f) television and radio programs; (g) endorsement or consultation contracts with athletic shoe, apparel, or equipment manufacturers.
- 4.4 <u>Hiring Authority</u>. Coach shall have the responsibility and the sole authority to recommend to the Director the hiring and termination of assistant coaches for the Team, but the decision to hire or terminate an assistant coach shall be made by the Director and shall, when necessary or appropriate, be subject to the approval of President and the University's Board of Trustees.
- 4.5 <u>Scheduling</u>. Coach shall consult with, and may make recommendations to, the Director or the Director's designee with respect to the scheduling of Team's competitions, but the final decision shall be made by the Director or the Director's designee.
- 4.76 Other Coaching Opportunities. Coach shall not, under any circumstances, interview for, negotiate for, or accept employment as a coach at any other institution of higher education or with any professional sports team, requiring performance of duties set forth herein prior to the expiration of this Agreement, without the prior approval of the Director. Such approval shall not unreasonably be withheld. Coach shall not negotiate for or accept employment, under any circumstances, as a coach at any other

institution of higher education or with any professional sports team requiring the performance of the duties set forth herein without first giving ten (10) days prior written notice to the Director.

- 5.1 <u>Termination of Coach for Cause</u>. The University may, in its discretion, suspend Coach from some or all of Coach's duties, temporarily or permanently, and with or without pay; reassign Coach to other duties; or terminate this Agreement at any time for good or adequate cause, as those terms are defined in applicable rules—and, regulations, and policies.
- 5.1.1 In addition to the definitions contained in applicable rules and regulationspolicies, University and Coach hereby specifically agree that the following shall constitute good or adequate cause for suspension, reassignment, or termination of this Agreement:
  - a) A deliberate or major violation of Coach's duties under this agreement or the refusal or unwillingness of Coach to perform such duties in good faith and to the best of Coach's abilities;
  - b) The failure of Coach to remedy any violation of any of the terms of this Agreement within <a href="mailto:thirty">thirty</a> (30) days after written notice from the University;
  - c) A deliberate or major violation by Coach of any applicable law or the policies, rules, or regulations of the University, the University's governing board, the Conference, or the NCAA, including but not limited to any such violation which may have occurred during the employment of Coach at another NCAA or <u>National Association</u> of <u>Intercollegiate Athletics ("NAIA")</u> member institution;
  - d) Ten (10) working days' absence of Coach from duty without the University's consent;
  - e) Any conduct of Coach that constitutes moral turpitude or that would, in the University's judgment, reflect adversely on the University or its athletic programs;
  - f) The failure of Coach to represent the University and its athletic programs positively in public and private forums;
  - g) The failure of Coach to fully and promptly cooperate with the NCAA or the University in any investigation of possible violations

- of any applicable law or the policies, rules or regulations of the University, the University's governing board, the Conference, or the NCAA;
- h) The failure of Coach to report a known violation of any applicable law or the policies, rules or regulations of the University, the University's governing board, the Conference, or the NCAA, by one of Coach's assistant coaches, any other employees for whom Coach is administratively responsible, or a member of the Team; or
- i) A violation of any applicable law or the policies, rules or regulations of the University, the University's governing board, the Conference, or the NCAA, by one of Coach's assistant coaches, any other employees for whom Coach is administratively responsible, or a member of the Team if Coach knew or should have known by ordinary supervision of the violation and could have prevented it by such ordinary supervision.
- 5.1.2 Suspension, reassignment, or termination for good or adequate cause shall be effectuated by the University as follows: before the effective date of the suspension, reassignment, or termination, the Director or Director's designee shall provide Coach with notice, which notice shall be accomplished in the manner provided for in this Agreement and shall include the reason(s) for the contemplated action. Coach shall then have an opportunity to respond. After Coach responds or fails to respond, University shall notify Coach whether, and if so when, the action will be effective.
- 5.1.3 In the event of any termination for good or adequate cause, the University's obligation to provide compensation and benefits to Coach, whether direct, indirect, supplemental or collateral, shall cease as of the date of such termination, and the University shall not be liable for the loss of any collateral business opportunities or other benefits, perquisites, or income resulting from outside activities or from any other sources.
- 5.1.4 If found in violation of NCAA regulations, Coach shall, in addition to the provisions of Section 5.1, be subject to disciplinary or corrective action as set forth in the provisions of the NCAA enforcement procedures. This section applies to violations occurring at the University or at previous institutions at which the Coach was employed.
  - 5.2 <u>Termination of Coach for Convenience of University.</u>
- 5.2.1 At any time after commencement of this Agreement, University, for its own convenience, may terminate this Agreement by giving ten (10) days prior written notice to Coach.

- 5.2.2 In the event that University terminates this Agreement for its own convenience, University shall be obligated to pay to Coach, as liquidated damages and not a penalty, the "base salary" set forth in section 3.1.1(a), excluding all deductions required by law, on the regular paydays of the University until the Term of this Agreement ends: or until Coach obtains reasonably comparable employment, whichever occurs first, provided, however, in the event Coach obtains other employment of any kind or nature after such termination, then the amount of compensation 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 the Coach under the other employment, then subtracting from this adjusted gross compensation deductions according to law. In addition, Coach will be entitled to continue his the health insurance plan and group life insurance as if Coach remained a University employee until the term of this Agreement ends or until Coach obtains reasonably comparable employment or any other employment providing Coach with a reasonably comparable health plan and group life insurance, whichever occurs first. Coach shall be entitled to no other compensation or fringe benefits, except as otherwise provided herein or required by law. Coach specifically agrees to inform University within ten (10) business days of obtaining other employment, and to advise University of all relevant terms of such employment, including without limitation, the nature and location of the employment, salary, other compensation, health insurance benefits, life insurance benefits, and other fringe benefits. Failure to so inform and advise University shall constitute a material breach of this Agreement and University's obligation to pay compensation under this provision shall end. Coach agrees not to accept employment for compensation at less than the fair market value of Coach's services, as determined by all circumstances existing at the time of employment. Coach further agrees to repay to University all compensation paid to him by University after the date Coach obtains other employment, to which Coach is not entitled under this provision.
- 5.2.3 The parties have both been represented by, or had the opportunity to consult with, legal counsel in the contract negotiations and have bargained for and agreed to the foregoing liquidated damages provision, giving consideration to the fact that the Coach may lose certain benefits, supplemental compensation, or outside compensation relating to Coach's employment with University, which damages are extremely difficult to determine with certainty. The parties further agree that the payment of such liquidated damages by University and the acceptance thereof by Coach shall constitute adequate and reasonable compensation to Coach for the damages and injury suffered by Coach because of such termination by University. The liquidated damages are not, and shall not be construed to be, a penalty.
- <u>5.2.4</u> In the event of <u>non-renewal or termination of Coach's employment, Coach will use all accumulated annual leave prior to the end of the contract period.</u>

# 5.3 Termination by Coach for Convenience.

- 5.3.1 The Coach recognizes that Coach's promise to work for University for the entire term of this Agreement is of the essence of this Agreement. The Coach also recognizes that the University is making a highly valuable investment in Coach's employment by entering into this Agreement and that its investment would be lost were Coach to resign or otherwise terminate Coach's employment with the University before the end of the contract Term.
- 5.3.2 The Coach, for his own convenience, may terminate this Agreement for convenience during its term by giving prior written notice to the University. Termination shall be effective ten (10) days after such written notice is given to the University. Such termination must occur at a time outside the Team's season (including NCAA post-season competition) so as to minimize the impact on the program.
- 5.3.3 If the Coach terminates this Agreement for convenience at any time, all obligations of the University shall cease as of the effective date of the termination. If the Coach terminates this Agreement for his-convenience, Coach shall pay to the University, as liquidated damages and not a penalty, for the breach of this Agreement the following sum: (a) if the Agreement is terminated on or before June 30, 2015, the sum of \$20,000.00; (b) if the Agreement is terminated between July 1, 2015 and June 30, 2016 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. Provided, however, that such liquidated damages shall not be due in either of the following instances:
- ——1) Coach terminates this Agreement for convenience for family reasons, unless after such termination Coach becomes employed in a coaching position at another college or university prior to June 30, 2016, in which case the liquidated damages shall be due in accordance with the terms contained in the above paragraph; or
- 2) Coach terminates this Agreement for convenience in order for Coach to take a non-coaching position, unless after such termination Coach becomes employed in a coaching position at another college or university prior to June 30, 2016, in which case the liquidated damages shall be due in accordance with the terms contained in the above paragraph.
- 5.3.4 The parties have both been represented by legal counsel in the contract negotiations and have bargained for and agreed to the foregoing liquidated damages provision, giving consideration to the fact that the University will incur administrative and recruiting costs in obtaining a replacement for Coach, in addition to potentially increased compensation costs if Coach terminates this Agreement for convenience, which damages are extremely difficult to determine with certainty. The parties further agree

that the payment of such liquidated damages by Coach and the acceptance thereof by University shall constitute adequate and reasonable compensation to University for the damages and injury suffered by it because of such termination by Coach. The liquidated damages are not, and shall not be construed to be, a penalty. This section 5.3.4 shall not apply if Coach terminates this Agreement because of a material breach by the University.

5.3.5 Except as provide elsewhere in this Agreement, if Coach terminates this Agreement for convenience, Coach shall forfeit to the extent permitted by law Coach's right to receive all supplemental compensation and other payments.

## 5.4 Termination Due to Disability or Death of Coach.

- 5.4.1 Notwithstanding any other provision of this Agreement, this Agreement shall terminate automatically if Coach becomes totally or permanently disabled as defined by the University's disability insurance carrier, becomes unable to perform the essential functions of the position of head coach, or dies.
- 5.4.2 If this Agreement is terminated because of Coach's death, Coach's salary and all other benefits shall terminate as of the last day worked, except that the Coach's personal representative or other designated beneficiary shall be paid all compensation due or unpaid and death benefits, if any, as may be contained in any fringe benefit plan now in force or hereafter adopted by the University and due to the Coach's estate or beneficiaries hereunder.
- 5.4.3 If this Agreement is terminated because the Coach becomes totally or permanently disabled as defined by the University's disability insurance carrier, or becomes unable to perform the essential functions of the position of head coach, all salary and other benefits shall terminate, except that the Coach shall be entitled to receive any compensation due or unpaid and any disability-related benefits to which Coach is entitled by virtue of employment with the University.
- 5.5 <u>Interference by Coach</u>. In the event of suspension, reassignment or termination, Coach agrees that Coach will not interfere with the University's student-athletes or otherwise obstruct the University's ability to transact business or operate its intercollegiate athletics program.
- 5.6 <u>No Liability</u>. The University shall not be liable to Coach for the loss of any collateral business opportunities or any other benefits, perquisites or income from any sources that may ensue as a result of any termination of this Agreement by either party or due to death or disability or the suspension or reassignment of Coach, regardless of the circumstances.
- 5.7 <u>Waiver of Rights</u>. Because the Coach is receiving a multi-year contract and the opportunity to receive supplemental compensation and because such contracts and opportunities are not customarily afforded to University employees, if the University

suspends or reassigns Coach, or terminates this Agreement for good or adequate cause or for convenience, Coach shall have all the rights provided for in this Agreement but hereby releases the University from compliance with the notice, appeal, and similar employment-related rights provided for in the State Board of Education and Board or Regents of the University of Idaho Rule Manual (ID. ADMIN. CODE r. 08.01.01 et seq.) and Governing Policies and Procedures Manual, and the University Policies or Faculty-Staff Handbook.

- 6.1 <u>Board Approval</u>. This Agreement shall not be effective until and unless approved of the University's Board of Trustees and executed by both parties as set forth below. In addition, the payment of any compensation pursuant to this Agreement shall be subject to: the approval of the University's Board of Trustees, the President, and the Director; the sufficiency of legislative appropriations; the receipt of sufficient funds in the account from which such compensation is paid; and the Board of Trustees and University's rules or policies regarding financial exigency.
- 6.2 <u>University Property</u>. All personal property, material, and articles of information, including, without limitation, keys, credit cards, personnel records, recruiting records, team information, films, statistics or any other personal property, material, or data, furnished to Coach by the University or developed by Coach on behalf of the University or at the University's direction or for the University's use or otherwise in connection with Coach's employment hereunder are and shall remain the sole property of the University. Within twenty-four (24) hours of the expiration of the Term of this Agreement or its earlier termination as provided herein, Coach shall immediately cause any such personal property, materials, and articles of information in Coach's possession or control to be delivered to the Director.
- 6.3 <u>Assignment</u>. Neither party may assign its rights or delegate its obligations under this Agreement without the prior written consent of the other party.
- 6.4 <u>Waiver</u>. 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 <u>Severability</u>. 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 <u>Governing Law</u>. This Agreement shall be subject to and construed in accordance with the laws of the state of Idaho as an agreement to be performed in Idaho.

Any action based in whole or in part on this Agreement shall be brought in state district court in Ada County, Boise, Idaho.

- 6.7 <u>Oral Promises</u>. Oral promises of an increase in annual salary or of any supplemental or other compensation shall not be binding upon the University.
- 6.8 <u>Force Majeure</u>. Any prevention, delay or stoppage due to strikes, lockouts, labor disputes, acts of God, inability to obtain labor or materials or reasonable substitutes therefore, governmental restrictions, governmental regulations, governmental controls, enemy or hostile governmental action, civil commotion, fire or other casualty, and other causes beyond the reasonable control of the party obligated to perform (including financial inability), shall excuse the performance by such party for a period equal to any such prevention, delay or stoppage.
- 6.9 <u>Non-Confidentiality</u>. The Coach hereby consents and agrees that this document may be released and made available to the public after it is signed by the Coach. The Coach further agrees that all documents and reports Coach is required to produce under this Agreement may be released and made available to the public at the University's sole discretion.
- 6.10 <u>Notices</u>. Any notice under this Agreement shall be in writing and be delivered in person or by public or private courier service (including U.S. Postal Service Express Mail) or certified mail with return receipt requested or by facsimile. All notices shall be addressed to the parties at the following addresses or at such other addresses as the parties may from time to time direct in writing:

the University: Boise State University

Director of Athletics 1910 University Drive Boise, Idaho 83725-1020

with a copy to:

Boise State University

Office of the President 1910 University Drive Boise, Idaho 83725-1000

the Coach: Kristin Hill

Last known address on file with University 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 whoever received, shall always be effective.

- 6.11 <u>Headings</u>. 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 <u>Binding Effect.</u> 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 <u>Non-Use of Names and Trademarks</u>. The Coach shall not, without the University's prior written consent in each case, use any name, trade name, trademark, or other designation of the University (including contraction, abbreviation or simulation), except in the course and scope of Coach's official University duties.
- 6.14 <u>No Third Party Beneficiaries</u>. There are no intended or unintended third party beneficiaries to this Agreement.
- 6.15 Entire Agreement; Amendments. This Agreement—constitutes, and the attached Addendum, constitute the entire agreement of between the parties and supersedes all prior agreements and understandings with respect to the same subject matter. No amendment or modification of this Agreement shall be effective unless in writing, signed by both parties, and approved by University's Board of Trustees.
- 6.16 Opportunity to Consult with Attorney. The Coach acknowledges that Coach has had the opportunity to consult and review this Agreement with an attorney. Accordingly, in all cases, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any party.

IN	WITNESS	WHEREOF,	the	parties	agree	to	the	terms	and	cond	itions	of	this
Agı	reement and	the incorpor	ated	docum	ents at	tacł	ned	hereto	and	have	execu	ted	this
Agı	reement freel	ly and agree to	be l	oound he	ereby a	s of	the	Effecti	ve Da	ite.			

UNIVERSITY		СОАСН	
Dr. Robert Kustra, President	<u> </u>	Kristin Hill	
Approved by the Board on the	day of	.2013.	

# **ATTACHMENT 4**

# Kristin Hill, Boise State University, Head Women's Swimming and Diving Coach 2013 – Multi-Year Contract

	<b>Model Contract</b>	Contract Section	Justification for Modification
	Section		
3.2	Supplemental Compensation	3.2 Supplemental Compensation; language added	Language added regarding specific supplemental compensation information to be provided in the attached Addenda.
3.2.1, 3.2.2, 3.2.3, 3.2.4	Supplemental Compensation	3.2 Supplemental Compensation; language deleted	Language deleted, as specific supplemental compensation information is provided in attached Addenda.
3.2.5	Supplemental Compensation	3.2.2 Supplemental Compensation; language deleted	Deleted language specific to Coach's right to receive payments for participation in media programs and public appearances.
3.2.6	Supplemental Compensation; Summer Camp Operated by University	3.2.3 Supplemental Compensation; summer camp; language deleted	Deleted language regarding summer camp operated by coach.
3.2.7	Supplemental Compensation	3.2.4 Supplemental Compensation; language deleted	Deleted unnecessary language regarding athletic footwear, apparel and equipment contracts.
4.3	Outside Income	4.3 Outside Income; added language	Added a list of sources of outside income that must receive prior approval by the President and the Athletic Director.
4.7	Other Coaching Opportunities	4.6 Other Coaching Opportunities; added language	Added language providing that Coach cannot pursue other employment without prior notice.
5.2	Termination of Coach for Convenience of University	5.2.4 Termination of Coach for Convenience of University; added language	Added language requiring Coach to use all accumulated annual leave

BAHR – SECTION I TAB 1 Page 35

**ATTACHMENT 4** 

# Kristin Hill, Boise State University, Head Women's Swimming and Diving Coach 2013 – Multi-Year Contract

			prior to the end of the contract year, if the Coach's contract is non-renewed or terminated.
5.3	Termination by Coach for Convenience	5.3.2 Termination by Coach for Convenience; added language	Added language requiring any termination of convenience by Coach to occur outside the team's season and post-season competition.
5.3.3, 5.3.4	Termination by Coach for Convenience	5.3.3 Termination by Coach for Convenience; added language	Added liquidated damages language. Added language allowing for no liquidated damages in the event of family illness unless Coach becomes employed in similar position.
6.15	Entire Agreement; Amendments	6.15 Entire Agreement; Amendments; added language	Added language clarifying that the attached Addendum is also a part of the entire agreement between the parties.

BAHR – SECTION I TAB 1 Page 36

# BUSINESS AFFAIRS AND HUMAN RESOURCES DECEMBER 19, 2013

#### **IDAHO STATE UNIVERSITY**

#### SUBJECT

Multi-year employment agreement for Julie Wright, Women's Softball Head Coach

#### REFERENCE

October 2011

Board approved three year employment agreement

# APPLICABLE STATUTE, RULE, OR POLICY

Idaho State Board of Education Governing Policies & Procedures, Section II.H.1.

#### **BACKGROUND/DISCUSSION**

Idaho State University is requesting approval of a two (2) year, six (6) month employment agreement for Julie Wright, Women's Softball Head Coach (see Attachment 1). The employment agreement contains the duties, responsibilities and conditions of employment. A model contract matrix of the employment agreement that identifies departures from the model contract form and provides justification for these changes is included as Attachment 3. The position is funded by state appropriated funds.

This contract will provide a stable coaching environment for the women's softball program, which has been successful under Coach Wright, as well as stability and consistency for the Athletic Department as a whole.

#### **IMPACT**

The salary is \$54,340, with incentives as follows:

# Academic incentive pay may be earned as follows:

Team APR	<b>Incentive Pay</b>	
960	=	\$1,400
970	=	\$1,600
980	=	\$2,000
1,000	=	\$3,000

Team 4-year average APR of 975 or above	=	\$1,500
Team combined average GPA of 3.20 or		
higher for 2 semesters	=	\$1,500

# Athletic incentive pay may be earned as follows:

Conference Champion or Co-Champion	\$2,090
Big Sky Conference Tournament winner	\$2,090

# BUSINESS AFFAIRS AND HUMAN RESOURCES DECEMBER 19. 2013

NCAA Wom	en's Softball Tournament	(additive)
Round 1	Advancement to Regional Championship	\$5,000
Round 2	Advancement to Super Regional	\$6,000
Round 3	Advancement to WCWS	\$9,000
Round 4	Advancement to Bracket Championship	\$12,000
Round 5	Advancement to WCWS Championship	\$15,000
Round 6	Championship Title	\$18,000

Total first year potential annual compensation (including base salary, academic incentives and athletic incentives is \$129,520).

The coach is also eligible to receive other supplemental compensation in the form of net revenues from University-operated youth softball camps.

# **ATTACHMENTS**

Attachment 1 – Employment Agreement	Page 5
Attachment 2 – Employment Agreement – Redline	Page 19
Attachment 3 – Model Contract Matrix Changes	Page 35

#### STAFF COMMENTS AND RECOMMENDATIONS

This is a request to renew a contract approved by the Board in October 2011. The academic incentive rubric has changed from Team APR ranking to Team APR score, but the incentive amounts are still strong with the \$3,000 maximum for Team APR score higher than the athletic incentive for a conference championship.

In the event the coach terminates the agreement for convenience, the following liquidated damages shall be due: (1) if the Agreement is terminated on or before June 10, 2014, the sum of \$20,000; (2) if the Agreement is terminated between June 11, 2014 and June 10, 2015, the sum of \$10,000.

The contract includes a new clause which provides: "Coach agrees that in the event of a termination of this Agreement pursuant to this Article 5, the University may, at its sole option, require Coach to take any or all of her accrued unused vacation days prior to the effective date of the termination."

Staff recommends approval.

# BUSINESS AFFAIRS AND HUMAN RESOURCES DECEMBER 19, 2013

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I move to approve the request by Idaho State University to approve a two year, and six months employment agreement with Julie Wright, Women's Softball Head Coach, for a term commencing on December 19, 2013 and expiring on June 10, 2016 with an annual base salary of \$54,340, and such base salary increase and supplemental compensation provisions in substantial conformance with the terms of the agreement set forth in Attachment 1.

Moved by	Seconded by	Carried Yes	No	

BAHR – SECTION I TAB 2 Page 3

# BUSINESS AFFAIRS AND HUMAN RESOURCES DECEMBER 19, 2013

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BAHR – SECTION I TAB 2 Page 4

#### EMPLOYMENT AGREEMENT

This Employment Agreement (Agreement) is entered into by and between Idaho State University (University) and Julie Wright (Coach).

#### ARTICLE 1

- 1.1. <u>Employment</u>. Subject to the terms and conditions of this Agreement, the University shall employ Coach as the head coach of its intercollegiate softball team (Team). Coach represents and warrants that Coach is fully qualified to serve, and is available for employment, in this capacity.
- 1.2. <u>Reporting Relationship</u>. Coach shall report and be responsible directly to the University's Director of Athletics (Director) or the Director's designee. Coach shall abide by the reasonable instructions of Director or the Director's designee and shall confer with the Director or the Director's designee on all administrative and technical matters. Coach shall also be under the general supervision of the University's President (President).
- 1.3. <u>Duties</u>. Coach shall manage and supervise the Team and shall perform such other duties in the University's athletic program as the Director may assign and as may be described elsewhere in this Agreement. The University shall have the right, at any time, to reassign Coach to duties at the University other than as head coach of the Team, provided that Coach's compensation and benefits shall not be affected by any such reassignment, except that the opportunity to earn supplemental compensation as provided in sections 3.2.1 through 3.2.6 shall cease.

#### **ARTICLE 2**

- 2.1. <u>Term.</u> This Agreement is for a fixed-term appointment of two (2) years, six (6) months commencing on December 19, 2013 and terminating, without further notice to Coach, on June 10, 2016 unless sooner terminated in accordance with other provisions of this Agreement.
- 2.2. <u>Extension or Renewal.</u> This Agreement is renewable solely upon an offer from the University and an acceptance by Coach, both of which must be in writing and signed by the parties. Any renewal is subject to the prior approval of University's Board of Trustees. This Agreement in no way grants to Coach a claim to tenure in employment, nor shall Coach's service pursuant to this agreement count in any way toward tenure at the University.

#### **ARTICLE 3**

## 3.1 Regular Compensation.

3.1.1 In consideration of Coach's services and satisfactory performance of this Agreement, the University shall provide to Coach:

- a) An annual salary of \$54,340.00 per year, payable in biweekly installments in accordance with normal University procedures, and such salary increases as may be determined appropriate by the Director and President and approved by the University's Board of Trustees);
- b) The opportunity to receive such employee benefits as the University provides generally to non-faculty exempt employees; and
- c) The opportunity to receive such employee benefits as the University's Department of Athletics (Department) provides generally to its employees of a comparable level. Coach hereby agrees to abide by the terms and conditions, as now existing or hereafter amended, of such employee benefits.

# 3.2 Supplemental Compensation

- 3.2.1. Each year the Team is the regular season conference champion or cochampion, and if Coach continues to be employed as University's head Softball coach as of the ensuing June 5<sup>th</sup> the University shall pay to Coach supplemental compensation in an amount equal to two week's pay (2/52 x Annual Salary) of Coach's Annual Salary during the fiscal year in which the championship is achieved. The University shall determine the appropriate manner in which it shall pay Coach any such supplemental compensation.
- 3.2.2. Each year the Team wins the Big Sky Conference tournament, and if Coach continues to be employed as University's head Softball coach as of the ensuing June 5th, the University shall pay to Coach supplemental compensation in an amount equal to two week's pay (2/52 x Annual Salary) of Coach's Annual Salary during the fiscal year in which the post-season participation are achieved. The University shall determine the appropriate manner in which it shall pay Coach any such supplemental compensation.
- 3.2.3 Each year the Team advances in the NCAA Women's Softball Tournament, and if Coach continues to be employed as University's head Women's Softball coach as of the ensuing June 5<sup>th</sup>, the University shall pay Coach supplemental compensation in an amount equal to the terms below. The University shall determine the appropriate manner in which it shall pay Coach any such supplemental compensation.

Round 1	64 Teams	Advancement to Regional Championship	\$5,000.00
Round 2	32 Teams	Advancement to Super Regional	\$6,000.00
Round 3	16 Teams	Advancement to WCWS	\$9,000.00
Round 4	8 Teams	Advancement to Bracket Championship	\$12,000.00
Round 5	4 Teams	Advancement to WCWS Championship	\$15,000.00
Round 6	2 Teams	Championship Title	\$18,000.00

3.2.4 Each year the Team maintains a four-year average APR score of 975 or above, and if Coach continues to be employed as University head Softball coach as of the ensuing June 5<sup>th</sup>, Coach shall be eligible to receive supplemental compensation in the amount of \$1,500 during the fiscal year in which the four-year average APR score is achieved. The University shall determine the appropriate manner in which it shall pay Coach any such supplemental compensation.

Any such supplemental compensation paid to Coach shall be accompanied with a detailed justification for the supplemental compensation based on the factors listed above and such justification shall be separately reported to the Board of Trustees as a document available to the public under the Idaho Public Records Act.

3.2.5 Each year Coach shall be eligible to receive supplemental compensation in an amount up to \$1,000 based on the single-year APR score achievement and behavior of Team members, and if Coach continues to be employed as University head Softball coach as of the ensuing June 5<sup>th</sup>. 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. The determination shall be based on the following factors: the conduct of Team members on the University campus, at authorized University activities, in the community, and elsewhere and the Team's one-year APR national ranking based on attainment of the following levels:

Team APR Score	Incentive Pay
Score of 960	\$600.00
Score of 970	\$700.00
Score of 980	\$800.00
Score of 990	\$900.00
Score of 1,000	\$1,000.00

Any such supplemental compensation paid to Coach shall be accompanied with a detailed justification for the supplemental compensation based on the factors listed above and such justification shall be separately reported to the Board of Trustees as a document available to the public under the Idaho Public Records Act.

3.2.6 Each year Team achieves a single-year (two semesters) combined average GPA of 3.20 or higher, and if Coach continues to be employed as University head Softball coach as of the ensuing June 5<sup>th</sup>, Coach shall be eligible to receive supplemental compensation in the amount of \$1,500. The University shall determine the appropriate manner in which it shall pay Coach any such supplemental compensation.

Any such supplemental compensation paid to Coach shall be accompanied with a detailed justification for the supplemental compensation based on the factors listed above and such justification shall be separately reported to the Board of Trustees as a document available to the public under the Idaho Public Records Act.

- 3.2.7 (SUMMER CAMP—OPERATED BY UNIVERSITY) Coach agrees that the University has the exclusive right to operate youth Softball camps on its campus using University facilities. The University shall allow Coach the opportunity to earn supplemental compensation by assisting with the University's camps in Coach's capacity as a University employee. Coach hereby agrees to assist in the marketing, supervision, and general administration of the University's softball camps. Coach also agrees that Coach will perform all obligations mutually agreed upon by the parties. In exchange for Coach's participation in the University's softball camps, the University shall pay Coach any net revenues resulting from the camp per year as supplemental compensation during each year of her employment as head Softball coach at the University, or direct those net revenues as an enhancement to the Softball program budget at the University. This amount shall be paid within 30 days after all camp bills have been paid.
- 3.2.8 Coach agrees that the University has the exclusive right to select footwear, apparel and/or equipment for the use of its student-athletes and staff, including Coach, during official practices and games and during times when Coach or the Team is being filmed by motion picture or video camera or posing for photographs in their capacity as representatives of University. Coach recognizes that the University is negotiating or has entered into an agreement with adidas to supply the University with athletic footwear, apparel and/or equipment. Coach agrees that, upon the University's reasonable request, Coach will consult with appropriate parties concerning an adidas product's design or performance, shall act as an instructor at a clinic sponsored in whole or in part by adidas, or give a lecture at an event sponsored in whole or in part by adidas, or make other educationally-related appearances as may be reasonably requested by the University. Notwithstanding the foregoing sentence, Coach shall retain the right to decline such appearances as Coach reasonably determines to conflict with or hinder her duties and obligations as head Softball coach. In order to avoid entering into an agreement with a competitor of adidas, Coach shall submit all outside consulting agreements to the University for review and approval prior to execution. Coach shall also report such outside income to the University in accordance with NCAA rules. Coach further agrees that Coach will not endorse any athletic footwear, apparel and/or equipment products, including adidas, 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 <u>General Conditions of Compensation</u>. All compensation provided by the University to Coach is subject to deductions and withholdings as required by law or the terms and conditions of any fringe benefit in which Coach participates. However, if any fringe benefit is based in whole or in part upon the compensation provided by the University to Coach, such fringe benefit shall be based only on the compensation provided pursuant to section 3.1.1, except to the extent required by the terms and conditions of a specific fringe benefit program.

#### **ARTICLE 4**

4.1. <u>Coach's Specific Duties and Responsibilities</u>. In consideration of the compensation specified in this Agreement, Coach, in addition to the obligations set forth elsewhere in this Agreement, shall:

- 4.1.1. Devote Coach's full time and best efforts to the performance of Coach's duties under this Agreement;
- 4.1.2. Develop and implement programs and procedures with respect to the evaluation, recruitment, training, and coaching of Team members which enable them to compete successfully and reasonably protect their health, safety, and well-being;
- 4.1.3. Observe and uphold all academic standards, requirements, and policies of the University and encourage Team members to perform to their highest academic potential and to graduate in a timely manner; and
- 4.1.4. Know, recognize, and comply with all applicable laws and the policies, rules and regulations of the University, the University's governing board, the conference, and the NCAA; supervise and take appropriate steps to ensure that Coach's assistant coaches, any other employees for whom Coach is administratively responsible, and the members of the Team know, recognize, and comply with all such laws, policies, rules and regulations; and immediately report to the Director and to the Department's Director of Compliance if Coach has reasonable cause to believe that any person or entity, including without limitation representatives of the University's athletic interests, has violated or is likely to violate any such laws, policies, rules or regulations. Coach shall cooperate fully with the University and Department at all times. The names or titles of employees whom Coach supervises are attached as Exhibit C. The applicable laws, policies, rules, and regulations include: (a) State Board of Education and Board of Trustees of the Idaho State University Governing Policies and Procedures and Rule Manual; (b) University's Handbook; (c) the ISU Policies and Procedures Manual; (d) the policies of the Department; (e) NCAA rules and regulations; and (f) the rules and regulations of the Big Sky Conference of which the University is a member.
- 4.2 <u>Outside Activities</u>. Coach shall not undertake any business, professional or personal activities, or pursuits that would prevent Coach from devoting Coach's full time and best efforts to the performance of Coach's duties under this Agreement, that would otherwise detract from those duties in any manner, or that, in the opinion of the University, would reflect adversely upon the University or its athletic program. Subject to the terms and conditions of this Agreement, Coach may, with the prior written approval of the Director, who may consult with the President, enter into separate arrangements for outside activities and endorsements which are consistent with Coach's obligations under this Agreement. Coach may not use the University's name, logos, or trademarks in connection with any such arrangements without the prior written approval of the Director and the President.
- 4.3 NCAA Rules. In accordance with NCAA rules, Coach shall obtain prior written approval from the University's President for all athletically related income and benefits from sources outside the University and shall report the source and amount of all such income and benefits to the University's President whenever reasonably requested, but in no event less than annually before the close of business on June 30th of each year or the last regular University work day preceding June 30th. The report shall be in a format reasonably satisfactory to University. In no event shall Coach accept or receive directly or indirectly any monies, benefits, or gratuities whatsoever from any person, association, corporation, University booster club,

University alumni association, University foundation, or other benefactor, if the acceptance or receipt of the monies, benefits, or gratuities would violate applicable law or the policies, rules, and regulations of the University, the University's governing board, the conference, or the NCAA.

- 4.4 <u>Hiring Authority</u>. Coach shall have the responsibility and the sole authority to recommend to the Director the hiring and termination of assistant coaches for the Team, but the decision to hire or terminate an assistant coach shall be made by the Director and shall, when necessary or appropriate, be subject to the approval of President and the University's Board of Trustees.
- 4.5 <u>Scheduling</u>. Coach shall consult with, and may make recommendations to, the Director or the Director's designee with respect to the scheduling of Team competitions, but the final decision shall be made by the Director or the Director's designee.
- 4.6 Other Coaching Opportunities. Coach shall not, under any circumstances, interview for, negotiate for, or accept employment as a coach at any other institution of higher education or with any professional sports team, requiring performance of duties prior to the expiration of this Agreement, without the prior approval of the Director. Such approval shall not unreasonably be withheld.

#### **ARTICLE 5**

- 5.1 <u>Termination of Coach for Cause</u>. The University may, in its discretion, suspend Coach from some or all of Coach's duties, temporarily or permanently, and with or without pay; reassign Coach to other duties; or terminate this Agreement at any time for good or adequate cause, as those terms are defined in applicable rules and regulations.
- 5.1.1 In addition to the definitions contained in applicable rules and regulations, University and Coach hereby specifically agree that the following shall constitute good or adequate cause for suspension, reassignment, or termination of this Agreement:
  - A deliberate or major violation of Coach's duties under this agreement or the refusal or unwillingness of Coach to perform such duties in good faith and to the best of Coach's abilities;
  - b) The failure of Coach to remedy any violation of any of the terms of this agreement within 30 days after written notice from the University;
  - c) A deliberate or major violation by Coach of any applicable law or the policies, rules or regulations of the University, the University's governing board, the conference or the NCAA, including but not limited to any such violation which may have occurred during the employment of Coach at another NCAA or member institution;

- d) Ten (10) working days' absence of Coach from duty without the University's consent;
- e) Any conduct of Coach that constitutes moral turpitude or that would, in the University's judgment, reflect adversely on the University or its athletic programs;
- f) The failure of Coach to represent the University and its athletic programs positively in public and private forums;
- g) The failure of Coach to fully and promptly cooperate with the NCAA or the University in any investigation of possible violations of any applicable law or the policies, rules or regulations of the University, the University's governing board, the conference, or the NCAA;
- h) The failure of Coach to report a known violation of any applicable law or the policies, rules or regulations of the University, the University's governing board, the conference, or the NCAA, by one of Coach's assistant coaches, any other employees for whom Coach is administratively responsible, or a member of the Team; or
- i) A violation of any applicable law or the policies, rules or regulations of the University, the University's governing board, the conference, or the NCAA, by one of Coach's assistant coaches, any other employees for whom Coach is administratively responsible, or a member of the Team if Coach knew or should have known of the violation and could have prevented it by ordinary supervision.
- 5.1.2 Suspension, reassignment, or termination for good or adequate cause shall be effectuated by the University as follows: before the effective date of the suspension, reassignment, or termination, the Director or his designee shall provide Coach with notice, which notice shall be accomplished in the manner provided for in this Agreement and shall include the reason(s) for the contemplated action. Coach shall then have an opportunity to respond. After Coach responds or fails to respond, University shall notify Coach whether, and if so when, the action will be effective.
- 5.1.3 In the event of any termination for good or adequate cause, the University's obligation to provide compensation and benefits to Coach, whether direct, indirect, supplemental or collateral, shall cease as of the date of such termination, and the University shall not be liable for the loss of any collateral business opportunities or other benefits, perquisites, or income resulting from outside activities or from any other sources.
- 5.1.4 If found in violation of NCAA regulations, Coach shall, in addition to the provisions of Section 5.1, be subject to disciplinary or corrective action as set forth in the provisions of the NCAA enforcement procedures. This section applies to violations occurring at the University or at previous institutions at which the Coach was employed.

# 5.2 <u>Termination of Coach for Convenience of University.</u>

- 5.2.1 At any time after commencement of this Agreement, University, for its own convenience, may terminate this Agreement by giving ten (10) days prior written notice to Coach.
- 5.2.2 In the event that University terminates this Agreement for its own convenience, University shall be obligated to pay Coach, as liquidated damages and not a penalty, the salary set forth in section 3.1.1(a), excluding all deductions required by law, on the regular paydays of University until the term of this Agreement ends; provided, however, in the event Coach obtains other employment of any kind or nature after such termination, then the amount of compensation the University pays will be adjusted and reduced by the amount of compensation paid Coach as a result of such other employment, such adjusted compensation to be calculated for each University pay-period by reducing the gross salary set forth in section 3.1.1(a) (before deductions required by law) by the gross compensation paid to Coach under the other employment, then subtracting from this adjusted gross compensation deduction according to law. In addition, Coach will be entitled to continue her health insurance plan and group life insurance as if she remained a University employee until the term of this Agreement ends or until Coach obtains employment or any other employment providing Coach with a reasonably comparable health plan and group life insurance, whichever occurs first. Coach shall be entitled to no other compensation or fringe benefits, except as otherwise provided herein or required by law. Coach specifically agrees to inform University within ten business days of obtaining other employment, and to advise University of all relevant terms of such employment, including without limitation the nature and location of employment, salary, other compensation, health insurance benefits, life insurance benefits, and other fringe benefits. Failure to so inform and advise University shall constitute a material breach of this Agreement and University's obligation to pay compensation under this provision shall end. Coach agrees not to accept employment for compensation at less than the fair value of Coach's services, as determined by all circumstances existing at the time of employment. Coach further agrees to repay to University all compensation paid to her by University after the date she obtains other employment, to which she 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 her employment with University, which damages are extremely difficult to determine with certainty. The parties further agree that the payment of such liquidated damages by University and the acceptance thereof by Coach shall constitute adequate and reasonable compensation to Coach for the damages and injury suffered by Coach because of such termination by University. The liquidated damages are not, and shall not be construed to be, a penalty.

## 5.3 Termination by Coach for Convenience.

- 5.3.1 The Coach recognizes that her promise to work for University for the entire term of this Agreement is of the essence of this Agreement. The Coach also recognizes that the University is making a highly valuable investment in her employment by entering into this Agreement and that its investment would be lost were she to resign or otherwise terminate her employment with the University before the end of the contract term.
- 5.3.2 The Coach, for her own convenience, may terminate this Agreement during its term by giving prior written notice to the University. Termination shall be effective ten (10) days after notice is given to the University.
- 5.3.3 If the Coach terminates this Agreement for convenience at any time, other than to accept a position outside of NCAA Softball, then all obligations of the University shall cease as of the effective date of the termination. If the Coach terminates this Agreement for her convenience she shall pay to the University, as liquidated damages and not a penalty, for the breach of this Agreement the following sum: (a) if the Agreement is terminated on or before June 10, 2014, the sum of \$20,000.00; (b) if the Agreement is terminated between June 11, 2014 and June 10, 2015, the sum of \$10,000. The liquidated damages shall be due and payable within twenty (20) days of the effective date of the termination, and any unpaid amount shall bear simple interest at a rate eight (8) percent per annum until paid.
- 5.3.4 The parties have both been represented by legal counsel in the contract negotiations and have bargained for and agreed to the foregoing liquidated damages provision, giving consideration to the fact that the University will incur administrative and recruiting costs in obtaining a replacement for Coach, in addition to potentially increased compensation costs if Coach terminates this Agreement for convenience, which damages are extremely difficult to determine with certainty. The parties further agree that the payment of such liquidated damages by Coach and the acceptance thereof by University shall constitute adequate and reasonable compensation to University for the damages and injury suffered by it because of such termination by Coach. The liquidated damages are not, and shall not be construed to be, a penalty. This section 5.3.4 shall not apply if Coach terminates this Agreement because of a material breach by the University.
- 5.3.5 Except as provide elsewhere in this Agreement, if Coach terminates this Agreement for convenience, she shall forfeit to the extent permitted by law her right to receive all supplemental compensation and other payments.

## 5.4 Termination due to Disability or Death of Coach.

- 5.4.1 Notwithstanding any other provision of this Agreement, this Agreement shall terminate automatically if Coach becomes totally or permanently disabled as defined by the University's disability insurance carrier, becomes unable to perform the essential functions of the position of head coach, or dies.
- 5.4.2 If this Agreement is terminated because of Coach's death, Coach's salary and all other benefits shall terminate as of the last day worked, except that the Coach's personal

representative or other designated beneficiary shall be paid all compensation due or unpaid and death benefits, if any, as may be contained in any fringe benefit plan now in force or hereafter adopted by the University and due to the Coach's estate or beneficiaries thereunder.

- 5.4.3 If this Agreement is terminated because the Coach becomes totally or permanently disabled as defined by the University's disability insurance carrier, or becomes unable to perform the essential functions of the position of head coach, all salary and other benefits shall terminate, except that the Coach shall be entitled to receive any compensation due or unpaid and any disability-related benefits to which she is entitled by virtue of employment with the University.
- 5.5 <u>Interference by Coach</u>. In the event of termination, suspension, or reassignment, Coach agrees that Coach will not interfere with the University's student-athletes or otherwise obstruct the University's ability to transact business or operate its intercollegiate athletics program.
- 5.6 <u>No Liability</u>. The University shall not be liable to Coach for the loss of any collateral business opportunities or any other benefits, perquisites or income from any sources that may ensue as a result of any termination of this Agreement by either party or due to death or disability or the suspension or reassignment of Coach, regardless of the circumstances.
- 5.7 <u>Waiver of Rights</u>. Because the Coach is receiving a multi-year contract and the opportunity to receive supplemental compensation and because such contracts and opportunities are not customarily afforded to University employees, if the University suspends or reassigns Coach, or terminates this Agreement for good or adequate cause or for convenience, Coach shall have all the rights provided for in this Agreement but hereby releases the University from compliance with the notice, appeal, and similar employment-related rights provide for in the State Board of Education and Board or Regents of the Idaho State University Governing Policies and Procedures and Rule Manual, and the ISU Policies and Procedures Manual.
- 5.8 Coach agrees that in the event of a termination of this Agreement pursuant to this Article 5, the University may, at its sole option, require Coach to take any or all of her accrued unused vacation days prior to the effective date of the termination.

## ARTICLE 6

6.1 <u>Board Approval</u>. This Agreement shall not be effective until and unless approved of the University's Board of Trustees and executed by both parties as set forth below. In addition, the payment of any compensation pursuant to this agreement shall be subject to the approval of the University's Board of Trustees, the President, and the Director; the sufficiency of legislative appropriations; the receipt of sufficient funds in the account from which such compensation is paid; and the Board of Trustees and University's rules regarding financial exigency.

- 6.2 <u>University Property</u>. All personal property (excluding vehicle(s) provided through the Courtesy Car Program), material, and articles of information, including, without limitation, keys, credit cards, cellular telephones, personnel records, recruiting records, team information, films, statistics or any other personal property, material, or data, furnished to Coach by the University or developed by Coach on behalf of the University or at the University's direction or for the University's use or otherwise in connection with Coach's employment hereunder are and shall remain the sole property of the University. Within twenty-four (24) hours of the expiration of the term of this agreement or its earlier termination as provided herein, Coach shall immediately cause any such personal property, materials, and articles of information in Coach's possession or control to be delivered to the Director.
- 6.3 <u>Assignment</u>. Neither party may assign its rights or delegate its obligations under this Agreement without the prior written consent of the other party.
- 6.4 <u>Waiver</u>. 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 <u>Severability</u>. 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 <u>Governing Law.</u> 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 <u>Oral Promises</u>. Oral promises of an increase in annual salary or of any supplemental or other compensation shall not be binding upon the University.
- 6.8 <u>Force Majeure</u>. 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 <u>Confidentiality</u>. 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 she is required to produce under this Agreement may be released and made available to the public at the University's sole discretion.
- 6.10 <u>Notices</u>. Any notice under this Agreement shall be in writing and be delivered in person or by public or private courier service (including U.S. Postal Service Express Mail) or certified mail with return receipt requested or by facsimile. All notices shall be addressed to the

parties at the following addresses or at such other addresses as the parties may from time to time direct in writing:

the University: Director of Athletics

Jeffrey K. Tingey

921 S. 8<sup>th</sup> Ave. Stop 8173 Pocatello, ID 83209-8173

with a copy to: President

Arthur Vailas

921 S. 8<sup>th</sup> Ave. Stop 8310 Pocatello, ID 83209-8310

the Coach: Julie Wright

Last known address on file with

University's Human Resource Services

Any notice shall be deemed to have been given on the earlier of: (a) actual delivery or refusal to accept delivery, (b) the date of mailing by certified mail, or (c) the day facsimile delivery is verified. Actual notice, however and from whomever received, shall always be effective.

- 6.11 <u>Headings</u>. 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 <u>Binding Effect.</u> 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 <u>Non-Use of Names and Trademarks</u>. The Coach shall not, without the University's prior written consent in each case, use any name, trade name, trademark, or other designation of the University (including contraction, abbreviation or simulation), except in the course and scope of his official University duties.
- 6.14 <u>No Third Party Beneficiaries</u>. There are no intended or unintended third party beneficiaries to this Agreement.
- 6.15 <u>Entire Agreement; Amendments</u>. This Agreement constitutes the entire agreement of the parties and supersedes all prior agreements and understandings with respect to the same subject matter. No amendment or modification of this Agreement shall be effective unless in writing, signed by both parties, and approved by University's Board of Trustees.
- 6.16 Opportunity to Consult with Attorney. The Coach acknowledges that she 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.

# **ATTACHMENT 1**

IDAHO STATE UNIVERSITY		СОАСН	
Arthur C. Vailas, President	Date	Julie Wright	Date
Approved by the Board of Truste	ees on the	day of, 2013	

# BUSINESS AFFAIRS AND HUMAN RESOURCES DECEMBER 19, 2013

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# EMPLOYMENT AGREEMENT

This Employment Agreement (Agreement) is entered into by and between \_\_\_\_\_\_state un\_\_\_\_\_(Idaho State University (College)), University) and \_\_\_\_\_\_Julie Wright (Coach).

#### ARTICLE 1

- 1.1. <u>Employment</u>. Subject to the terms and conditions of this Agreement, the University (College)—shall employ Coach as the head coach of its intercollegiate (Sport)—softball team (Team). Coach represents and warrants that Coach is fully qualified to serve, and is available for employment, in this capacity.
- 1.2. <u>Reporting Relationship</u>. Coach shall report and be responsible directly to the <u>University (College)'sUniversity's</u> 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 <u>University (College)'sUniversity's</u> President (President).
- 1.3. <u>Duties</u>. Coach shall manage and supervise the Team and shall perform such other duties in the <u>University (College)'s University's</u> athletic program as the Director may assign and as may be described elsewhere in this Agreement. The University (College) shall have the right, at any time, to reassign Coach to duties at the University (College) other than as head coach of the Team, provided that Coach's compensation and benefits shall not be affected by any such reassignment, except that the opportunity to earn supplemental compensation as provided in sections 3.2.1 through (Depending on supplemental pay provisions used) 3.2.6 shall cease.

#### ARTICLE 2

- 2.1. <u>Term.</u> This Agreement is for a fixed-term appointment of \_\_\_\_\_(\_\_two ( 2 ) years, six (6) months commencing on \_\_\_\_\_December 19, 2013 and terminating, without further notice to Coach, on \_\_\_\_\_June 10, 2016 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 University'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 <u>Regular Compensation</u>.

- 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 \$\_\_\_\_\_\$54,340.00 per year, payable in biweekly installments in accordance with normal University (College) procedures, and such salary increases as may be determined appropriate by the Director and President and approved by the University (College)'s University's Board of (Regents or Trustees);
  - b) The opportunity to receive such employee benefits as the University—(College) provides generally to non-faculty exempt employees; and
  - c) The opportunity to receive such employee benefits as the <u>University (College)'s University's</u> 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 <u>regular season</u> conference champion or co-champion and also becomes eligible for a <u>(bowl game pursuant to NCAA Division I guidelines or post-season tournament or post-season playoffs)</u>, and if Coach continues to be employed as <u>University (College)'s University's</u> head <u>(Sport)</u> Softball coach as of the ensuing <u>July 1st, June 5<sup>th</sup></u> the University (College) shall pay to Coach supplemental compensation in an amount equal to <u>(amount or computation)</u> of two week's pay (2/52 x <u>Annual Salary) of Coach's Annual Salary during the fiscal year in which the championship and (bowl or other post-season) eligibility are is achieved. The University (College) shall determine the appropriate manner in which it shall pay Coach any such supplemental compensation.</u>

3.2.2

3.2.2. Each year the Team is ranked wins the top 25 in the \_\_(national rankings, such as final ESPN/USA Today coaches poll of Division IA football teams)

Big Sky Conference tournament, and if Coach continues to be employed as University (College)'s University's head \_\_(Sport) \_ Softball coach as of the ensuing July 1st June 5th, the University (College) shall pay to Coach supplemental compensation in an amount equal to \_(amount or computation) \_\_ of Coach's two week's pay (2/52 x Annual Salary in effect on) of Coach's Annual Salary during the fiscal year in which the date of the final poll.post-season

<u>participation are achieved.</u> The University—(College) shall determine the appropriate manner in which it shall pay Coach any such supplemental compensation.

3.2.3 Each year the Team advances in the NCAA Women's Softball Tournament, and if Coach continues to be employed as University's head Women's Softball coach as of the ensuing June 5<sup>th</sup>, the University shall pay Coach supplemental compensation in an amount equal to the terms below. The University shall determine the appropriate manner in which it shall pay Coach any such supplemental compensation.

Round 1	64 Teams	Advancement to Regional Championship	\$5,000.00
Round 2	32 Teams	Advancement to Super Regional	\$6,000.00
Round 3	16 Teams	Advancement to WCWS	\$9,000.00
Round 4	8 Teams	Advancement to Bracket Championship	\$12,000.00
Round 5	4 Teams	Advancement to WCWS Championship	\$15,000.00
Round 6	2 Teams	Championship Title	\$18,000.00

3.2.4 Each year the Team maintains a four-year average APR score of 975 or above, and if Coach continues to be employed as University head Softball coach as of the ensuing June 5<sup>th</sup>, Coach shall be eligible to receive supplemental compensation in the amount of \$1,500 during the fiscal year in which the four-year average APR score is achieved. The University shall determine the appropriate manner in which it shall pay Coach any such supplemental compensation.

Any such supplemental compensation paid to Coach shall be accompanied with a detailed justification for the supplemental compensation based on the factors listed above and such justification shall be separately reported to the Board of Trustees as a document available to the public under the Idaho Public Records Act.

3.2.5 Each year Coach shall be eligible to receive supplemental compensation in an amount up to \_\_(amount or computation) \_\_\_\$1,000 based on the academicsingle-year APR score achievement and behavior of Team members, and if Coach continues to be employed as University head Softball coach as of the ensuing June 5<sup>th</sup>. 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. The determination shall be based on the following factors: grade point averages; difficulty of major course of study; honors such as scholarships, designation as Academic All-American, and conference academic recognition; progress toward graduation for all athletes, but particularly those who entered the University (College) as academically at-risk students; the conduct of Team members on the University (College) campus, at authorized University (College) activities, in the community, and elsewhere. \_\_and the Team's one-year APR national ranking based on attainment of the following levels:

Team APR Score	Incentive Pay
Score of 960	\$600.00
Score of 970	\$700.00
Score of 980	\$800.00

Score of 990	\$900.00
Score of 1.000	\$1,000.00

Any such supplemental compensation paid to Coach shall be accompanied with a detailed justification for the supplemental compensation based on the factors listed above and such justification shall be separately reported to the Board of Trustees as a document available to the public under the Idaho Public Records Act.

3.2.6 Each year Team achieves a single-year (two semesters) combined average GPA of 3.20 or higher, and if Coach continues to be employed as University head Softball coach as of the ensuing June 5<sup>th</sup>, Coach shall be eligible to receive supplemental compensation in the amount of \$1,500. The University shall determine the appropriate manner in which it shall pay Coach any such supplemental compensation.

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 <u>(Regents or Trustees)</u> 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.

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 postseason competition, whichever occurs later. This sum shall be paid (terms or conditions 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.

3.2.67 (SUMMER CAMP—OPERATED BY UNIVERSITY\_(COLLEGE)) Coach agrees that the University (College) has the exclusive right to operate youth (Sport)—Softball camps on its campus using University (College) facilities. The University (College) shall allow Coach the opportunity to earn supplemental compensation by assisting with the University (College) employee. Coach hereby agrees to assist in the marketing, supervision, and general administration of the University (College)'s footballUniversity's softball camps. Coach also agrees that Coach will perform all obligations mutually agreed upon by the parties. In exchange for Coach's participation in the University (College)'s summer footballUniversity's softball camps, -the University (College) shall pay Coach (amount)—any net revenues resulting from the camp per year as supplemental compensation during each year of hisher employment as head (Sport) Softball coach at the University (College), or direct those net revenues as an enhancement to the Softball program budget at the University. This amount shall be paid (terms of payment)—within 30 days after all camp bills have been paid.

(SUMMER CAMP—OPERATED BY COACH) Coach may operate a summer youth <u>(Sport)</u> camp at the <u>University (College)</u> 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 <u>University (College)</u> personnel, equipment, or facilities without the prior written approval of the Director:
- c) Assistant coaches at the <u>University (College)</u> are given priority when the Coach or the private enterprise selects coaches to participate;
- d) The Coach complies with all NCAA (NAIA), Conference, and <u>University (College)</u> 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 <u>University (College)</u> and <u>\_\_\_\_\_\_ (campus concessionaire)</u> for all campus goods and services required by the camp.

- The Coach or private enterprise pays for use of <u>University</u> (<u>College)</u> 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 <u>University</u> (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, <u>University (College)</u> 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 <u>University (College)</u> shall be released from all obligations relating thereto.

3.2.78 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) adidas to supply the University (College) with athletic footwear, apparel and/or equipment. Coach agrees that, upon

the <u>University (College)</u>'s<u>University's</u> reasonable request, Coach will consult with appropriate parties concerning an <u>(Company Name)</u> <u>adidas</u> product's design or performance, shall act as an instructor at a clinic sponsored in whole or in part by <u>(Company Name)</u> <u>adidas</u>, or give a lecture at an event sponsored in whole or in part by <u>(Company Name)</u> <u>adidas</u>, or make other educationally-related appearances as may be reasonably requested by the University <u>(College)</u>. Notwithstanding the foregoing sentence, Coach shall retain the right to decline such appearances as Coach reasonably determines to conflict with or hinder <u>hisher</u> duties and obligations as head <u>(Sport)</u> <u>Softball</u> coach. In order to avoid entering into an agreement with a competitor of <u>(Company Name)</u> <u>adidas</u>, Coach shall submit all outside consulting agreements to the University <u>(College)</u> for review and approval prior to execution. Coach shall also report such outside income to the University <u>(College)</u> in accordance with NCAA <u>(or NAIA)</u> rules. Coach further agrees that Coach will not endorse any athletic footwear, apparel and/or equipment products, including <u>(Company Name)</u>, <u>adidas</u>, 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. <u>Coach's Specific Duties and Responsibilities</u>. In consideration of the compensation specified in this Agreement, Coach, in addition to the obligations set forth elsewhere in this Agreement, shall:
- 4.1.1. Devote Coach's full time and best efforts to the performance of Coach's duties under this Agreement;
- 4.1.2. Develop and implement programs and procedures with respect to the evaluation, recruitment, training, and coaching of Team members which enable them to compete successfully and reasonably protect their health, safety, and well-being;
- 4.1.3. Observe and uphold all academic standards, requirements, and policies of the University (College) and encourage Team members to perform to their highest academic potential and to graduate in a timely manner; and
- 4.1.4. Know, recognize, and comply with all applicable laws and the policies, rules and regulations of the University—(College), the University (College)'s University's governing board, the conference, and the NCAA—(or NAIA); supervise and take appropriate steps to ensure that Coach's assistant coaches, any other employees for whom Coach is administratively responsible, and the members of the Team know, recognize, and comply with

all such laws, policies, rules and regulations; and immediately report to the Director and to the Department's Director of Compliance if Coach has reasonable cause to believe that any person or entity, including without limitation representatives of the <a href="University">University</a> (College)'s University's athletic interests, has violated or is likely to violate any such laws, policies, rules or regulations. Coach shall cooperate fully with the University (College) and Department at all times. The names or titles of employees whom Coach supervises are attached as Exhibit C. The applicable laws, policies, rules, and regulations include: (a) State Board of Education and Board of Regents Trustees of the Idaho State University of Idaho Governing Policies and Procedures and Rule Manual; (b) <a href="University">University</a> (College)'s University's Handbook; (c) <a href="University">University</a> (College)'s Administrative the ISU Policies and Procedures Manual; (d) the policies of the Department; (e) NCAA (or NAIA) rules and regulations; and (f) the rules and regulations of the <a href="University">—(Sport)</a> conference Big Sky Conference of which the University (College) is a member.

- 4.2 <u>Outside Activities</u>. 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 <u>University (College)'sUniversity's</u> name, logos, or trademarks in connection with any such arrangements without the prior written approval of the Director and the President.
- 4.3 NCAA (or NAIA)—Rules. In accordance with NCAA (or NAIA)—rules, Coach shall obtain prior written approval from the University (College)'s University's President for all athletically related income and benefits from sources outside the University (College) and shall report the source and amount of all such income and benefits to the University (College)'s University's President whenever reasonably requested, but in no event less than annually before the close of business on June 30th of each year or the last regular University (College)—work day preceding June 30th. The report shall be in a format reasonably satisfactory to University (College)—In no event shall Coach accept or receive directly or indirectly any monies, benefits, or gratuities whatsoever from any person, association, corporation, University (College)—booster club, University (College)—alumni association, University (College) foundation, or other benefactor, if the acceptance or receipt of the monies, benefits, or gratuities would violate applicable law or the policies, rules, and regulations of the University (College), the University (College) SUniversity's governing board, the conference, or the NCAA—(or NAIA).
- 4.4 <u>Hiring Authority</u>. 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 <u>University</u> (College)'s <u>University</u>'s Board of <u>(Trustees or Regents)</u>.

- 4.5 <u>Scheduling</u>. Coach shall consult with, and may make recommendations to, the Director or the Director's designee with respect to the scheduling of Team competitions, but the final decision shall be made by the Director or the Director's designee.
- 4.76 Other Coaching Opportunities. Coach shall not, under any circumstances, interview for, negotiate for, or accept employment as a coach at any other institution of higher education or with any professional sports team, requiring performance of duties prior to the expiration of this Agreement, without the prior approval of the Director. Such approval shall not unreasonably be withheld.

#### ARTICLE 5

- 5.1 <u>Termination of Coach for Cause</u>. The University (College) may, in its discretion, suspend Coach from some or all of Coach's duties, temporarily or permanently, and with or without pay; reassign Coach to other duties; or terminate this Agreement at any time for good or adequate cause, as those terms are defined in applicable rules and regulations.
- 5.1.1 In addition to the definitions contained in applicable rules and regulations, University (College) and Coach hereby specifically agree that the following shall constitute good or adequate cause for suspension, reassignment, or termination of this Agreement:
  - a) A deliberate or major violation of Coach's duties under this agreement or the refusal or unwillingness of Coach to perform such duties in good faith and to the best of Coach's abilities;
  - b) The failure of Coach to remedy any violation of any of the terms of this agreement within 30 days after written notice from the University (College);
  - c) A deliberate or major violation by Coach of any applicable law or the policies, rules or regulations of the University (College), the University (College)'s University's governing board, the conference or the NCAA (NAIA), including but not limited to any such violation which may have occurred during the employment of Coach at another NCAA or NAIA member institution;
  - d) Ten (10) working days' absence of Coach from duty without the <u>University (College)</u>'s <u>University's</u> consent;
  - e) Any conduct of Coach that constitutes moral turpitude or that would, in the <u>University (College)</u>'s <u>University's</u> 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); governing board, the conference, or the NCAA-(NAIA);
- h) The failure of Coach to report a known violation of any applicable law or the policies, rules or regulations of the University—(College), the University (College)'s University's governing board, the conference, or the NCAA—(NAIA), by one of Coach's assistant coaches, any other employees for whom Coach is administratively responsible, or a member of the Team; or
- i) A violation of any applicable law or the policies, rules or regulations of the University (College), the University (College) SUniversity'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 <u>University</u> (<u>College</u>)'s <u>University</u>'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 (<u>College</u>) 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 <u>Termination of Coach for Convenience of University (College).</u>
- 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 hisher health insurance plan and group life insurance as if heshe 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 himher by University after the date heshe obtains other employment, to which heshe 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 <a href="hisher">hisher</a> 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 <a href="hisher">hisher</a> 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 <a href="hisher">hisher</a> employment by entering into this Agreement and that its investment would be lost were <a href="heshe">heshe</a> to resign or otherwise terminate <a href="hisher">hisher</a> employment with the University (College) before the end of the contract term.
- 5.3.2 The Coach, for <u>hisher</u> 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).
- 5.3.4 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, <u>heshe</u> shall forfeit to the extent permitted by law <u>hisher</u> 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 <u>University (College)'sUniversity's</u> 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 <u>University (College)'sUniversity's</u> 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 <u>heshe</u> is entitled by virtue of employment with the University<u>(College)</u>.
- 5.5 <u>Interference by Coach</u>. In the event of termination, suspension, or reassignment, Coach agrees that Coach will not interfere with the <u>University (College)'sUniversity's</u> student-athletes or otherwise obstruct the <u>University (College)'sUniversity's</u> ability to transact business or operate its intercollegiate athletics program.
- 5.76 No Liability. The University (College) shall not be liable to Coach for the loss of any collateral business opportunities or any other benefits, perquisites or income from any sources that may ensue as a result of any termination of this Agreement by either party or due to death or disability or the suspension or reassignment of Coach, regardless of the circumstances.
- 5.87 Waiver of Rights. Because the Coach is receiving a multi-year contract and the opportunity to receive supplemental compensation and because such contracts and opportunities are not customarily afforded to University (College) employees, if the University—(College) suspends or reassigns Coach, or terminates this Agreement for good or adequate cause or for convenience, Coach shall have all the rights provided for in this Agreement but hereby releases the University (College)—from compliance with the notice, appeal, and similar employment-related rights provide for in the State Board of Education and Board or Regents of the Idaho State University of Idaho Rule Manual (IDAPA 08) and Governing Policies and Procedures and Rule Manual, and the University (College)—Faculty-Staff Handbook. ISU Policies and Procedures
- 5.8 Coach agrees that in the event of a termination of this Agreement pursuant to this Article 5, the University may, at its sole option, require Coach to take any or all of her accrued unused vacation days prior to the effective date of the termination.

#### **ARTICLE 6**

6.1 <u>Board Approval</u>. This Agreement shall not be effective until and unless approved of the <u>University (College)'s University's</u> Board of <u>(Regents or Trustees)</u> 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 <u>University (College)'s University's</u> Board of

<u>(Regents or Trustees)</u>, 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 <u>(Regents or Trustees)</u> and <u>University (College)'s University's</u> rules regarding financial exigency.

- 6.2 <u>University (College) Property</u>. All personal property (excluding vehicle(s) provided through the <u>programCourtesy Car Program</u>), material, and articles of information, including, without limitation, keys, credit cards, <u>cellular telephones</u>, 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 <u>University (College)'s University's</u> direction or for the <u>University (College)'s University's</u> 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 <u>Assignment</u>. Neither party may assign its rights or delegate its obligations under this Agreement without the prior written consent of the other party.
- 6.4 <u>Waiver</u>. 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 <u>Severability</u>. 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 <u>Oral Promises</u>. 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 <u>Force Majeure</u>. 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 <u>Confidentiality</u>. 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 <u>heshe</u> is required to produce under this Agreement may be released and made available to the public at the <u>University (College)'sUniversity's</u> sole discretion.

6.10 <u>Notices</u>. 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
	Loffray V. Tingay
	<u>Jeffrey K. Tingey</u> 921 S. 8 <sup>th</sup> Ave. Stop 8173
	Pocatello, ID 83209-8173
with a copy to:	President
	Arthur Vailas
	921 S. 8 <sup>th</sup> Ave. Stop 8310
	Pocatello, ID 83209-8310
the Coach:	Julie Wright
and Coucin	Last known address on file with
	<u>University (College)</u> 's <u>University</u> '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 <u>Headings</u>. 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 <u>Binding Effect.</u> 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 <u>Non-Use of Names and Trademarks</u>. The Coach shall not, without the <u>University</u> (<u>College</u>)'s <u>University</u>'s prior written consent in each case, use any name, trade name, trademark, or other designation of the University (<u>College</u>) (including contraction, abbreviation or simulation), except in the course and scope of his official University (<u>College</u>) duties.

- 6.14 <u>No Third Party Beneficiaries</u>. There are no intended or unintended third party beneficiaries to this Agreement.
- 6.15 <u>Entire Agreement; Amendments</u>. 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 <u>University (College)</u>'s <u>University's</u> Board of <u>(Regents or Trustees)</u>.
- 6.16 Opportunity to Consult with Attorney. The Coach acknowledges that heshe has had the opportunity to consult and review this Agreement with an attorney. Accordingly, in all cases, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any party.

IDAHO STATE UNIVERSITY (COLL COACH	<u>-EGE)</u>			
——Arthur C. Vailas, President Date	Date		——Julie Wrig	<u>ht</u>
Approved by the Board of <u>(Regents of 2013)</u>	or Trustees)	on the da	ay of	, <del>2010.</del>

# JULIE WRIGHT – WOMEN'S SOFTBALL COACH - MULTI-YEAR CONTRACT – SUBSTANTIVE MODIFICATIONS FROM SBOE FORM (AS ADPATED FROM MODEL COACH FORM)

	TROM OBOLI ORM (NO NEI ATEE TROM MOBILE GONOTT ORM)				
	MODEL CONTRACT SECTION	ISU CONTRACT SECTION	JUSTIFICATION FOR MODIFICATION		
1	3.2.2	3.2.2	To tie bonus compensation to performance in the post-season conference tournament rather than national rankings.		
2		3.2.3	To reduce provide additional compensation for athletic performance for advancing in the NCAA tournament.		
3	3.2.3 and 3.2.4	3.2.4, 3.2.5, and 3.2.6	To reduce subjective factors and to provide additional compensation for good academic performance by players		
4	3.2.5		Removed inapplicable section on additional compensation to be paid by approved media outlets.		
5	3.2.6	3.2.7	To incentivize Coach to participate in and manage the University-operated youth soccer camps by by making all revenues from such camps, net of ISU's expenses, available to the Coach as additional compensation or supplement to softball program budget. Coach has in the past used camp revenues to supplement program budget or provide additional compensation to assistant coaches. Provision on Coach-operated summer camps removed. To comply with IRS regulations, Coach will be required to designate the use of funds two months or more prior to the camp.		
6		5.8	To conform to standard ISU personnel practice for terminated employees.		

BAHR – SECTION I TAB 2 Page 35

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BAHR – SECTION I TAB 2 Page 36

# BUSINESS AFFAIRS AND HUMAN RESOURCES DECEMBER 19, 2013

#### **SUBJECT**

Hiring of a Chief Academic Officer by the Office of the State Board of Education (OSBE)

# APPLICABLE STATUTE, RULE, OR POLICY

Idaho State Board of Education Governing Policies and Procedures, Section II.B.3.b.

## BACKGROUND/DISCUSSION

Board Policy II.B.3.b. requires Board approval for the initial appointment of any position hired at a rate of 75% or greater of the Chief Executive Officer's salary.

The Chief Academic Officer is a mission critical position in the Office of the State Board of Education. The position has been vacant since September 2013.

## **IMPACT**

This position provides the Board and the institutions with leadership, planning, and management for the development and implementation of an effective, efficient, and seamless system of postsecondary academic programs and degrees.

# **BOARD ACTION**

I move to approve the request by the Office of the State Board of Education to hire a Chief Academic Officer at a rate of 75% or greater of the Chief Executive Officer's salary.

Moved by	_ Seconded by	Carried Yes	No _	
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BAHR – SECTION I TAB 3 Page 1

# BUSINESS AFFAIRS AND HUMAN RESOURCES DECEMBER 19, 2013

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BAHR – SECTION I TAB 3 Page 2

# BUSINESS AFFAIRS AND HUMAN RESOURCES COMMITTEE DECEMBER 19, 2013

## **BOISE STATE UNIVERSITY**

#### **SUBJECT**

Boise State University (BSU) requests approval of the material terms for its head football coach

# APPLICABLE STATUTE, RULE, OR POLICY

Idaho State Board of Education Governing Policies & Procedures, Section II.H.

#### **BACKGROUND/DISCUSSION**

Bryan Harsin has been offered the position of head football coach at BSU. The University will bring to the Board, not later than its regularly scheduled February 2014 meeting, a five year employment agreement for approval. The final terms will include performance-based incentives for both academic and athletic performance of the University's football team.

## **IMPACT**

The materials terms of the employment offer are as follows:

**Term:** Fixed term contract of five years

# **Base Compensation:**

Year 1: \$1,000,000 Year 2: \$1,000,000 Year 3: \$1,300,000 Year 4: \$1,550,000 Year 5: \$1,650,000

Additional Pay for Performance: TBD

**Buy-Out Provision:** If Mr. Harsin terminates early without cause, he will be required to pay liquidated damages as follows:

Year 1: \$2,000,000 Year 2: \$2,000,000 Year 3: \$1,750,000 Year 4: \$500,000

No state funds are used and these amounts are paid only from program revenues, media, donations and other non-state funds.

On the revenue side, buy-out of Chris Petersen's contract at BSU is \$750,000. BSU also received \$500,000 in unbudgeted media revenue from its University of New Mexico game. On the expense side, buy-out for Mr. Harsin's contract at Arkansas State University is \$1,750,000.

# BUSINESS AFFAIRS AND HUMAN RESOURCES COMMITTEE DECEMBER 19, 2013

#### **ATTACHMENTS**

Attachment 1 – Material Term Sheet

Page 3

#### STAFF COMMENTS AND RECOMMENDATIONS

The Athletic Committee was briefed on the materials terms of the employment offer at its December 11<sup>th</sup> meeting by President Kustra, Kevin Satterlee, Vice President for Campus Operations and General Counsel, and Stacy Pearson, Vice President for Finance and Administration.

Staff notes that BSU's product supply and sponsorship agreement with NIKE contains a provision that "if there is a change in the football coach during the term of the agreement, NIKE may, in its sole discretion, equitably reduce the its annual Base [i.e. cash] Compensation to be paid going forward taking into account the diminution of value resulting from such football coach change, in NIKE's sole judgment." The Base Compensation amount for 2013-14 is \$40,000, and then \$50,000 annually through 2018-2019.

## **BOARD ACTION**

I move to approve the request by Boise State University to approve an offer of employment to Bryan Harsin as Head Football Coach for a term commencing December 11, 2013, and to bring to the Board for approval an employment agreement in substantial conformance with the term sheet set forth in Attachment 1, not later than the February 2014 Board meeting.

Moved by	Seconded by	Carried Yes	No
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BAHR – SECTION I TAB 4 Page 2

#### December 11, 2013

#### Material Term Sheet Between Boise State University and Bryan Harsin

This Material Term Sheet outlines the material terms that will be incorporated into a formal Employment Agreement ("Agreement") between Boise State University ("University") and Bryan Harsin ("Harsin") as head football coach. The parties agree to work together in good faith to finalize a formal Agreement (in substantial conformance with the University Board of Trustees model contract) within a reasonable period of time following the execution of this Material Term Sheet.

> Term: 5 Years, beginning December 11, 2013

Compensation: Year 1: \$1.0M; Year 2: \$1.0M; Year 3: \$1.3M;

Year 4: \$1.55M; Year 5: \$1.65M

- Termination by University Without Cause: In the event the University terminates Harsin without cause during the Term, he shall be entitled to the compensation remaining on Agreement that he would have received but for termination. This amount shall be subject to an offset mitigation provision in the event Harsin secures other comparable employment prior to the University's full satisfaction of such payments.
- Termination by Harsin Without Cause: In the event Harsin terminates the Agreement without cause during the Term, Harsin, or his designee, shall be responsible for providing the University the following amount depending on the date of such termination: Year 1: \$2.0M; Year 2: \$2.0M; Year 3: \$1.75M; Year 4: \$500K
- Staff Pool: Harsin shall be provided an annual budget of \$2.2M per year to be divided among nine (9) on-field assistant coaches.
- Previous Employment: The University shall provide Harsin, either directly or indirectly, with funds necessary to satisfy a \$1.75M obligation to his previous employer within ten (10) days following the execution of this Material Term Sheet.
- Other Provisions: The Agreement shall contain mutually agreeable provisions relating to incentives (academic and performance), benefits, moving expenses, country club membership, courtesy car, complimentary tickets, and other provisions commensurate with comparable head football coaching contracts.
- Board of Trustees Approval: This Material Term Sheet shall be binding as a one year agreement pending approval by the University Board of Trustees for the full five year term. The University shall seek such approval at the earliest opportunity.

By executing this Material Term Sheet, the parties understand and agree that they accept the terms contained herein.

**Boise State University** 

By: Mark Capte

Its: Athletics Director
Date: December 11, 2013

December 11, 2013

# BUSINESS AFFAIRS AND HUMAN RESOURCES COMMITTEE DECEMBER 19, 2013

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BAHR – SECTION I TAB 4 Page 4

TAB	DESCRIPTION	ACTION
1	UNIVERSITY OF UTAH SCHOOL OF MEDICINE Agreement Renewal and Annual Report	Motion to approve
2	AMENDMENT TO BOARD POLICY Section V.R Establishment of Fees - First Reading	Motion to approve
3	AMENDMENT TO BOARD POLICY Section V.U Entertainment and Related Expenses - First Reading	Motion to approve
4	AMENDMENT TO BOARD POLICY Section V.F. – Bonds and Other Indebtedness – Second Reading	Motion to approve
5	BOISE STATE UNIVERSITY Sports/Recreation Green Field Project	Motion to approve
6	UNIVERSITY OF IDAHO Aquaculture Research Facility Building Project	Motion to approve
7	FY 2015 OPPORTUNITY SCHOLARSHIP	Motion to approve

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#### **SUBJECT**

University of Utah School of Medicine (UUSOM) agreement renewal and annual report

#### APPLICABLE STATUTES, RULE OR POLICY

Idaho Code §33-3720

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

#### **BACKGROUND / DISCUSSION**

Since July 1976, the State Board of Education has held an agreement with UUSOM to reserve a specific number of seats for Idaho residents at the in-state tuition and fee rate established by UUSOM for residents of Utah. The Board makes annual fee payments in support of such Idaho resident students enrolled under this agreement which is intended to cover the difference between resident and non-resident tuition and fees. The current agreement expires at the conclusion of the 2013-2014 academic year.

Each academic year, UUSOM reserves eight new positions in its entering class pursuant to this Agreement for Idaho resident students seeking an M.D. degree. The regular course of instruction to receive an M.D. degree at UUSOM is four years. Therefore, up to 32 Idaho-sponsored students are enrolled at UUSOM at any time during each academic year.

The total annual support fee that the Board agrees to pay UUSOM for each Idaho resident student enrolled at UUSOM under this agreement for the 2013-14 academic year is \$40,800. Thereafter, the annual support fee for each Idaho resident student shall increase by the Higher Education Cost Adjustment (HECA) index.

The Office of the State Board of Education and the UUSOM have reviewed and revised the contract, which is effective for a period of three years ending with the 2016-2017 academic year. Material changes include:

Section 1(a): Language is removed regarding determination of residency by Idaho State University or the University of Idaho. Board counsel advises that for purposes of the agreement it is sufficient to provide that the SBOE will determine the eligibility of Idaho resident students who wish to participate in the cooperative program covered by the Agreement.

Section 1(c): Clarifies that Idaho-sponsored students will not be granted a leave of absence to participate in UUSOM's joint MD/PhD program. Furthermore, an Idaho-sponsored student is limited to one leave of absence, not to exceed 12 months, during the student's four years as a medical student.

#### IMPACT

All changes contemplated in this agreement have been internally vetted and approved by UUSOM.

Renewal of the agreement will continue to provide a cost-effective way for Idaho students to attend medical school.

#### **ATTACHMENTS**

Attachment 1 – UUSOM agreement - Redline Version Page 3
Attachment 2 – UUSOM Annual Report Page 9

#### STAFF COMMENTS AND RECOMMENDATIONS

Staff recommends approval.

#### **BOARD ACTION**

I move to approve the three-year agreement extension between the University of Utah School of Medicine and the State Board of Education for the provision of a total of up to 32 medical school seats annually, and to authorize the Executive Director of the State Board of Education to execute the agreement in substantial conformance with the terms of the agreement set forth in Attachment 1.

Moved by	Seconded by	Carried Yes	No

BAHR – SECTION II TAB 1 Page 2

# FOR THE PROVISION OF MEDICAL SCHOOL OPPORTUNITIES TO RESIDENTS OF THE STATE OF IDAHO

This Agreement ("Agreement") is executed this \_\_\_\_\_ day of \_\_\_\_\_, between the University of Utah, a body politic and corporate of the State of Utah, on behalf of its School of Medicine, located in Salt Lake City, Utah (hereinafter referred to as the "School"), and the Idaho State Board of Education, located in Boise, Idaho, on behalf of the state of Idaho (hereinafter referred to as "SBOE")(School and SBOE may be referred to hereafter collectively as the parties).

**WHEREAS**, the School has an established, fully accredited, four-year M.D. degree\_granting School of Medicine, and no such degree is offered by an Idaho public higher education institution; and

WHEREAS, the parties hereto—wish to enter into a cooperative program under which the School will reserve, \_-for qualified Idaho resident students, \_-positions in the School at the in-state tuition and fee rate established by the School for residents of the state of Utah, and SBOE will make annual support fee payments in support of such Idaho resident students enrolled pursuant to this Agreement, which cooperative program will benefit both parties in reducing costs and in other ways contemplated in this Agreement, and will improve other benefits to both parties; and

**WHEREAS**, the School is dedicated to the improvement of health care delivery in the Intermountain region, which includes the states of Utah and Idaho; and

**WHEREAS**, the parties hereto-anticipate that this cooperative program will result in significant progress in improving health care delivery, especially rural health care and primary health care, in the Intermountain region.

## **NOW THEREFORE**, it is mutually agreed as follows:

- Positions Reserved for Idaho Resident Students.
- (a) For each academic year of School, Each academic year upon agreement of both parties, the School will reserve eight (8) new positions in its entering class pursuant to this Agreement for Idaho resident students seeking an M.D. degree. The SBOE will determine the eligibility of Idaho resident students who wish to participate in the cooperative program covered by this Agreement, however Idaho students applying to the joint MD/PhD program at the School are not shall not be eligible to participate in the cunder this cooperative program established by this Agreement. The SBOE delegates to Idaho State University (ISU), located in Pocatello, Idaho, the responsibility of designating those students who meet Idaho residency criteria and who are eligible to receive the benefits of this Agreement, except that applicants to the School who also apply to the University of Washington School of Medicine only will be required to submit an Idaho Residency Determination Worksheet to certify residency through one institution (either ISU or the University of Idaho (UI), located in Moscow, Idaho). UI

automatically provides certifications for verification to the School. The regular course of instruction to receive an M.D. degree at the School is four (4) years.

- (b) If an Idaho resident enrolled at the School pursuant to this Agreement permanently withdraws or is dismissed prior to completion of the M.D. degree, then the next academic year the School may accept another eligible Idaho resident student who is currently enrolled in the School's program in consultation with the SBOE. In such event, an Idaho resident student shall assume the vacant position of the Idaho resident student who has withdrawn or was dismissed. However, such student shall only receive the benefits of this Agreement for the remaining years of eligibility for the Idaho resident student who withdrew or was dismissed prior to completion of the M.D. degree.
- (c) An Idaho resident enrolled at the School pursuant to this Agreement may request a leave of absence with the approval of both the School and SBOE, which will generally be granted for purposes such as participating in an academic program intended to further such student's training in the field of medicine, or for cases of significant hardship, and to the extent such leave is otherwise consistent with the practices and policies of the School. A student will not be granted a leave of absence in order to pursue studies in desiring to enroll in the joint MD/PhD program at the School. shall be not eligible for a leave of absence. A leave of absence shall not exceed 12 months, and a student may only take one leave during their four (4) years as a student at the School. A leave of absence requires prior written approval by both the School and SBOE. In such event, aAn Idaho resident student on leave of absence, without the approval of the SBOE. At no time will any student be sponsored by the SBOE for more than a total of four (4) academic years (the leave of absence year, if applicable, does not constitute an academic year).
- (d) Unless the student withdraws or is dismissed as contemplated in paragraph 1(b) above, each Idaho resident student enrolled at the School under this cooperative program (including a student on leave of absence pursuant to paragraph 1(c) above) shall be permitted to continue at the School until such student has finished the regular course of instruction required to receive the M.D. degree (i.e.: four (4) years of academic instruction); notwithstanding, funding for such student under this Agreement is subject to the limitations described in Section 7\_of this Agreement and the student's obligations with respect to the payment of tuition as described at Section 5 of this Agreement. The regular course of instruction may be increased or decreased for a particular student on a case by case basis as agreed upon by the School and SBOE. At no time will any student be sponsored by the SBOE for more than a total of four (4) years (the leave of absence year, if applicable, does not constitute an academic year).
- (e) An Idaho resident student who is offered and accepts a reserved position shall, from that point forward in such student's course of instruction at the School, be considered a resident of Idaho, notwithstanding establishment of legal residence in the state of Utah.

(f) Except as otherwise permitted by this Agreement, the number of positions reserved each year may be increased or decreased only by mutual written consent of both parties to this Agreement.

# 2. <u>Admission Requirements</u>.

- (a) All Idaho resident students designated as eligible for benefits under this Agreement must apply for admission to the School in accordance with the regular admission procedures of the School, which includes the application process of the American Medical College Application Service, and the screening criteria and interview procedures developed by the School.
- (b) The School agrees to designate at least two Idaho licensed physicians approved by SBOE to serve on the School's Admissions Selection Committee for the purpose of assisting in the selection of the Idaho resident students to be admitted pursuant to this Agreement. The Assistant Dean for Idaho Affairs will also serve as a member of such Admissions Selection Committee. The Idaho licensed physicians will also participate as full voting members in selection deliberations involving Idaho resident student applicants. Idaho physicians may participate by teleconference but if they attend in person, then the SBOE will be responsible for all SBOE pre-approved travel expenses related to the Idaho licensed physicians serving on the Admissions Committee, in accordance with Idaho State Board of Examiner's travel policies. The Dean of the School, or heris designee, shall have final authority over the acceptance or rejection of Idaho student applicants.
- 3. <u>Rules and Regulations</u>. Except as otherwise expressly provided for in this Agreement, Idaho resident students holding reserved positions shall be subject to the same academic, disciplinary, and other rules, regulations, requirements, and privileges that are applicable to all other students in the School.
- 4. <u>Clinical Rotations in Idaho</u>. The School will encourage Idaho sponsored students to participate in shadowing Idaho physicians after the first year of school and will offer electives during the senior year of school. As part of the regular course of instruction for an M.D. degree, students participate in ambulatory clinical rotations during the third year of training. The parties agree that the Idaho resident students enrolled pursuant to the cooperative program covered by this Agreement shall serve such ambulatory clinical rotations at facilities in the state of Idaho, to the extent such opportunities are reasonably available. Upon a showing of hardship by the Idaho resident student, this requirement that an ambulatory clinical rotation occur at a facility in the state of Idaho may be waived by the SBOE. The coordination of such ambulatory clinical rotations shall be the responsibility of the School. The School shall report annually to the SBOE on the status of student rotations in the state of Idaho.
- 5. <u>Tuition</u>. Idaho resident students who are enrolled under the provisions of this Agreement shall be assessed the tuition and fees established for Utah resident students. In addition, Idaho resident students may be assessed any additional tuition

and fees that may be required by law, required by SBOE, or are otherwise necessary to cover any shortfall between the Annual Support Fee (as defined below) and the tuition and fees established for non-resident students.

## 6. <u>Annual Support Fee and Payments</u>.

- (a) The total annual support fee that SBOE agrees to pay the School for each Idaho resident student enrolled in the School under this cooperative program for the 20144-125 academic year shall be \$38,75840,800 per Idaho resident student which is the amount appropriated by the State of Idaho (the "Annual Support Fee"). Thereafter, the parties agree that the Annual Support Fee for each Idaho resident student shall increase by an amount which is equal to the increase in the Higher Education Cost Adjustment (HECA) index. The index used shall be the published HECA index for the most recently available -year preceding the academic year.
- (b) The SBOE's annual support fee obligation each academic year shall be for Idaho resident students enrolled in the cooperative program. The annual support fee for any student(s) on a leave of absence pursuant to Section 1(c) of this Agreement shall be placed in an escrow account by the School to be used upon a student's return to the School. If a student does not return to the School, moneys in the escrow account will be returned to the State of Idaho through the SBOE consistent with the terms of Section 8 of this Agreement.
- (c) The SBOE agrees to make the annual support fee payment to the School within thirty (30) days after receiving from the School the annual support fee statement, which details the Idaho resident students enrolled under this Agreement.
- (d) SBOE's payment obligation for each Idaho resident student enrolled in the School pursuant to this Agreement will continue for the length of enrollment of each Idaho resident student in the School. The receipt of any scholarship by an Idaho resident student, including any federal scholarship, will not reduce the SBOE's obligation under this Agreement.
- (e) The School agrees to collect the incentive fee assessed by SBOE pursuant to Idaho Code §33-3723, establishing the Idaho Rural Physician Incentive Program. Each academic year SBOE will notify the School of the amount to be collected from each Idaho resident student enrolled pursuant to this cooperative program for that school year. The School will collect the fee from all Idaho sponsored students, and promptly transfer such funds to SBOE.

#### 7. Legislative Appropriation.

(a) SBOE agrees that it will include support obligations which it anticipates will become due as a result of this Agreement in each budget submitted to the Idaho Legislature, and will use good faith efforts to secure appropriations to meet such anticipated obligations. However, if the Idaho Legislature fails to appropriate an

- amount of money sufficient to meet the total amount due to the School for an academic year, then SBOE will not be obligated for support fee payments beyond the funds appropriated. If the Idaho Legislature appropriates an amount of money insufficient to meet the total amount due to the School for an academic year, then each Idaho resident student who determines to remain in the program shall be responsible for the difference between the annual support fee and the per student appropriation.
- (b) If the Idaho Legislature fails to make any appropriation or otherwise determines to discontinue Idaho's participation in this cooperative program, then in such event the School will not be obligated to reserve any positions in future entering classes, and the School agrees to permit each Idaho resident student enrolled under this Agreement to continue in the course of instruction leading to the M.D. degree, so long as a satisfactory academic record is maintained and the Idaho resident student pays the applicable tuition and fees. Under these circumstances, the School will have the right to charge each Idaho resident student the tuition and fees established for non-resident students.
- 8. Refunding of Annual Support Fee. In the event an Idaho resident student enrolled pursuant to this Agreement is terminated during an academic year for any reason, then the School will refund to SBOE the annual support fee payment made on behalf of such student, subject to the same rules and regulations as apply generally to the refund of tuition and fees to medical students enrolled in the School that terminate their course of study during an academic year.
- 9. <u>Information to SBOE</u>. The School will submit an annual report to SBOE on or before August 31 of each year of this Agreement, which shall include the names of students accepted for the upcoming school year, and a report on the academic progress of continuing students enrolled under this Agreement. From time to time, as information is necessary for the successful operation of this cooperative program, the School will, upon reasonable request, make additional reports to the SBOE. Such information is limited to that permitted to be disclosed by the School to the SBOE under the Family Education Rights and Privacy Act, 20 U.S.C.A. § 1232g, as amended.
- 10. Term and Termination. The effective date of this Agreement shall coincide with the beginning of the 20144-20125 academic year of the School, and will expire at the conclusion of the 20136-20147 academic year of the School. Notwithstanding, this Agreement may be terminated by either party prior to the expiration date for any reason upon 30 days written notice to the other party. The parties agree that the expiration or termination of this Agreement shall not affect: (a) the School's obligation with respect to Idaho resident students enrolled under this Agreement at the time of expiration or termination who have not finished their course of study, and (b) SBOE's support fee obligation with respect to Idaho resident students enrolled under this Agreement at the time of expiration or termination who have not finished their course of study, unless such students withdraw or are dismissed as discussed in Section 1(b) hereinabove. This Agreement may not be modified or amended except by a written instrument executed by both parties. If full payment by the SBOE is not made by the due date for

such payment, then the Agreement may be terminated immediately, except as it applies to individual Idaho resident students currently enrolled at the School at the time of such termination.

11. Notice. All notices and other communications shall be addressed as follows:

Idaho State Board of Education University of Utah Dr. Mike Rush Dr. Vivian S. Lee **Executive Director** Senior Vice President for Health Sciences Office of the State Board of Education University of Utah School of Medicine PO Box 83720 50 North Medical Drive Boise, ID 83720-0037 Salt Lake City, UT 84132-0001 IN WITNESS WHEREOF, the parties hereto, by their authorized representatives, have executed this Agreement on this day of . IDAHO STATE BOARD OF EDUCATION **UNIVERSITY OF UTAH** Mike Rush Vivian Lee Sr. Vice President for Health Sciences **Executive Director** 

University of Utah

Idaho State Board of Education



# University of Utah, School of Medicine Idaho State Board of Education Annual Report 2013

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# Senior Vice President for Health Sciences Dean, School of Medicine CEO, University Health Care

Vivian S. Lee, M.D., Ph.D., M.B.A.

vivian.lee@hsc.utah.edu

801-585-2646

175 North Medical DR

Salt Lake City, UT 84132

# **School of Medicine, Office of the Dean**

DeVon C. Hale, M.D.

devon.hale@hsc.utah.edu

801-585-9573

30 North 1900 East, Room 1C135

Salt Lake City, UT 84132

BAHR - SECTION II

# **Mission Statement**

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

# **Overview of the Four Year Curriculum**



# Year 1

#### Phase1: Foundations of Medicine

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

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

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

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

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

#### **Clinical Experience**

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

# Year 2

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

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

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

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

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

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

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

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

#### Phase 2: (2.7) Life Cycle

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

#### Clinical Experience

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

# Year 3

In the third year, emphasis is on the integration of basic science knowledge with clinical, ethical, diagnostic, and problem solving skills. Clinical clerkships, during which students learn patient management as members of the health care team, include family practice, internal medicine, obstetrics and gynecology, pediatrics, psychiatry, and surgery. Students also take a Topics of Medicine course, which reviews a series of simulated patients with common medical problems seen in ambulatory medicine. The student is also required to complete a four-week clinical neurology clerkship between the end of the sophomore year and the end of the senior year. Each student must also satisfactorily complete an objective standardized clinical examination (OSCE) administered at the end of the 3rd year prior to being promoted to the 4th year.

#### Family Medicine Clinical Clerkship

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

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

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

#### **Neurology Clinical Clerkship**

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

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

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

#### **Pediatrics Clinical Clerkship**

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

#### **Psychiatry Clinical Clerkship**

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

#### **Surgery Clinical Clerkship**

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

# Year 4

The fourth year track system at the University of Utah School of Medicine utilizes a learning community model to deliver medical education and career mentoring necessary to prepare fourth year medical students for their internship.

There are four tracks that students can select from—Acute Care, Applied Anatomy, Medical Sciences and Specialties, and Primary Care. There is a specific set of specialties designated to each track (e.g. the Primary Care track consists of students anticipating matching into Pediatrics, Internal Medicine, Family Medicine, etc.) Students select their track designation in the middle of their Phase III clerkships as they begin to plan their Phase IV courses. Specialty specific mentors are designated for each specialty within each track and are available to help with course scheduling and career mentoring. Students are allowed to change their track designation at any time.

All students graduating from the University of Utah School of Medicine must meet a core set of requirements for graduation as determined by the Curriculum Committee — such as completion of Phases I-III, a local Sub-Internship rotation during the fourth year, 32 weeks of total credits in the fourth year and a minimum number of ambulatory and clinical credits. Additionally all students must participate in two required courses in the fourth year — the Longitudinal Preparation for Internship (LPIC) course and the Transition to Internship Course (TIC). Each track has its own faculty Track Director who is responsible for the content of the track's LPIC and TIC.

The LPIC is a longitudinal 2 credit course that runs July through March and meets for one afternoon every other week. Students are excused from their clinical duties to attend the LPIC. The curriculum emphasizes career mentoring, preparation for the Match, and the delivery of curriculum thread content. Students participating in away rotations or residency interviews are excused from the LPIC for that afternoon. Shared portions of the curriculum are delivered to the entire class. Some portions are delivered to individual tracks and individual specialties in small group activities.

The TIC is a 4 credit course that runs Monday through Friday for four weeks in April after the students have matched. The course is intended to be a capstone course for their medical school career. The curriculum emphasizes clinical reasoning skills, psychomotor task training, team communication, and the delivery of curriculum thread content needed for the student to be successful in their matched internship. Hands-on task trainers, high fidelity simulation models, inter-professional education, role playing, small group discussions and formal didactic lectures are used to deliver content. Similar to the LPIC, shared portions of the curriculum are delivered

to the entire class and some portions are delivered to individual tracks and individual specialties.

#### **Threads**

The medical arts curriculum is focused on the integration of 10 threads into the core curriculum. The threads are: interprofessional education, nutrition, women's and gender health, geriatrics, health care systems, public and global health, medical ethics and humanities, translational research, biomedical informatics, and cultural diversity.

# **Idaho Student Affairs Update**

#### Introduction

## **Program Leadership**

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

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

#### **Admissions**

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

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

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

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

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

# **Academic Requirements**

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

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

**Medical College Admission Test (MCAT):** All applicants are required to take the MCAT within 3 years of their application. Example: For applications for the class entering medical school in 2013, scores will be accepted from tests taken in 2012, 2011 and 2010. Tests taken after September will not be considered for the current application year.

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

# **Required Activities**

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

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

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

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

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

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

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

Research is the foundation of medical knowledge. We consider participation in research activities to be an important part of the preparation for medical school. Physicians depend on medical literature to remain current in their fields. Most physicians participate in research at some point in their careers. Research experience may be in any discipline and performed at any site. However, it must involve the testing of a hypothesis.

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

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

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

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

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

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

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

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

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

# **Admissions Report**

Academic Year	Idaho Med Stud Applicant Pool	Selected for Interviews	Accepted for Admission	Sponsored Students	Non- Sponsored Students
2012 -2013	104	50	16	8	0
2011 - 2012	89	40	14	8	0
2010 - 2011	95	49	12	8	0
2009-2010	84	45	14	8	2
2008-009	108	64	12	8	1
2007-2008	116	61	13	8	0
2006-2007	93	43	9	8	1
2005-2006	112	57	13	8	0
2004-2005	86	47	11	8	1
2003-2004	84	33	14	8	4
2002-2003	99	53	17	8	0
2001-2002	88	50	13	8	4
2000-2001	96	50	13	8	1
1999-2000	88	42	9	6	0
1998-1999	87	52	13	6	0



# **Hometowns**

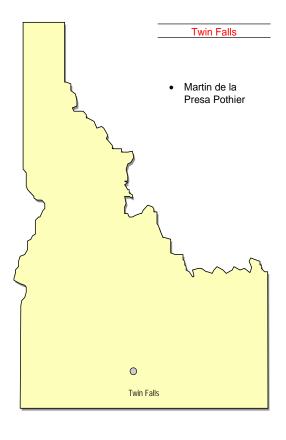
# Freshmen

Last Name	First Name	City at Time of Application	State at Time of Application	Birth City	Birth State
Gan	Meng	Idaho Falls	ID	Shanghai	
Huber	Jordan	Orem	UT	Austin	TX
Jacobs	John	Boise	ID	Boise	ID
Josten	George	Idaho Falls	ID	Anaheim	CA
Koncinsky	Jordan	Boise	ID	McCall	ID
Mikelonis	Dawn	Boise	ID	Boise	ID
Rea	Natalie	Twin Falls	ID	Bryan	TX
Womeldorff	Matthew	Crossett	AR	Orange County	CA

# **Rural Observational Experience**

A four to eight week non-credit observational experience for students is offered between their first and second year of medical school. Students can shadow a rural doctor for up to 8 weeks. Students receive a stipend and travel expenses.

The following student completed the observational experience in Twin Falls, from June.10- July 5, 2013:



#### Summer observational experience By Martin de la Prensa Pothier – MS 2016

This past summer I was able to participate in the Rural Shadowing Program in Twin Falls, Idaho. This opportunity allowed me to experience what a rural family physician does in a typical day. I was fortunate to be able to work with Drs. Dan and Jen Preucil and see the contrast in the diversity of patients that each of them works with.

Dr. Jen Preucil worked in a small outpatient clinic where she predominantly managed women's health issues and well-child exams. When shadowing her I was able to learn a lot about the importance of educating patients about the need for healthy lifestyle choices and screening for common disease. I also enjoyed learning about phases of childhood development and how to use this information to help parents understand the changes that their child is experiencing.

Dr. Dan Preucil worked in the community hospital where he saw a wide range of patients and ailments. Of particular interest to me was his work with the local refugee population. He was able to overcome language barriers with the use of telephone-interpreters to provide them the same quality care that he gives to the rest of his patients.

This experience has contributed to my medial education by allowing me to develop my ability to conduct patient interviews and increase my physical examination skills. It was also inspiring to see the relationships that these doctors have developed with their patients over time. This has further increased my desire and motivation to practice in a rural setting.

# **Clinical Medical Education in Idaho**

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

# **Family Practice Clinical Clerkship**

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

# **Educational Objectives:** The student will:

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

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

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

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

# Family Medicine Volunteer Clinical Faculty in Idaho 2-13

Physician	Location	Phone
Jaren Blake, MD	Bingham Memorial Family Medicine 98 Poplar Street Blackfoot, ID	208-782-2999
Thomas S. Call, DO	Bingham Memorial Hospital 98 Poplar MOB 1st floor Blackfoot, ID 83221	208-782-3700
Waj E. Nasser, MD	1520 W State St Boise, ID 83702	208-947-7700
William Crump, MD	St Luke's Family Health 3090 Gentry Way Ste 200 Meridian, ID 83642	208-887-6813
Julie Gunther, MD	St Luke's Family Medicine Park Center 701 East Parkcenter Blvd Boise, ID 83706	208-381-6500
Andrew Holtz, DO	Praxis Medical Group 3080 East Gentry Way Ste 200 Meridian, ID 83642	208-884-3770
Jason Ludwig, DO	Pioneer Family Medicine 13150 West Persimmon Lane Boise, ID 83713	208-938-3663
Michael Maier, MD	Saint Luke's Medical Center 3301 North Sawgrass Way Boise, ID 83704	208-376-9592
Suzanne Allen, MD	Boise Family Medicine Residency 777 North Raymond St Boise, ID 83704	208-367-6047
Elizabeth A Rulon, MD	Boise Family Medicine Residency 777 North Raymond St Boise, ID 83704	208-367-6047
R. Bret Campbell, DO	1501 Hiland Ave Ste A Burley, ID 83318	208-878-9432
Lorene Lindley, MD	1112 West Ironwood Dr Coeur d'Alene, ID 83814	208-664-8818
Eddie Rodriguz, MD	Valley Family Health Clinic (Emmett Clinic) 207 E. 12th Street Emmitt, ID 83617	208-365-1065

Richard F. Paris, MD	Hailey Medical Clinic 706 South Main Street Hailey, ID 83333	208-788-3434
Leanne L. LeBlanc, MD	610 North West 2nd Street Grangeville, ID 83530	208-983-5120
Terrance A Riske, MD	Hayden Lake Family Physicians 8181 Cornerstone Drive Hayden Lake, ID 83835	208-772-0785
Barry F. Bennett, MD	South East Family Medicine 2775 Channing Way Idaho Falls, ID 83404	208-524-0133
David A. Hall, MD	St Luke's Payette Lakes Medical Clinic 211 Forest Street Box 1047 McCall, ID 83638	208-634-6443
Dan Ostermiller, MD	St Luke's Payette Lakes Medical Clinic 211 Forest Street Box 1047 McCall, ID 83638	208-634-6443
William Crump, MD	St Lukes Family Health 3090 Gentry Way Ste 200 Meridian, ID 83642	208-887-6813

# **Internal Medicine Clinical Clerkship**

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

# Internal Medicine Volunteer Clinical Faculty in Idaho 9-13

Physician	Address	Phone
Nancy Alston	Idaho State University, Student Health Center 921 South 8th Ave, MSC 8311 Pocatello,ID 83209	(208) 282-2330
Alan Avondet	2001 S. Woodruff Avenue Suite 15 Idaho Falls,ID 83404 -6372	(208) 522-7310
Brian Berk	St Lukes Clinic, Twin Falls, ID	(208) 814-8300
Sky Blue	125 South Idaho Suite 203 Boise,ID 83712	(208) 338-0148
Sherwin D'Souza	Diabetes & Internal Medicine Associates 2302 E Terry Street Ste. A Pocatello,ID 83204	(208) 235-5910

Julie Foote	900 North Liberty, Boise, ID	
James Gallafent	St. Luke's Internal Medicine, Meridian Clinic 520 S. Eagle Road, Suite 3102 Meridian,ID 83642	(208) 796-5100
Christopher Goulet	6259 W Emerald Boise,ID 83704	(208) 489-1900
Michael Hedemark	250 S. Eagle Road, Suite 3102 Meridian,ID 83642	(208) 706-5100
Nicholas Hunt	5610 West Gage Suite A Boise,ID 83706	(208) 367-3370
Paul Montgomery	St. Luke's Mountain States Tumor Institute 100 East Idaho Boise,ID 83712	(208) 381-2711
Leslie Nona	300 East Jefferson Suite 201 Boise,ID	(208) 381-4100
Emily Petersen	700 Ironwood Suite 334 Coeur d' Alene,ID 83814	(208) 666-9541
Anne Poinier	520 South Eagle Road #3102 Meridian,ID 83642	(208) 706-5100
Scott Taylor	Medical Office Building 3200 Channing Way Idaho Falls,ID 83404	(208) 535-4300
E. Gregory Thompson	300 E Jefferson St Suite #201 Boise,ID 83712	(208) 381-4100

# The Public/Community Project

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

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

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

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

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

- 1. What is important to the community/population group you are going to work with? (This may include public health personnel, agencies, and the community-atlarge.)
- 2. What issues have the greatest impact on the health of the specific identified group (in whose opinion)?
- 3. What issue can be reasonable addressed (studied) over four weeks?
- 4. Will the proposed project receive the appropriate amount of effort?

## **Project Guidelines:**

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

# **Other Clinical Medical Education Opportunities in Idaho**

# Family Medicine (Primary Care) Preceptorship

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

# **Course Requirements:** Students will:

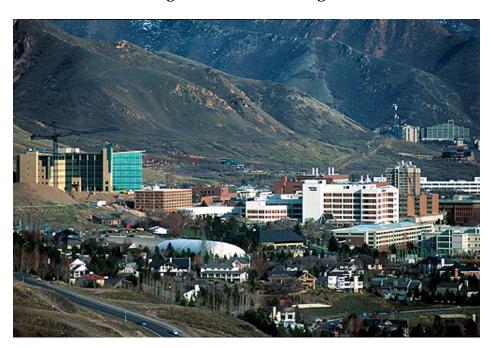
1. Demonstrate knowledge of 20 clinical problems encountered in the primary care site they are working with including a basic history, physical examination, laboratory investigation and treatment pertinent to each.

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

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

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

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



# Financial Report 2012-2013

The Idaho State Board of Education subsidizes eight seats at the University of Utah so these students are able to pay in-state tuition. For academic year 2012-2013, Idaho students paid \$30,458.78, with student fees of \$943.80, for a total of \$31402.58. Idaho students also paid a surcharge of \$1,652, which was returned to Idaho\*. The State of Idaho paid \$39,284/per student.

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

Total	\$ 72,965.94
Administrative Support Salary	\$ 45,140.18
Boise Physician Support Salary	\$12,772.00
Expenses	
Idaho Medical Association U of U Student Rep	\$977.90
Idaho Rural Outreach Program	\$ 1548.05
Third/Fourth-Year Rotation Expenses	\$ 6735.53
First-Year Job Shadowing Stipend	\$ 1948.00
Student Rotation Expenses*	
Administrator Travel	\$3844.28
Direct student support:	

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

# \* Covered expenses for rotations:

First-Year Job Shadowing Stipend: \$1100/4 week block

**Mileage:** One round trip between SLC and rotation site (\$0.565./mile) and mileage if distance between housing and rotation sites is  $\ge 15$  miles (\$0.565/mile)

**Housing:** If renting apt/motel  $\leq$  \$600 or if staying with family or friends a nice dinner/gift basket as a thank you  $\leq$  \$75

**Preceptor:** nice dinner/gift basket as a thank you  $\leq $75$ 

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

<sup>\*</sup>This went towards the Idaho Rural Recruitment program

# **School of Medicine Graduate Report**

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

Academic Year	Sponsored	Non-sponsored
2012 - 2013	8	2
2011 - 2012	8	4
2010 - 2011	9	3
2009-2010	6	4
2008-2009	7	1
2007-2008	8	0
2006-2007	8	1
2005-2006	8	4
2004-2005	8	0
2003-2004	8	4
2002-2003	9	1
2001-2002	5	0
2000-2001	6	0
1999-2000	6	7
1998-1999	6	2
1997-1998	6	1
1996-1997	6	3
1995-1996	6	3

As of September 2013, the Alumni Office reported the following estimated numbers for graduates practicing medicine in Idaho:

Total	378	
Resident Graduates practicing in Idaho	132	
Medical School Graduates practicing in Idaho	246	
Estimated Idaho Sponsored Students, 1953-2012:	259	

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

Academic Year	Number of Graduates	Specialty	
2012 - 2013	8:305	<ul> <li>1 – Pediatrics</li> <li>2 – Cardiology</li> <li>1 – Pathology</li> <li>1 – Internal Medicine</li> </ul>	1 - Anesthesiology 1 - Hematology/Oncology 1 - PM&R
2011 - 2012	8 : 297	<ul><li>1 – Neurology</li><li>1 – Family Medicine</li><li>1 - Pediatrics</li></ul>	<ul><li>3 – Internal Medicine</li><li>1 – Emergency Medicine</li><li>1 - Dermatology</li></ul>
2010 – 2011	9:292	4 – Family Medicine 1 – Radiation Oncology 1 – Internal Medicine	<ul><li>1 – General Surgery</li><li>1 – Emergency Medicine</li><li>1 - Peds-Anesthesiology</li></ul>
2009 – 2010* Jason Hawkes, MD Grad 2011	7:266	1 – Medicine – Psychiatry 3 – Family Medicine 3 – Internal Medicine	1 – Pediatrics 1 – Emergency Medicine
2008 – 2009* Robin Ninefeldt, MD Grad 2010	7: 287	1 – Anesthesiology 3 – Internal Medicine 1 – Family Medicine	1 – Pediatrics 1 – General Surgery
2007 – 2008*  Matt Reed,  MD,PhD  Grad 2010	7:265	<ul><li>4 – Family Medicine</li><li>1 – Internal Medicine</li><li>2 - Anesthesiology</li></ul>	
2006-2007	4:228	<ul><li>1 – Internal Medicine</li><li>2 – Pediatrics</li><li>1 – Pediatric Hemy/Onc</li></ul>	
2005-2006	8 : 214	2 – Sports Medicine 1 – Dental	1 – Pediatric Psychiatry 2 – Pediatrics

Academic Year	Number of Graduates	Specialty	
		1 – Pulmonary	1 – Pathology
2004-2005		1 – Internal Medicine	1 – Cardiology
	7: 222	1 – Anesthesiology	1-Gastroenterology
		2 – Dental	1 – Physical Medicine

#### **SUBJECT**

Board Policy V.R. – Establishment of Fees – first reading

#### REFERENCE

September 1994 Board approved separate technology fee

February 2011 Board removed matriculation fees for University of

Idaho

October 2012 Board directed staff to add a dependent fee waiver to

Board policy

February 2013 Board approved various revisions to policy V.R.

#### APPLICABLE STATUTE, RULE, OR POLICY

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

#### BACKGROUND/DISCUSSION

At the February 2013 Board meeting, the Board approved the second reading of changes to Board policy V.R. to, among other things, allow institutions to determine employee/spouse and dependent fees (subject to Board approval). The institutions have suggested the Senior Citizen fee should be treated similarly.

#### **IMPACT**

The current Senior Citizen fee is for Idaho residents 60 years and older and includes a \$20.00 registration fee plus \$5.00 per credit hour. This revision will allow each institution to determine eligibility and set the fee, subject to Board approval.

#### **ATTACHMENTS**

Attachment 1 – Section V.R. – First Reading

Page 3

#### STAFF COMMENTS AND RECOMMENDATIONS

The proposed revisions change the Senior Citizen fee from a set dollar amount to mirror language used for the employee spouse and dependent fees.

Staff recommends approval.

#### **BOARD ACTION**

I move to approve the first reading of proposed amendments to Board policy Section V.R., Establishment of Fees, with all revisions as presented.

Moved by	Seconded by	Carried Yes	_ No
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#### SECTION: V. FINANCIAL AFFAIRS

Subsection: R. Establishment of Fees February 20134

#### vi. Employee/Spouse/Dependent Fee

The fee for eligible participants shall be set by each institution, subject to Board approval. Eligibility shall be determined by each institution. Employees, spouses and dependents at institutions and agencies under the jurisdiction of the Board may be eligible for this fee. Employees of the Office of the State Board of Education and the Division of Professional-Technical Education shall be treated as institution employees for purposes of eligibility. Special course fees may also be charged.

#### vii. Senior Citizen Fee

The fee for Idaho residents who are 60 years of age or older shall be a registration fee of twenty dollars (\$20.00) plus five dollars (\$5.00) per credit hour. This fee is for courses on a space available basis only. Special course fees may also be charged. The fee for eligible participants shall be set by each institution, subject to Board approval. Eligibility shall be determined by each institution.

#### viii. In-Service Teacher Education Fee

The fee shall not exceed one-third of the average part-time undergraduate credit hour fee or one-third of the average graduate credit hour fee. This special fee shall be applicable only to approved teacher education courses. The following guidelines will determine if a course or individual qualifies for this special fee.

- a) The student must be an Idaho certified teacher or other professional employed at an Idaho elementary or secondary school.
- b) The costs of instruction are paid by an entity other than an institution.
- c) The course must be approved by the appropriate academic unit(s) at the institution.
- d) The credit awarded is for professional development and cannot be applied towards a degree program.

#### ix. Workforce Training Credit Fee

This fee is defined as a fee charged students enrolled in a qualified Workforce Training course where the student elects to receive credit. The fee is charged for processing and transcripting the credit. The cost of delivering Workforce Training courses, which typically are for noncredit, is an additional fee since Workforce Training courses are self-supporting. The fees for delivering the courses are retained by the technical colleges. The Workforce Training fee

SECTION: V. FINANCIAL AFFAIRS

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shall be \$10.00 per credit.

#### Institutional Local Fees – Approved by the Board

Institutional local fees are both full-time and part-time student fees that are approved by the State Board of Education and deposited into local institutional accounts. Local fees shall be expended for the purposes for which they were collected.

The facilities, activity and technology fees shall be displayed with the institution's tuition and fees when the Board approves tuition and fees.

#### i. Facilities Fee

Facilities fee is defined as the fee charged for capital improvement and building projects and for debt service required by these projects. Revenues collected from this fee may not be expended on the operating costs of the general education facilities.

#### ii. Activity Fee

Activity fee is defined as the fee charged for such activities as intercollegiate athletics, student health center, student union operations, the associated student body, financial aid, intramural and recreation, and other activities which directly benefit and involve students. The activity fee shall not be charged for educational costs or major capital improvement or building projects. Each institution shall develop a detailed definition and allocation proposal for each activity for internal management purposes.

#### iii. Technology Fee

Technology fee is defined as the fee charged for campus technology enhancements and operations.

#### iv. Professional Fees

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

#### a) Credential or Licensure Requirement:

 A professional fee may be assessed for an academic professional program if graduates of the program obtain a specialized higher education degree that qualifies them to practice a professional service involving expert and specialized knowledge for which credentialing or licensing is required. For purposes of this fee, "academic" means a

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systematic, usually sequential, grouping of courses that provide the student with the knowledge and competencies required for a baccalaureate, master's, specialist or doctoral degree as defined in policy III.E.1.

- 2) The program leads to a degree where the degree is at least the minimum required for entry to the practice of a profession.
- b) Accreditation Requirement: The program:
  - 1) Is accredited,
  - 2) is actively seeking accreditation if a new program, or
  - 3) will be actively seeking accreditation after the first full year of existence if a new program by a regional or specialized accrediting agency.
- c) Extraordinary Program Costs: Institutions will propose professional fees for Board approval based on the costs to deliver the program. An institution must provide clear and convincing documentation that the cost of the professional program significantly exceeds the cost to deliver nonprofessional programs at the institution. A reduction in appropriated funding in support of an existing program is not a sufficient basis alone upon which to make a claim of extraordinary program costs.
- d) The program may include support from appropriated funds.
- e)The program is consistent with traditional academic offerings of the institution serving a population that accesses the same activities, services, and features as regular full-time, tuition-paying students.
- f) Upon the approval and establishment of a professional fee, course fees associated with the same program shall be prohibited.
- g) Once a professional fee is initially approved by the Board, any subsequent increase in a professional fee shall require prior approval by the Board at the same meeting institutions submit proposals for tuition and fees.

#### v. Self-Support Academic Program Fees

- a) Self-support programs are academic degrees or certificates for which students are charged program fees, in lieu of tuition. For purposes of this fee, "academic" means a systematic, usually sequential, grouping of courses that provide the student with the knowledge and competencies required for an academic certificate, baccalaureate, master's, specialist or doctoral degree. To bring a Self-support program fee to the Board for approval, the following criteria must be met:
  - 1) An institution shall follow the program approval guidelines set forth in policy III.G.
  - 2) The Self-support program shall be a defined set of specific courses

#### **Idaho State Board of Education**

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that once successfully completed result in the awarding of an academic certificate or degree.

- 3) The Self-support program shall be distinct from the traditional offerings of the institution by serving a population that does not access the same activities, services and features as full-time, tuition paying students, such as programs designed specifically for working professionals, programs offered off-campus, or programs delivered completely online.
- 4) No appropriated funds may be used in support of Self-support programs. Self-support program fee revenue shall cover all direct costs of the program. In addition, Self-support program fee revenue shall cover all indirect costs of the program within two years of program start-up.
- 5) Self-support program fees shall be segregated, tracked and accounted for separately from all other programs of the institution.
- b) If a Self-support program fee is requested for a new program, an institution may fund program start-up costs with appropriated or local funds, but all such funding shall be repaid to the institution from program revenue within a period not to exceed three years from program start-up.
- c) Once a Self-support program fee is initially approved by the Board, any subsequent increase in a Self-support program fee shall require prior approval by the Board.
- d) Institutions shall audit Self-support academic programs every three (3) years to ensure that program revenue is paying for all program costs, direct and indirect, and that no appropriated funds are supporting the program.
- e) Students enrolled in self-support programs may take courses outside of the program so long as they pay the required tuition and fees for those courses.

#### vi. Contracts and Grants

Special fee arrangements are authorized by the Board for instructional programs provided by an institution pursuant to a grant or contract approved by the Board.

#### vii. Student Health Insurance Premiums or Room and Board Rates

Fees for student health insurance premiums paid either as part of the uniform student fee or separately by individual students, or charges for room and board at the dormitories or family housing units of the institutions. Changes in insurance premiums or room and board rates or family housing charges shall be approved by the Board no later than three (3) months prior to the semester the change is to become effective. The Board may delegate the approval of these premiums and rates to the chief executive officer.

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SECTION: V. FINANCIAL AFFAIRS

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#### viii. New Student Orientation Fee

This fee is defined as a mandatory fee charged to all first-time, full-time students who are registered and enrolled at an institution. The fee may only be used for costs of on-campus orientation programs such as materials, housing, food and student leader stipends, not otherwise covered in Board-approved tuition and fees.

#### Institutional Local Fees and Charges Approved by Chief Executive Officer

These local fees and charges are assessed to support specific activities and are only charged to students that engage in these particular activities. Local fees and charges are deposited into local institutional accounts or unrestricted current fund 0650 and shall only be expended for the purposes for which they were collected.

#### i. Continuing Education

Continuing education fee is defined as the additional fee to part-time students which is charged on a per credit hour basis to support the costs of continuing education.

#### ii. Course Overload Fee

This fee may be charged to full-time students with excessive course loads as determined by each institution. Revenue from this fee is deposited in unrestricted current fund 0650.

#### iii. Special Course Fees or Assessments

A special course fee is a fee required for a specific course or special activity and, therefore, not required of all students enrolled at the institution. Fees such as: student orientation fees (when assessed to only those who register to participate), penalty assessments, library fines, continuing education fees, parking fines, laboratory fees, breakage fees, fees for video outreach courses, late registration fees, and fees for special courses offered for such purposes as remedial education credit that do not count toward meeting degree requirements are considered special course fees. All special course fees or penalty assessments, or changes to such fees or assessments, are established and become effective in the amount and at the time specified by the chief executive officer or provost of the institution. The chief executive officer is responsible for reporting these fees to the Board upon request.

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# BUSINESS AFFAIRS & HUMAN RESOURCES JUNE 20 21, 2013

#### **SUBJECT**

Board policy V.U. – Entertainment and Related Expenses

#### APPLICABLE STATUTES, RULE OR POLICY

Idaho State Board of Education Governing Policies & Procedures, Section V.U. Idaho Board of Examiners State Travel Policy and Procedures

#### **BACKGROUND / DISCUSSION**

Staff received a question from an institution seeking clarification and interpretation of allowable entertainment expenses per Board policy V.U. Upon review of the policy, staff determined the policy is problematically vague and in need of updating. Staff reviewed entertainment policies at other public higher education systems as a guide. The policy is clarified by adding two categories of allowable entertainment expenses:

- 1) Entertainment involving guests external to the institution and directly related to five general purposes; and
- 2) Meals for institution administrative/business meetings.

The proposed changes also clarify a provision to allow for payment of business and civic club memberships.

#### **IMPACT**

Approving the amendments to Board policy V.U. will provide more clarification and controls for entertainment expenses.

#### **ATTACHMENTS**

Attachment 1 – Board policy V.U. – First reading

Page 3

#### STAFF COMMENTS AND RECOMMENDATIONS

Examples of a business or civic club membership would be a local chamber of commerce or Rotary Club. Staff suggests that membership in clubs outside of these categories, such as a dining or country club (e.g. the Arid Club), should be limited to senior management and included in their contracts, subject to Board approval.

Staff recommends approval.

#### **BOARD ACTION**

I move to approve the first reading of proposed amendments to Board policy V.U. Entertainment and Related Expenses, with all revisions as presented.

Moved by	Seconded by	Carried Yes	No

SECTION: V. FINANCIAL AFFAIRS

Subsection: U. Entertainment and Related Expenses April February 200214

- 1. The chief executive officer and his or her designated employees are authorized to use foundation and local funds for entertainment and related expenses for official functions which support the institutional mission and serve a business purpose.
  - a. Entertainment involves guests external to the institution and is related to one or more of the following purposes:
    - i. recognition or promotion of academic achievement, scholarship, service to the institution, or athletic achievement
    - ii. promotion or communication of intellectual ideas and/or exchange of administrative and operational information on the institution's programs or activities
    - iii. support of institution-sponsored student events and activities
    - iv. development events (donor receptions, fundraising activities, etc.)
    - v. assistance to the State Board of Education, accrediting agencies, officials from other institutions, etc.
  - b. Meals may be provided for institution administrative/business meetings if integral to the meeting and the meeting time encompasses a normal meal time. Meetings at which a meal is provided must include at least one institution employee, be agenda driven, and be directly related to specific institution business.
- 2. Public relations expenses, such as flowers and plaques, social and business and civic club memberships (e.g. chamber of commerce or Rotary Club), and charitable donations and contributions, and other out-of-pocket expenses are reimbursable allowable if they are reasonable, necessary, and related to the function of the institution as determined by the chief executive officer.
- 3. All These expenses <u>authorized in this Subsection</u> shall be properly documented to support the business purpose of the expenditure. In addition, actual expenses shall be reported to the Board upon request.

SECTION: V. FINANCIAL AFFAIRS

Subsection: U. Entertainment and Related Expenses April February 200214

#### **SUBJECT**

Board Policy V.F. - Bonds and Other Indebtedness - second reading

#### REFERENCE

April 2013 Board returned first reading of V.F. to Business Affairs

& Human Resources (BAHR) Committee

October 2013 Board approved first reading of V.F.

#### APPLICABLE STATUTES, RULE OR POLICY

Idaho Code §33-3801 et seg.

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

#### **BACKGROUND / DISCUSSION**

The current policy on Bonds and Other Indebtedness is very limited in scope and contains several outdated or duplicative provisions. In addition, the policy is silent with respect to any form of comprehensive guidelines for structuring and issuance of debt for the financing of capital expenditures, managing the debt portfolio, etc. "Adherence to a debt management policy signals to rating agencies and the capital markets that an [entity] is well managed and therefore is likely to meet its debt obligations in a timely manner."

#### **IMPACT**

Approving the proposed amendments to Board policy V.F. would formalize a Board debt policy.

#### **ATTACHMENTS**

Attachment 1 – Board Policy V.F. – second reading

Page 5

#### STAFF COMMENTS AND RECOMMENDATIONS

The following material changes were made between first and second reading:

- 1) The first reading deleted current paragraph 5 ("Expenditure of Excess Revenue") in its entirety. The original intent was to address this issue elsewhere in the policy, but it was discovered that hadn't happened. As a result, staff recommends restoring the second sentence ("Expenditure of excess revenue for other projects requires prior Board approval.") and including some additional narrative to contextualize the provision, all as a new paragraph 3.
- 2) The last sentence of 4.b.i. is deleted because in consultation with institutions, Board staff determined it was unclear and unnecessary.
- 3) Paragraph 4.b.iii. was changed to read debt issuances "should" (instead of "will") be consolidated.

BAHR – SECTION II TAB 4 Page 1

<sup>&</sup>lt;sup>1</sup> Government Finance Officers Association (2012). *Best Practice: Debt Management Policy.* Retrieved from: <a href="http://www.gfoa.org/downloads/debt-management-policy.pdf">http://www.gfoa.org/downloads/debt-management-policy.pdf</a>

- 4) Paragraph 4.b.v. was changed at the request of the Board to clarify that fixed rate financing is the "preferred" rather than "typical" financing instrument of choice.
- 5) Paragraph 4.b.v.b) was changed by staff to read that an institution's amount of variable rate debt outstanding "shall" (instead of "should") not exceed twenty percent (20%) of an institution's total debt portfolio without prior Board approval. Since Board approval is required, exceeding the ratio should not otherwise be permissive.

Staff recommends approval.

D C		$\mathbf{D}$	$\sim$ TI	
DU	'ΑΚ	DΑ	U I I	UIN

I move to approve the second reading of proposed amendments to Boar	d Policy
V.F., Bonds and Other Indebtedness, with all revisions as presented.	

Moved by	Seconded by	Carried Yes	No	

#### Idaho State Board of Education

#### **GOVERNING POLICIES AND PROCEDURES**

**SECTION: V. FINANCIAL AFFAIRS** 

Subsection: F. Bonds and Other Indebtedness

#### 1. General Powers

The University of Idaho, Idaho State University, Lewis-Clark State College, and Boise State University may incur debt, with or without the issuance of bonds, to be used for a "project" (as that term is defined in section 33-3802, Idaho Code). The Board shall act by formal resolution and by a majority roll call vote of all the members of the Board to approve the terms of any debt financing transaction. Such indebtedness is not an obligation of the state of Idaho but is an obligation solely of the respective institution and the institution's respective board of trustees. 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. 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.

#### 3. Expenditure of Excess Revenue

Bonds are issued to fund projects based on estimated costs. Projects rarely cost the exact amount anticipated and interest is earned on unspent bond proceeds, all of which may result in remaining unspent funds. When a project is completed, these unspent funds may be expended on other projects with the same tax status as the original issuance; provided however, that Eexpenditure of excess revenue—said unspent funds for other projects requires prior Board approval.

#### 34. Debt Policy

Debt financing allows an institution to pay for a project over a period of time, not to exceed the project's useful life, rather than pay for it entirely at the time of purchase. This is a financially responsible practice for certain types of capital projects within appropriate limitations and acceptable interest rates. Examples of debt financing include bonds, loans or capital leases. Debt capacity is a valuable tool for an institution and must be managed thoughtfully using a strategy which incorporates current and future financing needs.

#### a. Objectives

**ATTACHMENT 1** 

December 2013

#### **Idaho State Board of Education**

#### **GOVERNING POLICIES AND PROCEDURES**

**SECTION: V. FINANCIAL AFFAIRS** 

**Subsection: F. Bonds and Other Indebtedness** 

December 2013

**ATTACHMENT 1** 

- i. To provide a guideline on the individual and collective total use of debt financing 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 a financial ratio with a specific target 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 & 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 debt portfolio for the entire institution, rather than only 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 projects with the available and permissible revenue obligation pledge of an institution as security.
- ii. A project can be considered for debt financing if there is an identifiable repayment source and, where required, an additional reserve fund or income from unrestricted resources to be used should intended repayment sources become unavailable.
- iii. Debt issuances will should be coordinated consolidated by each institution 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 from unrestricted funds may be used for interim financing until long-term financing can be completed in compliance with 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 be the <u>preferred</u> financing instrument of choice. However, variable rate debt may be appropriate where it is desirable to: <u>can</u> provide repayment/restructuring flexibility; benefit from historically lower average interest costs; diversify the debt portfolio; and/or provide a hedge to short-term investment balances.

#### **GOVERNING POLICIES AND PROCEDURES**

**SECTION: V. FINANCIAL AFFAIRS** 

**Subsection: F. Bonds and Other Indebtedness** 

December 2013

- 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 factors 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 <a href="https://shall.not.exceed.twenty-percent">https://shall.not.exceed.twenty-percent (20%)</a> of an institution's total debt portfolio without prior Board approval.
- vi. Institutions will actively consider current or advanced refunding opportunities of outstanding debt when:
  - a) the net present value savings are positive, 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

In an effort to meet the objectives of this policy, the Board has established a limit for overall debt using a debt burden ratio which 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 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 8.0%. The ratio is expressed in the following equation:

Actual Debt Service	≤8%
Annual Adjusted Expenses	_0 / 0

#### **Idaho State Board of Education**

#### **GOVERNING POLICIES AND PROCEDURES**

**SECTION: V. FINANCIAL AFFAIRS** 

Subsection: F. Bonds and Other Indebtedness

December 2013

**ATTACHMENT 1** 

- i. The numerator of this ratio includes: institution interest expense plus institution principal payments
- ii. The denominator of this ratio includes: institution total operating expenses plus institution total nonoperating expenses minus institution depreciation expense plus institution principal payments

# 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

#### e. Taxable Debt

Taxable debt is appropriate in instances where projects do not qualify for taxexempt financing. Certain situations exist whereby the planned future use of the project 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 shall perform an analysis to support determination that taxable debt is warranted.

#### f. Short-term or Interim Debt

Access (EMMA) system.

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.

#### h. Requesting Approval to Issue Debt

- i. In addition to the preliminary official statement and bond resolution documents, an institution shall provide to the Board supporting documents including, but not limited to, rating agency rating report(s), debt service to budget graph, and a ten (10) year debt projection including all revenue assumptions.
- ii. The debt burden ratio shall be calculated to show the effect of a new debt issue.

#### I. Post-Issuance Monitoring Report

Two years following a project purchase or completion for which debt was issued in whole or in part, the institution shall present, as an information item at a regularly scheduled meeting of the Board, a report on debt service revenue assumptions including, but not limited to, capital campaigns, gate or program revenue, and student tuition and fee revenue.

**SECTION: V. FINANCIAL AFFAIRS** 

**Subsection: F. Bonds and Other Indebtedness** 

December 2013

**ATTACHMENT 1** 

j. 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.

TAB 4 Page 7

**SECTION: V. FINANCIAL AFFAIRS** 

**Subsection: F. Bonds and Other Indebtedness** 

December 2013

**ATTACHMENT 1** 

#### **BOISE STATE UNIVERSITY**

#### SUBJECT

Construction of Sports/Recreation Green Field

#### REFERENCE

June 2012 Board approved six-year Capital Improvement Plan

Amendment

June 2013 Board approved design of Sports/Recreation Green

Field

#### APPLICABLE STATUTE, RULE, OR POLICY

Idaho State Board of Education Governing Policies & Procedures, Section V.K.4.

#### **BACKGROUND/DISCUSSION**

In June 2013, the Idaho State Board of Education authorized Boise State University (BSU) to proceed with the planning and design of a new sports/recreation green field to be located at the east end of campus. The design-build method was approved for this project and McAlvain Design-Build, Inc. was selected using the standard Request for Quote (RFQ) process through the Division of Public Works.

This project will abate and demolish the Applied Technology and Mechanical Technology buildings to construct a natural grass field for Athletics and student intramural sports. An entry structure, landscaping, and a perimeter fence are also part of the project. In addition, a hazardous materials storage modular will be relocated and McAlvain will prepare a site for the University to construct sand volleyball courts.

McAlvain has completed the preliminary design and cost estimates for this project and the University requests approval to begin construction. Anticipated construction completion is August of 2014.

#### **IMPACT**

Design-build costs including design, abatement, demolition and construction fees are estimated at \$1,455,000. Total project costs including contingency, equipment costs, testing, geotechnical, surveying and reports are estimated at \$1,762,000, contingent on final contractor pricing.

The funding source for this project is institutional reserves.

#### **ATTACHMENTS**

Attachment 1 – Project Budget Page 3
Attachment 2 – Capital Project Tracking Sheet Page 4

#### STAFF COMMENTS AND RECOMMENDATIONS

BSU's unrestricted (designated) net assets for capital projects were \$9.8M as of June 30, 2013. Included in that number is \$2.1M set aside for the Green Field project.

Staff recommends approval.

#### **BOARD ACTION**

I move to approve the request by Boise State University to proceed with construction of the Sports/Recreation Green Field for a total cost not to exceed \$1,762,000.

Moved by	Seconded by	Carried Yes	No
WIOVEG Dy	Deconded by	Carried 163	NO

Project Number:	DPW14-211
Project Title:	Sports/Recreation Green Field
Date:	Dec-13

Category	Budget				
Architectural Fees (included in design build costs below)	\$	-			
Design Build Costs	\$	1,455,000.00			
Testing, Inpections and Misc.	\$	28,400.00			
Construction Contingency	\$	30,000.00			
Subtotal	\$	1,513,400.00			
University Costs	\$	113,883.71			
Project Contingency (10%)	\$	134,716.29			

#### Office of the Idaho State Board of Education Capital Project Tracking Sheet

Dec-13

#### **History Narrative**

1 Institution/Agency: Boise State University Project: Sports/Recreation Green Field

<sup>2</sup> **Project Description:** Construction for new Sports/Recreation Green Field

3 **Project Use:** Athetics and Recreational Use

<sup>4</sup> **Project Size:** Approx. 5 Acres

5													Use of	 		1
6	Sources of Funds															
7									Total			Us	e of Funds			Total
8		PBF		ISBA			Other *		Sources	P	Planning		Const	Other		Uses
9 Initial Cost of Project	\$	-	\$		-	\$	150,200	\$	150,200	\$	150,200				\$	150,200
10 Construction						\$	1,611,800	\$	1,611,800			\$	1,304,800	\$ 307,000	\$	1,611,800
11							,- ,					Ť		,,,,,	•	, - ,
12																
13																
14																
15																
16																
17																
18																
19																
20																
21																
22 Total Project Costs	\$	-	\$		-	\$	1,762,000	\$	1,762,000	\$	150,200	\$	1,304,800	\$ 307,000	\$	1,762,000

23												
24							- * (	Other Soul	rces	of Funds	 	
25					In	stitutional	;	Student			Total	Total
	History of Funding:	PBF	ISBA			Funds	F	Revenue		Other	Other	Funding
26	Jun-13	\$ -	\$	-	\$	150,200					\$ 150,200	\$ 150,200
27	Dec-13					1,611,800					\$ 1,611,800	\$ 1,611,800
28												
29										-	-	-
30	Total	\$ -	\$	-	\$	1,762,000	\$	-	\$	-	\$ 1,762,000	\$ 1,762,000

#### **UNIVERSITY OF IDAHO (UI)**

#### **SUBJECT**

Capital Project Planning and Design Authorization Request, Replace Aquaculture Research Institute facility, Moscow Campus

#### APPLICABLE STATUTE, RULE, OR POLICY

Idaho State Board of Education Governing Policies & Procedures, Sections V.K.1 and V.K.3.a.

#### **BACKGROUND/ DISCUSSION**

The Aquaculture Research Institute (ARI) has research facilities both on the Moscow campus and in Southern Idaho at the Hagerman Fish Culture Experiment Station. Facilities at both locations include fish rearing laboratories, analytical laboratories, offices, and meeting rooms. The ARI supports aquaculture/fisheries-related research and teaching in a variety of disciplines. Research at the ARI is aimed at improving production for commercial aquaculture, and restoring important native fish populations such as the endangered Redfish Lake sockeye or Idaho's remnant Burbot (freshwater cod) population.

Campus ARI facilities support fish holding and experimentation, but they also provide space for faculty and staff offices, graduate student offices, conference areas, and dry lab space. These research facilities are designed to meet many research and teaching needs for faculty involved in the fisheries/aquaculture field. Fish and tank space is provided as a service to faculty from many different departments at UI and Washington State University (WSU). Fish are reared at ARI facilities for use in teaching laboratories in various courses offered through the Department of Fish and Wildlife Sciences. One of the primary research programs currently underway on-campus involves a conservation aquaculture program that is a partnership between the university and the Kootenai Tribe in North Idaho. Novel captive rearing methods assist in the recovery of a native species of Burbot. This work has supported species re-introduction efforts and involves national and international agency collaborators.

The current building on Poultry Hill was originally a residential farmhouse built in the 1920s, in which the University has housed aquaculture research for the last 25 years or more. The building has many deficiencies and is in need of repairs and modernization to bring it up to current code. Repair needs include a new roof, building siding, windows, a new boiler, water and sewer service upgrades, replacement of the electrical system, and various ADA improvements. All told, the estimated repair costs far exceed the replacement value of the facility.

This is a request for Regents' authorization to implement the planning and design phase for the demolition and replacement of the existing aquaculture research

facility located on Poultry Hill on the main campus of the University of Idaho, Moscow, Idaho. The capital project budget is estimated at \$1.3 million. If authorized, the University will proceed through the design phase, and then seek further Regents' authorization of the project budget, and subsequent construction. Approval of an updated six-year capital plan is also necessary to reflect the near term implementation of this project.

A new 7,000 – 7,500 square foot facility will provide improved capabilities and be located close to the larger cold water wet lab on the west end of campus near the Holm Research Center. Improving the ARI campus facilities will ensure longevity of important ongoing research programs and will facilitate new opportunities for current and future fisheries faculty at UI. Relocating near the larger fish facility will increase critical mass and interaction between staff and faculty, and provide new capacity for funded research projects.

#### **IMPACT**

The immediate fiscal impact of this effort is \$120,000 to fund planning and design phase costs of the overall project. The overall project effort is anticipated to be \$1,300,000. Design costs are to be funded initially from internal strategic reserves, with the University repaying itself through bond debt at a later date.

#### Planning and Design Phase

<u>Funding</u>	_		Estimate Budget	
State	\$	0	Construction	\$ 0
Federal (Grant):		0	Design/Consultant Fees	114,000
Other (UI)		120,000	Contingency	6,000
Total	\$	120,000		\$ 120,000

#### ATTACHMENTS

Attachment 1 – Amended Six-Year Capital Plan	Page 5
Attachment 2 – Reimbursement Resolution	Page 7
Attachment 3 – Capital Project Tracking	Page 9

#### STAFF COMMENTS AND RECOMMENDATIONS

Board policy V.K. provides that "Before any institution or agency under the governance of the Board solicits, accepts or commits a gift or grant in support of a specific major project, such project must first be included on the institution's or agency's Board-approved six-year [capital construction] Plan. If a major project is not included in a Plan and an institution or agency under the governance of the Board desires to obtain approval of the major project, before seeking approval, it shall first bring an amended plan to the Board for approval at a regularly scheduled meeting of the Board."

The proposed Aquaculture Research facility project was not on the UI's six-year Plan approved by the Board in August 2013, so UI is seeking approval to add the project to the Plan, for approval to proceed with project design and to use future

bond proceeds (subject to subsequent Board approval) to reimburse institutional funds used for design expenses. As of FY 2013 year-end, UI's debt burden ratio was 3.8% (the quotient derived by dividing debt service by annual adjusted expenses). The Board's pending debt policy sets a debt burden cap at 8%.

Staff recommends approval.

BOAR		ne University of Idaho's u aquaculture research facility		pital plan to
	Moved by	_ Seconded by	_ Carried Yes	_ No
	AND			
	planning and design Poultry Hill Aquacultur to repay UI funds exper Authorization includes consulting contracts to project. Bond Indebt	ne request by the Univer phases of a Capital Project Research facility, in the ended in this phase through the authority to execute fully implement the plantedness Authorization and prization actions at later dataset.	ect for the replace amount of up to \$1 h bond proceeds at te all necessary a ning and design phecessary becomes the construction of the constructi	ment of the 20,000, and a later date. nd requisite asses of the orization will
	Moved by	_ Seconded by	_ Carried Yes	_ No
	AND			
	the University of Idah and design expenditu	Resolution of the Board of o to use future bond procures associated with the hacility as set forth in d.	eeds to reimburse treplacement of the	the planning Poultry Hill
	Moved by	Seconded by	Carried Yes	No

#### SET C: SIX YEAR CAPITAL IMPROVEMENT PLAN (Major Capital Projects) FY 2015 THROUGH FY 2020

(\$ in 000's)

Institution: University of Idaho

			FY 2015				FY 2016			FY 2017	,		FY 2018			FY 2019		FY 2020			
	Est.	Prev.																			
Project Title	Cost	Fund.	PBF	Other	Total	PBF	Other	Total	PBF	Other	Total	PBF	Other	Total	PBF	Other	Total	PBF	Other	Total	
Niccolls Building HVAC System Improvements DPW 12-253 (FY2012 PBF	776	776	In Const a	s of 1 Jul	13																
A&R Category)																				1 .	
Niccolls Building Renovations & Improvements	1,824	1,824	In Const a	s of 1 Jul	13																
Student Union Building Second Floor Renovations	1,300	1,300	In Const a	s of 1 Jul	13																
Aquaculture Research Facility	1,300	0		1,300	1,300																
Integrated Research and Innovation Center #	47,800	0	5,000	42,800	47,800																
Education Building Renovation and Asbestos Remediation	14,500	0	4,948	9,552	14,500																
Northern Idaho Collaborative Education Facility	12,421	421	4,000	2,000	6,421	4,000	2,000	12,421													
Idaho Law Learning Center, Boise *	7,600	6,600	1,000		7,600																
Admin Bldg Entry Foyer & Stair Life Safety Imp & Renovations	948	0	948		948																
Janssen Engineering Building HVAC Upgrades, Ph 3	957	0	957		957																
Graduate Student Housing, Phase 1	3,000	0		3,000	3,000																
Executive Residence	2,000	0		2,000	2,000																
Idaho Nat'l Center for Livestock and Environmental Studies (INCLES)	35,000	0					35,000	35,000													
Life Sciences South Standby Generator (Life Safety)	507	0				507		507													
Buchanan Engineering Lab Life Safety Improvements, Phase 2	876	0				876		876													
Life Sciences South HVAC Upgrades, Phase 3	1,091	0							1,091		1,091										
Administration Building Exterior Envelope Repair	956	0							956		956										
Gibb Hall HVAC, Phase 2	1,089	0							1,089		1,089										
Administration Building HVAC, Phase 2	1,144	0										1,144		1,144							
Janssen EngineeringBuilding HVAC, Phase 4	572	0										572		572							
Gibb Hall HVAC, Phase 3	1,144	0										1,144		1,144							
Idaho Avenue Extension Repairs and Repaving	820	0													820		820				
Domestic Water System Replace AC Mains, Phase 1	650	0													650		650				
Campus Drive / Administration Circle Repairs, Phase 1	720	0													720		720				
Steam Plant Emergency Generator	900	0													900		900				
Perimeter Drive Replace Paradise Creek Undercrossing	825	0																825		82	
Undergraduate Housing - Phase 1	36,000	0																			
Art & Architecture Interdisciplinary Studio Facility #	3,500	0																			
CALS Labs, Classroom & RE Improvements #	1,000	0																			
Coll. of Law Expansion & Improvements, Moscow #	1,100	0																			
Chemistry & Physics Lab Improvements #	1,000	0																			
Graduate Student Housing, Phase 1	3,000	0																			
Library Special Collections and Archives #	1,000	0																			
McCall Campus Improvements	tbd	0																			
Varsity Soccer Pitch Upgrade	2,000	0																			
ROTC Facility	3,000	0																			
ASUI Kibbie Activity Center Seating Expansion #	27,000	0																			
Events Pavilion #	30,000	0																			
	249,320	10,921	16,853	59,352	83,226	5.383	37,000	48.804	3,136	0	3,136	2,860	0	2,860	3,090	0	3,090	825	0	82	

**BAHR - SECTION II** TAB 6 Page 5

S:\Facilities\CapitalPlanning\Capital Budget\FY 15 State Request\Six Year Plan (Set C)\FY 2015 Six Year Plan.\*

<sup>\*</sup> PBF Request is under auspices of Department of Administration
# Project is a component of the current Capital Project Development Campaign. Project schedule is TBD and dependent upon fundraising success.

### RESOLUTION FOR EXPENDITURE OF PROJECT FUNDS AND REIMBURSEMENT FROM FUTURE BOND

A RESOLUTION of the Regents of the University of Idaho authorizing reimbursement of internal University funds expended for planning and design of the project for replacement of the Poultry Hill Aquaculture Research facility on the Moscow campus in Latah County, Idaho.

WHEREAS, the Regents have approved the expenditure of \$120,000, for planning and design for replacement of the Poultry Hill Aquaculture Research facility on the Moscow campus located in Latah County, Idaho (the "Project"); and

WHEREAS the University wishes to reimburse its reserves for the monies expended in acquisition of the Project from the proceeds of future bond issuance;

NOW, THEREFORE, BE IT RESOLVED BY THE REGENTS OF THE UNIVERSITY OF IDAHO AS FOLLOWS:

The University may expend monies from its own internal funds for costs of the Project as indicated above and in such event, intends to be reimbursed from the proceeds of its future tax-exempt bonds (the "Bonds") for any expenditure ("Expenditure") made on or after a date not more than 60 days prior to the date hereof. Further, that each Expenditure was and will be either (a) of a type properly chargeable to a capital account under general federal income tax principles (determined in each case as of the date of the Expenditure), (b) a cost of issuance with respect to the Bonds or (c) a nonrecurring item that is not customarily payable from current revenues. Further, that the maximum principal amount of the Bonds to be issued for this Project described above, and other projects, is \$20,000,000 and the Bonds may finance other University projects. The University reasonably expects on the date hereof that it will reimburse the Expenditures with all or a portion of the proceeds of the Bonds. Further, that the University will keep books and records of all expenditures and will make a reimbursement allocation, which is a written allocation that evidences the University's use of proceeds of the Bonds to be a reimbursement of Expenditures no later than 18 months after the later of the date on which the Expenditure is paid or the Project is placed in service or abandoned, but in no event more than three years after the date on which the Expenditure is paid. Finally, that this resolution evidences the Agency's intent and reasonable expectation under Treas. Reg. Section 1.150-2 (d)(1) to use the proceeds of the Bonds to pay the costs of the Project and to reimburse the Agency for expenditures for the costs of the Project paid prior to the issuance of the Bonds to the extent permitted by federal tax regulations.

#### **ATTACHMENT 2**

ADOPTED AND APPROVED the <sup>th</sup> day of Nove	mber, 2013.
	THE REGENTS OF THE UNIVERSITY OF IDAHO
	By: Don Soltman, President
	Don Soltman, President
	By:
	Ronald E. Smith, Bursar
	ATTEST:
	By:
	Roderic W. Lewis, Secretary

#### Office of the Idaho State Board of Education **Capital Project Tracking Sheet**

As of Nov 2013

#### **History Narrative**

1 Institution/Agency: University of Idaho Planning and Design Phase Authorization, Replace Aquaculture Research Project: Facility, University of Idaho, Moscow, Idaho.

<sup>2</sup> Project Description: Planning and Design Phase for a project to replace the 90 year old farmhouse housing aquaculture research operations on

Poultry Hill, on the main campus of the University of Idaho, Moscow, Idaho. The replacement facility is to be constructed approx 1/3 of a mile west of the extisting structure, adjacent to another existing aquaculture research facility. The project will include site prep and improvements, construction of the new research facility, and demolition of the existing aged structure.

3 Project Use: Improving the aquaculture facilities will ensure longevity of important ongoing research programs and will facilitate new opportunities for current and future fisheries faculty at UI. Relocating near the larger existing fish facility will increase critical

mass and interaction between staff and faculty, and provide new capacity for funded research projects.

7,000 - 7,500 GSF <sup>4</sup> Project Size:

i	Sources of Funds																
I		PBF			ISBA			Other	5	Total Sources	P	lanning	Us	se of Funds Const	Other**		Total Uses
Initial Cost of Project. Planning and Design Phase Only	\$		-	\$		-	\$	120,000	\$	120,000	\$	114,000	\$	-	\$ 6,000	\$	120,00
History of Revisions:																	
Total Project Costs	\$		_	\$			\$	120,000	\$	120,000	\$	114,000	\$		\$ 6,000	\$	120,00

			 Institutional	* Other Soւ Student	urces	s of Funds			
listory of Funding:	PBF	ISBA	Funds (Gifts/Grants)	Revenue		Other*	Total Other	F	Total Funding
Initial Authorization Request, Planning and Design Phase Only, Aug 2013	\$	-			\$	120,000	\$ 120,000	\$	120,00
Ç									
							-		-
Total	\$ -	\$ -	\$ -	\$ -	\$	120,000	\$ 120,000	\$	120,000

27 \* Internal Strategic Reserves

28 \*\* Project Contingency

33

#### **SUBJECT**

FY 2015 Idaho Opportunity Scholarship

#### APPLICABLE STATUTE, RULE, OR POLICY

S1027 (2013) Idaho Code § 33-5601 *et seq.* IDAPA 08.01.13.010.01 and 08.01.13.300.02.a

#### **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. Idaho administrative rules require the State Board of Education annually establish the cost of attendance for purposes of this award determination and the amount of the expected family contribution. While not in statute or rule, the Board has historically set a maximum award in order to increase the number of awardees.

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 2014 was \$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.

Administrative Rules require the Board to annually set: (1) the educational costs for attending an eligible Idaho postsecondary educational institution; and (2) the amount of the assigned student responsibility (eligible students are expected to share in the cost of their education and will be required to contribute an amount determined by the Board).

The standard cost of attendance (COA) for FY 2014 award determination purposes was \$18,600 for the 4-year institutions and \$12,700 for the 2-year institutions.

## BUSINESS AFFAIRS AND HUMAN RESOURCES DECEMBER 19, 2013

The amount of the FY 2014 student contribution for students attending 4-year institutions was \$6,500 and continuing the amount for students attending 2-year institutions was \$4,500. Student-initiated scholarships and gifts from non-federal and non-institutional source counted towards the student contribution.

In FY 2015 the new Opportunity Scholarship program will be in place which will include prior years' funding for discontinued programs including the Promise A and B scholarships, Minority At-Risk scholarship, and the Student Education Incentive Loan Forgiveness Program. Staff recommends setting the FY 15 award cap, COA, and student contribution at the FY14 levels and using the FY 2015 transition year to gather data to determine the award cap for FY16. This will provide baseline information should the Board choose to award based on total student need or continue capping the award in the future.

#### **IMPACT**

Setting the COA and student contribution amounts fulfills the Board's responsibilities under administrative rule. Combined with setting the award cap, this action will enable Board staff to begin processing award applications.

#### STAFF COMMENTS AND RECOMMENDATIONS

Staff recommends approval of the Opportunity Scholarship maximum award in the amount of \$3,000 per year (\$1,500 per semester).

Staff recommends the FY15 Cost of Attendance for the Opportunity scholarship award formula to be set at \$18,600 for students attending 4-year institutions.

Staff recommends the FY15 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 FY15 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**

l	move	to	approve	the	maximum	award	amount	of	the	Idaho	Opportunity
S	cholars	ship	, to be \$3	,000	per year (\$	1,500/s	emester)	for	the f	iscal ye	ear 2015.

## BUSINESS AFFAIRS AND HUMAN RESOURCES DECEMBER 19, 2013

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 for 4-year institutions and at a maximum of \$12,700 for 2-year institutions for the fiscal year 2015.

Moved by	_ Seconded by	_ Carried Yes	_ No
students at 4-year ir	student contribution for the nstitutions and at \$4,500 for nt-initiated scholarships and dent contribution.	or students at 2-year	institutions
Moved by	Seconded by	Carried Yes	No

#### BUSINESS AFFAIRS AND HUMAN RESOURCES DECEMBER 19, 2013

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## INSTRUCTION, RESEARCH, AND STUDENT AFFAIRS DECEMBER 19, 2013

TAB	DESCRIPTION	ACTION
1	AFFORDABLE CARE ACT AND STUDENT HEALTH INSURANCE	Information Item
2	STUDENT HEALTH INSURANCE PROGRAM (SHIP)	Approval Item
3	REMEDIATION UPDATE	Information Item
4	EASTERN IDAHO TECHNICAL COLLEGE – APPROVAL TO DISCONTINUE THE MECHANICAL TRADES PROGRAM AND CONVERT AUTOMOTIVE TECHNOLOGY AND DIESEL TECHNOLOGY OPTIONS INTO STAND-ALONE PROGRAMS	Approval Item
5	AMENDMENTS TO III.E.CERTIFICATES AND DEGREES – FIRST READING	Approval Item
6	AMENDMENTS TO III.Q. ADMISSION STANDARDS – FIRST READING	Approval Item
7	REPEAL III.F. ACADEMIC AND PROGRAM AFFAIRS – SECOND READING AND AMENDMENTS TO III.G. PROGRAM APPROVAL AND DISCONTINUANCE - SECOND READING	Approval Item
8	REPEAL III.K. PRIOR LEARNING - SECOND READING AND AMENDMENTS TO III.L. CONTINUING EDUCATION/OFF-CAMPUS INSTRUCTION – SECOND READING	Approval Item

IRSA i

## INSTRUCTION, RESEARCH, AND STUDENT AFFAIRS DECEMBER 19, 2013

AMENDMENTS TO III.Z. PLANNING AND DELIVERY

9 OF POSTSENCONDARY PROGRAMS AND COURSES

- SECOND READING

Approval Item

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IRSA ii

## INSTRUCTION, RESEARCH AND STUDENT AFFAIRS DECEMBER 19, 2013

#### **SUBJECT**

Affordable Care Act and Student Health Insurance

#### REFERENCE

April 2012 Board consideration of several options for SHIP policy

waiver. Motion failed.

September 2012 Board considered first reading of amendments to

SHIP policy. Motion failed.

#### APPLICABLE STATUTES, RULE OR POLICY

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

#### **BACKGROUND / DISCUSSION**

Shelli Stayner, Principal in the Boise office of Mercer consulting, will provide the Board with a summary of the impact of the federal Affordable Care Act (ACA) on student health insurance in Idaho.

#### **IMPACT**

Under federal law students are required to have health insurance. This presentation will inform the Board on the impact of ACA on students in Idaho and how it may impact Board policy.

#### **ATTACHMENTS**

Attachment 1 – Your Health Idaho Student Fact Sheet Page 3
Attachment 2 – ACA Requirement Flowchart Page 5

#### STAFF COMMENTS AND RECOMMENDATIONS

Staff has no comment or recommendations.

#### **BOARD ACTION**

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

## INSTRUCTION, RESEARCH AND STUDENT AFFAIRS DECEMBER 19, 2013

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# Want Health Insurance? Get Easy Access to More Affordable Health Plans For an Idaho Student



## What is the Affordable Care Act (ACA) and what does it mean for students?

You may have heard that the ACA made a lot of changes to health insurance, but for students the four most important things to know are:

- Beginning January 2014, if you are over the age of 18 you will likely be required to carry a health insurance plan. If you are under 26, you can stay on your parents plan if they have one. If you are not covered by your parents' plan, an employer plan or through Medicaid, you will need to purchase a plan.
- All health plans will now cover essential health benefits. This includes doctor's visits, prescription drugs, emergency care and many other services.
- Premium assistance tax credits and cost-sharing options may be available to reduce how much you pay.
- If you are under 30, you can also buy what is called a "Catastrophic Plan". This may be a more affordable option, but it doesn't have as much coverage.

#### SHOP. COMPARE. CHOOSE.

#### How can Your Health Idaho help me?

We know that choosing a health plan can be complicated. Your Health Idaho gives you easy access to shop for, compare and choose a health insurance plan that best fits your needs and budget.

#### Find a Health Plan that Fits Your Needs & Meets Your Budget

- Find a plan that is right for you. On Idaho's Official Health Insurance Marketplace, you can easily shop for, make side-by-side comparisons of plans and choose a plan that best fits your needs and budget.
- Get help paying for your plan. Through Your Health Idaho you can a receive premium assistance tax credit to lower the cost of your monthly premiums or access costsharing options to help you pay for your health plan.
- Have questions? Your Health Idaho can help you locate expert resources in your community including agents, brokers and In-Person Assisters who can help you understand your options and assist you in shopping for health insurance plans.

A list of Consumer Connectors is available on www.YourHealthIdaho.org or by calling 855-944-3246.



## Want Health Insurance? Get Easy Access to More Affordable Health Plans For an Idaho Student



#### How do I select a plan that works for me?

Your Health Idaho has 61 individual and family health insurance plans to choose from.

Plans available from Your Health Idaho are grouped into four 'metal levels' based on the percentage of healthcare expenses each plan covers to make it easy to compare.

No matter which plan you choose, you will get the same set of essential health benefits:

- free preventive care
- coverage for prescription drugs
- emergency care

- hospitalization
- visits to doctors
- and many other healthcare services

#### Can I afford a health insurance plan?

Premium assistance tax credits and cost-sharing options are available to help with the cost of coverage. The amount you may qualify for depends on family size and your annual income.

If your income or family size changes over the year, your assistance level will be adjusted. You are responsible for making sure Your Health Idaho is aware of the change so that you do not have to pay the difference at tax time.

To access a premium assistance tax credit you will need to enroll in a plan that is sold on Your Health Idaho.

27 Year Old
Ada County
Annual Income: \$13,000

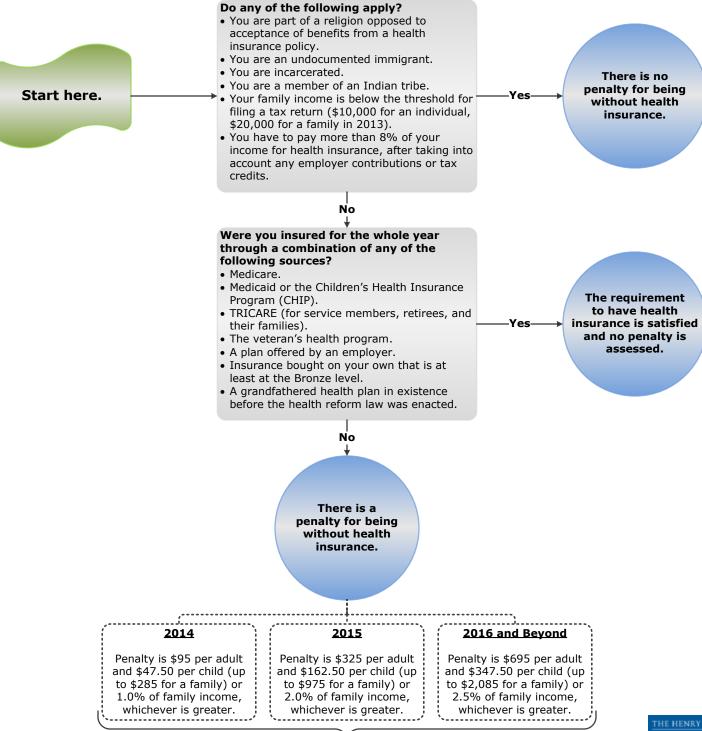
Monthly Premium on Silver Plan	\$189.22
Monthly Premium Assistance Estimate	\$163.24
Estimated lower monthly premium cost with premium assistance	\$ 25.98

#### Important Facts....

- Starting January 1, 2014 most Americans over age 18 will be required to have health insurance or pay a penalty. The penalty increases each year.
- Coverage in plans sold on Your Health Idaho begins on January 1, 2014. Open enrollment goes until March 31, 2014, but you have to enroll in a plan by December 15, 2013 for it to be effective on January 1, 2014.



## The Requirement to Buy Coverage Under the Affordable Care Act Beginning in 2014 ATTACHEMENT 2



Income is defined as total income in excess of the filing threshold (\$10,000 for an individual and \$20,000 for a family in 2013). The penalty is pro-rated by the number of months without coverage, though there is no penalty for a single gap in coverage of less than 3 months in a year. The penalty cannot be greater than the national average premium for Bronze coverage in an Exchange. After 2016 penalty amounts are increased annually by the cost of living.



#### **Key Facts:**

- Premiums for health insurance bought through Exchanges would vary by age. The Congressional Budget
  Office estimates that the national average annual premium in an Exchange in 2016 would be \$4,500-5,000
  for an individual and \$12,000-12,500 for a family for Bronze coverage (the lowest of the four tiers of
  coverage that will be available).
- In 2012 employees paid \$951 on average towards the cost of individual coverage in an employer plan and \$4,316 for a family of four.
- A Kaiser Family Foundation subsidy calculator illustrating premiums and tax credits for people in different circumstRSAs is available at http://healthreform.kff.org/subsidycalculator.aspx. TAB 1 Page 5

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## INSTRUCTION, RESEARCH AND STUDENT AFFAIRS DECEMBER 19, 2013

#### **SUBJECT**

Student Health Insurance Program (SHIP)

#### REFERENCE

April 2012 Board consideration of several options for SHIP policy

waiver. Motion failed.

September 2012 Board considered first reading of amendments to

SHIP policy. Motion failed.

#### APPLICABLE STATUTES, RULE OR POLICY

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

#### **BACKGROUND / DISCUSSION**

Beginning January 1, 2014, the Affordable Care Act (ACA) requires most U.S. residents to maintain minimum essential coverage or pay a penalty. The ACA also "requires plans and issuers that offer dependent coverage to make the coverage available until a child reaches the age of 26. Both married and unmarried children qualify for this coverage. This rule applies to all plans in the individual market and to new employer plans. It also applies to existing employer plans unless the adult child has another offer of employer-based coverage (such as through his or her job). Beginning in 2014, children up to age 26 can stay on their parent's employer plan even if they have another offer of coverage through an employer."

#### **IMPACT**

ACA requires postsecondary students to have health insurance (or pay a penalty), regardless of Board policy on the subject.

#### **ATTACHMENTS**

Attachment 1 – Board Policy III.P.16 – waiver

Attachment 2 – Board Policy III.P.16 – first reading

Page 3

Page 5

#### STAFF COMMENTS AND RECOMMENDATIONS

The ACA individual mandate largely obviates the need for Board policy requiring all full-time students to be insured. In addition, the ability of dependents to stay on their parents' plan until age 26, and the opening of the Idaho Insurance Exchange calls into question the utility and cost effectiveness of continuing to require the colleges and universities to provide the opportunity for students to purchase institution-sponsored health insurance.

<sup>&</sup>lt;sup>1</sup> U.S. Department of Labor, Employee Benefits Security Administration: Affordable Care Act Regulations and Guidance, Extension of Coverage For Adult Children. Retrieved from: http://www.dol.gov/ebsa/fags/fag-dependentcoverage.html

## INSTRUCTION, RESEARCH AND STUDENT AFFAIRS DECEMBER 19, 2013

Staff recommends waiving the "substantially equivalent" requirement effective immediately, and repealing the entire Student Health Insurance policy effective July 1, 2014.

#### **BOARD ACTION**

I move to waive, effective immediately, the requirement, as provided in III.P.16.b., that student health insurance coverage be "at least substantially equivalent to the health insurance coverage offered through the institution" as presented in Attachment 1.

Moved by	Seconded by	Carried Yes	No
AND			
• •	ove the first reading of ar nsurance, repealing the so		•
Moved by	Seconded by	Carried Yes	No
OR			
• • •	ve first reading of propose revisions as presented in a		ard policy III.F
Moved by	Seconded by	Carried Yes	No

## Idaho State Board of Education GOVERNING POLICIES AND PROCEDURES

SECTION: III. POSTSECONDARY AFFAIRS

SUBSECTION: P. STUDENTS June 2010

#### 12. Student Conduct, Rights, and Responsibilities

Each institution will establish and publish a statement of student rights and a code of student conduct. The code of conduct must include procedures by which a student charged with violating the code receives reasonable notice of the charge and is given an opportunity to be heard and present testimony in his or her defense. Such statements of rights and codes of conduct, and any subsequent amendments, are subject to review and approval of the chief executive officer.

Sections 33-3715 and 33-3716, Idaho Code, establish criminal penalties for conduct declared to be unlawful.

#### 13. Student Services

Each institution will develop and publish a listing of services available to students, eligibility for such services, and costs or conditions, if any, of obtaining such services.

#### 14. Student Organizations

Each student government association is responsible, subject to the approval of the institution's chief executive officer, for establishing or terminating student organizations supported through allocation of revenues available to the association. Expenditures by or on behalf of such student organizations are subject to rules, policies, and procedures of the institution and the Board.

#### 15. Student Publications and Broadcasts

Student publications and broadcasts are independent of the State Board of Education and the institutional administration. The institutional administration and the State Board of Education assume no responsibility for the content of any student publication or broadcast. The publishers or managers of the student publications or broadcasts are solely liable for the content.

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

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

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

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

## Idaho State Board of Education GOVERNING POLICIES AND PROCEDURES

SECTION: III. POSTSECONDARY AFFAIRS

SUBSECTION: P. STUDENTS June 2010

b. Mandatory Student Health Insurance

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

- i. Students presenting evidence of health insurance coverage not acquired through the institution shall provide at least the following information:
  - (1) Name of health insurance carrier
  - (2) Policy number
  - (3) Location of an employer, insurance company or agent who can verify coverage
- ii. Each institution shall monitor and enforce student compliance with this policy.
- iii. Each institution shall develop procedures that provide for termination of a student's registration if he or she is found to be out of compliance with this policy while enrolled at the institution. Each institution, at its discretion, may provide a student found to be out of compliance the opportunity to come into compliance before that student's registration is terminated, and may provide that a student be allowed to re-enroll upon meeting the conditions set forth herein, and any others as may be set forth by the institution.

#### 17. Students Called to Active Military Duty

The Board strongly supports the men and women serving in the National Guard and in reserve components of the U.S. Armed Forces. The Board encourages its institutions to work with students who are called away to active military duty during the course of an academic term and provide solutions to best meet the student's current and future academic needs. The activated student, with the instructor's consent, may elect to have an instructor continue to work with them on an individual basis. Additionally, institutions are required to provide at least the following:

- a. The activated student may elect to completely withdraw. The standard withdrawal deadlines and limitations will not be applied. At the discretion of the institution, the student will receive a "W" on his or her transcript, or no indication of enrollment in the course(s).
- b. One hundred percent (100%) of the paid tuition and/or fees for the current term will be refunded, as well as a pro-rated refund for paid student housing fees, meal-plans, or any other additional fees. Provided, however, that if a student

## Idaho State Board of Education

## GOVERNING POLICIES AND PROCEDURES SECTION: III. POSTSECONDARY AFFAIRS

SUBSECTION: P. STUDENTS June 2010

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## Idaho State Board of Education GOVERNING POLICIES AND PROCEDURES

SECTION: III. POSTSECONDARY AFFAIRS

SUBSECTION: P. STUDENTS June 2010

b.a. Mandatory Student Health Insurance

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

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- a. The activated student may elect to completely withdraw. The standard withdrawal deadlines and limitations will not be applied. At the discretion of the institution, the student will receive a "W" on his or her transcript, or no indication of enrollment in the course(s).
- b. One hundred percent (100%) of the paid tuition and/or fees for the current term will be refunded, as well as a pro-rated refund for paid student housing fees, meal-plans, or any other additional fees. Provided, however, that if a student

## INSTRUCTION, RESEARCH, AND STUDENT AFFAIRS December 19, 2013

#### **SUBJECT**

Complete College Idaho - Transform Remediation Update

#### REFERENCE

December 2011 Board approved the framework for Complete College

Idaho and directed staff to obtain stakeholder feedback and buy-in, and bring back the plan for

approval at the June 2012 Board meeting.

June 2012 Board approved the postsecondary degree and

certificate projections and the Complete College

Idaho.

February 2013 Board was provided an overview of the Complete

College Idaho Plan and its evolution.

#### **BACKGROUND/DISCUSSION**

The Complete College Idaho (CCI) Plan sets out the strategies for achieving the Board's broader strategic plan. One of the five key strategies is to transform remediation. The three initiatives to transform remediation: are clarifying and implementing college and career readiness education and assessment; developing a statewide model for transformation of remedial placement and support; and providing three options to institutions for delivery models of remedial education at the postsecondary level.

The State Remediation Taskforce met as part of a Remediation Summit on April 25-26, 2013. During the summit, national experts presented on remediation reform, placement issues, and research-based, successful delivery models. The taskforce members then met in smaller work groups to begin planning strategies for Idaho institutions. The taskforce members include the eight institutions, staff from the State Department of Education and Adult Basic Education staff. The taskforce divided into work groups for assessment and placement and delivery models. The groups were further divided by the disciplines of English/Language Arts and Math.

The assessment and placement workgroup began the process of evaluating current practices and standardized tests. The remediation teams are utilizing the rubrics recently completed by the general education discipline groups to establish cut score recommendations for consistent placement across all institutions.

This will allow the use of placement measures that are aligned with the knowledge of the learning outcomes for each course. The Statewide Remediation Taskforce will make recommendations for changes related to assessment and placement. This group is working toward consistent and standardized practices for entry into all credit bearing courses at all public institutions.

## INSTRUCTION, RESEARCH, AND STUDENT AFFAIRS December 19, 2013

Modifying delivery models for remedial education is also a key initiative of the Transforming Remediation Taskforce. Three delivery models have been shared with the institutions; a co-requisite model; an accelerated model; and an emporium model. These models are based upon best national practices and some of the institutions have already begun implementing them. The goal for remediation reform for Idaho students is that they will be academically successful in gateway courses and this will provide them the foundation for success in other postsecondary courses. Gateway courses are the first college-level or foundation courses for a program of study. Gateway courses are for college credit and apply to the requirements for a degree. The State Remediation Team has identified a goal of implementation by the fall of 2015.

#### **IMPACT**

Impacts of remediation reform efforts in Idaho will reduce the remediation timeline, provide a cost savings to students, reduce the points of attrition, and move students more quickly into gateway courses. These factors all reduce time to degree and facilitate student success.

The ancillary impact of remediation reform efforts in Idaho has been the opportunity for discipline specialists from around the state to share ideas, practices, and results from initiatives already in pilots or in-place at Idaho institutions.

#### STAFF COMMENTS AND RECOMMENDATIONS

Staff notes that work to transform remediation in the State of Idaho is complex and involves all public institutions in the state. It is further noted that institution staff have worked comprehensively and cooperatively to develop plans which meet the Board's initiatives for transforming remediation. The dialogue established between content specialists at the institutions has served this process well and is beneficial to meeting other Board strategies.

#### **BOARD ACTION**

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

## INSTRUCTION, RESEARCH AND STUDENT AFFAIRS DECEMBER 19, 2013

#### **EASTERN IDAHO TECHNICAL COLLEGE**

#### **SUBJECT**

Approval to Discontinue the Mechanical Trades Program and convert Automotive Technology and Diesel Technology options into stand-alone programs

#### APPLICABLE STATUTE, RULE, OR POLICY

Idaho State Board of Education Governing Policies & Procedures, Section III.G.8.

#### **BACKGROUND/DISCUSSION**

Eastern Idaho Technical College proposes to discontinue their existing Mechanical Trades program and convert the existing options in Automotive Technology and Diesel Technology into stand-alone programs. The proposed changes would better align the individual program CIP codes with federal reporting.

The new Automotive Technology program will offer a Technical Certificate, Advanced Technical Certificate, and an AAS degree under the program title. The program will also offer seven Postsecondary Technical Certificate options, which are listed in Attachment 1.

The new Diesel Technology program will offer an Advanced Technical Certificate and an AAS degree under the program title. This program will offer five Postsecondary Technical Certificate options, which are also provided in Attachment 1.

#### **IMPACT**

There will be no impact to students currently enrolled in the program options. The budget for the discontinuation of the Mechanical Trades program amounts to \$293,323, which will be allocated to continue the operations of the two new stand-alone programs.

#### **ATTACHMENTS**

Attachment 1 – Division of Professional-Technical Education Letter	Page 3
Attachment 2 – Proposal to Discontinue Mechanical Trades Program	Page 5
Attachment 3 – Proposal to convert Automotive Technology option to	
Stand-alone program	Page 13
Attachment 4 – Proposal to convert Diesel Technology option to	
Stand-alone program	Page 51

#### STAFF COMMENTS AND RECOMMENDATIONS

The proposed changes will allow the Division of Professional-Technical Education (PTE) to better track data for the proposed stand-alone programs

## INSTRUCTION, RESEARCH AND STUDENT AFFAIRS DECEMBER 19, 2013

versus under the umbrella of one program. PTE has reviewed the request and recommends State Board approval.

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I move to approve the request by Eastern Idaho Technical College to terminate
the Mechanical Trades program and convert the Automotive Technology and
Diesel Technology options into stand-alone programs as shown in Attachments
1, 2, and 3 effective immediately.

Moved by Seconded by Carried Yes No	Moved by	Seconded by	Carried Yes	No	
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#### ATTACHMENT 1



#### **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

October 31, 2013

TO:

Mike Rush

**Executive Director** 

State Board of Education

**FROM** 

**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 convert the **Automotive Technology** and **Diesel Technology** options of the **Mechanical Trades** program to stand-alone programs to better align the individual program CIP codes with federal reporting. The **Mechanical Trades** program will be discontinued upon approval of the two conversions.

The new **Automotive Technology** program will offer a Technical Certificate, Advanced Technical Certificate, and an AAS Degree under the program title. There will be seven (7) Postsecondary Technical Certificate options as follows: Automotive Automatic Transmission & Transaxle Specialist; Automotive Brake Specialist; Automotive Electronics Specialist; Automotive Engine Performance Specialist; Automotive Engine Repair Specialist; Automotive Heating & Air Conditioning Specialist; and, Automotive Power Trains, Suspension & Steering Specialist.

The new **Diesel Technology** program will offer an Advanced Technical Certificate and an AAS Degree under the program title. There will be five (5) Postsecondary Technical Certificate options as follows: Diesel Engine Specialist; Diesel Heavy Duty Brake Specialist; Diesel Heavy Drive Train Specialist; Diesel Heavy Duty Electrical Systems; and, Diesel Heavy Duty Fuel Injection Specialist.

The attached document was revised per the Division's request after it was submitted online. The Division has reviewed the request, and recommends State Board approval of this revised document. 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/SJ/ds

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## **Idaho State Board of Education**

Proposal for Other Academic Program Activity and Professional-Technical Education

Date of Proposal Submission:	July 15, 2013					
Institution Submitting Proposal:	Eastern Idaho Technical College					
Name of College, School, or Division:	Trades and Indu	Trades and Industry				
Name of Department(s) or Area(s):	Mechanical Trac	des				
Program Identification for Proposed N	New, Modified, or	Discontinued Program	:			
Title:	Mechanical Trad					
Degree:	A.A.S., ATC, TC	, PSTC				
Method of Delivery:	Lecture and Lab			a 2		
CIP code (consult IR /Registrar)	47.0699					
Proposed Starting Date:	Immediately					
Indicate if the program is:	X Regional Re	sponsibility	Statewide Re	esponsibility		
New Program (minor/option/emphasis  New Off-Campus Instructional Program  New Instructional/Research Unit  Contract Program/Collaborative     College Dean (Institution)		Consolidation of an E     Expansion of an E     Other  Vice President for Reseapplicable)	n Existing Program			
Graduate Dean (as applicable)	Date 7/9/13	State Administrator SE (as applicable)	OPTE OPTE	Date		
Chief Fiscal Officer (Institution)	Date 7/9/13	Academic Affairs Progr	am Manager	Date		
Chief Academic Officer (Institution)	Date 8-29-13	Chief Academic Officer	, OSBE	Date		
President	Date	SBOE/OSBE Approval		Date		

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. <u>All</u> 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.

The Automotive Technology and Diesel Technology options have been under a program title of MECHANICAL TRADES with CIP 47.0699. Each year we report IPEDS the CIP codes do not match well with the combined CIP 47.0699.

We are proposing an organizational change as follows: 1) The Automotive Technology option will be converted to a stand-alone program with CIP 47.0604; and 2) the Diesel Technology option will be converted to a stand-alone program with CIP 47.0605. The Automotive and Diesel options currently listed under the Mechanical Trades program will be listed under each new program with no changes to titles or curriculum.

These changes will allow more alignment with the federal reporting CIP codes definitions.

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.* 

The new programs already exist as options. No curriculum or objectives will change.

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.

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.

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

**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	Relevan	it Enrollme	ent Data	Numb	Graduate Rate		
2 hiran (	Current	Year 1 Previous	Year 2 Previous	Current	Year 1 Previous	Year 2 Previous	
BSU							
CSI							
CWI							
EITC	68	66	74	18	15	20	25%
ISU						1.1	
LCSC							
NIC						į	
UI							

- 8. Will this program reduce enrollments in other programs at your institution? If so, please explain.
  - No. This is an administrative CIP code change only. Enrollment will be unchanged.
- 9. 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.

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. This 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 <b>Appendix C.</b>
	<ul> <li>Describe how the proposed change will act to stimulate the state economy by advancing the field, providing research results, etc.</li> </ul>
	c. Is the program primarily intended to meet needs other than employment needs, if so, please provide a brief rationale.
10.	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
11.	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
12.	<b>Describe how this request fits with the institution's vision and/or strategic plan</b> . This question is not applicable to requests for discontinuance.
	Goals of Institution Strategic Mission Proposed Program Plans to Achieve the Goal
14.	<b>Is the proposed program in your institution's Five-Year plan? Indicate below</b> . This question is not applicable to requests for discontinuance.
	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?

This request is for an administrative CIP code change only. Students will experience no changes in their enrollment.

**16. Program Resource Requirements.** Using the <u>Excel spreadsheet</u> 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).

This request is for an administrative CIP code change only. There will be no fiscal impact to faculty etc.

The budget for the discontinued program will be allocated to continue operations of the two programs as standalone

# Mechanical Trades

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 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 the proposed discontinuance to include impacts to faculty (i.e., salary savings, re-assignments).

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FY	On-going One-time							\$0.00 \$0.00		<u> </u>	On-going One-time						\$0.00	\$0.00 \$0.00	
FY	On-going One-time							\$0.00		F	On-going One-time						\$0.00	\$0.00	
13	One-time							\$0.00		13	One-time						\$0.00	\$0.00	
Ŧ	On-going	\$293,323.00						\$293,323.00		F	On-going	\$262,875.00	\$19,223.00	\$11,225.00	\$0.00	\$0.00	\$293,323.00	\$0.00	
A. REVENUE		1. Appropriated (Reallocation)	2. Appropriated (New)	3. Federal	4. Tuition	5. Student Fees	6. Other (Specify)	Total Revenue	B. EXPENDITURES			1. Personnel	2. Operating	3. Equipment	4. Facilities	5. Other (Specify)	Total Expenditures	Net Income (Deficit)	

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.

Program Proposal Budget Template (Other Program Activity PTE) July 9, 2013 Page 1 THIS PAGE INTENTIONALLY LEFT BLANK

### **Idaho State Board of Education**

Proposal for Other Academic Program Activity and Professional-Technical Education

Date of Proposal Submission:	July 15, 2013					
Institution Submitting Proposal:	Eastern Idaho	Technical College				
Name of College, School, or Division:	Trades and Inc	dustry				
Name of Department(s) or Area(s):	Diesel Techno	blogy				
Program Identification for Proposed N	lew, Modified, o	or Discontinued Program	ı:			
Title:	Diesel Technol					
Degree:	A.A.S., ATC, P	STC				
Method of Delivery:	Lecture and La	b				
CIP code (consult IR /Registrar)	47.0605					
Proposed Starting Date:	Immediately					
Indicate if the program is:	X Regional R	Responsibility	Statewide Res	ponsibility		
New Program (minor/option/emphasis     New Off-Campus Instructional Program     New Instructional/Research Unit     Contract Program/Collaborative     Hud Bigger     College Dean (Institution)		Discontinuance of an Existing Program/Option  Consolidation of an Existing Program  Expansion of an Existing Program  Other				
College Dean (Institution)	Date	Vice President for Res applicable)		Date 1.13.15		
Graduate Dean (as applicable)	Date 7/9/13	State Administrator,)SI (as applicable)	OPTE	Date		
Chief Fiscal Officer (Institution)	Date 7/9/13	Academic Affairs Prog	ram Manager	Date		
Chief Academic Officer (Institution)	Date 29-13	Chief Academic Office	r, OSBE	Date		
President	Date	SBOE/OSBE Approva		Date		

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.

The Automotive Technology and Diesel Technology options have been under a program title of MECHANICAL TRADES with CIP 47.0699. Each year we report IPEDS the CIP codes do not match well with the combined CIP 47.0699.

We are proposing an organizational change as follows: 1) The Automotive Technology option will be converted to a stand-alone program with CIP 47.0604; and 2) the Diesel Technology option will be converted to a stand-alone program with CIP 47.0605. The Automotive and Diesel options currently listed under the Mechanical Trades program will be listed under each new program with no changes to titles or curriculum.

These changes will allow more alignment with the federal reporting CIP codes definitions.

- 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.*
- 1) Use current technical diagnostic procedures to diagnose and repair to industry standards all eight areas of heavy duty trucks and equipment.
- 2) Demonstrate by performing all safety procedures including the use of tools and equipment during all related shop activities.
- 3) Locate and use current repair procedures and information from computer based programs and written text.
- 4) Understand, demonstrate, and value attributes of professionalism.
- 5) Properly prepare hand written and electronic documents that are accurate, legible and clearly understood.
- 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.

EITC has developed a program advisory committee to review program curriculum, equipment and supply needs and educational materials required to conduct this program. The State of Idaho and EITC have adopted the eight Automotive Service Excellence (ASE) areas as guidelines for our Automotive Technology program. Our program meets the criteria for certification in each of the eight areas of study listed by the National Automotive Technicians Education Foundation (NATEF). All instructors in the Automotive Technology program are Automotive Service Excellence (ASE) Master certified.

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.

No new courses will be added to the curriculum.

5.	Please provide the program completion requirements and attach to this proposal as	<b>Appendix</b>	: <b>A.</b> 7	Гhis
	question is not applicable to requests for discontinuance.			'

See attached Attachment B forms.

Credit hours required in major:	AND WATER TO SERVICE OF THE SERVICE
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.

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.

Enrollment projections are based on past enrollment. This request does not create a new program; rather it takes the existing Mechanical Trades program and assigns separate CIP codes to Automotive Technology and Diesel Technology

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.

\*Graduation rates appear low because students are waiting to receive their AAS degree

Institution	Relevan	it Enrollme	ent Data	Numb	Graduate Rate		
	Current	Year 1 Previous	Year 2 Previous	Current	Year 1 Previous	Year 2 Previous	
BSU							
CSI							
CWI							
EITC	36	34	39	9	9	14	29%
ISU							
LCSC							
NIC							
UI							

- 9. Will this program reduce enrollments in other programs at your institution? If so, please explain.
  - No. This is an administrative CIP code change only. Enrollment will be unchanged.
- 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.

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. This question is not applicable to requests for discontinuance.

	Year 1	Year 2	Year 3	Total
Region	177	207	242	626
State	3487	4079	4772	12,338
Nation	733,642	858,361	1,004,282	2,596,285

- 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**.
  - U.S. Department of Labor Projections
- b. Describe how the proposed change will act to stimulate the state economy by advancing the field, providing research results, etc.

This program will provide trained technicians needed to fill local job vacancies, thus decreasing the local unemployment rate and providing income for residents to stimulate the state economy.

c. Is the program primarily intended to meet needs other than employment needs, if so, please provide a brief rationale.

No

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.

No

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.

This request aligns with the Idaho Division of Professional Technical Education's Strategic plan, goals, performance measures and bench marks.

EITC's role and mission is to provide postsecondary professional technical education for students who plan to enter employment and for incumbent workers who desire to upgrade and enhance their occupational skills. The College is also committed to promoting economic progress in eastern Idaho by meeting employer needs for skilled workers.

13. 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 Mission	Proposed Program Plans to Achieve the Goal	
Achieve a comprehensive curriculum that	Curriculum adopts the eight Automotive Service	
prepares students for entering the workforce.	Excellence (ASE) areas as guidelines.	
Educating all students through progressive and proven educational philosophies	Program meets the criteria for certification in each of the eight areas of study listed by the National Automotive Technicians Foundation (NATEF).	
Provide high quality education and state-of-the- art facilities and equipment.	All instructors in the program are ASE Master certified. Troubleshooting and repair experiences are performed on mock-ups and live work projects in the College lab.	

14. Is the proposed program in your institution	on's Five-Y	ear plan	? Indicate below.	This questi	on is n	ot
applicable to requests for discontinuance.	,				'	

Yes No X

If not on your institution's Five-Year plan, provide a justification for adding the program.

This request does not create a new program; rather it takes the existing Mechanical Trades program and assigns separate CIP codes to Automotive Technology and Diesel Technology

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?

This request does not create a new program. It will implement a CIP code change to split our existing Mechanical Trades Program into separate Automotive Technology and Diesel Technology programs.

16. Program Resource Requirements. Using the <u>Excel spreadsheet</u> 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, reassignments).

Page 1

July 9, 2013

(Other Program Activity PTE)

# Diesel Technology

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). 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

A. REVENUE		Ŧ	14	¥	15	FY	16	Cumula	Cumulative Total
		On-going	One-time	On-going	One-time	On-going	One-time	On-going	One-time
1. Appropriate	1. Appropriated (Reallocation)	\$120,619.00						\$120,619.00	\$0.00
2. Appropriated (New)	d (New)							\$0.00	\$0.00
3. Federal								\$0.00	\$0.00
4. Tuition								\$0.00	\$0.00
5. Student Fees	Se							\$0.00	\$0.00
6. Other (Specify)	oify)							\$0.00	\$0.00
	Total Revenue	\$120,619.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$120,619.00	\$0.00
B. EXPENDITURES		Ā	41	FY	15	₽	16	Cumula	Cumulative Total
		On-going	One-time	On-going	One-time	On-going	One-time	On-going	One-time
1. Personnel		\$119,999.00						\$119,999.00	\$0.00
2. Operating		\$620.00						\$620.00	\$0.00
3. Equipment								\$0.00	\$0.00
4. Facilities								\$0.00	\$0.00
5. Other (Specify)	oify)							\$0.00	\$0.00
	Total Expenditures	\$120,619.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$120,619.00	\$0.00
	Net Income (Deficit)		\$0.00		\$0.00		\$0.00		00.08
Ongoing is d	Ongoing is defined as ongoing operating budget for the program which will become part of the base.	erating budget 1 Inding in a fisca	for the program w	vhich will becom rt of the base.	e part of the base	ď	Progre	am Proposal Bu	Program Proposal Budget Template

One-time is defined as one-time funding in a fiscal year and not part of the base.

**IRSA** 

## PTE ATTACHMENT B

Please submit a sepai	rate PTE Attachment B for each option, certificate, or degree.
Date Submitted	4/1/2013
Institution	Eastern Idaho Technical College
Program/Option Title	Diesel Technology/Diesel Technology
	Insert Program Name/Option Title (i.e. Business Technologies/Marketing and Management)
Degree/Certificate	Associate of Applied Science
	If a Certificate, indicate type (i.e. Technical, Advanced Technical or Postsecondary Technical)
<b>CIP Code Number</b>	47.0699 (previous) 47.0605 (requested)
CIP Code Title	Vehicle Maintenance and Repair Technologies, Other (previous)
	Diesel Mechanics Technology/Technician (requested)
TSA	National Automotive Student Skills Standards Assessment
	STUDENT LEARNING OUTCOMES
<ol> <li>Use current tech</li> </ol>	ning outcomes for the program  Innical diagnostic procedures to diagnose and repair to industry  In the areas of heavy duty trucks and equipment.
2. Demonstrate by	performing all safety procedures including the use of tools and ng all related shop activities.
3. Locate and use of programs and w	current repair procedures and information from computer based
	monstrate, and value attributes of professionalism.
5. Properly prepare and clearly unde	e hand written and electronic documents that are accurate, legible, erstood.

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# COURSE SEQUENCE

	FALL SEMESTER (15 Weeks)		
Course Prefix & Number	Course Title	Credits	Gen Ed/ Technical
ASE 141	Automotive Suspension & Steering Systems	2	Technical
ASE 163	Introduction to Automotive Electronics	5	Technical
ASE 172	Basic Heating and Air Conditioning	4	Technical
ASE 185	Ignition Systems	2	Technical
MAT 110	Technical Mathematics	3	Technical
MTD 101	Industrial Safety and Report Writing	3	Technical
Tota		19	

SP	RING SEMESTER (15 Weeks)		
Course Prefix & Number	Course Title	Credits	Gen Ed/ Technical
ASE 111	Basic Power Plant Systems	2	Technical
ASE 112	Upper Power Plant Systems	2	Technical
ASE 113	Lower Power Plant Systems	2	Technical
ASE 121	Automatic Transmission	3	Technical
ASE 131	Manual Drivetrain & Axles	2	Technical
ASE 151	Automotive Brake Systems	2	Technical
ENG 101	English Composition	3	Gen Ed
Total		16	

SU	MMER SEMESTER (8 Weeks)		
Course Prefix & Number	Course Title	Credits	Gen Ed/ Technical
PSY 101/SOC 101	Intro to Psychology or Sociology	3.	Gen Ed
	General Education Elective	3	Gen Ed
Total		6	

	FALL SEMESTER (15 Weeks)		
Course Prefix & Number	Course Title	Credits	Gen Ed/ Technical
ASE 233	Heavy Duty Drivetrain/Transmissions and Clutches	3	Technical
ASE 243	Heavy Duty Suspension and	2	Technical

	Steering		
ASE 253	Air Brake Systems	2	Technical
ASE 266	Diesel Electrical Systems	5	Technical
ASE 272	Advanced Heating and Air	2	Technical
ASE 291	Conditioning Fluid Power Systems	2	Technical
COM 101	Fundamentals of Speech	3	Gen Ed
Total		19	

SP	RING SEMESTER (15 Weeks)		
Course Prefix & Number	Course Title	Credits	Gen Ed/ Technical
ASE 102	Workplace Technical Skills	3	Technical
ASE 214	Diesel Engine Rebuilding	2	Technical
ASE 216	Diesel Engine Service	2	Technical
ASE 284	Light Truck Diesel Fuel Injection Systems	2	Technical
ASE 289	Heavy Duty Diesel Fuel Injection Systems	2	Technical
ASE 292	Computer Engine Controls for Diesel Engines	5	Technical
Total		16	

	NIGHT COURSE (any semester)		
Course Prefix & Number	Course Title	Credits	Gen Ed/ Technical
MAT 123	Mathematics in Modern Society	3	Gen Ed

Summary (68 weeks)	
General (Academic) Education	15
Technical Credits	64
Grand Total	79

## **COURSE TITLES, DESCRIPTIONS AND CREDITS**

List all technical course titles, descriptions, and credits for this program.

ASE 141 Automotive Suspension & Steering Systems

2 Credits

Covered in this course are theory, adjustment, and repair of manual steering systems, front and rear suspension systems, basic four-wheel alignment, wheel balancing (both statically and dynamically), tires, and wheel bearings, The student will use our wheel alignment and tire service equipment. FA

ASE 163 Introduction to Automotive Electronics

#### 5 Credits

This course covers theory, principles, and operation of automotive electrical systems. Items covered are electrical terms, electrical current flow, magnetism, electrical current sources, conductors, insulators, circuit test instruments, circuit protection, switches, relays, solenoids, diodes, transistors, gauges, simple motors, induction coils, resistors, and capacitors. Testing of batteries, as well as testing, disassembly, inspection, and rebuilding or repair of generating systems and starting systems are included in this course. FA

#### ASE 172 Basic Heating & Air Conditioning

#### 4 Credits

This Course covers safety, basic theory, operation, maintenance, testing, and repair of water pumps, cooling fans and drive clutches, drive belts, coolant/antifreeze, radiators, radiator caps, recovery systems, heater controls, heater cores, heater hoses and clamps, A/C compressors and clutches ,evaporators, condensers, receiver dryers, accumulator dryers, TXVs, orifice tubes, and various other control systems. Proper use of specialized diagnostic equipment and tools is included. FA Prerequisite: ASE 163

#### ASE 185 Ignition Systems

#### 2 Credits

Covered in this course are the purpose, theory, and fundamentals of standard and modern electronic ignition-systems, tune-up procedures and analyzing, testing, diagnosing, and proper repair of ignition systems. The key fundamentals of the ignition system and its components and functions will be covered. Safe testing procedures to diagnose the ignition system to include: compression tests, starter draw tests, cylinder output/balance tests, basic scan-tool tests, and the use of the automotive oscilloscope will be stressed and practiced. FA

Prerequisite: ASE 163

#### MAT 110 Technical Mathematics

#### 3 Credits

This course is designed as a basic mathematics course for students in auto and diesel programs. Students will evaluate electrical and hydraulic systems, calculate power transfer and explore personal finance. FA

Prerequisite: A COMPASS pre-algebra score >30

## MTD 101 Industrial Safety & Report Writing

#### 3 Credits

This course is offered as an introduction to the Mechanical Trades programs. All new Trades and Industry students are required to take this course prior to working in the live work labs. Included in this course are hand and power tools, both welding and mechanical; their identification and proper use and safety. Drill bit sharpening, tube flaring, use of hacksaws, chisels, punches, taps and dies, easy-outs, and other related tools are covered. Red Cross First Aid and CPR will be provided, hazardous communication, and "Right to Know" CFR 10:10.1200 is covered. Work order preparation, and industrial report writing, covers the 4 C's of warranty reports writing: complaint, cause, correction, and coverage. FA/SP

#### ASE 111 Basic Power Plant Systems

#### 2 Credits

This course is an in-depth study of the internal combustion engine. Items to be covered include four-cycle theory, power development in the internal combustion engine, cylinder arrangement, valve train arrangement, displacement, compression ratio, engine components and their function, lubricating systems, the classification and rating of engine oils, diagnosis of engine oil leaks, compression loss, oil consumption, engine noise, and engine measurements. A four-cycle engine will be disassembled, measured, and assembled; making all necessary adjustments. The engine will run upon completion. SP

Corequisites: ASE 112, ASE 113

## ASE 112 Upper Power Plant Systems

#### 2 Credits

Items to be covered include valve covers, gaskets, timing cover and seals, intake manifolds, cylinder heads, head surfaces, camshafts, valve guides, valve springs and retainers, timing chains and gears, rocker arms, pushrods, valves, and cam bearings. Areas of study include description, identification, failure analysis, disassembly, preparation for assembly, and

assembly. SP

Corequisites: ASE 111, ASE 113

#### ASE 113 Lower Power Plant Systems

#### 2 Credits

Items to be covered include oil pan, motor mounts, oil and filter changing, detection of oil leaks, engine removal and replacement, disassembly and assembly procedures, parts cleaning, cylinders, main bearings and alignment, cam bearings, block surface, crankshaft, connecting rods and bearings, pistons, piston pins, oil pumps and soft plugs. Study will include description, identification, failure analysis, disassembly, inspection, measurements, preparation for assembly, and assembly. SP

Corequisites: ASE 111, ASE 112

#### ASE 121 Automatic Transmissions

#### 3 Credits

This course covers theory, operation, and principles of automatic transmissions. Items covered are fluid couplings, torque converters, planetary gear systems, hydraulic and electrical control systems, and transmission lubricating and cooling systems. Minor adjustments, transmission tune-up service, replacement, repairs, and diagnosis are included in this course.

#### ASE 131 Manual Drivetrains & Axles

#### 2 Credits

The theory and principle of clutches, manual transmissions, drive lines (including U-joints), differential assemblies, and transaxles as used on cars and light trucks, both domestic and foreign, will be covered. 4x4 and AWD transfer cases, both single and double reduction units will also be covered. SP

#### ASE 151 Automotive Brake Systems

#### 2 Credits

This course covers the theory, principles, and operation of brake systems. Items covered are hydraulics as applied to brakes, brake fluid types and characteristics, master and wheel cylinder operation, disc brake caliper operation, brake system valving, operation of drum brakes, operation of disc brakes, operation of parking brakes, and operation of vacuum and hydraulic brake boosters. Inspection of brake components, adjustments, service, and minor repairs of brake systems are included in this course. SP

#### ASE 233 Heavy Duty Drive Train, Transmissions, and Clutches

#### 3 Credits

This course describes the component needs for a truck driveline and the procedures needed for inspecting, servicing, and lubricating universal joints. The eliminating of vibrations through correct phasing and driveline alignment is discussed. The students will learn the importance of drive line angles and how to measure and calculate them. Both hydraulic and electrical driveline retarders will be introduced. The students will learn how to identify the types of axles and combinations of axles as used in medium and heavy-duty trucks. They will be able to explain the function of a power divider and trace the flow of power through a tandem drive axle combination. They will be familiar with the various types of gears used for truck axles. Students will know the lubrication requirements and service procedures required for truck axles. Basic troubleshooting and repair of differential carriers will be taught. Students will demonstrate competence by disassembling and reassembling both power dividers and differential carriers. FA

## Prerequisite: ASE 131

## ASE 243 Heavy Duty Suspension and Steering

#### 2 Credits

In this course the student will study heavy-duty suspension and steering systems as applied to class 3 through class 8 trucks. Emphasis will be on the diagnosis and repair of: manual and power steering systems; front and rear axle suspension systems, tires and wheels; and wheel alignment diagnosis, adjustment and repair. Related subjects include the inspection of fifth wheel assemblies, frames and frame members, and cab suspension systems. FA

#### ASE 253 Air Brake Systems

#### 2 Credits

This course covers theory, principles of operation, and related math of both light-duty and heavy-duty trucks. This course also covers air brakes used on trucks and equipment. This course will cover cam, wedge, power-assist (hydrovac) brakes, and air brakes (air compressors, treadle valves, brake chambers, and components related to air brakes). Also an introduction to engine brakes and truck/trailer ABS is included. Troubleshooting and repairs will be performed on mock-up units and live work projects as they are available. FA

Prerequisite: ASE 151

#### ASE 266 Diesel Electrical Systems

#### 5 Credits

This course covers the electrical system as used on medium and heavy-duty trucks. Students registered for this class will have previously successfully completed ASE 163. This course is designed to cover the tasks required by ASE to complete test T6 Electrical and Electronic Systems. The content areas are: \*General Electrical Systems Diagnosis and review of Ohm's Law \*Electrical safety necessary while working with today's automotive and truck computer electronics \*Battery Diagnosis and Repair

- \*Starting System Diagnosis and Repair
- \*Charging System Diagnosis and Repair
- \*Lighting System Diagnosis and Repair
- \*Gauges and Warning Devices Diagnosis and Repair
- \*Related Electrical Components. FA

Prerequisite: ASE 163

#### ASE 272 Advanced Heating & Air Conditioning

#### 2 Credits

This course reviews safety, the basic theory, operation, maintenance, testing, and repair of heating and air conditioning components and systems. It is a comprehensive study of different diagnostic practices and approaches for the proper repair of the modern automotive and diesel industry heating and air conditioning systems. Emphasis will be on the proper use of test equipment to avoid damage to the HVAC system, the specialized tools, and the technician. FA Prerequisite: ASE 172.

#### ASE 291 Fluid Power Systems

#### 2 Credits

This unit of instruction covers in greater detail theory and application of fluid power systems. Component parts and theory relationship to circuitry, diagnosis, and testing will be studied. Troubleshooting and repair of live work projects will be utilized as available. FA

#### ASE 102 Workplace Technical Skills

#### 3 Credits

This course introduces students to personal and work related strategies for seeking and keeping employment. This includes an employment plan, cover letter, resume and interview. Students will study professionalism, teamwork, how to properly dress for an interview, how to accept a job, and how to interact with employers and other employees. Students will also be introduced to warranty report writing, work orders, estimates, and how technicians are compensated. Students will be introduced to different types of communications. Students will learn how to tell the difference between technical and people skills. Students will set short and long term goals. SP

#### ASE 214 Diesel Engine Rebuilding

#### 2 Credits

A complete engine rebuild will be performed including removal and replacement of the engine. Complete disassembly, measurement, preparation for assembly, and assembly will be covered. SP

Prerequisite: ASE 163

#### ASE 216 Diesel Engine Service

2 Credits

This course is a complete study of the diesel engine, covering Cummins, Detroit, and other diesel engines. Diesel theory, troubleshooting, maintenance, and tune-up will be covered. SP

Prerequisites: ASE 111, ASE 112, ASE 113

ASE 284 Light Truck Diesel Fuel Injection Systems

2 Credits

This course includes diesel theory, fuel, fuel system components, and operation. Topics include removal, replacement, and timing of fuel injection pumps. Injector nozzles of various styles are disassembled, repaired, and tested by the student. Minor fuel system problems are discussed. Students learn the theory of operation of distributor style injection pumps. Troubleshooting and resealing procedures will be demonstrated. SP

Prerequisite: ASE 292

ASE 289 Heavy Duty Diesel Fuel Injection Systems

2 Credits

More detailed training included is the fuel injection nozzles, including unit injectors. The study of Cummins, Detroit, and in line style injection pumps with more detailed theory to provide the student with a better understanding of fuel injection systems for tune-up and troubleshooting capability. Pump operation with more detailed theory including bury cycle will assist the student to understand the system better for enhanced troubleshooting capability. Governors will be discussed and demonstrated. Final requirements for this course will include live work troubleshooting. SP

Prerequisite: ASE 292

ASE 292 Computer Controls for Diesel Engines

5 Credits

This course covers computer engine controls and a study of how and why computers have been introduced into the trucking industry. Items covered will be the microcomputer, sensors, actuators, and wiring necessary for the proper function of the computers which are used to control modern diesel engines. Proper identification, location, function, and testing of these components will be stressed. The theory of operation and troubleshooting procedures for the diesel engine computer systems will be covered through a detailed study of diagnostic and engine management software provided by diesel engine manufacturers. SP

## PTE ATTACHMENT B

Please submit a sepa	rate PTE Attachment B for each option, certificate, or degree.
Date Submitted	4/1/2013
Institution	Eastern Idaho Technical College
Program/Option Title	Diesel Technology/Diesel Technology
	Insert Program Name/Option Title (i.e. Business Technologies/Marketing and Management)
Degree/Certificate	Advanced Technical Certificate
	If a Certificate, indicate type (i.e. Technical, Advanced Technical or Postsecondary Technical)
<b>CIP Code Number</b>	47.0699 (previous) 47.0605 (requested)
CIP Code Title	Vehicle Maintenance and Repair Technologies, Other (previous)
	Diesel Mechanics Technology/Technician (requested)
TSA	National Automotive Student Skills Standards Assessment
	STUDENT LEARNING OUTCOMES
	ning outcomes for the program
	nical diagnostic procedures to diagnose and repair to industry placed in the procedures and equipment.
2. Demonstrate by	performing all safety procedures including the use of tools and all related shop activities.
3. Locate and use	current repair procedures and information from computer based
programs and w 4. Understand, der	ritten text. nonstrate, and value attributes of professionalism.
	e hand written and electronic documents that are accurate, legible,
and clearly unde	

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# **COURSE SEQUENCE**

FALL SEMESTER (15 Weeks)			
Course Prefix & Number	Course Title	Credits	Gen Ed/ Technical
ASE 141	Automotive Suspension & Steering Systems	2	Technical
ASE 163	Introduction to Automotive Electronics	5	Technical
ASE 172	Basic Heating and Air Conditioning	4	Technical
ASE 185	Ignition Systems	2	Technical
MAT 110	Technical Mathematics	3	Gen Ed
MTD 101	Industrial Safety and Report Writing	3	Technical
Total		19	

9	SPRING SEMESTER (15 Weeks)		
Course Prefix & Number	Course Title	Credits	Gen Ed/ Technical
ASE 111	Basic Power Plant Systems	2	Technical
ASE 112	Upper Power Plant Systems	2	Technical
ASE 113	Lower Power Plant Systems	2	Technical
ASE 121	Automatic Transmission	3	Technical
ASE 131	Manual Drivetrain & Axles	2	Technical
ASE 151	Automotive Brake Systems	2	Technical
Tot	al	13	

FALL SEMESTER (15 Weeks)			
Course Prefix & Number	Course Title	Credits	Gen Ed/ Technical
ASE 233	Heavy Duty Drivetrain/Transmissions and Clutches	3	Technical
ASE 243	Heavy Duty Suspension and Steering	2	Technical
ASE 253	Air Brake Systems	2	Technical
ASE 266	Diesel Electrical Systems	5	Technical
ASE 272	Advanced Heating and Air Conditioning	2	Technical
ASE 291	Fluid Power Systems	2	Technical
Total		16	

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	SPRING SEMESTER (15 Weeks)	
	DITATEDIEN LED WECKS!	

Course Prefix & Number	Course Title	Credits	Gen Ed/ Technical
ASE 102	Workplace Technical Skills	3	Gen Ed*
ASE 214	Diesel Engine Rebuilding	2	Technical
ASE 216	Diesel Engine Service	2	Technical
ASE 284	Light Truck Diesel Fuel Injection Systems	2	Technical
ASE 289	Heavy Duty Diesel Fuel Injection Systems	2	Technical
ASE 292	Computer Engine Controls for Diesel Engines	- 5	Technical
Total		16	

\*Denotes a Technical Education course with embedded General Education outcomes.

Summary (60 weeks)	
General (Academic) Education	6**
Technical Credits	58
Grand Total	64

\*\*ASE 102 (3 credits) contains general education outcomes satisfying communication (3 credits) and human relations (3 credits).

## **COURSE TITLES, DESCRIPTIONS AND CREDITS**

List all technical course titles, descriptions, and credits for this program.

ASE 141 Automotive Suspension & Steering Systems

2 Credits

Covered in this course are theory, adjustment, and repair of manual steering systems, front and rear suspension systems, basic four-wheel alignment, wheel balancing (both statically and dynamically), tires, and wheel bearings, The student will use our wheel alignment and tire service equipment. FA

ASE 163 Introduction to Automotive Electronics

5 Credits

This course covers theory, principles, and operation of automotive electrical systems. Items covered are electrical terms, electrical current flow, magnetism, electrical current sources, conductors, insulators, circuit test instruments, circuit protection, switches, relays, solenoids, diodes, transistors, gauges, simple motors, induction coils, resistors, and capacitors. Testing of batteries, as well as testing, disassembly, inspection, and rebuilding or repair of generating systems and starting systems are included in this course. FA

ASE 172 Basic Heating & Air Conditioning

4 Credits

This Course covers safety, basic theory, operation, maintenance, testing, and repair of water pumps, cooling fans and drive clutches, drive belts, coolant/antifreeze, radiators, radiator caps, recovery systems, heater controls, heater cores, heater hoses and clamps, A/C compressors and clutches, evaporators, condensers, receiver dryers, accumulator dryers, TXVs, orifice tubes, and various other control systems. Proper use of specialized diagnostic equipment and tools is included. FA

Prerequisite: ASE 163

#### ASE 185 Ignition Systems

#### 2 Credits

Covered in this course are the purpose, theory, and fundamentals of standard and modern electronic ignition systems, tune-up procedures and analyzing, testing, diagnosing, and proper repair of ignition systems. The key fundamentals of the ignition system and its components and functions will be covered. Safe testing procedures to diagnose the ignition system to include: compression tests, starter draw tests, cylinder output/balance tests, basic scan-tool tests, and the use of the automotive oscilloscope will be stressed and practiced. FA

Prerequisite: ASE 163

#### MTD 101 Industrial Safety & Report Writing

#### 3 Credits

This course is offered as an introduction to the Mechanical Trades programs. All new Trades and Industry students are required to take this course prior to working in the live work labs. Included in this course are hand and power tools, both welding and mechanical; their identification and proper use and safety. Drill bit sharpening, tube flaring, use of hacksaws, chisels, punches, taps and dies, easy-outs, and other related tools are covered. Red Cross First Aid and CPR will be provided, hazardous communication, and "Right to Know" CFR 10:10.1200 is covered. Work order preparation, and industrial report writing, covers the 4 C's of warranty reports writing: complaint, cause, correction, and coverage. FA/SP

#### ASE 111 Basic Power Plant Systems

#### 2 Credits

This course is an in-depth study of the internal combustion engine. Items to be covered include four-cycle theory, power development in the internal combustion engine, cylinder arrangement, valve train arrangement, displacement, compression ratio, engine components and their function, lubricating systems, the classification and rating of engine oils, diagnosis of engine oil leaks, compression loss, oil consumption, engine noise, and engine measurements. A four-cycle engine will be disassembled, measured, and assembled; making all necessary adjustments. The engine will run upon completion. SP

Corequisites: ASE 112, ASE 113

#### ASE 112 Upper Power Plant Systems

#### 2 Credits

Items to be covered include valve covers, gaskets, timing cover and seals, intake manifolds, cylinder heads, head surfaces, camshafts, valve guides, valve springs and retainers, timing chains and gears, rocker arms, pushrods, valves, and cam bearings. Areas of study include description, identification, failure analysis, disassembly, preparation for assembly, and assembly. SP

Corequisites: ASE 111, ASE 113

#### ASE 113 Lower Power Plant Systems

#### 2 Credits

Items to be covered include oil pan, motor mounts, oil and filter changing, detection of oil leaks, engine removal and replacement, disassembly and assembly procedures, parts cleaning, cylinders, main bearings and alignment, cam bearings, block surface, crankshaft, connecting rods and bearings, pistons, piston pins, oil pumps and soft plugs. Study will include description, identification, failure analysis, disassembly, inspection, measurements, preparation for assembly, and assembly. SP

Corequisites: ASE 111, ASE 112

## ASE 121 Automatic Transmissions

#### 3 Credits

This course covers theory, operation, and principles of automatic transmissions. Items covered are fluid couplings, torque converters, planetary gear systems, hydraulic and electrical control systems, and transmission lubricating and cooling systems. Minor adjustments, transmission tune-up service, replacement, repairs, and diagnosis are included in this course. SP

#### ASE 131 Manual Drivetrains & Axles

#### 2 Credits

The theory and principle of clutches, manual transmissions, drive lines (including U-joints), differential assemblies, and transaxles as used on cars and light trucks, both domestic and foreign, will be covered. 4x4 and AWD transfer cases, both single and double reduction units will also be covered. SP

#### ASE 151 Automotive Brake Systems

#### 2 Credits

This course covers the theory, principles, and operation of brake systems. Items covered are hydraulics as applied to brakes, brake fluid types and characteristics, master and wheel cylinder operation, disc brake caliper operation, brake system valving, operation of drum brakes, operation of disc brakes, operation of parking brakes, and operation of vacuum and hydraulic brake boosters. Inspection of brake components, adjustments, service, and minor repairs of brake systems are included in this course. SP

#### ASE 233 Heavy Duty Drive Train, Transmissions, and Clutches

#### 3 Credits

This course describes the component needs for a truck driveline and the procedures needed for inspecting, servicing, and lubricating universal joints. The eliminating of vibrations through correct phasing and driveline alignment is discussed. The students will learn the importance of drive line angles and how to measure and calculate them. Both hydraulic and electrical driveline retarders will be introduced. The students will learn how to identify the types of axles and combinations of axles as used in medium and heavy-duty trucks. They will be able to explain the function of a power divider and trace the flow of power through a tandem drive axle combination. They will be familiar with the various types of gears used for truck axles. Students will know the lubrication requirements and service procedures required for truck axles. Basic troubleshooting and repair of differential carriers will be taught. Students will demonstrate competence by disassembling and reassembling both power dividers and differential carriers. FA

Prerequisite: ASE 131

#### ASE 243 Heavy Duty Suspension and Steering

#### 2 Credits

In this course the student will study heavy-duty suspension and steering systems as applied to class 3 through class 8 trucks. Emphasis will be on the diagnosis and repair of: manual and power steering systems; front and rear axle suspension systems, tires and wheels; and wheel alignment diagnosis, adjustment and repair. Related subjects include the inspection of fifth wheel assemblies, frames and frame members, and cab suspension systems. FA

Prerequisite: ASE 141

#### ASE 253 Air Brake Systems

#### 2 Credits

This course covers theory, principles of operation, and related math of both light-duty and heavy-duty trucks. This course also covers air brakes used on trucks and equipment. This course will cover cam, wedge, power-assist (hydrovac) brakes, and air brakes (air compressors, treadle valves, brake chambers, and components related to air brakes). Also an introduction to engine brakes and truck/trailer ABS is included. Troubleshooting and repairs will be performed on mock-up units and live work projects as they are available. FA

Prerequisite: ASE 151

## ASE 266 Diesel Electrical Systems

#### 5 Credits

This course covers the electrical system as used on medium and heavy-duty trucks. Students registered for this class will have previously successfully completed ASE 163. This course is designed to cover the tasks required by ASE to complete test T6 Electrical and Electronic Systems. The content areas are: \*General Electrical Systems Diagnosis and review of Ohm's Law \*Electrical safety necessary while working with today's automotive and truck computer electronics \*Battery Diagnosis and Repair

- \*Starting System Diagnosis and Repair
- \*Charging System Diagnosis and Repair
- \*Lighting System Diagnosis and Repair

Revised 2/13

\*Gauges and Warning Devices Diagnosis and Repair

\*Related Electrical Components. FA

Prerequisite: ASE 163

#### ASE 272 Advanced Heating & Air Conditioning

#### 2 Credits

This course reviews safety, the basic theory, operation, maintenance, testing, and repair of heating and air conditioning components and systems. It is a comprehensive study of different diagnostic practices and approaches for the proper repair of the modern automotive and diesel industry heating and air conditioning systems. Emphasis will be on the proper use of test equipment to avoid damage to the HVAC system, the specialized tools, and the technician. FA Prerequisite: ASE 172.

#### ASE 291 Fluid Power Systems

#### 2 Credits

This unit of instruction covers in greater detail theory and application of fluid power systems. Component parts and theory relationship to circuitry, diagnosis, and testing will be studied. Troubleshooting and repair of live work projects will be utilized as available. FA

#### ASE 102 Workplace Technical Skills

#### 3 Credits

This course introduces students to personal and work related strategies for seeking and keeping employment. This includes an employment plan, cover letter, resume and interview. Students will study professionalism, teamwork, how to properly dress for an interview, how to accept a job, and how to interact with employers and other employees. Students will also be introduced to warranty report writing, work orders, estimates, and how technicians are compensated. Students will be introduced to different types of communications. Students will learn how to tell the difference between technical and people skills. Students will set short and long term goals. SP

#### ASE 214 Diesel Engine Rebuilding

#### 2 Credits

A complete engine rebuild will be performed including removal and replacement of the engine. Complete disassembly, measurement, preparation for assembly, and assembly will be covered. SP

Prerequisite: ASE 163

#### ASE 216 Diesel Engine Service

#### 2 Credits

This course is a complete study of the diesel engine, covering Cummins, Detroit, and other diesel engines. Diesel theory, troubleshooting, maintenance, and tune-up will be covered. SP

Prerequisites: ASE 111, ASE 112, ASE 113

#### ASE 284 Light Truck Diesel Fuel Injection Systems

#### 2 Credits

This course includes diesel theory, fuel, fuel system components, and operation. Topics include removal, replacement, and timing of fuel injection pumps. Injector nozzles of various styles are disassembled, repaired, and tested by the student. Minor fuel system problems are discussed. Students learn the theory of operation of distributor style injection pumps. Troubleshooting and resealing procedures will be demonstrated. SP

Prerequisite: ASE 292

#### ASE 289 Heavy Duty Diesel Fuel Injection Systems

### 2 Credits

More detailed training included is the fuel injection nozzles, including unit injectors. The study of Cummins, Detroit, and in line style injection pumps with more detailed theory to provide the student with a better understanding of fuel injection systems for tune-up and troubleshooting capability. Pump operation with more detailed theory including bury cycle will assist the student to understand the system better for enhanced troubleshooting capability. Governors will be discussed and demonstrated. Final requirements for this course will include live work troubleshooting. SP

## **ATTACHMENT 3**

Revised 2/13

Prerequisite: ASE 292

ASE 292 Computer Controls for Diesel Engines

5 Credits

This course covers computer engine controls and a study of how and why computers have been introduced into the trucking industry. Items covered will be the microcomputer, sensors, actuators, and wiring necessary for the proper function of the computers which are used to control modern diesel engines. Proper identification, location, function, and testing of these components will be stressed. The theory of operation and troubleshooting procedures for the diesel engine computer systems will be covered through a detailed study of diagnostic and engine management software provided by diesel engine manufacturers. SP

## PTE ATTACHMENT B

·	rate PTE Attachment B for each option, certificate, or degree.		
Date Submitted	4/1/2013		
Institution	Eastern Idaho Technical College		
Program/Option Title	Diesel Technology/Diesel Engine Specialist		
	Insert Program Name/Option Title (i.e. Business Technologies/Marketing and Management)		
Degree/Certificate	Postsecondary Technical Certificate		
	If a Certificate, indicate type (i.e. Technical, Advanced Technical or Postsecondary Technical)		
<b>CIP Code Number</b>	47.0699 (previous) 47.0605 (requested)		
CIP Code Title	Vehicle Maintenance and Repair Technologies, Other (previous)		
	Diesel Mechanics Technology/Technician (requested)		
TSA	National Automotive Student Skills Standards Assessment		
	STUDENT LEARNING OUTCOMES		
List the student learn	ning outcomes for the program		
	nnical diagnostic procedures to diagnose and repair to industry sel engines of heavy duty trucks and equipment.		
2. Demonstrate by	performing all safety procedures including the use of tools and		
	ng all related shop activities.  Current repair procedures and information from computer based		
programs and w	ritten text.		
	monstrate, and value attributes of professionalism.		
5. Properly prepare and clearly unde	e hand written and electronic documents that are accurate, legible, erstood.		

## **COURSE SEQUENCE**

Course Prefix & Number	Course Title	Credits	Gen Ed/ Technical
ASE 111	Basic Power Plant Systems	2	Technical
ASE 112	Upper Power Plant Systems	2	Technical
ASE 113	Lower Power Plant Systems	2	Technical
ASE 163	Introduction to Automotive Electronics	5	Technical
ASE 214	Diesel Engine Rebuilding	2	Technical
ASE 216	Diesel Engine Service	2	Technical
ASE 266	Diesel Electrical Systems	5	Technical
ASE 284	Light Truck Diesel Fuel Injection Systems	2	Technical
ASE 289	Heavy Duty Diesel Fuel Injection Systems	2	Technical
ASE 292	Computer Engine Controls for Diesel Engines	5	Technical
Total		29	

Summary	
General (Academic) Education	0
Technical Credits	29
Grand Total	29

## COURSE TITLES, DESCRIPTIONS AND CREDITS

List all technical course titles, descriptions, and credits for this program.

#### ASE 111 Basic Power Plant Systems

#### 2 Credits

This course is an in-depth study of the internal combustion engine. Items to be covered include four-cycle theory, power development in the internal combustion engine, cylinder arrangement, valve train arrangement, displacement, compression ratio, engine components and their function, lubricating systems, the classification and rating of engine oils, diagnosis of engine oil leaks, compression loss, oil consumption, engine noise, and engine measurements. A four-cycle engine will be disassembled, measured, and assembled; making all necessary adjustments. The engine will run upon completion. SP

Corequisites: ASE 112, ASE 113

#### ASE 112 Upper Power Plant Systems

#### 2 Credits

Items to be covered include valve covers, gaskets, timing cover and seals, intake manifolds, cylinder heads, head surfaces, camshafts, valve guides, valve springs and retainers, timing chains and gears, rocker arms, pushrods, valves, and cam bearings. Areas of study include description, identification, failure analysis, disassembly, preparation for assembly, and assembly. SP

Corequisites: ASE 111, ASE 113

#### ASE 113 Lower Power Plant Systems

#### 2 Credits

Items to be covered include oil pan, motor mounts, oil and filter changing, detection of oil leaks, engine removal and replacement, disassembly and assembly procedures, parts cleaning, cylinders, main bearings and alignment, cam bearings, block surface, crankshaft, connecting rods and bearings, pistons, piston pins, oil pumps and soft plugs. Study will include description, identification, failure analysis, disassembly, inspection, measurements, preparation for assembly, and assembly. SP

Corequisites: ASE 111, ASE 112

#### ASE 163 Introduction to Automotive Electronics

#### 5 Credits

This course covers theory, principles, and operation of automotive electrical systems. Items covered are electrical terms, electrical current flow, magnetism, electrical current sources, conductors, insulators, circuit test instruments, circuit protection, switches, relays, solenoids, diodes, transistors, gauges, simple motors, induction coils, resistors, and capacitors. Testing of batteries, as well as testing, disassembly, inspection, and rebuilding or repair of generating systems and starting systems are included in this course. FA

#### ASE 214 Diesel Engine Rebuilding

#### 2 Credits

A complete engine rebuild will be performed including removal and replacement of the engine. Complete disassembly, measurement, preparation for assembly, and assembly will be covered. SP

Prerequisite: ASE 163

#### ASE 216 Diesel Engine Service

#### 2 Credits

This course is a complete study of the diesel engine, covering Cummins, Detroit, and other diesel engines. Diesel theory, troubleshooting, maintenance, and tune-up will be covered. SP

Prerequisites: ASE 111, ASE 112, ASE 113

#### ASE 266 Diesel Electrical Systems

#### 5 Credits

This course covers the electrical system as used on medium and heavy-duty trucks. Students registered for this class will have previously successfully completed ASE 163. This course is designed to cover the tasks required by ASE to complete test T6 Electrical and Electronic Systems. The content areas are: \*General Electrical Systems Diagnosis and review of Ohm's Law \*Electrical safety necessary while working with today's automotive and truck computer electronics \*Battery Diagnosis and Repair

- \*Starting System Diagnosis and Repair
- \*Charging System Diagnosis and Repair
- \*Lighting System Diagnosis and Repair
- \*Gauges and Warning Devices Diagnosis and Repair
- \*Related Electrical Components. FA

Prerequisite: ASE 163

#### ASE 284 Light Truck Diesel Fuel Injection Systems

#### 2 Credits

This course includes diesel theory, fuel, fuel system components, and operation. Topics include removal, replacement, and timing of fuel injection pumps. Injector nozzles of various styles are disassembled, repaired, and tested by the student. Minor fuel system problems are discussed. Students learn the theory of operation of distributor style injection pumps. Troubleshooting and resealing procedures will be demonstrated. SP

Prerequisite: ASE 292

#### ASE 289 Heavy Duty Diesel Fuel Injection Systems

2 Credits

More detailed training included is the fuel injection nozzles, including unit injectors. The study of Cummins, Detroit, and in

#### ATTACHMENT 3

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line style injection pumps with more detailed theory to provide the student with a better understanding of fuel injection systems for tune-up and troubleshooting capability. Pump operation with more detailed theory including bury cycle will assist the student to understand the system better for enhanced troubleshooting capability. Governors will be discussed and demonstrated. Final requirements for this course will include live work troubleshooting. SP Prerequisite: ASE 292

ASE 292 Computer Controls for Diesel Engines

5 Credits

This course covers computer engine controls and a study of how and why computers have been introduced into the trucking industry. Items covered will be the microcomputer, sensors, actuators, and wiring necessary for the proper function of the computers which are used to control modern diesel engines. Proper identification, location, function, and testing of these components will be stressed. The theory of operation and troubleshooting procedures for the diesel engine computer systems will be covered through a detailed study of diagnostic and engine management software provided by diesel engine manufacturers. SP

## PTE ATTACHMENT B

Please submit a sepa	rate PTE Attachment B for each option, certificate, or degree.	
<b>Date Submitted</b>	4/1/2013	
Institution	Eastern Idaho Technical College	
Program/Option Title	Diesel Technology/Diesel Heavy Drive Train Specialist	
•	Insert Program Name/Option Title (i.e. Business Technologies/Marketing and Management)	
Degree/Certificate	Postsecondary Technical Certificate	
	If a Certificate, indicate type (i.e. Technical, Advanced Technical or Postsecondary Technical)	
<b>CIP Code Number</b>	47.0699 (previous) 47.0605 (requested)	
CIP Code Title	Vehicle Maintenance and Repair Technologies, Other (previous)	
	Diesel Mechanics Technology/Technician (requested)	
TSA	National Automotive Student Skills Standards Assessment	
	STUDENT LEARNING OUTCOMES	
<ol> <li>Use current tech</li> </ol>	ning outcomes for the program nnical diagnostic procedures to diagnose and repair to industry drive train of heavy duty trucks and equipment.	
2. Demonstrate by	performing all safety procedures including the use of tools and ng all related shop activities.	
	current repair procedures and information from computer based	
	monstrate, and value attributes of professionalism.	
5. Properly prepare and clearly unde	e hand written and electronic documents that are accurate, legible, erstood.	
***************************************		

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## **COURSE SEQUENCE**

Course Prefix & Number	Course Title	Credits	Gen Ed/ Technical
ASE 131	Manual Drivetrain & Axles	2	Technical
ASE 163	Introduction to Automotive Electronics	5	Technical
ASE 233	Heavy Duty Drivetrain/Transmissions and Clutches	3	Technical
ASE 291	Fluid Power Systems	2	Technical
Total		12	

Summary	
General (Academic) Education	0
Technical Credits	12
Grand Total	12

## **COURSE TITLES, DESCRIPTIONS AND CREDITS**

List all technical course titles, descriptions, and credits for this program.

#### ASE 131 Manual Drivetrains & Axles

#### 2 Credits

The theory and principle of clutches, manual transmissions, drive lines (including U-joints), differential assemblies, and transaxles as used on cars and light trucks, both domestic and foreign, will be covered. 4x4 and AWD transfer cases, both single and double reduction units will also be covered. SP

#### ASE 163 Introduction to Automotive Electronics

#### 5 Credits

This course covers theory, principles, and operation of automotive electrical systems. Items covered are electrical terms, electrical current flow, magnetism, electrical current sources, conductors, insulators, circuit test instruments, circuit protection, switches, relays, solenoids, diodes, transistors, gauges, simple motors, induction coils, resistors, and capacitors. Testing of batteries, as well as testing, disassembly, inspection, and rebuilding or repair of generating systems and starting systems are included in this course. FA

## ASE 233 Heavy Duty Drive Train, Transmissions, and Clutches

#### 3 Credits

This course describes the component needs for a truck driveline and the procedures needed for inspecting, servicing, and lubricating universal joints. The eliminating of vibrations through correct phasing and driveline alignment is discussed. The students will learn the importance of drive line angles and how to measure and calculate them. Both hydraulic and electrical driveline retarders will be introduced. The students will learn how to identify the types of axles and combinations of axles as used in medium and heavy-duty trucks. They will be able to explain the function of a power divider and trace the flow of power through a tandem drive axle combination. They will be familiar with the various types of gears used for truck axles. Students will know the lubrication requirements and service procedures required for truck axles. Basic troubleshooting and repair of differential carriers will be taught. Students will demonstrate competence by disassembling

## **ATTACHMENT 3**

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and reassembling both power dividers and differential carriers. FA

Prerequisite: ASE 131

ASE 291 Fluid Power Systems

2 Credits

This unit of instruction covers in greater detail theory and application of fluid power systems. Component p arts and theory relationship to circuitry, diagnosis, and testing will be studied. Troubleshooting and repair of live work projects will be utilized as available. FA

## PTE ATTACHMENT B

Please submit a sepa	rate PTE Attachment B for each option, certificate, or degree.		
<b>Date Submitted</b>	4/1/2013		
Institution	Eastern Idaho Technical College		
Program/Option Title	Diesel Technology/Diesel Heavy Duty Brake Specialist		
	Insert Program Name/Option Title (i.e. Business Technologies/Marketing and Management)		
Degree/Certificate	Postsecondary Technical Certificate		
	If a Certificate, indicate type (i.e. Technical, Advanced Technical or Postsecondary Technical)		
<b>CIP Code Number</b>	47.0699 (previous) 47.0605 (requested)		
CIP Code Title	Vehicle Maintenance and Repair Technologies, Other (previous)		
	Diesel Mechanics Technology/Technician (requested)		
TSA	National Automotive Student Skills Standards Assessment		
	STUDENT LEARNING OUTCOMES		
List the student learn	ning outcomes for the program		
	nnical diagnostic procedures to diagnose and repair to industry ake system areas of heavy duty trucks and equipment.		
<ol><li>Demonstrate by</li></ol>	performing all safety procedures including the use of tools and		
	ng all related shop activities.  current repair procedures and information from computer based		
programs and written text.  4. Understand, demonstrate, and value attributes of professionalism.			
5. Properly prepare hand written and electronic documents that are accurate, le			
and clearly unde			

## **COURSE SEQUENCE**

Course Prefix & Number	Course Title	Credits	Gen Ed/ Technical
ASE 151	Automotive Brake Systems	2	Technical
ASE 163	Introduction to Automotive Electronics	5	Technical
ASE 253	Air Brake Systems	2	Technical
ASE 292	Computer Engine Controls for Diesel Engines	5	Technical
Tot	al	14	Ę

Summary	
General (Academic) Education	0
Technical Credits	14
Grand Total	14

## **COURSE TITLES, DESCRIPTIONS AND CREDITS**

List all technical course titles, descriptions, and credits for this program.

## ASE 151 Automotive Brake Systems

#### 2 Credits

This course covers the theory, principles, and operation of brake systems. Items covered are hydraulics as applied to brakes, brake fluid types and characteristics, master and wheel cylinder operation, disc brake caliper operation, brake system valving, operation of drum brakes, operation of disc brakes, operation of parking brakes, and operation of vacuum and hydraulic brake boosters. Inspection of brake components, adjustments, service, and minor repairs of brake systems are included in this course. SP

#### ASE 163 Introduction to Automotive Electronics

#### 5 Credits

This course covers theory, principles, and operation of automotive electrical systems. Items covered are electrical terms, electrical current flow, magnetism, electrical current sources, conductors, insulators, circuit test instruments, circuit protection, switches, relays, solenoids, diodes, transistors, gauges, simple motors, induction coils, resistors, and capacitors. Testing of batteries, as well as testing, disassembly, inspection, and rebuilding or repair of generating systems and starting systems are included in this course. FA

#### ASE 253 Air Brake Systems

#### 2 Credits

This course covers theory, principles of operation, and related math of both light-duty and heavy-duty trucks. This course also covers air brakes used on trucks and equipment. This course will cover cam, wedge, power-assist (hydrovac) brakes, and air brakes (air compressors, treadle valves, brake chambers, and components related to air brakes). Also an introduction to engine brakes and truck/trailer ABS is included. Troubleshooting and repairs will be performed on mock-up units and live work projects as they are available. FA

## **ATTACHMENT 3**

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ASE 292 Computer Controls for Diesel Engines

5 Credits

This course covers computer engine controls and a study of how and why computers have been introduced into the trucking industry. Items covered will be the microcomputer, sensors, actuators, and wiring necessary for the proper function of the computers which are used to control modern diesel engines. Proper identification, location, function, and testing of these components will be stressed. The theory of operation and troubleshooting procedures for the diesel engine computer systems will be covered through a detailed study of diagnostic and engine management software provided by diesel engine manufacturers. SP

## PTE ATTACHMENT B

Please submit a sepa	rate PTE Attachment B for each option, certificate, or degree.
Institution	Eastern Idaho Technical College
Program/Option Title	Diesel Technology/Diesel Heavy Duty Electrical Systems Specialist  Insert Program Name/Ontion Title (i.e. Pusiness
	Insert Program Name/Option Title (i.e. Business Technologies/Marketing and Management)
Degree/Certificate	Postsecondary Technical Certificate
	If a Certificate, indicate type (i.e. Technical, Advanced Technical or Postsecondary Technical)
<b>CIP Code Number</b>	47.0699 (previous) 47.0605 (requested)
CIP Code Title	Vehicle Maintenance and Repair Technologies, Other (previous)
	Diesel Mechanics Technology/Technician (requested)
TSA	National Automotive Student Skills Standards Assessment
	STUDENT LEARNING OUTCOMES
<ol> <li>Use current tech standards in the</li> </ol>	ning outcomes for the program inical diagnose and repair to industry electrical systems of heavy duty trucks and equipment.
2. Demonstrate by equipment during	performing all safety procedures including the use of tools and ag all related shop activities.
	current repair procedures and information from computer based
	monstrate, and value attributes of professionalism.
5. Properly prepare and clearly unde	e hand written and electronic documents that are accurate, legible, erstood.

## **COURSE SEQUENCE**

Course Prefix & Number	Course Title	Credits	Gen Ed/ Technical
ASE 163	Introduction to Automotive Electronics	5	Technical
ASE 266	Diesel Electrical Systems	5	Technical
ASE 292	Computer Engine Controls for Diesel Engines	5	Technical
Total		15	

Summary	
General (Academic) Education	0
Technical Credits	15
Grand Total	15

## COURSE TITLES, DESCRIPTIONS AND CREDITS

List all technical course titles, descriptions, and credits for this program.

ASE 163 Introduction to Automotive Electronics

#### 5 Credits

This course covers theory, principles, and operation of automotive electrical systems. Items covered are electrical terms, electrical current flow, magnetism, electrical current sources, conductors, insulators, circuit test instruments, circuit protection, switches, relays, solenoids, diodes, transistors, gauges, simple motors, induction coils, resistors, and capacitors. Testing of batteries, as well as testing, disassembly, inspection, and rebuilding or repair of generating systems and starting systems are included in this course. FA

#### ASE 266 Diesel Electrical Systems

#### 5 Credits

This course covers the electrical system as used on medium and heavy-duty trucks. Students registered for this class will have previously successfully completed ASE 163. This course is designed to cover the tasks required by ASE to complete test T6 Electrical and Electronic Systems. The content areas are: \*General Electrical Systems Diagnosis and review of Ohm's Law \*Electrical safety necessary while working with today's automotive and truck computer electronics \*Battery Diagnosis and Repair

- \*Starting System Diagnosis and Repair
- \*Charging System Diagnosis and Repair
- \*Lighting System Diagnosis and Repair
- \*Gauges and Warning Devices Diagnosis and Repair
- \*Related Electrical Components. FA

Prerequisite: ASE 163

#### ASE 292 Computer Controls for Diesel Engines

#### 5 Credits

This course covers computer engine controls and a study of how and why computers have been introduced into the trucking industry. Items covered will be the microcomputer, sensors, actuators, and wiring necessary for the proper

## **ATTACHMENT 3**

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function of the computers which are used to control modern diesel engines. Proper identification, location, function, and testing of these components will be stressed. The theory of operation and troubleshooting procedures for the diesel engine computer systems will be covered through a detailed study of diagnostic and engine management software provided by diesel engine manufacturers. SP

## PTE ATTACHMENT B

	rate PTE Attachment B for each option, certificate, or degree.			
Date Submitted	4/1/2013			
Institution	Eastern Idaho Technical College			
Program/Option Title	Diesel Technology/Diesel Heavy Duty Fuel Injection Specialist			
	Insert Program Name/Option Title (i.e. Business Technologies/Marketing and Management)			
Degree/Certificate	Postsecondary Technical Certificate			
	If a Certificate, indicate type (i.e. Technical, Advanced Technical or Postsecondary Technical)			
<b>CIP Code Number</b>	47.0699 (previous) 47.0605 (requested)			
CIP Code Title	Vehicle Maintenance and Repair Technologies, Other (previous)			
	Diesel Mechanics Technology/Technician (requested)			
TSA	National Automotive Student Skills Standards Assessment			
	STUDENT LEARNING OUTCOMES			
List the student learr	ning outcomes for the program			
	nnical diagnostic procedures to diagnose and repair to industry			
	sel fuel injection systems of heavy duty trucks and equipment.  performing all safety procedures including the use of tools and			
	ng all related shop activities.			
programs and w	current repair procedures and information from computer based written text.			
4. Understand, der	monstrate, and value attributes of professionalism.			
<ol><li>Properly prepare hand written and electronic documents that are accurate, legible, and clearly understood.</li></ol>				

## **COURSE SEQUENCE**

Course Prefix & Number	Course Title	Credits	Gen Ed/ Technical
ASE 163	Introduction to Automotive Electronics	5	Technical
ASE 266	Diesel Electrical Systems	5	Technical
ASE 284	Light Truck Diesel Fuel Injection Systems	2	Technical
ASE 289	Heavy Duty Diesel Fuel Injection Systems	2	Technical
ASE 292	Computer Engine Controls for Diesel Engines	5	Technical
Total		19	

Summary	
General (Academic) Education	0
Technical Credits	19
Grand Total	19

## **COURSE TITLES, DESCRIPTIONS AND CREDITS**

List all technical course titles, descriptions, and credits for this program.

ASE 163 Introduction to Automotive Electronics

#### 5 Credits

This course covers theory, principles, and operation of automotive electrical systems. Items covered are electrical terms, electrical current flow, magnetism, electrical current sources, conductors, insulators, circuit test instruments, circuit protection, switches, relays, solenoids, diodes, transistors, gauges, simple motors, induction coils, resistors, and capacitors. Testing of batteries, as well as testing, disassembly, inspection, and rebuilding or repair of generating systems and starting systems are included in this course. FA

#### ASE 266 Diesel Electrical Systems

#### 5 Credits

This course covers the electrical system as used on medium and heavy-duty trucks. Students registered for this class will have previously successfully completed ASE 163. This course is designed to cover the tasks required by ASE to complete test T6 Electrical and Electronic Systems. The content areas are: \*General Electrical Systems Diagnosis and review of Ohm's Law \*Electrical safety necessary while working with today's automotive and truck computer electronics \*Battery Diagnosis and Repair

- \*Starting System Diagnosis and Repair
- \*Charging System Diagnosis and Repair
- \*Lighting System Diagnosis and Repair
- \*Gauges and Warning Devices Diagnosis and Repair
- \*Related Electrical Components. FA

#### ASE 284 Light Truck Diesel Fuel Injection Systems

#### 2 Credits

This course includes diesel theory, fuel, fuel system components, and operation. Topics include removal, replacement, and timing of fuel injection pumps. Injector nozzles of various styles are disassembled, repaired, and tested by the student. Minor fuel system problems are discussed. Students learn the theory of operation of distributor style injection pumps.

Troubleshooting and resealing procedures will be demonstrated. SP

Prerequisite: ASE 292

#### ASE 289 Heavy Duty Diesel Fuel Injection Systems

#### 2 Credits

More detailed training included is the fuel injection nozzles, including unit injectors. The study of Cummins, Detroit, and in line style injection pumps with more detailed theory to provide the student with a better understanding of fuel injection systems for tune-up and troubleshooting capability. Pump operation with more detailed theory including bury cycle will assist the student to understand the system better for enhanced troubleshooting capability. Governors will be discussed and demonstrated. Final requirements for this course will include live work troubleshooting. SP

Prerequisite: ASE 292

#### ASE 292 Computer Controls for Diesel Engines

#### 5 Credits

This course covers computer engine controls and a study of how and why computers have been introduced into the trucking industry. Items covered will be the microcomputer, sensors, actuators, and wiring necessary for the proper function of the computers which are used to control modern diesel engines. Proper identification, location, function, and testing of these components will be stressed. The theory of operation and troubleshooting procedures for the diesel engine computer systems will be covered through a detailed study of diagnostic and engine management software provided by diesel engine manufacturers. SP

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IRSA TAB 4 Page 50

# **Idaho State Board of Education**

Proposal for Other Academic Program Activity and Professional-Technical Education

Date of Proposal Submission:	July 15, 2013			
Institution Submitting Proposal:	Eastern Idaho Technical College			
Name of College, School, or Division:	Trades and Industry			
Name of Department(s) or Area(s):	Automotive Tec	chnology		580
Program Identification for Proposed	New, Modified, o	r Discontinued Program:		
Title:	Automotive Tec		٠	
Degree:	A.A.S., ATC, TC	C, PSTC		
Method of Delivery:	Lecture and Lab	)		
CIP code (consult IR /Registrar)	47.0604			
Proposed Starting Date:	Immediately			
Indicate if the program is:	X Regional Re	esponsibility	Statewide Responsibilit	ty
New Program (minor/option/emphasis     New Off-Campus Instructional Progra     New Instructional/Research Unit     Contract Program/Collaborative		Consolidation of an Exis Expansion of an Exis Other		
College Dean (Institution)	Date	Vice President for Resea	rch (as Date	. 12
Graduate Dean (as applicable)	Date 7/9//3	State Administrator, SDF (as applicable)	PTE Date	ļ
Chief Fiscal Officer (Institution)	Date 1/9/13	Academic Affairs Progra	m Manager Date	;
Chief Academic Officer (Institution)	Date 3 - 29 - 13	Chief Academic Officer,	OSBE Date	;
President	Date	SBOE/OSBE Approval	Date	)

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.

The Automotive Technology and Diesel Technology options have been under a program title of MECHANICAL TRADES with CIP 47.0699. Each year we report IPEDS the CIP codes do not match well with the combined CIP 47.0699.

We are proposing an organizational change as follows: 1) The Automotive Technology option will be converted to a stand-alone program with CIP 47.0604; and 2) the Diesel Technology option will be converted to a stand-alone program with CIP 47.0605. The Automotive and Diesel options currently listed under the Mechanical Trades program will be listed under each new program with no changes to titles or curriculum.

These changes will allow more alignment with the federal reporting CIP codes definitions.

- 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.
- 1) Use current technical diagnostic procedures to diagnose and repair to industry standards all eight areas of modern automobile and light trucks.
- 2) Demonstrate by performing all safety procedures including the use of tools and equipment during all related shop activities.
- 3) Locate and use current repair procedures and information from computer based programs and written text.
- 4) Understand, demonstrate, and value attributes of professionalism.
- 5) Properly prepare hand written and electronic documents that are accurate, legible and clearly understood.
- 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.

EITC has developed a program advisory committee to review program curriculum, equipment and supply needs and educational materials required to conduct this program. The State of Idaho and EITC have adopted the eight Automotive Service Excellence (ASE) areas as guidelines for our Automotive Technology program. Our program meets the criteria for certification in each of the eight areas of study listed by the National Automotive Technicians Education Foundation (NATEF). All instructors in the Automotive Technology program are Automotive Service Excellence (ASE) Master certified.

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.

No new courses will be added to the curriculum.

5.	Please provide the program completion requirements and attach to this proposal as Appendix A. This
	guestion is not applicable to requests for discontinuance.

See attached Attachment B forms.

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.

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	•		
บเ			

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.

Enrollment projections are based on past enrollment. This request does not create a new program; rather it takes the existing Mechanical Trades program and assigns separate CIP codes to Automotive Technology and Diesel Technology

Page 3

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.

\*Graduation rates appear low because students are waiting to receive their AAS degree

Institution	Relevar	it Enrollme	ent Data	Number of Graduates		luates	Graduate Rate
	Current	Year 1 Previous	Year 2 Previous	Current	Year 1 Previous	Year 2 Previous	
BSU							
CSI							
CWI							
EITC	32	32	35	9	9	6	24%
ISU							
LCSC							
NIC							
UI							

- 9. Will this program reduce enrollments in other programs at your institution? If so, please explain.
  - No. This is a CIP code change only. Enrollment will be unchanged.
- 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.

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. This question is not applicable to requests for discontinuance.

	Year 1	Year 2	Year 3	Total
Region	75	85	96	256
State	1606	1830	2086	5522
Nation	251,836	287,093	327,286	866,215

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**.

**US Department of Labor Projections** 

b. Describe how the proposed change will act to stimulate the state economy by advancing the field, providing research results, etc.

This program will provide trained technicians needed to fill local job vacancies, thus decreasing the local unemployment rate and providing income for residents to stimulate the state economy.

c. Is the program primarily intended to meet needs other than employment needs, if so, please provide a brief rationale.

No

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.

No

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.

This request aligns with the Idaho Division of Professional Technical Education's Strategic plan, goals, performance measures and bench marks.

EITC's role and mission is to provide postsecondary professional technical education for students who plan to enter employment and for incumbent workers who desire to upgrade and enhance their occupational skills. The College is also committed to promoting economic progress in eastern Idaho by meeting employer needs for skilled workers.

13. 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 Mission	Proposed Program Plans to Achieve the Goal
Achieve a comprehensive curriculum that prepares students for entering the workforce	Curriculum adopts the eight Automotive Service Excellence (ASE) areas as guidelines.
Educating all students through progressive and proven educational philosophies	Program meets the criteria for certification in each of the eight areas of study listed by the National Automotive Technicians Education Foundation (NATEF).
Provide high quality education and state-of-the- art facilities and equipment	All instructors in the program are ASE Master certified. Troubleshooting and repair experiences are performed on mock-ups and live work projects in the College lab.

		ogram in your institution's Five-Year plan? Indicate below. This question is no	ot
аррисавіе то	request	for discontinuance.	
Yes	No	X	

If not on your institution's Five-Year plan, provide a justification for adding the program.

This request does not create a new program; rather it takes the existing Mechanical Trades program and assigns separate CIP codes to Automotive Technology and Diesel Technology

This request does not create a new program. It will implement a CIP code change to split our existing Mechanical Trades Program into separate Automotive Technology and Diesel Technology programs.

**16. Program Resource Requirements.** Using the <u>Excel spreadsheet</u> 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, reassignments).

(Other Program Activity PTE) July 9, 2013 Page 1

Program Proposal Budget Template

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.

# Automotive Technology

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 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 the proposed discontinuance to include impacts to faculty (i.e., salary savings, re-assignments).

A. REVENUE		`	14	¥	15	F	16	Cumulat	Cumulative Total
		On-going	One-time	On-going	One-time	On-going	One-time	On-going	One-time
1. Appropriated (Reallocation)	ation)	\$168,491.00						\$168,491.00	\$0.00
2. Appropriated (New)								\$0.00	\$0.00
3. Federal							20	\$0.00	\$0.00
4. Tuition								\$0.00	\$0.00
5. Student Fees	,							\$0.00	\$0.00
6. Other (Specify)								\$0.00	\$0.00
Tot	al Revenue	Total Revenue \$168,491.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$168,491.00	\$0.00
B. EXPENDITURES		2	41	¥	15	Ŧ	16	Cumulat	Cumulative Total
		:							
		On-going	One-time	On-going	One-time	On-going	One-time	On-going	One-time
1. Personnel	•	\$148,731.00						\$148,731.00	\$0.00
2. Operating		\$12,260.00						\$12,260.00	\$0.00
3. Equipment		\$7,500.00						\$7,500.00	\$0.00
4. Facilities								\$0.00	\$0.00
5. Other (Specify)								\$0.00	\$0.00
Total Ex	rpenditures	Total Expenditures         \$168,491.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$168,491.00	\$0.00
Net Inco	Net Income (Deficit)	ĺ	\$0.00		\$0.00		\$0.00		\$0.00

# PTE ATTACHMENT B

Please submit a sepa <b>Date Submitted</b>	rate PTE Attachment B for each option, certificate, or degree.		
Institution	Eastern Idaho Technical College		
Program/Option Title	Automotive Technology/Automotive Technology		
	Insert Program Name/Option Title (i.e. Business Technologies/Marketing and Management)		
Degree/Certificate	Associate of Applied Science		
	If a Certificate, indicate type (i.e. Technical, Advanced Technical or Postsecondary Technical)		
<b>CIP Code Number</b>	47.0699 (previous) 47.0604 (requested)		
CIP Code Title	Vehicle Maintenance and Repair Technologies, Other (previous)		
	Automobile/Automotive Mechanics Technology/Technician (requested)		
TSA	National Automotive Student Skills Standards Assessment		
	STUDENT LEARNING OUTCOMES		
1. Use current technica	ning outcomes for the program al diagnostic procedures to diagnose and repair to industry as of modern automobile and light trucks		
2. Demonstrate by per equipment during all re	forming all safety procedures including the use of tools and elated shop activities.		
	ent repair procedures and information from computer based		
	strate, and value attributes of profesionalism.		
5. Properly prepare ha clearly understood.	nd written and electronic documents that are accurate, legible and		

# **COURSE SEQUENCE**

	FALL SEMESTER (15 Weeks)		
Course Prefix & Number	Course Title	Credits	Gen Ed/ Technical
ASE 141	Automotive Suspension & Steering Systems	2	Technical
ASE 163	Introduction to Automotive Electronics	5	Technical
ASE 172	Basic Heating and Air Conditioning	4	Technical
ASE 185	Ignition Systems	2	Technical
MAT 110	Technical Mathematics	3	Technical
MTD 101	Industrial Safety and Report Writing	3	Technical
Tot	tal	19	

SP	RING SEMESTER (15 Weeks)		
Course Prefix & Number	Course Title	Credits	Gen Ed/ Technical
ASE 111	Basic Power Plant Systems	2	Technical
ASE 112	Upper Power Plant Systems	2	Technical
ASE 113	Lower Power Plant Systems	2	Technical
ASE 121	Automatic Transmission	3	Technical
ASE 131	Manual Drivetrain & Axles	2	Technical
ASE 151	Automotive Brake Systems	2	Technical
ENG 101	English Composition	3	Gen Ed
Total		16	

SU	IMMER SEMESTER (8 Weeks)		
Course Prefix & Number	Course Title	Credits	Gen Ed/ Technical
PSY 101 OR SOC 101	Intro to Psychology or Sociology	3	Gen Ed
	General Education Elective	3	Gen Ed
Total		6	

	FALL SEMESTER (15 Weeks)		
Course Prefix & Number	Course Title	Credits	Gen Ed/ Technical
ASE 221	Computer Controlled Automatic Transmissions	3	Technical
ASE 242	Advanced Suspension & Steering Systems	2	Technical

ASE 252	Antilock & Power Brake Systems	2	Technical
ASE 262	Automotive Electronics	2	Technical
ASE 264	Advanced Automotive Electronic	3	Technical
	Component Testing and Safety		
ASE 272	Advanced Heating and Air	2	Technical
	Conditioning		
COM 101	Fundamentals of Speech	3	Gen Ed
Total		17	

	SPRING SEMESTER (15 Weeks)		
Course Prefix & Number	Course Title	Credits	Gen Ed/ Technical
ASE 102	Workplace Technical Skills	3	Technical
ASE 184	Basic Computer Controlled Engines Systems	2	Technical
ASE 285	Gasoline Fuel Injection Systems	3	Technical
ASE 286	Computer Controlled Engines Systems	3	Technical
ASE 287	Emission Control Systems	3	Technical
ASE 288	On Board Diagnostics II	1	Technical
ASE 294	Automotive Trends	3	Technical
Т	otal	18	

	NIGHT COURSE (any semester)		
Course Prefix & Number	Course Title	Credits	Gen Ed/ Technical
MAT 123	Mathematics in Modern Society	3	Gen Ed

Summary (68 weeks)		
General (Academic) Education	15	
Technical Credits	64	
Grand Total	79	

# **COURSE TITLES, DESCRIPTIONS AND CREDITS**

List all technical course titles, descriptions, and credits for this program.

ASE 141 Automotive Suspension & Steering Systems

2 Credits

Covered in this course are theory, adjustment, and repair of manual steering systems, front and rear suspension systems, basic four-wheel alignment, wheel balancing (both statically and dynamically), tires, and wheel bearings, The student will use our wheel alignment and tire service equipment. FA

#### ASE 163 Introduction to Automotive Electronics

#### 5 Credits

This course covers theory, principles, and operation of automotive electrical systems. Items covered are electrical terms, electrical current flow, magnetism, electrical current sources, conductors, insulators, circuit test instruments, circuit protection, switches, relays, solenoids, diodes, transistors, gauges, simple motors, induction coils, resistors, and capacitors. Testing of batteries, as well as testing, disassembly, inspection, and rebuilding or repair of generating systems and starting systems are included in this course. FA

#### ASE 172 Basic Heating & Air Conditioning

#### 4 Credits

This Course covers safety, basic theory, operation, maintenance, testing, and repair of water pumps, cooling fans and drive clutches, drive belts, coolant/antifreeze, radiators, radiator caps, recovery systems, heater controls, heater cores, heater hoses and clamps, A/C compressors and clutches, evaporators, condensers, receiver dryers, accumulator dryers, TXVs, orifice tubes, and various other control systems. Proper use of specialized diagnostic equipment and tools is included. FA Prerequisite: ASE 163

#### ASE 185 Ignition Systems

#### 2 Credits

Covered in this course are the purpose, theory, and fundamentals of standard and modern electronic ignition systems, tune-up procedures and analyzing, testing, diagnosing, and proper repair of ignition systems. The key fundamentals of the ignition system and its components and functions will be covered. Safe testing procedures to diagnose the ignition system to include: compression tests, starter draw tests, cylinder output/balance tests, basic scan-tool tests, and the use of the automotive oscilloscope will be stressed and practiced. FA

Prerequisite: ASE 163

#### MAT 110 Technical Mathematics

#### 3 Credits

This course is designed as a basic mathematics course for students in auto and diesel programs. Students will evaluate electrical and hydraulic systems, calculate power transfer and explore personal finance. FA Prerequisite: A COMPASS pre-algebra score >30

#### MTD 101 Industrial Safety & Report Writing

#### 3 Credits

This course is offered as an introduction to the Mechanical Trades programs. All new Trades and Industry students are required to take this course prior to working in the live work labs. Included in this course are hand and power tools, both welding and mechanical; their identification and proper use and safety. Drill bit sharpening, tube flaring, use of hacksaws, chisels, punches, taps and dies, easy-outs, and other related tools are covered. Red Cross First Aid and CPR will be provided, hazardous communication, and "Right to Know" CFR 10:10.1200 is covered. Work order preparation, and industrial report writing, covers the 4 C's of warranty reports writing: complaint, cause, correction, and coverage. FA/SP

#### ASE 111 Basic Power Plant Systems

#### 2 Credits

This course is an in-depth study of the internal combustion engine. Items to be covered include four-cycle theory, power development in the internal combustion engine, cylinder arrangement, valve train arrangement, displacement, compression ratio, engine components and their function, lubricating systems, the classification and rating of engine oils, diagnosis of engine oil leaks, compression loss, oil consumption, engine noise, and engine measurements. A four-cycle engine will be disassembled, measured, and assembled; making all necessary adjustments. The engine will run upon completion. SP

Corequisites: ASE 112, ASE 113

## ASE 112 Upper Power Plant Systems

#### 2 Credits

Items to be covered include valve covers, gaskets, timing cover and seals, intake manifolds, cylinder heads, head surfaces, camshafts, valve guides, valve springs and retainers, timing chains and gears, rocker arms, pushrods, valves, and cam

bearings. Areas of study include description, identification, failure analysis, disassembly, preparation for assembly, and assembly. SP

Corequisites: ASE 111, ASE 113

#### ASE 113 Lower Power Plant Systems

#### 2 Credits

Items to be covered include oil pan, motor mounts, oil and filter changing, detection of oil leaks, engine removal and replacement, disassembly and assembly procedures, parts cleaning, cylinders, main bearings and alignment, cam bearings, block surface, crankshaft, connecting rods and bearings, pistons, piston pins, oil pumps and soft plugs. Study will include description, identification, failure analysis, disassembly, inspection, measurements, preparation for assembly, and assembly. SP

Corequisites: ASE 111, ASE 112

#### **ASE 121 Automatic Transmissions**

#### 3 Credits

This course covers theory, operation, and principles of automatic transmissions. Items covered are fluid couplings, torque converters, planetary gear systems, hydraulic and electrical control systems, and transmission lubricating and cooling systems. Minor adjustments, transmission tune-up service, replacement, repairs, and diagnosis are included in this course. SP

#### ASE 131 Manual Drivetrains & Axles

#### 2 Credits

The theory and principle of clutches, manual transmissions, drive lines (including U-joints), differential assemblies, and transaxles as used on cars and light trucks, both domestic and foreign, will be covered. 4x4 and AWD transfer cases, both single and double reduction units will also be covered. SP

#### ASE 151 Automotive Brake Systems

#### 2 Credits

This course covers the theory, principles, and operation of brake systems. Items covered are hydraulics as applied to brakes, brake fluid types and characteristics, master and wheel cylinder operation, disc brake caliper operation, brake system valving, operation of drum brakes, operation of disc brakes, operation of parking brakes, and operation of vacuum and hydraulic brake boosters. Inspection of brake components, adjustments, service, and minor repairs of brake systems are included in this course. SP

#### ASE 221 Computer Controlled Automatic Transmissions

#### 3 Credits

This course covers diagnosis and correction of major problems in automatic transmissions such as fluid leaks, transmission slipping, transmission lock-up, and shifting problems. Major diagnosis, repair, and overhaul of automatic transmissions are included in this course. FA

Prerequisite: ASE 121

#### ASE 242 Advanced Suspension and Steering Systems

#### 2 Credits

Major repair of power steering components, pumps, gears, cylinders, individual and integral units, rack and pinion steering (both standard and power), complete suspension overhaul, four-wheel alignment, and balance is emphasized. FA Prerequisite: ASE 141

#### ASE 252 Antilock & Power Brake Systems

#### 2 Credits

This course covers diagnosis and repair of major problems in brake systems. Items included are brake system leaks, fluid contamination, and major repair of drum and disc brake systems. Diagnosis, repair, replacement, overhaul, resurfacing of brake drums, disc rotors, and skid control systems are covered. All components of the brake system are included in this course. FA

Prerequisite: ASE 151

#### **ASE 262 Automotive Electronics**

#### 2 Credits

This course covers theory, operation, and principles of automotive body electrical systems. Items covered are wiring diagrams and harnesses, windshield wipers, dash components, speed controls, power seats, power windows, horns, printed circuits, seat belt interlocks, fusible links, power door locks, external and internal lighting systems, and other components of the body electrical system. Testing, replacement, and repair of body electrical systems and wiring harnesses are included in this course. FA

Prerequisite: ASE 163

#### ASE 264 Advanced Automotive Electronic Component Testing & Safety

#### 3 Cradite

This course covers a review of Ohm's Law and its application to the modern-day computer systems. There will be a review of alternators, starters, and an introduction to the automotive security systems used on today's automobiles. The main emphasis of this course will be theory, operation, and testing of the electronic components which support the automotive computer. A section of electronic safety while working with today's automotive computer is included. How to repair the sensitive components without serious damage to the component or the technician will be covered in this section. FA Prerequisite: ASE 262

## ASE 272 Advanced Heating & Air Conditioning

#### 2 Credits

This course reviews safety, the basic theory, operation, maintenance, testing, and repair of heating and air conditioning components and systems. It is a comprehensive study of different diagnostic practices and approaches for the proper repair of the modern automotive and diesel industry heating and air conditioning systems. Emphasis will be on the proper use of test equipment to avoid damage to the HVAC system, the specialized tools, and the technician. FA Prerequisite: ASE 172.

#### ASE 102 Workplace Technical Skills

## 3 Credits

This course introduces students to personal and work related strategies for seeking and keeping employment. This includes an employment plan, cover letter, resume and interview. Students will study professionalism, teamwork, how to properly dress for an interview, how to accept a job, and how to interact with employers and other employees. Students will also be introduced to warranty report writing, work orders, estimates, and how technicians are compensated. Students will be introduced to different types of communications. Students will learn how to tell the difference between technical and people skills. Students will set short and long term goals. SP

#### ASE 184 Basic Computer Controlled Engine Systems

## 2 Credits

This course is an introduction to computer engine controls and a study of how and why computers have been introduced into the automotive industry. Items covered will be the microcomputer, sensors, actuators, and wiring which are necessary for the proper function of the computer. Proper identification, location, function, and testing of these components will be stressed. SP

Prerequisite: ASE 185

#### ASE 285 Gasoline Fuel Injection Systems

#### 3 Credits

This course covers components and functions, diagnosis, replacement, repair, and overhaul of major problems in the gasoline fuel injection system. Items covered are fuel pump pressure, flow and pressure regulator tests, identification of various components and types of gasoline fuel injection systems. Safe-testing, overhauling and component replacement procedures within the system are covered. Students will receive both lecture and hands-on practical applications. SP Prerequisite: ASE 286

#### ASE 286 Computer Controlled Engine Systems

3 Credits

This course covers the basic operation of a microcomputer, how binary numbers are used in the computer, the function of a microprocessor or how a microcomputer is programmed to control ignition timing, fuel air ratio, and exhaust emissions, theory of operation, troubleshooting, tune-up procedures, diagnosis and repair of all major manufacturers. Electronic Engine Control systems will be covered. SP

Prerequisite: ASE 184

#### ASE 287 Emission Control Systems

#### 3 Credits

A comprehensive study of service repair and installation of emission controls in the following areas: crankcase, ventilation systems, fuel evaporation emission control systems, air inlet temperature control systems, spark timing control devices, air pumps and air pulse systems, temperature sensing, vacuum valves and switches, exhaust gas recirculation systems, catalytic converters (both single and three-way), and computer controlled systems. Use of proper test equipment to meet Federal Clean Air Standards is also covered. SP

Prerequisite: ASE 286

#### ASE 288 On Board Diagnostics II

#### 1 Credit

On-Board Diagnostics II is a study of developments in the control and diagnostics of all the computerized engine systems. This course is a study of the functions, the terminology and of the diagnostics self-test capabilities of the modern automobile. Students will receive both lecture and hands-on practical applications of the control built into today's automobiles. SP

Prerequisite: ASE 287

#### ASE 294 Automotive Trends

#### 3 Credits

This course is designed to cover current and future automotive trends. The information in this class is designed to keep the entry level technician apprised of some of the technology they may expect to see in the automotive repair industry. Some of the topics will include Alternative Fuel Sources, Hybrids and Hybrid Technologies, and Fuel Cell technology. SP

Prerequisite: ASE 288

## PTE ATTACHMENT B

Please submit a separ	rate PTE Attachment B for each option, certificate, or degree.		
<b>Date Submitted</b>	4/1/2013		
Institution	Eastern Idaho Technical College		
Program/Option Title	Automotive Technology/Automotive Technology		
	Insert Program Name/Option Title (i.e. Business Technologies/Marketing and Management)		
Degree/Certificate	Advanced Technical Certificate		
20g. 00, 00. aoa.o			
	If a Certificate, indicate type (i.e. Technical, Advanced Technical or Postsecondary Technical)		
<b>CIP Code Number</b>	47.0699 (previous) 47.0604 (requested)		
CIP Code Title	Vehicle Maintenance and Repair Technologies, Other (previous)		
	Automobile/Automotive Mechanics Technology/Technician (requested)		

## STUDENT LEARNING OUTCOMES

National Automotive Student Skills Standards

List the student learning outcomes for the program

Assessment

- 1. Use current technical diagnostic procedures to diagnose and repair to industry standards all eight areas of modern automobile and light trucks
- 2. Demonstrate by performing all safety procedures including the use of tools and equipment during all related shop activities.
- 3. Locate and use current repair procedures and information from computer based programs and written text.
- 4. Understand, demonstrate, and value attributes of profesionalism.
- 5. Properly prepare hand written and electronic documents that are accurate, legible and clearly understood.

**TSA** 

# **COURSE SEQUENCE**

FALL SEMESTER (15 Weeks)			
Course Prefix & Number	Course Title	Credits	Gen Ed/ Technical
ASE 141	Automotive Suspension & Steering Systems	2	Technical
ASE 163	Introduction to Automotive Electronics	5	Technical
ASE 172	Basic Heating and Air Conditioning	4	Technical
ASE 185	Ignition Systems	2	Technical
MAT 110	Technical Mathematics	3	Gen Ed
MTD 101	Industrial Safety and Report Writing	3	Technical
Tot	cal	19	

	SP	RING SEMESTER (15 Weeks)		
Course Prefix & Number		Course Title	Credits	Gen Ed/ Technical
ASE 111		Basic Power Plant Systems	2	Technical
ASE 112		Upper Power Plant Systems	2	Technical
ASE 113		Lower Power Plant Systems	2	Technical
ASE 121		Automatic Transmission	3	Technical
ASE 131		Manual Drivetrain & Axles	2	Technical
ASE 151		Automotive Brake Systems	2	Technical
T	otal		13	

FALL SEMESTER (15 Weeks)			
Course Prefix & Number	Course Title	Credits	Gen Ed/ Technical
ASE 221	Computer Controlled Automatic Transmissions	3	Technical
ASE 242	Advanced Suspension & Steering Systems	2	Technical
ASE 252	Antilock & Power Brake Systems	2	Technical
ASE 262	Automotive Electronics	2	Technical
ASE 264	Advanced Automotive Electronic Component Testing and Safety	3	Technical
ASE 272	Advanced Heating and Air Conditioning	2	Technical
Total		14	

SPRING SEMESTER (15 Weeks)	

Course Prefix & Number	Course Title	Credits	Gen Ed/ Technical
ASE 102	Workplace Technical Skills	3	Gen Ed*
ASE 184	Basic Computer Controlled Engines Systems	2	Technical
ASE 285	Gasoline Fuel Injection Systems	3	Technical
ASE 286	Computer Controlled Engines Systems	3	Technical
ASE 287	Emission Control Systems	3	Technical
ASE 288	On Board Diagnostics II	1	Technical
ASE 294	Automotive Trends	3	Technical
Tot	tal	18	

\*Denotes a Technical Education course with embedded General Education outcomes.

Summary (60 weeks)	
General (Academic) Education	6**
Technical Credits	58
Grand Total	64

\*\*ASE 102 (3 credits) contains general education outcomes satisfying communication (3 credits) and human relations (3 credits).

# **COURSE TITLES, DESCRIPTIONS AND CREDITS**

List all technical course titles, descriptions, and credits for this program.

ASE 141 Automotive Suspension & Steering Systems

2 Credits

Covered in this course are theory, adjustment, and repair of manual steering systems, front and rear suspension systems, basic four-wheel alignment, wheel balancing (both statically and dynamically), tires, and wheel bearings, The student will use our wheel alignment and tire service equipment. FA

ASE 163 Introduction to Automotive Electronics

5 Credits

This course covers theory, principles, and operation of automotive electrical systems. Items covered are electrical terms, electrical current flow, magnetism, electrical current sources, conductors, insulators, circuit test instruments, circuit protection, switches, relays, solenoids, diodes, transistors, gauges, simple motors, induction coils, resistors, and capacitors. Testing of batteries, as well as testing, disassembly, inspection, and rebuilding or repair of generating systems and starting systems are included in this course. FA

ASE 172 Basic Heating & Air Conditioning

4 Credits

This Course covers safety, basic theory, operation, maintenance, testing, and repair of water pumps, cooling fans and drive clutches, drive belts, coolant/antifreeze, radiators, radiator caps, recovery systems, heater controls, heater cores, heater hoses and clamps, A/C compressors and clutches, evaporators, condensers, receiver dryers, accumulator dryers, TXVs,

orifice tubes, and various other control systems. Proper use of specialized diagnostic equipment and tools is included. FA Prerequisite: ASE 163

#### ASE 185 Ignition Systems

2 Credits

Covered in this course are the purpose, theory, and fundamentals of standard and modern electronic ignition systems, tune-up procedures and analyzing, testing, diagnosing, and proper repair of ignition systems. The key fundamentals of the ignition system and its components and functions will be covered. Safe testing procedures to diagnose the ignition system to include: compression tests, starter draw tests, cylinder output/balance tests, basic scan-tool tests, and the use of the automotive oscilloscope will be stressed and practiced. FA

Prerequisite: ASE 163

#### MTD 101 Industrial Safety & Report Writing

3 Credits

This course is offered as an introduction to the Mechanical Trades programs. All new Trades and Industry students are required to take this course prior to working in the live work labs. Included in this course are hand and power tools, both welding and mechanical; their identification and proper use and safety. Drill bit sharpening, tube flaring, use of hacksaws, chisels, punches, taps and dies, easy-outs, and other related tools are covered. Red Cross First Aid and CPR will be provided, hazardous communication, and "Right to Know" CFR 10:10.1200 is covered. Work order preparation, and industrial report writing, covers the 4 C's of warranty reports writing: complaint, cause, correction, and coverage. FA/SP

#### ASE 111 Basic Power Plant Systems

2 Credits

This course is an in-depth study of the internal combustion engine. Items to be covered include four-cycle theory, power development in the internal combustion engine, cylinder arrangement, valve train arrangement, displacement, compression ratio, engine components and their function, lubricating systems, the classification and rating of engine oils, diagnosis of engine oil leaks, compression loss, oil consumption, engine noise, and engine measurements. A four-cycle engine will be disassembled, measured, and assembled; making all necessary adjustments. The engine will run upon completion. SP

Corequisites: ASE 112, ASE 113

#### ASE 112 Upper Power Plant Systems

2 Credits

Items to be covered include valve covers, gaskets, timing cover and seals, intake manifolds, cylinder heads, head surfaces, camshafts, valve guides, valve springs and retainers, timing chains and gears, rocker arms, pushrods, valves, and cam bearings. Areas of study include description, identification, failure analysis, disassembly, preparation for assembly, and assembly. SP

Corequisites: ASE 111, ASE 113

#### ASE 113 Lower Power Plant Systems

2 Credits

Items to be covered include oil pan, motor mounts, oil and filter changing, detection of oil leaks, engine removal and replacement, disassembly and assembly procedures, parts cleaning, cylinders, main bearings and alignment, cam bearings, block surface, crankshaft, connecting rods and bearings, pistons, piston pins, oil pumps and soft plugs. Study will include description, identification, failure analysis, disassembly, inspection, measurements, preparation for assembly, and assembly. SP

Corequisites: ASE 111, ASE 112

#### ASE 121 Automatic Transmissions

3 Credits

This course covers theory, operation, and principles of automatic transmissions. Items covered are fluid couplings, torque converters, planetary gear systems, hydraulic and electrical control systems, and transmission lubricating and cooling systems. Minor adjustments, transmission tune-up service, replacement, repairs, and diagnosis are included in this course. SP

#### ASE 131 Manual Drivetrains & Axles

#### 2 Credits

The theory and principle of clutches, manual transmissions, drive lines (including U-joints), differential assemblies, and transaxles as used on cars and light trucks, both domestic and foreign, will be covered. 4x4 and AWD transfer cases, both single and double reduction units will also be covered. SP

#### ASE 151 Automotive Brake Systems

#### 2 Credits

This course covers the theory, principles, and operation of brake systems. Items covered are hydraulics as applied to brakes, brake fluid types and characteristics, master and wheel cylinder operation, disc brake caliper operation, brake system valving, operation of drum brakes, operation of disc brakes, operation of parking brakes, and operation of vacuum and hydraulic brake boosters. Inspection of brake components, adjustments, service, and minor repairs of brake systems are included in this course. SP

#### ASE 221 Computer Controlled Automatic Transmissions

#### 3 Credits

This course covers diagnosis and correction of major problems in automatic transmissions such as fluid leaks, transmission slipping, transmission lock-up, and shifting problems. Major diagnosis, repair, and overhaul of automatic transmissions are included in this course. FA

Prerequisite: ASE 121

#### ASE 242 Advanced Suspension and Steering Systems

#### 2 Credits

Major repair of power steering components, pumps, gears, cylinders, individual and integral units, rack and pinion steering (both standard and power), complete suspension overhaul, four-wheel alignment, and balance is emphasized. FA Prerequisite: ASE 141

## ASE 252 Antilock & Power Brake Systems

#### 2 Credits

This course covers diagnosis and repair of major problems in brake systems. Items included are brake system leaks, fluid contamination, and major repair of drum and disc brake systems. Diagnosis, repair, replacement, overhaul, resurfacing of brake drums, disc rotors, and skid control systems are covered. All components of the brake system are included in this course. FA

Prerequisite: ASE 151

#### **ASE 262 Automotive Electronics**

#### 2 Cradite

This course covers theory, operation, and principles of automotive body electrical systems. Items covered are wiring diagrams and harnesses, windshield wipers, dash components, speed controls, power seats, power windows, horns, printed circuits, seat belt interlocks, fusible links, power door locks, external and internal lighting systems, and other components of the body electrical system. Testing, replacement, and repair of body electrical systems and wiring harnesses are included in this course. FA

Prerequisite: ASE 163

#### ASE 264 Advanced Automotive Electronic Component Testing & Safety

#### 3 Credits

This course covers a review of Ohm's Law and its application to the modern-day computer systems. There will be a review of alternators, starters, and an introduction to the automotive security systems used on today's automobiles. The main emphasis of this course will be theory, operation, and testing of the electronic components which support the automotive computer. A section of electronic safety while working with today's automotive computer is included. How to repair the sensitive components without serious damage to the component or the technician will be covered in this section. FA Prerequisite: ASE 262

#### ASE 272 Advanced Heating & Air Conditioning

#### 2 Credits

This course reviews safety, the basic theory, operation, maintenance, testing, and repair of heating and air conditioning components and systems. It is a comprehensive study of different diagnostic practices and approaches for the proper repair of the modern automotive and diesel industry heating and air conditioning systems. Emphasis will be on the proper use of test equipment to avoid damage to the HVAC system, the specialized tools, and the technician. FA Prerequisite: ASE 172.

#### ASE 102 Workplace Technical Skills

#### 3 Credits

This course introduces students to personal and work related strategies for seeking and keeping employment. This includes an employment plan, cover letter, resume and interview. Students will study professionalism, teamwork, how to properly dress for an interview, how to accept a job, and how to interact with employers and other employees. Students will also be introduced to warranty report writing, work orders, estimates, and how technicians are compensated. Students will be introduced to different types of communications. Students will learn how to tell the difference between technical and people skills. Students will set short and long term goals. SP

#### ASE 184 Basic Computer Controlled Engine Systems

#### 2 Credits

This course is an introduction to computer engine controls and a study of how and why computers have been introduced into the automotive industry. Items covered will be the microcomputer, sensors, actuators, and wiring which are necessary for the proper function of the computer. Proper identification, location, function, and testing of these components will be stressed. SP

Prerequisite: ASE 185

#### ASE 285 Gasoline Fuel Injection Systems

#### 3 Credits

This course covers components and functions, diagnosis, replacement, repair, and overhaul of major problems in the gasoline fuel injection system. Items covered are fuel pump pressure, flow and pressure regulator tests, identification of various components and types of gasoline fuel injection systems. Safe-testing, overhauling and component replacement procedures within the system are covered. Students will receive both lecture and hands-on practical applications. SP Prerequisite: ASE 286

## ASE 286 Computer Controlled Engine Systems

#### 3 Credits

This course covers the basic operation of a microcomputer, how binary numbers are used in the computer, the function of a microprocessor or how a microcomputer is programmed to control ignition timing, fuel air ratio, and exhaust emissions, theory of operation, troubleshooting, tune-up procedures, diagnosis and repair of all major manufacturers. Electronic Engine Control systems will be covered. SP

Prerequisite: ASE 184

## ASE 287 Emission Control Systems

#### 3 Credits

A comprehensive study of service repair and installation of emission controls in the following areas: crankcase, ventilation systems, fuel evaporation emission control systems, air inlet temperature control systems, spark timing control devices, air pumps and air pulse systems, temperature sensing, vacuum valves and switches, exhaust gas recirculation systems, catalytic converters (both single and three-way), and computer controlled systems. Use of proper test equipment to meet Federal Clean Air Standards is also covered. SP

Prerequisite: ASE 286

#### ASE 288 On Board Diagnostics II

#### 1 Credit

On-Board Diagnostics II is a study of developments in the control and diagnostics of all the computerized engine systems. This course is a study of the functions, the terminology and of the diagnostics self-test capabilities of the modern

## **ATTACHMENT 4**

Revised 2/13

automobile. Students will receive both lecture and hands-on practical applications of the control built into today's

automobiles. SP Prerequisite: ASE 287

ASE 294 Automotive Trends

3 Credits

This course is designed to cover current and future automotive trends. The information in this class is designed to keep the entry level technician apprised of some of the technology they may expect to see in the automotive repair industry. Some of the topics will include Alternative Fuel Sources, Hybrids and Hybrid Technologies, and Fuel Cell technology. SP

Prerequisite: ASE 288

# **PTE ATTACHMENT B**

Please submit a sepa	rate PTE Attachment B for each option, certificate, or degree.		
Date Submitted	4/1/2013		
Institution	Eastern Idaho Technical College		
Program/Option Title	Automotive Technology/Automotive Technology		
	Insert Program Name/Option Title (i.e. Business Technologies/Marketing and Management)		
Degree/Certificate	e Technical Certificate		
	If a Certificate, indicate type (i.e. Technical, Advanced Technical or Postsecondary Technical)		
<b>CIP Code Number</b>	47.0699 (previous) 47.0604 (requested)		
CIP Code Title	Vehicle Maintenance and Repair Technologies, Other (previous)		
	Automobile/Automotive Mechanics Technology/Technician (requested)		
TSA	National Automotive Student Skills Standards Assessment		
	STUDENT LEARNING OUTCOMES		
1. Use current technica	ning outcomes for the program al diagnostic procedures to diagnose and repair to industry as of modern automobile and light trucks		
	forming all safety procedures including the use of tools and		
3. Locate and use curr	ent repair procedures and information from computer based		
programs and written	text. strate, and value attributes of profesionalism.		
	and written and electronic documents that are accurate, legible and		
clearly understood.	The written and electronic documents that are accurate, legible and		

# **COURSE SEQUENCE**

FALL SEMESTER (15 Weeks)			
Course Prefix & Number	Course Title	Credits	Gen Ed/ Technical
ASE 141	Automotive Suspension & Steering Systems	2	Technical
ASE 163	Introduction to Automotive Electronics	5	Technical
ASE 172	Basic Heating and Air Conditioning	4	Technical
ASE 185	Ignition Systems	2	Technical
MAT 110	Technical Mathematics	3	Gen Ed
MTD 101	Industrial Safety and Report Writing	3	Technical
Total		19	

SP	RING SEMESTER (15 Weeks)		
Course Prefix & Number	Course Title	Credits	Gen Ed/ Technical
ASE 111	Basic Power Plant Systems	2	Technical
ASE 112	Upper Power Plant Systems	2	Technical
ASE 113	Lower Power Plant Systems	2	Technical
ASE 121	Automatic Transmission	3	Technical
ASE 131	Manual Drivetrain & Axles	2	Technical
ASE 151	Automotive Brake Systems	2	Technical
ASE 102	Workplace Technical Skills	3	Gen Ed*
Total		16	

<sup>\*</sup>Denotes a Technical Education course with embedded General Education outcomes.

Summary (30 weeks)	
General (Academic) Education	6**
Technical Credits	29
Grand Total	35

<sup>\*\*</sup>ASE 102 (3 credits) contains general education outcomes satisfying communication (3 credits) and human relations (3 credits).

# **COURSE TITLES, DESCRIPTIONS AND CREDITS**

List all technical course titles, descriptions, and credits for this program. Page 2 of 4  $\,$ 

#### ASE 141 Automotive Suspension & Steering Systems

#### 2 Credits

Covered in this course are theory, adjustment, and repair of manual steering systems, front and rear suspension systems, basic four-wheel alignment, wheel balancing (both statically and dynamically), tires, and wheel bearings, The student will use our wheel alignment and tire service equipment. FA

#### ASE 163 Introduction to Automotive Electronics

#### 5 Credits

This course covers theory, principles, and operation of automotive electrical systems. Items covered are electrical terms, electrical current flow, magnetism, electrical current sources, conductors, insulators, circuit test instruments, circuit protection, switches, relays, solenoids, diodes, transistors, gauges, simple motors, induction coils, resistors, and capacitors. Testing of batteries, as well as testing, disassembly, inspection, and rebuilding or repair of generating systems and starting systems are included in this course. FA

#### ASE 172 Basic Heating & Air Conditioning

#### 4 Credits

This Course covers safety, basic theory, operation, maintenance, testing, and repair of water pumps, cooling fans and drive clutches, drive belts, coolant/antifreeze, radiators, radiator caps, recovery systems, heater controls, heater cores, heater hoses and clamps, A/C compressors and clutches, evaporators, condensers, receiver dryers, accumulator dryers, TXVs, orifice tubes, and various other control systems. Proper use of specialized diagnostic equipment and tools is included. FA Prerequisite: ASE 163

#### ASE 185 Ignition Systems

#### 2 Credits

Covered in this course are the purpose, theory, and fundamentals of standard and modern electronic ignition systems, tune-up procedures and analyzing, testing, diagnosing, and proper repair of ignition systems. The key fundamentals of the ignition system and its components and functions will be covered. Safe testing procedures to diagnose the ignition system to include: compression tests, starter draw tests, cylinder output/balance tests, basic scan-tool tests, and the use of the automotive oscilloscope will be stressed and practiced. FA

## Prerequisite: ASE 163

#### MTD 101 Industrial Safety & Report Writing

## 3 Credits

This course is offered as an introduction to the Mechanical Trades programs. All new Trades and Industry students are required to take this course prior to working in the live work labs. Included in this course are hand and power tools, both welding and mechanical; their identification and proper use and safety. Drill bit sharpening, tube flaring, use of hacksaws, chisels, punches, taps and dies, easy-outs, and other related tools are covered. Red Cross First Aid and CPR will be provided, hazardous communication, and "Right to Know" CFR 10:10.1200 is covered. Work order preparation, and industrial report writing, covers the 4 C's of warranty reports writing: complaint, cause, correction, and coverage. FA/SP

#### ASE 111 Basic Power Plant Systems

#### 2 Credits

This course is an in-depth study of the internal combustion engine. Items to be covered include four-cycle theory, power development in the internal combustion engine, cylinder arrangement, valve train arrangement, displacement, compression ratio, engine components and their function, lubricating systems, the classification and rating of engine oils, diagnosis of engine oil leaks, compression loss, oil consumption, engine noise, and engine measurements. A four-cycle engine will be disassembled, measured, and assembled; making all necessary adjustments. The engine will run upon completion. SP

#### Corequisites: ASE 112, ASE 113

## ASE 112 Upper Power Plant Systems

#### 2 Credits

Items to be covered include valve covers, gaskets, timing cover and seals, intake manifolds, cylinder heads, head surfaces,

camshafts, valve guides, valve springs and retainers, timing chains and gears, rocker arms, pushrods, valves, and cam bearings. Areas of study include description, identification, failure analysis, disassembly, preparation for assembly, and assembly. SP

Corequisites: ASE 111, ASE 113

#### ASE 113 Lower Power Plant Systems

#### 2 Credits

Items to be covered include oil pan, motor mounts, oil and filter changing, detection of oil leaks, engine removal and replacement, disassembly and assembly procedures, parts cleaning, cylinders, main bearings and alignment, cam bearings, block surface, crankshaft, connecting rods and bearings, pistons, piston pins, oil pumps and soft plugs. Study will include description, identification, failure analysis, disassembly, inspection, measurements, preparation for assembly, and assembly. SP

Corequisites: ASE 111, ASE 112

#### ASE 121 Automatic Transmissions

#### 3 Credits

This course covers theory, operation, and principles of automatic transmissions. Items covered are fluid couplings, torque converters, planetary gear systems, hydraulic and electrical control systems, and transmission lubricating and cooling systems. Minor adjustments, transmission tune-up service, replacement, repairs, and diagnosis are included in this course. SP

## ASE 131 Manual Drivetrains & Axles

#### 2 Credits

The theory and principle of clutches, manual transmissions, drive lines (including U-joints), differential assemblies, and transaxles as used on cars and light trucks, both domestic and foreign, will be covered. 4x4 and AWD transfer cases, both single and double reduction units will also be covered. SP

#### ASE 151 Automotive Brake Systems

#### 2 Credits

This course covers the theory, principles, and operation of brake systems. Items covered are hydraulics as applied to brakes, brake fluid types and characteristics, master and wheel cylinder operation, disc brake caliper operation, brake system valving, operation of drum brakes, operation of disc brakes, operation of parking brakes, and operation of vacuum and hydraulic brake boosters. Inspection of brake components, adjustments, service, and minor repairs of brake systems are included in this course. SP

#### ASE 102 Workplace Technical Skills

#### 3 Credits

This course introduces students to personal and work related strategies for seeking and keeping employment. This includes an employment plan, cover letter, resume and interview. Students will study professionalism, teamwork, how to properly dress for an interview, how to accept a job, and how to interact with employers and other employees. Students will also be introduced to warranty report writing, work orders, estimates, and how technicians are compensated. Students will be introduced to different types of communications. Students will learn how to tell the difference between technical and people skills. Students will set short and long term goals. SP

# PTE ATTACHMENT B

Please submit a sepa <b>Date Submitted</b>	rate PTE Attachment B for each option, certificate, or degree. 4/1/2013
Institution	Eastern Idaho Technical College
Program/Option Title	Automotive Technology/Automotive Automatic Transmission & Transaxle Specialist
	Insert Program Name/Option Title (i.e. Business Technologies/Marketing and Management)
Degree/Certificate	Postsecondary Technical Certificate
	If a Certificate, indicate type (i.e. Technical, Advanced Technical or Postsecondary Technical)
<b>CIP Code Number</b>	47.0699 (previous) 47.0604 (requested)
CIP Code Title	Vehicle Maintenance and Repair Technologies, Other (previous)
	Automobile/Automotive Mechanics Technology/Technician (requested)
TSA	National Automotive Student Skills Standards Assessment
	STUDENT LEARNING OUTCOMES
1. Use current technica	ning outcomes for the program al diagnostic procedures to diagnose and repair to industry as and transaxle systems of modern automobiles and light-trucks.
2. Demonstrate by per equipment during all re	forming all safety procedures including the use of tools and
	rent repair procedures and information from computer based
4. Understand, demon	strate, and value attributes of profesionalism.
5. Properly prepare ha clearly understood.	and written and electronic documents that are accurate, legible and

Page 1 of 3

# **COURSE SEQUENCE**

Course Prefix & Number	Course Title	Credits	Gen Ed/ Technical
ASE 121	Automatic Transmissions	3	Technical
ASE 131	Manual Drivetrain & Axles	2	Technical
ASE 163	Introduction to Automotive Electronics	5	Technical
ASE 184	Basic Computer Controlled Engines	2	Technical
ASE 221	Computer Controlled Automatic Transmissions	3	Technical
ASE 262	Automotive Electronics	2	Technical
ASE 286	Computer Controlled Engines Systems	3	Technical
Tota		20	

Summary	
General (Academic) Education	0
Technical Credits	20
Grand Total	20

# **COURSE TITLES, DESCRIPTIONS AND CREDITS**

List all technical course titles, descriptions, and credits for this program.

#### ASE 121 Automatic Transmissions

3 Credits

This course covers theory, operation, and principles of automatic transmissions. Items covered are fluid couplings, torque converters, planetary gear systems, hydraulic and electrical control systems, and transmission lubricating and cooling systems. Minor adjustments, transmission tune-up service, replacement, repairs, and diagnosis are included in this course. SP

## ASE 131 Manual Drivetrains & Axles

2 Credits

The theory and principle of clutches, manual transmissions, drive lines (including U-joints), differential assemblies, and transaxles as used on cars and light trucks, both domestic and foreign, will be covered. 4x4 and AWD transfer cases, both single and double reduction units will also be covered. SP

#### ASE 163 Introduction to Automotive Electronics

5 Credits

This course covers theory, principles, and operation of automotive electrical systems. Items covered are electrical terms, electrical current flow, magnetism, electrical current sources, conductors, insulators, circuit test instruments, circuit

protection, switches, relays, solenoids, diodes, transistors, gauges, simple motors, induction coils, resistors, and capacitors. Testing of batteries, as well as testing, disassembly, inspection, and rebuilding or repair of generating systems and starting systems are included in this course. FA

#### ASE 184 Basic Computer Controlled Engine Systems

#### 2 Credits

This course is an introduction to computer engine controls and a study of how and why computers have been introduced into the automotive industry. Items covered will be the microcomputer, sensors, actuators, and wiring which are necessary for the proper function of the computer. Proper identification, location, function, and testing of these components will be stressed. SP

Prerequisite: ASE 185

#### ASE 221 Computer Controlled Automatic Transmissions

#### 3 Credits

This course covers diagnosis and correction of major problems in automatic transmissions such as fluid leaks, transmission slipping, transmission lock-up, and shifting problems. Major diagnosis, repair, and overhaul of automatic transmissions are included in this course. FA

Prerequisite: ASE 121

#### ASE 262 Automotive Electronics

#### 2 Credits

This course covers theory, operation, and principles of automotive body electrical systems. Items covered are wiring diagrams and harnesses, windshield wipers, dash components, speed controls, power seats, power windows, horns, printed circuits, seat belt interlocks, fusible links, power door locks, external and internal lighting systems, and other components of the body electrical system. Testing, replacement, and repair of body electrical systems and wiring harnesses are included in this course. FA

Prerequisite: ASE 163

#### ASE 286 Computer Controlled Engine Systems

#### 3 Credits

This course covers the basic operation of a microcomputer, how binary numbers are used in the computer, the function of a microprocessor or how a microcomputer is programmed to control ignition timing, fuel air ratio, and exhaust emissions, theory of operation, troubleshooting, tune-up procedures, diagnosis and repair of all major manufacturers. Electronic Engine Control systems will be covered. SP

Prerequisite: ASE 184

# PTE ATTACHMENT B

Please submit a sepa	rate PTE Attachment B for each option, certificate, or degree.
<b>Date Submitted</b>	4/1/2013
Institution	Eastern Idaho Technical College
Program/Option Title	Automotive Technology/Automotive Brake Specialist
	Insert Program Name/Option Title (i.e. Business Technologies/Marketing and Management)
Degree/Certificate	Postsecondary Technical Certificate
	If a Certificate, indicate type (i.e. Technical, Advanced Technical or Postsecondary Technical)
<b>CIP Code Number</b>	47.0699 (previous) 47.0604 (requested)
CIP Code Title	Vehicle Maintenance and Repair Technologies, Other (previous)
	Automobile/Automotive Mechanics Technology/Technician (requested)
TSA	National Automotive Student Skills Standards Assessment
	STUDENT LEARNING OUTCOMES ning outcomes for the program
	al diagnostic procedures to diagnose and repair to industry ms of modern automobile and light trucks
2. Demonstrate by per	forming all safety procedures including the use of tools and
equipment during all re 3. Locate and use curr programs and written	ent repair procedures and information from computer based
	strate, and value attributes of profesionalism.
5. Properly prepare ha clearly understood.	and written and electronic documents that are accurate, legible and

COURSE SEQUENCE

Page 1 of 3

Course Prefix & Number	manufact.	Course Title	Credits	Gen Ed/ Technical
ASE 151		Automotive Brake Systems	2	Technical
ASE 163		Introduction to Automotive Electronics	5	Technical
ASE 184		Basic Computer Controlled Engines Systems	2	Technical
ASE 252		Antilock & Power Brake Systems	2	Technical
	Total		11	

Summary	
General (Academic) Education	0
Technical Credits	11
Grand Total	11

## **COURSE TITLES, DESCRIPTIONS AND CREDITS**

List all technical course titles, descriptions, and credits for this program.

ASE 151 Automotive Brake Systems

#### 2 Credits

This course covers the theory, principles, and operation of brake systems. Items covered are hydraulics as applied to brakes, brake fluid types and characteristics, master and wheel cylinder operation, disc brake caliper operation, brake system valving, operation of drum brakes, operation of disc brakes, operation of parking brakes, and operation of vacuum and hydraulic brake boosters. Inspection of brake components, adjustments, service, and minor repairs of brake systems are included in this course. SP

#### ASE 163 Introduction to Automotive Electronics

#### 5 Credits

This course covers theory, principles, and operation of automotive electrical systems. Items covered are electrical terms, electrical current flow, magnetism, electrical current sources, conductors, insulators, circuit test instruments, circuit protection, switches, relays, solenoids, diodes, transistors, gauges, simple motors, induction coils, resistors, and capacitors. Testing of batteries, as well as testing, disassembly, inspection, and rebuilding or repair of generating systems and starting systems are included in this course. FA

## ASE 184 Basic Computer Controlled Engine Systems

#### 2 Credits

This course is an introduction to computer engine controls and a study of how and why computers have been introduced into the automotive industry. Items covered will be the microcomputer, sensors, actuators, and wiring which are necessary for the proper function of the computer. Proper identification, location, function, and testing of these components will be stressed. SP

Prerequisite: ASE 185

#### ASE 252 Antilock & Power Brake Systems

2 Credits

This course covers diagnosis and repair of major problems in brake systems. Items included are brake system leaks, fluid

## **ATTACHMENT 4**

Revised 2/13

contamination, and major repair of drum and disc brake systems. Diagnosis, repair, replacement, overhaul, resurfacing of brake drums, disc rotors, and skid control systems are covered. All components of the brake system are included in this course. FA

Prerequisite: ASE 151

# PTE ATTACHMENT B

	rate PTE Attachment B for each option, certificate, or degree.		
Date Submitted	4/1/2013		
Institution	Eastern Idaho Technical College		
Program/Option Title	Automotive Technology/Automotive Electronics Specialist		
	Insert Program Name/Option Title (i.e. Business Technologies/Marketing and Management)		
Degree/Certificate	Postsecondary Technical Certificate		
	If a Certificate, indicate type (i.e. Technical, Advanced Technical or Postsecondary Technical)		
<b>CIP Code Number</b>	47.0699 (previous) 47.0604 (requested)		
CIP Code Title	Vehicle Maintenance and Repair Technologies, Other (previous)		
	Automobile/Automotive Mechanics Technology/Technician (requested)		
TSA	National Automotive Student Skills Standards Assessment		
1. Use current technica	STUDENT LEARNING OUTCOMES  ning outcomes for the program al diagnostic procedures to diagnose and repair to industry		
	stems of modern automobile and light trucks electronics.  forming all safety procedures including the use of tools and		
equipment during all re			
3. Locate and use curr	ent repair procedures and information from computer based		
programs and written 4. Understand, demon	text. strate, and value attributes of profesionalism.		
	nd written and electronic documents that are accurate, legible and		
clearly understood.	The Written and clock one documents that are decarate, registe and		

# **COURSE SEQUENCE**

Course Prefix & Number	Course Title	Credits	Gen Ed/ Technical
ASE 163	Introduction to Automotive Electronics	5	Technical
ASE 184	Basic Computer Controlled Engines Systems	2	Technical
ASE 185	Ignition Systems	2	Technical
ASE 262	Automotive Electronics	2	Technical
ASE 264	Advanced Automotive Electronic Component Testing and Safety	3	Technical
Total		14	

Summary		
General (Academic) Education	0	
Technical Credits	14	
Grand Total	14	

## **COURSE TITLES, DESCRIPTIONS AND CREDITS**

List all technical course titles, descriptions, and credits for this program.

ASE 163 Introduction to Automotive Electronics

#### 5 Credits

This course covers theory, principles, and operation of automotive electrical systems. Items covered are electrical terms, electrical current flow, magnetism, electrical current sources, conductors, insulators, circuit test instruments, circuit protection, switches, relays, solenoids, diodes, transistors, gauges, simple motors, induction coils, resistors, and capacitors. Testing of batteries, as well as testing, disassembly, inspection, and rebuilding or repair of generating systems and starting systems are included in this course. FA

ASE 184 Basic Computer Controlled Engine Systems

#### 2 Credits

This course is an introduction to computer engine controls and a study of how and why computers have been introduced into the automotive industry. Items covered will be the microcomputer, sensors, actuators, and wiring which are necessary for the proper function of the computer. Proper identification, location, function, and testing of these components will be stressed. SP

Prerequisite: ASE 185

ASE 185 Ignition Systems

#### 2 Credits

Covered in this course are the purpose, theory, and fundamentals of standard and modern electronic ignition systems, tune-up procedures and analyzing, testing, diagnosing, and proper repair of ignition systems. The key fundamentals of the

ignition system and its components and functions will be covered. Safe testing procedures to diagnose the ignition system to include: compression tests, starter draw tests, cylinder output/balance tests, basic scan-tool tests, and the use of the automotive oscilloscope will be stressed and practiced. FA

Prerequisite: ASE 163

#### **ASE 262 Automotive Electronics**

#### 2 Credits

This course covers theory, operation, and principles of automotive body electrical systems. Items covered are wiring diagrams and harnesses, windshield wipers, dash components, speed controls, power seats, power windows, horns, printed circuits, seat belt interlocks, fusible links, power door locks, external and internal lighting systems, and other components of the body electrical system. Testing, replacement, and repair of body electrical systems and wiring harnesses are included in this course. FA

Prerequisite: ASE 163

## ASE 264 Advanced Automotive Electronic Component Testing & Safety

#### 3 Credits

This course covers a review of Ohm's Law and its application to the modern-day computer systems. There will be a review of alternators, starters, and an introduction to the automotive security systems used on today's automobiles. The main emphasis of this course will be theory, operation, and testing of the electronic components which support the automotive computer. A section of electronic safety while working with today's automotive computer is included. How to repair the sensitive components without serious damage to the component or the technician will be covered in this section. FA Prerequisite: ASE 262

PTE ATTACHMENT B				
ate PTE Attachment B for each option, certificate, or degree.				
4/1/2013				
Eastern Idaho Technical College				
Automotive Technology/Automotive Engine Performance Specialist				
Insert Program Name/Option Title (i.e. Business Technologies/Marketing and Management)				
Postsecondary Technical Certificate				
If a Certificate, indicate type (i.e. Technical, Advanced Technical or Postsecondary Technical)				
47.0699 (previous) 47.0604 (requested)				
Vehicle Maintenance and Repair Technologies, Other (previous)				
Automobile/Automotive Mechanics Technology/Technician (requested)				
National Automotive Student Skills Standards Assessment				
STUDENT LEARNING OUTCOMES				
ing outcomes for the program I diagnostic procedures to diagnose and repair to industry rmance systems of modern automobiles and light trucks .				
forming all safety procedures including the use of tools and elated shop activities.				
ent repair procedures and information from computer based				
ext. strate, and value attributes of profesionalism.				
nd written and electronic documents that are accurate, legible and				

# **COURSE SEQUENCE**

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Course Prefix & Number	Course Title	Credits	Gen Ed/ Technical
ASE 163	Introduction to Automotive Electronics	5	Technical
ASE 184	Basic Computer Controlled Engines Systems	2	Technical
ASE 185	Ignition Systems	2	Technical
ASE 262	Automotive Electronics	2	Technical
ASE 285	Gasoline Fuel Injection Systems	3	Technical
ASE 286	Computer Controlled Engines Systems	3	Technical
ASE 287	Emission Control Systems	3	Technical
ASE 288	On Board Diagnostics II	1	Technical
ASE 294	Automotive Trends	3	Technical
Total		24	

Summary	
General (Academic) Education	0
Technical Credits	24
Grand Total	24

# **COURSE TITLES, DESCRIPTIONS AND CREDITS**

List all technical course titles, descriptions, and credits for this program.

ASE 163 Introduction to Automotive Electronics

#### 5 Credits

This course covers theory, principles, and operation of automotive electrical systems. Items covered are electrical terms, electrical current flow, magnetism, electrical current sources, conductors, insulators, circuit test instruments, circuit protection, switches, relays, solenoids, diodes, transistors, gauges, simple motors, induction coils, resistors, and capacitors. Testing of batteries, as well as testing, disassembly, inspection, and rebuilding or repair of generating systems and starting systems are included in this course. FA

#### ASE 184 Basic Computer Controlled Engine Systems

#### 2 Credits

This course is an introduction to computer engine controls and a study of how and why computers have been introduced into the automotive industry. Items covered will be the microcomputer, sensors, actuators, and wiring which are necessary for the proper function of the computer. Proper identification, location, function, and testing of these components will be stressed. SP

Prerequisite: ASE 185

#### ASE 185 Ignition Systems

#### 2 Credits

Covered in this course are the purpose, theory, and fundamentals of standard and modern electronic ignition systems, tune-up procedures and analyzing, testing, diagnosing, and proper repair of ignition systems. The key fundamentals of the

ignition system and its components and functions will be covered. Safe testing procedures to diagnose the ignition system to include: compression tests, starter draw tests, cylinder output/balance tests, basic scan-tool tests, and the use of the automotive oscilloscope will be stressed and practiced. FA

Prerequisite: ASE 163

#### **ASE 262 Automotive Electronics**

#### 2 Credits

This course covers theory, operation, and principles of automotive body electrical systems. Items covered are wiring diagrams and harnesses, windshield wipers, dash components, speed controls, power seats, power windows, horns, printed circuits, seat belt interlocks, fusible links, power door locks, external and internal lighting systems, and other components of the body electrical system. Testing, replacement, and repair of body electrical systems and wiring harnesses are included in this course. FA

Prerequisite: ASE 163

#### ASE 285 Gasoline Fuel Injection Systems

#### 3 Credits

This course covers components and functions, diagnosis, replacement, repair, and overhaul of major problems in the gasoline fuel injection system. Items covered are fuel pump pressure, flow and pressure regulator tests, identification of various components and types of gasoline fuel injection systems. Safe-testing, overhauling and component replacement procedures within the system are covered. Students will receive both lecture and hands-on practical applications. SP Prerequisite: ASE 286

#### ASE 286 Computer Controlled Engine Systems

#### 3 Credits

This course covers the basic operation of a microcomputer, how binary numbers are used in the computer, the function of a microprocessor or how a microcomputer is programmed to control ignition timing, fuel air ratio, and exhaust emissions, theory of operation, troubleshooting, tune-up procedures, diagnosis and repair of all major manufacturers. Electronic Engine Control systems will be covered. SP

Prerequisite: ASE 184

#### ASE 287 Emission Control Systems

#### 3 Credits

A comprehensive study of service repair and installation of emission controls in the following areas: crankcase, ventilation systems, fuel evaporation emission control systems, air inlet temperature control systems, spark timing control devices, air pumps and air pulse systems, temperature sensing, vacuum valves and switches, exhaust gas recirculation systems, catalytic converters (both single and three-way), and computer controlled systems. Use of proper test equipment to meet Federal Clean Air Standards is also covered. SP

Prerequisite: ASE 286

#### ASE 288 On Board Diagnostics II

#### 1 Cradit

On-Board Diagnostics II is a study of developments in the control and diagnostics of all the computerized engine systems. This course is a study of the functions, the terminology and of the diagnostics self-test capabilities of the modern automobile. Students will receive both lecture and hands-on practical applications of the control built into today's automobiles. SP

Prerequisite: ASE 287

#### **ASE 294 Automotive Trends**

#### 3 Credits

This course is designed to cover current and future automotive trends. The information in this class is designed to keep the entry level technician apprised of some of the technology they may expect to see in the automotive repair industry. Some of the topics will include Alternative Fuel Sources, Hybrids and Hybrid Technologies, and Fuel Cell technology. SP Prerequisite: ASE 288

# PTE ATTACHMENT B

PTE ATTACHMENT B				
Please submit a separate PTE Attachment B for each option, certificate, or degree.				
Date Submitted	4/1/2013			
Institution	Eastern Idaho Technical College			
Program/Option Title	Automotive Technology/Automotive Engine Repair Specialist			
	Insert Program Name/Option Title (i.e. Business Technologies/Marketing and Management)			
Degree/Certificate	Postsecondary Technical Certificate			
	If a Certificate, indicate type (i.e. Technical, Advanced Technical or Postsecondary Technical)			
<b>CIP Code Number</b>	47.0699 (previous) 47.0604 (requested)			
CIP Code Title	Vehicle Maintenance and Repair Technologies, Other (previous)			
	Automobile/Automotive Mechanics Technology/Technician (requested)			
TSA	National Automotive Student Skills Standards Assessment			
STUDENT LEARNING OUTCOMES				
1. Use current technica standards engine proble	ing outcomes for the program I diagnostic procedures to diagnose and repair to industry ems of modern automobiles and light trucks.			
<ol><li>Demonstrate by perf equipment during all re</li></ol>	forming all safety procedures including the use of tools and			
	ent repair procedures and information from computer based			
programs and written t				
	trate, and value attributes of profesionalism.			
<ol><li>Properly prepare har clearly understood.</li></ol>	nd written and electronic documents that are accurate, legible and			

# **COURSE SEQUENCE**

Page 1 of 3

Course Prefix & Number	Course Title	Credits	Gen Ed/ Technical
ASE 111	Basic Power Plant Systems	2	Technical
ASE 112	Upper Power Plant Systems	2	Technical
ASE 113	Lower Power Plant Systems	2	Technical
ASE 185	Ignition Systems	2	Technical
Tot	al	8	

Summary	
General (Academic) Education	0
Technical Credits	8
Grand Total	8

## COURSE TITLES, DESCRIPTIONS AND CREDITS

List all technical course titles, descriptions, and credits for this program.

#### ASE 111 Basic Power Plant Systems

#### 2 Credits

This course is an in-depth study of the internal combustion engine. Items to be covered include four-cycle theory, power development in the internal combustion engine, cylinder arrangement, valve train arrangement, displacement, compression ratio, engine components and their function, lubricating systems, the classification and rating of engine oils, diagnosis of engine oil leaks, compression loss, oil consumption, engine noise, and engine measurements. A four-cycle engine will be disassembled, measured, and assembled; making all necessary adjustments. The engine will run upon completion. SP

Corequisites: ASE 112, ASE 113

#### ASE 112 Upper Power Plant Systems

#### 2 Credits

Items to be covered include valve covers, gaskets, timing cover and seals, intake manifolds, cylinder heads, head surfaces, camshafts, valve guides, valve springs and retainers, timing chains and gears, rocker arms, pushrods, valves, and cam bearings. Areas of study include description, identification, failure analysis, disassembly, preparation for assembly, and assembly. SP

Corequisites: ASE 111, ASE 113

#### ASE 113 Lower Power Plant Systems

#### 2 Credits

Items to be covered include oil pan, motor mounts, oil and filter changing, detection of oil leaks, engine removal and replacement, disassembly and assembly procedures, parts cleaning, cylinders, main bearings and alignment, cam bearings, block surface, crankshaft, connecting rods and bearings, pistons, piston pins, oil pumps and soft plugs. Study will include description, identification, failure analysis, disassembly, inspection, measurements, preparation for assembly, and assembly. SP

Corequisites: ASE 111, ASE 112

ASE 185 Ignition Systems

2 Credits

### **ATTACHMENT 4**

Revised 2/13

Covered in this course are the purpose, theory, and fundamentals of standard and modern electronic ignition systems, tune-up procedures and analyzing, testing, diagnosing, and proper repair of ignition systems. The key fundamentals of the ignition system and its components and functions will be covered. Safe testing procedures to diagnose the ignition system to include: compression tests, starter draw tests, cylinder output/balance tests, basic scan-tool tests, and the use of the automotive oscilloscope will be stressed and practiced. FA

Prerequisite: ASE 163

### PTE ATTACHMENT B

Please submit a sepa	rate PTE Attachment B for each option, certificate, or degree.
<b>Date Submitted</b>	4/1/2013
Institution	Eastern Idaho Technical College
Program/Option Title	Automotive Technology/Automotive Heating & Air Conditioning Specialist
	Insert Program Name/Option Title (i.e. Business Technologies/Marketing and Management)
Degree/Certificate	Postsecondary Technical Certificate
	If a Certificate, indicate type (i.e. Technical, Advanced Technical or Postsecondary Technical)
<b>CIP Code Number</b>	47.0699 (previous) 47.0604 (requested)
CIP Code Title	Vehicle Maintenance and Repair Technologies, Other (previous)
	Automobile/Automotive Mechanics Technology/Technician (requested)
TSA	National Automotive Student Skills Standards Assessment
	STUDENT LEARNING OUTCOMES
1. Use current technical	ning outcomes for the program all diagnostic procedures to diagnose and repair to industry air conditioning systems of modern automobiles and light trucks.
2. Demonstrate by per equipment during all r	rforming all safety procedures including the use of tools and related shop activities.
3. Locate and use curr programs and written	rent repair procedures and information from computer based
	estrate, and value attributes of profesionalism.
5. Properly prepare had clearly understood.	and written and electronic documents that are accurate, legible and

### **COURSE SEQUENCE**

Page 1 of 3

Course Prefix & Number		Course Title	Credits	Gen Ed/ Technical
ASE 163		Introduction to Automotive Electronics	5	Technical
ASE 172		Basic Heating and Air Conditioning	4	Technical
ASE 184		Basic Computer Controlled Engines Systems	2	Technical
ASE 262		Automotive Electronics	2	Technical
ASE 272		Advanced Heating and Air Conditioning	2	Technical
ASE 286		Computer Controlled Engines Systems	3	Technical
. 7	Total	and the weather the second of	18	

Summary	
General (Academic) Education	0
Technical Credits	18
Grand Total	18

### **COURSE TITLES, DESCRIPTIONS AND CREDITS**

List all technical course titles, descriptions, and credits for this program.

### ASE 163 Introduction to Automotive Electronics

#### 5 Credits

This course covers theory, principles, and operation of automotive electrical systems. Items covered are electrical terms, electrical current flow, magnetism, electrical current sources, conductors, insulators, circuit test instruments, circuit protection, switches, relays, solenoids, diodes, transistors, gauges, simple motors, induction coils, resistors, and capacitors. Testing of batteries, as well as testing, disassembly, inspection, and rebuilding or repair of generating systems and starting systems are included in this course. FA

#### ASE 172 Basic Heating & Air Conditioning

#### 4 Credits

This Course covers safety, basic theory, operation, maintenance, testing, and repair of water pumps, cooling fans and drive clutches, drive belts, coolant/antifreeze, radiators, radiator caps, recovery systems, heater controls, heater cores, heater hoses and clamps, A/C compressors and clutches, evaporators, condensers, receiver dryers, accumulator dryers, TXVs, orifice tubes, and various other control systems. Proper use of specialized diagnostic equipment and tools is included. FA Prerequisite: ASE 163

### ASE 184 Basic Computer Controlled Engine Systems

#### 2 Credits

This course is an introduction to computer engine controls and a study of how and why computers have been introduced into the automotive industry. Items covered will be the microcomputer, sensors, actuators, and wiring which are necessary for the proper function of the computer. Proper identification, location, function, and testing of these components will be stressed. SP

Prerequisite: ASE 185

#### **ASE 262 Automotive Electronics**

#### 2 Credits

This course covers theory, operation, and principles of automotive body electrical systems. Items covered are wiring diagrams and harnesses, windshield wipers, dash components, speed controls, power seats, power windows, horns, printed circuits, seat belt interlocks, fusible links, power door locks, external and internal lighting systems, and other components of the body electrical system. Testing, replacement, and repair of body electrical systems and wiring harnesses are included in this course. FA

Prerequisite: ASE 163

#### ASE 272 Advanced Heating & Air Conditioning

#### 2 Credits

This course reviews safety, the basic theory, operation, maintenance, testing, and repair of heating and air conditioning components and systems. It is a comprehensive study of different diagnostic practices and approaches for the proper repair of the modern automotive and diesel industry heating and air conditioning systems. Emphasis will be on the proper use of test equipment to avoid damage to the HVAC system, the specialized tools, and the technician. FA Prerequisite: ASE 172.

### ASE 286 Computer Controlled Engine Systems

#### 3 Credits

This course covers the basic operation of a microcomputer, how binary numbers are used in the computer, the function of a microprocessor or how a microcomputer is programmed to control ignition timing, fuel air ratio, and exhaust emissions, theory of operation, troubleshooting, tune-up procedures, diagnosis and repair of all major manufacturers. Electronic Engine Control systems will be covered. SP

Prerequisite: ASE 184

### PTE ATTACHMENT B

Please submit a sepa	rate PTE Attachment B for each option, certificate, or degree.
<b>Date Submitted</b>	4/1/2013
Institution	Eastern Idaho Technical College
Program/Option Title	Automotive Technology/Automotive Power Trains, Suspension & Steering Specialist
	Insert Program Name/Option Title (i.e. Business Technologies/Marketing and Management)
Degree/Certificate	Postsecondary Technical Certificate
	If a Certificate, indicate type (i.e. Technical, Advanced Technical or Postsecondary Technical)
<b>CIP Code Number</b>	47.0699 (previous) 47.0604 (requested)
CIP Code Title	Vehicle Maintenance and Repair Technologies, other (previous)
	Automobile/Automotive Mechanics Technology/Technician (requested)
TSA	National Automotive Student Skills Standards Assessment
	STUDENT LEARNING OUTCOMES
1. Use current technica	ning outcomes for the program al diagnostic procedures to diagnose and repair to industry suspension and steering systems of modern automobiles and light
2. Demonstrate by per equipment during all r	forming all safety procedures including the use of tools and
	ent repair procedures and information from computer based
	strate, and value attributes of profesionalism.
5. Properly prepare ha clearly understood.	and written and electronic documents that are accurate, legible and
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### **COURSE SEQUENCE**

Course Prefix & Number		Course Title	Credits	Gen Ed/ Technical
ASE 131		Manual Drivetrain & Axles	2	Technical
ASE 141		Automotive Suspension & Steering Systems	2	Technical
ASE 163		Introduction to Automotive Electronics	5	Technical
ASE 242		Advanced Suspension & Steering Systems	2	
-	Total		11	

Summary	
General (Academic) Education	0
Technical Credits	
Grand Total	

### **COURSE TITLES, DESCRIPTIONS AND CREDITS**

List all technical course titles, descriptions, and credits for this program.

### ASE 131 Manual Drivetrains & Axles

#### 2 Credits

The theory and principle of clutches, manual transmissions, drive lines (including U-joints), differential assemblies, and transaxles as used on cars and light trucks, both domestic and foreign, will be covered. 4x4 and AWD transfer cases, both single and double reduction units will also be covered. SP

#### ASE 141 Automotive Suspension & Steering Systems

#### 2 Credits

Covered in this course are theory, adjustment, and repair of manual steering systems, front and rear suspension systems, basic four-wheel alignment, wheel balancing (both statically and dynamically), tires, and wheel bearings, The student will use our wheel alignment and tire service equipment. FA

#### ASE 163 Introduction to Automotive Electronics

#### 5 Credits

This course covers theory, principles, and operation of automotive electrical systems. Items covered are electrical terms, electrical current flow, magnetism, electrical current sources, conductors, insulators, circuit test instruments, circuit protection, switches, relays, solenoids, diodes, transistors, gauges, simple motors, induction coils, resistors, and capacitors. Testing of batteries, as well as testing, disassembly, inspection, and rebuilding or repair of generating systems and starting systems are included in this course. FA

#### ASE 242 Advanced Suspension and Steering Systems

#### 2 Credits

### **ATTACHMENT 4**

Revised 2/13

Major repair of power steering components, pumps, gears, cylinders, individual and integral units, rack and pinion steering (both standard and power), complete suspension overhaul, four-wheel alignment, and balance is emphasized. FA Prerequisite: ASE 141

### **SUBJECT**

Board Policy III.E. Certificates and Degrees – First Reading

### **REFERENCE**

October 2002 Board approved the first reading of amendments to

Board Policy III.E.

December 2002 Board approved the second reading of amendments to

Board Policy III.E.

### APPLICABLE STATUTES, RULE OR POLICY

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

### **BACKGROUND/DISCUSSION**

The Board last evaluated its definitions and credit requirements for professional-technical certificates in 2002. Over the last year, the Division of Professional-Technical Education (PTE) has evaluated the current definitions of the professional-technical education certificates and the Associate of Applied Science Degree defined in Board policy and is proposing the attached amendments. The proposed amendments update the number of credits required and add additional clarifying language to distinguish between the types of certificates available.

Additional changes are proposed that update the definition of credit hour adopting similar language as is used by the institutions accrediting agency, the Northwest Commission on Colleges and Universities.

#### **IMPACT**

Proposed amendments will add clarifying language allowing for individuals and institutions to better distinguish between the three types of technical certificates as well as updating the definition for the Associate of Applied Sciences degree and Credit Hour.

#### **ATTACHMENTS**

Attachment 1 – Board Policy III.E. Certificates and Degrees – First Reading

Page 3

#### STAFF COMMENTS AND RECOMMENDATIONS

The Council on Academic Affairs and Programs (CAAP) was notified that PTE was considering proposing changes to the professional-technical certificates and degree definitions and requested to notify staff if there were additional definitions contained in the policy that needed to be updated. CAAP did not have any additional changes to bring forward at this time.

NWCCU's credit hour definition of one (1) hour of classroom instruction and two (2) hours of out of class instruction per week for approximately fifteen weeks is equivalent to forty-five (45) clock hours of student involvement as is currently

stated in Board policy. The additional language contained in the Board policy allows for additional flexibility for an equivalent amount of work established by the institution.

Staff recommends approval.

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• •	e first reading of propose egrees as submitted in Att		Board policy
Moved by	Seconded by	_ Carried Yes	No

TAB 5 Page 2 **IRSA** 

# Idaho State Board of Education GOVERNING POLICIES AND PROCEDURES

**SECTION: III. POSTSECONDARY AFFAIRS** 

E. Certificates and Degrees

<del>December 2002 February</del> 2014

### 1. Definitions

Programs of instruction require specified numbers of credits earned through educational work on the part of students. Completion of the program of instruction results in the awarding of a certificate to or conferring of a degree upon the student by the faculty and the Chief Executive Officer. The following definitions have been approved by the Board:

### a. CERTIFICATES:

### i. Academic Certificate

A credential awarded for completion of a coherent program of study consisting of seven (7) semester credits or more, representing a coherent body of knowledge that does not lead to a degree.

### ii. Academic Certificate of Completion

A credential awarded for completion of a coherent program of study consisting of six (6) semester credits or less, representing a coherent body of knowledge that does not lead to an academic certificate or a degree.

### iii. Technical Certificate of Completion

A <u>professional-technical</u> credential awarded by the institution for a <u>professional-technical program</u> consisting of seven (7) semester credits or <u>less</u> that <u>represents mastery of a defined set of competencies</u> does not meet the criteria for other professional-technical certificates and consists of seven (7) semester credits or less.

### iv. Postsecondary Basic Technical Certificate

A credential awarded for completion of requirements in an approved professional-technical program of instructions of at least eight (8) semester credit hours and represents mastery of a defined set of competencies.mastery of specific competencies drawn from requirements of business/industry.

### v. Intermediate Technical Certificate

A credential awarded for the completion of requirements in an approved professional-technical program entailing of at least 2730 semester credit hours and less than one year of full time work and represents mastery of a defined set of competencies includes mastery of specific competencies drawn from requirements of business/industry.

- vi. Advanced Technical Certificate
  - A credential awarded for completion of requirements in an approved professional-technical program of at least 52 semester credit hours and more than one year of full-time work and represents mastery of a defined set of competencies technical and technical support requirements entailing more than one (1) academic year, a minimum of 52 semester credit hours and mastery of specific competencies drawn from requirements of business/industry.
- b. ASSOCIATE OF APPLIED SCIENCE DEGREE: A credential awarded for completion of requirements in an approved professional-technical program of entailing at least 60 semester credits (includes a minimum of 15 general education credits) and at least two (2) but less than four (4) years of full-time work professional-technical study with a minimum of 60 semester credits (includes a minimum of 16 general education credits) and includes represents mastery of a defined set of competencies specific competencies drawn from requirements of business/industry. The A.A.S. degree has specific requirements in the individual technical fields (e.g., drafting, electronics, civil engineering technology, business occupations, information technology, etc.). An Advanced option may be awarded for additional credits of at least 15 credit hours that are beyond the A.A.S. degree.
- c. ASSOCIATE DEGREE: A credential awarded for completion of requirements entailing at least two (2) but normally less than four (4) years of full-time academic work.
- d. BACCALAUREATE DEGREE: A credential awarded for completion of requirements entailing at least four (4) years of full-time academic work.
- e. MASTER'S DEGREE: A credential awarded for completion of requirements entailing at least one (1) but normally not more than two (2) years of full-time academic work beyond the baccalaureate degree, including any required research.
- f. SPECIALIST DEGREE: A credential awarded for completion of requirements entailing at least two (2) but normally not more than three (3) years of full-time academic work beyond the baccalaureate degree.
- g. DOCTORAL DEGREE: A credential awarded for completion of requirements entailing at least three (3) years of full-time academic work beyond the baccalaureate degree, including any required research.
- 2. Academic and Professional-Technical Credit Hour Requirements

A credit hour is an amount of work represented in intended learning outcomes and verified by evidence of student achievement that is an institutionally established equivalency that reasonably approximates not less than:

- a. Forty-five (45) clock-hours of student involvement are required for each semester credit, which includes a minimum of fifteen (15) student contact hours for each semester credit One (1) hour of classroom or direct faculty instruction and a minimum of two hours of out-of-class student work each week for approximately fifteen weeks for one semester hour of credit, or ten to twelve weeks for one quarter hour of credit, or the equivalent amount of work over a different amount of time; or-
- a.b. At least an equivalent amount of work as required in paragraph (a) of this definition for other academic activities as established by the institution, including laboratory work, internships, practica, studio work, and other academic work leading to the award of credit hours.

### 3. Requirements for Certificate or Degree

Each institution will establish the number of earned credits required for each certificate or degree. The requirements may differ from the general requirements specified in the definitions, but all credit requirements must receive approval in accordance with the program approval policies provided in III.G. Institutional catalogs will specify the required number of earned credits for each certificate or degree.

### 4. Authorization Required

Programs offered at the institution, as well as the certificates and degrees to which they lead, are subject to review and approval in accordance with the program approval policies provided in III.G. A certificate or degree conferred upon the student is conferred under the authority of the Board.

### 5. Authorized Certificates and Degrees

A current listing of authorized certificates and degrees awarded by each institution is maintained at the institution by the Chief Executive Officer and for all institutions at the Office of the State Board of Education.

### 6. Honorary Degrees

Each institution, except Eastern Idaho Technical College, may award honorary degrees, not to exceed the highest level of Board-authorized degrees currently awarded by the institution, to persons in recognition of distinguished achievements at the local, state, or national level in areas such as education, public service, research, sciences, humanities, business, or other professions. The award of an honorary degree must receive the prior approval of the Chief Executive Officer upon recommendation by the faculty.

Each institution will develop its own procedures for seeking nominations for and selecting honorary degree recipients. Those procedures may include a statement of eligibility requirements for honorary degrees. However, no person who is currently employed by the institution, is a member of the Board or the Board's staff, or is an incumbent elected official is eligible for an honorary degree during the term of employment, appointment, or office.

### **SUBJECT**

Board Policy III.Q. Admission Standards – First Reading

### REFERENCE

June 2007 Board approved the first reading of amendments to Board

Policy III.Q.

August 2007 Board approved the second reading of amendments to

Board Policy III.Q.

### APPLICABLE STATUTES, RULE OR POLICY

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

### **BACKGROUND/DISCUSSION**

Proposed amendments to Board Policy III.Q. Admission Standards updates the term Accelerated Learning to the currently used term defined in Board Policy III.Y. Advance Opportunities as well as adding clarifying language to the professional-technical education admission requirements.

Amendments to the professional-technical education admission requirements include language that clarifies students must meet both the institution's admission requirements as well as any additional requirements of the specific professional-technical education (PTE) program. Additional amendments change the name of the tech prep program to Professional-Technical Advanced Learning. Proposed Amendments to Board Policy III.Y. Advanced Learning Opportunities regarding the tech prep program sections will be brought forward to the Board at the February Board meeting.

### **IMPACT**

Proposed amendments will add necessary language to Board policy clarifying that students must meet both the institution's admission requirements as well as any additional admission requirements of the PTE program.

#### **ATTACHMENTS**

Attachment 1 – Board Policy III.Q. Admission Standards, First Reading Page 3

### STAFF COMMENTS AND RECOMMENDATIONS

Additional changes will be brought forward to this section of policy regarding subsection c, placement in entry-level college courses, once the work of the remediation taskforce is completed. The Board approved a waiver of the English Placement Score requirements in 2012 that will expire in February 2014.

Staff recommends approval.

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I move	to approve	the first	reading	of proposed	amendments	to	Board	Policy
III.Q. Ad	mission Sta	ındards a	s submitt	ed in Attachn	nent 1.			

	Moved by	/ Seconded by	Carried	Yes	No
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# Idaho State Board of Education GOVERNING POLICIES AND PROCEDURES

SECTION: III. POSTSECONDARY AFFAIRS

SUBSECTION: Q. Admission Standards August 2007 February 2014

### 1. Coverage

Boise State University, College of Southern Idaho, Eastern Idaho Technical College, Idaho State University, Lewis-Clark State College, North Idaho College and The University of Idaho are included in this subsection. The College of Southern Idaho, College of Western Idaho and North Idaho College are exempted from certain provisions of this admission policy as determined by their local boards of trustees.

### 2. Purposes

The purposes of the admission policies are to:

- a. promote institutional policies which meet or exceed minimum statewide standards for admission to higher education institutions;
- inform students of the academic and applied technology degree expectations of postsecondary-level work;
- c. improve the quality of academic and applied technology degree preparation for postsecondary programs;
- d. enhance student access to academic and applied technology degree programs; and
- e. admit to postsecondary education institutions those students for whom there is a reasonable likelihood of success.

### 3. Policies

The college and universities must, with prior Board approval, establish institutional policies which meet or exceed the following minimum admission standards. Additional and more rigorous requirements also may be established by the college and universities for admission to specific programs, departments, schools, or colleges within the institutions. Consistent with institutional policies, admission decisions may be appealed by applicants to the institutional admissions committee.

### 4. Academic College and University Regular Admission

A degree-seeking student with fewer than fourteen (14) credits of postsecondary work must complete each of the minimum requirements listed below. (International

students and those seeking postsecondary professional-technical studies are exempt.)

- a. Submit scores received on the ACT (American College Test) or SAT (Scholastic Aptitude Test) and/or other standardized diagnostic tests as determined by the institution. These scores will be required of applicants graduating from high school in 1989 or later. Exceptions include applicants who have reached the age of 21. These applicants are subject to each institution's testing requirements.
- b. Graduate from an accredited high school and complete the courses below with a 2.00 grade point average. Applicants who graduate from high school in 1989 or later will be subject to the admission standards at the time of their graduation.

Subject Area	Minim um Requir ement	Select from These Subject Areas
English	8 credits	Composition, Literature
Math	6 credits	A minimum of six (6) credits, including Applied Math I or Algebra I; Geometry or Applied Math II or III; and Algebra II. A total of 8 credits are strongly recommended.
		Courses not identified by traditional titles, i.e., Algebra I or Geometry, may be used as long as they contain all of the critical components (higher math functions) prescribed by the State Mathematics Achievement Standards.
		Other courses may include Probability, Discrete Math, Analytic Geometry, Calculus, Statistics, and Trigonometry. Four (4) of the required mathematics credits must be taken in the 10 <sup>th</sup> , 11 <sup>th</sup> , and 12 <sup>th</sup> grade.
Social Science	5 credits	American Government (state and local), Geography, U.S. History, and World History.  Other courses may be selected from Economics (Consumer Economics if it includes components as recommended by the State Department of Education), Psychology, and Sociology.
Natural Science	6 credits	Anatomy, Biology, Chemistry, Earth Science, and Geology. Physiology, Physics, Physical Science, Zoology. A maximum of two (2) credits may be derived from vocational science courses jointly approved by the State Department of Education and the State Division of Professional-Technical Education, and/or Applied Biology, and/or Applied Chemistry. (Maximum of two (2) credits).
		Must have laboratory science experience in at least two (2) credits.
		A laboratory science course is defined as one in which at least one (1) class period per week is devoted to providing students with the opportunity to manipulate equipment, materials, or specimens; to develop skills in observation and analysis; and to discover, demonstrate, illustrate, or test scientific principles or concepts.

Subject Area	Minim um Requir ement	Select from These Subject Areas
Humanitie s Foreign Language	2 credits	Literature, History, Philosophy, Fine Arts (if the course includes components recommended by the State Department of Education, i.e., theory, history appreciation and evaluation), and inter-disciplinary humanities (related study of two or more of the traditional humanities disciplines). History courses beyond those required for state high school graduation may be counted toward this category.  Foreign Language is strongly recommended. The Native American Languages may meet the foreign language credit requirement
Other College Preparatio n	3 credits	Speech or Debate (no more than one (1) credit). Debate must be taught by a certified teacher.  Studio/Performing Arts (art, dance, drama, and music).
		Foreign Language (beyond any foreign language credit applied in the Humanities/Foreign Language category).
		State Division of Professional-Technical Education-approved classes (no more than two (2) credits) in Agricultural science and technology, business and office education, health occupations education, family and consumer sciences education, occupational family and consumer sciences education, technology education, marketing education, trade, industrial, and technical education, and individualized occupational training.

c. Placement in entry-level college courses will be determined according to the following criteria.

### **Placement Scores for English**

Class	ACT English Score	SAT English Score	AP Exam	COMPASS Score
English 90	<17	>200	NA	0 - 67
English 101	18-24	>450	NA	68 - 94
English 101 Credit English 102 Placement	25-30	>570	3 or 4	95 -99
Credit English 101 and English 102	>31	>700	5	

## **Placement Scores for Math**

Class	ACT Math Score	SAT Math Score	COMPASS Score
Math 123 Math 127	>19	>460	Algebra > 45
Math 130			

Math 143 Math 147 Math 253-254	>23	>540	Algebra >61
Math 144 Math 160	>27	>620	College Algebra >51
Math 170	>29	>650	College Algebra >51 Trigonometry >51

### NOTES:

In all cases, one credit is defined as a course taken with a minimum of 70 hours of classroom instruction.

If a high school does not offer a required course, applicants may contact the institutional admission officer for clarification of provisional admission procedures.

High school credit counted in one (1) category (e.g., Humanities/Foreign Language) may not count in another category.

Each high school in Idaho has a list of approved courses, which count toward college/university admission.

5. Academic College and University Conditional Admission

It is the Board's intent that a student seeking conditional admission to any public postsecondary institution must take at least two (2) testing indicators that will allow the institution to assess competency and placement.

- a. Submit scores received on ACT (American College Test) or SAT (Scholastic Aptitude Test) prior to enrollment. Effective fall semester 1989.
- b. Effective fall semester 1989, a degree-seeking applicant who does not qualify for admission based on 4.b above but who satisfies one (1) of the criteria below, may be asked to petition the institutional director for admissions.
  - i. A high school graduate from an accredited secondary school who has not completed the Board's Admission Standards core and has a predicted college GPA of 2.00 based on ACT, SAT and/or ACT COMPASS at the institution to which the student is seeking admission.
  - ii. Students who graduate from non-accredited secondary schools or home schools must have a predicted college GPA of 2.00 based on the ACT or SAT at the institution to which the student is seeking admission. In addition, the student must have an acceptable performance on one (1) of the following two (2) testing indicators: (a) GED (General Educational Development) Test; or (b) other standardized diagnostic tests such as the ACT COMPASS, ASSET,

or CPT.

iii. Deserves special consideration by the institution, e.g., disadvantaged or minority students, delayed entry students, returning veterans, or talented students wishing to enter college early.

<u>NOTE</u>: Regarding the ACT/SAT, this requirement is for students who graduated from high school in 1989 or later. Students who have graduated prior to 1989 or who have reached the age of 21 at the time of application are subject to each institution's testing requirements for admission.

c. If admitted, the student must enroll with conditional standing and is subject to the institutional grade retention/probation/dismissal policies; excepting that a student with conditional standing may change to regular admission status upon satisfactory completion of fourteen (14) baccalaureate-level credits, twelve (12) of which must be in four (4) different subject areas of the general education requirements of the institution the student is attending. Regular admission status must be attained within three (3) registration periods or the student will be dismissed, subject to institutional committee appeal procedures.

### 6. Accelerated Learning Program Advanced Opportunities Students

Those secondary students who wish to <u>participate in be admitted under</u> the <u>Accelerated LearningAdvanced Opportunities Program (e.g., dual enrollment, Tech Prep, etc.) outlined in Board Policy Section III.Y. Advanced opportunities, must follow the procedures outlined in the Board's Policy on Accelerated Learning Programs. See Section III, Subsection YBoard Policy III.Y.</u>

#### 7. Transfer Admission

- a. Effective fall semester 1989, a degree-seeking student with fourteen (14) or more semester hours of transferable baccalaureate-level credit from another college or university and a cumulative GPA of 2.00 or higher may be admitted. A student not meeting this requirement may petition the institutional director of admissions. If admitted, the student must enroll on probation, meet all conditions imposed by the institutional admissions committee, and complete the first semester with a 2.00 GPA or higher, or be dismissed.
- b. The community colleges work cooperatively with the college and universities to ensure that transfer students have remedied any high school deficiencies, which may have prevented them from entering four-year institutions directly from high school.

### 8. Compliance and Periodic Evaluation

The Board will establish a mechanism for:

- a. monitoring institutional compliance with the admission standards;
- b. conducting and reporting periodic analyses of the impact, problems, and benefits of the admission standards; and
- c. providing information as necessary and appropriate from the college and universities to the secondary schools and community colleges on the academic performance of former students.
- 9. Professional-Technical Education Admissions
  - a. Open Enrollment.

Idaho's postsecondary institutions that deliver professional-technical education practice open enrollment in the technical programs. Anyone who needs education services that can be provided by the institution is allowed to enter the system at some level.

### ba. Admission Standards

Regular or Conditional admission standards apply to individuals who seek a technical certificate or Associate of Applied Science (A.A.S.) degree through a professional-technical program. The admission standards and placement criteria do not apply to Workforce Development, <a href="Schort-term Training">Short-term Training</a>, Farm Management, Truck Driving, Apprenticeship, and Fire and Emergency Service courses/programs. <a href="Professional-technical programs employ program admission">Professional-technical programs employ program admission</a> processes in addition to institutional program admission (see 9.f. below).

### eb. Placement Tests

Placement test scores indicating potential for success are generally required for enrollment in a professional-technical program of choice. Placement score requirements vary according to the program.

dc. Professional-Technical Educational Idaho Technical College System

The professional-technical programs are offered at the following locations:

Region I Coeur d'Alene, North Idaho College

Region II Lewiston, Lewis-Clark State College

Region III Boise, Boise State University Nampa, College of Western Idaho

Region IV Twin Falls, College of Southern Idaho

Region V Pocatello, Idaho State University

Region VI Idaho Falls, Eastern Idaho Technical College

ed. Purposes

- i. Clarify the importance of career planning and preparation: high school students should be actively engaged in career planning prior to entering the 9th grade. Career planning assures that students have sufficient information about self and work requirements to adequately design an education program to reach their career goals.
- ii. Emphasize that professional-technical courses in high school, including tech prepProfessional-technical Advanced Learning (PTAL) and work-based learning connected to school-based learning, are beneficial to students seeking continued education in professional-technical programs at the postsecondary level.
- iii. Clarify the kind of educational preparation necessary to successfully enter and complete postsecondary studies. Mathematics and science are essential for successful performance in many professional-technical programs. Programs of a technical nature generally require greater preparation in applied mathematics and laboratory sciences.
- iv. Clarify that professional-technical programs of one or two years in length may require additional time if applicants lack sufficient educational preparation.

### fe. Professional Technical Regular Admission

Students desiring *Regular Admission* to any of Idaho's technical colleges must meet the following standards. Students planning to enroll in programs of a technical nature are also strongly encouraged to complete the recommended courses—shown in shaded areas. Placement in Admission to a specific professional-technical program is based on the capacity of the program and placement—specific academic and/or physical requirements established by the technical college/program.

- i. Standards for high school graduates of 1997 and thereafter
  - 1) High School diploma with a minimum 2.0 GPA<sup>1</sup>; and,
  - 2) Placement examination<sup>2</sup> (CPT, ACT COMPASS, ACT, SAT or other diagnostic/placement tests as determined by the institution. CPT or ACT COMPASS scores may also be used to determine placement eligibility for specific professional-technical programs.); and,

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<sup>&</sup>lt;sup>1</sup>An institution may choose to substitute a composite index placement exam score and high school GPA for the GPA admission requirement.

<sup>&</sup>lt;sup>2</sup>If accommodations are required to take the placement exam(s) because of a disability, please contact the College to which you are interested in applying.

- 3) Satisfactory completion of high school coursework that includes at least the following:
  - a) Mathematics -- 4 credits (6 credits recommended) from challenging math sequences of increasing rigor selected from courses such as Algebra I, Geometry, Applied Math I, II, and III, Algebra II, Trigonometry, Discrete Math, Statistics, and other higher level math courses. Two (2) mathematics credits must be taken in the 11th or 12th grade. (After 1998, less rigorous math courses taken in grades 10-12, such as pre-algebra, review math, and remedial math, shall not be counted.)
  - b) Natural Science -- 4 credits (6 credits recommended, with 4 credits in laboratory science) including at least 2 credits of laboratory science from challenging science courses including applied biology/chemistry, principles of technology (applied physics), anatomy, biology, earth science, geology, physiology, physical science, zoology, physics, chemistry, and agricultural science and technology courses (500 level and above).
  - c) *English -- 8 credits.* Applied English in the Workplace may be counted for English credit.
  - d) Other -- Professional-technical courses, including <u>Tech Prepcourses</u> <u>eligible for PTAL consideration</u> <u>sequences</u> and organized work-based learning experiences connected to the school-based curriculum, are strongly recommended. (High School Work Release time not connected to the school-based curriculum will not be considered.)
- ii. Standards for others Seeking Regular Admission

Individuals who graduated from high school, received their GED prior to 1997, or who are at least 21 years old and who desire *Regular Admission* to the technical colleges must complete:

- High School diploma with a minimum 2.0 GPA
   or -
- 2) General Educational Development (GED) certificate<sup>3</sup> and -
- Placement examination (CPT, ACT COMPASS, SAT or other diagnostic/placement tests as determined by the institutions. CPT or ACT COMPASS scores may also be used to determine placement admission

IRSA TAB 6 Page 10

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<sup>&</sup>lt;sup>3</sup>Certain institutions allow individuals who do not have a high school diploma or GED to be admitted if they can demonstrate the necessary ability to succeed in a technical program through appropriate tests or experiences determined by the institution.

eligibility for specific professional-technical programs.)

### 10. Professional Technical Conditional Admission

Students who do not meet all the requirements for regular admission may apply to a technical program under conditional admission. Students who are conditionally admitted must successfully complete appropriate remedial, general and/or technical education coursework related to the professional-technical program for which regular admission status is desired, and to demonstrate competence with respect to that program through methods and procedures established by the technical college. Students desiring *Conditional Admission* must complete:

- a. High School diploma or GED certificate<sup>3</sup>
   and -
- b. Placement examination (CPT, ACT COMPASS, SAT or other diagnostic/placement tests as determined by the institutions. CPT or ACT COMPASS scores may also be used to determine placement eligibility for specific professional-technical programs.)

### 11. Professional Technical Early Admission

High school Tech Preptechnical dual credit students may also be admitted as non-degree seeking beginning in the 11th grade. Diploma and pPlacement exams are not required for regular or conditional admission until the student has completed the 12th grade.

12. Professional Technical Placement Criteria: Procedures for Placement into Specific Professional Technical Programs

In addition to the requirements for admission to a technical program, students need to be aware that specific professional technical programs require different levels of competency in English, science and mathematics. Students must also be familiar with the demands of a particular occupation and how that occupation matches individual career interests and goals. Therefore, before students can enroll in a specific program, the following placement requirements must be satisfied:

- a. Each technical program establishes specific program requirements (including placement exam scores) that must be met before students can enroll in those programs. A student who does not meet the established requirements for the program of choice will have the opportunity to participate in remedial education to improve their skills.
- b. Students should provide evidence of a career plan. (It is best if this plan is developed throughout high school prior to seeking admission to a technical college.)
- c. Technical colleges employ formal procedures and definitions for program

admission. Program admission requirements and procedures are clearly defined and published for each program.

#### **SUBJECT**

Repeal Board Policy III.F, Academic and Program Affairs and amendments to Board Policy III.G, Instructional Program Approval and Discontinuance - Second Reading.

### REFERENCE

March 2005 The Board approved the first reading of proposed amendments to Board Policy III.G that would simplify language, clarify roles for approval, and clearly define requirements for routine changes.

April 2005 The Board approved the second reading of proposed amendments to Board Policy III.G that

would simplify language, clarify roles for approval, and clearly define requirements for routine

changes.

June 2007 The Board approved the first reading of proposed

amendments to Board Policy III.G.

August 2007 The Board approved the second reading of

proposed amendments to Board Policy III.G that would clearly define PTE's program approval

procedures.

June 19, 2013 The Board supported moving forward with policy

amendments to III.G that would streamline and simplify procedures for program review and

approval.

October 17, 2013 The Board approved the first reading to repeal

Board Policy, III.F, Academic and Program Affairs and amendments to Board Policy III.G, Instructional Program Approval and

Discontinuance.

### **BACKGROUND/DISCUSSION**

Proposed amendments include repealing Board Policy Section III.F, Academic and Program Affairs. This policy provides for the Board's responsibility related to academic and program affairs. Policy language in Section III.F was transferred to Section III.G where it aligns with programmatic language and scope.

Additional amendments were made that would significantly change the requirements for approving non-degree programmatic changes and the five-year plans. This included expanding the scope of non-substantive changes to include non-degree programmatic changes such as options, tracks, and emphases. The

proposed changes would remove the requirement for institutions to include nondegree programmatic changes on the five-year plan and the submission of a program proposal. In its place, staff will implement a simplified process in which institutions will be required to submit a letter to the Board office summarizing their changes to academic program components, such as options, minors, emphasis, tracks, and any non-substantive changes prior to making said changes.

Staff also included a provision in Board Policy III.G that would require institutions to obtain approval prior to implementation of any changes to program names or degree titles related to Statewide Program Responsibilities provided in Board Policy III.Z.

Changes from the first reading of this policy include a three-year sunset clause for program approvals and a requirement for institutions to notify the Board office of program implementation. The proposed changes are intended to help improve program tracking in the Board office and keep records up-to-date.

### **IMPACT**

Approval of proposed amendments to the requirements for the five-year plan and the program proposal will create efficiencies for institutions and decrease the number of proposals submitted to the Board office, and in some cases to the Board. Amendments will also allow institutions more flexibility in the development of non-degree programmatic components that may be less substantive in nature.

### **ATTACHMENTS**

Attachment 1 – Second Reading, Repeal Board Policy III.F, Academic and Program Affairs – Redlined Page 5

Attachment 2 - Second Reading, Proposed Amendments to Board Policy III.G, Instructional Program Approval and Discontinuance - Redlined Page 7

### STAFF COMMENTS AND RECOMMENDATIONS

Board staff received additional feedback from the Registrars after the first reading of Board Policy III.G. At their bi-annual meeting, the Registrars discussed the proposed removal of definitions for a minor, emphasis, and option. They discussed whether it would affect their ability to guide curriculum committees with program approval. This feedback was shared and discussed with the Council on Academic Affairs Programs (CAAP) at their October and November meetings. CAAP maintained their position to remove definitions because they were not well-defined and agreed that institutions would develop a definition internally to be used campus-wide.

Proposed amendments to Board Policy III.G will provide institutions and staff the necessary guidance for program proposal submission and procedures for approval. Board staff and CAAP recommend approval as presented.

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SECTION: III. POSTSECONDARY AFFAIRS

F. Academic Affairs and Programs April 2002

### **Coverage and Purpose**

The Board is responsible for the establishment, maintenance, and general supervision of policies and procedures governing the academic and program affairs of the institutions. For the purpose of these policies and procedures, "academic and program affairs" includes, but is not limited to, new and expanded academic and vocational program approval, program review, program consolidation, modification, or discontinuance; long-range planning; continuing education; and any related matters.

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### **Idaho State Board of Education**

### **GOVERNING POLICIES AND PROCEDURES**

SECTION: III. POSTSECONDARY AFFAIRS

SUBSECTION: G. Postsecondary Program Approval and Discontinuance December 2013

The Board is responsible for the establishment, maintenance, and general supervision of policies and procedures governing the academic and program affairs of the institutions. This subsection shall apply to the University of Idaho, Idaho State University, Boise State University, Lewis-Clark State College, Eastern Idaho Technical College, North Idaho College, the College of Southern Idaho, and the College of Western Idaho.

The Board affirms that a major percentage of instructional and professional-technical program planning, assessment, and review rests with the institutions, both in theory and in practice. In addition, program planning shall be a collaborative process which includes the Board, Board staff, the institutions, faculty, external advisory groups, regional and specialized accreditation bodies, and other stakeholders pursuant to Board Policy Section III.Z. However, the Board has final authority and responsibility for program approval and how a program and the curriculum relate to other institutions, the system as a whole, and the educational and workforce needs of the state. All postsecondary program approvals will include identifiable learning outcomes and competency measurements for graduates of their programs as defined in Board Policy Section III.X.

#### 1. Classifications and Definitions

- a. Instructional Unit(s) shall mean departments, institutes, centers, divisions, schools, colleges, campuses, branch campuses, and research units (e.g. extension centers) that are responsible for academic programs.
- b. Administrative Unit(s) shall mean offices, centers, bureaus, or institutes that are responsible for carrying out administrative functions, research, or public service as their primary purpose, and are not responsible for programs.
- c. Academic Program(s) shall mean a systematic, usually sequential, grouping of courses forming a considerable part, or all, of the requirements (i.e., curricula) that provides the student with the knowledge and competencies required for an academic certificate, an associate, baccalaureate, master's, specialist, or doctoral degree as defined in Board Policy Section III.E. A course or series of courses leading to an Academic Certificate of Completion is not considered an academic program for approval purposes.
- d. Major(s) shall mean a principal field of academic specialization that usually accounts for 25 to 50 percent of the total degree requirements. The concentration of coursework in a subject-matter major serves to distinguish one program from others leading to the same or a similar degree.
- e. Academic Program Components shall include options, minors, emphases, tracks, concentrations, specializations, and cognates as defined by each institution.

SECTION: III. POSTSECONDARY AFFAIRS

SUBSECTION: G. Postsecondary Program Approval and Discontinuance December 2013

f. Professional-Technical Program(s) shall mean a sequence or aggregation of competencies that are derived from industry-endorsed outcome standards and directly related to preparation for employment in occupations requiring professional-technical certificates or an associate of applied science degree as defined in Board Policy Section III.E. These programs must include competency-based applied learning that contributes to an individual's technical skills, academic knowledge, higher-order reasoning, and problem-solving skills. A course or series of courses leading to a technical certificate of completion is not considered a program for approval purposes.

g. Professional-Technical Program Components shall include option(s); which shall mean alternative instructional paths to fields of specialized employment, consisting of more than one specialized course, and may have a separate advisory committee.

### 2. Roles and Responsibilities

- a. Institutions shall establish internal program review processes and procedures. Institutions shall follow their internal review processes and procedures pursuant to Board Policy Section III.H. prior to forwarding proposals to the Board.
- b. Program proposals shall be reviewed by the Council on Academic Affairs and Programs (CAAP). CAAP shall make recommendations to the Instruction, Research, and Student Affairs (IRSA) committee on instructional programmatic matters and related policy issues.
- c. The Idaho Division of Professional-Technical Education and the Professional Standards Commission shall review and make recommendations as appropriate to IRSA and/or the Board on instructional programmatic matters and policy issues related to their roles and responsibilities.

### 3. Academic Program Proposal Submission and Approval Procedures

Subsequent to institutional review and consistent with institutional policies, all requests requiring Board or Executive Director approval will be submitted by the institution to Board staff as a proposal in accordance with a template developed by the Board's Chief Academic Officer. Each proposal shall be reviewed by CAAP within 30 days from receipt of said proposal. For purposes of this Section, financial impact shall mean the total financial resources, regardless of funding source, needed to support personnel costs, operating expenditures, capital outlay, capital facilities construction or major renovation, and indirect costs that are generated as a direct result of the new instructional program or modification to an existing program. Proposals that require new state appropriations shall also be included in the annual budget request of the institution for Board approval.

SECTION: III. POSTSECONDARY AFFAIRS

SUBSECTION: G. Postsecondary Program Approval and Discontinuance December 2013

### a. Branch Campuses

The establishment of a new branch campus or change in location geographically apart from the main campus where the institution offers at least 50% of an education program shall require Board approval regardless of fiscal impact. This subsection of policy excludes community colleges.

### b. Academic Programs

- i. All new, modification, and/or discontinuation of academic program majors certificates, bachelor's, master's, doctorates, instructional units, administrative units, expansions, consolidations, and transition of existing programs to an on-line format require completion of the program proposal prior to implementation.
  - 1) The Board shall approve, prior to implementation, any new, modification, and/or discontinuation of academic or professional-technical programs, with a financial impact of \$250,000 or more per fiscal year.
  - 2) The Executive Director shall approve, prior to implementation, any new, modification, and/or discontinuation of academic or professional-technical programs, with a financial impact of less than \$250,000 per fiscal year.
  - 3) The Board shall approve, prior to implementation, any new, modification, and/or discontinuation of all graduate academic programs leading to a master's, specialist, or doctoral degree regardless of fiscal impact.
  - 4) The Executive Director may refer any proposal to the Board or subcommittee of the Board for review and action.
- ii. Modifications to existing programs shall include, but not be limited to, the following:
  - 1) Converting one program option into a stand-alone program.
  - 2) Consolidating an existing program to create one or more new programs.
  - 3) Adding a degree program not already approved by the Board.
  - 4) Adding courses that represent a significant departure from existing program offerings or method of delivery from those already evaluated and approved by the Board.
  - 5) Transitioning of existing programs to an on-line format.

SECTION: III. POSTSECONDARY AFFAIRS

SUBSECTION: G. Postsecondary Program Approval and Discontinuance December 2013

6) Changes from clock hours to credit hours or vice-versa, or substantial increase or decrease in the length of a program or number of clock or credit hours awarded for successful completion of program.

- iii. All doctoral program proposals shall require an external peer review. The external peer-review panel shall consist of at least two (2) members and will be selected by the Board's Chief Academic Officer and the requesting institution's Provost. External reviewers shall not be affiliated with a public Idaho institution. The review shall consist of a paper and on-site peer review, followed by the issuance of a report and recommendations by the panel. Each institution shall provide the panel with a template developed by the Board's Chief Academic Officer. The peer reviewer's report and recommendations will be a significant factor of the Board's evaluation of the program.
- iv. New educator preparation programs require concurrent submission of the program proposal to the Board office and the Professional Standards Commission (PSC) prior to implementation. The PSC ensures that programs meet the Idaho standards for certification. The Board office ensures that the program proposal is consistent with the program approval process. meets the standards approved by the Board and established in rule.

### c. Academic Program Components

Modification of existing academic program components may or may not require a proposal. For academic program components that require a proposal, subsection 4.b.i. of this policy applies.

New, modification, and/or discontinuation of academic program components; program name or title changes to degrees, departments, divisions, colleges, or centers; or changes to Classification of Instructional Programs (CIP) codes require a formal letter notifying the Office of the State Board of Education prior to implementation of such changes. If the change is judged to be consistent with academic program components as provided in this section, Board staff will notify the institution in writing that they may proceed with said changes. If the change is determined to be inconsistent with academic program components or the CIP code change represents a significant departure from existing offerings, Board staff will notify the institution in writing and they will be required to complete a program proposal.

i. Changes to program names or degree titles related to Statewide Program Responsibilities as provided in Board Policy III.Z., require a proposal as specified in subsection 4.b.i of this policy, and shall be reviewed and approved by the Board.

SECTION: III. POSTSECONDARY AFFAIRS

SUBSECTION: G. Postsecondary Program Approval and Discontinuance December 2013

ii. Non-substantive changes do not require notification or approval. These shall include minor curriculum changes; minor credit changes in a program; descriptions of individual courses; other routine catalog changes; and do not require additional funding to implement. Institutions must provide prior notification of a name or title change for programs, degrees, departments, divisions, colleges, or centers via a letter to the Office of the State Board of Education.

### 4. Professional-Technical Program Proposal Submission and Approval Procedures

New, modification, and/or discontinuation of professional-technical programs, instructional units, expansions, consolidations, and transition of existing programs to an on-line format require completion of the program proposal prior to implementation. Professional-technical program proposals shall be forwarded to the State Administrator of the Division of Professional-technical Education for review and recommendation. The State Administrator shall forward the request to CAAP for Once CAAP and/or State administrator its review and recommendation. recommends approval, the proposal shall be forwarded. along recommendations, to the Board for action. Requests that require new state appropriations shall be included in the annual budget request of the State Division of Professional-Technical Education for Board approval. For purposes of this Section, financial impact shall mean the total financial resources, regardless of funding source, needed to support personnel costs, operating expenditures, capital outlay, capital facilities construction or major renovation, and indirect costs that are generated as a direct result of the new instructional program or modification to an existing program. Proposals that require new state appropriations shall also be included in the annual budget request of the institution for Board approval.

- a. The Board shall approve, prior to implementation, any new, modification, and/or discontinuation of professional-technical programs with a financial impact of \$250,000 or more per fiscal year.
- b. The Executive Director shall approve, prior to implementation, any new, modification, and/or discontinuation of professional-technical programs with a financial impact of less than \$250,000 per fiscal year.
- c. The Executive Director may refer any proposal to the Board or subcommittee of the Board for review and action.
  - i. Non-substantive changes to courses within a current program (e.g., course number, title, description, addition, deletion, and/or credit hours) must be submitted to the State Division of Professional-Technical Education.

SECTION: III. POSTSECONDARY AFFAIRS

SUBSECTION: G. Postsecondary Program Approval and Discontinuance December 2013

ii. Changes to a program's status to inactive, or name title changes (e.g., programs, degrees, certificates, departments, divisions, colleges, or centers) require a formal letter notifying the State Administrator prior to implementation of such changes. If the change is judged to be consistent with program components as provided in this section, the State Administrator will notify the institution in writing that they may proceed with said changes. If the change is determined to be inconsistent with definition of program components, the State Administrator will notify the institution in writing and they will be required to complete the program proposal.

# 5. Sunset Clause for Program Approval

Board or Executive Director approval of academic and professional-technical education programs shall include a three-year sunset clause. A program not implemented within the three years from the date of its approval shall be resubmitted by the institution to the Board or Executive Director for approval. Institutions shall submit a new proposal to include a justification for the renewal.

# 56. Academic and Professional-Technical Program Proposal Denial Procedures

- a. The Executive Director shall act on any request within thirty (30) days.
- b. If the Executive Director denies the proposal he/she shall provide specific reasons in writing. The institution shall have thirty (30) days in which to address the issue(s) for denial of the proposal. The Executive Director has ten (10) working days after the receipt of the institution's response to re-consider the denial. If the Executive Director denies the request after re-consideration, the institution may send its request and the supporting documents related to the denial to the Board for final reconsideration.

# 67. Program Discontinuance

The primary considerations for instructional program discontinuance will be whether the instructional program is an effective use of the institution's resources, no longer serves student or industry needs, or when programs no longer have sufficient students to warrant its allocation. This policy does not apply to instructional programs that are discontinued as a result of financial exigency as defined and discussed in Board Policy Section II.N. of these policies.

For professional-technical program discontinuance, institutions shall adhere to criteria and procedures as provided in IDAPA 55.01.02.

a. Students

SECTION: III. POSTSECONDARY AFFAIRS

SUBSECTION: G. Postsecondary Program Approval and Discontinuance December 2013

Institutions shall develop policies, in accordance with the Northwest Commission on Colleges and Universities Accreditation Handbook, which requires institutions to make appropriate arrangements for enrolled students to complete affected programs in a timely manner with minimum interruptions.

# b. Employees

- i. Any faculty or staff members whose employment the institution seeks to terminate due to the discontinuance of a program based upon Board Policy Section III.G. shall be entitled to the following procedures:
  - 1) Non-classified contract employees, including non-tenured faculty, may be dismissed or have their contracts terminated or non-renewed in accordance with Board and institutional policies.
  - 2) State of Idaho classified employees shall be subject to layoff as provided in the rules of the Division of Human Resources. Classified employees of the University of Idaho shall be subject to layoff as provided in the policies of the University of Idaho.
  - 3) Tenured faculty will be notified in writing that the institution intends to dismiss them as a result of program discontinuance. This notice shall be given at least twelve (12) months prior to the effective date of termination.
  - 4) An employee who receives a notice of termination as a result of program discontinuance is entitled to use the internal grievance procedures of the institution. The sole basis to contest a dismissal following a program closure is in compliance with these policies.

# 78. Reporting

- a. The Office of the State Board of Education shall report quarterly to the State Board of Education all program approvals and discontinuations approved by the Executive Director.
- <u>b.</u> All graduate level programs approved by the State Board of Education require a report on the program's progress in accordance with a timeframe and template developed by the Board's Chief Academic Officer.
- c. Institutions shall notify the Board office in writing when an approved program has been officially implemented.

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# INSTRUCTION, RESEARCH, AND STUDENT AFFAIRS DECEMBER 19, 2013

#### **SUBJECT**

Repeal Board Policy III.K, Credit for Prior Learning – Second Reading and Proposed amendments to Board Policy III.L, Continuing Education/Off-Campus Instruction - Second Reading.

#### REFERENCE

March 1999	Board approved the first reading of	the proposed
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amendments to Board Policy III.K, Prior Learning.

April 1999 Board approved the second reading of the proposed

amendments to Board Policy III.K, Prior Learning as

amended.

December 2008 Board approved the second reading of the proposed

amendments to Board Policy III.L, Continuing

Education/Off-Campus Instruction.

August 15, 2013 Board tabled the request to repeal III.K Credit for Prior

Learning and tabled first reading of proposed amendments to Board Policy III.L, Continuing

Education/Off-campus Instruction.

October 17, 2013 The Board approved the first reading to repeal Board

Policy III.K, Credit for Prior Learning and proposed amendments to Board Policy III.L, Continuing

Education/Off-Campus Instruction.

#### APPLICABLE STATUTE, RULE, OR POLICY

Idaho State Board of Education Governing Policies and Procedures, Section III.K, Credit for Prior Learning and Section, III.L, Continuing Education/Off-Campus Instruction.

Section 33-3727, Idaho Code, Military Education, Training and Service – Award of Academic Credit.

#### **BACKGROUND/DISCUSSION**

Proposed amendments include striking out language that deals with off-campus instruction in III.L and transferring the service region sections to Board Policy III.Z. Additional amendments include a revised definition for continuing education and revised minimum standards for continuing education activities.

Amendments also include repealing III.K, Prior Learning and transferring language to a new section in Board Policy III.L that would deal with credit for prior learning. Staff also included a revised definition for prior learning and incorporated language for standards that would align with the Northwest Commission on Colleges and Universities (NWCCU) accreditation standards. This included the requirement established in section 33-3727, Idaho Code

# INSTRUCTION, RESEARCH, AND STUDENT AFFAIRS DECEMBER 19, 2013

regarding the awarding of credit for training and serves for members of the armed forces or reserves.

There were no additional amendments made between the first and second reading.

#### **IMPACT**

Proposed amendments to Board Policy III.L will create efficiencies among existing policies and provide institutions and staff the necessary guidance for continuing education and credit for prior learning activities. These changes will also set the foundation for additional work to be done on developing a statewide framework for awarding credit for prior learning.

#### **ATTACHMENTS**

Attachment 1 – Repeal, Board Policy III.K. Credit for Prior Learning Page 3
Attachment 2 – Proposed Amendments to Board Policy III.L. Continuing
Education and Credit for Prior Learning - Redlined Page 5

#### STAFF COMMENTS AND RECOMMENDATIONS

No concerns were raised between the first and second reading. Board staff and CAAP recommend approval as presented.

#### **BOARD ACTION**

I move to approve the second reading of amendments to Board Policy III.K, Credit for Prior Learning, repealing the section in its entirety.

ivioved by	Seconded by	Carried Yes	NO
	ve the second reading of Pr Education and Credit f	•	,
Moved by	Seconded by	Carried Yes	No

SECTION: III. POSTSECONDARY AFFAIRS

K. Prior Learning April 2012

Prior learning, is the award of credit for knowledge acquired from work and life experiences, mass media, independent reading and study, Advanced Placement (AP), the College Level Examination Program (CLEP), challenge courses, American Council on Education (ACE) approved military education or experience, and competency testing. Credit for prior learning may be granted only at the undergraduate level. Each institution will establish its own policies and procedures for evaluating and awarding prior learning credit, subject to the following general Board policies and the policies of the Northwest Commission on Colleges and Universities.

Prior learning from institutions that are not accredited by a Board recognized accreditation agency has special considerations. Students transferring experiential or prior learning credit from non-accredited educational sources may encounter special problems in the portability of their prior learning credits.

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**SECTION: III. POSTSECONDARY AFFAIRS** 

L. Continuing Education and Credit for Prior Learning

December 2013

The purpose of this policy is to ensure access and opportunities for citizens to continue their education regardless of location, age, and job responsibilities. Colleges and Universities are charged with providing the Continuing Education Programs that address such needs. Subsection L. shall apply to the University of Idaho, Boise State University, Idaho State University, Lewis-State Clark College, Eastern Idaho Technical College, College of Southern Idaho, College of Western Idaho, and North Idaho College (hereinafter "institutions"). Additionally, this policy establishes the foundation by which institutions shall provide students with opportunities to demonstrate competencies acquired through life experience by developing options for credit for prior learning.

### 1. Definitions

- a. Continuing Education shall include educational activities that extend postsecondary opportunities beyond an institution's traditional campus and traditional students, through both credit and noncredit programs. The general purpose of continuing education is to provide access to degree programs for citizens who are place-bound and or working full-time; workforce training; certification programs; and professional development opportunities to enhance lifelong learning, personal development and cultural enrichment of the individual and community.
- b. Credit for Prior Learning shall include demonstration of learning outcomes for knowledge acquired from work and life experiences, independent reading and study, various tests like Advanced Placement (AP) and the College Level Examination (CLEP), and/or approved military education or experiences.

#### 2. Minimum Standards

# a. Continuing Education Activities

- i. Institutions are charged with providing continuing education programs that are conducive with their mission and the needs of their service region(s).
- ii. All continuing education activities must be accountable to and monitored by the appropriate undergraduate or graduate organization of the institution (i.e., the curriculum committee, respective administrators, graduate curriculum committee, and faculty council), and approved by the chief academic officer of the institution, or their designee, as meeting their standards.
  - All academic credit activities shall be equivalent in quality to comparable instructional courses and programs offered on the campuses of the institutions, especially with respect to:
    - a) the appointment, orientation, supervision, and evaluation of faculty members in the courses, programs, or activities;

**SECTION: III. POSTSECONDARY AFFAIRS** 

L. Continuing Education and Credit for Prior Learning

December 2013

- b) procedures for the approval of courses, programs, or activities;
- c) the stature of the curriculum with respect to its organization, appropriateness, level, intellectual demands, instructional contact time, and out-of-class effort;
- d) the admission of students, the advising process, and the evaluation of student performance in courses, programs, or activities;
- e) the support offered by library, classroom, laboratory, and other resources; the detailed as well as general responsibility for the quality of courses, programs, and activities accepted by the appropriate academic and administrative units on the campus; and
- f) the keeping of student records for such activities as admission, academic performance, and transfer credit.
- 2) Non-credit activities and other special programs shall abide by nationally accepted practices:
  - a) The granting of Continuing Education Units (C.E.U.) for courses and special learning activities is guided by generally accepted norms; based on institutional mission and policy; consistent across the institution, wherever offered and however delivered; appropriate to the objectives of the course; and determined by student achievement of identified learning outcomes.
  - b) The institution maintains records which describe the number of courses and nature of learning provided through noncredit instruction.

# b. Credit for Prior Learning

All credit for prior learning must be guided by approved institutional policies and procedures. These policies and procedures must include the awarding of credit for education, training or service completed by an individual as a member of the armed forces or reserves as outlined in Section 33-3727 Idaho Code. Institutions shall make no assurances regarding the number of credits to be awarded prior to the completion of the institution's review process. Institutional policies and procedures shall maintain the following minimum standards:

 Credits shall be awarded only at the undergraduate level to enrolled students.

**SECTION: III. POSTSECONDARY AFFAIRS** 

L. Continuing Education and Credit for Prior Learning

December 2013

- ii. Credits shall be awarded only for documented student achievement that is equivalent to expected learning outcomes for courses within the institution's regular curricular offerings.
- iii. Credits shall be awarded based on the recommendation of appropriately qualified faculty.
- iv. Credits shall be limited to a maximum of 25% of the credits required for a degree.
- Credits shall be identified on students' transcripts as prior learning credits and may not duplicate other credit awarded to the student in fulfillment of degree requirements.

# 3. Service Regions and Inter-Institutional Collaboration

The Board has established primary service regions identified in Board Policy Section III.Z. for the college and universities and professional technical education based on the geography of the state. Service regions of North Idaho College, the College of Southern Idaho, and the College of Western Idaho have been established pursuant to Section 33-2101, Idaho Code. Institutional chief academic officers will develop Memorandums Of Understanding to facilitate collaboration between the institutions consistent with Board Policy Section III.Z.b.ii.

#### 4. Fees

Fees for continuing education and credit for prior learning shall be assessed consistent with Board Policy Section V.R.

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# INSTRUCTION, RESEARCH, AND STUDENT AFFAIRS DECEMBER 19, 2013

#### **SUBJECT**

Proposed Amendments to Board Policy III.Z, Planning and Delivery of Postsecondary Programs and Courses – Second Reading

#### REFERENCE

April 2011

Board approved the first reading of the proposed amendments to Board Policy III.Z, Planning and Delivery of Postsecondary Programs to include the inclusion of statewide program responsibilities into policy.

policy.

June 2011 Board approved the second reading of the proposed

amendments to Board Policy III.Z. Planning and Delivery of Academic Programs and Courses as

amended.

June 19, 2013 The Board was presented with proposed corrections

to institutions' statewide program responsibilities.

August 15, 2013 The Board approved the first reading of the proposed

amendments to Board Policy III.Z, Planning and Delivery of Postsecondary Programs and Courses.

### APPLICABLE STATUTE, RULE, OR POLICY

Idaho State Board of Education Governing Policies and Procedures, Section III.Z, Planning and Delivery of Postsecondary Programs and Courses.

### **BACKGROUND/DISCUSSION**

Board staff held a work session with the Provosts in April 2013 to discuss the Five-Year Plan and potential concerns with proposed program plans and potential collaborations. This process led to a discussion on the need to revisit statewide program responsibilities and make corrections to program titles and degrees to align with current trends and national standards. Board staff worked with the Council on Academic Affairs and Programs (CAAP) to bring the statewide programs list up-to-date, which also resulted in additional amendments to policy.

Changes from the first reading of this policy include adding the Statewide Program Responsibility and Service Region Program Responsibility definitions back into policy and reorganizing the order of definitions. Staff also added language under the Designated Institutions definition that would clarify the service region responsibility for academic and professional-technical programs in relation to the community colleges. Additional language was also included under Statewide Program Delivery to state that the statewide program list will be reviewed for alignment by the Board every two years concurrently with the update to the five-year plan.

# INSTRUCTION, RESEARCH, AND STUDENT AFFAIRS DECEMBER 19, 2013

Additional amendments made from the first reading of this policy include clarifying the University of Idaho's (UI) statewide program list, specifically to clarify the current degree titles in natural resources and agriculture.

Other amendments made to the statewide program list of responsibilities include Idaho State University (ISU) adding their existing Ph.D. in Clinical Psychology program, their Ph.D. in Health Physics, and their new Doctor of Nursing Practice to reflect the shared responsibility with Boise State University (BSU). New language related to the UI's WWAMI and W-I Vet med programs was also added. This language comes directly from the original Board approved Mission for the UI. BSU did not request significant corrections.

Proposed amendments to Board Policy III.Z also address online program delivery. Currently, Board Policy III.Z does not provide coverage for programs offered online, through correspondence, continuing education courses, or dual credit courses for secondary students. The Instruction, Research, and Student Affairs (IRSA) Committee charged CAAP with evaluating existing policy to determine if provisions were necessary for online program delivery. At their June 27, 2013 meeting, CAAP determined that Board Policy III.Z should not apply to online programs but recommended that a definition for online should be added to policy.

In reviewing other Board policies in Postsecondary Affairs staff determined Board Policy III.L, Continuing Education/Off-Campus Instruction had significant overlap and areas that should be consolidated into Board Policy III.Z. The intent of this policy is to assist institutions in developing appropriate measures to ensure access and encourage collaboration among the state's two-year and four-year institutions in providing continuing education. Staff proposes to transfer sections of Board Policy III.L, relating to primary service regions to Board Policy III.Z.

#### **IMPACT**

Proposed amendments to Board Policy III.Z will provide greater clarity, create efficiencies among existing policies, and provide institutions and staff the necessary guidance for online program delivery.

#### **ATTACHMENTS**

Attachment 1 – Proposed Amendments to Board Policy III.Z Planning and Delivery of Postsecondary Programs and Courses Page 5

#### STAFF COMMENTS AND RECOMMENDATIONS

Staff worked with the universities to review the current statewide responsibilities to ensure the degree titles and levels are accurate. To further clarify the University of Idaho's program list, staff removed the Natural Resources M.S. and Ph.D. from each of the program areas and listed it as a separate item at the end of the list. With regard to the Natural Resources, the UI previously had an M.S. in each of the program areas currently listed in policy. The problem was that their

# INSTRUCTION, RESEARCH, AND STUDENT AFFAIRS DECEMBER 19, 2013

M.S. was not in those program areas (i.e., Fishery Resources, Wildlife Resources, etc.), the UI only offered the Master's degree in Natural Resources. This change was made and approved by the Board in 2009 as part of their first run at program prioritization. In addition, the UI added the M.N.R. and the Ph.D. because they believe those should have been included in the original policy.

Staff also included a revision to the UI's statewide responsibility statement to reflect their assignment for regional medical and veterinary medical education in which the state of Idaho participates.

Board staff and CAAP recommend approval as presented.

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III.Z,	Planning	and	Delivery	of	Postsecondary	Programs	and	Courses	as
subm	itted.								

WOVED BY OCCURRED BY OUTFICE FCS	Moved by	Seconded by	Carried Yes	No
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# INSTRUCTION, RESEARCH, AND STUDENT AFFAIRS DECEMBER 19, 2013

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**SUBSECTION:** Z. Planning and Delivery of Postsecondary Programs and Courses

The purpose of this policy is to ensure that Idaho's public postsecondary institutions meet the educational and workforce needs of the state through academic planning, alignment of programs and courses (hereinafter referred to collectively as "programs"), and collaboration and coordination. This subsection shall apply to the University of Idaho, Boise State University, Idaho State University, Lewis-State Clark College, Eastern Idaho Technical College, College of Southern Idaho, College of Western Idaho, and North Idaho College (hereinafter "institutions"). It is the intent of the State Board of Education (the Board) to optimize the delivery of academic programs while allowing institutions to grow and develop consistent with their vision and mission with an appropriate alignment of strengths and sharing of resources.

This policy requires the preparation and submission of academic plans to advise and inform the Board in its planning and coordination of educational programs in a manner that enhances access to quality programs, while concurrently increasing efficiency, avoiding unnecessary duplication and maximizing the cost-effective use of educational resources. As part of this process, the Board hereby identifies and reinforces the responsibilities of the institutions governed by the Board to deliver Statewide Programs. The provisions set forth herein serve as fundamental principles underlying the planning and delivery of programs pursuant to each institution's assigned Statewide and Service Region Program Responsibilities. These provisions also require collaborative and cooperative agreements, or memorandums of understanding, between and among the institutions.

This policy is applicable to campus-based face-to-face programs, including those that use technology to facilitate and/or supplement a physical classroom experience. It also applies to hybrid and blended programs where a substantial portion of the content is delivered on-line and typically has reduced seat time. This policy is not applicable to programs for which 90% or more of all activity is required or completed online, or dual credit courses for secondary education.

#### 1. Definitions

- a. <u>Designated Institution shall mean an institution whose main campus is located in a service region as identified in subsection 2.b.ii.1) and 2) below.</u>
  - i. For purposes of this Section III.Z., with respect to academic programs, Designated Institutions and Partnering Institutions shall include only the University of Idaho, Idaho State University, Boise State University, and Lewis-Clark State College and shall have Service Region Program Responsibility for those regions identified in subsection 2.b.ii.1).
  - ii. For purposes of this Section III.Z., with respect to professional-technical programs, Designated Institutions and Partnering Institutions shall include only the College of Southern Idaho, College of Western Idaho, North Idaho College, Eastern Idaho Technical College, Lewis-Clark State College, and

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Idaho State University and shall have Service Region Program Responsibility for those regions identified in subsection 2.b.ii.2).

- b. Partnering Institution shall mean either (i) an institution whose main campus is located outside of a Designated Institution's identified service region but which, pursuant to a Memorandum of Understanding, offers Regional Programs in the Designated Institution's primary service region, or (ii) an institution not assigned a Statewide Program Responsibility which, pursuant to a Memorandum of Understanding with the institution assigned the Statewide Program Responsibility, offers and delivers a statewide educational program.
- c. Service Region Program shall mean an educational program identified by the Board to be delivered by a Designated Institution within its respective service region that meets regional educational and workforce needs. within its respective service region that meets regional educational and workforce needs.
- d. 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 subsection 2.b.ii. 1) and 2) below. Service Region Program Responsibilities are assigned to the Designated Institution in each service region, but may be offered and delivered by Partnering Institutions in accordance with the procedures outlined in this policy.
- b.e. Statewide Program shall mean an educational program identified by the Board to be delivered by a particular institution which meets statewide educational and workforce needs. based on that institution's unique strengths, to be delivered by that institution in all regions of the state. Lewis-Clark State College, Eastern Idaho Technical College, North Idaho College, College of Southern Idaho, and College of Western Idaho do not have Statewide Program representations.
- e.f. Statewide Program Responsibility shall mean an institution's responsibility to offer and deliver a Statewide Program in all regions of the state. Statewide Program Responsibilities are assigned to a specific institution by the Board, taking into account the degree to which such program is uniquely provided by the institution.
- d. Service Region Program shall mean an educational program identified by the Board to be delivered by a Designated Institution within its respective service region that meets regional educational and workforce needs.
- e. 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. Service Region Program Responsibilities are assigned to the Designated

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Institution in each service region, but may be offered and delivered by Partnering Institutions in accordance with the procedures outlined in this policy.

- f. Designated Institution shall mean an institution whose main campus is located in a service region as identified in subsection b.ii.1)-2) below.
- g. Partnering Institution shall mean either (i) an institution whose main campus is located outside of a Designated Institution's identified service region but which, pursuant to a Memorandum of Understanding, offers Regional Programs in the Designated Institution's primary service region, or (ii) an institution not assigned a Statewide Program Responsibility which, pursuant to a Memorandum of Understanding with the institution assigned the Statewide Program Responsibility, offers and delivers a statewide educational program.

# 2. Planning and Delivery Process and Requirements

# a. Planning

#### i. Five-Year Plan

The Board staff shall, <u>utilizing using</u> the Institution Plans submitted, create and maintain a rolling five (5) year academic plan (Five-Year Plan) which includes all current and proposed institution programs. The Five-Year Plan shall be approved by the Board every two years.

### ii. Institution Plan

Each institution shall, in accordance with a template to be developed by the Board's Chief Academic Officer, create and submit to Board staff a rolling five (5) year academic plan, to be updated every two years, that describes all current and proposed programs and services to be offered in alignment with each institution's Statewide and Service Region Program responsibilities (the Institution Plan). Institution Plans shall be developed pursuant to a process of collaboration and communication with the other institutions in the state.

#### 1) Statewide Program Institution Plan

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approval of the Institution Plan, each Institution Plan shall include the following:

- A needs assessment to include a minimum of the timeline for delivery of the program, a summary of the anticipated costs of delivery and resources, including facility needs and costs pursuant to guidelines developed by the Board's Chief Academic Officer.
- A description of the Statewide Programs to be delivered throughout the state and the resources to be employed.
- A description of the Statewide Programs offered, or to be offered, by a Designated or Partnering Institution.
- A summary of the terms of Memoranda of Understanding (MOU's), if any, entered into with Partnering Institutions pursuant to Subsection b.iii. below.

# 2) Service Region Program Institution Plan

It is the responsibility of the Designated Institution to plan for and determine the best means to deliver Service Region Programs that respond to the educational and workforce needs of its service region. If, in the course of developing or updating its Institution Plan, the Designated Institution identifies a need for the delivery of a program within its service region, and the Designated Institution is unable to provide the program, then the Designated Institution shall coordinate with a Partnering Institution (including institutions with Statewide Program responsibilities if applicable) located outside of the primary service region to deliver the program in the service region as set forth in Subsection b.ii.1) below. The Institution Plan developed by a Designated Institution shall include at a minimum the following:

- The ongoing and future workforce and educational needs of the region.
- A description of the academic programs to be delivered in the service region, or outside of the service region, by the Designated Institution and the resources to be employed.
- A description of programs offered, or to be offered, in the service region by Partnering Institutions, including any anticipated transition of programs to the Designated Institution.

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• A description of Statewide Programs to be offered in the service region by an institution with Statewide Program #Responsibilities, or by the Designated Institution in coordination with the institution holding the Statewide Program #Responsibility.

A summary of the terms of MOU's, if any, entered into between the
Designated Institution and any Partnering Institutions as set forth in
accordance with Subsection b.iii. below. If it is anticipated that the
program shall be offered within three (3) years of approval of the
Institution Plan, the description shall include a summary of the
anticipated costs of delivery and the resources and support
required for delivery of the programs, including facility needs and
costs.

# 3) Plan Updates

Every two years, on a schedule to be developed by the Board's Chief Academic Officer, Institution Plans shall be updated and submitted to Board staff as follows:

- Preliminary Institution Plans shall be developed according to a template provided by the Board's Chief Academic Officer and submitted to the Council for Academic Affairs and Programs (CAAP) for review, discussion and coordination at least sixty (60) days prior to submitting to Board staff.
- Following review by CAAP, Institution Plans shall be submitted to Board staff. Upon submission of the Institution Plans to Board staff, the Board's Chief Academic Officer shall review the Institution Plans for the purpose of optimizing collaboration and coordination among institutions, ensuring efficient use of resources, and avoiding unnecessary duplication of programs.
- In the event the Board's Chief Academic Officer recommends material changes, they he/she shall work with the institutions and then submit those recommendations to CAAP for discussion prior to submission to the Board for inclusion in the Five-Year Plan.
- The Board's Chief Academic Officer shall then provide <u>his/her</u> recommendations to the Board for enhancements, if any, to the Institution Plans at a subsequent Board meeting. Every two years the Board shall approve the Institution Plans through the Five-Year Plan submitted by Board staff. Board approval of Institution Plans acts as a roadmap for institutional planning and

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does not constitute Board approval of a program, and. institutions are still required to follow the standard program approval process as identified in Board Policy Section III.G to gain program approval.

# b. Delivery of Programs

# i. Statewide Program Delivery

The Board has established statewide program responsibilities for the following institutions. This statewide program list shall be reviewed for alignment by the Board every two years concurrently with the update to the five-year plan.

Boise State University shall have responsibility to assess and ensure the statewide delivery of all educational programs in the following degree program areas:

Program Name	Degrees
Public Policy	M.S., Ph.D.
Public Administration	Ph.D.
Community & Regional Planning	M.C.R.P., Ph.D.
Social Work (Region V-VI —shared with	M.S.W.
ISU)	
Social Work	Ph.D.

Idaho State University shall have responsibility to assess and ensure the statewide delivery of all educational programs in the following degree program areas:

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Program Name	Degrees
Audiology	Au.D., Ph.D.
Physical Therapy	D.P.T., Ph.D.
Occupational Therapy	M.O.T.
Pharmaceutical Science	M.S., Ph.D.
Pharmacy Practice	Pharm.D.
Nursing (Region III shared w/ BSU)	M.S., D.N.P.
Nursing	Ph.D.
Physician Assistant	M.P.A.S.
Speech Pathology	M.S.
Deaf Education	M.S.
Educational Interpreting	B.S.
Health Education	M.H.E.
Public Health	M.P.H.
Health Physics	B.S., M.S., Ph.D.
Dental Hygiene	B.S., M.S.
Medical Lab Science	B.S., M.S.
Clinical Psychology	Ph.D.

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University of Idaho shall have responsibility to assess and ensure the statewide delivery of all educational programs in the following degree program areas, as well as responsibility for Washington, Wyoming, Alaska, Montana, and Idaho (WWAMI) regional medical education, and Washington and Idaho (WI) veterinary medical education in which the state of Idaho participates:

Program Name	Degrees
Law	J.D.
Architecture; Integrated Architecture &	B.S. Arch., M. Arch., M.S.
Design	,
Integrated Architecture & Design	M.S.
Landscape Architecture	B.S.L.A., M.L.A.
Interior Design	B.I.D., M.S.
Animal & Veterinary Science; Animal	B.S.A.V.S. <del>, M.S., D.V.M</del>
Science	
Animal Science	M.S.
<u>Veterinary Science</u>	D.V.M.
Plant Science	M.S., Ph.D.
Agricultural Economics; Applied Economics	B.S.Ag.Econ <del>; M.S.</del>
(Agricultural)	
Applied Economics (Agricultural)	M.S.
Food Science	B.S.F.S., M.S., Ph.D.
Forest Resources; Natural Resources	B.S.For.Res. <del>; M.S., M.N.R.,</del>
	Ph.D.
Renewable Materials; Natural Resources	B.S.Renew.Mat. <del>; M.S.,</del>
MULIUS B	M.N.R., Ph.D.
Wildlife Resources; Natural Resources	B.S.Wildl.Res. <del>; M.S., M.N.R.,</del>
Fishery Description Noticed Description	Ph.D.
Fishery Resources; Natural Resources	B.S.Fish.Res. <del>; M.S., M.N.R.,</del>
Natural Resource Conservation; Natural	B.S.Nat.Resc.Consv.; M.S.,
Resources	M.N.R., Ph.D.
Rangeland Ecology & Management;	B.S.Rangeland.Ecol.Mgmt.;
Natural Resources	M.S., M.N.R., Ph.D.
Fire Ecology & Management; Natural	B.S.Fire.Ecol.Mgt.; M.S.,
Resources	M.N.R., Ph.D.
Natural Resource concentrations in:	M.S., M.N.R., Ph.D.
Forest Resources	
Renewable Materials	
Wildlife Resources	
Fishery Resources	
Natural Resource Conservation	
Rangeland Ecology & Management	
Fire Ecology & Management	
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# ii. Service Region Program Delivery

The Board has established service regions for the institutions based on the six geographic areas identified in Section 33-2101, Idaho Code. A Designated Institution shall have the Service Region Program FResponsibility to assess and ensure the delivery of all educational programs and services necessary to meet the educational and workforce needs within its assigned service region.

# 1) Academic Service Regions

Region I shall include the area within Area No.1 under Section 33-2101, Idaho Code. Lewis-Clark State College and the University of Idaho are the Designated Institutions serving non-competing-undergraduate needs. The University of Idaho is the Designated Institution serving the graduate education needs.

Region II shall include the area within Area No.2 under Section 33-2101, Idaho Code. Lewis-Clark State College is the Designated Institution serving lower division undergraduate needs. Lewis-Clark State College and the University of Idaho are the Designated Institutions serving upper division undergraduate needs. The University of Idaho is the Designated Institution serving the graduate education needs.

Region III shall include the area within Area No.3 under Section 33-2101, Idaho Code. Boise State University is the Designated Institution serving undergraduate and graduate education needs.

Region IV shall include the area within Area No.4 under Section 33-2101, Idaho Code. Idaho State University is the Designated Institution serving undergraduate and graduate needs; with the exception that Boise State University will meet undergraduate and graduate business program needs.

Region V shall include the area within Area No.5 under Section 33-2101, Idaho Code. Idaho State University is the Designated Institution serving undergraduate and graduate education needs.

Region VI shall include the area within Area No.6 under Section 33-2101, Idaho Code. Idaho State University is the Designated Institution serving undergraduate and graduate education needs.

# 2) Professional Technical Service Regions

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Postsecondary professional-technical education is delivered by six (6) institutions, each having responsibility for serving one of the six geographic areas identified in Section 33-2101.

Region I shall include the area within Area No.1 under Section 33-2101, Idaho Code. North Idaho College is the Designated Institution.

Region II shall include the area within Area No.2 under Section 33-2101, Idaho Code. Lewis-Clark State College is the Designated Institution.

Region III shall include the area within Area No.3 under Section 33-2101, Idaho Code. College of Western Idaho is the Designated Institution

Region IV shall include the area within Area No.4 under Section 33-2101, Idaho Code. College of Southern Idaho is the Designated Institution.

Region V shall include the area within Area No.5 under Section 33-2101, Idaho Code. Idaho State University is the Designated Institution.

Region VI shall include the area within Area No.6 under Section 33-2101, Idaho Code. Eastern Idaho Technical College is the Designated Institution.

#### 3) Program Offerings by Partnering Institutions

If a Partnering Institution (other than an institution with Statewide Program Responsibilities) identifies a Service Region Program not identified, or anticipated to be identified, in a Designated Institution's Plan, and the Partnering Institution wishes to offer such program in the Designated service region, then the Partnering Institution may communicate with the Designated Institution for the purpose of allowing the Partnering Institution to deliver such program in the service region and to include the program in the Designated Institution's Plan. In order to include the program in the Designated Institution's Plan, the Partnering Institution must demonstrate the need within the service region for delivery of the program, as determined by the Board (or by the Administrator of the Division of Professional-Technical Education in the case of professionaltechnical level programs). In order to demonstrate the need for the delivery of a program in a service region, the Partnering Institution shall complete and submit to the Chief Academic Officer of the Designated Institution, to CAAP and to Board staff, in accordance with a schedule to be developed by the Board's Chief Academic Officer, the following:

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 A study of business and workforce trends in the service region indicating anticipated, ongoing demand for the educational program to be provided.

- A survey of potential students evidencing demand by prospective students and attendance sufficient to justify the short-term and longterm costs of delivery of such program.
- A complete description of the program requested to be delivered, including a plan for the delivery of the program, a timeline for delivery of the program, the anticipated costs of delivery, the resources and support required for delivery (including facilities needs and costs), and program syllabuses.

# 4) Designated Institution's First Right to Offer a Program

The Designated Institution shall have a first right to offer a program in the event the Partnering Institution has submitted the information set forth above to the Chief Academic Officer of the Designated Institution in a timely manner (in accordance with a schedule to be determined by to the Board's Chief Academic Officer) for inclusion in the Designated Institution's Plan, and a need is demonstrated by the Partnering Institution for such program in the service region, as determined by the Board (or by the Administrator for the Division of Professional Technical Education in the case of professional-technical level programs), or prior to the submission of an updated Institution Plan by the Designated Institution, it is determined by the Board that an emergency need has arisen for such program in the service region the Designated Institution shall have a first right to offer such program.

The Designated Institution must within six (6) months (three (3) months in the case of associate level or professional-technical level programs) of receiving the request from a Partnering Institution to offer said program determine whether it will deliver such program on substantially the same terms (with respect to content and timing) described by the Partnering Institution. In the event the Designated Institution determines not to offer the program, the Partnering Institution may offer the program according to the terms stated, pursuant to an MOU to be entered into with the Designated Institution. If the Partnering Institution materially changes the terms and manner in which the program is to be delivered, the Partnering Institution shall provide written notice to the Chief Academic Officer of the Designated Institution and to the Board's Chief Academic Officer of such changes and the Designated Institution shall be afforded the opportunity again to review the terms of delivery and determine within three (3)

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months of the date of notice whether it will deliver such program on substantially the same terms.

### iii. Memorandums Memoranda of Understanding

A memorandum of understanding (MOU) is an agreement between two or more institutions offering programs within the same service region that details how such programs will be delivered in a collaborative manner. An MOU is intended to provide specific, practical details that build upon what has been provided in each Institution's Plan. When a service region is served by more than one institution, an MOU shall be developed between such institutions as provided herein and submitted to the Board's Chief Academic Officer for review and approval by the Board. Each MOU shall be entered into based on the following guidelines, unless otherwise approved by the Board.

If an institution with Statewide Program FResponsibility has submitted the information set forth in Subsection 2.a.ii. above to a Designated Institution and Board staff in a timely manner (as determined by the Board's Chief Academic Officer) for inclusion in the Designated Institution's Plan, then the Designated Institution shall identify the program in its Institution Plan and enter into an MOU with the institution with Statewide Program FResponsibility in accordance with this policy. If, prior to the submission of an updated Institution Plan by the Designated Institution, it is determined by the Board that an emergency need has arisen for such program in the service region, then upon Board approval the institution with Statewide Program FResponsibility and the Designated Institution shall enter into an MOU for the delivery of such program in accordance with the provisions of this policy.

#### iv. Facilities

For programs offered by a Partnering Institution (whether an institution with Statewide Program \*Responsibilities, or otherwise) within a municipal or metropolitan area that encompasses the campus of a Designated Institution, the Partnering Institution's programs offerings shall be conducted in facilities located on the campus of the Designated Institution to the extent the Designated Institution is able to provide adequate and appropriate property or facilities (taking into account financial resources and programmatic considerations), or in facilities immediately adjacent to the campus of the Designated Institution. Renting or building additional facilities shall be allowed only upon Board approval, based on the following:

• The educational and workforce needs of the local community demand a separate facility of at a location other than the campus of the

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<u>Designated Institution</u> or adjacent thereto as demonstrated in a manner similar to that set forth in Subsection <u>2.</u>b.ii.4<u>3</u>) above, and

 The use or development of such facilities are not inconsistent with the Designated Institution's Plan.

Facilities rented or built by a Partnering Institution (whether an institution with Statewide Program FResponsibilities, or otherwise) on, or immediately adjacent to, the "main" campus of a Designated Institution may be identified (by name) as a facility of the Partnering Institution, or, if the facility is rented or built jointly by such institutions, as the joint facility of the Partnering Institution and the Designated Institution. Otherwise, facilities utilized and programs offered by one or more Partnering Institutions within a service region shall be designated as "University Place at (name of municipality)."

For programs offered by a Partnering Institution (whether an institution with Statewide Program rResponsibilities, or otherwise) within a municipality or metropolitan area encompassing a campus of a Designated Institution, to the extent programmatically possible, auxiliary services (including, but not limited to, bookstore, conference and other auxiliary enterprise services) and student services (including, but not limited to, library, information technology, and other auxiliary student services) shall be provided by the Designated Institution. To the extent programmatically appropriate, registration services shall also be provided by the Designated Institution. It is the goal of the Board that a uniform system of registration ultimately be developed for all institutions governed by the Board. The Designated Institution shall offer these services to students who are enrolled in programs offered by the Partnering Institution in the same manner, or at an increased level of service, where appropriate, as such services are offered to the Designated Institution's students. An MOU between the Designated Institution and the Partnering Institution shall outline how costs for these services will be allocated.

# v. Duplication of Courses

If courses necessary to complete a Statewide Program are offered by the Designated Institution, they shall be used and articulated into the Statewide Program.

# vi. Program Transitions

Institutions with Statewide Program or Service Region Program #Responsibilities 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:

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SUBSECTION: Z. Planning and Delivery of Postsecondary Programs and Courses

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 2.b.ii.3). 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. If the Withdrawing Institution wishes to withdraw its program prior to the end of the three (3) year transition period, it may do so but in no event earlier than two (2) years from the date of notice (unless otherwise agreed). † † The Withdrawing Institution shall enter into a transition MOU with the institution that will be taking over delivery of the program that includes an admissions plan between the institutions providing for continuity in student enrollment during the transition period.

# vii. Discontinuance of Programs

Unless otherwise agreed between the applicable institutions pursuant to an MOU, if, for any reason, (i) a Designated Institution offering programs in its service region that supports a Statewide Program of another institution, (ii) a Partnering Institution offering programs in the service region of a Designated Institution, or (iii) an institution holding a Statewide Program rResponsibility offering Statewide Programs in the service region of a Designated Institution, wishes to discontinue offering such program(s), it shall use its best efforts to provide the institution with Statewide or Service Region Program rResponsibility, as appropriate, at least one (1) year's written notice of withdrawal, and shall also submit the same written notice to the Board and to oversight and advisory councils. In such case, the institution with Statewide or Service Region Program FResponsibilities shall carefully evaluate the workforce need associated with such program and determine whether it is appropriate to provide such program. In no event will the institution responsible for the delivery of a Statewide or Service Region Program be required to offer such program (except as otherwise provided herein above).

# 3. Existing Programs

Programs being offered by a Partnering Institution (whether an institution with Statewide Program Responsibilities, or otherwise) in a service region prior to July 1, 2003, may continue to be offered pursuant to an MOU between the Designated Institution and the Partnering Institution, subject to the transition and notice periods and requirements set forth above.

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SUBSECTION: Z. Planning and Delivery of Postsecondary Programs and Courses

# 4. Oversight and Advisory Councils

The Board acknowledges and supports the role of oversight and advisory councils to assist in coordinating, on an ongoing basis, the operational aspects of delivering programs among multiple institutions in a service region, including necessary resources and support and facility services, and the role of such councils in interacting and coordinating with local and regional advisory committees to address and communicate educational needs indicated by such committees. Such interactions and coordination, however, are subject to the terms of the MOU's entered into between the institutions and the policies set forth herein.

#### 5. Resolutions

All disputes relating to items addressed in this policy shall be forwarded to the Board's Chief Academic Officer for review. The Board's Chief Academic Officer shall prescribe the method for resolution. The Board's Chief Academic Officer may forward disputes to CAAP and if necessary make recommendation regarding resolution to the Board. The Board will serve as the final arbiter of all disputes.

# 6. Exceptions

This policy does not apply to courses and programs specifically contracted to be offered to a private, corporate entity. However, in the event that an institution plans to contract with a private corporate entity (other than private entities in the business of providing educational programs and course) outside of their Service Region, the contracting institution shall notify the Designated Institutions in the Service Region and institutions with Statewide Program responsibilities, as appropriate. If the corporate entity is located in a municipality that encompasses the campus of a Designated Institution, the Board encourages the contracting institution to include and draw upon the resources of the Designated Institution insomuch as is possible.