

**PLANNING, POLICY AND GOVERNMENTAL AFFAIRS
FEBRUARY 27, 2014**

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2	PRESIDENTS’ COUNCIL REPORT	Information Item
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**PLANNING, POLICY AND GOVERNMENTAL AFFAIRS
FEBRUARY 27, 2014**

BOISE STATE UNIVERSITY

SUBJECT

Boise State University Annual Report

APPLICABLE STATUTE, RULE, OR POLICY

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

BACKGROUND/DISCUSSION

This agenda item fulfills the Board's requirement for Boise State University 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.

IMPACT

Boise State University's strategic plan drives the University's planning, programming, budgeting, and assessment cycles and is the basis for the institution's annual budget requests and performance measure reports.

ATTACHMENTS

Attachment 1 – Summary Annual Statistics per the Board's Template Page 3

BOARD ACTION

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

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Boise State University Progress Report
February 2014
Presented by: Dr. Robert W. Kustra, President

Strategic Plan Implementation

The goals and strategies of our new strategic plan, *Focus on Effectiveness 2012-2017*, provide the blueprint by which we will deliberately and methodically attain our vision to become a Metropolitan Research University of Distinction. The goals are:

- *Create a signature, high-quality educational experience for all students.*
- *Facilitate the timely attainment of educational goals of our diverse student population.*
- *Gain distinction as a doctoral research university.*
- *Align university programs and activities with community needs.*
- *Transform our operations to serve the contemporary mission of the university.*

Goals as established in the plan are in response to the needs of our larger community and region, much of which has changed significantly in recent years especially in terms of population and economy. To this end, we are already seeing success on a variety of ways:

- Hotjobs in the next 10 years as provided by the Idaho Department of Labor are heavily weighted in the fields of health care and high technology
- To meet industry and student demands, we have grown in both size and in the number of innovative, high-tech offerings we provide – as well as in other areas that feed the “hot jobs” of tomorrow

***Select New Degrees in Past 10 Years to Meet
Economic Demands***

Materials Science (MS, PhD)
Computer Engineering (MS)
Electrical Engineering (MS)
Electrical & Computer Engineering (PhD)
Mechanical Engineering (MS)
Management Information Systems (MS)
Information Technology Management (MBA)
STEM Education (MS)
Nursing (MS, DNP)
Nursing (BS – Distance)
Radiologic Sciences (BS)
*Health Sciences Studies (BS – includes emphases in
leadership and health policy or health informatics,
among others)*
Kinesiology (BS-Pre Professional, MS)
Biomolecular Science (PhD)

***Select New Degrees/Certificates planned in the
next Few Years to Meet Economic Demands***

Computer Systems Engineering (BS)
*Bioinformatics (BS/MS *joint program with ISU)*
Business Intelligence (Certificate)
Biomedical Sciences (BS)
Biomedical Engineering (MS)
MBA with Health Care Emphasis
Computer Science (PhD)

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Of course, adding programs isn't enough – graduate production is key and our efforts are paying off.

In the past five years we have:

- *Increased nursing bachelor's and master's degree graduates by more than 300 percent*
- *Doubled our graduates in biology, chemistry and pre-medical studies*
- *Boosted our mechanical engineering graduates by 50 percent*
- *Doubled our computer science BS and MS graduates*

Our focus on ensuring our students are prepared for the world that they will live and work in does not stop with program development. We have embarked on new ventures that have students in all majors developing the skills they will most need to succeed in the workplace and beyond.

Foundational Studies

We have been told by employers that even more important than subject matter expertise is the ability to communicate/work in teams/ solve problems of all kinds. Thus, we redesigned our core to ensure students are getting these skills.

- *Critical thinking*
- *Problem-solving and inquiry*
- *Written and oral communications*
- *Innovation and teamwork*
- *Ethics and diversity*

E-Portfolios

Through the new foundational program, we are also teaching students to create e-portfolios. I liken these to electronic resumes that not only present information on what a student has done educationally, but that provides examples of their writing, descriptions or examples of academic projects and potentially their extracurricular experiences that convey to future employers and graduate schools much more about the breadth and depth of an individual's skills and experience. As the world moves more toward electronic communication for just about everything, we think these will be the "resume" of the future.

Career Center

Our Career Center engaged with Phil Gardner, a Michigan State researcher considered one of the top experts in the country for collegiate job placement. The study showed employers need:

- Specific skills (programming, etc)
- Competency in several areas (critical thinking, leadership, social media, web)
- Degree-specific talent (STEM especially)

We are taking this information and working it into our course designs. We are also changing the way our career services interact with students. They are now more involved with freshman when they arrive on campus rather than the old way when they focused on students at graduation. It is key to provide information for them to use as they choose their major – trends on which careers are growing, what are the needs of local industry, etc. -- so they are setting their course of study with career goals in mind.

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Venture College

Our new Venture college is not about learning how to start a business — it's about starting a business

- No credit, no additional cost
- 'badges' that show even those students who decide against entrepreneurship have valuable skills for employers
- More than 200 local leaders mentor and assist

Budget

Revenue Projections

FY 2014

State General Account - (Includes Special Programs)	\$77,703,500
Student Tuition and General Education Fees	82,819,800
Other Student Fees	37,736,289
Federal Grants & Contracts **	125,742,131
State Grants & Contracts	2,597,409
Private Gifts & Grants	30,515,015
Sales & Services of Auxiliary Enterprises	54,301,532
F & A Recovery	5,539,503
Other (inter-dept. revenue, transfers from fund balance & interest income)	26,188,400
Total Estimated Revenue	\$443,143,579

Estimated Expenditures

Instruction	\$112,366,933
Research	32,111,329
Public Service	13,788,180
Academic Support	22,892,201
Library	7,287,094
Student Services	16,541,328
Institutional Support	33,325,817
Physical Plant	21,262,303
Scholarships & Fellowships	13,164,621
Federal Student Financial Aid	93,000,000
Auxiliary Enterprises	77,619,959
Planned Use of Reserves	(216,186)
Total Estimated Expenditures	\$443,143,579

**

Includes \$93 Million Federal Student Financial Aid

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Enrollment fall 2013

(From PSR-1 Fall, October 15 census date)

Undergraduate	16,557
Early college	2,162
Non-degree seeking	1,129
Graduate	2,133
Total	21,981

2013 Graduates

Bachelor's Degree Awarded:	2,905
Master's Degrees Awarded:	691
Doctoral Degrees Awarded:	11
Total:	3,607

Employees

From 2013 IPEDS Human Resources report (based on Nov 1, 2012 snapshot).

- Instructional faculty, 803 FTE (or 36% of the workforce population)
- Professional staff (all), 904 FTE (or 40% of the workforce)
- Classified staff, 546 FTE (or 24% of the workforce)

Research and Economic Development

	2009	2010	2011	2012	2013
	<i>Office of Technology Transfer</i>				
Invention Disclosures	7	14	23	25	24
Patent Applications Filed	4	11	8	18	16
Patents Issued	0	4	7	2	7
Licenses/Options/Letters of Intent	1	4	12	15	22
License Revenue	\$5,000	\$1,000	\$500	\$34,471	\$37,582
Startups	0	0	0	0	1
FTEs	1	1	1	2	2
	<i>Office of Research Compliance</i>				
Number of protocols reviewed by:					
Institutional Biosafety Committee	8	19	16	29	45
Institutional Animal Care and Use Committee	32	31	42	52	50
Social and Behavioral Institutional Review Board	315	309	280	300	319
Medical Institutional Review Board	32	54	62	38	23
	<i>Office of Sponsored Programs</i>				
Sponsored Project Awards	\$37,072,523	\$50,059,948	\$35,974,642	\$36,028,314	\$31,367,273
Sponsored Project Expenditures	\$26,810,306	\$31,256,226	\$35,048,296	\$36,466,488	\$37,090,178
Expenditures	\$12,305,000	\$18,731,000	\$24,204,000	\$27,920,000	forthcoming

Collaborations (*select*)

Two years ago, Gov. Butch Otter and the Idaho Legislature created the Idaho Global Entrepreneurial Mission, or IGEM. Among the first round of grants was \$700,000 to Boise State University to expand and restructure our computer science department, which produces the software developers and innovators so sought after in our region's growing high tech community.

We had three goals with these funds and are pleased report some of the positive return to date on this very important investment:

Goal 1: Increase research

Five new faculty members have been hired by College of Engineering Dean Amy Moll, who incidentally was recognized this past year as one of the nation's leaders in bringing women to STEM disciplines (science, technology, engineering and math).

Among them are Dr. Jim Conrad, who has top-notch academic credentials as well as some 25 years of industry experience, including nine years at Hewlett-Packard; Dr. Elena Sherman, who augmented her post-graduate work with internships at Google and NASA; and two international professors, Dr. Dianxiang Yu and Dr. Vijay Dialani, who bring experience from companies like IBM and Amazon and institutions including Texas A&M.

Our faculty are now engaged in 12 grant-funded research projects, with seven more projects pending National Science Foundation funding totaling nearly \$4 million. We've also added two invention disclosures and one provisional patent in this timeframe.

Goal 2: Increase industry collaboration

We revitalized our Industry Advisory Board with local industry leaders, including Jay Larsen from the Idaho Technology Council, Alden Sutherland from MWI Veterinary Supply, and members from companies including BaliHoo, Keynetics, BoduBuilding.com, Clearwater Analytics, HP, Healthwise, MetaGeek, Micron, Scentsy, WinCo Foods and more.

Meanwhile, a software engineering class is piloting some capstone projects from local companies that will connect students to our area innovators. We have beefed up internships and now have about 80 percent of our computer science undergraduates taking advantage of a local internship before they graduate. We also have some new adjunct professors from local industry including Micron, Keynetics, and Z Studio Labs. Our faculty are also consulting with local companies more frequently.

Goal 3: Increase graduates

By improving advising, improving the curriculum, focusing on retention and recruiting, we have increased enrollment and graduation from just 25 total bachelor's and master's degree recipients in 2010-2011 to more than 40 last year. And our graduates are highly sought-after. Of the 26 bachelor's degree graduates last year, four went on to graduate school and 21 of the remaining 22 accepted job offers in Idaho.

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The next step: Expand.CS

We are making a giant leap toward all three goals with a new public/private partnership, which has us partnering with eight local high-tech companies. Together, we were able to secure a \$1 million state grant that will help again double the number of computer science graduates by the 2015-16 academic year.

The Idaho Department of Labor grant — which comes from the state's Workforce Development Training Fund — begins in January 2014 and runs for two years. The money, as part of the department's focus on creating high-paying, quality jobs for Idaho, will provide student scholarships and hire needed faculty and staff.

The partnership includes more than \$280,000 in matching funds from local software development companies and about \$30,000 in program costs from Boise State. Most of the money coming from the software companies is designated for scholarships to juniors and seniors.

The grant will allow Boise State to hire three full-time faculty, two new teaching assistants, a program coordinator and an IT specialist, significantly adding to the numbers of students moving through the program and assuring a steady supply of well-educated and experienced computer scientists for the Treasure Valley economy. We think this is exactly the kind of public-private partnership that the state of Idaho needs to boost its long-term economic prosperity.

The overall impact is expected to be:

- 127 new jobs filled by Boise State CS graduates, industry-wide.
- 34-42 jobs filled by EXPAND.CS industry partners.
- \$33.39 average hourly wage of new-hire positions.
- 50 students supported by scholarships.

The state's IGEM and Expand.CS investments are targeted and well-leveraged, and promise to have a direct positive impact on our students and the economy of the state and region.

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.

BOARD ACTION

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SUBJECT

Idaho Public Charter School Commission Annual Report

APPLICABLE STATUTE, RULE, OR POLICY

Section 33-5213, Idaho Code

BACKGROUND/DISCUSSION

Idaho Public Charter School Commission Chairman Alan Reed and Director Tamara Baysinger will update the Board on the status of Idaho's public charter schools and the Commission's efforts to implement legislation passed in 2013 charter effecting public charter schools and the Commission. Topics will include:

1. Public charter school growth, achievement, and funding;
2. IPCSC and stakeholder collaboration to implement 2013 legislation; and
3. Plans for continued development of best authorizing practices in Idaho.

IMPACT

This report will inform the Board of the current progress the Commission has made in implementing the provisions of legislation passed in 2013, as well as provide an update to the Board regarding the schools authorized the Commission.

ATTACHMENTS

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Attachment 2 – IPCSC Performance Certificate	Page 5
Attachment 3 – IPCSC Performance Framework	Page 13

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Number	Name (Active Schools Only)	Year	Location	Grades	Method	Authorizer
1	ANSER Charter School	1998	Boise	K-8	Expeditionary Learning	Boise SD
2	ARTEC Charter School	2006	Twin Falls	9-12	Prof Tech	Minidoka SD
3	Coeur d' Alene Charter Academy	1999	Coeur d'Alene	6-12	College Prep	Coeur d'Alene SD
4	Idaho Arts Charter School	2005	Nampa	K-12	Arts Focus	Nampa SD
5	Idaho Distance Education Academy	2004	Deary	K-12	Distance Ed	White Pine SD
6	Meridian Medical Arts Charter High School	2003	Meridian	9-12	College Prep	Meridian SD
7	Meridian Technical Charter High School	1999	Meridian	K-12	College Prep	Meridian SD
8	Moscow Charter School	1998	Moscow	K-6	Arts & Tech	Moscow SD
9	North Star Charter School	2003	Eagle	K-9	Harbor	Meridian SD
10	Payette River Technical Academy	2010	Emmett	9-12	Non-Traditional	Emmett SD
11	Pocatello Community Charter School	1999	Pocatello	K-8	Expeditionary Learning	Pocatello SD
12	Sandpoint Charter School	2001	Sandpoint	6-8	Project-Based	Lake Pend Oreille SD
13	SEI Tec Charter School	2013	Preston	9-12	Prof Tech	Preston SD
14	Thomas Jefferson Charter School	2004	Caldwell	K-12	Harbor	Vallivue SD
15	Upper Carmen Public Charter School	2005	Carmen	K-5	General	Salmon SD
1	Academy at Roosevelt Center, The	2006	Pocatello	K-12	Harbor	PCSC
2	American Heritage Charter School	2013	Idaho Falls	K-8	Core Knowledge	PCSC
3	Another Choice Virtual School	2010	Treasure Valley	K-12	Virtual, Special Needs	PCSC
4	Bingham Academy (formerly ID Stem)	2014	Blackfoot	9-10	Postsecondary Preparation	PCSC
5	Blackfoot Community Charter Learning Center	2000	Blackfoot	K-6	Brain-Based	PCSC
6	Chief Tahgee Elementary Academy	2013	Fort Hall	K-6	Language Immersion	PCSC
7	Compass Public Charter School	2005	Meridian	K-12	Harbor	PCSC
8	Falcon Ridge Public Charter School	2005	Kuna	K-8	Harbor	PCSC
9	Heritage Academy	2011	Jerome	K-6	Schoolwide Enrichment	PCSC
10	Heritage Community Charter School	2011	Caldwell	K-8	Classical	PCSC
11	Idaho College and Career Readiness Academy	2014	Statewide	9-12	Career Technical	PCSC
12	Idaho Connects Online (Formerly KAID)	2009	Statewide	6-12	Virtual	PCSC
13	Idaho Science and Technology Charter School	2009	Blackfoot	6-8	Science/Tech Focus	PCSC
14	Idaho Virtual Academy	2002	Statewide	K-12	Virtual	PCSC
15	INSPIRE Connections Academy	2005	Statewide	K-11	Virtual	PCSC
16	iSucceed Virtual High School	2008	Statewide	9-12	Virtual	PCSC
17	Kootenai Bridge Academy	2009	Coeur d'Alene SD	11-12	Virtual	PCSC
18	Legacy Charter School	2011	Nampa	K-8	Harbor	PCSC
19	Liberty Charter School	1999	Nampa	K-12	Harbor	PCSC
20	Monticello Montessori Charter School	2010	Idaho Falls	K-2	Montessori	PCSC
21	North Idaho STEM	2012	Rathdrum	5-8	STEM	PCSC
22	North Valley Academy	2008	Gooding	K-12	Core Knowledge	PCSC
23	Odyssey Charter School	2013	Idaho Falls	6-12	Project-Based	PCSC
24	Palouse Prairie School of Expeditionary Learning	2009	Moscow	K-6	Expeditionary Learning	PCSC
25	Richard McKenna Charter High School	2002	Mountain Home	9-12	Virtual/At Risk	PCSC
26	Rolling Hills Public Charter School	2005	Boise	K-9	Harbor	PCSC
27	Sage International School of Boise	2010	Boise	K-8	Int'l Baccalauiate	PCSC
28	Syringa Mountain School	2014	Ketchum	1-5	Waldorf Inspired	PCSC
29	Taylor's Crossing Public Charter School	2006	Idaho Falls	K-10	Harbor	PCSC
30	The Village Charter School	2011	Boise	K-8	Limitless Learning	PCSC
31	Victory Charter School	2004	Nampa	K-12	Harbor	PCSC
32	Vision Public Charter School	2007	Caldwell	K-12	Classical	PCSC
33	White Pine Charter School	2003	Idaho Falls	K-8	Core Knowledge	PCSC
34	Wings Charter Middle School (Formerly SILC)	2009	Twin Falls	6-9	Differentiated	PCSC
35	Xavier Charter School	2007	Twin Falls	K-12	Core Knowledge	PCSC
TOTAL 50						
Four district-authorized public charter schools have closed: Lost Rivers, Renaissance, Idaho Leadership Academy, and OWL						
Two PCSC-authorized public charter schools have closed: Nampa Classical Academy and DaVinci Charter School						
One district-authorized public charter school was converted to a traditional school in 2008-2009: Hidden Springs						
Two district-authorized public charter schools have transferred to PCSC authorization: White Pine and BCCLC						

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Number	Name (All Schools)	Year	Location	Grades	Method	Authorizer
1	ANSER Charter School	1998	Boise	K-8	Expeditionary Learning	Boise SD
CLOSED	Lost Rivers Charter School	1998	Arco			Closed (Butte Cnty SD)
2	Moscow Charter School	1998	Moscow	K-6	Arts & Tech	Moscow SD
3	Coeur d' Alene Charter Academy	1999	Coeur d'Alene	6-12	College Prep	Coeur d'Alene SD
4	Liberty Charter School	1999	Nampa	K-12	Harbor	PCSC
5	Meridian Technical Charter High School	1999	Meridian	K-12	College Prep	Meridian SD
6	Pocatello Community Charter School	1999	Pocatello	K-8	Expeditionary Learning	Pocatello SD
CLOSED	Renaissance Charter School	1999	Moscow			Closed (Moscow SD)
7	Blackfoot Community Charter Learning Center	2000	Blackfoot	K-6	Brain-Based	PCSC
CLOSED	Hidden Springs Charter School	2001	Boise	K-8	Harbor	Boise SD
8	Sandpoint Charter School	2001	Sandpoint	6-8	Project-Based	Lake Pend Oreille SD
CLOSED	Idaho Leadership Academy	2002	Pingree	K-12	Paidea, Leadership	Closed (Snake River SD)
9	Idaho Virtual Academy	2002	Statewide	K-12	Virtual	PCSC
10	Richard McKenna Charter High School	2002	Mountain Home	9-12	Virtual/At Risk	PCSC
11	Meridian Medical Arts Charter High School	2003	Meridian	9-12	College Prep	Meridian SD
12	North Star Charter School	2003	Eagle	K-9	Harbor	Meridian SD
13	White Pine Charter School	2003	Idaho Falls	K-8	Core Knowledge	PCSC
14	Idaho Distance Education Academy	2004	Deary	K-12	Distance Ed	White Pine SD
15	Thomas Jefferson Charter School	2004	Caldwell	K-12	Harbor	Vallivue SD
16	Victory Charter School	2004	Nampa	K-12	Harbor	PCSC
17	Compass Public Charter School	2005	Meridian	K-12	Harbor	PCSC
18	Falcon Ridge Public Charter School	2005	Kuna	K-8	Harbor	PCSC
19	Idaho Arts Charter School	2005	Nampa	K-12	Arts Focus	Nampa SD
20	INSPIRE Connections Academy	2005	Statewide	K-11	Virtual	PCSC
21	Rolling Hills Public Charter School	2005	Boise	K-9	Harbor	PCSC
22	Upper Carmen Public Charter School	2005	Carmen	K-5	General	Salmon SD
23	ARTEC Charter School	2006	Twin Falls	9-12	Prof Tech	Minidoka SD
24	Academy at Roosevelt Center, The	2006	Pocatello	K-12	Harbor	PCSC
CLOSED	DaVinci Charter School (Formerly GCCS)	2006	Boise	K-8	Adlerian	PCSC
25	Taylor's Crossing Public Charter School	2006	Idaho Falls	K-10	Harbor	PCSC
26	Vision Public Charter School	2007	Caldwell	K-12	Classical	PCSC
27	Xavier Charter School	2007	Twin Falls	K-12	Core Knowledge	PCSC
28	iSucceed Virtual High School	2008	Statewide	9-12	Virtual	PCSC
29	North Valley Academy	2008	Gooding	K-12	Core Knowledge	PCSC
30	Idaho Science and Technology Charter School	2009	Blackfoot	6-8	Science/Tech Focus	PCSC
CLOSED	Nampa Classical Academy	2009	Nampa	1-9	Classical/Trivium	PCSC
31	Palouse Prairie School of Expeditionary Learning	2009	Moscow	K-6	Expeditionary Learning	PCSC
32	Wings Charter Middle School (Formerly SILC)	2009	Twin Falls	6-9	Differentiated	PCSC
33	Idaho Connects Online (Formerly KAID)	2009	Statewide	6-12	Virtual	PCSC
34	Kootenai Bridge Academy	2009	Coeur d'Alene SD	11-12	Virtual	PCSC
35	Another Choice Virtual School	2010	Treasure Valley	K-12	Virtual, Special Needs	PCSC
36	Sage International School of Boise	2010	Boise	K-8	Int'l Baccalaureate	PCSC
CLOSED	Owl Charter Academy	2010	Nampa	K-8	Multi-Sensory	Nampa SD
37	Monticello Montessori Charter School	2010	Idaho Falls	K-2	Montessori	PCSC
38	Payette River Technical Academy	2010	Emmett	9-12	Non-Traditional	Emmett SD
39	The Village Charter School	2011	Boise	K-8	Limitless Learning	PCSC
40	Legacy Charter School	2011	Nampa	K-8	Harbor	PCSC
41	Heritage Academy	2011	Jerome	K-6	Schoolwide Enrichment	PCSC
42	Heritage Community Charter School	2011	Caldwell	K-8	Classical	PCSC
43	North Idaho STEM	2012	Rathdrum	5-8	STEM	PCSC
44	SEI Tec Charter School	2013	Preston	9-12	Prof Tech	Preston SD
45	American Heritage Charter School	2013	Idaho Falls	K-8	Core Knowledge	PCSC
46	Chief Tahgee Elementary Academy	2013	Fort Hall	K-6	Language Immersion	PCSC
47	Odyssey Charter School	2013	Idaho Falls	6-12	Project-Based	PCSC
48	Bingham Academy (formerly ID Stem)	2014	Blackfoot	9-10	Postsecondary Preparation	PCSC
49	Syringa Mountain School	2014	Ketchum	1-5	Waldorf Inspired	PCSC
50	Idaho College and Career Readiness Academy	2014	Statewide	12-Sep	Career Technical	PCSC

CHARTER SCHOOL PERFORMANCE CERTIFICATE

This performance certificate is executed on this _____ day of _____, 20____ by and between the Idaho Public Charter School Commission (the “Authorizer”), and _____ (the “School”), an independent public school organized as an Idaho nonprofit corporation and established under the Public Charter Schools Law, Idaho Code Section 33-5201 *et seq*, as amended (the “Charter Schools Law.”)

RECITALS

[FOR EXISTING SCHOOLS] WHEREAS, on [DATE], the Authorizer approved a charter petition for the establishment of the School; and

WHEREAS, the School began operations in the year ____; and

WHEREAS, the Charter Schools Law was amended effective as of July 1, 2013 to require all public charter schools approved prior to July 1, 2013 to execute performance certificates with their authorizers no later than July 1, 2014;

[FOR NEW SCHOOLS] WHEREAS, on [DATE], Authorizer received a petition to request the creation of a new charter school referred to as [NAME OF SCHOOL;] and

WHEREAS, on [DATE], the Authorizer approved the charter petition (the “Charter”) subject to conditions outlined in Appendix A;

[FOR RENEWAL SCHOOLS:] WHEREAS, on [DATE], the Authorizer approved a charter petition for the establishment of the School; and

WHEREAS, on [DATE], the Authorizer issued to the school a public charter school performance report and charter renewal application guidance; and

WHEREAS, on [DATE], Authorizer received a renewal application from the School; and

WHEREAS, on [DATE], the Authorizer approved the renewal application subject to conditions outlined in Appendix A;

NOW THEREFORE in consideration of the foregoing recitals and mutual understandings, the Authorizer and the School agree as follows:

SECTION 1: AUTHORIZATION OF CHARTER SCHOOL

- A. Establishment [or Continued Operation] of School.** Pursuant to the Charter Schools Law, the Authorizer hereby approves the establishment [OR continued operation] of the School on the terms and conditions set forth in this Charter School Performance Certificate (the “Certificate”). The approved Charter is attached to this Certificate as Appendix B.
- B. Pre-Opening Requirements.** Pursuant to Idaho Code Section 33-5206(6), the Authorizer may establish reasonable pre-opening requirements or conditions (“Pre-Opening Requirements”) to monitor the start-up progress of a newly approved public charter school to ensure that the school is prepared to open smoothly on the date agreed. The School shall not commence instruction until all pre-opening requirements have been completed to the satisfaction of the Authorizer. Pre-opening requirements are attached as Appendix C. If all pre-opening conditions have been completed to the satisfaction of the Authorizer, the School shall commence operations/instruction with the first day of school on [DATE]. In the event that all pre-opening conditions have not been completed to the satisfaction of the Authorizer, the School may not commence instruction on the scheduled first day of school. In such event, the Authorizer may exercise its authority on or before July 20 to prohibit the School from commencing operation/instruction until the start of the succeeding semester or school year.
- C. Term of Agreement.** This Certificate is effective as of [DATE], and shall continue through [DATE], unless earlier terminated as provided herein.

SECTION 2: SCHOOL GOVERNANCE

- A. Governing Board.** The School shall be governed by a board (the “Charter Board”) in a manner that is consistent with the terms of this Certificate so long as such provisions are in accordance with state, federal, and local law. The Charter Board shall have final authority and responsibility for the academic, financial, and organizational performance of the School. The Charter Board shall also have authority for and be responsible for policy and operational decisions of the School, although nothing herein shall prevent the Charter Board from delegating decision-making authority for policy and operational decisions to officers, employees and agents of the School, as well as third party management providers.
- B. Articles of Incorporation and Bylaws.** The articles of incorporation and bylaws of the entity holding the charter shall provide for governance of the operation of the School as a nonprofit corporation and public charter school and shall at all times be consistent with all applicable law and this Certificate. The articles of incorporation and bylaws are attached to this Certificate as Appendix D (the “Articles and Bylaws”). Any modification of the Articles and Bylaws must be submitted to the Authorizer

within five (5) business days of approval by the Charter Board.

- C. Charter Board Composition.** The composition of the Charter Board shall at all times be determined by and consistent with the Articles and Bylaws and all applicable law and policy. The roster of the Charter Board is attached to this Certificate as Appendix E (the “Board Roster”). The Charter Board shall notify the Authorizer of any changes to the Board Roster and provide an amended Board Roster within five (5) business days of their taking effect.

SECTION 3: EDUCATIONAL PROGRAM

- A. School Mission.** The mission of the School is as follows:
- B. Grades Served.** The School may serve students in grade XX through grade XX.
- C. Design Elements.** The School shall implement and maintain the following essential design elements of its educational program:
- D. Standardized Testing.** Students of the School shall be tested with the same standardized tests as other Idaho public school students.
- E. Accreditation.** The School shall be accredited as provided by rule of the state board of education.

SECTION 4: AUTHORIZER ROLE AND RESPONSIBILITIES

- A. Oversight allowing autonomy.** The Authorizer shall comply with the provisions of Charter School Law and the terms of this Certificate in a manner that does not unduly inhibit the autonomy of the School. The Authorizer’s Role will be to evaluate the School’s outcomes according to this Certificate and the Performance Framework rather than to establish the process by which the School achieves the outcomes sought.
- B. Charter School Performance Framework.** The Charter School Performance Framework (“Performance Framework”) is attached and incorporated into this agreement as Appendix F. The Performance Framework shall be used to evaluate the School’s academic, financial and operational performance, and shall supersede and replace any and all assessment measures, educational goals and objectives, financial operations metrics, and operational performance metrics set forth in the Charter and not explicitly incorporated into the Performance Framework. The specific terms, form and requirements of the Performance Framework, including any required indicators, measures, metrics, and targets, are determined by the Authorizer and will be binding on the School.
- C. Authorizer to Monitor School Performance.** The Authorizer shall monitor and report on the School’s progress in relation to the indicators, measures, metrics and targets set out in the Performance Framework. The School shall be subject to a formal review of its academic, mission-specific, operational, and financial performance at least annually.
- D. School Performance.** The School shall achieve an accountability designation of *Good*

Standing or Honor on each of the three sections of the Performance Framework. In the event the School is a party to a third party management contract which includes a deficit protection clause, the School shall be exempt from some or all measures within the financial portion of the Performance Framework. In accordance with Charter School Law, the Authorizer shall renew any charter in which the public charter school met all of the terms of its performance certificate at the time of renewal.

- E. Performance Framework As Basis For Renewal of Charter.** The School's performance in relation to the indicators, measures, metrics and targets set forth in the Academic and Mission-Specific, Operational and Financial sections of the Performance Framework shall provide the basis upon which the Authorizer will decide whether to renew the School's Charter at the end of the Certificate term. As part of the Performance Framework, the Authorizer agrees to consider mission-specific, rigorous, valid, and reliable indicators of the School's performance. These negotiated indicators will be included in the Mission-Specific portion of the Academic and Mission Specific section of the Performance Framework.
- F. Authorizer's Right to Review.** The School will be subject to review of its academics, operations and finances by the Authorizer, including related policies, documents and records, when the Authorizer deems such review necessary. The Authorizer shall conduct its reviews in a manner that does not unduly inhibit the autonomy granted to the School.
- G. Site Visits.** In addition to the above procedures, the Charter School shall grant reasonable access to, and cooperate with, the Authorizer, its officers, employees and other agents, including allowing site visits by the Authorizer, its officers, employees, or other agents, for the purpose of allowing the Authorizer to fully evaluate the operations and performance of the School. The Authorizer may conduct a site visit at any time if the Authorizer has reasonable concern regarding the operations and performance of the School. The Authorizer will provide the School reasonable notice prior to its annual site visit to the School. The School shall have an opportunity to provide a written response to the site visit report no later than fourteen (14) days prior to the meeting at which the report is to be considered by the Authorizer. If no written response is provided, the School shall have the opportunity to respond orally to the site visit report at the meeting.
- H. Required Reports.** The School shall prepare and submit reports regarding its governance, operations, and/or finances according to the established policies of and upon the request of the Authorizer. However, to the extent possible, the Authorizer shall not request reports from the School that are otherwise available through student information systems or other data sources reasonably available to the Authorizer.

SECTION 5: SCHOOL OPERATIONS

- A. In General.** The School and the Charter Board shall operate at all times in accordance with all federal and state laws, local ordinances, regulations and Authorizer

policies applicable to charter schools. Authorizer policies in effect for the duration of this Certificate are attached as Appendix G.

- B. Maximum Enrollment.** The maximum number of students who may be enrolled in the school shall be [NUMBER] of students. The maximum number of students who may be enrolled per class/grade level shall be as follows:
- C. Enrollment Policy.** The School shall make student recruitment, admissions, enrollment and retention decisions in a nondiscriminatory manner and without regard to race, color, creed, national origin, sex, marital status, religion, ancestry, disability or need for special education services. In no event may the School limit admission based on race, ethnicity, national origin, disability, gender, income level, athletic ability, or proficiency in the English language. If there are more applications to enroll in the charter school than there are spaces available, the charter school shall select students to attend using a random selection process that shall be publicly noticed and open to the public. The School shall follow the enrollment policy approved by the Authorizer and incorporated into this agreement as Appendix H.
- D. School Facilities.** [FOR NEW SCHOOLS:] Location. The School shall identify the location of its facilities pursuant to the terms of the Pre-Opening Requirements. The School shall provide reasonable notification to the Authorizer of any change in the location of its facilities. [FOR RENEWAL SCHOOLS:] Location. The School shall provide reasonable notification to the Authorizer of any change in the location of its facilities.
- E. Attendance Area.** The School's primary attendance area is as follows:
- F. Staff.** Instructional staff shall be certified teachers as provided by rule of the state board of education. All full-time staff members of the School will be covered by the public employee retirement system, federal social security, unemployment insurance, worker's compensation insurance, and health insurance.
- G. Alignment with All Applicable Law.** The School shall comply with all applicable federal and state laws, rules, and regulations. In the event any such laws, rules, or regulations are amended, the School shall be bound by any such amendment upon the effective date of said amendment.

SECTION 6: SCHOOL FINANCE

- A. General.** The School shall comply with all applicable financial and budget statutes, rules, regulations, and financial reporting requirements, as well as the requirements contained in the School Performance Framework incorporated into this contract as Appendix F.
- B. Financial Controls.** At all times, the Charter School shall maintain appropriate governance and managerial procedures and financial controls which procedures and controls shall include, but not be limited to: (1) commonly accepted accounting practices and the capacity to implement them (2) a checking account; (3) adequate payroll

procedures; (4) procedures for the creation and review of monthly and quarterly financial reports, which procedures shall specifically identify the individual who will be responsible for preparing such financial reports in the following fiscal year; (5) internal control procedures for cash receipts, cash disbursements and purchases; and (6) maintenance of asset registers and financial procedures for grants in accordance with applicable state and federal law.

- C. Financial Audit.** The School shall submit audited financial statements from an independent auditor to the Authorizer no later than October 15 of each year.
- D. Annual Budgets.** The School shall adopt a budget for each fiscal year, prior to the beginning of the fiscal year. The budget shall be in the Idaho Financial Accounting Reporting Management Systems (IFARMS) format and any other format as may be reasonably requested by the Authorizer.

SECTION 7: TERMINATION, NON-RENEWAL AND REVOCATION

- A. Termination by the School.** Should the School choose to terminate its Charter before the expiration of the Certificate, it may do so upon written notice to the Authorizer. Any school terminating its charter shall work with the Authorizer to ensure a smooth and orderly closure and transition for students and parents, as guided by the public charter school closure protocol established by the Authorizer attached as Appendix I.
- B. Nonrenewal.** The Authorizer may non-renew the Charter at the expiration of the Certificate if the School failed to meet one (1) or more of the terms of its Certificate. Any school which is not renewed shall work with the Authorizer to ensure a smooth and orderly closure and transition for students and parents, as guided by the public charter school closure protocol established by the Authorizer attached as Appendix I.
- C. Revocation.** The School's Charter may be revoked by the Authorizer if the School has failed to meet any of the specific, written renewal conditions attached, if applicable, as Appendix A for necessary improvements established pursuant to Idaho Code§ 33-5209B(1) by the dates specified. Revocation may not occur until the public charter school has been afforded a public hearing, unless the Authorizer determines that continued operation of the public charter school presents an imminent public safety issue. If the School's Charter is revoked, the School shall work with the Authorizer ensure a smooth and orderly closure and transition for students and parents, as guided by the public charter school closure protocol established by the Authorizer attached as Appendix I.
- D. Dissolution.** Upon termination of the Charter for any reason by the Charter Board, or upon nonrenewal or revocation, the Charter Board will supervise and have authority to conduct the winding up of the business and other affairs of the School; provided, however, that in doing so the Authorizer will not be responsible

for and will not assume any liability incurred by the School. The Charter Board and School personnel shall cooperate fully with the winding up of the affairs of the School.

- E. Disposition of School's Assets upon Termination or Dissolution.** Upon termination of the Charter for any reason, any assets owned by the School shall be distributed in accordance with Charter Schools Law.

SECTION 8: MISCELLANEOUS

- A. No Employee or Agency Relationship.** None of the provisions of this Certificate will be construed to create a relationship of agency, representation, joint venture, ownership, or employment between the Authorizer and the School.
- B. Additional Services.** Except as may be expressly provided in this Certificate, as set forth in any subsequent written agreement between the School and the Authorizer, or as may be required by law, neither the School nor the Authorizer shall be entitled to the use of or access to the services, supplies, or facilities of the other.
- C. No Third-Party Beneficiary.** This Certificate shall not create any rights in any third parties, nor shall any third party be entitled to enforce any rights or obligations that may be possessed by either party to this Certificate.
- D. Amendment.** This Certificate may be amended by agreement between the School and the Authorizer in accordance with Authorizer policy, attached as Appendix G. All amendments must be in writing and signed by the School and the Authorizer.

IN WITNESS WHEREOF, the Authorizer and the School have executed this Performance Certificate to be effective [DATE].

Appendix A: Conditions of Authorization/Renewal

Appendix B: Charter

Appendix C: Pre-Opening Requirements

Appendix D: Articles of Incorporation and Bylaws

Appendix E: Board Roster

Appendix F: School Performance Framework

Appendix G: Authorizer Policies

Appendix H: Enrollment Policy

Appendix I: Public Charter School Closure Protocol

PLANNING, POLICY AND GOVERNMENTAL AFFAIRS
FEBRUARY 27, 2014
PUBLIC CHARTER SCHOOL COMMISSION - PERFORMANCE FRAMEWORK

Name of School: _____ Year Opened: _____ Operating Term: _____ Date Executed: _____

Introduction

Idaho's charter school legislation requires each public charter school authorizer to develop a Performance Framework on which the provisions of the Performance Certificate will be based. Performance Frameworks must clearly set forth the academic and operational performance indicators, measures, and metrics that will guide the authorizer's evaluations of each public charter school, and must contain the following:

- Indicators, measures, and metrics for student academic proficiency;
- Indicators, measures, and metrics for student academic growth;
- Indicators, measures, and metrics for college and career readiness (for high schools); and
- Indicators, measures, and metrics for board performance and stewardship, including compliance with all applicable laws, regulations and terms of the performance certificate.

The measurable performance targets contained within the framework must require, at a minimum, that each school meet applicable federal, state, and authorizer goals for student achievement. This Performance Framework was adopted by the Public Charter School Commission (PCSC) on [date] and is intended for use with non-alternative public charter schools authorized by the PCSC.

Performance Framework Structure

The Performance Framework is divided into four sections: Academic, Mission-Specific, Operational, and Financial. The Academic and Mission-Specific sections comprise the primary indicators on which most renewal or non-renewal decisions will be based. The Operational and Financial sections contribute additional indicators that will, except in cases of egregious failure to meet standards, be considered secondary.

Academic:

A high percentage (60%) of a school's total score for the Academic & Mission Specific Accountability Designation reflects the school's performance on a set of academic measures. These measures are the same for all non-alternative schools. The "Meets Standard" rating for each measure is designed to align closely with state minimum standards as established in Idaho's ESEA waiver and Star Rating System.

Mission-Specific:

A significant portion (40%) of a school's total score for the Academic & Mission Specific Accountability Designation reflects the school's performance on a set of mission-specific measures. These measures may be academic or non-academic in nature, but must be objective and data-driven. The number and weighting of mission-specific measures should be established during one-on-one negotiations between the school and authorizer.

During their first Performance Certificate term only, schools authorized to open in or before Fall 2014 may choose to opt-out of the Mission-Specific section of the framework. Schools choosing to opt out of Mission-Specific measures for their first term agree that the weight of those measures will be placed instead on the Academic section, which then becomes the single, primary factor considered for purposes of renewal or non-renewal.

Operational:

Operational indicators comprise a secondary element for consideration during the renewal process. While each school will receive a score in the operational section, this score should not be used as the primary rationale for non-renewal unless the non-compliance with organizational expectations is severe or systemic. Particularly for a school whose academic performance meets or exceeds standards, poor results in this area are more likely to lead to a conditional renewal decision than to non-renewal.

Financial:

Financial indicators comprise a secondary element for consideration during the renewal process. While each school will receive a score in the financial section, this score should not be used as the primary rationale for non-renewal unless the school's financial state at the time of renewal is dire. Particularly for a school whose academic performance meets or exceeds standards, poor results in this area are more likely to lead to a conditional renewal decision than to non-renewal. The PCSC may also elect to renew a financially troubled school that is clearly providing a high quality education, but notify the SDE of the situation so that the payment schedule may be modified in order to safeguard taxpayer dollars.

Accountability Designations

Calculation of the percentage of eligible points earned for each school will guide the determination of that school's accountability designation: Honor, Good Standing, Remediation, or Critical. The accountability designation will, in turn, guide the PCSC's renewal or non-renewal decision-making. Measures for which a school lacks data due to factors such as grade configuration or small size will not contribute to that school's accountability designation. The PCSC will consider contextual factors affecting a school's accountability designation when making renewal or non-renewal decisions.

Honor:

Schools achieving at this level in all categories (academic, mission-specific, operational, and financial) are eligible for special recognition and will be recommended for renewal. Replication and expansion proposals are likely to succeed. The Framework places schools that earn 75-100% of the combined academic and mission-specific points possible in this accountability designation. It is possible for 5-star schools, high-range 4-star schools with solid mission-specific outcomes, and mid-range 4-star schools with strong mission-specific outcomes to receive an honor designation. Schools that fall into this point-percentage category but have poor operational and/or financial outcomes will not be eligible for an honor designation.

Good Standing:

Schools achieving at this level will be recommended for renewal; however, conditional renewal may be recommended if operational and/or financial outcomes are poor. Replication and expansion proposals will be considered. To be placed in this category, schools must receive the appropriate percentage of the combined academic and mission-specific points possible and have at least a 3-star rating. The Framework places schools that earn 55-74% of the combined academic and mission-specific points possible in this accountability designation. It is possible for 3-star or 4-star schools with solid mission-specific outcomes, or 5-star schools with poor mission-specific, financial, and/or operational outcomes to receive a good standing designation. Although 2-star schools with strong mission-specific outcomes could fall into this point-percentage range, they would not be eligible to receive a good standing designation due to their star ratings; the Framework is drafted thus in recognition of Idaho's statutory provision that the performance framework shall, at a minimum, require that each school meet applicable federal and state goals for student achievement.

Remediation:

Schools achieving at this level may be recommended for non-renewal or conditional renewal, particularly if operational and/or financial outcomes are poor. Replication and expansion proposals are unlikely to succeed. The Framework places schools that earn 31-54% of the combined academic and mission-specific points possible in this accountability designation. It is possible for 3-star schools with poor mission-specific outcomes, 2-star schools, or 1-star schools with strong mission-specific outcomes to receive a remediation designation.

Critical:

Schools achieving at this level face a strong likelihood of non-renewal, particularly if operational and/or financial outcomes are also poor. Replication and expansion proposals should not be considered. The Framework places schools that earn less than 30% of the combined academic and mission-specific points possible in this accountability designation. It is possible for 1-star schools or 2-star schools with poor mission-specific outcomes to receive a Critical designation.

PLANNING, POLICY AND GOVERNMENTAL AFFAIRS

FEBRUARY 27, 2014

INDICATOR 1: STATE AND FEDERAL ACCOUNTABILITY							
Measure 1a Overall Star Rating	Is the school meeting acceptable standards according to existing state grading or rating systems? Exceeds Standard: School received five stars on the Star Rating System Meets Standard: School received three or four stars on the Star Rating System Does Not Meet Standard: School received two stars on the Star Rating System Falls Far Below Standard: School received one star on the Star Rating System	Result (Stars)	Points Possible	Points Earned			
		5	25				
		4	20				
		3	15				
		2	0				
		1	0	<hr/>			
		0.00					
Notes							
Measure 1b State Designations	Is the school meeting state designation expectations as set forth by state and federal accountability systems? Exceeds Standard: School was identified as a "Reward" school. Meets Standard: School does not have a designation. Does Not Meet Standard: School was identified as a "Focus" school. Falls Far Below Standard: School was identified as a "Priority" school.	Result	Points Possible	Points Earned			
		Reward	25				
		None	15				
		Focus	0				
		Priority	0				
					<hr/>		
			0.00				
Notes							
INDICATOR 2: STUDENT ACADEMIC PROFICIENCY							
Measure 2a ISAT / SBA % Proficiency Reading	Are students achieving reading proficiency on state examinations? Exceeds Standard: 90% or more of students met or exceeded proficiency. Meets Standard: Between 65-89% of students met or exceeded proficiency. Does Not Meet Standard: Between 41-64% of students met or exceeded proficiency. Falls Far Below Standard: Fewer than 41% of students met or exceeded proficiency.	Result (Percentage)	Points Possible	Possible in this Range	Percentile Targets	Percentile Points	Points Earned
			57-75	18	90-100	11	0.00
			38-56	18	65-89	25	0.00
			20-37	18	41-64	24	0.00
			0-19	19	1-40	40	0.00
					<hr/>		
			0.00				
Notes							
Measure 2b ISAT / SBA % Proficiency Math	Are students achieving math proficiency on state examinations? Exceeds Standard: 90% or more of students met or exceeded proficiency. Meets Standard: Between 65-89% of students met or exceeded proficiency. Does Not Meet Standard: Between 41-64% of students met or exceeded proficiency. Falls Far Below Standard: Fewer than 41% of students met or exceeded proficiency.	Result (Percentage)	Points Possible	Possible in this Range	Percentile Targets	Percentile Points	Points Earned
			57-75	18	90-100	11	0.00
			38-56	18	65-89	25	0.00
			20-37	18	41-64	24	0.00
			0-19	19	1-40	40	0.00
					<hr/>		
			0.00				
Notes							

PLANNING, POLICY AND GOVERNMENTAL AFFAIRS

FEBRUARY 27, 2014

Measure 2c ISAT / SBA % Proficiency Language Arts	Are students achieving language proficiency on state examinations?	Result (Percentage)	Points Possible	Possible in this Range	Percentile Targets	Percentile Points	Points Earned
	Exceeds Standard: 90% or more of students met or exceeded proficiency.		57-75	18	90-100	11	0.00
	Meets Standard: Between 65-89% of students met or exceeded proficiency.		38-56	18	65-89	25	0.00
	Does Not Meet Standard: Between 41-64% of students met or exceeded proficiency.		20-37	18	41-64	24	0.00
	Falls Far Below Standard: Fewer than 41% of students met or exceeded proficiency.		0-19	19	1-40	40	0.00
Notes		0.00					
INDICATOR 3: STUDENT ACADEMIC GROWTH							
Measure 3a Criterion-Referenced Growth in Reading	Are students making adequate annual academic growth to achieve proficiency in reading with 3 years or by 10th grade?	Result (Percentage)	Points Possible	Possible in this Range	Percentile Targets	Percentile Points	Points Earned
	Exceeds Standard: At least 85% of students are making adequate academic growth.		76-100	25	85-100	16	0.00
	Meets Standard: Between 70-84% of students are making adequate academic growth.		51-75	25	70-84	15	0.00
	Does Not Meet Standard: Between 50-69% of students are making adequate academic growth.		26-50	25	50-69	20	0.00
	Falls Far Below Standard: Fewer than 50% of students are making adequate academic growth.		0-25	25	1-49	49	0.00
Notes		0.00					
Measure 3b Criterion-Referenced Growth in Math	Are students making adequate annual academic growth to achieve math proficiency within 3 years or by 10th grade?	Result (Percentage)	Points Possible	Possible in this Range	Percentile Targets	Percentile Points	Points Earned
	Exceeds Standard: At least 85% of students are making adequate academic growth.		76-100	25	85-100	16	0.00
	Meets Standard: Between 70-84% of students are making adequate academic growth.		51-75	25	70-84	15	0.00
	Does Not Meet Standard: Between 50-69% of students are making adequate academic growth.		26-50	25	50-69	20	0.00
	Falls Far Below Standard: Fewer than 50% of students are making adequate academic growth.		0-25	25	1-49	49	0.00
Notes		0.00					
Measure 3c Criterion-Referenced Growth in Language	Are students making adequate annual academic growth to achieve language proficiency within 3 years or by 10th grade?	Result (Percentage)	Points Possible	Possible in this Range	Percentile Targets	Percentile Points	Points Earned
	Exceeds Standard: At least 85% of students are making adequate academic growth.		76-100	25	85-100	16	0.00
	Meets Standard: Between 70-84% of students are making adequate academic growth.		51-75	25	70-84	15	0.00
	Does Not Meet Standard: Between 50-69% of students are making adequate academic growth.		26-50	25	50-69	20	0.00
	Falls Far Below Standard: Fewer than 50% of students are making adequate academic growth.		0-25	25	1-49	49	0.00
Notes		0.00					

PLANNING, POLICY AND GOVERNMENTAL AFFAIRS

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Measure 3d Norm-Referenced Growth in Reading	Are students making expected annual academic growth in reading compared to their academic peers?	Result (Percentage)	Points Possible	Possible in this Range	Percentile Targets	Percentile Points	Points Earned
	Exceeds Standard: The school's Median SGP in reading falls between the 66 th and 99 th percentile.		57-75	18	66-99	34	0.00
	Meets Standard: The school's Median SGP in reading falls between the 43 rd and 65 th percentile.		38-56	18	43-65	23	0.00
	Does Not Meet Standard: The school's Median SGP in reading falls between the 30 th and 42 th percentile.		20-37	18	30-42	13	0.00
	Falls Far Below Standard: The school's Median SGP in reading falls below the 30 th percentile.		0-19	19	1-29	29	0.00
Notes		0.00					
Measure 3e Norm-Referenced Growth in Math	Are students making expected annual academic growth in math compared to their academic peers?	Result (Percentage)	Points Possible	Possible in this Range	Percentile Targets	Percentile Points	Points Earned
	Exceeds Standard: The school's Median SGP in math falls between the 66 th and 99 th percentile.		57-75	18	66-99	34	0.00
	Meets Standard: The school's Median SGP in math falls between the 43 rd and 65 th percentile.		38-56	18	43-65	23	0.00
	Does Not Meet Standard: The school's Median SGP in math falls between the 30 th and 42 th percentile.		20-37	18	30-42	13	0.00
	Falls Far Below Standard: The school's Median SGP in math falls below the 30 th percentile.		0-19	19	1-29	29	0.00
Notes		0.00					
Measure 3f Norm-Referenced Growth in Language	Are students making expected annual academic growth in language compared to their academic peers?	Result (Percentage)	Points Possible	Possible in this Range	Percentile Targets	Percentile Points	Points Earned
	Exceeds Standard: The school's Median SGP in language arts falls between the 66 th and 99 th percentile.		57-75	18	66-99	34	0.00
	Meets Standard: The school's Median SGP in language arts falls between the 43 rd and 65 th percentile.		38-56	18	43-65	23	0.00
	Does Not Meet Standard: The school's Median SGP in language arts falls between the 30 th and 42 th percentile.		20-37	18	30-42	13	0.00
	Falls Far Below Standard: The school's Median SGP in language arts falls below the 30 th percentile.		0-19	19	1-29	29	0.00
Notes		0.00					
Measure 3g Subgroup Growth Combined Subjects	Is the school increasing subgroup academic performance over time?	Result (Percentage)	Points Possible	Possible in this Range	Percentile Targets	Percentile Points	Points Earned
	Exceeds Standard: School earned at least 70% of possible points in SRS Accountability Area 3.		76-100	25	70-100	31	0.00
	Meets Standard: School earned 45-69% of possible points in SRS Accountability Area 3.		51-75	25	45-69	25	0.00
	Does Not Meet Standard: School earned 31-44% of possible points in SRS Accountability Area 3.		26-50	25	31-44	14	0.00
	Falls Far Below Standard: School earned fewer than 30% of possible points in SRS Accountability Area 3.		0-25	25	1-30	30	0.00
Notes		0.00					

PLANNING, POLICY AND GOVERNMENTAL AFFAIRS

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INDICATOR 4: COLLEGE AND CAREER READINESS								
Measure 4a Advanced Opportunity		Are students participating successfully in advance opportunity coursework?	Result	Points Possible	Points Earned			
Coursework	Exceeds Standard: School earned 5 points in SRS Post-Secondary Content Area: Advanced Opportunity		5	50				
	Meets Standard: School earned 3-4 points in SRS Post-Secondary Content Area: Advanced Opportunity		3-4	30				
	Does Not Meet Standard: School earned 2 points in SRS Post-Secondary Content Area: Advanced Opportunity		2	10				
	Falls Far Below Standard: School earned 1 or fewer points in SRS Post-Secondary Content Area: Adv Oppty		1	0				
Notes					0.00			
Measure 4b1 College Entrance Exam Results		Does students' performance on college entrance exams reflect college readiness?	Result	Points Possible	Points Earned			
	Exceeds Standard: Effective in 2013-14, at least 35% of students met or exceeded the college readiness benchmark on an entrance or placement exam.		5	50				
	Meets Standard: Effective in 2013-14, between 25-34% of students met or exceeded the college readiness benchmark on an entrance or placement exam.)		3-4	30				
	Does Not Meet Standard: Effective in 2013-14, between 20-24% of students met or exceeded the college readiness benchmark on an entrance or placement exam.)		2	10				
	Falls Far Below Standard: Effective in 2013-14, fewer than 20% of students met or exceeded the college readiness benchmark on an entrance or placement exam.		1	0				
Notes					0.00			
Measure 4b2 College Entrance Exam Results		Does students' performance on college entrance exams reflect college readiness?	Result	Points Possible	Points Earned			
	Exceeds Standard: Effective in 2014-15 and thereafter, at least 45% of students met or exceeded the college readiness benchmark on an entrance or placement exam.		5	50				
	Meets Standard: Effective in 2014-15 and thereafter, between 35-44% of students met or exceeded the college readiness benchmark on an entrance or placement exam.		3-4	30				
	Does Not Meet Standard: Effective in 2014-15 and thereafter, between 30-34% of students met or exceeded the college readiness benchmark on an entrance or placement exam.		2	10				
	Falls Far Below Standard: Effective in 2014-15 and thereafter, fewer than 30% of students met or exceeded the college readiness benchmark on an entrance or placement exam.		1	0				
Notes					0.00			
Measure 4c Graduation Rate		Are students graduating from high school?	Result (Percentage)	Possible Overall	Possible in this Range	Percentile Targets	Percentile Points	Points Earned
	Exceeds Standard: At least 90% of students graduated from high school.			39-50	12	90-100	11	0.00
	Meets Standard: 81-89% of students graduated from high school.			26-38	13	81-89	9	0.00
	Does Not Meet Standard: 71%-80% of students graduated from high school.			14-26	13	71-80	10	0.00
	Falls Far Below Standard: Fewer than 70% of students graduated from high school.			0-13	13	1-70	70	0.00
Notes								0.00

**PLANNING, POLICY AND GOVERNMENTAL AFFAIRS
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MISSION-SPECIFIC GOALS				
Measure 1	Is the school ***?	Result	Weight	Score
	Exceeds Standard:			
	Meets Standard:			
	Does Not Meet Standard:			
	Falls Far Below Standard:			
Notes	Consistent with best practices and input from stakeholders, a significant portion (40%) of a school's total score on the framework reflects the school's performance on a set of Mission-Specific measures. These measures may be academic or non-academic in nature, but must be objective and data-driven. The number and weighting of Mission-Specific measures should be established during one-on-one negotiations between school and authorizer.			
Measure 2	Is the school ***?	Result	Weight	Score

	Exceeds Standard:			
	Meets Standard:			
	Does Not Meet Standard:			
	Falls Far Below Standard:			
Notes				
Measure 3	Is the school ***?	Result	Weight	Score

	Exceeds Standard:			
	Meets Standard:			
	Does Not Meet Standard:			
	Falls Far Below Standard:			
Notes				

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Measure 4	Is the school ***?	Result	Weight	Score

	Exceeds Standard:			
	Meets Standard:			
	Does Not Meet Standard:			
	Falls Far Below Standard:			
Notes				
Measure 5	Is the school ***?	Result	Weight	Score

	Exceeds Standard:			
	Meets Standard:			
	Does Not Meet Standard:			
	Falls Far Below Standard:			
Notes				

0

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INDICATOR 1: EDUCATIONAL PROGRAM		Result	Points Possible	Points Earned
Measure 1a Implementation of Educational Program	Is the school implementing the material terms of the educational program as defined in the performance certificate?			
	Meets Standard: The school implements the material terms of the mission, vision, and educational program in all material respects and the implementation of the educational program reflects the essential elements outlined in the performance certificate, or the school has gained approval for a charter modification to the material terms.		25	
	Does Not Meet Standard: School has deviated from the material terms of the mission, vision, and essential elements of the educational program as described in the performance certificate, without approval for a charter modification, such that the program provided differs substantially from the program described in the charter and performance certificate.		0	
Notes				0.00
Measure 1b Education Requirements	Is the school complying with applicable education requirements?			
	Exceeds Standard: The school materially complies with applicable laws, rules, regulations, and provisions of the performance certificate relating to education requirements, including but not limited to: Instructional time requirements, graduation and promotion requirements, content standards including the Common Core State Standards, the Idaho State Standards, State assessments, and implementation of mandated programming related to state or federal funding.		25	
	Meets Standard: The school has exhibited non-compliance with applicable laws, rules, regulations, or provisions of the performance certificate relating to the education requirements; however, matters of non-compliance are minor and quickly remedied, with documentation, by the governing board.		15	
	Does Not Meet Standard: The school exhibits frequent and/or significant non-compliance with applicable laws, rules, regulations, and provisions of the performance certificate relating to education requirements; and/or matters of non-compliance are not quickly remedied, with documentation, by the governing board.		0	
Notes				0.00
Measure 1c Students with Disabilities	Is the school protecting the rights of students with disabilities?			
	Exceeds Standard: The school materially complies with applicable laws, rules, regulations, and provisions of the performance certificate relating to the treatment of students with identified disabilities and those suspected of having a disability, including but not limited to: Equitable access and opportunity to enroll; identification and referral; appropriate development and implementation of IEPs and Section 504 plans; operational compliance, including provision of services in the LRE and appropriate inclusion in the school's academic program, assessments, and extracurricular activities; discipline, including due process protections, manifestation determinations, and behavioral intervention plans; access to the school's facility and program; appropriate use of all available, applicable funding.		25	
	Meets Standard: The school largely exhibits compliance with applicable laws, rules, regulations, or provisions of the performance certificate relating to the treatment of students with identified disabilities and those suspected of having a disability. Instances of non-compliance are minor and quickly remedied, with documentation, by the governing board.		15	
	Does Not Meet Standard: The school exhibits frequent and/or significant non-compliance with applicable laws, rules, regulations, and provisions of the performance certificate relating to the treatment of students with identified disabilities and those suspected of having a disability; and/or matters of non-compliance are not quickly remedied, with documentation, by the governing board.		0	
Notes				0.00

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		Result	Points Possible	Points Earned
Measure 1d English Language Learners	<p>Is the school protecting the rights of English Language Learner (ELL) students?</p> <p>Exceeds Standard: The school materially complies with applicable laws, rules, regulations, and provisions of the performance certificate relating to requirements regarding ELLs, including but not limited to: Equitable access and opportunity to enroll; required policies related to the service of ELL students; compliance with native language communication requirements; proper steps for identification of students in need of ELL services; appropriate and equitable delivery of services to identified students; appropriate accommodations on assessments; exiting of students from ELL services; and ongoing monitoring of exited students. Matters of non-compliance, if any, are minor and quickly remedied, with documentation, by the governing board.</p> <p>Meets Standard: The school has exhibited non-compliance with applicable laws, rules, regulations, or provisions of the performance certificate relating to the treatment of ELL students; however, matters of non-compliance are minor and quickly remedied, with documentation, by the governing board.</p> <p>Does Not Meet Standard: The school exhibits frequent and/or significant non-compliance with applicable laws, rules, regulations, and provisions of the performance certificate relating to requirements regarding ELLs; and/or matters of non-compliance are not quickly remedied, with documentation, by the governing board.</p>		<p>25</p> <p>15</p> <p>0</p>	<p>0.00</p>
Notes				
INDICATOR 2: FINANCIAL MANAGEMENT AND OVERSIGHT				
Measure 2a Financial Reporting and Compliance	<p>Is the school meeting financial reporting and compliance requirements?</p> <p>Exceeds Standard: The school materially complies with applicable laws, rules, regulations, and provisions of the performance certificate relating to financial reporting requirements, including but not limited to: Complete and on-time submission of financial reports including annual budget, revised budgets (if applicable), periodic financial reports as required by the PCSC, and any reporting requirements if the board contracts with and Education Service Provider; on-time submission and completion of the annual independent audit and corrective action plans (if applicable); and all reporting requirements related to the use of public funds.</p> <p>Meets Standard: The school largely exhibits compliance with applicable laws, rules, regulations, or provisions of the performance certificate relating to financial reporting requirements. Instances of non-compliance are minor and quickly remedied, with documentation, by the governing board.</p> <p>Does Not Meet Standard: The school exhibits frequent and/or significant failure to comply with applicable laws, rules, regulations, and provisions of the performance certificate relating to financial reporting requirements; and/or matters of non-compliance are not quickly remedied, with documentation, by the governing board.</p>		<p>25</p> <p>15</p> <p>0</p>	<p>0.00</p>
Notes				
Measure 2b GAAP	<p>Is the school following Generally Accepted Accounting Principles (GAAP)?</p> <p>Meets Standard: The school materially complies with applicable laws, rules, regulations, and provisions of the performance certificate relating to financial management and oversight expectations as evidenced by an annual independent audit, including but not limited to: An unqualified audit opinion; an audit devoid of significant findings and conditions, material weaknesses, or significant internal control weaknesses; and an audit that does not include a going concern disclosure in the notes or an explanatory paragraph within the audit report.</p> <p>Does Not Meet Standard: The school exhibits failure to comply with applicable laws, rules, regulations, and provisions of the performance certificate relating to financial management and oversight expectations as evidenced by an annual independent audit; and/or matters of non-compliance are not quickly remedied, with documentation, by the governing board.</p>		<p>25</p> <p>0</p>	<p>0.00</p>
Notes				

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GOVERNANCE AND REPORTING				
Measure 3a Governance Requirements	<p>Is the school complying with governance requirements?</p> <p>Exceeds Standard: The school materially complies with applicable laws, rules, regulations, and provisions of the performance certificate relating to governance by its board, including but not limited to: board policies; board bylaws; state open meetings law; code of ethics; conflicts of interest; board composition; and compensation for attendance at meetings.</p> <p>Meets Standard: The school largely exhibits compliance with applicable laws, rules, regulations, or provisions of the performance certificate relating to governance by its board. Instances of non-compliance are minor and quickly remedied, with documentation, by the governing board.</p> <p>Does Not Meet Standard: The school exhibits frequent and/or significant failure to materially comply with applicable laws, rules, regulations, and provisions of the performance certificate relating to governance by its board; and/or matters of non-compliance are not quickly remedied, with documentation, by the governing board.</p>	Result	Points Possible	Points Earned
			25	
			15	
			0	
Notes				0.00
Measure 3b Reporting Requirements	<p>Is the school complying with reporting requirements?</p> <p>Exceeds Standard: The school materially complies with applicable laws, rules, regulations, and requirements of the performance certificate relating to relevant reporting requirements to the PCSC, the SDE, and/or federal authorities, including but not limited to:</p> <p>Meets Standard: The school largely exhibits compliance with applicable laws, rules, regulations, or provisions of the performance certificate relating to relevant reporting requirements to the PCSC, the SDE, and/or federal authorities. Instances of non-compliance regulations, and provisions of the performance certificate relating to relevant reporting requirements to the PCSC, the SDE, and/or federal authorities; and/or matters of non-compliance are not quickly remedied, with documentation, by the governing board.</p>	Result	Points Possible	Points Earned
			25	
			15	
			0	
Notes				0.00
INDICATOR 4: STUDENTS AND EMPLOYEES				
Measure 4a Student Rights	<p>Is the school protecting the rights of all students?</p> <p>Exceeds Standard: The school materially complies with applicable laws, rules, regulations, and requirements of the performance certificate relating to the rights of students, including but not limited to: policies and practices related to recruitment and enrollment; the collection and protection of student information; due process protections, privacy, civil rights, and student liberties requirements; conduct of discipline.</p> <p>Meets Standard: The school largely exhibits compliance with applicable laws, rules, regulations, or provisions of the performance certificate relating to the rights of students. Instances of non-compliance are minor and quickly remedied, with documentation, by the governing board.</p> <p>Does Not Meet Standard: The school exhibits frequent and/or significant failure to materially comply with applicable laws, rules, regulations, and provisions of the performance certificate relating to the rights of students; and/or matters of non-compliance are not quickly remedied, with documentation, by the governing board.</p>	Result	Points Possible	Points Earned
			25	
			15	
			0	
Notes				0.00

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		Result	Points Possible	Points Earned
Measure 4b Credentialing	Is the school meeting teacher and other staff credentialing requirements?			
	Exceeds Standard: The school materially complies with applicable laws, rules, regulations, and requirements of the performance certificate relating to state and federal certification requirements.		25	
	Meets Standard: The school largely exhibits compliance with applicable laws, rules, regulations, or requirements of the performance certificate relating to state and federal certification requirements. Instances of non-compliance are minor and quickly remedied, with documentation, by the governing board.		15	
	Does Not Meet Standard: The school exhibits frequent and/or significant failure to materially comply with applicable laws, rules, regulations, and provisions of the performance certificate relating to state and federal certification requirements; and/or matters of non-compliance are not quickly remedied, with documentation, by the governing board.		0	
Notes				<hr/> 0.00
		Result	Points Possible	Points Earned
Measure 4c Employee Rights	Is the school complying with laws regarding employee rights?			
	Exceeds Standard: The school materially complies with applicable laws, rules, regulations, and requirements of the performance certificate relating to employment considerations, including those relating to the Family Medical Leave Act, the Americans with Disabilities Act, and employment contracts.		25	
	Meets Standard: The school largely exhibits compliance with applicable laws, rules, regulations, or requirements of the performance certificate relating to employment considerations or employee rights. Instances of non-compliance are minor and quickly remedied, with documentation, by the governing board.		15	
	Does Not Meet Standard: The school exhibits frequent and/or significant failure to materially comply with applicable laws, rules, regulations, and provisions of the performance certificate relating to employment considerations; and/or matters of non-compliance are not quickly remedied, with documentation, by the governing board.		0	
Notes				<hr/> 0.00
		Result	Points Possible	Points Earned
Measure 4d Background Checks	Is the school completing required background checks?			
	Exceeds Standard: The school materially complies with applicable laws, rules, regulations, and requirements of the performance certificate relating to background checks of all applicable individuals.		25	
	Meets Standard: The school largely exhibits compliance with applicable laws, rules, regulations, or requirements of the performance certificate relating to background checks of all applicable individuals. Instances of non-compliance are minor and quickly remedied, with documentation, by the governing board.		15	
	Does Not Meet Standard: The school exhibits frequent and/or significant failure to materially comply with applicable laws, rules, regulations, and provisions of the performance certificate relating to background checks of all applicable individuals; and/or matters of non-compliance are not quickly remedied, with documentation, by the governing board.		0	
Notes				<hr/> 0.00

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INDICATOR 5: SCHOOL ENVIRONMENT		Result	Points Possible	Points Earned
Measure 5a Facilities and Transportation	Is the school complying with facilities and transportation requirements?			
	Exceeds Standard: The school materially complies with applicable laws, rules, regulations, and requirements of the performance certificate relating to the school facilities, grounds, and transportation, including but not limited to: American's with Disabilities Act, fire inspections and related records, viable certificate of occupancy or other required building use authorization, documentation of requisite insurance coverage, and student transportation.		25	
	Meets Standard: The school largely exhibits compliance with applicable laws, rules, regulations, or requirements of the performance certificate relating to the school facilities, grounds, or transportation. Instances of non-compliance are minor and quickly remedied, with documentation, by the governing board.		15	
	Does Not Meet Standard: The school exhibits frequent and/or significant failure to materially comply with applicable laws, rules, regulations, and provisions of the performance certificate relating to the school facilities, grounds, and transportation; and/or matters of non-compliance are not quickly remedied, with documentation, by the governing board.		0	
Notes				0.00
Measure 5b Health and Safety	Is the school complying with health and safety requirements?			
	Exceeds Standard: The school materially complies with applicable laws, rules, regulations, and requirements of the performance certificate relating to safety and the provision of health-related services.		25	
	Meets Standard: The school largely exhibits compliance with applicable laws, rules, regulations, or requirements of the performance certificate relating to safety or the provision of health-related services. Instances of non-compliance are minor and quickly remedied, with documentation, by the governing board.		15	
	Does Not Meet Standard: The school exhibits frequent and/or significant failure to materially comply with applicable laws, rules, regulations, and provisions of the performance certificate relating to safety and the provision of health-related services; and/or matters of non-compliance are not quickly remedied, with documentation, by the governing board.		0	
Notes				0.00
Measure 5c Information Handling	Is the school handling information appropriately?			
	Exceeds Standard: The school materially complies with applicable laws, rules, regulations, and requirements of the performance certificate relating to the handling of information, including but not limited to: maintaining the security of and providing access to student records under the Family Educational Rights and Privacy Act and other applicable authorities; accessing documents maintained by the school under the state's Freedom of Information law and other applicable authorities; Transferring of student records; proper and secure maintenance of testing materials.		25	
	Meets Standard: The school largely exhibits compliance with applicable laws, rules, regulations, or requirements of the performance certificate relating to the handling of information. Instances of non-compliance are minor and quickly remedied, with documentation, by the governing board.		15	
	Does Not Meet Standard: The school exhibits frequent and/or significant failure to materially comply with applicable laws, rules, regulations, and provisions of the performance certificate relating to the handling of information; and/or matters of non-compliance are not quickly remedied, with documentation, by the governing board.		0	
Notes				0.00

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ADDITIONAL OBLIGATIONS			
Measure 6a Additional Obligations	Is the school complying with all other obligations?	Result	Points Possible
	<p>Meets Standard: The school materially complies with all other material legal, statutory, regulatory, or contractual requirements contained in its charter contract that are not otherwise explicitly stated herein, including but not limited to requirements from the following sources: revisions to state charter law; and requirements of the State Department of Education. Matters of non-compliance, if any, are minor and quickly remedied, with documentation, by the governing board.</p>		25
	<p>Does Not Meet Standard: The school exhibits frequent and/or significant failure to materially comply with with all other material legal, statutory, regulatory, or contractual requirements contained in its charter contract that are not otherwise explicitly stated herei; and/or matters of non-compliance are not quickly remedied, with documentation, by the governing board.</p>		0
Notes			0.00

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INDICATOR 1: NEAR-TERM MEASURES			
Measure 1a Current Ratio	Current Ratio: Current Assets divided by Current Liabilities Meets Standard: Current Ratio is greater than or equal to 1.1 OR Current Ratio is between 1.0 and 1.1 and one-year trend is positive (current year ratio is higher than last year's). <i>Note: For schools in their first or second year of operation, the current ratio must be greater than or equal to 1.1.</i> Does Not Meet Standard: Current Ratio is between 0.9 and 1.0 or equalis 1.0 OR Current Ratio is between 1.0 and 1.1 and one-year trend is negative. Falls Far Below Standard: Current ratio is less than or equal to 0.9.	Result	Points Possible
			25
			Points Earned
			50
Notes			10
			0
			0.00
Measure 1b Unrestricted Days Cash	Unrestricted Days Cash: Unrestricted Cash divided by (Total Expenses minus Depreciation Expense / 365) Meets Standard: 60 Days Cash OR Between 30 and 60 Days Cash and one-year trend is positive. <i>Note: Schools in their first or second year of operation must have a minimum of 30 Days Cash.</i> Does Note Meet Standard: Days Cash is between 15-30 days OR Days Cash is between 30-60 days and one-year trend is negative. Falls Far Below Standard: Fewer than 15 Days Cash.	Result	Points Possible
			50
			10
			0
Notes			0.00
Measure 1c Enrollment Variance	Enrollment Variance: Actual Enrollment divided by Enrollment Projection in Charter School Board-Approved Budget Meets Standard: Enrollment Variance equals or exceeds 95 percent in the most recent year. Does Not Meet Standard: Enrollment Variance is between 85-95 percent in the most recent year. Falls Far Below Standard: Enrollment Variance is less than 85 percent in the most recent year.	Result	Points Possible
			50
			30
			0
Notes			0.00
Measure 1d Default	Default Meets Standard: School is not in default of loan covenant(s) and/ore is not delinquent with debt service payments. Does Not Meet Standard: Not applicable Falls Far Below Standard: School is in default of loan covenant(s) and/or is delinquent with debt service payments.	Result	Points Possible
			50
			0
			0.00
Notes			

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INDICATOR 2: SUSTAINABILITY MEASURES				
Measure 2a Total Margin and Aggregated 3-Year Total Margin	Total Margin: Net Income divided by Total Revenue AND Aggregated Total Margin: Total 3-Year Net Income divided by Total 3-Year Revenues	Result	Points Possible	Points Earned
	Meets Standard: Aggregated 3-year Total Margin is positive and the most recent year Total Margin is positive OR Aggregated 3-Year Total Margin is greater than -1.5 percent, the trend is positive for the last two years, and the most recent year Total Margin is positive. <i>Note: For schools in their first or second year of operation, the cumulative Total Margin must be positive.</i>		50	
	Does Not Meet Standard: Aggregated 3-Year Total Margin is greater than -1.5 percent, but trend does not "Meet Standard"		10	
	Falls Far Below Standard: Aggregated 3-Year Total Margin is less than or equal to -1.5 percent OR The most recent year Total Margin is less than -10 percent.		0	
Notes				0.00
Measure 2b Debt to Asset Ratio	Debt to Asset Ratio: Total Liabilities divided by Total Assets	Result	Points Possible	Points Earned
	Meets Standard: Debt to Asset Ratio is less than 0.9		50	
	Does Not Meet Standard: Debt to Asset Ratio is between 0.9 and 1.0		30	
	Falls Far Below Standard: Debt to Asset Ratio is greater than 1.0		0	
Notes				0.00
Measure 2c Cash Flow	Cash Flow: Multi-Year Cash Flow = Year 3 Total Cash - Year 1 Total Cash AND One-Year Cash Flow = Year 2 Total Cash - Year 1 Total Cash	Result	Points Possible	Points Earned
	Meets Standard (in one of two ways): Multi-Year Cumulative Cash Flow is positive and Cash Flow is positive each year OR Multi-Year Cumulative Cash Flow is positive, Cash Flow is positive in one of two years, and Cash Flow in the most recent year is positive. <i>Note: Schools in their first or second year of operation must have positive cash flow.</i>		50	
	Does Not Meet Standard: Multi-Year Cumulative Cash Flow is positive, but trend does not "Meet Standard"		30	
	Falls Far Below Standard: Multi-Year Cumulative Cash Flow is negative		0	
Notes				0.00
Measure 2d Debt Service Coverage Ratio	Debt Service Coverage Ratio: (Net Income + Depreciation + Interest Expense)/(Annual Principal, Interest, and Lease Payments)	Result	Points Possible	Points Earned
	Meets Standard: Debt Service Coverage Ratio is equal to or exceeds 1.1		50	
	Does Not Meet Standard: Debt Service Coverage Ratio is less than 1.1		0	
	Falls Far Below Standard: Not Applicable			
Notes				0.00

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ACADEMIC	Measure	Possible Elem / MS Points	% of Total Points	POINTS EARNED	Possible HS Points	% of Total Points	POINTS EARNED
State/Federal Accountability	1a	25	2%	0.00	25	1%	0.00
	1b	25	2%	0.00	25	1%	0.00
Proficiency	2a	75	5%	0.00	75	4%	0.00
	2b	75	5%	0.00	75	4%	0.00
	2c	75	5%	0.00	75	4%	0.00
Growth	3a	100	7%	0.00	100	6%	0.00
	3b	100	7%	0.00	100	6%	0.00
	3c	100	7%	0.00	100	6%	0.00
	3d	75	5%	0.00	75	4%	0.00
	3e	75	5%	0.00	75	4%	0.00
	3f	75	5%	0.00	75	4%	0.00
	3g	100	7%	0.00	100	6%	0.00
College & Career Readiness	4a				50	3%	0.00
	4b1 / 4b2				50	3%	0.00
	4c				50	3%	0.00
Total Possible Academic Points		900			1050		
- Points from Non-Applicable							
Total Possible Academic Points for This School		900			1050		
Total Academic Points Received				0.00			0.00
% of Possible Academic Points for This School				0.00%			0.00%

MISSION-SPECIFIC	Measure	Possible Points	% of Total Points	POINTS EARNED	Possible Points	% of Total Points	POINTS EARNED
May be divided among multiple measures as determined through individual negotiations	X						
Total Possible Mission-Specific Points		600	40%		700	40%	
Total Mission-Specific Points Received				0.00			0.00
% of Possible Mission-Specific Points Received				0.00%			0.00%
TOTAL POSSIBLE ACADEMIC & MISSION-SPECIFIC POINTS		1500			1750		
TOTAL POINTS RECEIVED				0.00			0.00
% OF POSSIBLE ACADEMIC & MISSION-SPECIFIC POINTS				0.00%			0.00%

OPERATIONAL	Measure	Points Possible	% of Total Points	Points Earned
Educational Program	1a	25	6%	0.00
	1b	25	6%	0.00
	1c	25	6%	0.00
	1d	25	6%	0.00
Financial Management & Oversight	2a	25	6%	0.00
	2b	25	6%	0.00
Governance & Reporting	3a	25	6%	0.00
	3b	25	6%	0.00
Students & Employees	4a	25	6%	0.00
	4b	25	6%	0.00
	4c	25	6%	0.00
	4d	25	6%	0.00
School Environment	5a	25	6%	0.00
	5b	25	6%	0.00
	5c	25	6%	0.00
Additional Obligations	6a	25	6%	0.00
TOTAL OPERATIONAL POINTS		400	100%	0.00
% OF POSSIBLE OPERATIONAL POINTS				0.00%

FINANCIAL	Measure	Points Possible	% of Total Points	Points Earned
Near-Term Measures	1a	50	13%	0.00
	1b	50	13%	0.00
	1c	50	13%	0.00
	1d	50	13%	0.00
Sustainability Measures	2a	50	13%	0.00
	2b	50	13%	0.00
	2c	50	13%	0.00
	2d	50	13%	0.00
TOTAL FINANCIAL POINTS		400	100%	0.00
% OF POSSIBLE FINANCIAL POINTS				0.00%

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ACCOUNTABILITY DESIGNATION	Academic & Mission-Specific		Operational		Financial	
	Range	% of Points Possible Earned	Range	% of Points Possible Earned	Range	% of Points Possible Earned
Honor Schools achieving at this level in all categories are eligible for special recognition and will be recommended for renewal. Replication and expansion proposals are likely to succeed.	75% - 100% of points possible		90% - 100% of points possible		85% - 100% of points possible	
Good Standing Schools achieving at this level in Academic & Mission-Specific will be recommended for renewal; however, conditional renewal may be recommended if Operational and/or Financial outcomes are poor. Replication and expansion proposals will be considered. To be placed in this category for Academic & Mission-Specific, schools must receive the appropriate percentage of points and have at least a Three Star Rating.	55% - 74% of points possible		80% - 89% of points possible		65% - 84% of points possible	
Remediation Schools achieving at this level in Academic & Mission-Specific may be recommended for non-renewal or conditional renewal, particularly if Operational and/or Financial outcomes are also poor. Replication and expansion proposals are unlikely to succeed.	31% - 54% of points possible		61% - 79% of points possible		46% - 64% of points possible	
Critical Schools achieving at this level in Academic & Mission-Specific level face a strong likelihood of non-renewal, particularly if Operational and/or Financial outcomes are also poor. Replication and expansion proposals should not be considered.	0% - 30% of points possible		0% - 60% of points possible		0% - 45% of points possible	

IDAHO COMMISSION FOR LIBRARIES

SUBJECT

Idaho Commission for Libraries

BACKGROUND/DISCUSSION

Idaho's education system is being widely discussed throughout the state, yet the ongoing and potential contributions of Idaho's libraries are largely unrecognized by both local and state policymakers.

This presentation will include:

- An overview of the current education resources Idaho libraries and librarians provide for all ages
- Highlights of early literacy services supported by the Commission for Libraries
- Challenges to increasing library education resources

IMPACT

This presentation is intended to open a conversation about how the Commission might better interact with the formal K-Career system so existing library resources are more effectively used by students, parents, teachers, and faculty and needs for additional resources are addressed more collaboratively and cost-effectively.

ATTACHMENTS

Attachment 1 – From Readers to Leaders	Page 3
Attachment 2 – Role of Libraries Pre-K – 20 & Beyond	Page 4
Attachment 3 - LearningExpress Library	Page 5
Attachment 4 - Idaho Library Makerspaces	Page 6
Attachment 5 - Read to Me	Page 7

BOARD ACTION

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

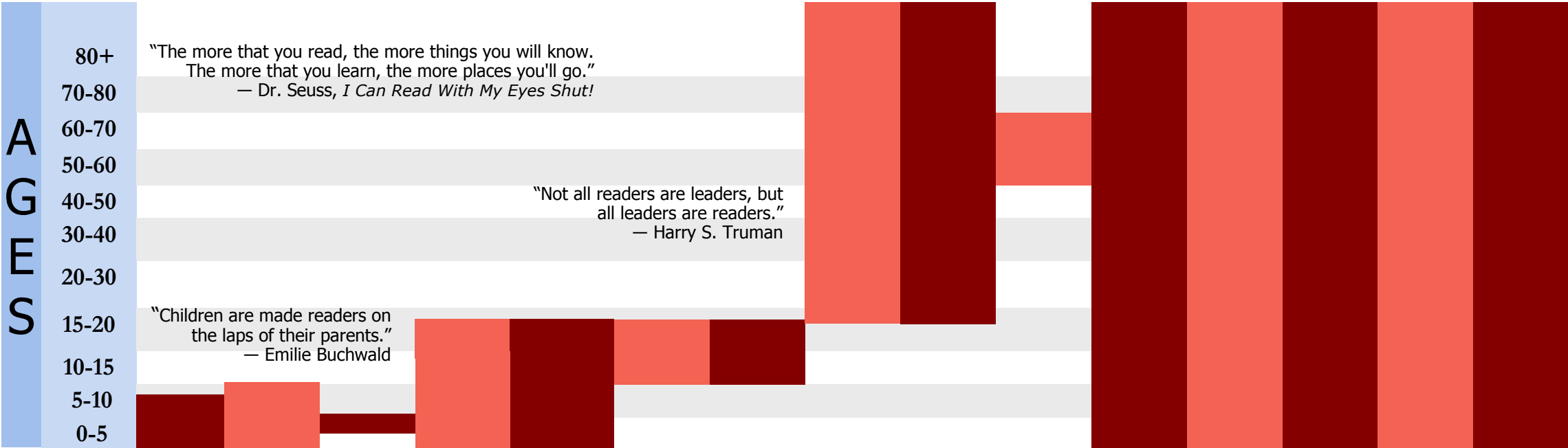
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Idaho
Commission
for Libraries

From Readers to Leaders: ICfL Programs and Services for Libraries

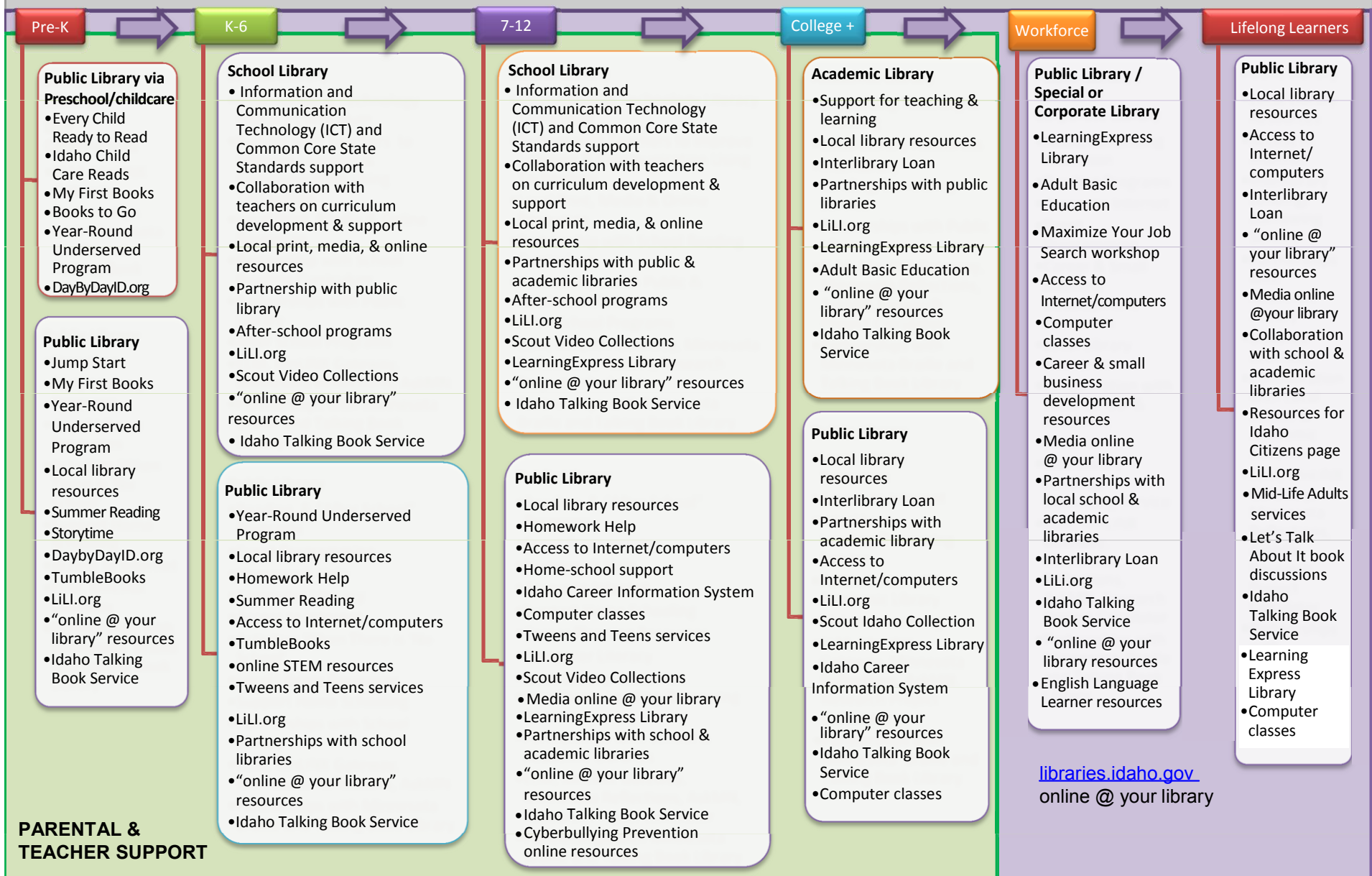
Assisting libraries to build the capacity to better serve their clientele



PROGRAMS AND SERVICES AVAILABLE TO IDAHO LIBRARIES

Routes to Reading: Program to significantly increase reading in Idaho homes and childcare settings by providing Books to Go, TumbleBooks ebooks, and daily online storytimes.	Every Child Ready to Read: Family workshops that involve young children and their parents/caregivers in learning the early literacy skills that prepare children for	My First Books: Program that provides books and library resources for at-risk children	Jump Start: Participating librarians provide early literacy info and a free book to children and their families during kindergarten registration	Year-Round Underserved Pilot Program: Program provides books for libraries to distribute during outreach visits	Summer Reading: Kids enjoy special programs and reading adventures, and keep reading skills sharp for the coming school year	Teen Read Week: In October, school and public libraries collaborate to encourage teen to read	Teen Tech Week: A March event that incorporates technologies into teen programs and services	Idaho Child Care Reads: Librarians host early literacy workshops for childcare providers and distribute professional development and children's books	Let's Talk About It: Bringing together humanities scholars and adult readers in public libraries to read and discuss fine literature	Mid-Life Adults: Providing information, training, tech assistance, and resources for libraries and their community partners related to services for mid-life adults	Idaho Talking Book Service: Loaning audio books and magazines to Idahoans unable to read standard print due to a physical disability	LiLL.org: Idaho's link to databases with top quality articles, magazines, journals, newspapers, reference books, and other resources for all Idaho residents	online @ your library: 2½-year BTOP grant project that includes expanded online workforce training and online learning resources, and expanded Internet access at Idaho public libraries	English Language Learners: Training and resources to support library efforts to serve English Language Learner patrons	Idaho Family Reading Week: A statewide celebration of family reading with library events to reinforce the fun and value of reading

ROLE OF LIBRARIES PRE-K – 20 & BEYOND: LIFELONG LEARNING



Original graphic for Minitex
by Jennifer Hootman

Updated with permission
February 2013 by ICfL



LEARNINGEXPRESS LIBRARY

BUILDING SKILLS FOR: STUDENTS, ADULT LEARNERS, WORKFORCE, AND LIFELONG LEARNERS

LearningExpress Library provides instant 24/7 access to a comprehensive collection of test preparation tools, skill-building materials, and career resources. It helps users of all ages meet their education and career planning needs.

ICfL STATEWIDE
SUBSCRIPTION COST

\$110,400

That's 95% savings

COST IF LIBRARIES
PURCHASED

\$2,475,055

The Commission for Libraries has included ongoing annual funding for the statewide LEL subscription in its FY2015 budget request.

25,213



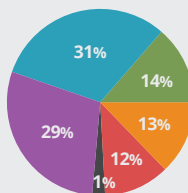
The number of times
Idahoans used LearningExpress
tools in FY2013

During FY2013, the most popular uses of
LearningExpress Library were:

GED Preparation
Viewed 7,892 times

K12 Education Tools
Viewed 7,293 times

Other Uses
Viewed 496 times



College Preparation
Viewed 3,379 times

**Career & Professional
Licensing**
Viewed 3,261 times

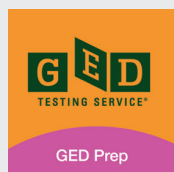
**Software & Internet
Tutorials**
Viewed 2,892 times

LearningExpress has
612 ebooks, tutorials,
and practice tests.

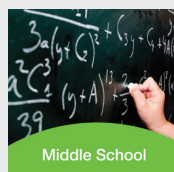


LearningExpress Library Tools

Preparation tools for GED, College Entrance, and Career Licensing



GED Prep



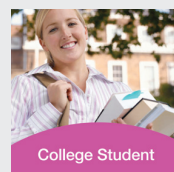
Middle School



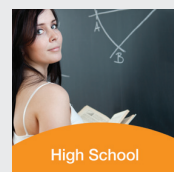
U.S. Citizenship



Career Building



College Student



High School



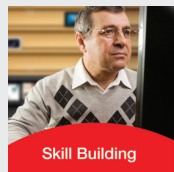
Software Tutorials



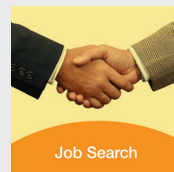
College Prep



Elementary School



Skill Building



Job Search



Recursos en español

LearningExpress has:

✓ Resources for improving basic skills in reading, writing, math, grammar, business writing, computer skills, personal finance, and more.

✓ Practice tests for GED, college entrance exams, and professional certifications.

✓ Tools for creating resumes and preparing for interviews.

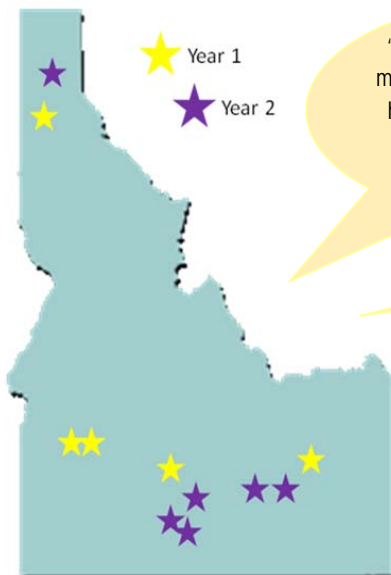
A valuable investment for Idaho



IDAHO LIBRARY MAKERSPACES



A pilot project implemented in 2013 to support the creation of makerspaces in five public libraries serving a population of over 250,000 Idahoans. Idaho Commission for Libraries provided the necessary materials, trainings, and support to implement creative STEAM-based programming for tweens & teens. The project encourages the use of the technologies and tools and has expanded to include opportunities for all ages. This innovative project has garnered national and international attention.



"The biggest surprise in adding a makerspace to our library has been how it made us rethink our entire library and what we do...going beyond just a collection."

"Makerspaces help bridge the gap between play and education, and develop 21st century skills critical for student success."

"Reaching 'makers' has helped us engage a new demographic that didn't necessarily consider the library a resource before."

LESSONS LEARNED

Plan, plan, plan...and then be flexible.
Makerspaces can be created in any space.
Kids love a challenge and learn best when having fun!
Stealth programming engages reluctant teens & introduces others to makerspace possibilities.
Seek out partners to lighten the load and help expand your programs.

OUTCOMES

<p>Outreach: Several libraries hosted successful outreach programs with schools, Head Start classes, Boys & Girls Clubs, and other community organizations. A mobile maker lab was implemented in one of the bookmobiles to test drive the engineering materials with patrons.</p>
<p>Partnerships: Each library developed at least one new partnership within their community to support maker activities and expand the opportunities and types of programs offered.</p>
<p>Approximately 4,600 teens have participated in maker activities.</p>



For more information please contact
erica.compton@libraries.idaho.gov
or visit facebook.com/makeitidaho



Find out more on the Commission website:
libraries.idaho.gov/make-it-idaho



This project was made possible
in part by the U.S. Institute of
Museum and Library Services.



Read to Me

The Idaho Commission for Libraries' **Read to Me program** helps strengthen the traditional role of public libraries in working with parents, schools, and other community partners to help young kids become good readers.

Read to Me consists of a variety of a “buffet” of programs designed so each library can choose those that best meet its community’s needs and resources. Each program is designed to be easily customized and implemented by a typical Idaho public or school library. All Read to Me programs have been evaluated by BSU Literacy Professor Dr. Roger Stewart to determine effectiveness and suggestions for improvement. Descriptions of some of the most popular Read to Me program follow:

Elementary School Library Access to Books Mini-Grants

State funding has been allocated to develop school library collections so books can be checked out to children in developmental preschool, kindergarten and first grade. Many schools were not allowing children in these youngest grades to check out books due to low book budgets. Cash grants of \$1,000 to \$5,000 are awarded to purchase books for the library collection to help ensure that access to materials starts from the beginning of children’s schooling.



Target Audience: Schools that have children enrolled in district special education developmental preschool programs on school grounds and agree to check out books to these children to take home are ranked highest. Applications are then ranked by the number of students eligible for free and reduced lunches and IRI scores.

Additional Information: 23 Idaho elementary schools received grant funds this year to improve collections and change check-out policies so the youngest students can take home books.



My First Books

My First Books provides children from underserved families the opportunity to read and own new books. The program provides a book a month from September through May for each participating child and librarians offer early literacy workshops for families. In addition to providing children with books, a goal of the Read to Me program is to encourage contact between underserved families and librarians, in order to promote local library services and issue library cards.

Target Audience: Idaho public libraries work with community partners (e.g. Head Start, daycares, kindergarten classes) who serve children from birth to age 6 who are unlikely to have books in their homes.

Additional Information: This year 41 public libraries and their community partners are participating in this longest-running Read to Me outreach program, serving 3,800 children statewide.



Books to Go

ICfL provides Books to Go bins of books for public libraries to make available at Head Start sites, developmental preschools, child care centers, and home-based child care locations so parents and caregivers will have convenient, continuous access to pre-packaged books. The bags contain age-appropriate quality books and an early literacy handout that corresponds with the titles. Child care providers are able to use the books and materials throughout the day and parents are able to check out "Books to Go" when they pick up their child.



Target Audience: Children, ages birth to five, and parents throughout the state in 250 Head Start, Health and Welfare's Infant-Toddler program, child care and developmental preschool programs

Additional Information: A National Leadership Grant is funding Books to Go and also made it possible to provide online access to TumbleBooks™ ebooks for every public library in the state, an online storytime project accessible at DayByDayID.org, and regional meetings to support the goals of the Campaign for Grade-Level Reading.



Bright Futures Summer Reading Outreach Opportunities

Free, voluntary, summer reading is one of the most important ways children can maintain achievement levels from spring to fall. Almost all Idaho libraries host a summer library program each year, and participation in programs is free. In order to reach more underserved children, Read to Me sponsors several "opt-in" summer reading outreach opportunities, referred to as Bright Futures.

Target Audience: Idaho libraries participate in Bright Futures to help prevent "summer slide" for Idaho children. They partner with schools and other organizations to reach as many children as possible and often host programs outside the library.

Additional Information: In 2013, over 95,000 children were involved in summer library programs.

Every Child Ready to Read

Every Child Ready to Read® Family Workshops involves young children and their parents in learning about the six early literacy skills that help prepare children to be successful in school. Once a week, for six weeks, parents and their children attend an Every Child Ready to Read Workshop.

One of the six early literacy skills is highlighted each week and parents have a chance to practice the skill with their child during the 45-minute workshop. They also get a book each week that goes with the skill to take home to keep and use with their child. At the end of the six-week session, each family will have received six books, letter magnets, a book bag, other materials and great information to help prepare their children for school.



Target Audience: Parents and children ages birth to six statewide

Additional Information: The past two years, many libraries have added "Fun with Math and Science" family workshops with materials provided by ICfL.



IDAHO SMALL BUSINESS DEVELOPMENT CENTER

SUBJECT

Update from the Idaho Small Business Development Center

BACKGROUND/DISCUSSION

The Idaho Small Business Development Center (SBDC) receives funding under the Special Programs budget of the Idaho State Board of Education. The organization is hosted at Boise State University with contractual agreements with North Idaho College, Lewis-Clark State College, College of Southern Idaho, and Idaho State University, and a collaborative relationship with the University of Idaho's Small Business Legal Clinic. Idaho SBDC staff provides business coaching, consulting, and training to help small businesses accelerate their growth. Leveraging the resources of Idaho's colleges and universities, and working collaboratively with other public and private entities, the Idaho SBDC reaches all parts of the state to grow Idaho's economy through business creation and expansion.

Katie Sewell, State Director for the Idaho SBDC, will give the Board an update on the organization's activities, economic impacts, and future opportunities.

IMPACT

The report will provide the Board with an update on the current activities of the Idaho SBDC and one of the resources available to small businesses in Idaho.

ATTACHMENTS

Attachment 1 – PowerPoint Presentation

Page 3

BOARD ACTION

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

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Idaho Small Business Development Center



Katie Sewell, State Director

Idaho State Board of Education
February 27, 2014

Our Mission:

To enhance the success of small businesses in Idaho by providing high-quality coaching, consulting and training leveraging the resources of Idaho's colleges and universities.

sbdc

Our Network

Boise State University – **Boise and Nampa**

North Idaho College – **Post Falls**

Lewis-Clark State College – **Lewiston**

College of Southern Idaho – **Twin Falls**

Idaho State University – **Pocatello**

Idaho State University – **Idaho Falls**

University of Idaho – **Legal Clinic**



sbdc

Growing Businesses for Idaho



BOISE STATE UNIVERSITY



sbdc

Small Businesses

84% businesses are < 20 employees

Create **60 – 70%** of the net new jobs

60% existing / 40% startups



SBA Office of Advocacy

sbdc

Services

Consulting/Coaching

- Individualized, Confidential, No-cost
- Assess root cause
- Make recommendations
- Coach and teach new skills
- Long-term, in-depth assistance
- **10** hours /client
- **1,600** clients per year

Training – 300 trainings/year



sbdc

Our Team



Bill Jung
North Idaho College
Post Falls



Bryan Matsuoka
College of Southern Idaho
Twin Falls



Barbara Leachman
Lewis-Clark State College
Lewiston



John Hart
Idaho State University
Pocatello



Betti Newburn
Boise State University
Boise



David Noack
Idaho State University
Idaho Falls



Denise Dunlap
Boise State University
Nampa



Student teams

sbd

Funding through **Special Programs Budget** under the State Board of Education



\$247,500

sbd

Home Helpers and Direct Link

Services to help the elderly stay active and independent in their own homes

- Opened in 2010
- 56 employees
- Sales growth doubled in the second year
- Purchased building



sbdc

Bullet Tools

Innovative fixed-blade cutting tool for installation of flooring, siding and insulation

- Started in a garage
- Developed an innovative tool
- SBDC helped them obtain funding, build leadership skills and export
- Strong sales through the recession
- Exporting to Canada, Europe and Japan



sbdc

Average Yearly Business Starts = **72**

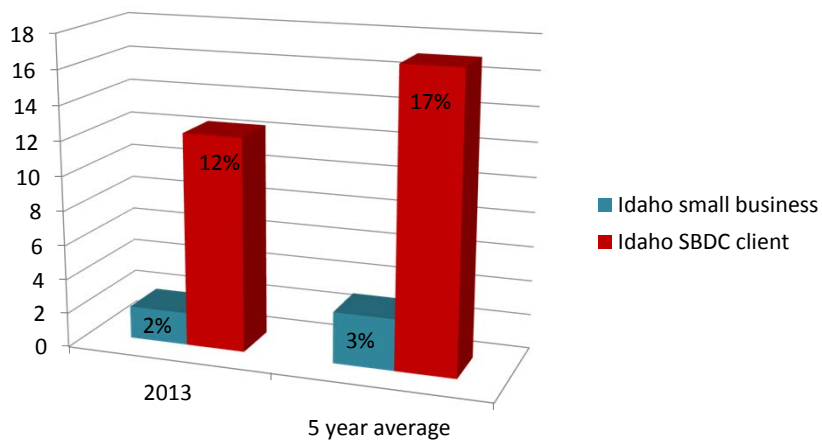
Capital Raised = **\$19 million**

Jobs Created/Saved = **1,000**

Client verified Idaho SBDC data

sbdc

Sales Growth



Data from third party researcher, Dr. Jim Chrisman, *Economic Impact of Small Business Development Center Counseling in Idaho*

sbdc

- Increased **state** tax revenue
\$2.2 million
- Increased **federal** tax revenue
\$1.8 million
- Return on Investment = **4:1**



5 year average of data from third party researcher, Dr. Jim Chrisman, *Economic Impact of Small Business Development Center Counseling in Idaho*

sbdc

Opportunities

- New to **Export**
- **Innovation/technology**-based businesses
- Strengthening **Rural Idaho**



sbdc

Proposal for FY16

- **4** additional FTEs
- **\$298,100** funding
- **Statewide** distribution



sbdc

Economic Impacts

Annual Expected Impact

Output:

- **4,000** additional consulting and coaching hours

Outcomes:

- **100** jobs created
- **16** new businesses started
- **\$2 million** in capital raised
- **15 companies** new to exporting
- **15 companies** with innovations/technology
- **10% growth** in economic impacts in rural Idaho

sbdc

Growing Businesses for Idaho



BOISE STATE UNIVERSITY



sbdc

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CENTURYLINK ARENA

SUBJECT

Pouring of beer and alcohol at CenturyLink Arena for men's basketball contests involving Boise State University, University of Idaho and/or Idaho State University.

APPLICABLE STATUTE, RULE, OR POLICY

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

BACKGROUND/DISCUSSION

Board Policy, Section I.J. Use of Institutional Facilities and Services specifies the provisions for the consumption and sale of alcohol at institutional facilities, including the prohibition of consumption and or sale of alcohol at student athletic events occurring in college or university owned, leased, or operated facilities, or anywhere on campus grounds. The policies and procedures do not exclude a private facility from hosting a neutral site basketball event between Universities to sell and serve alcoholic beverages.

CenturyLink Arena is a privately-owned facility that currently pours alcohol at all its ticketed events and maintains security and strict alcohol management rules for all of these events.

IMPACT

This will impact CenturyLink Arena from maximizing revenues in order to potentially meet guaranteed contractual requirements of payouts to each University.

ATTACHMENTS

Attachment 1 – Contract

Page 3

STAFF COMMENTS AND RECOMMENDATIONS

The attached agreement between Boise State University, the University of Idaho, and CenturyLink Arena is not a lease agreement for the facility; however, in respect to the Board's concern regarding alcohol service in conjunction with athletic events, CenturyLink arena is requesting Board approval to serve alcohol during these games. Alcohol was not served at the November 27, 2013 game. If approved, CenturyLink Arena would provide alcohol service at the November 26, 2014 game, as well as any future games that may be scheduled at the arena under similar agreements. This approval would not cover any sporting events held at the area where the institution leased the facilities.

PLANNING, POLICY AND GOVERNMENTAL AFFAIRS
FEBRUARY 27, 2014

BOARD ACTION

I move to approve the request by CenturyLink Arena to pour alcohol at college basketball games played in their facility, as long as they have the appropriate licenses, security, and abide by proper alcohol management.

Moved by _____ Seconded by _____ Carried Yes _____ No _____



IDAHO'S PREMIER SHOWPLACE

AGREEMENT TERMS SUMMARY

This AGREEMENT is made and entered into this day by and among University of Idaho and Boise State University (hereinafter collectively referred to as "Institutions") and the Block 22 LLC d.b.a./ CenturyLink Arena (hereinafter referred to as "Arena").

Event Name.....	Boise State University vs. University of Idaho Basketball Games
Event Date.....	Game 1: Wednesday, November 27, 2013 – BSU is home team Game 2: Wednesday, November 26, 2014 – Idaho is home team
Overtime Fee.....	\$0 per hour, beginning at Overtime Use Start Time.
Minimum Liability Insurance Limit...	\$500,000, state of Idaho self-funded liability coverage. Naming Block 22 LLC d.b.a./ CenturyLink Arena as additionally Insured to be received two weeks prior to event.
Rental & Damage Deposit.....	NA
Credit Card Charge.....	3% of credit card sales
Food & Beverage Concessions.....	Arena has the exclusive right to operate, sell and disburse food and beverage concessions.
Arena Use Period(s):	
Move-In:	Day of events 7:01 AM
Move Out:	Day of events 11:59 PM
Show Times:	Start: 7:00pm End: 10:00pm

AGREEMENT TERMS

Institutions and CenturyLink arena agree to hold two basketball events: Game 1: Wednesday, November 27, 2013 and Game 2: Wednesday, November 26, 2014 featuring the men's basketball teams from University of Idaho and Boise State University. Institutions will each receive half the arena tickets to sell; and will have until November 1 of each year to sell their allotment. After that date, the remaining tickets will go on sale to the general public.

FINANCIAL TERMS

CenturyLink Arena will guarantee each school receives a minimum of \$45,000 net for each game or the three parties agree to split the net revenues generated from each event equally – whichever is greater. Net revenues are defined as Gross Ticket sales, ticket facility fees, arena concessions, suite rentals and suite food and beverage and sponsorships.

Less the following expenses for each game:

- 6% Idaho state sales tax as provided for in ¶1(B).
- Cost of the officials
- Cost of 22 round trip airlines tickets to Boise for the University of Idaho from Lewiston
- Cost of 10 hotel rooms for the University of Idaho for one or two nights, depending on the game time.
- Ground transportation costs for both teams
- Two (2) days per diem at \$30 a day X 22 people for each team
- Arena staffing, including ushers, post-event clean-up, public address announcer, scoreboard operator, court rental, etc.; see ¶4
- Game promotion (advertising, marketing, etc.) conducted by the Arena, which shall not exceed \$5,000. (Game promotion conducted by the Institutions will be at their own expense.)

PLANNING, POLICY AND GOVERNMENTAL AFFAIRS
FEBRUARY 27, 2014

Institutions will also be responsible for:

- Contacting alumni & current students through email marketing.
- Proof of insurance for Student Athletes.
- Getting the Vandal and Bronco bands & cheerleaders to attend and perform at game.
- Media relations.
- Costs of any additional institution needs not outlined here.

Boise State University will be responsible for organizing the following for the game on Wednesday, November 27, 2013 and the University of Idaho will be responsible for organizing the following for the game on Wednesday, November 26, 2014:

- Official scoring, statistical responsibilities, etc. of NCAA and the MWC.
- Ensuring Arena basketball court meets official NCAA basketball regulations (3 pt. arc, lane width, player bench locations, etc.)

MISCELLANEOUS FOR EACH GAME:

- Idaho Vandal Season Ticket Holders and Boise State Broncos Season Ticket Holders receive a pre-sale opportunity to purchase tickets to the event. Idaho Steelheads Season Ticket Holders will receive pre-sale opportunity after UI and BSU Season Ticket Holders.
- The institutions shall be responsible for informing their Season Ticket Holders of the pre-sale opportunity; the Arena will not be provided with a list of the Institutions' Season Ticket Holders.
- Institutions must allow passes to pre-selected performances to be distributed to Corporate Suite holders (to their corporate suites) and 28 additional tickets in the arena at any scale due to prior contractual obligation.
- Arena to receive 24 complimentary tickets per show date for use.
- Each team will receive 75 comp tickets. Does not include Band and cheerleaders who will be non-ticketed and sit behind baskets. The Arena will accommodate up to 60 band members/cheerleaders for each team.
- Both teams will exchange their last five (5) game tapes with each other.
- BSU will wear their home uniforms during the game on 11/27/13; Idaho will wear their home uniforms during the game on 11/26/14.
- The officials to work the game will be assigned by the Mountain West Conference.
- Game tickets will be allocated 50% to each team and will be sold by the CenturyLink Arena box office. Allocation will be in accordance with the map attached as Exhibit X (map). Both parties have until November 1st to sell their designated allotment. After November 1 of each year any unsold tickets will go on sale to the public.
- Each school will be allocated space to sell their own licensed novelty items in the facility.
- Each school shall keep the revenue from their own novelty sales.
- Title sponsorship and in arena sponsorships will be the responsibility of CenturyLink Arena but will be part of the overall net revenues to be split amongst the three parties. Title Sponsorship is subject to approval by Boise State University and the University of Idaho.
- All television revenue will be split equally between Boise State University and the University of Idaho. Learfield Sports will sell the television rights on behalf of both schools.
- Each school shall have the right to originate a radio broadcast from the game site by a station designated by the institutions at no cost.
- This contract shall be void in the event it becomes impossible to play the said basketball game for the reason of fire, earthquake, war, invasion, hostilities, rebellion, insurrection, confiscation by order of the government, military or public authority, or prohibitory or injunctive orders of any competent judicial or other governmental authority, civil or military.
- Any party failing to comply with the conditions of this contract, for any reason other than those contained in the above bullet point, either by cancellation or failure to appear, shall pay the other two parties, as liquidated damages and not a penalty, the amount of \$150,000, such amount to be split between the remaining two parties, no later than December 31st of the year of the contest, unless such cancellation shall be by consent of two of the three parties, in which case this agreement shall be null and void.
- Event sponsors must not conflict with Arena Naming or Feature Partners (Century Link Products, Pepsi Products, Blue Cross of Idaho and Key Bank).
- Event settlement will occur within 3 business days of conclusion of the event.

This Agreement is Void if not executed and returned by September 15, 2013.

Offered by:

Eric Trapp
CenturyLink Arena
Boise, Idaho

Date

9/13/13

Accepted by:

Julia R. McIlroy
For the Regents of the
The University of Idaho
Moscow, Idaho

Date

9/11/13

Stacy Pearson
Stacy Pearson, VPA-A
Mark Coyle
Boise State University
Boise, Idaho

Date

PLANNING, POLICY AND GOVERNMENTAL AFFAIRS
FEBRUARY 27, 2014

Premises/Term. Institutions shall play the above described collegiate men's basketball game at the CenturyLink Arena ("The Arena") during *Arena Use Period(s) specified in the Agreement Terms Summary.*

1. Box Office/Tickets.

- A. Arena shall have sole supervision over the sale and collection of all tickets at such places as Arena, in its sole discretion, deems appropriate. Institutions may request that ticket sales privileges be extended to additional persons and if Arena grants the request, then Institutions assume all responsibility for collection of unsold tickets or of funds from the sale of tickets from such persons and will be liable to Arena for the value of all tickets so distributed.
- B. Arena shall have the complete right to custody and control of all moneys received from the sale of tickets wherever sold and admission fees wherever received. All such moneys shall be the rightful property of Arena for the purposes of applying same in accordance with the terms and conditions of this agreement toward payment of rent and other charges due or to become due to the Arena for purposes described in this agreement.

The Arena will provide all tickets. The Arena operates a computerized ticket office. The number of tickets printed will not exceed seating capacity negotiated. Any mailing lists generated from the sale of tickets become the property of Institutions. The Institutions agree the Event Audit Report will be accepted as the box office statement for settlement purposes. Ticket prices will include a 6% Idaho State Sales Tax (or current sales tax) and will be the first deduction from gross receipts, unless Lessee secures an exemption in writing from the State of Idaho.

- C. Immediately upon the close of the box office, Arena will tabulate ticket sales and receipts and then prepare an invoice reflecting rental, ticket service charges and all other charges to Institutions. The Institutions agree that all funds from the sale of tickets are the property of Arena and that payment to Institutions under the terms of this Agreement are not to be made from the proceeds of ticket sales but from the general funds of the Arena in such amounts as are otherwise determined by the Agreement.
- D. Arena shall have the complete right to custody of all database information gathered from the sale of tickets through the Arena's computerized ticketing system. Arena may grant, upon request by Institutions, limited access to database information related to this agreement only.
- E. Lessee agrees to provide Arena the right to extend first right of refusal to purchase tickets for the event to special Arena customers, including all season ticket holders and suite licensees, prior to tickets being made available to the general public or reserved by the client in any way.
- 2. Insurance.** Institutions shall furnish the Arena not less than ten (10) days in advance of the term of this Agreement, a certificate showing as **ADDITIONAL INSURED: Block 22, LLC/CenturyLink Arena** with limits of not less than the *Minimum Liability Insurance Limit amount specified in the Minimum Liability Insurance Limit term set out above* for the hours set forth in the *Arena Use Periods specified in the Agreement Terms Summary.* The Institutions' liability coverage is provided through a self-funded liability program administered by the Administrator of the Division of Insurance Management in the Department of Administration for the State of Idaho, and may be covered, in whole or in part, by the State of Idaho's Retained Risk Account, as provided under Idaho Code Section 6-919. Limits of liability, and this indemnification, are \$500,000 Combined Single Limits, which amount is the University's limit of liability under the Idaho Tort Claims Act and this Agreement. The Institutions' obligations and liabilities hereunder are subject to the appropriation of funds from the State of Idaho, which appropriation shall be in the State of Idaho's sole discretion, from revenues legally available to the University for the ensuing fiscal year for the purposes of this Agreement.
- 3. Overtime.** There shall be added to the costs deducted from gross ticket sales and paid to Arena as additional sums due hereunder the *Overtime Fee specified on the Agreement Terms Summary* for each hour or fraction of an hour for the extension of said performance on the premises by Institutions, their patrons or customers beyond the *Overtime Use Start Period specified on the Agreement Terms Summary.*
- 4. Operating Personnel, Services and Equipment.** The Arena shall furnish for the premises customary heating, lighting, air conditioning, and customary housekeeping. Arena will designate and provide as a shared expense, additional personnel and services above and beyond the event staffing as outlined in the Agreement Terms Summary in connection with Institutions' use of the premises, as may be required by Arena or Institutions including, but not limited to, a house engineer, paramedics, a PBX operator, ticket sellers, ushers, gatemen, doormen, program and novelty salesmen, stage hands, guards, traffic controllers, event clean up, and security personnel including the services of stand-by firemen assigned to the Arena by Arena.
- 5. Custody of Property.** In the receipt, handling, care or custody of property of any kind shipped or otherwise delivered to the premises by or for Institutions, Arena shall act solely for the accommodation of the Institutions and neither the Arena nor any of its agents or employees shall be a bailee or liable for any loss, damage or injury to such property.
- 6. Lost and Found.** The Arena shall have the sole right to collect and to have the custody of articles left in the building by persons attending any performance or event given or held in the demised premises, and neither the Institutions nor any person in the Institutions' employ shall collect or interfere with the collection or custody of such articles.

PLANNING, POLICY AND GOVERNMENTAL AFFAIRS
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7. **Advertising.** Arena will receive full advance information as to the nature and content of any performance, exhibit, entertainment, or advertising relating to Institutions' use of the Arena. Institutions agree that no such activity, or part thereof, shall be given or held if Arena makes written objection to same on the grounds of violation of any law, Institutions' inability or failure to uphold event advertising claims, or violation of any terms and conditions relative to the nature and general content of Institutions' use of the Arena at the time of completion of this Agreement. Any advertising whether television, newspaper, program, poster, outdoor, transit or other print advertising must utilize the Arena logos which are provided by and available from the Arena, and specifically identify the Arena's Box Office location, web site and telephone number.
8. **Public Address.** Arena reserves the right to make public announcements during intermissions and other such times as will not unreasonably interfere with Institutions' performances. Said public announcements may relate briefly to "future attractions" at the Arena or to the welfare and safety of those attending the performance. Institutions are prohibited from making public announcements, other than those, which pertain to the event for which this agreement is made, without prior written approval of the Arena. Institutions agree to submit in typed form all public announcements, which Institutions intend to make. Institutions will not make any public announcements in connection with a performance in other locations, which Arena, in its sole discretion, considers to be in competition with the Arena, without Arena's written approval.
9. **Broadcast.** The Lessee will not permit anyone to broadcast, over any radio or television station, any event, program, speech or music of any kind whatsoever, or any part thereof, produced on the premises, unless and until the Arena shall have given its written permission therefore. Recordings or transcriptions of performances shall not be made without the written permission of the Arena. Arena retains the right to use in-house video presentation capabilities to provide video feeds to the Arena's closed circuit video network, which services the Grand Entertainment Suites and Sports Bar facilities. All broadcasts must identify the name of the Arena.
10. **NA**
11. **Default.** It is agreed that if Institutions shall fail, neglect or refuse to keep and perform any of the covenants, conditions or agreements contained in this Agreement, Arena may terminate the same without liability to Arena therefore and without releasing Institutions from their liability to pay the full amount of rent provided for herein. A breach of any part of this contract by Institutions constitutes a breach of the contract in its entirety.
- A. In any case where this Agreement is terminated before the end of the Arena Use Period(s) by reason of breach by Institutions, Arena may, in its sole discretion, but shall not be required to, relicense the Arena or any part or parts thereof, as the agent of Institutions or otherwise, at any time or times during the Arena Use Period(s) for whatever compensation Arena shall obtain, and it shall be presumed that such relicensing during the Arena Use Period(s) is in lieu of licensing by Arena during other open dates, and consequently shall not be credited against Institutions' damages unless Institutions proves by clear and convincing evidence that such relicensing was possible only during the Arena Use Period(s), in which event the net receipts of relicensing or letting after subtracting all expenses (including but not limited to Arena overhead) incurred in connection therewith shall be credit against the damages owed by Institutions. Institutions hereby expressly waives (i) the service of notice of intention to enter, (ii) any and all rights of redemption to the extent permitted by law, and (iii) all rights to trial by jury in any proceeding hereafter instituted by Arena against Institutions in respect to Arena facilities or this Agreement. Institutions also agree that if Arena commences any summary proceeding against Institutions, Institutions shall not interpose any counterclaim of whatever nature or description in any such proceeding. The words "enter" and "entry" as used in this Agreement are not restricted to their technical legal meanings.
- B. In the event of a breach or threatened breach of Institutions of any of its agreements or obligations hereunder, Arena shall have the right of injunction and the right to invoke any remedy allowed at law or in equity or otherwise as if entry, summary proceeding or other remedies were not provided for herein.
- C. In the event of entry by Arena, Arena at its option, may store at the cost of Institutions any personal property of Institutions or its servants, employees and agents then in or about Arena facilities, but in such case Arena shall not be obligated to store such property for more than 30 days and thereafter may dispose of such in any way it sees fit, upon 10 days notice in writing to Institutions. Arena shall be entitled to retain from Institutions all costs and expenses for storage of Institutions' property and if Arena shall sell such personal property, it shall be entitled to retain from the proceeds thereof any amounts due from Institutions to Arena, including but not limited to the expense of the sale and costs of the storage.
12. **Production Requirement.** Institutions shall file with the Arena, at least fifteen (15) days prior to the event which is the subject of the Agreement, a full and detailed outline of Institutions' requirements for the facilities to be used, including but not limited to all stage, sound, lighting, chair or table set-ups, and such other information as may be required by the Arena concerning such event. All public address or sound reinforcement requirements shall be submitted to Institutions not later than 72 hours prior to the performance and are subject to approval.
13. **Property Restriction.** Institutions shall not use or permit the premises to be used for any purpose other than that set forth hereinafter. Institutions further covenants and agrees:
- A. To keep aisles, corridors, passages, vestibules, trails, elevators, stairways and escalators free and clear of obstructions and shall not use these areas other than for ingress and egress;

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- B. To refrain from injuring or defacing the premises or any part thereof and not to drive or permit others to drive nails, hooks, tacks, or screws into any part of the premises or furnishings located therein or to apply tape or other materials to the walls;
- C. To make no alterations in the authorized areas;
- D. Not to use or permit the use of flammable tissue paper, crepe paper, or material for decorative purposes or any combustible liquid or substance unless the same has first been approved by the Boise Fire Department;
14. **Content Restrictions.** No performance, exhibition or entertainment shall be given or held in the Arena, which is indecent, obscene or immoral, including nudity and graphic obscenities. Should any performance, exhibition or entertainment or any part thereof, be deemed by the Arena to be indecent, obscene, immoral, or in any manner publicly offensive, Arena shall have the authority to stop such event or to demand the removal of objectionable subject. If the Arena should exercise its prerogative hereunder, all rentals and other fees due to Arena will remain the property of the Arena and any unpaid charges arising under this agreement shall be considered payable to Arena. Arena reserves the right to eject or cause to be ejected from the premises any objectionable person or persons. The Arena shall not be held liable to the Institutions for their actions under this paragraph.
15. **Lawful Activity.** In carrying out its obligations under this Agreement, Institutions shall comply with all rules, regulations, laws and ordinances of the United States, the State of Idaho, and the City of Boise, including the State of Idaho Governor's Edict prohibiting smoking in all public spaces. The Institutions shall have the responsibility for obtaining all permits or licenses required of it by the laws, ordinances, rules and regulations of the City of Boise or the State of Idaho.
16. **Compliance with Laws.** The Institutions will not do, nor suffer to be done, anything on the premises in violation of any laws, ordinances, rules or regulations. If the attention of the Institutions is called to any violation on its part, or of any person employed by it or admitted to the Arena, the Institutions will immediately desist and correct the violation. Audio volume (measured in decibels) must conform to the limits established by the Idaho Environmental Health and Safety Act. The Institutions shall be responsible for, and shall pay, all taxes, charges, fees, licenses and permits, whether federal, state, county, or city, due on account of its business and other permitted activities engaged in under this agreement.
17. **Indemnification.** To the extent permitted by Idaho law and subject to the limits of liability specified in Idaho Code 6-901 through 6-929, known as the Idaho Tort Claims Act, the University of Idaho shall indemnify and hold the Arena and its agents and assigns harmless from and/or against any and all claims, damages, and liabilities (including reasonable attorney's fees) that may be suffered or incurred and that arise as a direct result of and which are caused by the University's wrongful acts or omissions in the performance of this Agreement. This indemnification does not apply when such claims, damages, and liabilities are the result of negligent acts, errors, omissions or fault on the part of (i) the Arena, its agents, or its assigns, or (ii) any student, intern, or any other person who is not an employee of the University, or when the claim or suit is made against the Arena by the University. The Arena shall promptly notify the University of Idaho Office of Risk Management, P.O. Box 443162, Moscow, Idaho 83844-3162, of any such claim of which it has knowledge and shall cooperate fully with the University or its representatives in the defense of the same.
- To the extent permitted by Idaho law and subject to the limits of liability specified in Idaho Code 6-901 through 6-929, known as the Idaho Tort Claims Act, Boise State University shall indemnify and hold the Arena and its agents and assigns harmless from and/or against any and all claims, damages, and liabilities (including reasonable attorney's fees) that may be suffered or incurred and that arise as a direct result of and which are caused by the University's wrongful acts or omissions in the performance of this Agreement. This indemnification does not apply when such claims, damages, and liabilities are the result of negligent acts, errors, omissions or fault on the part of (i) the Arena, its agents, or its assigns, or (ii) any student, intern, or any other person who is not an employee of the University, or when the claim or suit is made against the Arena by the University. The Arena shall promptly notify the Boise State University Office of Risk Management & Insurance, 1910 University Drive MS-1245, Boise, ID 83725, of any such claim of which it has knowledge and shall cooperate fully with the University or its representatives in the defense of the same.
18. **Assumption of Risk.** The Institutions assumes the risk of any loss or damage to its property or the property of any person or entity authorized by it to be in the Arena. The Arena, and its officers, agents and employees shall not be responsible or liable for any loss of, or damage to, property while in the Arena regardless of how the loss or damage is sustained, except to the extent any such claims or actions result from the negligence of Arena, its officers, employees or agents. Nothing in this agreement shall be construed so as to increase or to extend Arena's liability under sections 6-901, et seq., Idaho Code.
19. **Liens.** The Institutions agrees to pay promptly when billed by the Arena any costs, expenses and other charges incidental to the use and occupation of the premises and to save the Arena harmless from and, to the extent permitted by Idaho law, indemnify it against any such costs, expenses and charges and from and against all claims, demands and liens of whatever character arising by reason of contract, express or implied, or negligence, or any other act or omission on the part of any person, firm or corporation other than Arena, including all costs, expenses, and attorney's fees incurred by Arena in connection with any asserted claim, demand, or lien. Arena has, at all times, final approval and control over any decision or decisions related to the cancellation of a performance and/or decision to refund in the event developments, other than those previously mentioned, warrant. In the event of the cancellation of any performance or event relating to this agreement, purchasers of tickets therefor shall have a period of time not to exceed sixty (60) days to apply to Arena for a refund of the purchase price. Thereafter, all funds generated from ticket sales and not refunded shall remain the property of Arena.

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20. **Copyright.** Each Institution agrees to assume full responsibility for complying with the Federal Copyright Law of 1978 (17 U.S.C. section 101, et seq.) and any regulations issued thereunder, including but not limited to the assumption of any and all responsibilities for paying royalties which may be due for the use of copyrighted work in its performances or exhibitions, including those royalties due to ASCAP and/or BMI. Institutions further agree to furnish to Arena, upon demand, proof of authorization of use by copyright owners or their representatives and, if unable to do so, hereby grants to Arena the right to withhold a reasonable amount from those amounts due to Institutions in order to hold Arena harmless from any and all said claims, losses or expenses incurred with regard thereto. The Arena agrees to assume full responsibility for complying with the Federal Copyright Law of 1978 (17 U.S.C. section 101, et seq.) and any regulations issued thereunder, including but not limited to the assumption of any and all responsibilities for paying royalties which may be due for its use of copyrighted work during the event, including those royalties due to ASCAP and/or BMI.
21. **NA**
22. **NA**
23. **Assignment.** The Institutions shall not assign this Agreement or any rights hereunder, and any attempt to sell or assign this Agreement or any rights hereunder shall thereby terminate this agreement. In such event, any and all payments that shall have been received by the Arena hereunder shall be deemed to be the property of Arena and in addition thereto Institutions shall be liable to the Arena for any and all damages occasioned by the attempted assignment.
24. **Charitable Collections.** No collections, whether for charity or otherwise, shall be made, attempted, or announced on the premises without the prior written consent of the Arena.
25. **Ingress/Egress.** All articles, exhibits, fixtures, materials, displays, and staging, lighting and sound equipment of the Institutions shall be brought into or taken out of the building only at such entrances as may be designated by the Arena.
26. **NA.**
27. **Interruptions.** Arena shall retain the right to cause the interruption of any performance in the interest of public safety, and to likewise cause the termination of such performance when in the sole judgment of the Arena such act is necessary in the interest of public safety. In such event, Institutions waive any and all claims for damages or compensation from Arena.
28. **Circumstances Beyond Control.** In the event the Arena or any part thereof shall be destroyed or damaged by fire or any other cause which shall render the fulfillment of this Agreement by the Arena impossible including, but without limitation thereto, the requisitioning of the premises by any governmental agency, or by reason of labor disputes between the Arena and its employees, agents, contractors or subcontractors, then this Agreement shall terminate. Institutions hereby waive any claims for damages or compensation it may have against the Arena should this Agreement be so terminated.
29. **Medical Services-Ambulances.** It is further agreed that if Institutions or its agents, representatives, managers, employers, players, performers, or participants in or about the Arena during the term of this Agreement shall at any time accept or use the services of a physician or surgeon, or accept or use an ambulance service in connection with any injury or sickness occurring to any person while within or about the Arena during the term of this Agreement, even though such service or services be made available or be obtained through the Arena or any of its agents or representatives or equipment, the Institutions accept full responsibility for the acts and conduct, or services rendered, of any physician or surgeon or ambulance service or other services, and will hold the Arena harmless from all responsibility or liability.
30. **Controlled Substances/Alcohol.** The service, sale, consumption, possession, importation, or transportation of controlled substances to or within the Arena is expressly prohibited. The service, sale, consumption, possession, importation, or transportation of alcohol shall not be permitted at or within the Arena during this event, as prohibited by Idaho State Board of Education Governing Policies & Procedures, Section I.J.2.
31. **Removal of Property.** In the event Institutions fails, neglects or refuses to remove its property from the authorized areas of the Arena promptly upon a termination for default or after the time specified for removal thereof, said property shall be deemed abandoned and the Arena shall have the right to remove, place in storage or otherwise dispose of any such property at the sole cost and expense of Institutions. Institutions hereby irrevocably constitutes and appoints the Arena as its special attorney-in-fact to do and perform all acts necessary in removing, storing and disposing of said abandoned personal property and to execute and to deliver a bill of sale therefore.
32. **Situs.** The situs of this Agreement is Boise, Idaho, and the law of the State of Idaho shall govern any action, claims, suits or disputes arising hereunder. Should Arena commence suit against Institutions under the terms of this Agreement because of Institutions' breach thereof, Institutions agrees to pay Arena's reasonable attorneys' fees, costs and expenses. In the event any legal action is taken under this Agreement the prevailing party shall be entitled to have and recover from the losing party reasonable attorney's fees, cost of suit, and other costs reasonably related to enforcement of its rights under this Agreement.

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33. **Paragraph Headings.** The paragraph titles herein are for convenience only and do not define, limit or construe the contents of such paragraphs.
34. **Construction of Agreement.** Time, and especially time of payment of moneys due from the Institutions, shall be of the essence of this Agreement. Nothing herein shall be construed so as to make Institutions the agent, employee or representative of Arena for any purpose.
35. **Waivers and Modifications.** No waiver of any provision hereof, shall be effective unless stated in the *Agreement Terms Summary* and signed by the Arena and Institutions. No such waiver shall constitute a waiver of the same provision on a subsequent occasion nor of any other provision of this Agreement. This Agreement, with items incorporated by reference, shall constitute the entire agreement between the parties, unless modified in writing and executed by Arena and Institutions.
36. **Force and Effect.** This Agreement shall have no force or effect unless executed. The original hereof shall be delivered to the Arena. Institutions covenants and agrees that its failure to full and faithfully perform all covenants, conditions and agreements hereunder shall excuse Arena's continued performance.
37. **Additional Remedies.** Reference in this Agreement to any particular remedy shall not preclude Arena from any other remedy at law or in equity. Arena's failure to seek redress for violation of, or to insist upon strict performance of, any covenant or condition of this Agreement shall not prevent a subsequent act which would have originally constituted a violation from having all the force and effect of any original violation. No provision of this Agreement shall be deemed to have been waived by The Arena unless specific waiver thereof by Arena shall be in writing.



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SUBJECT

Board Bylaws, Section H. Committees of the Board – first reading

APPLICABLE STATUTE, RULE, OR POLICY

Board Bylaws, Section H. Committees of the Board Audit Committee Charter

BACKGROUND/DISCUSSION

Board Bylaws, section H. Committees of the Board and the Audit Committee Charter both stipulate Committee members shall be appointed by the Board and shall consist of six or more members. Three members of the Committee shall be current Board members and three members shall be independent non-Board members who are familiar with the audit process and permanent residents of the state of Idaho. In practice, the Committee has consisted of not more than two independent non-Board members, and staff has encountered difficulty in recruiting individuals to serve on the Committee. Proposed amendments to the Board Bylaws would reduce the number of independent non-Board members from three to two. The Bylaws and Charter also require that terms will be staggered such that two members exit and two members are added each year.

In the past, the Board has taken action on subjects or requested reports during Board meetings and staff has had inquiries regarding the length of time that these actions or requests are effective. Additional amendments to the Board's Bylaws specify that Board action shall be effective for the length of time specified in the motion or expire after one year. Reporting requirement and committees, intended to last over a year, will be incorporated into Board policy.

IMPACT

Currently, there is only one independent non-Board member, which is counter to Board Bylaws and the Committee Charter. Due to the small number on the Committee, staggering the terms of the Committee members has also not been followed.

ATTACHMENTS

Attachment 1 – Bylaws – First Reading

Page 3

Attachment 2 – Audit Committee Charter

Page 14

STAFF COMMENTS AND RECOMMENDATIONS

Amendments to Board Bylaws subsection H.4.c.1) and the Audit Committee Charter as submitted. This will reduce the required number of independent non-Board members from three to two. Staff will make a concerted effort to find a second non-Board member. These revisions will also remove the requirement to stagger the terms of Committee members in order to allow more flexibility.

Institutions have requested Board staff, on various occasions, to interpret the length of time Board action was effective for. The additional proposed

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amendments to Board Bylaws subsection C. will clarify the timeframe of Board action when the formal motion does not include effective dates.

Staff recommends approval.

BOARD ACTION

I move to approve the first reading to Board Bylaw and the Audit Committee Charter, as presented in Attachment 1 and Attachment 2, respectively.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

Idaho State Board of Education
GOVERNING POLICIES AND PROCEDURES

Attachment 1

SECTION: BYLAWS

~~December 2009~~April 2014

A. Membership

The membership of the State Board of Education and Board of Regents of the University of Idaho is determined in accordance with the Constitution of the State of Idaho and by legislative enactment.

B. Office of the State Board of Education

The Board maintains an Office of the State Board for the purpose of carrying out the administrative, financial, and coordinating functions required for the effective operation of the institutions and agencies under the governance of the Board. The staff of the Office of the State Board is under the direction of an executive director responsible directly to the Board.

C. Powers and Duties

The State Board of Education and Board of Regents of the University of Idaho have all the powers and duties specified in the Constitution of the State of Idaho and the Idaho Code. Board motions shall include effective dates of action as applicable. All requests approved either by consensus, unanimous consent or formal Board action that to do not include effective and/or end dates shall expire one (1) year after the Board meeting in which action was taken. All ongoing reporting, committee's, or policies shall be incorporated in Board policy.

D. Meetings

1. The Board holds at least four (4) regular meetings annually. A quorum of the Board consists of a simple majority of the total membership of the Board. A quorum of the Board must be present for the Board to conduct any business.
2. The Board will maintain a 12-month running meeting schedule. To accomplish this, the Board will, at each of its regularly scheduled meetings, update its 12-month running schedule of Board meetings, provided, however, that the Board by majority vote, or the Board president after consultation with Board members, may reschedule or cancel any meeting.
3. The Board may hold special meetings by vote of a majority of the Board taken during any regular meeting or by call of the Board president.
4. All meetings of the Board are held at such place or places as may be determined by the Board.
5. All meetings of the Board are conducted and notice thereof provided in accordance with the Idaho "Open Meeting Law." An executive session (a closed meeting) of the Board

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may be held upon a two thirds vote of a quorum of the Board for the purpose of considering (a) appointment of an employee or agent, (b) employee evaluation or termination or hearing of complaints and disciplinary action, (c) labor negotiations or acquisition of private real property, (d) records that are exempt from public inspection, (e) preliminary negotiations on matters of trade or commerce, or (f) matters of pending or probable litigation as advised by its legal representatives.

E. Rules of Order

1. Meetings of the Board are conducted in accordance with controlling statutes and applicable bylaws, regulations, procedures, or policies. In the absence of such statutes, bylaws, regulations, procedures, or policies, meetings are conducted in accordance with the current edition of *Robert's Rules of Order Newly Revised* except that a Board action that conflicts with a previous action takes precedence.
2. With the exception of usual, short, parliamentary motions, all motions, resolutions, or other propositions requiring Board action will, whenever practicable, be reduced to writing before submission to a vote.
3. A record vote of the Board is taken in rotational order on all propositions involving any matters of bonded indebtedness; convening an executive session of the Board; or on any other action at the request of any Board member or upon the advice of legal counsel.

F. Officers and Representatives

1. The officers of the Board include:
 - a. A president, a vice president, and a secretary, who are members of the Board.
 - b. An executive secretary, who is the state superintendent of public instruction.
2. The president, vice president, and secretary are elected at the organizational meeting for one (1) year terms and hold office until their successors are elected. Vacancies in these offices are filled by election for the remainder of the unexpired term.
3. Board representatives to serve on other boards, commissions, committees, and similar bodies are appointed by the Board president.
4. The executive director is appointed by and serves at the pleasure of the Board unless the contract of employment specifies otherwise. The executive director serves as the chief executive officer of the Office of the State Board of Education.

G. Duties of Board Officers

1. Board President
 - a. Presides at all Board meetings, with full power to discuss and vote on all matters before the Board.

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- b. Submits such information and recommendations considered proper concerning the business and interests of the Board.
 - c. Signs, in accordance with applicable statutes and Board action, all contracts, minutes, agreements, and other documents approved by the Board, except in those instances wherein the Board, by its procedures, has authorized the Board president to designate or has otherwise designated persons to sign in the name of or on behalf of the Board.
 - d. Gives prior approval for any official out-of-state travel of seven (7) days or more by Board members, agency and institution heads, and the executive director.
 - e. Subject to action of the Board, gives notice and establishes the dates and locations of all regular Board meetings.
 - f. Calls special Board meetings at any time and place designated in such call in accordance with the Open Meeting Law.
 - g. Establishes screening and selection committees for all appointments of agency and institutional heads.
 - h. Appoints Board members to all standing and interim committees of the Board.
 - i. Establishes the Board agenda in consultation with the executive director.
 - j. Serves as chief spokesperson for the Board and, with the executive director, carries out its policies between meetings.
2. Vice President
- a. Presides at meetings in the event of absence of the Board president.
 - b. Performs the Board president's duties in the event of the Board president's inability to do so.
 - c. Becomes the acting Board president in the event of the resignation or permanent inability of the Board president until such time as a new president is elected.
3. Secretary
- a. Presides at meetings in the event of absence of the Board president and vice president.
 - b. Signs, in accordance with applicable statutes and Board action, all minutes, contracts, agreements, and other documents approved by the Board except in those instances wherein the Board, by its procedures, has authorized or has otherwise designated persons to sign in the name of or on behalf of the Board secretary.
4. Executive Secretary
- The state superintendent of public instruction, when acting as the executive secretary, is responsible for:
- a. Carrying out policies, procedures, and duties prescribed by the Constitution of the State of Idaho and the *Idaho Code* or established by the Board for all elementary and secondary school matters.
 - b. Presenting to the Board recommendations concerning elementary and secondary school matters and the matters of the State Department of Education.
5. Executive Director

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The executive director serves as the chief executive officer of the Board, as chief administrative officer of the statutory Office of the State Board of Education, and as chief executive officer of such federal or state programs as are directly vested in the State Board of Education. The position description for the executive director, as approved by the Board, defines the scope of duties for which the executive director is responsible and is accountable to the Board.

H. Committees of the Board

The Board may organize itself into standing and other committees as necessary. Committee members are appointed by the Board president after informal consultation with other Board members. Any such standing or other committee may make recommendations to the Board, but may not take any action, except when authority to act has been delegated by the Board. The Board president may serve as an ex-officio member of any standing or other committee. The procedural guidelines for Board committees appear in the Board Governing Policies and Procedures.

For purposes of the bylaws, the University of Idaho, Boise State University, Idaho State University, Lewis-Clark State College, Eastern Idaho Technical College, the College of Southern Idaho the College of Western Idaho, and North Idaho College are included in references to the “institutions;” and Idaho Educational Public Broadcasting System, the Division of Vocational Rehabilitation, the Division of Professional-Technical Education, and the State Department of Education, are included in references to the “agencies.”* An institution or agency may, at its option and with concurrence of the Board president, comment on any committee report or recommendation.

1. Planning, Policy and Governmental Affairs Committee

a. Purpose

The Planning, Policy and Governmental Affairs Committee is a standing advisory committee of the Board. It is responsible for developing and presenting recommendations to the Board on matters of policy, planning, and governmental affairs. The committee, in conjunction with the chief executive officers and chief administrators of the Board governed agencies and institutions, will develop and recommend to the Board future planning initiatives and goals. This committee shall also advise the Board on collaborative and cooperative measures for all education entities and branches of state government necessary to provide for the general supervision, governance and control of the state educational institutions, agencies and public schools, with the goal of producing a seamless educational system.

* Definition provided for purposes of the Bylaws only. Recognizing the Board governance relationship varies with each of these entities, the intent in including representatives of each of the agencies and institutions as much as possible in the committee structure is to ensure proper and adequate representation, but is not intended to obligate or interfere with any other local boards or governing entities.

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b. Composition

The Planning, Policy and Governmental Affairs Committee is composed of two (2) or more members of the Board, appointed by the president of the Board, who designates one (1) member to serve as the chairperson and spokesperson of the committee, and is staffed by the Board's Chief Planning and Policy Officer. The Planning, Policy and Governmental Affairs Committee may form a working unit or units, as necessary, to advise the committee. The chairperson presents all committee and working unit recommendations to the Board.

c. Responsibilities and Procedures

The Planning, Policy and Governmental Affairs Committee is responsible for making recommendations to the Board in the following general areas:

- i. long range planning and coordination;
- ii. initial discussions and direction on strategic policy initiatives and goals;
- iii. legislative proposals and administrative rules for Board agencies and institutions;
- iv. coordination and communication with the Governor, the Legislature, and all other governmental entities with regard to items of legislation, Board policy and planning initiatives;
- v. review and revision of Board policies, administrative rules and education-related statutes for consistency and compatibility with the Board's strategic direction;
- vi. reports and recommendations from the Presidents' Council and the Agency Heads' Council;
- vii. other matters as assigned by the Board.

At the direction of the Board President, any matter before the Board may be removed to the Planning, Policy and Governmental Affairs Committee for initial action or consideration.

The Planning, Policy and Governmental Affairs Committee may establish necessary procedures to carry out its responsibilities. Such procedures must be consistent with the Board's Governing Policies and Procedures. The Board's Chief Policy and Government Affairs Officer, under the direction of the chairperson, prepares the agenda for the Planning, Policy and Governmental Affairs Committee work that is under consideration at each meeting of the Board.

2. Instruction, Research and Student Affairs Committee

a. Purpose

The Instruction, Research and Student Affairs Committee is a standing advisory committee of the Board. It is responsible for developing and presenting

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recommendations to the Board on matters of policy and procedure concerning instruction, research and student affairs.

b. Composition

The Instruction, Research and Student Affairs Committee is composed of two (2) or more members of the Board, appointed by the president of the Board, who designates one (1) member to serve as chairperson and spokesperson of the committee, and is staffed by the Board's Chief Academic Officer. The Instruction, Research and Student Affairs Committee may appoint a working unit or units, as necessary, to advise the committee. One such working unit shall be the Council on Academic Affairs and Programs (CAAP), which shall be composed of the Board's Chief Academic Officer and the chief academic officers of the institutions and agencies. The chairperson presents all committee and working group recommendations to the Board.

c. Responsibilities and Procedures

The Instruction, Research and Student Affairs Committee is responsible for making recommendations to the Board in the following general areas:

- i. agency and institutional instruction, research and student affairs agenda items;
- ii. instruction, academic or professional-technical program approval;
- iii. instruction, academic or professional-technical program review, consolidation, modification, and discontinuance, and course offerings;
- iv. outreach, technology and distant learning impacting programs and their delivery;
- v. long-range instruction, academic and professional-technical planning;
- vi. registration of out-of-state institutions offering programs or courses in Idaho;
- vii. continuing education, professional development, workforce training, programs for at-risk populations, career guidance;
- viii. student organizations' activities and issues; and
- ix. other matters as assigned by the Board.

The Instruction, Research and Student Affairs Committee may establish necessary procedures to carry out its responsibilities. Such procedures must be consistent with the Board's Governing Policies and Procedures. The Board's chief academic officer, under the direction of the chairperson, prepares the agenda for the Instruction, Research and Student Affairs Committee work that is under consideration at each meeting of the Board.

3. Business Affairs and Human Resources Committee

a. Purpose

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The Business Affairs and Human Resources Committee is a standing advisory committee of the Board. It is responsible for developing and presenting recommendations to the Board on matters of policy and procedures concerning business affairs and human resources affairs.

b. Composition

The Business Affairs and Human Resources Committee is composed of two (2) or more members of the Board appointed by the president of the Board, who designates one (1) member to serve as chairperson and spokesperson of the committee, and is staffed by the Board's Chief Fiscal Officer. The Business Affairs and Human Resources Committee may appoint a working unit or units, as necessary, to advise the committee. One such working unit shall be the Financial Vice Presidents council, which shall be composed of the Board's Chief Fiscal Officer and the chief financial officers of the institutions and agencies. The chairperson presents all committee recommendations to the Board.

c. Responsibilities and Procedures

The Business Affairs and Human Resources Committee is responsible, through its various working unit or units, for making recommendations to the Board in the following general areas:

- i. agency and institutional financial agenda items;
- ii. coordination and development of guidelines and information for agency and institutional budget requests and operating budgets;
- iii. long-range fiscal planning;
- iv. fiscal analysis of the following:
 - 1) new and expanded financial programs;
 - 2) establishment, discontinuance or change in designation of administrative units;
 - 3) consolidation, relocation, or discontinuance of programs;
 - 4) new facilities and any major modifications to facilities which would result in changes in programs or program capacity; and
 - 5) other matters as assigned by the Board.

The Business Affairs and Human Resources Committee may establish necessary procedures to carry out its responsibilities. Such procedures must be consistent with the Board's Governing Policies and Procedures. The Board's chief fiscal officer, under the direction of the chairperson, prepares the agenda for the Business Affairs and Human Resources Committee work that is under consideration at each meeting of the Board.

4. Audit Committee

a. Purpose

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The Audit Committee is a standing committee of the Board. The Audit Committee provides oversight to the organizations under its governance (defined in Idaho State Board of Education, Policies and Procedures, Section I. A.1.) for: financial statement integrity, financial practices, internal control systems, financial management, and standards of conduct.

b. Composition

The Audit Committee members shall be appointed by the Board and shall consist of ~~six-five~~ or more members. Three members of the Committee shall be current Board members and ~~three-two~~ members shall be independent non-Board members who are familiar with the audit process and permanent residents of the state of Idaho. No employee of an institution or agency under the governance of the Board shall serve on the Audit Committee. Each Audit Committee member shall be independent, free from any relationship that would interfere with the exercise of her or his independent judgment. Audit Committee members shall not be compensated for their service on the committee, and shall not have a financial interest in, or any other conflict of interest with, any entity doing business with the Board, or any institution or agency under the governance of the Board. However, Audit Committee members who are Board members may be compensated for Board service. The Audit Committee may appoint a working unit or units, which could include the chief financial officers of the institutions and financial officers of the Board office.

All members shall have an understanding of the Committee and financial affairs and the ability to exercise independent judgment, and at least one member of the Committee shall have current accounting or related financial management expertise in the following areas:

- 1) an understanding of generally accepted accounting principles, experience in preparing, auditing, analyzing, or evaluating complex financial statements, and;
- 2) the ability to assess the general application of such principles in the accounting for estimates, accruals, and reserves, and;
- 3) experience in preparing or auditing financial statements and;
- 4) an understanding of internal controls.

Appointments shall be for a three-year term. ~~Terms will be staggered such that two members exit and two new members are added each year.~~ Members can be reappointed. The Audit Committee chair shall be appointed by the Board President and shall be a Board member.

5. Executive Committee

a. Purpose

The Executive Committee is responsible for assisting the full Board in discharging its responsibilities with respect to the management of the business and affairs of the Board and the Board Office when it is impracticable for the full Board to meet and act, to consider matters concerning the Board that may arise from time to time, and to provide appropriate direction to the executive director on any of such matters.

b. Composition

The Executive Committee is composed of the current Board President, Vice President, and Secretary, and the immediate past Board President. The Board's Executive Director also shall serve on the Executive Committee. The current Board President serves as chairperson of the committee. In the event the past Board President is unable to serve on the Executive Committee, then the Board President may appoint another member of the Board to serve in the place of such former officer.

c. Responsibilities and Procedures

The Executive Committee shall have such duties, responsibilities, and authority as may be delegated from time to time to the Executive Committee by the Board, and in the intervals between meetings of the Board, the Executive Committee shall, in conjunction with the executive director, assist in directing the management of the business and affairs of the Board. However, the Executive Committee may not undertake any action that, pursuant to any applicable law, rule, or policy of the Board, must be performed by another committee of the Board, or which must be acted upon by the whole Board in public session. The Board's executive director, under the direction of the Board President, prepares the agenda for and schedules each meeting of the Executive Committee, which may be conducted telephonically. A written record is not kept of the committee's activities, but it shall be the responsibility of the executive director to promptly communicate to all Board members who are not members of the committee regarding information related to the committee's discussions and activities.

I. Committee Presentations

1. The agenda for each regular meeting of the Board shall be organized using the areas of responsibility provided for in regard to each permanent standing committee of the Board, as described in Subsection H above, with the exception of the Audit Committee.
2. The Board member who is the chair of the permanent standing advisory committee and spokesperson shall lead and facilitate discussion and presentations with regard to agenda items in the area of the committee's responsibility. In the event of an absence or conflict with respect to the committee chairperson, the Board President may designate a substitute Board member or Board officer to lead and facilitate discussions and presentations in a particular area.

J. Presidents' Council

1. Purpose

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The Presidents' Council convenes prior to each Board meeting to discuss and make recommendations, as necessary, on Board agenda items scheduled for Board consideration. The Presidents' Council may also choose or be directed by the Board to meet with the Agency Heads' Council for exchanges of information or to discuss projects of benefit to the entire system. The Presidents' Council reports to the Board through the Planning, Policy and Governmental Affairs Committee of the Board.

2. Composition

The Presidents' Council is composed of the presidents of the University of Idaho, Idaho State University, Boise State University, Lewis-Clark State College, Eastern Idaho Technical College; and the presidents of North Idaho College, the College of Western Idaho and the College of Southern Idaho, each of whom has one (1) vote. One (1) of the voting members shall serve as chair of the Council, with a new chair selected each academic year such that the chair will rotate among the respective members, such that no two community college presidents' will hold a term in consecutive years. The administrator of the Division of Professional-Technical Education and the Board's Executive Director shall be ex-officio members of the Council.

3. Duties of the Chair

The chair:

- a. presides at all Presidents' Council meetings with full power to discuss and vote on all matters before the Council;
- b. establishes the Presidents' Council agenda in consultation with the Executive Director; and
- c. Maintains open communications with the Board on agenda matters through the Planning, Policy and Governmental Affairs Committee.

4. The Executive Director will communicate openly and in a timely manner with the Presidents' Council.

K. Agency Heads' Council

1. Purpose

The Agency Heads' Council convenes prior to each Board meeting to discuss and make recommendations, as necessary, on agenda items scheduled for Board consideration. The Agency Heads' Council may also choose or be directed by the Board to meet with the Presidents' Council for exchanges of information or to discuss projects of benefit to the entire system. The Agency Heads' Council reports to the Board through the Planning, Policy and Governmental Affairs Committee of the Board.

2. Composition

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The Agency Heads' Council is composed of the chief administrators of Idaho Educational Public Broadcasting System, the Division of Vocational Rehabilitation, and the Division of Professional-Technical Education; and representatives from the State Department of Education. The Board's Executive Director shall serve as chair of the Council.

3. Duties of the Chair

- a. presides at all Agency Heads' Council meetings
- b. establishes the Council's agenda in consultation with the Council's members; and
- c. maintains open communications with the Board on agenda matters through the Planning, Policy and Governmental Affairs Committee.

L. Adoption, Amendment, and Repeal of Bylaws

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

Audit Committee Charter

Purpose, Responsibility and Authority of Audit Committee

The Audit Committee ("Committee") shall assist the State Board of Education ("Board") in its financial oversight responsibilities over the institutions under the Board's governance (defined in Idaho State Board of Education, Policies and Procedures, Section I. A.1.) ("Institutions"). The Committee is a permanent standing advisory committee of the Board. The Committee will advise and assist the Board and other standing committees on matters relating to financial reporting and financial controls and procedures. The Committee shall be responsible for communication with and among the independent external auditing firm ("auditing firm"), Institution management, the internal audit staff and the Board. The Committee will not assist in the preparation of or assess the institutions' budgets or perform other management functions. The Committee shall make policy recommendations to the Board to improve financial oversight. Approval of adoption or changes to policies are exclusively under the responsibility of the Board.

(See Appendix A.)

Composition of the Committee

The Committee members shall be appointed by the Board and shall consist of ~~six~~ five or more members. Three members of the Committee shall be current Board members and ~~three~~ two members shall be non-Board members who are permanent residents of the state of Idaho. All members shall have voting rights. No employee of an institution under the governance of the Board shall serve on the Committee.

The Committee chairperson shall be appointed by the Board President. Appointments shall be for a three-year term. ~~Terms will be staggered such that the term of two members end and two members are appointed each year. Member can be reappointed.~~ Committee members may be appointed for up to two additional terms.

Each Committee member shall be independent and have no conflicts of interest. Committee members who are not Board members shall not be compensated for their service except for reimbursable out-of-pocket expenses. All Committee members shall have an understanding of the Committee Charter and the institutions' financial affairs. At least one member of the Committee shall have current accounting or related financial management expertise.

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SUBJECT

Board Policy I.J. Use of Institutional Facilities and Services – Second 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.
December 2013	Board approved first reading of amendments to Board policy I.J. specific to the use of institutions facilities in competition with the private sector.

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. Amendments clarify that institutional facilities may be used in competition with the private sector; however, said use must be to the benefit of a specific educational 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

No comments have been received since the first reading regarding the amendments. No changes have been made between first and second reading.

Staff recommends approval.

BOARD ACTION

I move to approve the second reading of Board Policy I.J. Use of Institutional Facilities and Services with Regard to the Private Sector as submitted.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

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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

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, 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. 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

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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 pre-determined 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

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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

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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.

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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 4th 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.

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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.

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- 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 Indian Education Committee Recommendations

REFERENCE

February 2013	The Board approved the first reading of Board Policy I.P.
April 2013	The Board approved the second reading of Board Policy I.P.
December 2013	The Board appointed members to the Indian Education Committee

BACKGROUND/DISCUSSION

The State Board of Education approved, at the April 2013 Board meeting, Board Policy I.P., which formally established the Indian Education Committee as an advisory committee to the State Board of Education and the State Superintendent of Public Instruction, and to also serve as a link between Idaho's Indian Tribes.

At their December 13, 2013 meeting, the Indian Education Committee held considerable discussion regarding access issues and options for increasing financial aid opportunities for Native American students. An overview of the changes to the state's scholarship programs was provided to the committee, which brought about concerns regarding the consolidation of the Grow Your Own (GYO) and Minority At-Risk (MAR) scholarships into the Opportunity Scholarship. GYO and MAR were two of several state scholarships that were consolidated into the Opportunity Scholarship last year as a result of the Board's reform of the state's scholarship programs. The Indian Education Committee is concerned that this greatly diminishes scholarship prospects for Idaho's Native American students. The Committee feels that while the Opportunity Scholarship seems to be a better solution for the general student population of Idaho, it does not reflect inclusion of culturally relevant considerations in the areas of academia and leadership for Native American students.

The Committee discussed several options that have significant potential to provide greater access and opportunity for Native American students that the committee will continue to evaluate and make formal recommendations on after further research. Those areas included the following:

- Tuition waivers (fee) based on a percentage of the Native American student enrollment for Idaho's tribes.
- Tuition discounting for Idaho's tribes to increase a college-going culture for Native American communities in Idaho.
- Create a specific scholarship for Native American students similar to the Governor's Cup.
- Discussion with the Governor's office regarding the Governor's Cup Scholarship also supporting Native American students.
- Near Peer Mentor program opportunities similar to those implemented through the College Access Challenge Grant.

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The Committee also reviewed K-12 and postsecondary data that looked at enrollment numbers and performance of Native American students compared to their peers. It became apparent in the review of data that there are some access concerns with regard to gifted and talented programs, as well as appropriate student success supports in schools with predominantly Native American students.

The Committee discussed the possibility of partnering with the University of Idaho to develop an Idaho At-A-Glance pamphlet specific to Native American students, similar to what is produced in collaboration with the University of Idaho and the Idaho Council on Hispanic Affairs.

The Committee also supported that the limited budget allocated by the State Department of Education to support the Indian Education Coordinator's projects and duties be reserved to support and reinstate the Summit previously supported by the State Department and Institutions of Higher Education.

Finally, the Committee established three sub-committees that would focus on the follow areas related to Native American Students and access and opportunities. Those include: Data, Policy, and Best Practices. At the conclusion of the meeting the Committee determined that at their March 7, 2014 meeting they would focus on the following:

- Review of action items from prior meeting
- Determining points of contact for Johnson O'Malley Programs
- Access of statewide SAT testing to Bureau of Indian Education (BIE) schools
- Federal Trust responsibility requirements
- Tribal career needs related to institutional programs
- Waivers/Scholarship opportunities

STAFF COMMENTS AND RECOMMENDATIONS

The Indian Education Committee is responsible, in part, for making recommendations to the Board and Department for educational policy as it relates to American Indian student access, retention, graduation, and achievement. Final recommendations of the committee will be brought forward to the Board for consideration at a future date.

BOARD ACTION

This item is for information purposes, any action will be at the discretion of the Board.

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SUBJECT

Legislative Update

BACKGROUND/DISCUSSION

Since the last Special Board meeting, Legislative Update, a number of education related bills have been introduced that the Board may wish to take a position on. Sample bills include:

House Bill 521 – directing each school district and public charter school to develop a strategic plan that focuses on improving student performance. This legislation is intended to address two recommendations from the Governor’s Task Force for Improving Education: annual strategic planning and training and develop of school administrators, superintendents and local school boards.

House Bill 504 – establishing leadership premium payments for public school educators that local school districts identify as serving in a leadership capacity. This legislation is intended to address part of the recommendation from the Governor’s Task Force for Improving Education: the “Leadership Awards” component of the career ladder.

Additionally, staff will provide the Board with an update on the Joint Finance and Appropriations Committee action regarding the funding of the institutions Enrollment Workload Adjustment.

Other Legislative Issues

JFAC Budget Setting

February 20

- Office of the State Board of Education
- Health Education Programs
- Special Programs

February 25

- Division of Vocational Rehabilitation
- Ag Research and Extension
- Professional-Technical Education

March 3

- Public Schools Support
- Idaho Public Television

March 6

- College and Universities
- Community Colleges
- Superintendent of Public Instruction

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IMPACT

Board action, either supporting or opposing individual bills would allow for Board staff to testify to the Boards position during the hearings on the bills during the legislative committee meetings.

ATTACHMENTS

Attachment 1 – EWA Worksheet

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STAFF COMMENTS AND RECOMMENDATIONS

Board staff will be prepared to walk the Board through specific legislation that the Board may wish to opine on as well as answer questions regarding the impact that a given piece of legislation may have on the state educational system.

The Board has the option of supporting, opposing or taking no action on any of the bills discussed. Board staff will be available to walk through the bills and answer specific questions and give recommendations on the bills discussed.

Under Board Action is suggested language Board members may wish to use, should they want to take action on any given bill.

BOARD ACTION

I move the State Board of Education oppose _____. (*insert bill number*)

OR

I move the State Board of Education support _____. (*insert bill number*)

College & Universities

Enrollment Workload Adjustment FY2015 Request

Description/Calculation	Weighted Resident Credit Hours				
	BSU	ISU	UofI	LCSC	Total
1 EWA Calculation: Three-Year Moving Average					
2 FY11 Actual EWA Cr Hr	917,144	679,467	613,588	120,854	2,331,052
3 FY12 Actual EWA Cr Hr	894,063	704,890	636,639	135,326	2,370,918
4 FY13 Actual EWA Cr Hr	905,393	682,868	611,757	129,438	2,329,456
5 3 Year Average	905,533	689,075	620,661	128,539	2,343,809
6					
7 FY12 Actual EWA Cr Hr	894,063	704,890	636,639	135,326	2,370,918
8 FY13 Actual EWA Cr Hr	905,393	682,868	611,757	129,438	2,329,456
9 FY14 Proj EWA Cr Hrs	905,393	682,868	611,757	129,438	2,329,456
10 3 Year Average	901,616	690,209	620,051	131,400	2,343,277
11 Projected FY14 % Incr by Institution	0.00%	0.00%	0.00%	0.00%	0.00%
12 Change in 3 Year Ave	(3,917)	1,134	(610)	2,861	(532)
13					
14 FY15 EWA Calculation: 3 Year Average	(\$271,900)	\$78,700	(\$42,400)	\$198,600	(\$37,000)
15	\$69.41	\$69.41	\$69.41	\$69.41	
16 <u>Prior Year Adjustment:</u>					
17 Prior Yr Revised with Actual Hrs	905,533	689,075	620,661	128,539	2,343,809
18 Prior Yr calculation 3 Yr Avg	904,737	698,765	628,955	130,502	2,362,959
19	796	-9,690	-8,294	-1,963	-19,150
20 Adjustment calculated at prior year reduction rate	\$ 66.17	\$ 66.17	\$ 66.17	\$ 66.17	
21 Total Prior Adjustment	\$ 52,700	\$ (641,200)	\$ (548,800)	\$ (129,900)	\$ (1,267,200)
22					
23					
24 Total FY 2015 EWA	(\$219,200)	(\$562,500)	(\$591,200)	\$68,700	(\$1,304,200)

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College & Universities

Calculation of Weighted Credit Hour Value

	07EWA FY07 Base	08EWA FY08 Base	09EWA FY09 Base	10EWA FY10 Base	11EWA FY11 Base	12EWA FY12 Base	13EWA FY13 Base	14EWA FY14 Base	15EWA FY15 Base
1									
2									
3 Base from Leg Bdgt Bk									
4 General Account	228,934,100	243,726,400	264,227,700	285,151,500	253,278,100	217,510,800	209,828,300	227,950,500	236,543,600
5 Endowment	9,519,600	7,624,800	7,851,500	8,595,000	9,616,400	9,616,600	9,616,600	9,927,400	10,729,200
6 Total	238,453,700	251,351,200	272,079,200	293,746,500	262,894,500	227,127,400	219,444,900	237,877,900	247,272,800
7 Less:									
8 One-Time Funding			1,560,000						
9 Acad Affairs									
10 HERC	1,440,000	1,440,000	1,440,000	1,440,000	1,341,000	1,435,500	1,435,500	1,424,600	1,435,500
11 Assoc Acad Off.									
12 Legal Counsel									
13 IGEM	Projected FY13 % Incr by Institution		165,000	146,000				2,010,900	2,000,000
14 System-wide Needs	75,000	100,000	100,000	100,000	93,100	140,000	140,000	140,000	140,000
15 Technology Grants/SLDS	1,575,000	1,575,000	1,575,000	1,575,000	1,275,600	1,151,100	942,600	942,600	942,600
16 Total Sys Needs	3,090,000	3,115,000	4,840,000	3,261,000	2,709,700	2,726,600	2,518,100	4,518,100	4,518,100
17 Base Less Sys Needs	235,363,700	248,236,200	267,239,200	290,485,500	260,184,800	224,400,800	216,926,800	233,359,800	242,754,700
18 Funds Used in EWA X 67%	77,670,021	81,917,946	179,050,264	194,625,285	174,323,816	150,348,536	145,340,956	156,351,066	162,645,649
19									
20 EWA Request									
21 Wghted Cr Hrs/3 Moving Ave	2,116,702	2,070,622	2,027,821	2,023,956	2,083,139	2,203,504	2,307,819	2,362,959	2,343,277
22 EWA Value	36.69	39.56	88.30	96.16	83.68	68.23	62.98	66.17	69.41
23									
24									
25									
26									
27	Sect: V.T.2.b.(3) - "The total budget base of the institutions shall								
28	be multiplied by 0.67 and divided by the 3-year moving average of								
29	total weighted credit hours for the prior year." Starts in FY 08								

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SUBJECT

Implementation plans for recommendations of the Governor's Task Force for Improving Education.

REFERENCE

December 2012	Governor Establishes Task Force for Improving Education.
September 2013	Final Report and Recommendations delivered to the Governor
January 2014	Governor Otter requests \$50,000 appropriation for three special committees that would function under the oversight of the State Board of Education.
February 2014	Legislature's Joint Finance-Appropriations Committee unanimously supports \$20,000 supplemental appropriation for FY 2014 and \$30,000 general fund appropriation for FY 2015 to fund committees under the direction of the State Board of Education to develop plans to implement the Task Force Recommendations.

BACKGROUND/DISCUSSION

The 20 recommendations of the Governor's Task Force for Improving Education have received broad support from stakeholder groups across the state. The 2014 Legislature is currently considering legislation that would address a few of the specific recommendations. However, many of the recommendations require further study and development of plans for implementation. The Governor's budget recommendation supports special committees to do this work under the direction of the State Board of Education.

Board member and Task Force Chair Richard Westerberg has agreed to chair the overall work of the committees with Board President Don Soltman as co-chair. Two working groups would be created to develop proposals, including implementation strategies, necessary legislation or administrative rules, timelines and required funding. Each group would work from an established charter that would define the scope of activity based on the recommendations from the Task Force. These groups may splint into subgroups to work through the technical details necessary for specific areas within the broader subject.

Those groups would be:

- Career Ladder and Tiered Licensure (including mentoring)
- Structure and Governance (Mastery/Accountability/Autonomy/Enrollment Funding model).

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This process would allow the working groups to collaborate on areas that overlap and for joint meetings as necessary. Work would be monitored by the Chair and Co-chair.

IMPACT

Board staff will be required to support the work of the two committees. The \$50,000 appropriation will help defray the costs of holding meetings and of bringing in experts or consultants as required by the committees.

BOARD ACTION

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